

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 18, 2014

### **MISSION STATEMENT**

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

**MAYOR DAVID A. CONDON**

**COUNCIL PRESIDENT BEN STUCKART**

**COUNCIL MEMBER MICHAEL A. ALLEN**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER JON SNYDER**

**COUNCIL MEMBER MIKE FAGAN**

**VACANT-COUNCIL DISTRICT 3, POSITION 1**

**COUNCIL MEMBER AMBER WALDREF**

COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

## CITY COUNCIL BRIEFING SESSION

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

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

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

### ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

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

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ggeorge-hatcher@spokanecity.org](mailto:ggeorge-hatcher@spokanecity.org). Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

**ADMINISTRATIVE SESSION**

Roll Call of Council

**CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- |  |                        |                              |
|--|------------------------|------------------------------|
| 1. Increase administrative reserve on contract with Inland Asphalt Co. (Spokane Valley WA) for 14th Avenue from Monroe Street to Grand Boulevard—\$35,603.87. Total administrative reserve is \$169,587.25 or 12.7% of the contract price. Ken Brown         | Approve &<br>Authorize | PRO 2012-0051<br>ENG 2010128 |
| 2. Approve Community, Housing and Human Services board recommendation and authorization to enter into contract with Spokane Neighborhood Action Programs from September 1, 2014, through August 31, 2015. Sheila Morley                                      | Approve                | OPR 2014-0556                |
| 3. Approve Skywalk Permit and Agreement with the Spokane Public Facilities District and the Convention Center Hotel, LLC for skywalk connecting to the Spokane Convention Center, Convention Center Hotel and across Spokane Falls Boulevard. Tami Palmquist | Approve                | OPR 2014-0557                |
| 4. Contract with KB Construction (Coeur d'Alene, ID) for boarding and monitoring of substandard buildings from September 1, 2014, to August 31, 2015—\$75,000. Heather Trautman  | Approve                | OPR 2014-0558<br>BID 4031-14 |

- |  |                                   |                              |
|--|-----------------------------------|------------------------------|
| 5. Contract with Hatch Associates Consultants (Seattle, WA) for Upriver Dam Spillway Rehabilitation Project Phase II, Specifications and Design—\$67,450.<br><span style="color: red;">Steve Burns</span>  | Approve                           | OPR 2014-0559<br>BID 4022-14 |
| 6. FAA Grant Offer 3-53-0072-052 in the amount of \$7,775,305 for Spokane International Airport.<br><span style="color: red;">Larry Krauter</span>   | Approve                           | OPR 2014-0560                |
| 7. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2014, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &<br>Authorize<br>Payment | CPR 2014-0002                |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## CITY COUNCIL SESSION

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

(Council Briefing Center)

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

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## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)



## BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

## CITY ADMINISTRATION REPORT

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## COUNCIL COMMITTEE REPORTS

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

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## OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

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## LEGISLATIVE AGENDA

### NO EMERGENCY BUDGET ORDINANCES

### NO EMERGENCY ORDINANCES

### NO RESOLUTIONS

### FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- |            |  |
|------------|--|
| ORD C35133 | (To be heard under Hearing Item H1.)   |
| ORD C35134 | Relating to the dissolution of the City of Spokane Transportation Benefit District and amending Spokane Municipal Code Section 8.16.070. <b>Council Member Snyder</b>  |
| ORD C35135 | Relating to the establishment of an abandoned property registration program; adopting new sections 8.02.0675 to chapter 8.02 and 17F.070.520 to chapter 17F.070 of the Spokane Municipal Code. <b>Council Member Waldref</b> |
| ORD C35136 | Relating to adult businesses amortization period to relocate the business to a permitted location and amending Spokane Municipal Code 17C.210.100 <b>Tim Szambelan</b>   |

- ORD C35137 Relating to the rates of the Water and Hydroelectric Department for services, amending Spokane Municipal Code Sections 13.04.080, 13.04.2008, and 13.04.2026; and setting an effective date. **Dan Kegley**
- ORD C35138 Approving and confirming the assessments and assessment roll of Local Improvement District #2011162 for street improvements in 12th Avenue from Spruce Street to Inland Empire Way; 11th Avenue from approximately Latah Creek to Coeur d'Alene Street and in Spruce Street from 12<sup>th</sup> Avenue to 11<sup>th</sup> Avenue. **Dan Buller**

## NO FIRST READING ORDINANCES

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### SPECIAL CONSIDERATIONS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

#### RECOMMENDATION

- S1. Ten-Year Street Bond Program: Semi-Annual Report for Spring/Summer 2014. **Dan Buller** Accept & Approve Recomm. PRO 2014-0001
- 

### HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

#### RECOMMENDATION

- H1. Relating to subdivisions; adopting a new section 17G.080.065 to chapter 17G.080 of the Spokane Municipal Code, and setting an effective date. **Scott Chesney** ORD C35133
- 

**Motion to Approve Advance Agenda for August 18, 2014**  
(per Council Rule 2.1.2)

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### OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

**ADJOURNMENT**

The August 18, 2014, Regular Legislative Session of the City Council is adjourned to August 25, 2014.

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**NOTES**

**Agenda Sheet for City Council Meeting of:**

08/18/2014

**Date Rec'd**

8/6/2014

**Clerk's File #**

PRO 2012-0051

**Renews #****Submitting Dept**

ENGINEERING SERVICES

**Contact Name/Phone**

KEN BROWN 625-7727

**Contact E-Mail**

KBROWN@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0370 - INCREASE ADMINISTRATIVE RESERVE - 14TH AVE/MONROE ST TO

**Cross Ref #****Project #**

2010128

**Bid #****Requisition #**

CR 14657

**Agenda Wording**

Authorization to increase the administrative reserve on the contract with Inland Asphalt Company, for 14th Avenue from Monroe Street to Grand Boulevard, for an increase of \$35,603.87 making a total administrative reserve of \$169,587.25 or 12.7%

**Summary (Background)**

Due to the last-minute addition of the water main work, adequate time to develop the full scope of work was unavailable. During water line construction, additional areas of water line extension, valve and tee replacements, and lateral water line improvements to extend out of 14th Avenue were identified. The original Change Order also did not address rock excavation costs. The Water Department directed that additional work be done. The funding for this additional water main work comes from the

**Fiscal Impact****Budget Account**

Expense \$ 53,862.05

# 4100 30210 34141 54801 99999

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

TWOHIG, KYLE

**Study Session****Division Director**

QUINTRALL, JAN

**Other**

Public Works 8/11/14

**Finance**

LESESNE, MICHELE

**Distribution List****Legal**

WHALEY, HUNT

lhattenburg@spokanecity.org

**For the Mayor**

SANDERS, THERESA

jhensley@spokanecity.org

**Additional Approvals**

mlesesne@spokanecity.org

**Purchasing**

kgoodman@spokanecity.org

korlob@spokanecity.org

mhughes@spokanecity.org



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

of the contract price.

**Summary (Background)**

Water Department Capital Fund. Therefore, it will be necessary to increase the administrative reserve an additional \$35,603.87 or 2.7%.

**Fiscal Impact**

Select     \$

Select     \$

**Budget Account**

#

#

**Distribution List**


**BRIEFING PAPER**  
**Engineering Services Department**  
**August 11, 2014**

**Subject:**

**14th Avenue from Monroe Street to Grand Boulevard, Project Number 2010128.**

Request for additional administrative reserve. This is a Street Bond project. A previous Change Order was processed to add substantial water main work due to leakage discovered during construction.

**Background:**

Due to the last minute addition of the water main work, adequate time to develop the full scope of work was unavailable. During water line construction, additional areas of water line extension, valve and tee replacements, and lateral water line improvements to extend out of 14th Avenue were identified. The original Change Order also did not address rock excavation costs. The Water Department directed that additional work be done. The funding for this additional water main work comes from the Water Department Capital Fund.

Following is a list of costs for the added water main work:

Rock Excavation	\$15,866.00
Traffic Island Repair	\$5,433.00
Added water main work	\$38,317.00
Total	\$59,616.00

There are sufficient administrative reserves to cover a portion of these costs. This request is for \$35,603.87 additional administrative reserve to make final payment for the project.

Original Contract Amount	\$1,339,833.85
Original Administrative Reserve	\$133,983.38 (10%)
Water Main Change Order	\$119,905.27 (9.0%)
Admin. Reserve, this request	\$ 35,603.87 (2.7%)
 Total Budget if approved	 \$1,629,326.37 (final cost)

**Impact:**

Water Department Capital Fund – 100%

**Action:**

Approval of this request for \$35,603.87 additional administrative reserve to make final payment for the project.

For further information on this subject contact Kyle Twohig, Engineering Operations Manager at 625-6152.

**Agenda Sheet for City Council Meeting of:**

08/18/2014

**Date Rec'd**

8/6/2014

**Clerk's File #**

OPR 2014-0556

**Renews #****Submitting Dept**

COMMUNITY, HOUSING &amp; HUMAN

**Contact Name/Phone**

SHEILA MORLEY 6052

**Contact E-Mail**

SMORLEY@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

1540-CHHSB FUNDING RECOMMENDATION/CONTRACT AUTHORIZATION

**Cross Ref #****Project #****Bid #****Requisition #**

CR 14660

**Agenda Wording**

Approve Community, Housing and Human Services board recommendation and authorization to enter into contract with SNAP, from September 1, 2014 - August 31, 2015,

**Summary (Background)**

Approval of this award will result in implementation of an effective point of entry for single homeless individuals and allow the CoC to fulfill requirements attached to funding from HUD and the Department of Commerce. Proposals were reviewed and scored by a committee of the CHHS board using a comprehensive scoring process. The CHHS board approved the committee recommendation to fund SNAP in the amount of \$85,000.

**Fiscal Impact**

Expense \$ 85,000

Select \$

Select \$

Select \$

**Budget Account**

# 1540-53513-51200-54201

#

#

#

**Approvals****Dept Head**

ALLARD, JERRIE

**Division Director**

MALLAHAN, JONATHAN

**Finance**

LESESNE, MICHELE

**Legal**

RICHMAN, JAMES

**For the Mayor**

SANDERS, THERESA

**Council Notifications****Study Session**

PCED 8/11/14

**Other**

CHHS Board 8/6/14

**Distribution List**

smorley@spokanecity.org

afagerland@spokanecity.org

jstapleton@spokanecity.org

mlesesne@spokanecity.org

**Additional Approvals****Purchasing**

**BRIEFING PAPER**  
**PCED**  
**Single Homeless Coordinated Assessment Program**  
**August 11, 2014**

**Subject**

The Community, Housing and Human Services Board' recommends the award of the Single Homeless Coordinated Assessment Project- Assessment Coordination component to SNAP. CHHS staff request approval to enter into a 12-month contract with SNAP to administer this project.

**Background**

As a recipient of CHG, ESG, and CoC Program grant funds, the City of Spokane, must implement a coordinated assessment system that serves all populations in the community by December 31, 2014.

The scope of work designed by a planning committee, consisting of community stakeholders, supports the CHHS boards Homeless Grant Program priorities of serving chronically homeless individuals and those with extensive barriers. The program design will assess individuals using a consistent tool. Based on information from the assessment, clients will be placed or referred to an appropriate housing program. Chronically homeless and high barrier clients will be prioritized for city-funded permanent supportive housing units. Lower barrier clients will receive referrals for temporary housing or rapid re-housing.

A Request for Proposal (RFP) for the assessment coordination portion of the system was released and four applications were received. The Review and Evaluation Committee reviewed all applications and recommend the award go to SNAP. The request is being presented to CHHS board on August 6, 2014 and a will make a final recommendation will be made at that time.

**Impact**

Approval of this award will result in implementation of an effective point of entry for single homeless individuals and allow the CoC to fulfill requirements attached to funding from HUD and the Department of Commerce.

**Action**

Approve the funding recommendation made by the CHHS board and the request from CHHS staff request to enter into contract with SNAP for this project.

**Funding**

\$85,000 in funding to support this project comes through the Homeless Housing Assistance Act generated by local document recording fees.



**Agenda Sheet for City Council Meeting of:**

08/18/2014

**Date Rec'd**

8/6/2014

**Clerk's File #**

OPR 2014-0557

**Renews #****Submitting Dept**

PLANNING &amp; DEVELOPMENT

**Contact Name/Phone**

TAMI 625-6157

**Contact E-Mail**

TPALMQUIST@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

0650 - SKYWALK PERMIT - CONVENTION CENTER HOTEL

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Wording**

Approving a Skywalk Permit and Agreement between the City of Spokane, the Spokane Public Facilities District, and the Convention Center Hotel LLC. This skywalk will connect the Spokane Convention Center to the Convention Center Hotel,

**Summary (Background)**

This Skywalk application has completed the attached Type III application process, including Public Notice and Public Comment, Design Review and a Public Hearing with the City Hearings Examiner, DRB Recommendation and HE Decision.

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

CHESNEY, SCOTT

**Study Session****Division Director**

QUINTRALL, JAN

**Other**

PCED 8/11/14

**Finance**

LESESNE, MICHELE

**Distribution List****Legal**

RICHMAN, JAMES

lhattenburg@spokanecity.org

**For the Mayor**

SANDERS, THERESA

tpalmquist@spokanecity.org

**Additional Approvals**

jrichman@spokanecity.org

**Purchasing**

schesney@spokanecity.org

ebrown@spokanecity.org

mlesesne@spokanecity.org

mhughes@spokanecity.org



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

spanning across Spokane Falls Boulevard.

**Summary (Background)**

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


BRIEFING PAPER  
City of Spokane  
Planning and Development  
August 11, 2014

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Subject

An application to approve a Skywalk Permit and Agreement between the City of Spokane, the Spokane Public Facilities District, and the Convention Center Hotel LLC.

Purpose

The purpose of the project is to provide a grade-separated, all-weather pedestrian connection over Spokane Falls Boulevard from the Spokane Convention Center to the new Convention Center Hotel.

A variance was requested to exceed the 14-foot height limit because of the difference in floor heights between the Convention Center and the new hotel; the skywalk internal walkway will have a slope. Although that slope will meet the ADA and SMC criteria with a 5% maximum slope, the allowable external slope of the structure (1%) is less than that allowed for the internal ramp. Consequently, the external structure needs to be deepened from 14 feet to 18 feet to meet the 1% requirement to include disguising the ramp slope to complement the aesthetics of the skywalk and receiving buildings.

To aid in wayfinding, the PFD is proposing a subtle graphic, "Convention Center," to be placed on the exterior wall of the skywalk. This graphic will identify the downtown's Hotel, Convention Center and INB Performing Arts Center District.

Background

The PFD applied for a Skywalk Permit on May 6, 2014, it was then routed to departments and agencies for review. There was a public comments period from June 3-17, 2014, and one comment was received. The application was reviewed by the Design Review Board and a recommendation of support was issued for the design, the variance request and wayfinding graphic, on June 25, 2014. The Hearing Examiner issued his approval, with conditions, after holding a public hearing on July 10, 2014. There was one member of the public that testified against the proposal, but more generally against all skywalks.

Recommendation

Pursuant to SMC 12.02.0428, the city council may issue or deny the skywalk permit after reviewing the hearing examiner evaluation, SMC Section 12.02 Article III and any additional documentation or testimony it may choose to accept. It may impose such additional conditions or grant such exceptions as it deems appropriate, consistent with the policy and purpose of the skywalk requirements.

| After Recording Return to:  
Office of the City Clerk  
5th Floor, Municipal Building  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3342

City Clerk's No. \_\_\_\_\_

**DOCUMENT TITLE:**

Spokane Falls Boulevard Skywalk Permit and Agreement

**ABBREVIATED LEGAL DESCRIPTION:**

LOTS 1-6, BLOCK 7, HAVERMALE'S ADD., VOL. A, P. 22, LOTS 1-10, BLOCK 8,  
RES AND ADD. TO SPOKANE FALLS, VOL. A, P. 1 AND VACATED ALLEY,  
SPOKANE VALLEY

[SMS to add abbreviated legal for District Facilities property]

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:**

35184.0701, 35184.0702, 35184.0703, 35184.2101, 35184.2102, 35184.2103,  
35184.2104, 35184.2105, 35184.2106, 35184.2107, 35184.2108, 35184.2109,  
35184.2110, 35184.2111, and 35184.2112

[SMS to add APNs for District Facilities property]

## SPOKANE FALLS BOULEVARD SKYWALK PERMIT AND AGREEMENT

THIS SKYWALK PERMIT AND AGREEMENT (the "**Skywalk Permit**") is granted and entered into between the CITY OF SPOKANE, a municipal corporation of the State of Washington (the "**City**"), the Spokane Public Facilities District, a Washington municipal corporation ("**District**"), and Convention Center Hotel LLC, a Washington limited liability company, its successors and assigns ("**CC Hotel**"). The District and CC Hotel are jointly referred to as "**Permitees**".

A. The District is the owner of the Spokane Convention Center and the INB Performing Arts Center having street addresses of 334 West Spokane Falls Boulevard and legally described on the attached Exhibit A (collectively the "**District Facilities**"), and CC Hotel is the owner of the property directly across the street and south of the District Facilities, which property is legally described on the attached Exhibit B and is currently undergoing construction for a high rise hotel (the "**Hotel**").

B. The District has submitted an application for a Skywalk Permit for a proposed skywalk that will connect the District Facilities and Hotel at their respective second floor levels (the "**Skywalk**") per plans submitted to the City's Planning Department under file number Z1400022SKWK (the "**Application**").

C. The City, as a city of the first class, has the power to regulate and control the use of all streets, alleys, sidewalks, thoroughfares and public ways of passage within its corporate limits. The State of Washington has expressly authorized cities of the first class to convey interests in air space over public properties pursuant to RCW 35.22.302.

D. The City's Hearing Examiner has reviewed the District's Skywalk Permit application for consistency with the provisions of Chapter 12.02, Article III of the Spokane Municipal Code (the "**SMC**").

E. The District and the City are desirous of maintaining the Skywalk for the benefit of the City, Permitees and users of the Skywalk system under the terms and conditions set forth in this Skywalk Permit.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Permitees agree as follows:

1. Grant of Right to Use Air Space/Skywalk Permit. The City finds the placement of the Skywalk in the airspace above Spokane Falls Boulevard between Washington and Howard Streets to connect the District Facilities and the Hotel will: (a) enhance pedestrian convenience and circulation; (b) reduce the vehicle and pedestrian conflicts along Spokane Falls Boulevard; and (c) not interfere with the use of the surface of the streets as a public right-of-way. It is, therefore, in the best interest of the City to permit the use of the airspace which is not inconsistent with the public purposes for which they were acquired, are being used, or to which they may be devoted.

In consideration for the mutual benefits to the parties and subject to the terms and conditions of this Skywalk Permit, the City grants to the Permittees the right to use that portion of the airspace over Spokane Falls Boulevard above the street at its present grade which is described as follows:

Over Spokane Falls Boulevard at an approximate distance of [ ] east of the east line of Washington Street to the center line of said skywalk and connecting the District Facilities and the Hotel at their respective second floor levels per plans on file approved by the City Council on [ ], Spokane, Washington (the "**Skywalk Area**").

Permittees may use the airspace to construct, operate and maintain the Skywalk for a period of twenty-five (25) years, commencing on the day this Skywalk Permit is signed by the City (the "**Initial Term**"). Following the Initial Term, this Skywalk Permit shall automatically renew for twenty-five (25) year periods upon the same terms, until terminated as provided herein.

2. Skywalk Construction. Except as is otherwise specifically approved by the Spokane City Council and/or Spokane Hearing Examiner, the District shall construct, maintain, repair and replace the Skywalk in full compliance with Chapter 12.02, Article III, of the SMC ("**Skywalk Code**"), as amended from time to time, at its sole cost and expense in accordance with approved plans and specifications on file with and approved by the District, CC Hotel, the City's Director of Planning and Development ("**Approved Plans**"). Aside from the Skywalk, the District shall not make any other structural improvements or alterations in the public right-of-way without the prior written approval of CC Hotel and the City. The District, working in concert with CC Hotel, shall be responsible for all elements of the design of the Skywalk (including, without limitation, compliance with law, functionality of design, and the structural integrity of the Skywalk), and the City's approval of the District's plans shall in no event relieve the District of the responsibility for such design. The District shall construct the Skywalk in accordance with all laws, rules, regulations, ordinances and requirements of governmental agencies, offices, and boards having jurisdiction. Lighting and all appurtenant entrances, stairways and structures shall be subject to the approval of the City Engineer, and shall be designed, built and maintained as not to create a hazard to vehicle or pedestrian traffic. The District shall bear the cost of relocating traffic signals, traffic lights, public utilities and other municipal operations or functions necessitated by the construction of the Skywalk. All work performed must be done and completed in a workmanlike manner and with material (when not specifically described in the specifications in the Approved Plans or otherwise approved by the City) of the quality and appearance similar to the connecting buildings.

3. Skywalk Code. Without limiting the generality of the foregoing, this Skywalk Permit shall be governed by the provisions of Chapter 12.02, Article III, of the SMC ("**Skywalk Code**"), as amended from time to time.

4. On July 24, 2014, the Hearing Examiner following a hearing and consideration of the file, record and testimony issued a decision on the Application that

included a variance of the Skywalk Code to modify the height of the Skywalk to achieve proper horizontal angulation and an exception to allow installation of a way-finding graphic (the "**HE Decision**"). Notwithstanding the Skywalk Code, this Skywalk Permit is issued subject to compliance with the findings, conclusions and decision set forth in the HE Decision, which is attached hereto as Exhibit C. Covenants of Permittees. The District and CC Hotel hereby agree and covenant as follows.

A. The Skywalk shall be used, occupied and maintained for ingress and egress to the District Facilities and the Hotel and for other public purposes, subject to reasonable rules and regulations agreed by the Permittees.

B. The Skywalk shall be open and available for use during the days and hours when the District Facilities are open to the public or are occupied by permission of the District.

C. The District shall own the Skywalk.

D. The costs and expenses to remove the Skywalk shall, subject to this Skywalk Permit, be the responsibility of the District, unless: (i) such removal is caused solely by the acts or omissions of CC Hotel, in which event CC Hotel shall be solely responsible for all costs and expenses of removal or (ii) upon mutual agreement the Permittees elect to remove the Skywalk, in which event the costs of removal shall be equally shared by the Permittees.

E. The District, its agents and contractors shall have the right at all reasonable times to enter the Skywalk for the purpose of installation, maintenance, repair, removal and replacement of the Skywalk, its fixtures, furnishings and equipment as deemed reasonably necessary; provided any work or maintenance that would cause interference with the operation of the District Facilities or Hotel including dust, noise or other inconvenience shall be performed at mutually agreed times. The Skywalk shall be maintained and repaired by the District in a first class condition including without limitation: (a) keeping the Skywalk clean and free of all debris at all times; (b) keeping all glass surfaces clean; (c) keeping all painted surfaces clean and in good condition; (d) making all repairs and replacements to carpet or other flooring coverings; (e) promptly repairing any damage to the Skywalk; (f) and otherwise keeping all aspects of the Skywalk in first class repair and condition consistent with that of the adjacent properties. If there is any dispute between the parties with regard to this Section, including without limitation, whether the Skywalk has been maintained in the required condition, upon notice, the District and CC Hotel shall meet and confer to resolve the dispute.

F. All costs of inspection, maintenance, repair, replacement, cleaning and furnishing of utilities to the Skywalk and its fixtures, furnishings and equipment shall be the responsibility of the District.

G. The District shall maintain insurance protecting its interests at limits no less than those set forth in Section 10.

H. The District and CC Hotel and their respective successors or assigns, shall protect, defend, save, indemnify and hold harmless the other party, its agents and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of such party, its agents, contractors, licensees, invitees, or employees arising out of or in connection with this Skywalk Permit and use of the Skywalk. The duty to defend includes payment of any costs or attorney's fees, for claims or litigation commenced, arising out of, or in connection with, acts or activities related to this Skywalk Permit and the Skywalk. This obligation shall not include such claims, cost, damages, or expenses which may be caused by the negligence of either party or its agents or employees; provided that if the claims or damages are caused by or result from the concurrent negligence of (a) the District and CC Hotel, their respective agents or employees or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the offending party or its agents, employees, contractors, licensees or invitees.

The cross indemnity under this Section includes the obligation to indemnify for damage or loss resulting from death or injury to the other party's employees, and such indemnifying party accordingly hereby waives any and all immunities it now has or hereafter may have under any Industrial Insurance Act, or other worker's compensation, disability benefit or other similar act which would otherwise be applicable in the case of such a claim. This provision has been specifically negotiated.

5. Right to Remove Structure. Absent mutual agreement, a violation of the SMC or this Skywalk Permit which would entitle the City to remove the Skywalk, neither the District nor CC Hotel shall have the right to remove the Skywalk from the City airspace and right-of-way.

6. Removal of Improvements Upon Non-Use or Mutual Agreement. If (i) the Skywalk is no longer used in conjunction with the District Facilities or the Hotel which are served by the Skywalk for a continuous period of one (1) year (excepting force majeure or other acts/circumstances beyond the control of Permittees), or (ii) the Permittees mutually agree to terminate the use of the Skywalk, then in either event all rights granted under this Skywalk Permit shall cease and Permittees shall remove the Skywalk from the City's airspace and right-of-way at no cost or expense to the City leaving the airspace and right-of-way free of all buildings, structures and encroachments. Upon such termination, the Permittees shall, at their sole cost and expense in accordance with Section 4.D.(ii), remove the Skywalk and all associated structures and encroachments from the public airspace and repair and restore the District Facilities and the Hotel such that upon the completion of such removal and restoration work there is no evidence on the façade of either building of the prior existence of the Skywalk. Upon removal of the Skywalk and all associated structures and encroachments under this Section, the Permittees obligations under this Skywalk Permit shall cease.

7. Termination by City. In the event the City Council determines that the skywalk privileges granted under this Skywalk Permit are no longer necessary by the City for public



use to protect the public health and safety upon the expiration of this Skywalk Permit, then the City may terminate this Skywalk Permit upon twelve (12) months written notice to Permittees. Prior to providing written notice to terminate this Skywalk Permit, the City shall have: (a) conducted a traffic study (or other reasonable engineering analysis) that finds it is necessary to use and occupy Spokane Falls Boulevard to promote the public health and safety in a manner that conflicts with the use of the Skywalk; (b) made a reasonable engineering judgment that use of the Skywalk and Skywalk Area is inconsistent with the finding(s) set forth in subsection (a); and (c) there are no reasonable alternatives to using the Skywalk Area. The determination set forth in (a) through (c) shall be made by the City Council. Permittees shall be provided with the information and materials that relate to the above determination. It is the intent of this Section to give consideration to maintaining the use of the Skywalk by Permittees consistent with the transportation demands placed upon Spokane Falls Boulevard. Prior to the effective date of termination, the City shall consult with Permittees and make reasonable efforts to redesign and construct Spokane Falls Boulevard in such a manner that will reduce the impact on the District Facilities and Hotel.

For termination under this Section, the City shall, at its sole cost and expense, cause the Skywalk and all associated structures and encroachments to be removed from the public airspace and repair and restore the District Facilities and the Hotel such that upon the completion of such removal and restoration work there is no evidence on the façade of either building of the prior existence of the Skywalk. If the City exercises its right to terminate the Skywalk Permit pursuant to this Section, the City will compensate the District for the loss of the use of the Skywalk for the remainder of the term of this Skywalk Permit on the basis of the actual construction cost amortized over the entire term of the Skywalk Permit. By accepting this Skywalk Permit and/or exercising the rights granted hereunder, the Permittees and their respective successors, designees and assignees, hereby agree to limit all claims for compensation to a proportionate sum to be derived under the method set forth hereinabove for determining the amount of just compensation for the loss of the use of the Skywalk, and that method shall be the sole and exclusive method for measuring the total damages and just compensation to private property resulting from such an exercise of the eminent domain power or other powers and rights by the City. Upon removal of the Skywalk and all associated structures and encroachments under this Section, the Permittees obligations under this Skywalk Permit shall cease.

8. Enforcement of Skywalk Permit Provisions by City. Upon it appearing that any conditions of this Skywalk Permit or the Skywalk Code are not fully met, the City's Director of Planning and Development or other municipal official may send a written notice to Permittees specifying the apparent violation and designating a time and place for a hearing.

A. The Hearing Examiner shall on the day of hearing consider testimony and materials and thereafter issue a decision in writing. The Hearing Examiner may suspend the Skywalk Permit, condition continued Skywalk use on terms determined appropriate or take such other action as reasonable.

B. The Hearing Examiner's decision shall be issued in writing and may be appealed to the City Council upon a written notice of appeal filed with the City Clerk within the timeframes specified in §12.02.0512 of the SMC.

C. The City Council shall consider the appeal from the Hearing Examiner at its next regular meeting, and the City Council may take action as it deems appropriate under this Skywalk Permit and Chapter 12.02 of the SMC. The City Council's decision shall be the final administrative decision.

9. Indemnification. Permittees, their respective successors or assigns, shall protect, defend, save, indemnify and hold harmless City, its agents and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of Permittees, their respective agents, contractors, licensees, invitees, or employees arising out of or in connection with any acts or activities related to this Skywalk Permit. Permittees further agree to defend City and its agents or employees in any litigation, including payment of any costs or attorney's fees, for any claims or action commenced arising out of or in connection with acts or activities related to this Skywalk Permit. This obligation shall not include such claims, cost, damages, or expenses which may be caused by the negligence of either the City or its agents or employees; provided that if the claims or damages are caused by or result from the concurrent negligence of (a) the City, its agents or employees and (b) Permittees, their respective agents, employees, contractors, licensees or invitees, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the offending Permittee or its agents, employees, contractors, licensees or invitees.

Permittees obligation to indemnify the City under this Section includes an obligation to indemnify for losses resulting from death or injury to City's employees, and Permittees accordingly hereby waive any and all immunities they now have or hereafter may have under any Industrial Insurance Act, or other worker's compensation, disability benefit or other similar act which would otherwise be applicable in the case of such a claim. This provision has been specifically negotiated.

\_\_\_\_\_  
City's Initials

\_\_\_\_\_  
The District's Initials

\_\_\_\_\_  
CC Hotel's Initials

10. Insurance.

A. Liability Insurance. The District shall, at its sole expense, obtain and keep in force during all times that this Skywalk Permit is in effect commercial general liability insurance on an occurrence basis with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, naming the CC Hotel, the City, its officers, employees, contractors, agents, and other such persons or entities as the City may designate as additional insureds. The policy shall contain cross liability endorsements, and shall provide coverage for liability arising out of or relating to Permittees exercise of the privileges granted under this Skywalk Permit, including without limitation the ownership, use, and occupancy of the Skywalk, including non-owned automobile liability. At any time, if in the reasonable opinion of the City, the

amount of commercial general liability insurance coverage provided for herein is not adequate, the District shall increase its insurance coverages as required by the City.

B. Worker's Compensation Insurance. The District shall, at its sole expense, procure and maintain workers' compensation and employer's liability insurance with a limit of no less than the amount and in form required by law. If and to the extent permitted by law the District may "self-insure" with respect to workers' compensation.

C. Contractor's Insurance. The District shall require any contractor performing work for it on the Skywalk and/or in connection with this Skywalk Permit to carry and maintain, at no expense to the City: (i) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit Two Million Dollars (\$2,000,000) aggregate; (ii) comprehensive automobile liability insurance with limits for each occurrence of not less than One Million Dollars (\$1,000,000) with respect to personal injury or death and Five Hundred Thousand Dollars (\$500,000) with respect to property damage; and (iii) worker's compensation or similar insurance in form and amounts required by law.

D. Insurance Requirements. All the insurance required of the District under this Skywalk Permit shall: (i) be issued by insurance companies authorized to do business in the State of Washington, holding a general policy holder's rating (aka "Best Rating") of at least "A" or better; (ii) contain an endorsement requiring thirty (30) days written notice from the insurance company to all parties before cancellation, non-renewal or change in coverage, scope or amount of any policy; and (iii) be written as primary policies, not contributing with and not supplemental to any coverage that the City may carry.

E. Proof of Coverage. The District shall furnish its insurance carriers with a copy of this Skywalk Permit to insure proper coverage. As evidence of the insurance coverages required by this Skywalk Permit, the District shall furnish acceptable insurance certificates to the City when the District delivers this Skywalk Permit for City Council approval. The certificates shall specify all of the parties who are additional insureds, will include applicable policy endorsements, and will include the 30-day cancellation clause. If the District fails to perform any of its obligations under this Section 10, the City or CC Hotel may perform the same and the cost thereof shall be payable upon such party's demand. The City makes no representations that the types or amounts of coverage required to be carried by the District pursuant to this Section are adequate to protect Permittees. If the District believes that any of such insurance coverage is inadequate, the District shall obtain, at its sole cost and expense, such additional insurance coverage as the District deems appropriate.

F. Mutual Waiver. The City and Permittees mutually release the other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property covered by the insurance policies as required to be carried by the parties under this Skywalk Permit or any other insurance actually carried by such party, and do hereby mutually waive all rights of subrogation in favor of any insurance carrier against the other arising out of any such loss or damage. The District shall be financially responsible for all pertinent deductibles, self-insured retention's, and/or self-insurance.

G. Insurance Procured by CC Hotel. Nothing in this Section 10 shall be construed to obligate CC Hotel to obtain and maintain insurance on the Skywalk or the Skywalk Area. Notwithstanding the foregoing, however, CC Hotel may obtain, in its sole discretion, such insurances at such coverages as CC Hotel deems necessary and appropriate to protect its interests under this Skywalk Permit.

11. Storm Drainage. All storm drainage from the Skywalk shall be disposed of on site in a manner satisfactory to the City's Director of Utilities.

12. Successors and Assigns. This Skywalk Permit shall be binding upon the Permittees, and their respective successors and assigns. No assignment, conveyance or other transfer by the Permittees of the rights granted under this Skywalk Permit shall relieve the Permittees of their respective liability for the performance of all covenants, terms and conditions in this Skywalk Permit.

13. Partial Invalidity. If any portion or provision of this Skywalk Permit is held invalid, the validity and enforceability of the remainder of this Skywalk Permit shall not be affected thereby.

14. Skywalk Code. In the event of a direct conflict between the rights and privileges granted to Permittees pursuant to the HE Decision and this Skywalk Permit and any provision of the SMC Section 12.02 *et seq.*, as each may be amended from time to time, then the provisions of the HE Decision shall control, and to the extent not inconsistent with the HE Decision, the provisions of the SMC shall thereafter govern this Skywalk Permit.

15. Governing Law; Venue. This Skywalk Permit is to be governed by and construed in accordance with the laws of the State of Washington. The City and Permittees hereby agree that venue of any action between any of the parties relating to this Skywalk Permit will be in Spokane County, Washington.

16. Signature Authority. Each individual executing this instrument represents and warrants that he/she is duly authorized to execute and deliver this instrument on behalf of said entity in accordance with a duly adopted motion or resolution of the governing body in accordance with the rules or bylaws of said entity, and that this instrument is binding upon said entity in accordance with its terms.

**[ Signatures Follow ]**

**Signature Page to Skywalk Permit**

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF SPOKANE

Attest: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Approved as to Form:

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

SPOKANE PUBLIC FACILITIES DISTRICT

By: \_\_\_\_\_

Its: \_\_\_\_\_

CONVENTION CENTER HOTEL LLC

By: \_\_\_\_\_

Name: Walter B. Worthy

Its: Manager

By: \_\_\_\_\_

Name: Karen L. Worthy

Its: Manager

STATE OF WASHINGTON )

:SS.

County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared, David Condon, to me known to be the Mayor of the City of Spokane, a municipal corporation of the State of Washington that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My Appointment expires \_\_\_\_\_

STATE OF WASHINGTON )

:SS.

County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared, Kevin Twohig, to me known to be the Chief Executive Officer of the Spokane Public Facilities District, a municipal corporation of the State of Washington that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My Appointment expires \_\_\_\_\_

STATE OF WASHINGTON )

:SS.

County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared, Walter B. Worthy, to me known to be a Manager of Convention Center Hotel LLC, a Washington limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said limited liability company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: \_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My Appointment expires \_\_\_\_\_

STATE OF WASHINGTON )

:SS.

County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared, Karen L. Worthy, to me known to be a Manager of Convention Center Hotel LLC, a Washington limited liability company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the limited liability company, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument on behalf of said limited liability company.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Printed Name: \_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_,  
residing at \_\_\_\_\_  
My Appointment expires \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION OF THE DISTRICT FACILITIES PROPERTY

PARCEL 1:

A PORTION OF HAVERMALE'S SECOND ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 148, AND A PORTION OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED, AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET AND THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;  
THENCE NORTH 87°05'15" EAST, ALONG THE NORTH LINE OF SAID SPOKANE FALLS BOULEVARD, 712.00 FEET TO THE SOUTHWEST CORNER OF SPOKANE FALLS COURT;  
THENCE NORTH 02°50'49" WEST, ALONG THE WEST LINE OF SAID SPOKANE FALLS COURT AND PARALLEL WITH THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET, 157.95 FEET (REC. 158.00 FEET);  
THENCE NORTH 87°05'15" EAST, ALONG THE NORTH LINE OF SPOKANE FALLS COURT AND PARALLEL TO THE NORTH LINE OF SPOKANE FALLS BOULEVARD, 32.51 FEET (REC. 32.50 FEET);  
THENCE NORTH 10°19'39" WEST, 10.14 FEET (REC. 10.08 FEET);  
THENCE NORTH 12°34'07" WEST, 10.14 FEET;  
THENCE NORTH 14°30'20" WEST, 10.21 FEET;  
THENCE NORTH 15°36'04" WEST, 10.25 FEET;  
THENCE NORTH 16°24'59" WEST, 10.23 FEET;  
THENCE NORTH 18°01'49" WEST, 10.36 FEET;  
THENCE NORTH 20°55'29" WEST, 10.51 FEET;  
THENCE NORTH 25°56'46" WEST, 10.87 FEET;  
THENCE NORTH 24°58'06" WEST, 3.82 FEET;  
THENCE NORTH 02°50'49" WEST, PARALLEL WITH THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET, 48.01 FEET (REC. 47.95 FEET);  
THENCE NORTH 35°58'22" EAST, 10.24 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, THE RADIUS OF WHICH BEARS SOUTH 33°45'06" EAST, A DISTANCE OF 25.00 FEET;  
THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30°08'53", AN ARC DISTANCE OF 13.15 FEET TO A POINT 742.00 FEET EAST OF THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET AND 301.00 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;  
THENCE NORTH 02°50'49" WEST, 12.00 FEET;  
THENCE NORTH 35°58'22" EAST, 67.76 FEET;  
THENCE NORTH 42°07'28" EAST, 40.45 FEET;  
THENCE NORTH 56°26'07" EAST, 68.56 FEET;  
THENCE SOUTH 31°58'44" EAST, 47.24 FEET (REC. 47.23) FEET TO A POINT 895.01 FEET EAST OF THE EAST RIGHT OF WAY LINE OF WASHINGTON STREET AND 388.00 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SPOKANE FALLS BOULEVARD;  
THENCE NORTH 87°05'15" EAST, 730.36 FEET (REC. 730.38 FEET) TO THE WEST RIGHT OF WAY LINE OF DIVISION STREET;



THENCE NORTH 03°05'15" WEST, ALONG SAID WEST RIGHT OF WAY LINE 77.03 FEET TO THE  
 BEGINNING OF A CURVE TO THE LEFT THE RADIUS OF WHICH BEARS SOUTH 03°05'15" EAST, A  
 DISTANCE OF 195.00 FEET;  
 THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31°23'12", AN ARC  
 DISTANCE OF 106.82 FEET TO THE BEGINNING OF A REVERSE CURVE THE RADIUS OF WHICH  
 BEARS NORTH 34°28'27" WEST, A DISTANCE OF 150.00 FEET;  
 THENCE ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 18°18'01", AN ARC  
 DISTANCE OF 47.91 FEET TO A POINT 145.71 FEET WEST OF THE WEST RIGHT OF WAY LINE OF  
 DIVISION STREET AND 418.00 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF SPOKANE  
 FALLS BOULEVARD;  
 THENCE SOUTH 87°05'15" WEST, PARALLEL WITH SAID NORTH RIGHT OF WAY LINE, 251.29 FEET  
 TO A POINT 397.00 FEET WEST OF THE WEST RIGHT OF WAY LINE OF DIVISION STREET;  
 THENCE NORTH 03°05'15" WEST, PARALLEL WITH SAID WEST RIGHT OF WAY LINE, 130.46 FEET;  
 THENCE NORTH 80°44'15" EAST, 84.09 FEET;  
 THENCE NORTH 84°21'00" EAST, 176.33 FEET;  
 THENCE NORTH 80°36'00" EAST, 86.86 FEET;  
 THENCE NORTH 82°33'30" EAST, 51.06 FEET (REC. 51.05 FEET) TO THE WEST RIGHT OF WAY LINE  
 OF DIVISION STREET;  
 THENCE NORTH 03°05'15" WEST, ALONG SAID WEST RIGHT OF WAY LINE, 26.40 FEET;  
 THENCE SOUTH 73°18'46" WEST, 19.39 FEET;  
 THENCE SOUTH 63°12'14" WEST, 32.63 FEET;  
 THENCE SOUTH 72°13'24" WEST, 20.32 FEET;  
 THENCE SOUTH 82°06'10" WEST, 21.05 FEET;  
 THENCE SOUTH 85°05'30" WEST, 53.94 FEET;  
 THENCE SOUTH 85°36'01" WEST, 37.38 FEET;  
 THENCE SOUTH 81°27'48" WEST, 91.18 FEET;  
 THENCE SOUTH 81°28'18" WEST, 27.40 FEET;  
 THENCE SOUTH 81°39'06" WEST, 28.26 FEET;  
 THENCE SOUTH 81°22'21" WEST, 31.57 FEET;  
 THENCE SOUTH 82°48'52" WEST, 24.37 FEET;  
 THENCE SOUTH 79°50'33" WEST, 22.96 FEET;  
 THENCE SOUTH 81°13'51" WEST, 9.30 FEET;  
 THENCE SOUTH 83°01'55" WEST, 74.81 FEET;  
 THENCE SOUTH 82°41'31" WEST, 46.90 FEET;  
 THENCE SOUTH 82°54'44" WEST, 68.90 FEET;  
 THENCE SOUTH 86°30'10" WEST, 50.81 FEET;  
 THENCE SOUTH 88°24'39" WEST, 51.00 FEET;  
 THENCE NORTH 89°55'42" WEST, 31.12 FEET;  
 THENCE SOUTH 89°19'43" WEST, 29.16 FEET;  
 THENCE SOUTH 87°35'15" WEST, 28.09 FEET;  
 THENCE SOUTH 82°33'35" WEST, 29.40 FEET;  
 THENCE SOUTH 72°57'28" WEST, 5.64 FEET;  
 THENCE SOUTH 63°30'04" WEST, 4.49 FEET;  
 THENCE SOUTH 62°26'42" WEST, 23.20 FEET;  
 THENCE SOUTH 62°23'20" WEST, 27.23 FEET;  
 THENCE SOUTH 76°42'03" WEST, 41.02 FEET;  
 THENCE SOUTH 71°49'34" WEST, 46.60 FEET;  
 THENCE SOUTH 41°58'06" WEST, 41.14 FEET;

THENCE SOUTH 42°05'55" WEST, 101.61 FEET;  
THENCE SOUTH 42°02'23" WEST, 50.88 FEET;  
THENCE SOUTH 42°06'30" WEST, 62.27 FEET;  
THENCE SOUTH 60°16'28" WEST, 2.58 FEET;  
THENCE SOUTH 42°00'29" WEST, 42.09 FEET;  
THENCE SOUTH 41°59'51" WEST, 83.72 FEET;  
THENCE SOUTH 87°05'09" WEST, 50.65 FEET;  
THENCE SOUTH 86°58'38" WEST, 109.39 FEET;  
THENCE SOUTH 87°06'04" WEST, 138.61 FEET;  
THENCE NORTH 69°30'57" WEST, 15.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO  
THE LEFT THE RADIUS OF WHICH BEARS SOUTH 79°07'08" WEST, A DISTANCE OF 14.93 FEET;  
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 232°50'37", AN ARC  
DISTANCE OF 60.68 FEET;  
THENCE SOUTH 03°07'55" EAST, 19.91 FEET;  
THENCE SOUTH 00°46'51" WEST, 3.96 FEET;  
THENCE SOUTH 42°06'21" WEST, 75.74 FEET TO THE EAST RIGHT OF WAY LINE OF WASHINGTON  
STREET;  
THENCE SOUTH 02°50'49" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 141.20 FEET TO THE  
POINT OF BEGINNING.

EXCEPT ANY PORTION OF DEEDED TO STATE OF WASHINGTON ON MARCH 13, 1990, RECORDED  
APRIL 9, 1990 UNDER AUDITOR'S FILE NO. 9004090075, IN SPOKANE COUNTY, WASHINGTON, FOR  
STATE ROUTE #2, SPOKANE RIVER BRIDGE VICINITY AND DIVISION STREET.

AND EXCEPT ALL THAT PORTION CONDEMNED BY CAUSE NO. 91201392-1, SUPERIOR COURT OF  
THE STATE OF WASHINGTON, IN AND FOR SPOKANE COUNTY, WASHINGTON FOR STATE ROUTE  
#2, SPOKANE RIVER BRIDGE VICINITY AND DIVISION STREET.

Assessor's Property Tax Parcel Numbers: 35185.0070, 35184.2017, 35184.2108,  
35184.2109, 35184.2112, and 35184.0412

EXHIBIT B  
LEGAL DESCRIPTION OF THE HOTEL PROPERTY

Real property in the County of Spokane, State of Washington, described as follows:

LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 7, HAVERMALES'S ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 22, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

TOGETHER WITH LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK 8, RESURVEY AND ADDITION TO SPOKANE FALLS, ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE 1, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON;

FURTHER TOGETHER WITH A STRIP OR PARCEL OF LAND ADJOINING ON THE EAST OF LOT 10, BLOCK 8, RESURVEY AND ADDITION TO SPOKANE FALLS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, AND RUNNING THENCE EAST 13.8 FEET, MORE OR LESS, TO THE WEST LINE OF BLOCK 7, HAVERMALE'S ADDITION; THENCE SOUTH ALONG THE WEST LINE OF SAID BLOCK 7 TO THE NORTH LINE OF MAIN AVENUE;

THENCE WEST ALONG THE NORTH LINE OF MAIN AVENUE, 13.8 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 10; THENCE NORTH ALONG THE EAST LINE THEREOF TO THE PLACE OF BEGINNING;

FURTHER TOGETHER WITH THAT THE ALLEY BETWEEN SPOKANE FALLS BOULEVARD AND MAIN AVENUE FROM WASHINGTON STREET TO BERNARD STREET VACATED BY ORDINANCE NO. C-34449, AND RECORDED UNDER AUDITOR'S NO. 6114104.

APN: 35184.0701  
APN: 35184.0702  
APN: 35184.0703  
APN: 35184.2101  
APN: 35184.2102  
APN: 35184.2103  
APN: 35184.2104  
APN: 35184.2105  
APN: 35184.2106  
APN: 35184.2107  
APN: 35184.2108  
APN: 35184.2109  
APN: 35184.2110  
APN: 35184.2111  
APN: 35184.2112

EXHIBIT C

HE DECISION

*[Exhibit Begins on Following Page]*

## CITY OF SPOKANE HEARING EXAMINER

Re: Skywalk Application by ) FINDINGS, CONCLUSIONS,  
Spokane Public Facility District ) AND DECISION  
)  
) FILE NO. Z1400022-SKWK

### SUMMARY OF PROPOSAL AND DECISION

**Proposal:** The Spokane Public Facility District seeks approval of a Type III Skywalk Permit to connect a new mezzanine floor in the Convention Center to the second floor of the new convention hotel. The applicant also seeks approval of a variance to exceed the fourteen foot height limit for the skywalk structure.

**Decision:** Approval, subject to conditions.

### FINDINGS OF FACT BACKGROUND INFORMATION

**Applicant:** Spokane Public Facility District  
Attn: Kevin Twohig, CEO  
720 W. Mallon Avenue  
Spokane, WA 99201

**Owners:** Spokane Public Facility District  
Attn: Kevin Twohig, CEO  
Convention Center Hotel, LLC  
Attn: Walt Worthy

**Agent:** Jim Kolva  
115 S. Adams Street, #1  
Spokane, WA 99201

**Property Location:** The subject site is located at 333 and 334 W. Spokane Falls Boulevard, west of the intersection at Bernard Street and Spokane Falls Boulevard. The proposed skywalk will cross Spokane Falls Boulevard.

**Zoning:** The property is zoned DTG (Downtown General).

**Comprehensive Plan Map Designation:** The property is designated as Institutional and Downtown in the City's 2001 Comprehensive Plan.

**Site Description and Surrounding Conditions:** The proposed skywalk will be constructed in the air space over Spokane Falls Boulevard. The proposed site is

between Bernard Street and Washington Street, but close to the intersection of Bernard Street and Spokane Falls Boulevard. On the south side of Spokane Falls Boulevard, the new convention hotel is under construction. That construction project encompasses the entire block between Bernard Street and Washington Street, to the east and west, and Spokane Falls Boulevard and Main Street to the north and south. On the north side of Spokane Falls Boulevard is the Convention Center, the Ag Trade Center, and the INB Performing Arts Center. Further to the north is the Spokane River and Riverfront Park.

**Surrounding Zoning:** The Convention Center is zoned DTG-100, and the new Convention Center Hotel is zoned DTC and DTC-100 on the northwest corner. The INB Performing Arts Center and Ag Trade Center are zoned Institutional. Riverfront Park is classified as Open Space. The zoning in the area is predominantly downtown.

**Project Description:** The applicant has requested approval of a Type III Skywalk Permit to construct a skywalk over Spokane Falls Boulevard to connect a new mezzanine floor within the Spokane Convention Center to the parking garage of the new convention hotel. The skywalk will be approximately two stories above the street. The proposed skywalk will be approximately 112 feet in length and 18 feet in height. A variance has been requested to exceed the 14 foot height limit for the structure, in order to accommodate the difference in height between the Convention Center and the new convention hotel. The applicant requested this variance because the allowable external slope of the structure (1%) is less than the slope allowed for the internal ramp (5%). The structure needs to be deepened, therefore, to meet the external slope requirement and account for the height differences between the buildings, while still preserving the aesthetics of the skywalk and receiving buildings. The skywalk will include steel structure, a ramp and mechanical/electrical equipment, and will be enclosed with glass and aluminum panels. The purpose of the project is to provide a grade-separated, all-weather pedestrian connection over Spokane Falls Boulevard.

### **PROCEDURAL INFORMATION**

**Authorizing Ordinances:** Spokane Municipal Code ("SMC") Chapter 12.02, Article III, Skywalks, and SMC 17G.060.170, Decision Criteria.

**Notice of Community Meeting:** Mailed: March 10, 2014  
Posted: March 10, 2014

**Notice of Application/Public Hearing:** Mailed: June 2, 2014  
Posted: June 3, 2014

**Design Review Board:** Workshop Meeting: November 13, 2013  
Recommendation Meeting: June 25, 2014

**Community Meeting:** March 26, 2014

**Site Visit:** July 18, 2014

**SEPA:** A Determination of Nonsignificance ("DNS") was issued by the City of Spokane Engineering Department on June 18, 2014.

**Hearing Date:** July 10, 2014

**Testimony:**

Tami Palmquist, Associate Planner  
City of Spokane Planning & Development  
808 West Spokane Falls Boulevard  
Spokane, WA 99201

Stanley M. Schwartz  
Witherspoon Kelley  
422 W. Riverside Ave., Suite 1100  
Spokane, WA 99201

Bert Lomax  
6517 S. Pittsburg  
Spokane, WA 99223

Jim Kolva  
115 S. Adams St., #1  
Spokane, WA 99201

Kevin Twohig  
Spokane Public Facilities District  
720 W. Mallon Avenue  
Spokane, WA 99201

Larry Soehren  
PFD Project Chair  
601 W. Main, #400  
Spokane, WA 99201

**Exhibits:**

1. Planning Services Staff Report
2. Application, including:
  - 2A General Application
  - 2B Variance Permit Application
  - 2C Skywalks and Air Right Use Application
  - 2D Project Description
  - 2E Design Review Application and Project Summary
  - 2F Site Plan
  - 2G Rendering of Area of Gateway Sign Graphic
  - 2H Aerial view of proposed skywalk
  - 2I Building Sections
3. Skywalk Specifications Checklist
4. Pre-Development Conference Notes
5. Engineering Services comments
6. Building Services comments
7. Design Review comments
  - 7A dated 11-05-13
  - 7B dated 11-14-13

- 7C Undated response to 11-14-13 comments from applicant
- 7D dated 06-16-14
- 7E dated 06-30-14
- 8. Spokane Regional Clean Air Agency comments
- 9. Spokane Tribe of Indians comments
- 10. Notice map
- 11. Parcel and address listing
- 12. Notice of Community Meeting
- 13. Notice Application and Public Hearing
- 14. Affidavit of mailings:
  - 14A dated 03-10-14
  - 14B dated 06-02-14
- 15. Affidavit of posting:
  - 15A dated 03-10-14
  - 15B dated 06-03-14
- 16. SEPA Determination of Nonsignificance dated 06-18-14
- 17. Environmental Checklist
- 18. Community meeting attendance roster
- 19. Community meeting agenda
- 20. Community meeting summary
- 21. Letter dated 02-21-14 to Jim Kolva from Tami Palmquist
  - re: community meeting instructions
- 22. Letter dated 05-13-14 to Interested Parties from Tami Palmquist
  - re: requesting comments
- 23. Letter dated 05-28-14 to Jim Kolva from Tami Palmquist
  - re: notice of application/public hearing instructions
- 24. Email dated 06-09-14 to Tami Palmquist from Bert Lomax
  - re: opposing project
- 25. Email dated 06-09-14 to Hearing Examiner's Office from Stan Schwartz
  - re: memorandum in support of skywalk application
- 26. Hard copy of PowerPoint presentation by Tami Palmquist
- A-1 Email dated 06-01-14 to Tami Palmquist from Gary Pollard, Chair, Riverside Neighborhood Council
  - re: in support of skywalk project

## **FINDINGS AND CONCLUSIONS**

To be approved, the proposed skywalk and variance applications must comply with the criteria set forth in Spokane Municipal Code sections 17G.060.170. The Hearing Examiner has reviewed the proposed applications and the evidence of record with regard to the application and makes the following findings and conclusions.

### **A. Skywalk Application**

1. *The proposed skywalk or air rights use is consistent with the comprehensive*



plan. See SMC 17G.060.170(E)(3)(a).

The proposal is generally consistent with the comprehensive plan. There are numerous policies that which broadly support pedestrian connectivity throughout the downtown. See Exhibit 1, p. 5. The proposal certainly advances the goal of connectivity, in particular by creating a convenient and safe way for pedestrians to travel to and from the convention areas, the performing arts center, parking, and the new hotel. In this regard, the proposed skywalk makes eminent sense.

There is apparently only one policy that is explicitly directed to skywalks, namely Policy TR 2.10, entitled "Pedestrian and Bicycle Linkages Across Barriers." See id. That policy provides that skywalks should only be developed where pedestrians cannot be safely accommodated at the ground level. The Hearing Examiner believes that pedestrian safety is a genuine problem at this particular location. There is a history of pedestrian traffic exiting the convention area and performing arts center, in particular, and into Spokane Falls Boulevard in order to reach parking areas on the south side of the street. *Testimony of K Twohig.* Spokane Falls Boulevard is fairly heavily trafficked, and the intensity of such use will only increase with the new convention hotel being erected. The Hearing Examiner concludes that these circumstances often result in unsafe conditions for pedestrians. Efforts to date to address the issue (e.g. bike-rack style barriers along the sidewalk to guide pedestrians to cross-walks), while well intended given the lack of alternatives, seem far from optimal. The proposed skywalk is a logical and effective option to reduce the likelihood of conflict between pedestrians and vehicles. Connecting the campus to parking by a separated walking route appears to be a well-considered alternative to otherwise unsatisfactory conditions.

The objectives of the comprehensive plan are also supplemented by a specific plan developed for downtown. As the applicant noted, this subarea plan adds detail to the city's comprehensive plan. See Exhibit 25, p. 3 (citing SMC 17B.010.020). There are numerous policies in the downtown plan that generally supports the development of the convention area campus. See Exhibit 2C, pp. 1-8. The Hearing Examiner generally agrees with the comments from the applicant in this regard. See id. The Hearing Examiner concludes that the proposed skywalk is consistent with and constitutes a beneficial component of that campus. And this conclusion further establishes that the proposal is consistent with the goals and policies of the comprehensive plan, as refined or supplemented by the downtown plan.

The Hearing Examiner concludes, consistent with the Staff, that this criterion for approval is satisfied.

2. *The proposed skywalk or air rights use conforms to the standards contained in sections 12.02.0430 through 12.02.0474, unless design deviations have been approved by the Design Review Committee. See SMC 17G.060.170(E)(3)(b).*

The proposal satisfies the development standards contained in the municipal code. While the applicant has proposed certain deviations from those standards, those

departures from the letter of the codes are properly addressed by variance requests. That matter aside, the Hearing Examiner believes that all the municipal standards are satisfied in this case, as the following discussion demonstrates.

Initially, it should be recognized that the design elements of the proposal have already been considered and deemed satisfactory by the Design Review Board. The Design Review Board considered the proposed design at a workshop on November 13, 2013. See Exhibit 1, p. 5. Following that workshop, the Design Review Board suggested modifications to the proposed plan. See id. Thereafter some adjustments were made to the plans. See id. The Design Review Board then considered the revised plans and endorsed them as satisfying technical requirements and aesthetic objectives. See id. The Hearing Examiner is aware of no evidence, in this record, to justify reaching a conclusion contrary to the Design Review Board, hereinafter “DRB”.

The proposed skywalk addresses the technical design standards and requirements. As the DRB recognized, the proposed skywalk meets the standards for transparency; finish materials; structural materials; glazing; drainage; vertical clearance; ramp construction; lighting; level connection; street access and other similar standards. See e.g. SMC 12.02.0450, 12.02.0452, 12.02.1462, 12.02.0464, 12.02.0470, 12.02.0472 and 12.02.0474 . In any event, conformity with such technical design requirements will be a condition of this approval. Generally speaking, these are not optional goals, that are code-based development standards. The only anticipated deviations from these standards are those addressed in the variance application (discussed further below). So long as the variance is granted with respect to such deviations, the proposal will be developed in full conformity with the design requirements.

One design issue that calls for specific attention is the question of signage. The applicant proposes to display the words “Convention Center” on the glass of the Skywalk. See Exhibit 1, p. 7. A depiction of the proposed display is provided in Exhibit 2E. This proposal needs to be considered more carefully because the municipal code provides that “[n]o advertising, readerboards, or other signs, except City traffic signs, shall be permitted on the internal or external portions of the skywalk structures.” See SMC 12.02.0470(A).

The Hearing Examiner concludes that the SMC 12.02.0470, considered alone, prohibits the proposed signage on the skywalk glass. While the Hearing Examiner agrees that the signage may not qualify as advertising, and is certainly not a readerboard, the proposed display clearly does fit within the meaning of “other signage.” The term “other signage” is quite broad. There are no provisions in SMC 12.02.0470 limiting the scope or meaning of “other signage.” The applicant suggests, nonetheless, that the proposed signage is in the nature of a “city traffic sign,” and therefore fits within an express exception to the rule against signage. See Exhibit 25 p. 4 n.1; see also Exhibit 7C p. 3. The Hearing Examiner disagrees, to the extent the applicant may be suggesting that the exception for “city traffic signs” literally applies in this case. The proposed display is not a traffic sign. Thus, on its face, SMC 12.02.0470 prohibits the proposed signage. However, that is not the end of the analysis.

Despite the foregoing, the Hearing Examiner concludes that the proposed display should be permitted as an authorized design deviation. Under the municipal code, the Design Review Board may approve deviations for skywalk applications. See SMC 17G.060.170(E)(3)(b). In addition, the Hearing Examiner is authorized to allow design exceptions as deemed appropriate, but only if such deviations are recommended by the Design Review Board. See id. In this case, following the workshop, the Design Review Board recommended that the applicant give greater consideration to “design options that could create a more distinctive gateway to Downtown.” See Exhibit 7B. The applicant then proposed a design that included the graphic simply stating “Convention Center,” marking the entrance to the convention area of downtown. See Exhibit 7C. In a subsequent meeting, the Design Review Board approved the revised design, including the signage, with a clear understanding of the requirements of SMC 12.02.0470. See Exhibits 7D and 7E. The Hearing Examiner concurs with the Design Review Board's recommendation to approve the proposed design, for a number of reasons.

The convention campus is located at a gateway point to downtown. The proposed location of the skywalk is an ideal location to demark that entrance. As the applicant notes, the skywalk bridges “two structures that will now anchor the East End Gateway.” See Exhibit 7C, p. 2. The signage would also promote the wayfinding objective of the Downtown plan. While the signage is not literally a traffic sign, the display does touch upon some of the purposes of such signage, by calling attention to the location of public or community amenities. The signage does not turn the skywalk into a billboard or set any kind of precedent that for displays on other skywalks in the downtown area. The situation presented in this case is quite unique, given the nature of the convention campus, the lack of retail traffic or operations within the campus itself (on the north side of Spokane Falls Boulevard), the proximity to a gateway point into the city, and the like. And the design is tasteful, blending in perfectly with the surroundings and aesthetics of the campus. Ultimately, the Hearing Examiner agrees with the applicant that the signage helps create a distinctive gateway to downtown Spokane, as requested by the Design Review Board.

The Hearing Examiner concludes, for the reasons discussed above, that this criterion for approval is met.

3. *The proposed skywalk or air rights use conforms to the standards contained in the uniform codes. See SMC 17G.060.170(E)(3)(c).*

Adherence to the uniform codes is a fundamental prerequisite and condition to the issuance of building permits. See Exhibit 1, p. 9. Compliance with those standards is a condition of this approval. No comments or evidence was submitted suggesting that this project could not or would not satisfy such standards. As conditioned, this project will be developed in accordance with the uniform codes. As a result, the Hearing Examiner concludes that this criterion is satisfied.

4. *The City is compensated for the fair market value of public air space used for any*

*activity other than public pedestrian circulation. See SMC 17G.060.170(E)(3)(d).*

By the terms of this criterion, no compensation is due to the City if the skywalk is installed for purposes of public pedestrian circulation. That is the express purpose of this skywalk. As a result, no compensation is required. See Exhibit 1, p. 9. The Hearing Examiner agrees with Staff that this criterion is inapplicable to this proposal. See id.

- 5. An agreement, satisfactory to the City Attorney, indemnifies and holds the City harmless against all loss or liability, and the applicant obtained approved public liability insurance, naming the City as an additional named insured, with combined limits of \$500,000.00. See SMC 17G.060.170(E)(3)(e) and SMC 12.02.0430.*

The Staff and the applicant both confirmed that the required agreement is in the process of being prepared for presentation to the City Council. The presentation and execution of the required agreement is, in fact, a condition of this approval. Therefore, this criterion will be satisfied if this project is to go forward.

## **B. Variance Application**

- 1. A variance or modification of the standard or requirement is not prohibited by the land use code. See SMC 17G.060.170(E)(1)(a).*

The applicant sought a variance from the requirement that the skywalk structure itself be no more than 14 feet in height. See Exhibit 2B. The Staff concluded that this criterion is satisfied because there the municipal code does not contain a prohibition against obtaining a variance from this height limitation. See id. As further evidence that no such prohibition exists, the Staff notes that the Hearing Examiner, conditioned upon a DRB recommendation, is authorized under SMC 12.02.0424 to approve exceptions to such design requirements. See id. The Hearing Examiner agrees with these conclusions.

- 2. No other procedure is provided in this chapter to vary or modify the standard or requirement, or compliance with such other procedure would be unduly burdensome. See SMC 17G.060.170(E)(1)(b).*

The Hearing Examiner reads this criterion to require, in essence, that if there is another, less drastic, way to obtain an exception or deviation from code requirements, other than a variance, that procedure must be followed rather than seeking a variance. The exception to this proscription is for cases in which the alternative to the variance option is “unduly burdensome.”

Given this understanding, the Hearing Examiner doubts that a variance is necessary in order to approve the height modification for the skywalk. SMC 12.02.0424 allows the Hearing Examiner to grant exceptions to the skywalk regulations under Chapter 12, provided the DRB first recommends such changes. The design exception authorized in SMC 12.02.0424 does not state that the granting of the exception is dependent upon satisfying the requirements for a variance. That code section does

reference Chapter 11.02 of the SMC. However, Chapter 11.02 has been repealed. Moreover, Chapter 12.02 has replaced the former provisions related to skywalks. See e.g. former SMC 11.02.0466 (stating the decision criteria for skywalk permits).

In this case, the DRB specifically approved the design as presented. See Exhibits 7C and 7E. That design, as presented, was for a skywalk structure that exceeded fourteen feet in height. On this record, there appeared to be no substantive changes to the design following the DRB's recommendation on June 25, 2014. Although the testimony was not explicit in this regard, it would appear, under these circumstances that the DRB approved the structure even though it exceeded the height limitation, and did so in order to ensure certain design objectives were satisfied.

Assuming that the Hearing Examiner has misunderstood something and a variance application is actually mandated in this case, the applicant properly requested a variance, having no better alternative to pursue. The Hearing Examiner also recognizes that the applicant likely felt compelled to apply for the variance, in order to avoid discovering, at this late juncture, that a variance application was actually required. In any event, as the Staff concluded, other than the design deviation first sought through the DRB, there is no alternative for the applicant other than to request a variance. See Exhibit 1, p. 4. Therefore, this criterion for approval of the variance is satisfied.

3. *Strict application of the standard or requirement would create an unnecessary hardship because the property cannot be developed to the extent similarly zoned property in the area can be developed due to the physical characteristics of the improvements. See SMC 17G.060.170(E)(1)(c).*

The Hearing Examiner concludes that this criterion for approval of a variance is satisfied. A variance from the height limitation was necessitated by the difference in height between the two receiving structures, i.e. the existing Convention Center and the new convention hotel under construction. The skywalk must be connected on the second floor. Due the difference in the height of the respective second floors, the external structure of the skywalk, without modifications, would exceed the 1% slope limitation. To address this issue, the application proposed to deepen the structure to 18 feet, so that the external structure would satisfy the slope requirement, even though the internal ramp would slope to a degree greater than 1%.

The only evidence in this record is that the difference in height between the structures was not within the control of the applicant. The Public Facilities District is not in a position to dictate to the hotel developer the precise height of the second floor of the new facility, which is already partly constructed. And the Convention Center was built decades ago, so its height is predetermined. Thus, the problem being addressed was not "self-created." See SMC 17G.060.170(E)(1)(c). It would be wholly unreasonable to condition the project on some radical modification to the already existing Convention Center, merely to ensure the aesthetic objective for skywalk slope was maintained. That is the kind of unnecessary hardship that the variance standards were designed to avoid.

There is no question that a variance can be granted based upon the height differences between the two buildings. Under the applicable criteria, a variance can be granted when the “physical characteristics” of “the improvements” do not allow such development. See id. Thus, a variance is allowed not only due to conditions of the land itself, but also of improvements to the land, such as the two buildings in question, one pre-existing, and one under construction.

This is the kind of case contemplated by the variance standards. As a result, the Hearing Examiner concludes that this criterion for approval of a variance is met.

4. *The project should be approved because surrounding properties will not suffer significant adverse effects; the appearance of the property or use will not be inconsistent with the development patterns of the surrounding property; and the ability to develop the property in compliance with other standards will not be adversely affected. See SMC 17G.060.170(E)(1)(d).*

The Hearing Examiner concludes that the proposal does not create adverse effects on surrounding properties. As the Staff notes, the Convention Center dominates the north side of Spokane Falls Boulevard at the relevant location. See Exhibit 1, p. 4. The new convention hotel will take up the entire block on the south side of Spokane Falls Boulevard between Washington Street and Bernard Street. See id. None the nearby uses, such as a restaurant, offices, or an apartment building, will be negatively affected by the presence of a skywalk. See id. The impacts on views are affected minimally, as the skywalk is largely transparent in accordance with the code. No historic features or contexts are negatively impacted. See id.

The skywalk is designed to blend in aesthetically. The variance request will facilitate this quality, by disguising the deviation from the slope requirements and ensuring that the skywalk appears level. See id. The additional height of the skywalk will also appear proportional given the length of the structure. See id.

The Hearing Examiner concludes that this criterion for approval of a variance is satisfied.

5. *The requested variance does not allow or establish a use that is not allowed in the underlying districts as a permitted use; or to modify or vary a standard or requirement of an overlay zone, unless specific provision allow a variance. See SMC 17G.060.170(E)(1)(e).*

Pursuant to SMC 12.02.0420, a skywalk may be constructed in any part of the City of Spokane. As a result, the proposed variance does not allow an otherwise prohibited use or standard. The Hearing Examiner concurs with Staff that this criterion is therefore satisfied.

6. *Any floodplain variance is subject to the additional criteria found in SMC 17E.030.090 and SMC 17E.030.100. See SMC 17G.060.170(E)(1)(f).*

This application is not subject to floodplain requirements. See Exhibit 1, p. 5. The Hearing Examiner agrees with Staff that this criterion is not applicable. See id.

### **C. Comments in Opposition to Application**

The Hearing Examiner acknowledges that there was one strong voice in opposition to the project. Mr. Lomax offered an intelligent and fairly persuasive critique regarding the problems created by the downtown skywalk system, as well as the city's utilization of one-way streets in the downtown area. Although his arguments were well articulated and had some merit, the Hearing Examiner nonetheless concludes that this project should be approved.

First, the Hearing Examiner must note that the applicant has satisfied all the criteria for approval of the project, as is extensively discussed above. Mr. Schwartz correctly noted that the approval criteria do not apparently grant the Hearing Examiner discretion to deny the project based upon the issues raised by Mr. Lomax. For example, the Hearing Examiner doubts that he has the authority to deny the application because, hypothetically, an additional skywalk would reduce foot-traffic to retail businesses at the street level. For the most part, the objections raised are policy questions that would have to be addressed legislatively, i.e. by the City Council.

Second, even if the Hearing Examiner had the requisite authority to deny the project on the suggested grounds, the Hearing Examiner would nonetheless approve the project on this record. The Hearing Examiner believes that Mr. Lomax's criticisms are better directed at the existing skywalk and street system in the core of downtown, rather than to this project. The Hearing Examiner agrees with Mr. Soehren that the proposed skywalk is essentially a single-purpose structure that is not oriented in or around retail uses. The Hearing Examiner also agrees with Mr. Twohig that the proposed structure is more analogous to the skywalk between Riverpark Square and City Hall, than to the skywalk systems more centrally located downtown. In the Hearing Examiner's opinion, the use of the skywalk to reach the convention campus from the parking garage will not adversely affect street-level retail, or create a "vacuum" of sorts that invites deterioration at the street level. There will undoubtedly be a great deal of pedestrian traffic in front of the new hotel, as well as in and around the convention center campus. What will not be as likely, however, is that folks will be taking unnecessary risks crossing Spokane Falls Boulevard.

### **DECISION**

It is the decision of the Hearing Examiner to approve the proposed skywalk application subject to the following conditions:

1. Approval is for a skywalk to extend across Spokane Falls Boulevard. The skywalk is to be built in the location and with the design substantially in accordance with the

plans submitted to the City and in the record as Exhibits 2F, 2G, 2H and 2I. Any proposed changes to those plans shall be submitted to Planning Services for review and approval. If Planning Services finds the proposed changes to be substantial then they will be submitted to the Hearing Examiner for review and approval.

2. Pursuant to SMC Section 12.02.0452, Further Specifications, construction plans submitted for a building permit must conform with the following requirements:
  - A. The construction of skywalks shall be in accordance with the plans and specifications filed with the City, and shall comply with the City building code, so as to provide necessary fire protection between the pedestrian skywalk structure and the buildings to which it is connected, as well as necessary fire protection between properties within the tributary malls and walkways.
  - B. Skywalks must be designed and constructed so as to bear solely upon privately owned land and be removable without affecting the structural integrity of the buildings situated on private land.
  - C. All glazing within the skywalk structure shall be not less than one-quarter inch thick tempered glass set in metal frames. Skywalks must have internal, controlled, year-round drainage to adjoining building systems or to the storm sewer, constructed and maintained to the satisfaction of the City of Spokane.
3. The applicant shall negotiate with the City and execute an agreement satisfactory to the City Attorney that contains the appropriate indemnifications, insurance provisions and the appropriate agreement regarding air rights, as applicable. The ordinance approving the skywalk shall not be submitted to the City Council until that agreement is in place.
4. Adhere to any additional performance and development standards documented in comment or required by City of Spokane, Spokane County Washington State, and any Federal agency.
5. This approval does not waive the applicant's obligation to comply with all of the requirements of the Spokane Municipal Code including the Uniform Codes, as well as requirements of City Departments and outside agencies with jurisdiction over land development.
6. This project must adhere to any additional performance and development standards documented in comments or required by the City of Spokane, the County of Spokane, the State of Washington, and any federal agency.
7. Spokane Municipal Code section 17G.060.240 regulates the expiration of this approval, and Table 17G.060-3 sets forth the time frame for the expiration of all approvals.
8. This approval is subject to the above-stated conditions. By accepting this approval



the applicant acknowledges that these conditions are reasonable and agrees to comply with them. The filing of the above required covenant constitutes the applicant's written agreement to comply with all conditions of approval. The property may not be developed except in accordance with these conditions and failure to comply with them may result in the revocation of this approval.

DATED this 24 day of July 2014.



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Brian McGinn  
City of Spokane Hearing Examiner

#### **NOTICE OF RIGHT TO APPEAL**

Appeals of decisions by the Hearing Examiner are governed by Spokane Municipal Code 17G.060.210 and 17G.050.

Decisions by the Hearing Examiner regarding conditional use permits are final. They may be appealed by any party of record by filing a Land Use Petition with the Superior Court of Spokane County. **THE LAND USE PETITION MUST BE FILED AND THE CITY OF SPOKANE MUST BE SERVED WITHIN TWENTY-ONE (21) CALENDAR DAYS OF THE DATE OF THE DECISION SET OUT ABOVE.** The date of the decision is the 24th day of July, 2014. **THE DATE OF THE LAST DAY TO APPEAL IS THE 14<sup>th</sup> DAY OF AUGUST 2014 AT 5:00 P.M.**

In addition to paying any Court costs to appeal the decision, the ordinance requires payment of a transcript fee to the City of Spokane to cover the costs of preparing a verbatim transcript and otherwise preparing a full record for the Court.

Pursuant to RCW 36.70B.130, affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.



Area of Gateway Sign Graphic  
**CONVENTION  
C E N T E R**  
Approximately 425 square feet  
9-feet tall by 47-feet long

**Agenda Sheet for City Council Meeting of:**

08/18/2014

**Date Rec'd**

8/6/2014

**Clerk's File #**

OPR 2014-0558

**Renews #****Submitting Dept**NEIGHBORHOOD SERVICES & CODE  
ENFORCEMENT**Cross Ref #****Contact Name/Phone**HEATHER 625-6854  
TRAUTMAN**Project #****Contact E-Mail**

HTRAUTMAN@SPOKANECITY.ORG

**Bid #**

4030-14

**Agenda Item Type**

Contract Item

**Requisition #**

CR 14669

**Agenda Item Name**

CONTRACT FOR BOARDING AND MONITORING OF SUBSTANDARD BUILDINGS

**Agenda Wording**

Contract with KB Construction for Boarding and Monitoring of substandard buildings for \$75,000.00 for one year.

**Summary (Background)**

Buildings are boarded and monitored by order of the Building Official through the hearing process outlined under SMC 17F.070. This bid was selected based on a Request for Proposals. KB Construction was the lowest bid for the new contract term of September 1, 2014 to August 31, 2015. Liens for boarding and monitoring are placed on properites and repaid at the time of sale, transfer or with payment of property taxes.

**Fiscal Impact****Budget Account**

Expense \$ 75,000

# 1200-58100-38148-54201

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

TRAUTMAN, HEATHER

**Study Session****Division Director**

MALLAHAN, JONATHAN

**Other**

PCED 7-7-14

**Finance**

LESESNE, MICHELE

**Distribution List****Legal**

WHALEY, HUNT

htrautman@spokanecity.org

**For the Mayor**

SANDERS, THERESA

mhughes@spokanecity.org

**Additional Approvals**

mhecker@spokanecity.org

**Purchasing**

WAHL, CONNIE

stresko@spokanecity.org

mlesesne@spokanecity.org

## CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State Municipal Corporation, as "City", and CHRISTOPHER BOLT DBA KB CONSTRUCTION, whose address is 2031 West Rousseau Drive, Coeur d'Alene, Idaho 83815, as "KB".

The parties agree as follows:

1. PERFORMANCE. KB shall BOARD UP AND MONITOR UNSECURED PROPERTIES, as requested by the City's Code Enforcement Supervisor or designee. Performance shall be in accordance with KB's attached quote submitted to the City on June 23, 2014.
2. CONTRACT TERM. The Contract term shall begin September 1, 2014 and run through August 31, 2015, unless terminated earlier.
3. COMPENSATION. The City shall pay a maximum of SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) for everything furnished and done under this Contract, including applicable tax, labor, equipment, and monitoring.
4. PAYMENT. KB shall send its application for payment, *with a statement of labor, materials, supplies and equipment within fourteen (14) days of action and by address*, to the Neighborhood Services and Code Enforcement Department, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of KB's application.
5. PUBLIC WORKS REQUIREMENTS. The work under this Contract is classified as public works maintenance under state law.
  - A. KB shall pay state prevailing wages. KB and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) KB's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by KB for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefilled statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, KB and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
  - B. A payment/performance bond is NOT required.

C. Statutory retainage is NOT required.

6. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

7. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

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

9. AMENDMENTS. This Contract may be amended at any time by mutual agreement.

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

11. TERMINATION. Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay KB for all work previously authorized and performed prior to the termination date.

12. INDEMNIFICATION. KB shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expenses arising out the negligent acts or negligent omissions of KB, its officers, employees and subcontractors in connection with the performance of the Contract. The City shall defend, indemnify and hold harmless KB, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent acts or omission of the City, its officers, employees and subcontractors in connection with the performance of the Contract.

13. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that Kent and its employees shall perform the best general practice and that only material and workmanship of the best quality are to be used.

15. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color,

religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. KB 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 KB.

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. KB shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If KB 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.

17. INSURANCE. During the term of the Contract, KB shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- 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 provide that the City, its officers and employees are additional insureds but only with respect to KB's services to be provided under this Contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$500,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from KB or its insurer(s) to the City. As evidence of the insurance coverages required by this Contract, KB shall furnish acceptable insurance certificates to the City at the time it returns the signed Contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. KB shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

18. AUDIT / RECORDS. Kent and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. KB and its subcontractors shall provide access to authorized City representatives at reasonable times and in a reasonable manner to inspect and copy

any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

Dated: \_\_\_\_\_ CITY OF SPOKANE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
CHRISTOPHER BOLT DBA  
KB CONSTRUCTION

E-Mail address, if available: \_\_\_\_\_  
\_\_\_\_\_

BRIEFING PAPER  
BOARDING AND MONITORING CONTRACT  
City of Spokane  
PCED Committee  
Monday, July 07, 2014

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Subject

To increase the current contract for services for boarding and monitoring buildings by \$25,000.00 using funding from the Code Enforcement budget for a total contract of \$75,000.00.

Background

Buildings are boarded and monitored by order of the Building Official through the hearing process outlined under SMC 17F.070. The contract for these services with KB Construction was signed after a request for proposals was issued by the City of Spokane in 2012 for \$20,000.00. The contract was amended in 2013 to add \$30,000.00 and an additional year of service by the vendor KB Construction. The current contract expires on August 31, 2014.

Additional funds are required for services provided to cover the remaining contract period. The number of buildings requiring boarding and monitoring has increased in the last two years. This is a necessary service to provide property preservation when a responsible party cannot be found or does not act to secure or monitor the condition of the structures.

A new Request for Proposals has been completed by City Purchasing and KB Construction will be awarded the bid for the new contract term of September 1, 2014 to August 31, 2015 and will be brought before council by a separate contract.

Impact

Convey the impact(s) of the issue as it relates to the city, county, region, community or other specific group(s) and what it may mean to other city programs or functions.

Action

The contract is proposed to be submitted to the City Clerk's Office on July 2<sup>nd</sup>, with advanced agenda review on July 7<sup>th</sup> and under the City Council consent agenda on July 14<sup>th</sup>. The new contract for services by KB construction will be



submitted to the City Clerk's Office on August 6<sup>th</sup>, with advanced agenda review on August 11<sup>th</sup> and under the City Council consent agenda on August 18<sup>th</sup>.

#### Funding

Existing funding for boarding and monitoring is provided by the Building Department for the Building Official Hearing process under SMC 17F.070. There are sufficient funds in the Code Enforcement budget to cover this increase in the current contract. The costs of the Building Official Hearing program are recouped through the fees and liens assessed through this process and SMC 8.02. The current fee in 8.02 address the costs in the contract requested.

**Agenda Sheet for City Council Meeting of:**

08/18/2014

**Date Rec'd**

8/6/2014

**Clerk's File #**

OPR 2014-0559

**Renews #****Submitting Dept**

WATER &amp; HYDROELECTRIC SERVICES

**Contact Name/Phone**

STEVE BURNS 742-8154

**Contact E-Mail**

SBURNS@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

4100 - ENGINEERING SERVICES FOR UPRIVER SPILLWAY DAM REHABILITATION

**Cross Ref #****Project #****Bid #**

4022-14

**Requisition #**

CR#14661

**Agenda Wording**

Work for this first stage of design will include reviewing background information, initial site visit and investigations, corrosion investigations, and petrographic investigation of the spillway dam concrete.

**Summary (Background)**

A Request for Qualifications (RFQ)#4022-14 was advertised on May 12, 2014 and statement of qualifications were opened on June 2, 2014. Five statements of qualifications were received: Hatch, LTD; AECOM; Tetra Tech, Inc; McMillen, LLC; Civil Solutions, LLC. An evaluation committee of five members reviewed the statements of qualifications and scored each based on the criteria provided in the RFQ. Hatch LTD. recieved the highest aggregate score and was therefore selected by the evaluation team

**Fiscal Impact****Budget Account**

Expense \$ 67,450.00

# 4100-42490-94000-56501-15712

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

KEGLEY, DANIEL

**Study Session****Division Director**

ROMERO, RICK

**Other**

PWC - 7/28/2014

**Finance**

LESESNE, MICHELE

**Distribution List****Legal**

WHALEY, HUNT

sburns

**For the Mayor**

SANDERS, THERESA

acline

**Additional Approvals**

dkegley

**Purchasing**

PRINCE, THEA

tprince

mlesesne



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

to perform the engineering services for this project. Hatch Ltd. submitted a proposal of the required stages of analysis and design work. Completing the design and specifications outlined in the RFQ scope of work will require three stages, each relying on the previous to continue. The information obtained from Part A is crucial in determining the level of rehabilitation the spillway requires, thus the design and specification elements. Part A of the engineering design work will require unique access techniques to inspect and analyze the spillway dam piers and tainter gates. The corrosion investigation and the petrographic analysis will require in-situ and laboratory testing. This will require 6 concrete cores, 4" diameter by 18' length, from the piers.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Select	\$		#
Select	\$		#

**Distribution List**


BRIEFING PAPER  
Public Works Committee  
Engineering Services  
July 28, 2014

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Subject

Engineering Services for Upriver Dam Spillway Rehabilitation Phase II Specifications and Design - Part A. Work for this first stage of design will include reviewing background information, initial site visit and investigations, corrosion investigation, and petrographic investigation of the spillway dam concrete.

Background

A Request for Qualifications (RFQ) was advertised on May 12, 2014 and statements of qualifications were opened on June 2, 2014. Five statements of qualifications were received: Hatch Ltd.; AECOM; Tetra Tech, Inc.; McMillen, LLC; and Civil Solutions, LLC. An evaluation committee of five members reviewed the statements of qualifications and scored each based on the criteria provided in the RFQ. Hatch Ltd. received the highest aggregate score and was therefore selected by the evaluation team to perform the engineering services for this project.

Hatch Ltd. submitted a proposal (enclosed) of the required stages of analysis and design work. Completing the design and specifications outlined in the RFQ scope of work will require three stages, each relying on the previous to continue. The information obtained from Part A is crucial in determining the level of rehabilitation the spillway requires, thus the design and specification elements. Part A will be \$67,450 for Hatch Ltd. to complete. The scopes of work for the two remaining stages are to be determined as the design project continues. See the enclosed Hatch Ltd. proposal for engineering and consulting services for the complete project, including the stage presented in this briefing paper.

Impact

Part A of the engineering design work will require unique access techniques to inspect and analyze the spillway dam piers and tainter gates. The corrosion investigation and the petrographic analysis will require in-situ and laboratory testing. This will require 6 concrete cores, 4" diameter by 18" length, from the piers. The information obtained from these analyses is crucial in determining the level of rehabilitation the spillway requires. The FERC has been notified of the scope of work and the city is waiting for their reply.

Action

The Water Department recommends award of Part A of Upriver Spillway Dam Rehabilitation Phase II Specifications and Design contract to Hatch, Ltd.

Funding

This project is funded by Water Department capital budget.

## CONSULTANT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and HATCH LTD., whose address is 6 Nickerson Street, Suite 101, Seattle, Washington 98109, as "Consultant".

The parties agree as follows:

1. **PERFORMANCE.** The Consultant shall provide the following scope of work for the UPRIVER DAM SPILLWAY REHABILITATION PHASE II SPECIFICATIONS & DESIGN, PART A – SITE INVESTIGATIONS. All Work shall be in accordance with the City's RFQ #4022 and Consultant's Scope of Work submitted in response to the City's RFQ, dated July 16, 2014, attached hereto.

### **PART A – SITE INVESTIGATIONS**

#### **1. Task 1 – Review Background Information and Project Kick-off**

**1.1 Design Documents and Reports:** Review relevant background information. If necessary, prepare an Excel list of the available documents from the City with brief descriptions of information provided. For example, the list would differentiate between pier and gate related references.

**1.2 Monitoring Data:** Prepare a list of instruments used for monolith monitoring. Include notes concerning frequency of reading, estimated accuracy and precision, type and numbers of instruments and locations.

**1.3 Dam Safety Reports:** Review FERC Dam Safety reports and dam safety-related reporting.

**1.4 Project Kick-off Meeting:** Participate in one day of meetings and a site visit to review and clarify project objectives, identify information gaps, and review schedule.

#### ***Deliverables:***

- *List of reference documents related to the spillway piers and AAR.*
- *Meeting notes.*

#### **2. Task 2 – Field and Laboratory Investigations**

**2.1 Site Investigation Plan:** After the review of background information and discussion with the City, prepare a memorandum identifying planned site investigation procedures,

equipment, personnel, locations and procedures. The plan would also identify any site specific access requirements and safety measures. The draft plan will be sent to City personnel for review and scope will include one set of revisions.

**2.2 Initial Site Visit and Investigations:** Coordinate with the City to efficiently complete the initial site visit. The site investigation would be planned with the City to minimize interruption to hydrorelated activities.

Objectives during the first site visit would be:

- Establish photo “stations” and document face of each pier;
- Remotely perform approximate crack mapping including crack width measurements (spotchecks) as access permits;
- Identify core sample locations (use pacometer to mark reinforcing steel locations);
- Expose and measure concrete reinforcing steel corrosion in several locations;
- Perform detailed inspection of the radial gates and hoist equipment; and
- Measure and document corrosion loss on the radial gates and hoist equipment.

**2.3 Corrosion Investigation:** Both pier reinforcing and gate steel corrosion conditions will be investigated. According to the site investigation plan, corrosion testing will be carried out. This will require both in situ and laboratory testing. Investigations will include exposing reinforcing steel and measuring the amount of section loss in several locations.

**2.4 Petrographic Investigation of Concrete Cores:** Coordinate the removal of four 4” diameter concrete cores as necessary to get representative sampling of pier concrete. Arrange the transport of cores to the selected AAR materials testing laboratory. A total of 6 cores (4” diameter x 18 inch length) will be drilled and extracted for selected locations in the piers.

The following examination and testing are to be performed:

- Thin sections petrographic examination to assess presence and potential for continuation of AAR on 4 core samples;
- Damage Rating Index (DRI) as a measure of the serviceability of the concrete on 4 core samples;
- Soluble alkalies content test on 4 core samples; and
- Residual expansion tests on 2 core samples.

**2.5 Reinforcing Steel “In Situ” Strain Measurements (Optional):** Select several locations just below the construction joint experiencing cracking, remove and expose the horizontal reinforcing steel, install strain gauges, cut the horizontal reinforcing and record the change in strain, install a barlock couple to rejoin the cut reinforcing and

patch the hole with concrete patch material. This measurement may be required if it is necessary to account for stress build up in the reinforcing steel.

***Deliverables:***

- *TM 2.1 – Site Investigation Plan: Identifies site investigation activities.*
- *TM 2.2 - Site Visit and Inspection Memo: Includes results of petrographic investigation.*
- *TM 2.3 - Reinforcing Steel Insitu Stress Test Results (Optional).*

2. CONTRACT TERM. The Agreement shall begin on September 2, 2014, and run through December 31, 2014, unless terminated earlier.

3. COMPENSATION. The City shall pay the Consultant on a reimbursable cost basis an amount not to exceed SIXTY SEVEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$67,700.00) as full compensation for the services provided under this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

4. PAYMENT. The Consultant shall submit monthly applications for payment to the Water Department - Upriver Dam, 914 East North Foothills Drive, Spokane, Washington 99207. Payment will be made within thirty (30) days after receipt of the Consultant's application. If the City objects to all or any portion of the invoice, it shall notify the Consultant and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

6. STANDARD OF PERFORMANCE. The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

7. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

8. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

9. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this Agreement.

10. INDEMNIFICATION. The Consultant shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Consultant's performance of this Agreement, except to the extent of those claims arising from the negligence of the City, its officers and employees.

**The Consultant waives its immunity under Industrial Insurance, title 51 RCW, to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

11. INSURANCE. During the term of the Agreement, the Consultant shall maintain in force at its own expense, the following insurance coverage(s):

- 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;
- 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 agents, officers and employees are Additional Insureds but only with respect to the Consultant's services to be provided under this Agreement.
- 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 or 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 thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish an acceptable insurance certificate to the City at the time the Consultant returns the signed Agreement.



12. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The 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.

13. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Consultant 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.

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

15. AUDIT / RECORDS. The Consultant and its sub-consultants shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Consultant and its sub-consultants shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

16. MISCELLANEOUS PROVISIONS.

A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.

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

C. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

D. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

HATCH LTD.

Email Address, if available:  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments that are part of this Agreement:

Consultant's Scope of Work in response to City RFQ #4022, dated July 16, 2014

14-531

**DRAFT (7/9/14)**

July 9, 2014

Stephen M. Burns, P.E.  
City of Spokane  
Water Department-Upriver Dam  
914 E North Foothills Drive  
Spokane, WA 99207

Dear Stephen::

**Subject: Upriver Dam Spillway Rehabilitation Phase II Specifications & Design  
Engineering and Consulting Services**

The attached Offer for Engineering and Consultancy Services outlines the scope, approach to be used to complete the project, the deliverables and our commercial offer.

The overall cost is estimated to be **\$67,450** on a reimbursable cost basis for Phase II A. Hatch will perform the work outlined in this Offer for Engineering and Consultancy Services in accordance with the attached Schedule of Rates and Professional Services Terms and Conditions. This letter, the Statement of Work, Hatch Standard Terms and Conditions and Hatch Schedule of Rates form the whole agreement between City of Spokane and Hatch.

Draft scopes for Phase II B - Analysis and Phase II C – Rehabilitation Design are included in this document. We will not know which tasks and subtasks are required until the condition of the spillway piers and tainter gates are better understood. For this reason, work hours and cost estimates for Phases II B and II C are not included.

If this offer is acceptable to City of Spokane, please sign the attached Acceptance and we can mobilize the team to start to undertake this work for you. If you would like to meet with me to clarify and further discuss any aspect of this offer, please call me at 206-288-2911.

Yours faithfully,

James H. Rutherford, P.E.

JHR:jhr  
Ref.: Spokane Upriver Engineering Services\_070914.docx  
Attachment(s)

cc: John Doe  
Robert Smith  
File

**ENGINEERING AND CONSULTANCY SERVICES**  
**for**  
**Upriver Dam Spillway Rehabilitation Phase II Specifications & Design**

**July 9, 2014**

---

<b>Client Name:</b>	City of Spokane
<b>Project Name:</b>	Upriver Dam Spillway Rehabilitation Phase II Specifications & Design
<b>Client Contact:</b>	Stephen M. Burns, P.E.
<b>Hatch Contact:</b>	James H. Rutherford, P.E.  <a href="mailto:jrutherford@hatchusa.com">jrutherford@hatchusa.com</a> Phone: 206 288 2911
<b>Proposal Number:</b>	14-2123, Rev. A
<b>Estimated Start Date:</b>	August 15, 2014
<b>Estimated Completion Date:</b>	February 28, 2015
<b>Cost Basis:</b>	Reimbursable Costs Basis
<b>Project Estimate (IIA only):</b>	\$67.450



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## Scope of Work

### CITY OF SPOKANE

#### UPRIVER SPILLWAY REHABILITATION PHASE II SPECIFICATIONS AND DESIGN

##### PHASE II A – SITE INVESTIGATIONS

1. Task 1 – Review Background Information and Project Kick-off
  - 1.1 Design Documents and Reports: Review relevant background information. If necessary, prepare a sortable Excel list of the available documents from the City with brief descriptions of information provided. For example, the list would differentiate between pier and gate related references.
  - 1.2 Monitoring Data: Prepare a list of instruments used for monolith monitoring. Include notes concerning frequency of reading, estimated accuracy and precision, type and numbers of instruments and locations.
  - 1.3 Dam Safety Reports: Review FERC Dam Safety reports and dam safety-related reporting.
  - 1.4 Project Kick-off Meeting: Participate in one day of meetings and a site visit to review and clarify project objectives, identify information gaps and review schedule.

*Deliverables:*

  - *List of reference documents related to the spillway piers and AAR*
  - *Meeting notes*
2. Task 2 – Field and Laboratory Investigations
  - 2.1 Site Investigation Plan: After the review of background information and discussion with the City, prepare a memorandum identifying planned site investigation procedures, equipment, personnel, locations and procedures. The plan would also identify any site specific access requirements and safety measures. The draft plan will be sent to City personnel for review and scope will include one set of revisions.
  - 2.2 Initial Site Visit and Investigations: Coordinate with the City to efficiently complete the initial site visit. The site investigation would be planned with the City to minimize interruption to hydro-related activities. Objectives during the first site visit would be:
    - Establish photo “stations” and document face of each pier;
    - Remotely perform approximate crack mapping including crack width measurements (spot checks) as access permits ;
    - Identify core sample locations (use pacometer to mark reinforcing steel locations);



- Expose and measure concrete reinforcing steel corrosion in several locations;
- Perform detailed inspection of the radial gates and hoist equipment; and
- Measure and document corrosion loss on the radial gates and hoist equipment.

2.3 Corrosion Investigation: Both pier reinforcing and gate steel corrosion conditions will be investigated. According to the site investigation plan corrosion testing will be carried out. This will require both insitu and laboratory testing. Investigations will include exposing reinforcing steel and measuring the amount of section loss in several locations.

2.4 Petrographic Investigation of Concrete Cores: Coordinate the removal of four 4" diameter concrete cores as necessary to get representative sampling of pier concrete. Arrange the transport of cores to the selected AAR materials testing laboratory. A total of 6 cores (4" diameter x 18 inch length) will be drilled and extracted for selected locations in the piers.

The following examination and testing are to be performed:

- Thin sections petrographic examination to assess presence and potential for continuation of AAR on 4 core samples.
- Damage Rating Index (DRI) as a measure of the serviceability of the concrete on 4 core samples.
- Soluble alkalies content test on 4 core samples.
- Residual expansion tests on 2 core samples.

2.5 Reinforcing Steel "Insitu" Strain Measurements (Optional): Select several locations just below the construction joint experiencing cracking, remove and expose the horizontal reinforcing steel, install strain gauges, cut the horizontal reinforcing and record the change in strain, install a bar-lock couple to rejoin the cut reinforcing and patch the hole with concrete patch material. This measurement may be required if it is necessary to account for stress build up in the reinforcing steel.

*Deliverables:*

- *TM 2.1 – Site Investigation Plan: Identifies site investigation activities.*
- *TM 2.2 - Site Visit and Inspection Memo: Includes results of petrographic investigation.*
- *TM 2.3 - Reinforcing Steel Insitu Stress Test Results (Optional)*

**CITY OF SPOKANE**  
**UPRIVER SPILLWAY REHABILITATION PHASE II SPECIFICATIONS AND DESIGN**  
**PHASE II B – ANALYSIS (DRAFT SCOPE)**

3. Task 3 – Spillway Monolith and Gates Failure Modes Review

- 3.1 Failure Modes Review: In conference call with the City, review potential failure modes for the spillway monoliths and spillway gates including gate binding and pier failure.
- 3.2 Document Spillway Monolith and Gates PFM: Prepare memorandum documenting failure modes and suggested analysis to investigate and estimate risk. This task will inform the subsequent analysis tasks.

*Deliverables:*

- *TM 3.1 - Spillway Monolith and Gates PFM Documentation*

4. Task 4 – Pier Stability Analysis

- 4.1 Pier Analysis Basis Document: Prepare an analysis basis document including failure modes to investigate, assumed material strength parameters, and load cases.
- 4.2 Stability Analysis: Calculate pier stability safety factors using hand calculations. Perform parametric analysis to check the sensitive of assumptions such as material strength parameters.
- 4.3 Identify Stabilization and/or Monitoring Alternatives Depending on stability analysis results select alternative interventions to reduce risk of failure. For example, this could include anchor and/or extensometer installation.
- 4.4 Evaluate Alternatives and Select an Approach: Depending the alternatives identified it may be necessary to have an evaluation workshop with the City (including maintenance and operation staff) and key Hatch staff including Steve Goebel to select between design alternatives. We have used evaluation matrices that considers cost (with life cycle analysis), operation, maintenance, environmental considerations and worker safety. The workshop allows input from multiple voices and documentation of the decision making process.
- 4.5 Perform Grow 3D Stress Analysis: The Grow 3D finite element program was developed by Hatch to model AAR in hydraulic structures such as dams, spillways and locks. The program steps through time to simulate the development of the reaction and the stress dependant nature of AAR expansion. The program has been used to optimize remedial measures for several dams, spillways and locks. Based on initial stability analysis and evaluation of alternatives the need to perform Grow 3D analysis will be assessed. The additional analysis would be recommended if it can provide information that allows more efficient pier stabilization and monitoring measures to be implemented.



*Deliverables:*

- *TM 4.1 – Pier Analysis Basis Document*
- *TM 4.2 – Pier Analysis Results, Recommendation and Conclusions*

5. Task 5 – Tainter Gate Analysis

- 5.1 Gate Analysis Basis Document: Prepare an analysis basis document including assumed gate geometry and member sizes, material strength parameters, and load cases.
- 5.2 Stress Analysis: Utilize RISA 3D to perform stress analysis for load cases selected. Model gate structural members accounting for specific section sizes and yield stress limits. Perform parametric analysis to check the sensitivity of assumptions such as material strength parameters.
- 5.3 Identify Gate Upgrade and/or Monitoring Alternatives: Based on the findings from the analysis results some upgrades may be a requirement to upgrade the strength of the gates. For example, if a specific member is found to be overly stressed it might be recommended that the member be reinforced in place. Another possible scenario could be that we find that the member stresses are at acceptable levels, but that corrosion of certain critical member should be addressed and monitored.
- 5.4 Evaluate Alternatives and Select an Approach: The Hatch team would prepare a evaluation matrix that would identify the alternative under consideration and key evaluation parameters so that each alternative can be scored.

*Deliverables*

- *TM 5.1 – Tainter Gate Analysis Basis*
- *TM 5.2 – Tainter Gate Analysis Results*



**CITY OF SPOKANE**  
**UPRIVER SPILLWAY REHABILITATION PHASE II SPECIFICATIONS AND DESIGN**  
**PHASE II C – REHABILITATION DESIGN (DRAFT SCOPE)**

6. Task 6 – Rehabilitation Design and Contract Documents Development

A Design Basis Memorandum will be developed followed by a series of design submittals starting with 60% design through contract documents. The objective is to provide opportunities for early collaboration and coordination with the City.

**Table 1** provides a preliminary list of eight drawings that might be required for the rehabilitation design. We have assumed that we will use existing as-built drawings as a background and, as much as possible, not redraw existing images. This list does not include the installation of post tensioned anchors or borehole extensometers which may be required for stabilization and monitoring.

**Table 1 - Preliminary Drawing List**

Drawing No.	Description
G-1	Project Location, Index and General Notes
C-1	Dredging Plan
S-1	Dam Spillway Plan and Elevation
S-2	Pier Reinforcing Repair
S-3	Pier Crack Repair
S-4	Spillway Dissipation Blocks and Apron Repair
S-5	Tainter Gate Repairs

The following steps are planned to develop the contract documents for pier rehabilitation:

- 6.1 Design Basis Memorandum (DBM): Prepare a draft Design Basis Memo (DBM) including design assumptions, analysis basis, design criteria, figures showing preliminary design features, drawings list, outline specifications, and project schedule with key milestones and target completion dates. The DBM would include 30% design drawings showing all of the project features.
- 6.2 Prepare 60% Drawings and Outline Specifications: Develop design drawings to 60% completion level and submit for internal review followed by City review. (Specifications would be provided with each set of drawings submittals as described below.)
- 6.3 Prepare 90% Drawings and Specifications: Develop design drawings to 90% completion level along with specifications and submit for District and internal review.



- 6.4 Prepare Contract Documents: Final Review of Contract Drawings: Submit contract drawings for final internal and City review along with final review contract specifications. This task would include incorporation of final review comments into the bid drawings and specifications working closely with the City.

*Deliverables:*

- *TM 6.1 – Rehabilitation Design Basis Memo*
- *60% Design Drawings and Outline Specifications*
- *90% Design Drawings and Specifications*
- *Contract Documents*

7. Task 7 – Constructability Review and Construction Cost Estimate

The constructability review will be performed by Steve Goebel, who has significant experience with hard money bid pricing in Spokane. He will also review and contribute to construction cost estimates for the team. Cost estimates will be performed at several points during the design process to provide feedback to the City as to the expected costs as the design develops.

*Deliverables:*

- *TM 7.1 – Constructability Review: Summarize findings from constructability review of DBM and 60% design submittal. Recommend design adjustments to address constructability issues and improve the economics of rehabilitation approach.*
- *TM 7.2 – Construction Cost Estimate (60% Design)*
- *TM 7.3 – Construction Cost Estimate (90% Design)*
- *Engineer's Estimate*

8. Task 8 – Permit Management

Hatch will help the City of Spokane identify permitting requirements for all stages of the project and develop a strategy for avoiding any issues with obtaining permits. We envision the following steps as part of permit management:

- 8.1 Identify Permitting Requirements and Strategy. We assume from the RFQ document that JARPA and SEPA Checklist will be required. Endangered Species Act consultation and Section 106 consultation may also be required for dredging and associated US Army Corps of Engineers Permit. We will prepare these draft permit applications and documents for City review and final documents for submittal. Estimated budget may change if design and construction approaches result in impacts that must be mitigated.
- 8.2 Conduct Initial Agency Consultations with City
- 8.3 Complete and Submit Permits



*Deliverables:*

- *TM 8.1 – Outline of Permitting Requirements and Strategies based on Design.*
- *TM 8.2 – Permit applications*

9. Task 9 – Project Communications

For this project, we would work with the City of Spokane first to identify their direct public involvement needs and then produce a plan in collaboration with the City of Spokane to address any further requirements. We envision the following steps as part of the project communications process:

- 9.1 Identify Interest Groups (Public and Stakeholders)
- 9.2 Organize and Run Informational Meetings if Required
- 9.3 Coordinate Response to Public and Stakeholder Concerns and Suggestions if Required

*Deliverables:*

- *TM 9.1 – Public and Stakeholder Communications Strategy*
- *Public and Stakeholder Meeting Notes: Assume 2 meetings are held with notes required for each one.*
- *Draft letter response to public and stakeholder concerns and suggestions: Assume 2 draft letter responses are prepared during the period of construction.*

## Commercial Offer

The overall Phase IIA cost is estimated to be \$67,450 on a reimbursable cost basis.

Hatch will perform the work outlined in this Offer for Engineering and Consultancy Services (Phase II A) in accordance with the attached Schedule of Rates and Professional Services Terms and Conditions. This letter, the Statement of Work, Hatch Standard Terms and Conditions and Hatch Schedule of Rates form the whole agreement between City of Spokane and Hatch.

This offer remains valid for a period of 30 days from the date of this letter.

**Table 2 – Cost Estimate for Phase II A**

Task	Description	Hatch Hours	Hatch Labor	Hatch Expenses	Subconsultants*	Total
	Project Management	10	1,260			1,260
1	Review Background Information and Project Kick-off	45	7,370		6,170	13,540
2	Field and Laboratory Investigations	139	19,700	2,870	30,080	52,650
	<b>Totals</b>	<b>194</b>	<b>\$28,330</b>	<b>\$2,870</b>	<b>\$36,250</b>	<b>\$ 67,450</b>

\*Subconsultant estimates are pending. Phase IIA subconsultant cost are primarily dependent on ability to safely access pier faces and gates during site investigations task.

Cost estimates will be prepared for engineering services to complete Phase II B – Analysis and Phase II C – Rehabilitation Design after Phase II A has been completed and the work required to analyze and design the rehabilitation of the spillway pier and tainter gates is better understood.



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## Acceptance of Offer

City of Spokane accept this proposal and request Hatch to undertake the assignment as detailed above.

Signed on behalf of Hatch by:

Signed on behalf of City of Spokane by:

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**Name:** B U Leader  
**Title:** Director, Hatch  
**Date:**

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**Name:**  
**Title:**  
**Date:**



Safety • Quality • Sustainability • Innovation

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## Attachment A – Terms and Conditions

DRAFT



Safety • Quality • Sustainability • Innovation



Proposal 14-2123, Rev. A

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## Attachment B – Schedule of Rates

DRAFT



Safety • Quality • Sustainability • Innovation



Proposal 14-2123, Rev. A

**Agenda Sheet for City Council Meeting of:**

08/18/2014

**Date Rec'd**

8/6/2014

**Clerk's File #**

OPR 2014-0560

**Renews #****Submitting Dept**

AIRPORTS

**Cross Ref #****Contact Name/Phone**

LARRY KRAUTER 455-6419

**Project #****Contact E-Mail**

LKRAUTER@SPOKANEAIRPORTS

**Bid #****Agenda Item Type**

Contract Item

**Requisition #****Agenda Item Name**

AIRPORTS - GRANT OFFER AND ACCEPTANCE

**Agenda Wording**

FAA Grant Offer 3-53-0072-052 in the amount of \$7,775,305 for Spokane International Airport.

**Summary (Background)**

The Spokane International Airport is receiving a grant from the Federal Aviation Administration. This is a multi-year construction project for taxiway reconfiguration at Spokane International Airport which will include construction of the new Taxiway A5, G2, and G3, and associated work on airfield lighting and signage, and demolition of Taxiways B, D and F.

**Fiscal Impact****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

FARNSWORTH, LAURIE

**Study Session****Division Director****Other****Finance**

LESESNE, MICHELE

**Distribution List****Legal**

RICHMAN, JAMES

**For the Mayor**

SANDERS, THERESA

**Additional Approvals****Purchasing**





U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Seattle Airports District Office  
1601 Lind Ave. SW, Suite 250  
Renton, WA 98057-3356  
Phone: (425) 227-2650  
Fax: (425) 227-1650

August 6, 2014

Mr. Matt Breen  
Acting Director  
Engineering & Planning  
County & City of Spokane  
9000 W. Airport Dr.  
Spokane, WA 99224

Dear Mr. Breen:

We are enclosing the original and two copies of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-53-0072-052-2014 at Spokane International Airport – Spokane, Washington. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The governing body must have provided authority to execute the grant to the individual signing the grant; i.e. the sponsor's representative.
- The designated sponsor's representative must execute the grant, followed by your attorney's certification, by August 22, 2014, in order for the grant to be valid. The attorney's signature date must be on or after the sponsor's signature date.
- No change may be made by you or your representative to the Grant Offer.
- We ask that you return the Grant Offer to us by ((E-Mail (PDF)) or (facsimile), send a copy to your associated State Aviation Officials, and maintain the copy for your records.

Subject to the requirements in 49 CFR § 18.21, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Quarterly Performance Reports due within 30 days from the end of every quarter.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Region/Airports District Office.

Please print and attach a copy of the new Airport Sponsor Assurances dated 3/2014 to your grant application dated June 12, 2014. The Airport Sponsor, Planning and Nonairport Sponsor Assurances can all be obtained from the FAA website ([http://www.faa.gov/airports/aip/grant\\_assurances/](http://www.faa.gov/airports/aip/grant_assurances/)). Also, please print and attach a copy of the new AC Checklist for AIP and PFC Projects dated 3/20/2014. This is also on the FAA website at: (<http://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>). The applicable assurances and AC checklist are required to be included with each grant agreement.

A copy of an "A-133 Single Audit Certification Form" is attached. Please complete and return a copy to the office with the executed Grant Agreement. Please make a copy for your files.

In accordance with **OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations"**, if your organization expends \$500,000 or more a year (calendar or fiscal) in total Federal financial assistance, then you must conduct an audit in accordance with OMB Circular A-133 and submit it to the Federal Audit Clearinghouse, regardless of whether there are any significant findings. In accordance with your AIP grant agreement, you must also provide a copy of the audit information to this office.

Karen Miles is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Carolyn T. Read  
Manager, Seattle Airports District Office



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I – OFFER

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Date of Offer	<u>August 6, 2014</u>
Airport/Planning Area	<u>Spokane International Airport – Spokane, Washington</u>
AIP Grant Number	<u>3-53-0072-052-2014 (Contract Number: DOT-FA14NM-0035)</u>
DUNS Number	<u>058614496</u>
TO:	<u>County of Spokane, Washington and City of Spokane, Washington</u> (herein called the “Sponsor”) (The word “Sponsor” in this Grant Agreement also applies to a Co-Sponsor.)

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FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the “FAA”)

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 12, 2014, for a grant of Federal funds for a project at or associated with the Spokane International Airport – Spokane, Washington, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Spokane International Airport – Spokane, Washington (herein called the “Project”) consisting of the following:

Rehabilitate/reconfigure Taxiways B into A5, another portion of Taxiway D into G3, new Taxiway G2 and demolition of Taxiway F between Runway 3/21 and Taxiway G (Phase 3 and 4 - construction);

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as “the Act”), the representations contained in the Project Application, and in consideration of (a) the Sponsor’s adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor’s acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,417,722.
  - A. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
    1. \$0 for planning
    2. \$3,417,722 for airport development or noise program implementation
    3. \$0 for land acquisition.
2. **Multi-Year Grant.** This project is part of a multi-year grant, which is more fully described in the Special Conditions. The total United States share of the project is \$7,775,305, and the project is planned to be funded in Fiscal Years 2014-2015. For the fiscal years in which this project is being funded, the FAA will establish that fiscal year's maximum obligation in a letter to the Sponsor. When the FAA can calculate the funding and incur the obligation, the FAA will issue this letter to the Sponsor. Funding which will be subject to the restriction on the use of such apportionments imposed on FAA by existing and future Appropriations Acts. This commitment does not in itself obligate, preclude, or restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 22, 2014, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by

settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
10. **System for Award Management (SAM) Registration And Universal Identifier.**
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - B. Requirement for Data Universal Numbering System (DUNS) Numbers
    1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
    2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
    3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.
  - A. By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial



reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - A. may not be increased for a planning project;
  - B. may be increased by not more than 15 percent for development projects;
  - C. may be increased by not more than 15 percent for land project
17. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
18. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
19. **Ban on Texting When Driving.**
  - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
20. **Trafficking in Persons.**
  - A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
    1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
    2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
    3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

- B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –
1. Is determined to have violated the Prohibitions; or
  2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
    - a. Associated with performance under this agreement; or
    - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.
21. **Exhibit A Included with Grant Application.** The Exhibit “A” updated 2/13/2009, submitted with the project application is made a part of this grant agreement.
22. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word “Sponsor” as used in the application and other assurances is deemed to include all co-sponsors.

#### SPECIAL CONDITIONS

23. **MULTI-YEAR GRANTS - LETTER OF AGREEMENT:** The maximum obligation for the current fiscal year stated in Condition 1 of this grant agreement may be increased by the additional amounts, if any, added by the FAA letter to the Sponsor discussed in the subparagraph below, but may not exceed the United States’ share of the total estimated cost of completion, except as provided in 49 USC § 47108(b).

Under 49 USC § 47108, as amended, and at the Sponsor’s request, the FAA commits the United States to obligate an additional amount to this project for FY-2015 pursuant to 49 USC § 47114 and subject to the restrictions on the use of such apportionments imposed on FAA by current or future statute or regulation.

It is further understood by the Sponsor and the FAA that this commitment does not in itself obligate, preclude, nor restrict the FAA in the use of any funds made available for discretionary use to further aid the Sponsor in meeting the cost of this project under the terms of this grant agreement and limitations of the law.

The exact amount of this commitment will be established for each fiscal year by the FAA in a letter to the Sponsor stating the current maximum obligation for this project. This letter will be issued to the Sponsor by the FAA when such computation and obligation can be made in FY-2015. The Sponsor and the FAA agree that upon its issuance, this letter will be considered incorporated by reference into this grant agreement.

24. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will

- A. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- B. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- C. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - a. location of all runways, taxiways, and aprons;
    - b. dimensions;
    - c. type of pavement, and;
    - d. year of construction or most recent major rehabilitation.
  - 2. Inspection Schedule.
    - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
    - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- D. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
  - 1. inspection date;
  - 2. location;
  - 3. distress types; and
  - 4. maintenance scheduled or performed.
- E. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**25. PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000:**

The Sponsor agrees to:

- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
  - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
  - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).



4. Qualifications of engineering supervision and construction inspection personnel.
5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
7. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.
8. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
9. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

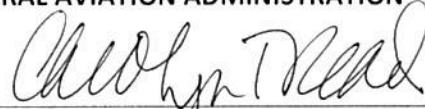
26. **MAINTENANCE PROJECT LIFE:** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
27. **NEW AIRPORT SPONSOR ASSURANCES:** The attached "Assurances" for Airport Sponsors" dated 3/2014 and updated 4/3/14, are hereby incorporated herein and made a part of the Project Application submitted by the Sponsor dated 6/12/14.
28. **TITLE VI:** It is understood and agreed by and between the parties hereto that the STANDARD DOT TITLE VI ASSURANCES executed by Sponsor 6/12/14 is hereby incorporated herein and made a part hereof by reference.
29. **FINANCIAL REPORTING REQUIREMENTS:** The Sponsor agrees to submit a **Federal Financial Report** (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.
30. The Sponsor further agrees to submit an **Outlay Report and Request for Reimbursement** (FAA Form SF-271 for construction projects) or **Request for Advance or Reimbursement** (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

31. **FINAL PAYMENT:** The Sponsor understands and agrees that in accordance with 49 USC 47111, no payments totaling more than 90 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed.
32. **SPONSOR PERFORMANCE REPORT:**
- A. **For non-construction projects** – the Sponsor understands and agrees that in accordance with 49 CFR 18.40 the Sponsor shall submit a Quarterly Performance Report to the Airports District Office (ADO) within 30 calendar days from the end of the quarter, beginning in the quarter in which the project begins, and for each following quarter until the project is substantially complete. If a major project or schedule change occurs between Quarterly Performance Reports, the sponsor must submit an out of cycle performance report to the ADO. The performance report for non-construction projects shall include the following as a minimum:
    - 1. A comparison of proposed objectives to actual accomplishments.
    - 2. Reasons for any slippage or lack of accomplishment in a given area.
    - 3. Impacts on other AIP-funded projects.
    - 4. Impacts to projects funded by PFC, other FAA programs, or the sponsor.
    - 5. Identification and explanation of any anticipated cost overruns.
  - B. **For construction projects** – FAA Form 5370-1 Construction Progress and Inspection Report satisfies the performance reporting requirement. The sponsor must submit FAA Form 5370-1 to the ADO on a **weekly basis** during construction and at least quarterly when the project is in winter shutdown, until the project is substantially complete. Form 5370-1 requires the following information:
    - 1. Estimated percent completion to date of construction phases.
    - 2. Work completed or in progress during the period.
    - 3. Brief Weather Summary during the period including approximate rainfall and period of below freezing temperature.
    - 4. Contract time: Number of days charged to date and last working day charged.
    - 5. Summary of laboratory and field testing during the period.
    - 6. Work anticipated by the contractor for the next period.
    - 7. Problem areas and other comments.
33. **GRANT APPROVAL BASED UPON CERTIFICATION:** The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:
- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
  - B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
  - C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this

Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

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(Signature)

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*Carolyn T. Read*

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*Manager, Seattle Airports District Office*

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**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants,

and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Designated Official Representative)

By:

\_\_\_\_\_  
(Typed Name of Sponsor's Designated Official Representative)

Title:

\_\_\_\_\_  
(Title of Sponsor)

#### **CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

By \_\_\_\_\_

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing

<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Name of Sponsor)

\_\_\_\_\_  
(Signature of Sponsor's Designated Official Representative)

By:

\_\_\_\_\_  
(Typed Name of Sponsor's Designated Official Representative)

Title:

\_\_\_\_\_  
(Title of Sponsor)

#### CERTIFICATE OF SPONSOR'S ATTORNEY

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_

(Signature of Sponsor's Attorney)

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



## A-133 Single Audit Certification Form

The Single Audit Act of 1984, implemented by OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations) establishes audit requirements for State and local governments that receive Federal aid. State or local governments (City, County, Airport Board) that expend \$500,000 or more a year (calendar or fiscal) in **total** Federal financial assistance must conduct an audit and submit it to the Federal Audit Clearinghouse. For more information on the Single Audit Act requirements please reference the following web site:  
<http://harvester.census.gov/sac/>

This notice is our request for a copy of your most recent audit, whether or not there are any significant findings. In accordance with your Airport Improvement Program (AIP) grant agreement, you must also provide the following certification to your local Airports District Office (ADO). Please fill out the information below by checking the appropriate line(s), sign, date, and return this form to the FAA local ADO identified at the bottom of the form.

### Airport Sponsor Information:

_____ Sponsor Name	_____ Fiscal/Calendar Year Ending
_____ Airport Name	
_____ Sponsor's Representative Name	_____ Representative's Title
_____ Telephone	_____ Email

Please check the appropriate line(s):

- ☐ We are subject to the A-133 Single Audit requirements (expended \$500,000 or more in **total** Federal funds for the fiscal/calendar year noted above) and are taking the following action:
- ☐ The A-133 single audit for this fiscal/calendar year has been submitted to the FAA.
  - ☐ The A-133 single audit for this fiscal/calendar year is attached.
  - ☐ The A-133 single audit report will be submitted to the FAA as soon as this audit is available.
- ☐ We are exempt from the Single Audit A-133 requirements for the fiscal/calendar noted above.

Sponsor Certification:

_____ Signature	_____ Date
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Return to:     FAA, Seattle Airports District Office  
                    1601 Lind Avenue SW, Suite 250  
                    Seattle, WA 98057-3356



## **ASSURANCES**

### **Airport Sponsors**

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#### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### **B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

## C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### **Federal Legislation**

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- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1 2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.



- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

### **Executive Orders**

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- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

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- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>1 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

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### **Specific Assurances**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

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### **Footnotes to Assurance C.1.**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

<sup>4</sup> On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

<sup>5</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

<sup>6</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

**2. Responsibility and Authority of the Sponsor.**

**a. Public Agency Sponsor:**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

**b. Private Sponsor:**

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
  - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or



to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
  - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
  - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
  - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
  - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
  - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing
  - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated \_\_\_\_\_ (the latest approved version as of this grant offer) and included in this grant, and in accordance



with applicable state policies, standards, and specifications approved by the Secretary.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

### **39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.





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Page 10 of 10

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DATE: 6/3/14

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**Agenda Sheet for City Council Meeting of:**

08/11/2014

**Date Rec'd**

7/30/2014

**Clerk's File #**

ORD C35134

**Renews #****Submitting Dept**

CITY COUNCIL

**Contact Name/Phone**

JON SNYDER 6254

**Contact E-Mail**

JSNYDER@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Agenda Item Name**

0320 ORD RE DISSOLUTION OF TBD (PED MASTER PLAN)

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Wording**

AN ORDINANCE relating to the dissolution of the City of Spokane Transportation Benefit District; amending SMC section 8.16.070.

**Summary (Background)**

SMC 8.16.070 provides the process whereby the Transportation Benefit District will automatically dissolve or could be dissolved by action of the TBD Governing Board. This amendment provides that the TBD shall dissolve at the end of 2015 if the City has not adopted a Pedestrian Master Plan.

**Fiscal Impact****Budget Account**

Select \$

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Select \$

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Select \$

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Select \$

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**Approvals****Council Notifications****Dept Head**

STUCKART, BEN

**Study Session****Division Director****Other****Finance**

LESESNE, MICHELE

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

SANDERS, THERESA

**Additional Approvals****Purchasing**



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

The action dissolving the TBD shall include the TBD Governing Board instructing the Washington State Department of Licensing to discontinue collecting the annual twenty dollar per vehicle fee effective January 1, 2016. All remaining funds received during 2015 shall be expended on projects previously approved by the TBD Governing Board and the City Council.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

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**Distribution List**


ORDINANCE NO. C35134

AN ORDINANCE relating to the dissolution of the City of Spokane Transportation Benefit District; amending SMC section 8.16.070.

The City of Spokane does ordain:

Section 1. That SMC section 8.16.070 is amended to read as follows:

**8.16.070 Dissolution of District**

- A. The TBD shall be dissolved when all transportation improvements associated with the operation, preservation, and maintenance of the City's existing transportation improvements, facilities, functions, activities, and programs set forth in the six-year pavement maintenance program and the pedestrian program of the City's 2012-2017 six-year comprehensive street program have been completed; all indebtedness of the district created to accomplish the improvements has been retired and when all of the TBD's anticipated responsibilities have been satisfied.
- B. The TBD shall be dissolved at the end of 2015 if the City has not adopted a Pedestrian Master Plan. The action dissolving the TBD shall include the TBD Governing Board instructing the Washington State Department of Licensing to discontinue collecting the annual twenty dollar per vehicle fee effective January 1, 2016. All remaining funds received during 2015 shall be expended on projects previously approved by the TBD Governing Board and the City Council.
- ~~B~~ C. In addition to the automatic dissolution of the district as set forth above in subsection A, the governing board reserves the right, as set forth in chapter 36.73 RCW, to cause the dissolution of the district for any legal reason, including if a regional transportation district with a funding mechanism is formed pursuant to an interlocal agreement as permitted in RCW 36.73.020.

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

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

Attest:

Approved as to form:

---

City Clerk

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Assistant City Attorney

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Mayor

---

Date

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Effective Date

**Agenda Sheet for City Council Meeting of:**

08/11/2014

**Date Rec'd**

7/30/2014

**Clerk's File #**

ORD C35135

**Renews #****Submitting Dept**

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**

AMBER 625-6275

**Project #****Contact E-Mail**

AWALDREF@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

First Reading Ordinance

**Requisition #****Agenda Item Name**

0320 ABANDONED PROPERTY REGISTRATION

**Agenda Wording**

An ordinance relating to the establishment of an abandoned property registration program; adopting new sections 8.02.0675 to chapter 8.02 and 17F.070.520 to chapter 17F.070 of the Spokane Municipal Code.

**Summary (Background)**

The City has an increase in the number of abandoned properties subject to foreclosures or other legal proceedings that prevent the properties from being resold. An abandoned property under the ordinance means property that is vacant and subject to foreclosure or other legal proceedings set forth in the ordinance. These properties are often not maintained, subject to vandalism or become substandard and subject to the Building Official's hearing.

**Fiscal Impact****Budget Account**

Select \$

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Select \$

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Select \$

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Select \$

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**Approvals****Council Notifications****Dept Head**

CHILDS, BRANDON

**Study Session****Division Director****Other**

Public Safety 7/21/14

**Finance**

LESESNE, MICHELE

**Distribution List****Legal**

WHALEY, HUNT

htrautman@spokanecity.org

**For the Mayor**

SANDERS, THERESA

**Additional Approvals****Purchasing**





**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

This ordinance requires lenders or other responsible parties to register abandoned properties with the City and to maintain the properties in order to make sure the properties are secure. The ordinance also provides that upon registration, the City will monitor the property, including periodic site visits.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>
Select	\$	#
Select	\$	#

**Distribution List**


## ORDINANCE NO. C35135

AN ORDINANCE relating to the establishment of an abandoned property registration program; adopting new sections 8.02.0675 to chapter 8.02 and 17F.070.520 to chapter 17F.070 of the Spokane Municipal Code.

WHEREAS, pursuant to the powers conferred in the Chapter 35.80 RCW, the City of Spokane seeks to reduce the number of vacant, abandoned or foreclosed buildings, homes or properties, and, through collection of a registration fee which would finance the monitoring of these properties, to proactively deter vandalism and detect decay, thereby protecting the quality/value of the building, home or property, and the integrity of the area in which it is located; and

WHEREAS, the City Council believes properties which are, or are soon to be, vacant, foreclosed, or subject to foreclosure proceeding, have an adverse and deleterious impact on the vitality and livability of the areas in which they are located, and on the general well-being of the City and its residents under RCW 35.80.010; and

WHEREAS, the City Council is aware of a significant number of these properties within the City of Spokane, which are owned and/or controlled by entities and /or individuals who are reluctant to voluntarily incur the cost and expense of adequately maintaining these properties to the standard found in the areas surrounding the property; and

WHEREAS, consistent monitoring of these properties would act as a deterrent to vandalism, and provide timely notice of decay, thereby protecting the value of the property and the area in which it is located; and

WHEREAS, the City Council believes it necessary that certain registration and maintenance requirements be imposed on the owners of these properties in order to minimize, if not eliminate, some of the adverse effects those properties have on the City and its residents; and

WHEREAS, under SMC 8.02.067, owners of buildings, homes or properties which are identified as substandard, unfit, abandoned or otherwise nuisances are assessed for charges incurred by the City in the enforcement of this code, separate from and in addition to an annual hearing processing fee, assessed until the building, home or property is no longer substandard, unfit, abandoned or otherwise a nuisance; --  
Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 17F.070.520 to chapter 17F.070 of the Spokane Municipal Code to read as follows:

## **17F.070.520 Abandoned Property Registration Program**

### **A. Purpose**

It is the purpose and intent of this section to establish an abandoned property registration program in order to protect the community from becoming blighted as a result of abandoned properties that are not properly secured and maintained. This section requires the lender or other responsible parties of properties that have been abandoned to register those properties with the City as set forth in this section.

### **B. Definitions**

As used in this chapter, the following terms have the meanings indicated unless the context clearly indicates otherwise:

1. "Abandoned Property" means a property that is vacant and (1) is under a current notice of default and/or notice of trustee's sale; (2) is the subject of a pending tax assessor's lien sale; (3) has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; (4) has been transferred under a deed in lieu of foreclosure/sale or (5) is subject to a contract forfeiture.
2. "Evidence of vacancy" means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant and not occupied by authorized persons. Such conditions include, but are not limited to, overgrown and/or dead vegetation; accumulation of newspapers, circulars, flyers and/or mail; past due utility notices and/or disconnected utilities; accumulation of trash, junk, and/or debris; statements by neighbors, passersby, delivery agents, or government employees that the property is vacant; and for residential properties, the absence of window coverings such as curtains, blinds, and/or shutters; the absence of furnishings and/or personal items consistent with residential habitation.
3. "Lender" means any person who makes, extends, or holds a real estate loan agreement and includes, but is not limited to, mortgagees; beneficiaries under deeds of trust; underwriters under deeds of trust; vendors under conditional land sales contracts; trustees and a successor in interest to any mortgagee, beneficiary, vendor or trustee and any other lien holder on the property. The term also includes any mortgagee, beneficiary or trustee that accepts a deed in lieu of foreclosure.
4. "Owner" means any natural person, partnership, association, corporation or other entity having legal title in real property including any borrower.

5. "Property" means any unimproved or improved, residential or commercial real property, or portion thereof, situated in the City, and includes the buildings or structures located on the property regardless of condition.
6. "Responsible party" means any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property, including but not limited to an owner, borrower, and lender as defined in this section.

C. Registration of Abandoned Properties.

The lenders or other responsible parties of real property which has been abandoned shall register that property with the City of Spokane Department of Building Services within thirty (30) day of the property becoming abandoned or of receiving notice from the City of the requirements of this section. The content of the registration shall include:

1. Proof of ownership, or financial interest, such as a lien or loan,
2. The name and contact information of the owner, lender or responsible party or the agent of the respective entity;
3. The name and contact information for the local property manager responsible for maintaining the property; and
4. Documentation which demonstrates the property is vacant, foreclosed, pending foreclosure, or subject to foreclosure, trustee's sale, tax assessor's lien sale or other legal proceedings.

D. Minimum Property Maintenance Requirements.

The lender or responsible party shall be required to:

1. maintain and keep properties free of conditions including, but not limited to:
  - a. weeds, dry brush, dead vegetation, trash, junk, debris, building materials and junk vehicles,
  - b. accumulation of newspapers, circulars, flyers, notices (except those required by federal, state, or local law), and discarded personal items including, but not limited to, furniture, clothing, or large and small appliances, and
  - c. graffiti, tagging, or similar markings by removal or painting over with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure,
2. secure ponds, pools and hot tubs and ensure that they do not become a public nuisance,
3. secure the property to prevent access by unauthorized persons, including, but not limited to, the following: the closure and locking of windows, doors (walk-through, sliding and garage), gates, and any other opening of such

size that it may allow a child or any other person to access the interior of the property and or structure(s). Securing also includes boarding as applicable. Material used for boarding shall be painted with an exterior grade paint that matches and/or coordinates with the color of the exterior of the structure,

4. take any other action necessary to prevent giving the appearance that the property is abandoned, and
5. monitor property as necessary to prevent the creation of a nuisance.

E. City Monitoring of Property.

Upon registration, the City will provide regular monitoring of the property including, but not limited to, periodic site visitation, which will not exceed the City's rights of access as well as notification to lender or responsible party if the property begins to exhibit characteristics established in RCW 35.80.010. The City's monitoring of the property does not relieve the lender or other responsible party from monitoring the property under subsection D.

F. Waiver for City to Abatement – Trespass of Unauthorized Individuals.

As part of the property registration, the lender or responsible party may waive any objection to the City to enter onto the property for purposes of abating a condition that would constitute an unfit or substandard building as established in RCW 35.80.010. The cost of the abatement shall be charged against the property pursuant to SMC 8.02.067. The City shall notify the owner, lender or responsible party five days prior to the City taking abatement action in order to allow the owner, lender or responsible party to abate the condition first unless such abatement constitutes an emergency and must be abated immediately.

The lender or responsible party shall provide written authorization to the police department to issue a trespass order against any unauthorized individual from the property.

G. Local Property Manager/Agent

The lender or responsible party shall provide the City with the name and contact information of the local property manager or agent who has the authority to act to respond to complaints regarding the property and to remedy any substandard or unfit conditions found on the property.

H. Annual Abandoned Property Registration Fee.

The lender or responsible party shall pay the annual abandoned property registration fee as set forth in SMC.8.02.069.

I. Building Official's Substandard or Unfit Building Declaration

If an abandoned property that has been properly registered with the Director of Building Services pursuant to this section is subsequently determined to be a substandard or unfit building by the Building Official pursuant to SMC 17F.070.400-.450, the abandoned property registration fee will not be imposed if the property is subject to the other fees set forth in SMC 8.02.067. If the property is removed from the Building Official's review agenda and the property is not occupied, the abandoned property registration shall be imposed.

J. Policies and Procedures

The City may develop policies to implement the procedure set forth above, which are consistent with and do not conflict with the provisions of this section, the Spokane Municipal Code, or the Revised Code of Washington.

K. Violation

Any person, firm or entity who fails to register an abandoned property pursuant to this section shall be subject to a class 1 civil infraction. Each day shall constitute a separate violation. Failure to maintain the property may result in the issuance of a criminal misdemeanor violation under SMC 10.08.030 for maintaining a nuisance property.

Section 2. That there is adopted a new section 8.02.0675 to chapter 8.02 of the Spokane Municipal Code to read as follows:

8.02.0675 Abandoned Property Registration Fee

There shall be a fee for an abandoned property registration under SMC 17F.070.520 in the amount of \$\_\_\_\_\_.

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

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

Attest:

Approved as to form:

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

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

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Mayor

---

Date

---

Effective Date

**Agenda Sheet for City Council Meeting of:**

08/11/2014

**Date Rec'd**

7/30/2014

**Clerk's File #**

ORD C35136

**Renews #****Submitting Dept**

CITY ATTORNEY

**Contact Name/Phone**

TIM 625-6229

**Contact E-Mail**

TSZAMBELAN@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Agenda Item Name**

ORDINANCE RELATING TO ADULT BUSINESSES AMORTIZATION PERIODS

**Agenda Wording**

An adult business that does not meet the standards set forth in SMC 17C.305.020(A) through SMC 17C.305.020(C) is a nonconforming adult business use.

**Summary (Background)**

An adult business that does not meet the standards set forth in SMC 17C.305.020(A) through SMC 17C.305.020(C) is a nonconforming adult business use. A nonconforming adult business use may continue to operate for twelve thirty-six months following the effective date of this section in order to make a reasonable recoupment of its investment in its current location, but only if the nonconforming adult business use was lawfully existing in all respects under law prior to the effective date.

**Fiscal Impact****Budget Account**

Neutral \$

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Select \$

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Select \$

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Select \$

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**Approvals****Council Notifications****Dept Head**

DALTON, PAT

**Study Session****Division Director****Other****Finance**

LESESNE, MICHELE

**Distribution List****Legal**

DALTON, PAT

tszambelan@spokanecity.org

**For the Mayor**

SANDERS, THERESA

rriedinger@spokanecity.org

**Additional Approvals****Purchasing**



## ORDINANCE NO. C35136

AN ORDINANCE relating to adult businesses amortization period to relocate the business to a permitted location.

The City of Spokane does ordain:

Section 1. That Spokane Municipal Code Section 17C.210.100 is amended as follows:

### Section 17C.210.100 Nonconforming Adult Businesses

- A. An adult business that does not meet the standards set forth in [SMC 17C.305.020\(A\)](#) through [SMC 17C.305.020\(C\)](#) is a nonconforming adult business use. A nonconforming adult business use may continue to operate for ~~twelve~~ **thirty-six** months following the effective date of this section in order to make a reasonable recoupment of its investment in its current location, but only if the nonconforming adult business use was lawfully existing in all respects under law prior to the effective date of this section [SMC 17C.210.100](#). At the conclusion of the **thirty-six** months, such nonconforming adult business use shall be unlawful, unless the nonconforming adult business use applies for and obtains an extension of the twelve month period by clearly demonstrating an extreme economic hardship ("hardship extension") based upon an irreversible financial investment or commitment made in an arms-length transaction completed prior to the date this section became effective. A demonstration of extreme economic hardship requires the business to show that the subject property cannot be put to any reasonable alternative use. An application for a hardship extension shall be made at least sixty days before the conclusion of the aforementioned twelve-month period.
- B. Procedure for seeking hardship extension. An application for a hardship extension shall be filed in writing with the planning director, and shall include evidence of purchase and improvement costs, income earned and lost, depreciation, and costs of relocation. Within ten days after receiving the application, the planning director shall forward the application and attendant materials to the hearing examiner, and shall schedule a public hearing on the application before the hearing examiner, which public hearing shall be conducted within thirty days after the planning director's receipt of the

application. Notice of the time and place of such public hearing shall be published at least ten days before the hearing in a newspaper of general circulation published within the city, and shall identify the particular location for which the hardship extension is requested. The planning director may respond in writing to the application, provided that said response is submitted to the hearing examiner at least five days before the hearing. At the hearing, the parties shall have the opportunity to present all relevant arguments and to be represented by counsel, present evidence and witnesses on his or her behalf, and cross-examine any of the other party's witnesses. The formal rules of evidence shall not apply. The hearing shall take no longer than two days, unless extended at the request of the applicant to meet the requirements of due process and proper administration of justice.

- C. The hearing examiner shall issue a written decision within ten days after the public hearing on the application for a hardship extension. The hardship extension shall be granted only upon the hearing examiner's determination that the applicant has made the required showing of an extreme economic hardship as required in subsection (A) above, and shall be limited in duration to the shortest time necessary to make a reasonable, though not necessarily complete, recoupment of investment.

PASSED by the City Council on \_\_\_\_\_ 2014.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**Agenda Sheet for City Council Meeting of:**

08/11/2014

**Date Rec'd**

7/30/2014

**Clerk's File #**

ORD C35137

**Renews #****Submitting Dept**

WATER &amp; HYDROELECTRIC SERVICES

**Contact Name/Phone**

DAN KEGLEY 7840

**Contact E-Mail**

DKEGLEY@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Agenda Item Name**

4100 - SMC 13.04 WATER FEE ORDINANCE

**Cross Ref #**

SMC 13.04

**Project #****Bid #****Requisition #****Agenda Wording**

Update to the Spokane Municipal Code (SMC) as well as Rules and Regulations to accept HDPE pipe and to update the location of the meter box to be at property line.

**Summary (Background)**

To control costs to homebuilders and to gain greater access to water meters for maintenance and replacement discussions were held to reach a mutual understanding to install all residential meters in meter boxes. Materials used on property would be broadened to accept high density polyethylene. Reduces the combined meter and meter box price for builders, 80% of new installations are in meter boxes. Requires changes to the SMC sections 13.04.030, 13.04.080, 13.04.2008, 13.04.2026.

**Fiscal Impact****Budget Account**

Select \$

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Select \$

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Select \$

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Select \$

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**Approvals****Council Notifications****Dept Head**

KEGLEY, DANIEL

**Study Session****Division Director**

ROMERO, RICK

**Other**

PWC - 7/28/2014

**Finance**

LESESNE, MICHELE

**Distribution List****Legal**

SCHOEDEL, ELIZABETH


acline

**For the Mayor**

SANDERS, THERESA

dkegley

**Additional Approvals****Purchasing**

 <b>Agenda Sheet for City Council Meeting of:</b>		<b>Date Rec'd</b>	7/30/2014
08/11/2014		<b>Clerk's File #</b>	ORD C35137
		<b>Renews #</b>	
<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES	<b>Cross Ref #</b>	SMC 13.04
<b>Contact Name/Phone</b>	DAN KEGLEY 7840	<b>Project #</b>	
<b>Contact E-Mail</b>	DKEGLEY@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	4100 - SMC 13.04 WATER FEE ORDINANCE		
<b><u>Agenda Wording</u></b>			
Update to the Spokane Municipal Code (SMC) as well as Rules and Regulations to accept HDPE pipe and to update the location of the meter box to be at property line.			
<b><u>Summary (Background)</u></b>			
To control costs to homebuilders and to gain greater access to water meters for maintenance and replacement discussions were held to reach a mutual understanding to install all residential meters in meter boxes. Materials used on property would be broadened to accept high density polyethylene. Reduces the combined meter and meter box price for builders, 80% of new installations are in meter boxes. Requires changes to the SMC sections 13.04.030, 13.04.080, 13.04.2008, 13.04.2026.			
<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Select	\$	#	
Select	\$	#	
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Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	KEGLEY, DANIEL	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	ROMERO, RICK	<b><u>Other</u></b>	PWC - 7/28/2014
<b><u>Finance</u></b>	LESESNE, MICHELE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH	acline	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	dkegley	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			

## ORDINANCE NO. C35137

AN ORDINANCE relating to the rates of the water and hydroelectric department for services, amending SMC sections 13.04.080, 13.04.2008, and 13.04.2026 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.04.080 is amended to read as follows:

### **13.04.080 Construction Specifications**

- A. Every service pipe shall be provided with a ball valve for each recipient, easily accessible, placed inside the foundation wall, beyond damage from frost, and so situated that the water can be conveniently shut off and drained from the pipes.
- B. All water pipes in buildings shall be so arranged as to drain toward the stop and waste cock or drain cocks placed for that purpose.
- C. All water pipe shall be soft annealed Type K copper water pipe or approved equal as provided in the director's regulations. Use of HDPE is outlined in the City of Spokane Water Department Rules and Regulations for Water Service Installations.
- D. All service pipes inside property lines shall hereafter be laid to a depth of at least five and one-half feet below the surface of the ground.
- E. All service pipes laid inside the property line on any premises shall be left exposed in the trench until inspected by the water service inspector, and when they have passed inspection and have been approved the pipes shall be properly covered by the property owner.

Section 2: That SMC section 13.04.2008 is amended to read as follows:

### **13.04.2008 Construction Rates**

- A. Rates for water used during construction will be charged per month, or fractional part thereof, in accord with the following rates, until the meter is set.

1. Worksite will be inspected at least every ninety days to determine meter status.
2. The meter installation will be made at the earliest possible date.
3. Residential meters installed prior to occupancy construction rates will apply until certificate of occupancy is granted.

B. Size of Service / Meter Charge Per Month.

1. One-inch or less: Fifteen dollars thirty seven cents.
2. One-and-one-half inch: Twenty five dollars eight cents.
3. Two-inch: Thirty five dollars fifty four cents.
4. Three-inch: Fifty six dollars ninety three cents.
5. Four-inch: Seventy eight dollars forty one cents.
6. Six-inch: One hundred ten dollars ninety cents.
7. Eight-inch: Two hundred twenty seven dollars twenty four cents
8. Ten-inch: Three hundred thirty one dollars eighty five cents.

Section 3: That SMC section 13.04.2026 is amended to read as follows:

**13.04.2026 Small Taps and Meters - Additional**

A. Tap Fees: [Reserved].

B. Street:

1. One-inch tap – All: Seven hundred ten dollars one cent.
2. Two-inch tap – All: Six hundred eighty nine dollars forty three cents.

C. Meter Fees:

1. All new One-inch and Three-quarter inch meters will be installed in a meter box within three feet of property line or in a dedicated utility easement. The meter and box will be sold as one unit.
2. Three-quarter inch – Domestic/Meter and Box: ((Five hundred thirty five dollars eight cents)) One thousand four hundred forty two and nine cents.
- ((2. Three-quarter inch – Domestic/Basement: Four hundred eighty eight dollars seventy eight cents.))

- 3.. Three-quarter inch – Irrigation: Five hundred fifty dollars fifty two cents.
  4. One-inch – Domestic/Meter and Box: ((Six hundred twenty two dollars fifty five cents)) One thousand four hundred seventy eight dollars and sixteen cents.
  - ((5).. One-inch – Domestic/Basement: Five hundred sixty dollars eighty one cents.))
  - ((6))5. One-inch – Irrigation: Six hundred thirty seven dollars ninety eight cents.
  - ((7))6. One-and-one-half inch – Domestic: One thousand three dollars twenty eight cents.
  - ((8))7. One-and-one-half inch – Irrigation: One thousand one hundred seventy three dollars six cents.
  - ((9))8. Two-inch – Domestic: One thousand two hundred three dollars ninety three cents.
  - ((10))9. Two-inch – Irrigation: One thousand two hundred seventy dollars eighty two cents.
  - ((11))10. Two-inch – Fire, with DCVA: One thousand four hundred fifty six dollars four cents.
  - ((12))11. Two-inch – Fire, no DCVA: One thousand two hundred three dollars ninety three cents.
  - ((13))12. Twenty-four inch concrete box installation – No excavation: Nine hundred eighty two dollars seventy cents.
- D. Prices do not include the forty one dollars sixteen cents processing fee for staff costs.
- E. If a utility offset is needed, the fee will be one thousand three hundred ninety four dollars thirty cents.
- F. Work performed outside of normal business hours will be charged an additional five hundred fourteen dollars fifty cents.
- G. The fees in this section shall be adjusted as provided in SMC 13.04.2030.
- H. Permit shall be valid for twelve months after which it will expire and a new permit will be required.

Section 4: Effective Date.

This ordinance shall take effect and be in force thirty days after passage.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

# **CITY OF SPOKANE WATER DEPARTMENT RULES AND REGULATIONS FOR WATER SERVICE INSTALLATIONS**

**Revised 06/17/2014**

For Water Tap and Meter Applications	625-6309
South Side Inspections	625-7844 or 994-2065
North Side Inspections	625-7845 or 994-1669
Cross Connection Inspections 990-3366	625-7967 or
Inspectors Fax Number	(509) 625-7853

- 1. THE RULES AND REGULATIONS INCLUDED HEREIN ARE NOT TO BE CONSIDERED AS COMPLETE. NO ATTEMPT HAS BEEN MADE TO COVER ALL OF THE ORDINANCES. IT SHALL BE THE RESPONSIBILITY OF THE BUILDER, OWNER, OR CONTRACTOR, TO CALL INSPECTORS TO CLARIFY ANY SITUATION THAT IS NOT CLEARLY ADDRESSED IN THESE REGULATIONS IN REGARD TO SITE PLANS, BUILDING DESIGN, ETC.**
- 2. All water service trenches or excavation will be sloped or shored according to WISHA Department of Labor and Industry standards to provide safe access**

**3. INSPECTIONS:**

**NOTE: NO ON PROPERTY INSPECTION WILL BE  
MADE UNTIL A METER APPLICATION  
HAS BEEN PURCHASED**

ALL WATER SERVICE INSTALLATIONS, FROM THE PROPERTY LINE TO THE MAIN SHUT-OFF VALVE OR VALVES INSIDE THE BUILDING OR BASEMENT, REQUIRE INSPECTION BY THE WATER DEPARTMENT INSPECTOR BEFORE COVERING.

At the time of the inspection water for construction and the current monthly charge for construction water will commence. Construction water charges will continue until installation of the water meter. Once the meter is installed, construction water charges will cease, and the current, regular monthly fees for water service and water use will commence.

**4. BACKFLOW / CROSS-CONNECTION:**

The policies, procedures and criteria for determining Backflow/Cross Connections (actual and possible) and appropriate levels of protection shall be in accordance with the City of



Spokane Water Department Cross Connection Control and Backflow program, rules and regulations, Washington Administrative Code (WAC 246-290-490) and the City of Spokane Municipal Code 13.04.0814.

Examples of areas where devices/assemblies will be needed: Buildings over 30' above street level, medical facilities, laboratories/clinics, fire protection systems, irrigation systems (Yard Hydrants are considered a part of an irrigation system), boilers, post mix soda pop machines, food processing, car washes and/or other facilities where chemicals are used or are injected into the water system, etc. All Backflow Assemblies must be on the Washington State Approved Assemblies list. All Backflow Assemblies will be tested when initially installed, repaired, replaced or moved. The owner is required to have a State Certified Backflow Assembly Tester (BAT) test all Backflow Assemblies annually thereafter. BAT shall tag assemblies tested noting time and date of test.

Where a meter exists in a meter box and the Concrete rings are minimum 36" inside diameter, then the DCVA for Irrigation must be installed outside of the meter box and plumbed into a box of the appropriate size to allow for testing and repair as per. the City of Spokane Water Department Municipal Codes. All installations must meet the requirements of the City of Spokane Water Department.

#### **Retro Fit:**

Single Check replacement in vaults, shall be inspected by the Cross Connection Control Inspector before removal of old assembly and again after the new assembly has been installed and tested.

### **5. NEW TAPS AND RETAPS:**

**In ALL cases the property owner is responsible for service location and depth. In all cases where a new water service is to be installed, a stake marked "WATER" must be placed at the property line by the contractor, builder, or owner showing where service is to enter property, otherwise tap will not be made.**

Only City Water Personnel will tap the City Water mains. Size of tap shall be maintained to the water meter. Taps on new mains will not be made until bacteriological tests are taken and the sample has been approved by County Health Department. All water services must be 5 feet deep from finished grade. (A depth of 5 feet shall be maintained through any 208 or swale system.)

### **6. WATER SERVICE PIPE:**

All services up to and including 1 ½" must be seamless, soft-annealed, type "K" copper; with flared fittings or approved compression fittings OR may be HDPE (200 psi, CTS, SDR 9) out of the public right-of-way and only after the meter installation. 2" to 3" may be HDPE (200 psi, CTS, SDR 9), or copper, 4" and larger shall be ductile iron. Fittings must be used when a change in direction of pipe is necessary. All pipes shall be bedded with sand (minimum 6"). All HDPE shall have stainless steel stiffeners and copper compression fittings. A 12 gauge tracer wire shall be installed on the HDPE and affixed to the pipe every 10'. Water services in the same trench shall have a horizontal separation of 2 feet.

Galvanized services that are 4" or smaller cannot be reused if the service has been off for one year, and the building is gone.

All water services viable or not that will not be reused shall be disconnected at the water main. The physical disconnection will be done by Water Department personnel at no charge, all excavation and restoration will be at the owner's expense prior to construction.

7. **WATER AND SEWER SEPARATION:**

The sewer must be a minimum of 18" deeper and a minimum of 5' horizontally from the center line of ANY water service

When sewer elevation is higher than the water service, there must be a separate water trench with 6 feet of undisturbed earth between water and sewer. All water service installations shall be at least 10 feet from any cesspool, catch basin, septic tank.

8. **OTHER UTILITIES:**

**All other utilities (telephone, cable TV, electric, gas, etc.) shall have a minimum of 5 foot horizontal separation from the water line.**

9. **WATER SERVICE ENTERING BUILDING:**

Where a water service pipe enters a building a depth of 5 feet shall be maintained. Where there is no basement i.e. crawl space or slab floor, the water service pipe, including fire lines will maintain a 5 foot bury and extend 2 feet inside the footing before rising to the point of use or meter. No joints will be allowed under the floor, or within 5 feet of the outer wall. All service installations running parallel to buildings shall be at least 10 feet from the outer foundation walls.

10. **METER LOCATION:**

Standard meter location shall be in an approved meter box at property line. Installation of meters in a building shall be reviewed on a case by case basis and approved by the Director of the Spokane Water Department. When meters are installed in the building they must be within 60' of the property line. The meters must be installed in a utility room or mechanical room with a concrete floor, and an approved floor drain, with a valve on the inlet and outlet sides of the meter. **Meters shall not be installed under stairs, in closets, crawl areas, garages, or unheated areas.** There shall be not more than 18" of exposed pipe before the meter. All 3/4" or 1" services where water pressure is 80 psi or higher, shall have an approved Pressure Reducer installed before the meter. On services 1 1/2" and larger, the pressure regulator shall be after the meter. Roughed in meter makeup shall be / 16.5" length for 1" / 14" length for 3/4" / 12.5 " length for 5/8"

11. **LARGE WATER SERVICES (3" AND LARGER):**

All meters 3" or larger shall be installed at the property line, in a vault built to Water Department Specifications, or can be installed in the building when less than 60 feet from property line to meter. For maintenance, all large meters must be accessible and have a minimum 12" clearance from any wall or floor. Water Department personnel and owners' representatives will visit the site prior to the estimate for a complete determination of requirements.

**12. WATER SERVICE REPAIR AND REPLACEMENT:**

The repair of service leaks on private property is the responsibility of the property owner. Any repair or replacement of existing services shall follow all current rules and regulations and be inspected before covering. **No service relays shall be pulled unless a minimum depth of 4 ½' can be maintained with a minimum of 5' sewer separation.** Where a new building, or an addition to existing building, is erected over an existing service, the water service shall be either sleeved or offset by relaying the service a minimum of 10' from outer foundation wall.

**13. EASEMENTS REQUIRED:**

Easements shall be considered on a case by case basis, granted by the Director of the Spokane Water Department

When water services cross property other than property being serviced, the water meter shall be installed in a city standard meter box with a 24" cast iron ring and cover. This box must be installed no more than 3' inside the property line and an easement number must be filed with the Taps and Meter Division at City Hall

**14. METER BOX:**

Meter boxes, for single meters up to 1" in size, when installed by the property owner, shall meet City of Spokane Water Department standards and shall be placed on property not more than 3' inside the property line, and built to Water Department specifications. **All private boxes and lids shall be maintained by property owner!**

Single meters up to 2" or if there will be two meters, 2" in size or smaller, a concrete meter box with a 48" minimum inside diameter with a standard 24" cast iron ring and cover will be required.

For meters larger in size than 2" or if there will be more than two meters, please contact our inspectors for appropriate vault dimensions. All meter boxes and vaults must meet H20 traffic load rating if in an area where traffic loads are expected.

**15. REMOTE READOUT CONDUIT:**

All commercial buildings and residential homes (including duplex and triplex dwellings)

are required to install an approved ½ inch PVC electrical conduit and must be installed from the water meter, to an accessible location on the outside of the building, approximately 3' from finished grade. If the length of the conduit exceeds 200', a pull string shall be provided. All directional changes will be made with sweeps, 90 degree elbows will not be allowed. All commercial buildings which are remodeled, reconstructed, or additions added on will be required to install conduit. Polyethylene pipe as conduit will not be acceptable.

### **REMOTE READER CABLE INSTALLATION POLICY**

The City of Spokane Water Department will require a three wire, 22 gauge, color coded cable to be installed by the builder during the construction of all residential and commercial buildings for remote water meter reading purposes.

The cable shall begin at the water meter location and terminate on the street side of the building or on either side of the building within two feet of the street side of the building. The cable shall be in an accessible location approximately 36 inches above finished grade and with approximately 4' of excess cable left on each end.

### **16. CONTRACTOR'S GUARANTEE:**

Work being done by private contractors, pertaining to quality of materials and installation procedures, shall be guaranteed for two (2) years from time of installation.

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If water is turned on or found on without proper inspection by the Water Division, the following City Ordinance applies:

### **CITY ORDINANCE CHAPTER 13.04 WATER**

13.04.200 PENALTY. Any person violating any of the provisions of this chapter, or the rules and regulations of the Water Division, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine in any sum not exceeding \$300.00, or by imprisonment in the City Jail for not more than ninety days, or by both fine and imprisonment. Each day of a continuing violation shall constitute a new and separate violation unless otherwise specified. (Source, Section 40, C2452)

If Tap and Meter applications have been completed, water may be turned on for construction by calling 625-6000. Plumbers must abide by the following City Ordinance:

### **City Ordinance Chapter 13.04 WATER 13.04.130 Sub-Section D**

The Director of Public Utilities may also permit qualified plumbers, licensed and bonded in accordance with state laws, to open and shut the street cock in order to make the

necessary repairs or to test their work, and in every such case such persons shall leave the stop cock as they found it. They shall be responsible for any damage, losses or liabilities of the City or third parties arising from their acts, errors or omissions. (Source, Section 35, part C-2452; Cross ref., Section 13.04.0806 - 13.04.0812)

**SPECIFICATIONS FOR UNDERGROUND INSTALLATION OF LARGE DOMESTIC  
WATER SERVICES, MAINS, AND FIRELINES  
(Shall Conform to A.P.W.A. with Spokane Supplemental Standards)**

1. All material installed in the City of Spokane, including fire hydrants and valves, must conform to City of Spokane Specifications. Pipe and Fittings shall be approved ductile iron. All fire hydrants must be individually valved. When in Fire Districts outside of City of Spokane jurisdiction, installation and materials will conform to City of Spokane Rules and Regulations, however, the type of fire hydrants, direction of operation, size and style of operating nut and port caps, will be determined by local Fire Department Jurisdiction.
2. Pipe shall be laid at a minimum depth of 5 ½ feet to invert from finished grade. Pipe depth shall also be maintained through 208 swale systems.
3. Pipe and fittings shall be class 350 ductile and installed in accordance with manufactures instructions and in an approved manner. (A.W.W.A C600-64)(Example - Tyton slip joint connections require continuity wedges, and all taps will have Double strap saddles)
4. Pipes shall be clean inside when installed and open ends shall be protected when work is stopped, to prevent foreign material from entering pipe.
5. Pipe joints will be either mechanical joint or tyton slip joint; change in direction shall not exceed 75% of manufacturers' maximum deflection standards.
6. All tees, plugs, caps and bends on pipe installed underground shall be mechanically restrained. Mega lugs and field lock gaskets or other restraint systems approved by the Director of the City of Spokane Water Department, shall be used. Thrust blocking is not acceptable.
7. All underground fire lines, or fire suppression systems that are separated or protected from the potable water system requires a State Level III or "U" licensed contractor for installation.
8. All hydrants shall be properly restrained, from the main to the hydrant (mega lugs or field lock gaskets).
9. All water mains and appurtenances 2" and larger shall be tested in sections of convenient length under a hydrostatic pressure equal to 1.5 times that under which they will operate or in no case shall the test pressure be less than 175 psi. Firelines will be tested at 200 psi or 1.5 times the operation pressure, whichever is greater. All pumps, gauges, plugs, saddles, corporation stops, miscellaneous hose and piping and measuring equipment

necessary for performing the test shall be furnished and operated by the contractor. Chlorination shall only be done by city forces at the expense of the developer and all arrangements shall be made through the City water service inspectors.

10. Earth shall be well tamped under and around pipes to prevent settling or lateral movement. Care shall be taken to prevent rocks, etc. from damaging pipe while backfilling. Frozen earth and/or asphalt shall not be used for backfill material. Backfilling will be done according to APWA specifications.
11. If the property line is in a 208 swale area the meter vault\box may have to be relocated farther on property in a utility easement.

**NO ATTEMPT HAS BEEN MADE TO COVER ALL SPECIFICATIONS AND ARE NOT TO BE CONSIDERED AS COMPLETE. IF THERE ARE ANY QUESTIONS, PLEASE CALL 625-7800.**

A copy of these rules can be found at

The Municipal Code Water Section can be found at  
<http://www.spokanecity.org/services/documents/smc/?Chapter=13.04>

Revised 11/2009

Date Updated: 7/1/2014

Type: 3/4" Meter and PVC Meter Box - Domestic

Estimated Hours: 1

<b><u>MATERIAL</u></b>	<b><u>Quantity</u></b>	<b><u>Cost/Unit</u></b>	<b><u>Total Cost</u></b>
3/4" Meter - Trident T-10	1.0	167.73	167.73
3/4"x1" Mueller Meter Adaptor	1.0	29.96	29.96
Remote Reader (100-W)	1.0	95.11	95.11
PVC Meter Box	1.0	714.70	714.70
			<b>Total Material</b>
			<b>1,007.50</b>

<b><u>EQUIPMENT</u></b>	<b><u>Quantity</u></b>	<b><u>Cost/Unit</u></b>	<b><u>Total Cost</u></b>
Compact PU	1.0	17.50	17.50
Con Box Truck	1.0	56.25	56.25
			<b>Total Equipment</b>
			<b>73.75</b>

<b><u>LABOR</u></b>	<b><u>Quantity</u></b>	<b><u>Cost/Unit</u></b>	<b><u>Total Cost</u></b>
Water Service Foreperson	0.5	117.21	58.61
Water Service Inspector	1.0	101.30	101.30
Water Service Specialist	1.0	88.09	88.09
Laborer II	1.0	78.06	78.06
			<b>Total Labor</b>
			<b>326.06</b>

		Sub Total	1,407.31
Sales Tax (Equipment & Labor only)		8.70%	34.78
		<b>Total Cost</b>	<b><u>1,442.09</u></b>

**Agenda Sheet for City Council Meeting of:**

08/18/2014

**Date Rec'd**

8/6/2014

**Clerk's File #**

ORD C35138

**Renews #****Submitting Dept**

HEARING EXAMINER

**Contact Name/Phone**

DAN BULLER 625-6391

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Agenda Item Type**

Final Reading Ordinance

**Agenda Item Name**

0570, LID 2011162 - FINAL ASSMT ROLL-12TH/11TH/SPRUCE

**Cross Ref #**

PRO 2011-0030

**Project #**

2011162

**Bid #****Requisition #****Agenda Wording**

Final Reading Ordinance approving and confirming the assessments & assessment roll of Local Improvement District #2011162 for street improvements in 12th Ave from Spruce St to Inland Empire Way; 11th Ave from approximately Latah Creek to ...

**Summary (Background)**

On 07-29-14 the Hearing Examiner held a public hearing on the above matter and on 07-31-14 issued a decision recommending confirming the final assessment roll as presented. The district contains a total of 30 parcels. There are no known opponents.

**Fiscal Impact**

Neutral \$

Select \$

Select \$

Select \$

**Budget Account**

#

#

#

#

**Approvals****Dept Head**

DALTON, PAT

**Division Director****Finance**

LESESNE, MICHELE

**Legal**

DALTON, PAT

**For the Mayor**

SANDERS, THERESA

**Council Notifications****Study Session****Other****Distribution List**

lhattenburg@spokanecity.org

areid@spokanecity.org

rriedinger@spokanecity.org

**Additional Approvals****Purchasing**

cclark@spokanecity.org

htrautman@spokanecity.org

mhughes@spokanecity.org





**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

Coeur d'Alene St and in Spruce St from 12th Ave to 11th Ave.

**Summary (Background)**

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## CITY OF SPOKANE HEARING EXAMINER

RE: Final Assessment Roll for street improvements in 12<sup>th</sup> Avenue from Spruce Street to Inland Empire Way; 11<sup>th</sup> Avenue from approximately Latah Creek to Coeur d'Alene Street and in Spruce Street from 12<sup>th</sup> Avenue to 11<sup>th</sup> Avenue. ) FINDINGS, CONCLUSIONS, AND DECISION ) LID #2011162

### SUMMARY OF PROPOSAL AND DECISION

**Project Description:** This project resulted in street improvements 12<sup>th</sup> Avenue from Spruce Street to Inland Empire Way; 11<sup>th</sup> Avenue from approximately Latah Creek to Coeur d'Alene Street and in Spruce Street from 12<sup>th</sup> Avenue to 11<sup>th</sup> Avenue.. The purpose of the project is to provide improved local and emergency vehicle access, improved neighborhood circulation, dust control, and adequate drainage within the district boundaries. There are 30 parcels within the assessment district. There are no known opponents. The Zone Termini method of distributing the project costs has been used.

**Decision:** The final assessment roll is confirmed as presented.

### FINDINGS OF FACT BACKGROUND INFORMATION

**Project Costs:** The estimated net project cost is \$27,933.25 and breaks down as follows:

Completed Cost of Improvement	\$ 419,555.53
Engineering Fee	171,277.90
City Clerk	256.59
City Treasurer	3,440.00
Accounting	4,011.50
Interest	12,577.86
Bonds	45.00
Attorney's Fee	419.00
Archaeological Study	13,511.71
Postal Community Box Unit	2,929.47
Tree Related Work	19,212.29
Geotech Related Work	14,191.98
Water Service Extension	8,088.83
Hydrant Relocates	6,546.61
Total Project Cost	676,064.27
Supplemental Funding:	
Street Bond Affidavit Funding	(1,899.87)
Street Bond Funds	(332,395.49)
Community Development Funds	(131,835.66)
Net Project Cost after Supplemental Funding	\$ 27,933.25

## **PROCEDURAL INFORMATION**

**Date of Ordering Ordinance:** May 21, 2012

**Date of Ordering Ordinance Publication:** May 30, 2012

**Hearing Date:** July 29, 2014

**Notices:**

Mailed: June 24, 2014

Published: June 25 and July 2, 2014

Information Meeting: July 17, 2014

**Known Opponents:**

None

**Testimony:**

Michael Myers, LID Coordinator

City of Spokane Engineering Services Dept.

808 West Spokane Falls Boulevard

Spokane, WA 99201

**Exhibits:**

1. Affidavit of Ordinance Publication and Ordinance establishing the Local Improvement District and ordering the construction of the improvements
2. Map of district
3. Engineer's certificate transmitting final assessment roll to the Hearing Examiner
4. Final assessment roll
5. Copy of mailed notice
6. Affidavit of mailing
7. Published notice and affidavit of publication
8. Engineering Services Department report
9. Informational meeting attendance roster
10. LID Final Hearing Report of Engineering Services

## **FINDINGS AND CONCLUSIONS**

Local improvement districts finalized by a confirming ordinance are subject to Spokane Municipal Code Chapter 7.05 and may be approved only if they comply with the criteria set forth in SMC 7.05.500. The Hearing Examiner has reviewed the assessment roll and all of the evidence of record with regard to these criteria and makes the following Findings and Conclusions:

1. The assessment roll is correct.

The assessment roll is based on the total final cost of the project. The assessments against the individual properties were derived using the Zone Termini method of cost distribution.

This is an acceptable method of making assessments against a parcel, and there is no evidence to indicate that it was done incorrectly for any of the parcels in the district.

2. All property in the local improvement district is specially benefited in an amount at least equal to the assessment.

As a result of the project improvements, all of the parcels in the district are benefited by improved local and emergency vehicle access, improved neighborhood circulation, dust control, and adequate drainage. As a general rule, property in an improvement district is presumed to benefit to the extent of the cost of making the improvements available to the property. No evidence was offered to rebut this presumption for any of the properties in the district.

3. All property in the local improvement district has been assessed proportionally to all other property in the district.

Assessments in the district were calculated using a zone termini method. This method uses lot area and distance from the improvements to derive assessments. The assessments in this case should, therefore, be proportional. Further, the zone termini method is a method recognized in the Revised Code of Washington as an acceptable method for calculating assessments. It may, therefore, be presumed that using such a method will result in assessments consistent with the requirements of the Revised Code of Washington and Washington Case Law that assessments be proportional.

4. All procedures set forth in RCW 35.44 and SMC 7.05 have been followed.

The hearing was held pursuant to a direction by the City Council on the date, at the time, and at the place directed. RCW 35.44 and SMC 7.05 require notices to be mailed to owners of record in the district at least 15 days in advance of the hearing. They require notices to be published for two consecutive weeks in a newspaper of general circulation with the last publication date being at least 15 days in advance of the hearing. The hearing was held on July 29, 2014. The notices were mailed on June 24, 2014, and published in the *Official Gazette* June 25th and July 2, 2014. Both the written and published notices contained all of the information required by RCW 35.44 and SMC 7.05.

### **DECISION**

Based on the Findings and Conclusions above, it is the decision of the Hearing Examiner to confirm the final assessment roll as presented.

DATED this 31st day of July 2014.



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Brian T. McGinn  
City of Spokane Hearing Examiner

**AFFIDAVIT OF PUBLICATION**

STATE OF WASHINGTON )  
COUNTY OF SPOKANE )  
CITY OF SPOKANE )

TRIT NO. 1

I, TERRI L. PFISTER, CITY CLERK of Spokane, Washington, and ex-officio editor of the *Official Gazette*, a paper published weekly by the City of Spokane, Washington, do hereby certify that the ORDINANCE attached hereto and which is hereby made a part of this proof of publication was published in said paper to wit:

On the 30th day of May 2012, and that said ORDINANCE was published in every copy of the said paper of said date.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Spokane this 30th day of May 2012.

*TERRI L. PFISTER*

City Clerk

City of Spokane, Washington



(See Attached for Remainder of Affidavit)

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**ORDINANCE NO. C34872  
LID NO. 2011162**

An ordinance ordering the **Street Improvements of 12th Avenue from Spruce Street to Inland Empire Way; 11th Avenue from Latah Creek to Coeur d'Alene Street; Spruce Street from 12th Avenue to 11th Avenue**, establishing a local improvement district and creating a local improvement fund therefore, directing the levy of special assessments and providing a method of financing to pay the cost and expense of said improvement.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That **Street Improvements of 12th Avenue from Spruce Street to Inland Empire Way; 11th Avenue from Latah Creek to Coeur d'Alene Street; Spruce Street from 12th Avenue to 11th Avenue** be improved by the paving of **the same**, and that such other work be done as may be necessary in connection therewith, according to the maps, plans, drawings and specifications prepared by the Engineering Services Director of said City, and on file in the Office of the said Engineering Services Director, which said maps, plans, drawings and specifications are hereby approved and adopted.

Section 2. That the cost of said improvement, including all the necessary and incidental expenses, shall be borne by and assessed against the property included in the local improvement district hereinafter established and described and in accordance with law. The City of Spokane shall not be liable in any manner for any portion of the cost or expense of said improvement, except as may be herein provided.

Section 3. That there is hereby established a local improvement district to be known as "**Local Improvement District No. 2011162 for Street Improvements of 12th Avenue from Spruce Street to Inland Empire Way; 11th Avenue from Latah Creek to Coeur d'Alene Street; Spruce Street from 12th Avenue to 11th Avenue**," which said district embraces as nearly as practicable all of the lots, tracts and parcels of land and other property specially benefited by the said improvement, and described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
1, 2, 4, 5, 9, & 10	-	Assessor's Plat No. 10
2-6	2	Stafford's 2nd Addition
1 & 2	3	Stafford's 2nd Addition
1-6	4	Stafford's 2nd Addition
1-12	5	Stafford's 2nd Addition
3-5	6	Stafford's 2nd Addition
1-6	1	Stafford's Addition
1-3 & 10-12	2	Stafford's Addition

Situated in the **SW** Quarter of Section **24**, Township **25**, Range **42** East of the Willamette Meridian.

Section 4. That the sum charged against any lot, tract and parcel of land or other property in said district may be paid during the thirty (30) day period allowed for the payment of assessments without penalty, interest, or cost, and that thereafter the sum remaining unpaid may be paid in equal annual installments bearing interest at such rate or rates as authorized by the City Council, in accordance with state law and the charter and ordinances of the City of Spokane. All of which said lots, tracts and parcels of land or other property in said district are specially benefited by said improvement.

For the purpose of this improvement there is hereby created a special fund for the cost and expense of the said improvement to be designated as, "**Local Improvement District No. 2011162 for Street Improvements of 12th Avenue from Spruce Street to Inland Empire Way; 11th Avenue from Latah Creek to Coeur d'Alene Street; Spruce Street from 12th Avenue to 11th Avenue,**" into which shall be paid the special assessments hereby authorized when collected as provided by law. The said fund shall be used for no other purpose than the redemption of warrants drawn upon and bonds issued against the fund to provide for the cost and expense of the improvement, or installment notes for same.

Section 5. That for the purpose of paying the cost and expense of said improvement there shall be issued by the City of Spokane local improvement bonds, installment notes, or warrants, said bonds, installment notes, or warrants to bear interest at such rate or rates as authorized by the City Council. Said bonds, installment notes, or warrants shall be redeemable only out of the local improvement fund created by this ordinance. In case said improvement is made by contract, said bonds, installment notes, or warrants shall be delivered to the contractor in payment of the contract price, or, the City may, at its election, sell said bonds, installment notes, or warrants and make payment in cash. If provision is made in said contract for progress payments to be made upon estimates, local improvement warrants shall be issued upon the local improvement fund created herein for the purpose of making such progress payments. The improvement bonds herein provided for may be sold by the Treasurer of the City of Spokane at public or private sale at not less than their par value and accrued interest. In such event, the proceeds thereof shall be applied in payment of the cost and expense of the improvement. No bonds shall be issued in excess of the cost of the improvement, nor shall they be issued prior to twenty (20) days after the thirty (30) days allowed for the payment of assessments without penalty, interest, or cost.

Section 6. The City Administrator is hereby directed to advertise for bids for making said improvement, reserving to the City the right to reject any and all bids. In case a satisfactory bid is received and accepted, the contract for said improvement shall provide that the same shall be completed in all things in accordance with the maps, plans, drawings and specifications for said improvement herein referred to, and shall also provide that the contractor making the improvement shall accept the bonds or warrants herein provided for at par and accrued interest in payment of the contract price for such work, to the extent of such bond or warrant issue, if the City shall so elect. In case no satisfactory bid is received, as in RCW 35.43.190 set forth, said improvement may be made by the City and payment therefore shall be made as otherwise provided herein.

Section 7. No bid, acceptance of any bid, or contract relating to said improvement shall be binding upon the City until the assessments herein provided for shall be confirmed by ordinance. The City shall not be under any obligation or duty to confirm any assessment or assessment roll and, if for any reason the same be not confirmed, the bid, acceptance of bid, or contract shall be of no force or effect. The City shall not be liable or responsible in any manner, except to account for the local improvement bonds and fund herein provided for, and except as to the guaranty fund provided for in Ordinance No. C4155. Bondholders' remedy in case of nonpayment shall be confined to enforcement of the special assessments made for the improvement and to the guaranty fund.

Section 8. This ordinance shall take effect immediately after its passage.

**PASSED by the City Council on May 21, 2012.**

(Delivered to the Mayor on the 22nd of May 2012)

ORDINANCE NO. C34872

An ordinance ordering the **Street Improvements of 12th Avenue from Spruce Street to Inland Empire Way; 11th Avenue from Latah Creek to Coeur d'Alene Street; Spruce Street from 12th Avenue to 11th Avenue**, establishing a local improvement district and creating a local improvement fund therefore, directing the levy of special assessments and providing a method of financing to pay the cost and expense of said improvement.

**THE CITY OF SPOKANE DOES ORDAIN:**

Section 1. That **Street Improvements of 12th Avenue from Spruce Street to Inland Empire Way; 11th Avenue from Latah Creek to Coeur d'Alene Street; Spruce Street from 12th Avenue to 11th Avenue** be improved by the **paving of the same**, and that such other work be done as may be necessary in connection therewith, according to the maps, plans, drawings and specifications prepared by the Engineering Services Director of said City, and on file in the Office of the said Engineering Services Director, which said maps, plans, drawings and specifications are hereby approved and adopted.

Section 2. That the cost of said improvement, including all the necessary and incidental expenses, shall be borne by and assessed against the property included in the local improvement district hereinafter established and described and in accordance with law. The City of Spokane shall not be liable in any manner for any portion of the cost or expense of said improvement, except as may be herein provided.

Section 3. That there is hereby established a local improvement district to be known as "**Local Improvement District No. 2011162 for Street Improvements of 12th Avenue from Spruce Street to Inland Empire Way; 11th Avenue from Latah Creek to Coeur d'Alene Street; Spruce Street from 12th Avenue to 11th Avenue**," which said district embraces as nearly as practicable all of the lots, tracts and parcels of land and other property specially benefited by the said improvement, and described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
1, 2, 4, 5, 9, & 10	-	Assessor's Plat No. 10
2 - 6	2	Stafford's 2 <sup>nd</sup> Addition
1 & 2	3	Stafford's 2 <sup>nd</sup> Addition
1 - 6	4	Stafford's 2 <sup>nd</sup> Addition
1 - 12	5	Stafford's 2 <sup>nd</sup> Addition
3 - 5	6	Stafford's 2 <sup>nd</sup> Addition
1 - 6	1	Stafford's Addition
1 - 3 & 10 - 12	2	Stafford's Addition

Situated in the **SW** Quarter of Section **24**, Township **25**, Range **42** East of the Willamette Meridian.



Section 4. That the sum charged against any lot, tract and parcel of land or other property in said district may be paid during the thirty (30) day period allowed for the payment of assessments without penalty, interest, or cost, and that thereafter the sum remaining unpaid may be paid in equal annual installments bearing interest at such rate or rates as authorized by the City Council, in accordance with state law and the charter and ordinances of the City of Spokane. All of which said lots, tracts and parcels of land or other property in said district are specially benefited by said improvement.

For the purpose of this improvement there is hereby created a special fund for the cost and expense of the said improvement to be designated as, "**Local Improvement District No. 2011162 for Street Improvements of 12th Avenue from Spruce Street to Inland Empire Way; 11th Avenue from Latah Creek to Coeur d'Alene Street; Spruce Street from 12th Avenue to 11th Avenue,**" into which shall be paid the special assessments hereby authorized when collected as provided by law. The said fund shall be used for no other purpose than the redemption of warrants drawn upon and bonds issued against the fund to provide for the cost and expense of the improvement, or installment notes for same.

Section 5. That for the purpose of paying the cost and expense of said improvement there shall be issued by the City of Spokane local improvement bonds, installment notes, or warrants, said bonds, installment notes, or warrants to bear interest at such rate or rates as authorized by the City Council. Said bonds, installment notes, or warrants shall be redeemable only out of the local improvement fund created by this ordinance. In case said improvement is made by contract, said bonds, installment notes, or warrants shall be delivered to the contractor in payment of the contract price, or, the City may, at its election, sell said bonds, installment notes, or warrants and make payment in cash. If provision is made in said contract for progress payments to be made upon estimates, local improvement warrants shall be issued upon the local improvement fund created herein for the purpose of making such progress payments. The improvement bonds herein provided for may be sold by the Treasurer of the City of Spokane at public or private sale at not less than their par value and accrued interest. In such event, the proceeds thereof shall be applied in payment of the cost and expense of the improvement. No bonds shall be issued in excess of the cost of the improvement, nor shall they be issued prior to twenty (20) days after the thirty (30) days allowed for the payment of assessments without penalty, interest, or cost.

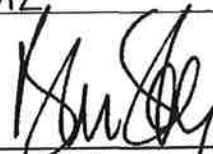
Section 6. The City Administrator is hereby directed to advertise for bids for making said improvement, reserving to the City the right to reject any and all bids. In case a satisfactory bid is received and accepted, the contract for said improvement shall provide that the same shall be completed in all things in accordance with the maps, plans, drawings and specifications for said improvement herein referred to, and shall also provide that the contractor making the improvement shall accept the bonds or warrants herein provided for at par and accrued interest in payment of the contract price for such work, to the extent of such bond or warrant issue, if the City

shall so elect. In case no satisfactory bid is received, as in RCW 35.43.190 set forth, said improvement may be made by the City and payment therefore shall be made as otherwise provided herein.

Section 7. No bid, acceptance of any bid, or contract relating to said improvement shall be binding upon the City until the assessments herein provided for shall be confirmed by ordinance. The City shall not be under any obligation or duty to confirm any assessment or assessment roll and, if for any reason the same be not confirmed, the bid, acceptance of bid, or contract shall be of no force or effect. The City shall not be liable or responsible in any manner, except to account for the local improvement bonds and fund herein provided for, and except as to the guaranty fund provided for in Ordinance No. C4155. Bondholders' remedy in case of nonpayment shall be confined to enforcement of the special assessments made for the improvement and to the guaranty fund.

Section 8. This ordinance shall take effect immediately after its passage.

Passed the City Council May 21, 2012

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

Attest:   
*Acting* City Clerk

Approved as to form:

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

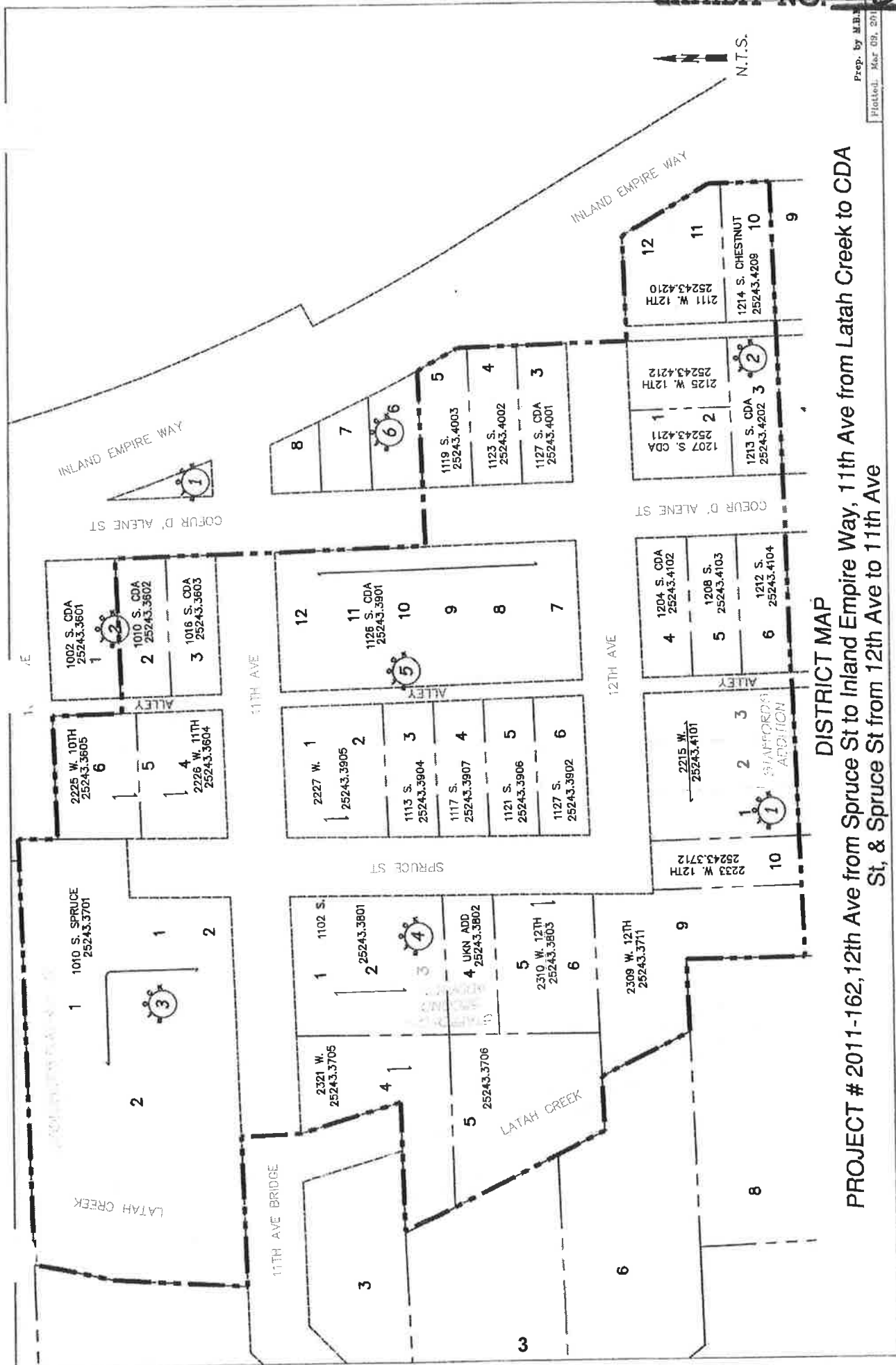
  
\_\_\_\_\_  
Mayor



May 23, 2012  
Date

May 21, 2012  
Effective Date

Prep. by M.B.N.  
Platted Mar 09, 2011



DISTRICT MAP

PROJECT # 2011-162, 12th Ave from Spruce St to Inland Empire Way, 11th Ave from Latah Creek to CDA St, & Spruce St from 12th Ave to 11th Ave



DEPARTMENT OF  
ENGINEERING SERVICES  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201-3343  
509.625.6700  
FAX 509.625.6349/509.625.6124  
Spokaneengineering.org

EXHIBIT NO. 3

## ENGINEER'S CERTIFICATE

Hearing Examiner  
City of Spokane, Washington

Complying with Ordinance Number C-34872, creating Local Improvement District Number 2011162, I have prepared the following assessment roll in accordance with Ordinance Number C-138, and RCW 35.43 et seq and RCW 35.44 et seq. The actual cost of said improvement in the sum of Twenty-Seven Thousand Nine Hundred Thirty-Three and 25/100 Dollars (\$27,933.25) and that the same amount has been equitably apportioned in the attached roll to the property therein described according to the special benefits resulting from said improvements to each lot, tract, parcel or portion thereof, as set opposite each of the tracts respectively in the column marked "Amount of Assessment", certifying that this assessment roll, consisting of nine (9) sheets, is a true and correct assessment roll of the aforesaid improvement.

I herewith transmit this roll to you, through the office of City Clerk, for equalization and confirmation.

Sincerely,

Kyle Twohig  
Engineering Operations Manager

Dated: June 24, 2014

CITY OF SPOKANE  
ENGINEERING SERVICES  
\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*

FILE PROJECT DESCRIPTION

2011162 12TH AVENUE FROM SPRUCE STREET TO INLAND EMPIRE WAY; 11TH AVENUE FROM  
APPROX LATAH CREEK TO COEUR D'ALENE STREET; SPRUCE FROM 12TH AVENUE TO  
11TH AVENUE

FILE	PROJECT DESCRIPTION	IMPROVEMENT TYPE
2011162 LID	12TH AVENUE FROM SPRUCE STREET TO INLAND EMPIRE WAY; 11TH AVENUE FROM APPROX LATAH CREEK TO COEUR D'ALENE STREET; SPRUCE FROM 12TH AVENUE TO 11TH AVENUE	PAVING
	COMPLETED COST OF IMPROVEMENT	\$ 419,555.53
	ENGINEERING FEE	171,277.90
	CITY CLERK	256.59
	CITY TREASURER	3,440.00
	ACCOUNTING	4,011.50
	INTEREST	12,577.86
	BONDS	45.00
	ATTORNEY'S FEE	419.00
	ARCHAEOLOGICAL STUDY	13,511.71
	POSTAL COMMUNITY BOX UNIT	2,929.47
	TREE RELATED WORK	19,212.29
	GEOTECH RELATED WORK	14,191.98
	WATER SERVICE EXTENSION	8,088.83
	HYDRANT RELOCATES	<u>6,546.61</u>
	TOTAL PROJECT COST	\$ 676,064.27
	STREET BOND AFFIDAVIT FUNDING	1,899.87
	STREET BOND FUNDS	332,395.49
	COMMUNITY DEVELOPMENT FUNDS	313,835.66
	TOTAL NET PROJECT ASSESSMENT	\$ 27,933.25

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CITY OF SPOKANE  
PUBLIC WORKS DEPARTMENT  
\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE		PROJECT DESCRIPTION		
2011162 LID		12TH AVE FROM SPRUCE ST TO INLAND EMPIRE WAY; 11TH AVE FROM APPROX LATAH CREEK TO COEUR D'ALENE ST; SPRUCE ST FROM 12TH AVE TO 11TH AVE		
1	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-3602 / 25243.3602	STAFFORDS 2ND L2 B2	S 1010 COEUR D'ALENE ST	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
DYKENS, AUDREY L S 1010 COEUR D ALENE ST SPOKANE WA 99224		DYKENS, AUDREY L S 1010 COEUR D ALENE ST SPOKANE WA 99224	265.95	265.95
2	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-3603 / 25243.3603	STAFFORDS 2ND L3 B2	S 1016 COEUR D'ALENE ST	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
STRAGIER, PAT A S 4520 MARSHALL RD SPOKANE WA 99224-4614USA		STRAGIER, PAT A S 4520 MARSHALL RD SPOKANE WA 99224-4614USA	578.84	903.77
			SPECIAL ASSESSMENTS	
			CONCRETE DRIVEWAY	142.81
			CSBC TRANSITION	182.12
3	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-3604 / 25243.3604	STAFFORDS 2ND ALL L4& S33FT OF L5 B2	W 2226 11TH AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007		GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007	835.60	3,051.81
			SPECIAL ASSESSMENTS	
			CONCRETE DRIVEWAY	254.30
			WATER SERVICE	1,961.91
4	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-3605 / 25243.3605	STAFFORDS 2ND N17FT OF L5 & ALL OF L6 B2	W 2225 10TH AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007		GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007	503.95	1,057.07
			SPECIAL ASSESSMENTS	
			CSBC TRANSITION	150.53
			WATER SERVICE	402.59
5	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-3701 / 25243.3701	ASSESSORS PLAT 10& STAFFORDS 2ND PT OF 2 ADDS L1-2 ASSESSORS PLAT 10 L1&2 B3 STAFFORDS 2ND	S 1010 SPRUCE ST	Y

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CITY OF SPOKANE  
PUBLIC WORKS DEPARTMENT  
\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE

PROJECT DESCRIPTION

2011162 LID

12TH AVE FROM SPRUCE ST TO INLAND EMPIRE WAY; 11TH AVE FROM APPROX LATAH CREEK TO COEUR D'ALENE ST;  
SPRUCE ST FROM 12TH AVE TO 11TH AVE

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007	GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007	2,261.44	CONCRETE DRIVEWAY 127.45 CSBC TRANSITION 182.12 WATER SERVICE 3,781.86	6,352.87

6	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-3705 / 25243.3705	ASSESSORS PLAT 10 ALL L4&N50FT OF L5	ADDRESS UNKNOWN	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ADAMS, STEVE S 1102 SPRUCE ST SPOKANE WA 99224-4380USA	ADAMS, STEVE S 1102 SPRUCE ST SPOKANE WA 99224-4380USA	266.19		266.19

7	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	13-3706 / 25243.3706	ASSESSORS PLAT 10 S150 FT L5	VACANT LAND	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007	GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007	63.48		63.48

8	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-3711 / 25243.3711	ASSESSORS PLAT 10 L9	W 2309 12TH AV	Y

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007	GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007	936.90	CONCRETE DRIVEWAY 98.49 CSBC TRANSITION 54.96	1,090.35

9	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-3712 / 25243.3712	ASSESSORS PLAT 10 L10	W 2233 12TH AV	N

TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
BUERGER, DIANA L E 1828 49TH AVE	SPOKANE, CITY OF W 808 SPOKANE FALLS BLV	.00		.00

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CITY OF SPOKANE  
PUBLIC WORKS DEPARTMENT  
\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE		PROJECT DESCRIPTION		
2011162 LID		12TH AVE FROM SPRUCE ST TO INLAND EMPIRE WAY; 11TH AVE FROM APPROX LATAH CREEK TO COEUR D'ALENE ST; SPRUCE ST FROM 12TH AVE TO 11TH AVE		
SPOKANE WA 99223-6511USA		SPOKANE WA 99201-3333USA		
10	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-3801 / 25243.3801	STAFFORDS 2ND L1-2-3 B4	S 1102 SPRUCE ST	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ADAMS, STEVE S 1102 SPRUCE ST SPOKANE WA 99224-4380USA	ADAMS, STEVE S 1102 SPRUCE ST SPOKANE WA 99224-4380USA	1,363.43	CONCRETE DRIVEWAY 220.44 CSBC TRANSITION 213.69	1,797.56
11	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-3802 / 25243.3802	STAFFORDS 2ND L4 B4	W 2310 12TH AV	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007	GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007	342.87		342.87
12	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-3803 / 25243.3803	STAFFORDS 2ND L5-6 B4	ADDRESS UNKNOWN	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007	GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007	685.73	CONCRETE DRIVEWAY 117.89 CSBC TRANSITION 124.28	927.90
13	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-3901 / 25243.3901	STAFFORDS 2ND L1TO6 B5	S 1126 COEUR D'ALENE ST	Y
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
CAMP GRANDE LLC W 1325 1ST #300 AVE SPOKANE WA 99201	CAMP GRANDE LLC W 1325 1ST #300 AVE SPOKANE WA 99201	1,971.19	CONCRETE DRIVEWAY 254.91 CSBC TRANSITION 131.66	2,357.76
14	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-3902 / 25243.3902	STAFFORDS 2ND L7 B5	S 1127 SPRUCE ST	Y



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CITY OF SPOKANE  
PUBLIC WORKS DEPARTMENT  
\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE		PROJECT DESCRIPTION			
2011162 LID		12TH AVE FROM SPRUCE ST TO INLAND EMPIRE WAY; 11TH AVE FROM APPROX LATAH CREEK TO COEUR D'ALENE ST; SPRUCE ST FROM 12TH AVE TO 11TH AVE			
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	TOTAL ASSESSMENT
ROSS, RICHARD T & PATRICIA PO BOX 19004 SPOKANE WA 99219		ROSS, RICHARD T & PATRICIA PO BOX 19004 SPOKANE WA 99219		602.46	2,538.37
				CONCRETE DRIVEWAY 1,900.23 CSBC TRANSITION 35.68	
15	PARCEL-NO	LEGAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
	24523-3904 / 25243.3904	STAFFORDS 2ND L10 B5		S 1113 SPRUCE ST	Y
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	TOTAL ASSESSMENT
YOUNGHUSBAND, JOHN S S 1113 SPRUCE ST SPOKANE WA 99224-4337USA		YOUNGHUSBAND, JOHN S S 1113 SPRUCE ST SPOKANE WA 99224-4337USA		343.19	495.94
				CONCRETE DRIVEWAY 108.04 CSBC TRANSITION 44.71	
16	PARCEL-NO	LEGAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
	523-3905 / 25243.3905	STAFFORDS 2ND L11-12 B5		W 2227 11TH AV	Y
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	TOTAL ASSESSMENT
GRUEN, MARGARET S 381 GULF RD BELCHERTOWN MA 01007		CRAWFORD & GRUEN S 381 GULF RD BELCHERTOWN MA 01007		963.10	1,248.72
				CONCRETE DRIVEWAY 212.61 CSBC TRANSITION 73.01	
17	PARCEL-NO	LEGAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
	24523-3906 / 25243.3906	STAFFORDS 2ND L8 B5		S 1121 SPRUCE ST	Y
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	TOTAL ASSESSMENT
SANDALL, KAREN M S 1121 SPRUCE ST SPOKANE WA 99224		SANDALL, KAREN M S 1121 SPRUCE ST SPOKANE WA 99224		404.88	584.32
				CONCRETE DRIVEWAY 110.94 CSBC TRANSITION 68.50	
18	PARCEL-NO	LEGAL-DESCRIPTION		PARCEL ADDRESS	P-SIGN
	24523-3907 / 25243.3907	STAFFORDS 2ND L9 B5		S 1117 SPRUCE ST	Y
TAXPAYER		OWNER/PURCHASER		DISTRICT ASSESSMENT	TOTAL ASSESSMENT
SANDALL, NEDD & JANET 3936 REX ST SE		SANDALL, NEDD & JANET 3936 REX ST SE		344.61	445.70
				CONCRETE DRIVEWAY 101.09	

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CITY OF SPOKANE  
PUBLIC WORKS DEPARTMENT  
\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE		PROJECT DESCRIPTION		
2011162 LID		12TH AVE FROM SPRUCE ST TO INLAND EMPIRE WAY; 11TH AVE FROM APPROX LATAH CREEK TO COEUR D'ALENE ST; SPRUCE ST FROM 12TH AVE TO 11TH AVE		
PORTLAND OR 97202		PORTLAND OR 97202		
19	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-4001 / 25243.4001	STAFFORDS 2ND L3 B6	S 1127 COEUR D'ALENE ST	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
ROBERTS, JANET M		ROBERTS, JANET M	578.84	707.80
S 1127 COEUR D ALENE ST		S 1127 COEUR D ALENE ST	CONCRETE DRIVEWAY 108.04	
SPOKANE WA 99224		SPOKANE WA 99224	CSBC TRANSITION 20.92	
20	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-4002 / 25243.4002	STAFFORDS 2ND L4 B6	S 1123 COEUR D'ALENE ST	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
LARSON, TAMIE		LARSON, TAMIE	297.24	297.24
514 DECATUR AVE		W 2514 DECATUR AVE		
ANE WA 99205-7010USA		SPOKANE WA 99205-7010USA		
21	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-4003 / 25243.4003	STAFFORDS 2ND EXC ST L5 B6	S 1119 COEUR D'ALENE ST	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
JORGENSEN, GUY K		JORGENSEN, GUY K	104.38	104.38
S 1119 COEUR DALENE ST		S 1119 COEUR DALENE ST		
SPOKANE WA 99224-4330USA		SPOKANE WA 99224-4330USA		
22	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-4101 / 25243.4101	STAFFORDS L1-2-3 B1	W 2215 12TH AV	Y
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	TOTAL ASSESSMENT
RODERS, JOYCE N		RODERS, JOYCE N	.00	.00
W 2215 12TH AVE		W 2215 12TH AVE	CONCRETE DRIVEWAY	
SPOKANE WA 99224		SPOKANE WA 99224	CSBC TRANSITION	
23	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-4102 / 25243.4102	STAFFORDS L4 B1	S 1204 COEUR D'ALENE ST	Y

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CITY OF SPOKANE  
PUBLIC WORKS DEPARTMENT  
\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE		PROJECT DESCRIPTION		
2011162 LID		12TH AVE FROM SPRUCE ST TO INLAND EMPIRE WAY; 11TH AVE FROM APPROX LATAH CREEK TO COEUR D'ALENE ST; SPRUCE ST FROM 12TH AVE TO 11TH AVE		
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
COSTELLO, EVE R S 1204 COEUR D ALENE SPOKANE WA 99224	COSTELLO, EVE R S 1204 COEUR D ALENE SPOKANE WA 99224	579.25	CONCRETE DRIVEWAY 108.04 CSBC TRANSITION 29.53	716.82
24	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
24523-4103 / 25243.4103	STAFFORDS L5 B1		S 1208 COEUR D'ALENE ST	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
HURST, ANTHONY C & KATIE L S 1208 COEUR D'ALENE ST SPOKANE WA 99224	HURST, ANTHONY C & KATIE L S 1208 COEUR D'ALENE ST SPOKANE WA 99224	297.24		297.24
25	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
24523-4104 / 25243.4104	STAFFORDS L6 B1		S 1212 COEUR D'ALENE ST	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
DUCREST, KATHLEEN S 1212 COEUR DALENE ST SPOKANE WA 99224-4333USA	DUCREST, KATHLEEN S 1212 COEUR DALENE ST SPOKANE WA 99224-4333USA	109.51		109.51
26	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
24523-4202 / 25243.4202	STAFFORDS L3 B2		S 1213 COEUR D'ALENE ST	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
ROSENBERRY THOMAS D PO BOX 341 BENTON CITY WA 99320	ROSENBERRY THOMAS D PO BOX 341 BENTON CITY WA 99320	109.51		109.51
27	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
24523-4209 / 25243.4209	STAFFORDS L10 B2		S 1214 CHESTNUT ST	N
TAXPAYER	OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS	TOTAL ASSESSMENT
YATES, BONITA M S 1214 CHESTNUT ST SPOKANE WA 99224	YATES, BONITA M S 1214 CHESTNUT ST SPOKANE WA 99224	109.51		109.51

LDRP11  
06/06/14 11:43 AM

CITY OF SPOKANE  
PUBLIC WORKS DEPARTMENT  
\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

PBWK FILE		PROJECT DESCRIPTION		
2011162 LID		12TH AVE FROM SPRUCE ST TO INLAND EMPIRE WAY; 11TH AVE FROM APPROX LATAH CREEK TO COEUR D'ALENE ST; SPRUCE ST FROM 12TH AVE TO 11TH AVE		
28	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-4210 / 25243.4210	STAFFORDS, PT OF L11-12 B2: L11 EXC BEG AT NE COR; TH W 16 FT; TH SELY TO E LN 27.5 FT S OF POB; TH N TO POB; L12 EXC BEG AT NE COR; TH W 45 FT; TH SELY TO S LN 16 FT W OF SE COR; TH E TO SE COR; TH N TO POB	W 2111 12TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS
LUND, ERIC M P O BOX 429 LIND WA		LUND, ERIC M P O BOX 429 USA LIND WA	703.71	CONCRETE DRIVEWAY 155.26 CSBC TRANSITION 73.01
99341		99341 USA		TOTAL ASSESSMENT 931.98
29	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-4211 / 25243.4211	STAFFORDS ADD W1/2 OF LTS 1&2 BLK 2	S 1207 COEUR D'ALENE ST	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS
STAAB, SCOTT R & TRACY A 12 DOWDY RD ANE WA		STAAB, SCOTT R & TRACY A N 4312 DOWDY RD SPOKANE WA	438.04	CONCRETE DRIVEWAY 108.04 CSBC TRANSITION 38.15
99224-9335USA		99224-9335USA		TOTAL ASSESSMENT 584.23
30	PARCEL-NO	LEGAL-DESCRIPTION	PARCEL ADDRESS	P-SIGN
	24523-4212 / 25243.4212	STAFFORDS ADD E1/2 OF LTS 1&2 BLK 2	W 2125 12TH AV	N
TAXPAYER		OWNER/PURCHASER	DISTRICT ASSESSMENT	SPECIAL ASSESSMENTS
LOCKERT, EARL H W 2125 12TH AVE SPOKANE WA		LOCKERT, EARL H W 2125 12TH AVE SPOKANE WA	109.51	CONCRETE DRIVEWAY 54.02 CSBC TRANSITION 10.87
99224-4310		99224-4310		TOTAL ASSESSMENT 174.40

IDRF11  
06/05/14 11:43 AM

CITY OF SPOKANE  
PUBLIC WORKS DEPARTMENT  
\*\*\*\*\* FINAL ASSESSMENT ROLL \*\*\*\*\*

BWK FILE  
-----  
2011162 LID

PROJECT DESCRIPTION  
-----  
12TH AVE FROM SPRUCE ST TO INLAND EMPIRE WAY; 11TH AVE FROM APPROX LATAH CREEK TO COEUR D'ALENE ST;  
SPRUCE ST FROM 12TH AVE TO 11TH AVE  
-----

SPECIAL-DESCRIPTION	ASSESSMENT-METHOD-DESCRIPTION	METHOD-CODE
-----	-----	-----
DISTRICT	ZONE TERMINI	ZT
CSBC TRANSITION	RELATIVE COST	RC
WATER SERVICE	RELATIVE COST	RC
CONCRETE DRIVEWAY	RELATIVE COST	RC

June 24, 2014

File Number: 2011162

Parcel Number: «Parcel\_1»

**Assessment:** \$ «Assessment»



DEPARTMENT OF  
ENGINEERING SERVICES  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201-3343  
509.625.6700  
FAX 509.625.6349/509.625.6124  
Spokaneengineering.org

**EXHIBIT NO. 5**

«Name»

«Address1»

«Address2»

RE: Assessment and Hearing for 12th Avenue from Spruce Street to Inland Empire Way; 11th Avenue from approximately Latah Creek to Coeur d'Alene Street; Spruce Street from 12th Avenue to 11th Avenue

Dear «Name»:

The above project has been completed, and a description of the assessment district is attached. The City proposes to assess your property in the **amount shown in the upper left hand corner of this letter**. In order to provide an opportunity for you to become better informed and to answer questions concerning the project and your assessment, a meeting will be held by the Department of Engineering Services on July 17, 2014, at 1:30 p.m., in the Conference Room 2A, 2nd Floor of the Spokane City Hall. This is an informal meeting intended to address questions or concerns that you may have. If you are unable to attend this meeting, you may contact me for information at the number shown below.

In compliance with the Statutes of the State of Washington, a hearing will be held before the City Hearing Examiner in Conference Room 2B, 2nd Floor of the City Hall, 808 West Spokane Falls Boulevard, at 1:30 p.m., on July 29, 2014. This hearing is to correct any irregularities or errors that may have occurred in assessing your property; it is not for the purpose of discussing the advisability of the project. The decision to create this Assessment District was made at a previous hearing and construction of this project is now completed. The Hearing Examiner will sit as a board of equalization for the purpose of considering the assessment roll. This will be the only hearing held on the assessments for this project.

Persons objecting to this assessment roll must submit written objections that comply with the requirements of Spokane Municipal Code (SMC) 7.05.480 to the Engineering Services Operations Manager by the date and time scheduled for the hearing. Only persons who have submitted such written objections will be permitted to testify at the hearing. To be considered, written objections must contain the nature of the objection, the evidence to be presented in support of the objection, and the witnesses to be called to testify in support of the objection. The Hearing Examiner will consider the objections made and may correct, revise, raise, lower, change, or modify the roll or any part thereof, or set aside the roll and order the assessments to be made anew.

The decision of the Hearing Examiner will be final unless appealed to the City Council. The decision of the Hearing Examiner may only be appealed by persons who have submitted written objections that comply with the requirements stated in this letter. All appeals must comply with the requirements of SMC Section 7.05.540. Copies of the Spokane Municipal Code can be obtained through the City's website at [www.spokanecity.org](http://www.spokanecity.org), or by contacting this office.

**In Summary - Dates to Note:**

July 17, 2014 at 1:30 p.m.  
July 29, 2014  
July 29, 2014 at 1:30 p.m.

Informational Meeting  
Written objections due before the hearing  
Hearing

The costs for the improvement are as follows:

Contract value .....	\$ 419,555.53
Engineering Fee .....	171,277.90
City Clerk's Expense .....	256.59
Treasurer's Expense .....	3,440.00
Accounting Expense .....	4,011.50
Interest .....	12,577.86
Bonds Cost .....	45.00
Legal Expense .....	419.00
Archaeological Study .....	13,511.71
Postal Community Box Unit .....	2,929.47
Tree Related Work .....	19,212.29
Geotech Related Work .....	14,191.98
Water Service Extension .....	8,088.83
Hydrant Relocates .....	<u>6,546.61</u>
<b>Total Project Cost .....</b>	<b>\$ 676,064.27</b>
 Street Bond Affidavit Funding .....	 \$ 1,899.87
Street Bond Funds .....	332,395.49
Community Development Funds .....	313,835.66
 <b>Total Supplemental Funding .....</b>	 <b>648,131.02</b>
 <b>Net Project Assessment .....</b>	 <b>\$ 27,933.25</b>

**Please note your assessment amount in the upper left hand corner of page one.**

Approximately thirty days before the due date of the assessment, the City Treasurer will send a statement showing the amount of the assessment. All or any part of the assessment may be paid without interest before the date shown on the statement. After the date shown on the statement, the balance will be divided over ten years with ten annual installments, with interest computed each year on the unpaid balance.

Funding assistance may pay 50, 75, or 100% of your assessment. In order to qualify for assistance, please review the enclosed application. If your income level and family size are within the limits, fill out the application and return it to the Department of Engineering Services at the address shown. Along with your application form, please include a copy of your 2013 Federal Income Tax Return. **Please note, if you have previously been approved for assistance you do not need to apply again. However, if your income has been reduced as of 2013 or your family size increased, you may now qualify for assistance. Please review the application carefully to determine whether to reapply. This application must be submitted to our office by July 29, 2014.**

sent?  
missing  
here?

If you desire any additional information, please contact me in the Department of Engineering Services at 625-6700, or at the address above.

Sincerely,



Michael Myers  
L.I.D. Coordinator

Attachment: District Description, Funding Form

## ASSESSMENT DISTRICT DESCRIPTION

PROJECT NO. 2011162

Description of the assessment district for:

**Street Improvements in 12<sup>th</sup> Ave from Spruce St to Inland Empire Way,  
11<sup>th</sup> Ave from Latah Creek to Coeur d' Alene St,  
& Spruce St from 12<sup>th</sup> Ave to 11<sup>th</sup> Ave**

---

-  
All that property described as follows:

<u>LOTS</u>	<u>BLOCK</u>	<u>ADDITION</u>
1, 2, 4, 5, 9, & 10	-	Assessor's Plat No. 10
2 - 6	2	Stafford's 2 <sup>nd</sup> Addition
1 & 2	3	Stafford's 2 <sup>nd</sup> Addition
1 - 6	4	Stafford's 2 <sup>nd</sup> Addition
1 - 12	5	Stafford's 2 <sup>nd</sup> Addition
3 - 5	6	Stafford's 2 <sup>nd</sup> Addition
1 - 6	1	Stafford's Addition
1 - 3 & 10 - 12	2	Stafford's Addition

Situated in the **SW** Quarter of Section **24**, Township **25**, Range **42** East of the Willamette Meridian.

End of Description.

---



THIS APPLICATION MAY REDUCE YOUR COST **PROVIDED** YOU QUALIFY FOR ASSISTANCE. ASSISTANCE IS AVAILABLE ON A **FIRST-COME, FIRST-SERVED** BASIS, ACCORDING TO THE DATE THIS APPLICATION IS RECEIVED IN THE ENGINEERING SERVICES DEPARTMENT.

### APPLICATION FOR LOCAL IMPROVEMENT DISTRICT (LID) FINANCIAL ASSISTANCE

The City of Spokane's Street Bond LID Program may pay 100%, 75%, or 50% of the LID assessment for street improvements for residential property owners who occupy their residence within the Local Improvement District. Owners must have low and moderate incomes and have non-income producing assets that **do not** exceed \$35,000.00. Your personal residence is excluded from the \$35,000.00 asset limit.

The amount of assistance depends on family size, gross annual income and assets. If your income is less than Line A of the chart below, you may receive 100% assistance. If your income is between Line A and B, you may receive 75% assistance. If your income is between Line B and C, you may receive 50% assistance. At any level of assistance, your assets that do not produce income may not exceed \$35,000.00 (personal residence excluded).

#### GROSS ANNUAL INCOME LIMIT BY NUMBER OF PERSONS IN FAMILY

		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9+</u>
A	100%	22,200	25,400	28,550	31,700	34,250	36,800	39,350	41,850	44,400
B	75%	28,850	33,000	37,100	41,200	44,525	47,825	51,125	54,400	57,700
C	50%	35,550	40,600	45,650	50,700	54,800	58,850	62,900	66,950	71,000

If you think you qualify for this assistance, COMPLETE BOTH SIDES OF THIS FORM. BE SURE TO SIGN AND DATE THE FORM AND RETURN IT ALONG WITH A COMPLETE COPY OF YOUR 2013 FEDERAL TAX RETURN, YOUR W2 FORM(S), SOCIAL SECURITY BENEFIT LETTER, 2013 DSHS AWARD LETTER OR ANY OTHER APPLICABLE DOCUMENTS SHOWING INCOME TO THE DEPARTMENT OF ENGINEERING SERVICES, 808 West Spokane Falls Boulevard, Spokane, WA 99201-3343.

=====

Name (Owner/Purchaser) \_\_\_\_\_ Phone \_\_\_\_\_

Address of Property \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Addition \_\_\_\_\_

Mailing Address \_\_\_\_\_ Zip Code \_\_\_\_\_

Date of Birth \_\_\_\_\_ Family Size (include yourself) \_\_\_\_\_

Employer \_\_\_\_\_ Employer's Address \_\_\_\_\_

Position \_\_\_\_\_ Years of Service \_\_\_\_\_

The following information is not required and is voluntary:

Is anyone in your household handicapped? Yes \_\_\_\_\_ No \_\_\_\_\_

Indicate number of persons in your household by Ethnic Origin (include yourself).

ETHNICITY:		RACE:		RACE (continued):	
Hispanic or Latino		White		American Indian/Alaskan Native & White	
Not Hispanic or Latino		Black/African American		Asian & White	
		Asian		Black/African American & White	
		American Indian/Alaskan Native		American Indian/Alaskan Native & Black/African American	
		Native Hawaiian/Other Pacific Islander		Other	





DEPARTMENT OF  
ENGINEERING SERVICES  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201-3343  
509.625.6700  
FAX 509.625.6349/509.625.6124  
Spokaneengineering.org

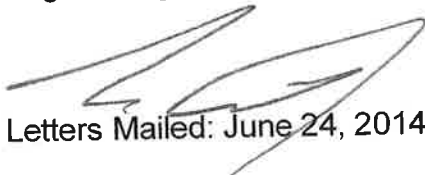
EXHIBIT NO. 6

CONFIRMATION  
LOCAL IMPROVEMENT DISTRICT  
CERTIFICATE OF MAILING

**12th Avenue from Spruce Street  
to Inland Empire Way; 11th Avenue  
from approximately Latah Creek  
to Coeur d'Alene Street; Spruce Street  
from 12th Avenue to 11th Avenue**

I, Kyle Twohig, Engineering Operations Manager, Department of Engineering Services, hereby certify that written notices of the hearing before the Hearing Examiner were mailed under my direction to all owners or reputed owners of the property at the time and in the manner prescribed by law, and that said notices were mailed to such owners or reputed owners more than fifteen days before the date set for the hearing.

Kyle Twohig  
Engineering Operations Manager



Letters Mailed: June 24, 2014

Confirmation Hearing: July 29, 2014

KT/fip

**AFFIDAVIT OF PUBLICATION**

STATE OF WASHINGTON ) SS  
COUNTY OF SPOKANE )  
CITY OF SPOKANE )

**EXHIBIT NO.** 7

I, **TERRI L. PFISTER**, CITY CLERK of Spokane, Washington, and ex-officio editor of the *Official Gazette*, a paper published weekly by the City of Spokane, Washington, do hereby certify that the **NOTICE OF ASSESSMENT ROLL HEARING** attached hereto and which is hereby made a part of this proof of publication was published in said paper to wit:

On the 25th day of June 2014 and 2nd day of July 2014, and that said **NOTICE OF ASSESSMENT ROLL HEARING** was published in every copy of the said paper of said dates.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City of Spokane this 3rd day of July 2014.

*Terri L. Pfister*

City Clerk

City of Spokane, Washington



(See Attached for Remainder of Affidavit)

**ASSESSMENT ROLL HEARING NOTICE****LID NO. 2011162**

Local Improvement District No. 2011162 for street improvements for 12<sup>th</sup> Ave. from Spruce St. To Inland Empire Way; 11<sup>th</sup> Ave. from approx Latah Creek to Coeur d'Alene St.; Spruce St. from 12<sup>th</sup> Ave to 11<sup>th</sup> Ave.

The Assessment Roll for the above Local Improvement District, prepared under City of Spokane Ordinance No. C34872 enacted May 21, 2012, was filed with the Spokane City Clerk June 11, 2014, and is now open for public inspection.

The Spokane City Council has fixed Tuesday, July 29, 2014, at 1:30 p.m., in the Second Floor Conference Room of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington, as the time and place for the Hearing to be held before the City Hearing Examiner upon said roll.

All persons who may desire to object thereto shall make such objection in writing and file the same with the City Engineer at or prior to the date fixed for such Hearing. Only persons who have submitted written objections will be permitted to testify at the Hearing.

At the time and place fixed, and at such other times as the Hearing may be continued to, the City Hearing Examiner will sit as a Board of Equalization for the purpose of considering said roll, and at such Hearing, or Hearings, will consider such objections made thereto, or any part thereof, and will correct, revise, raise, lower, change, or modify such roll, or any part thereof, or set aside such roll and order that such assessment be made de novo.

This will be the only Hearing held on the assessment roll and will be final unless appealed to the Spokane City Council. Failure to submit written objections to the Hearing Examiner will be deemed a waiver of the right to appeal. All appeals must comply with Section 7.05.540 of the Spokane Municipal Code.

Specific information regarding this assessment roll may be obtained by contacting the Engineering Services Department, Third Floor, Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington 99201—telephone number (509) 625-6700.

Spokane City Clerk

**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 Council Briefing Center 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.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ggeorge-hatcher@spokanecity.org](mailto:ggeorge-hatcher@spokanecity.org). Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Publish: June 25 & July 2, 2014



DEPARTMENT OF  
ENGINEERING SERVICES  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201-3343  
509.625.6700  
FAX 509.625.6349/509.625.6124  
Spokaneengineering.org

EXHIBIT NO. 8

## LOCAL IMPROVEMENT DISTRICT (L.I.D.) CONFIRMATION REPORT

FOR

Local Improvement District No. 2011162

### S U M M A R Y   A N D   R E C O M M E N D A T I O N

**Confirmation of Assessments for:** 12th Avenue from Spruce Street to Inland Empire Way; 11th Avenue from approximately Latah Creek to Coeur d'Alene Street; Spruce Street from 12th Avenue to 11th Avenue.

**Recommendation:** Approve

### F I N D I N G S   O F   F A C T

### B A C K G R O U N D   I N F O R M A T I O N

**Date of Ordering Ordinance:** May 21, 2012

**Ordering Ordinance Published:** May 30, 2012

**Project Description:** Street improvements for 12th Avenue from Spruce Street to Inland Empire Way; 11th Avenue from approximately Latah Creek to Coeur d'Alene Street; Spruce Street from 12th Avenue to 11th Avenue.

**Reason and Purpose of Project:** This project is designed to provide neighborhood circulation, dust control, adequate storm drainage and improved quality of life within the assessment district.

<b>Total Project Cost</b>	<b>\$676,064.27</b>
---------------------------	---------------------

Street Bond Affidavit Funding	1,899.87
Street Bond Funds	332,395.49
Community Development Funds	313,835.66

<b>Net Assessment to Property Owners</b>	<b>\$27,933.25</b>
--	--------------------

<b>Total Number of Parcels:</b>	<b>30</b>
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## **PROCEDURAL INFORMATION**

**Confirmation Hearing:** July 29, 2014

**Notice Dates:**

Mailed Final Hearing Notification: June 24, 2014

Notice of Assessment Roll Hearing Published: June 25 and July 2, 2014

Information Meeting: July 17, 2014

**Known Opponents:**

None

**Date of Report:**

July 22, 2014

**Responsible Staff Person:**

Michael Myers, LID Coordinator  
City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## **FINDINGS AND CONCLUSIONS**

Local Improvement Districts finalized by a confirming Ordinance are subject to Spokane Municipal Code (SMC) Chapter 7.05 and may be approved only if they comply with the criteria set forth in SMC 7.05.500. The Department of Engineering Services has reviewed these criteria and all of the available evidence and makes the following Findings and Conclusions to confirm the assessment roll:

1. All property in the Local Improvement District has been assessed proportionally in relation to all other property in the Local Improvement District.

A zone termini method of distributing the project costs has been used insuring proportional assessments.

2. All property in the Local Improvement District is specially benefited in an amount at least equal to the assessment.

A review of the assessments has been conducted by the Department of Engineering Services staff and it is the Department's judgment that the assessments are equal to or less than the special benefit to the properties in the assessment district. In no case are the assessments greater than the special benefit.

3. All procedures set forth in RCW 35.43 and this Article have been followed.

On June 24, 2014 notices were sent to all property owners and taxpayers of record advising them of the proposed amount of their assessments and of the date of the hearing before the City's Hearing Examiner in accordance with RCW 35.43. Copies of this correspondence can be found elsewhere in this report.

2011162 LID Report





DEPARTMENT OF  
ENGINEERING SERVICES  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201-3343  
509.625.6700  
FAX 509.625.6349/509.625.6124  
Spokaneengineering.org

EXHIBIT NO. 9

**CONFIRMATION MEETING**

**FOR**

**LOCAL IMPROVEMENT DISTRICT 2011162**

**12th Avenue from Spruce Street to Inland Empire Way;**

**11th Avenue from approximately Latah Creek to Coeur d'Alene Street;**

**Spruce Street from 12th Avenue to 11th Avenue**

**ATTENDANCE ROSTER**

<u>Bonita M Gates</u>	<u>1214 S. Chestnut</u>	<u>509-589-0016</u>
Name	Address	Phone Number
_____	_____	_____
Name	Address	Phone Number
_____	_____	_____
Name	Address	Phone Number
_____	_____	_____
Name	Address	Phone Number
_____	_____	_____
Name	Address	Phone Number
_____	_____	_____
Name	Address	Phone Number
_____	_____	_____
Name	Address	Phone Number
_____	_____	_____

**LID Final Hearing Report**Date: July 29<sup>th</sup>, 2014

LID No. 2011162

Street Improvements of 12th Avenue from Spruce Street to Inland Empire Way;  
11th Avenue from Latah Creek to Coeur D'Alene Street; and Spruce Street from  
12th Avenue to 11th Avenue

- Property in this District is being assessed proportionally in relation to all other properties in the LID. The **Zone Termini** method of assessment is being used to distribute the cost in accordance with the Revised Code of Washington, Title 35, Chapter 35.44, Section(s).030, and .040.
- All of the property and only that property that was benefited by the completed improvement is being assessed.
- On **June 24<sup>th</sup>, 2014** notices were sent to each owner and/or taxpayer as shown on the County's tax rolls, informing them of their final assessments, that an **information** meeting would be held on **July 17<sup>th</sup>, 2014 @ 1:30pm** and the date of this hearing.
- **one**-parcel owner attended the **Information** meeting.
- The Engineering Services Department has **not** received any valid letters from parcel owners protesting their final parcel assessments.
- There are 30 parcels in this LID
- Total cost of this improvement is: \$ 676,064.27
- Total Supplemental funding is: - \$ 648,131.02
- Project cost to be assessed is: \$ 27,933.25
- Individual parcel assessments range from \$ 0.00 to \$ 6,352.87.
- The Department recommends that the Final Assessment Roll for this LID be confirmed.

RECEIVED

JUL 29 2014

HEARING EXAMINER

**ORDINANCE NO. C35138**

An ordinance approving and confirming the assessments and assessment roll for **Local Improvement District No. 2011162 for 12th Avenue from Spruce Street to Inland Empire Way; 11th Avenue from approximately Latah Creek to Coeur d'Alene Street; Spruce Street from 12th Avenue to 11th Avenue**, and levying and assessing the amounts thereof, according to benefits, against the several lots, tracts and parcels of land and other property as shown on said roll; providing for the collection of said assessments and the issuance of local improvement installment notes or bonds to pay the cost and expense of said improvement; fixing the date of issue of said installment notes or bonds; and providing for delinquency penalties.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. That the assessments and assessment roll of **Local Improvement District No. 2011162** as the same now stands, be and the same hereby are, in all things approved and confirmed.

Section 2. That each of the lots, tracts and parcels of land and other property shown upon said roll is hereby declared to be specially benefited by said improvement in at least the amount charged against the same, and that the assessment appearing against each lot, tract or parcel of land and other property is in proportion to the several assessments appearing upon said roll. There is hereby levied and assessed against each such lot, tract and parcel of land, and other property described in said roll, the amount finally charged against the same thereon.

Section 3. That the City Clerk is hereby directed to certify and transmit said assessment roll to the City Treasurer for collection pursuant to state law and the ordinances of the City of Spokane.

Section 4. That said assessments shall become due and payable on **October 1, 2014**, and thereafter shall bear interest at an effective rate of three-fourths of one percent in excess of the rate at which installment notes or bonds may be sold as authorized in the next following section of this ordinance. All or any portion of any assessment may be paid without penalty or interest at any time before said date. Any portion of any assessment not paid as aforesaid shall be paid to the City Treasurer in ~~ten~~ equal annual installments, the first of which shall be due, payable and delinquent on **October 1, 2015** and on the same day in each year thereafter, together with interest thereon. All delinquent installments, consisting of principal and interest, shall bear interest at the aforesaid rate to the date of payment of foreclosure sale and, in addition, the total of the foregoing shall be subject to a penalty, the rate and calculation of which shall be as by general ordinance prescribed.

Section 5. That the **1st** day of **November, 2014** is hereby fixed as the date of issue of the installment notes or bonds required to be issued on account of said improvement; provided, a later date may be fixed by resolution of the City Council. No installment notes or bonds shall be issued in excess of the cost and expense of said improvement, or before the expiration of fifty (50) days from and after the date of the first publication of notice by the City Treasurer that said roll is in his/her hands for collection.

Section 6. The City Council hereby declares its official intent under Treasury Regulation Section 1.150-2 on behalf of the City to issue bonds to finance that portion of the improvements ordered by Section 1 of **Ordinance No. C-34872**, that are to be paid from assessments. The Council reasonably expects that, (a) the City will reimburse expenditures for the improvements with proceeds of such bonds, and (b) the maximum principal amount of such bonds will be **\$27,933.25**.

Section 7. This ordinance shall take effect and be in force from and after its passage.

**Passed the City Council** \_\_\_\_\_.

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

Attest:

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

Approved as to form:

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**Agenda Sheet for City Council Meeting of:**

08/18/2014

**Date Rec'd**

8/4/2014

**Clerk's File #**

PRO 2014-0001

**Renews #****Submitting Dept**

ENGINEERING SERVICES

**Cross Ref #**

ORD C33507

**Contact Name/Phone**

DAN BULLER 625-6391

**Project #****Contact E-Mail**

DBULLER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Special Considerations

**Requisition #****Agenda Item Name**

0370 - RESOLUTION - CSAC

**Agenda Wording**

10 Year Street Bond Program - Semi-Annual Report for Spring/Summer 2014.

**Summary (Background)**

City Council Ordinance C33507, Dated October 11, 2004, created the Citizen's Street Advisory Commission (CSAC). The duties of CSAC include an annual report on the status the street projects and recommendations on capital street projects. The Spring/Summer 2014 report anticipates that there will be surplus funds in the Local Improvement (LID) and Utility Match unpaved Streets buckets. CSAC recommends adding four projects to be paid for with these surplus funds.

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

TWOHIG, KYLE

**Study Session****Division Director**

QUINTRALL, JAN

**Other**

PCED 8/11/14

**Finance**

LESESNE, MICHELE

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**Purchasing**

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dhawkins@@spokanecity.org

## **BRIEFING PAPER**

Engineering Services Department

August 18, 2014

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### **Subject:**

10 Year Street Bond Program Semi-Annual Report for Spring/Summer 2014

### **Background:**

City Council Ordinance C33507, dated October 11, 2004, created the Citizen's Street Advisory Commission (CSAC). CSAC was created to insure accountability, an informed citizenry, and an independent review of plans, costs, and timeliness. The duties of CSAC include an annual report on the status of the road projects and recommendations on capital street projects.

The Spring/Summer 2014 report anticipates that there will be surplus funds in the Local Improvement District (LID) and Utility Match Unpaved Streets Funds. CSAC recommends adding four projects to be paid with these surplus funds.

Section 3 of the 2004 Street Bond Ordinance indicates: "In the event there are Bond proceeds remaining, the Council may make additional repairs and improvements to the streets of the City as are deemed necessary and desirable by the Council."

The four recommended projects follow the same criteria as used to determine the original Arterial and Residential Street Bond projects.

The four recommended projects are:

- ▶ Unpaved Streets
  - Erie Street from 1<sup>st</sup> Avenue to Martin Luther King Jr. Boulevard
  - Rebecca Street - unpaved side streets near 8th Avenue and 9th Avenue
- ▶ Utility Match Projects
  - Havana Street from 37<sup>th</sup> Avenue to south City Limits
  - 37th Avenue from Regal Street to East City Limits

### **Impact:**

Local Improvement District (LID) and Utility Match Unpaved Street Funds - 100%

### **Action:**

Council accept the 10-Year Street Bond Program Semi-Annual Report for Spring/Summer 2014, including the recommended four projects.



# **10-Year Street Bond Program**

## **Citizen Streets Advisory Commission**

**Semi-Annual Report  
Summer/Fall 2014**





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## Introduction

Since the 10-Year Street Bond program was approved by voters in 2004, it has been overseen by the Citizen Streets Advisory Commission (CSAC). To keep the faith with the voters that the Bond funds are spent rehabilitating Spokane streets, members of the Commission have limited the scope of Street Bond projects to the costs directly associated with rehabilitating the street curb-to-curb. The Commission provides two reports to the Mayor, City Council, and citizens of Spokane by spring/summer and fall/winter; the spring/summer report includes financial and project information while the fall/winter report highlights the completed projects for that construction year.

### Citizen Streets Advisory Commission Members:

Members:	Representing:	Terms:
Phil Barto	District 3/Management Consult. Barto Fleet Engineering Svcs.	12/31/16
Dallas Hawkins, Chair	District 2/ Insurance Broker Self Employed	12/31/18
Donna Jilbert	District 1/Owner, LaDonna's Beauty Salon	12/31/13
Robert Stevens	District 3/Community Volunteer	12/31/16
Max Kuney	District 2/President Max J, Kuney Co.	12/31/15
Kathy Miotke	At Large/Chair, Five Mile Prairie Neighborhood Association	12/31/16
Stan Stirling, Vice Chair	District 1/ Principal Emeritus, Taylor Engineering, Inc.	12/31/16
Hal Ellis	Liaison to Community Assembly	

The following table gives an overview of how many miles of streets, and which category of streets have been repaired to date under the 10-Year Street Bond program.

Program Category	Total Miles	Miles Repaired To Date	Percent of Total Miles	Original Budget*	Spent Through Dec. 31, 2013	Percent of Bond Spent
Arterial	45	41	91%	\$82,049,473.57	\$73,360,075.72	89%
Residential	44	44	100%	\$28,343,657	\$26,265,374.13	93%
Utility Match	7	5.7	81%	\$7,000,000	\$1,959,643.77	28%
Local Improvement District (LID)	14	6.5	46%	\$10,000,000	\$4,829,079.76	48%
General Expenses				\$1,904,104.35	\$1,904,104.35	100%
<b>TOTAL</b>	<b>110</b>	<b>97.2</b>	<b>89%</b>	<b>\$129,297,234.92</b>	<b>\$108,318,277.73</b>	<b>84%</b>

\*Original amount including interest earned.

## Letter from the Street Commission

Summer 2014

To Mayor David Condon, City Council and the Citizens of Spokane:

This letter is provided as part of the semi-annual report from the Citizen Streets Advisory Commission (CSAC) to the Mayor, City Council, and to interested citizens. These reports, as well as committee monthly meetings, are part of the Street Commission's oversight of the 10-Year Street Bond Program to rehabilitate Spokane's streets. Since 2004, our mandate has been to support decisions that will result in the rehabilitation of the greatest number of street miles in the City of Spokane as supported and approved by the voters.

Pricing for street repair projects has remained steady and predictable as we work finish up the last two or three projects for this program with the High Drive and Lincoln/Monroe projects. This trend has permitted us to add four additional projects to the original list, for which we are most grateful. These additional projects truly highlight the success of this program and help build trust with the public. This work has also helped create and sustain many family wage jobs for the local community during the past decade. These jobs generate income that is spent locally and provides additional tax revenue for the City to help stimulate our regional economy.

Members of the Street Commission continue to support legislative and community efforts to eliminate the use of studded snow tires in the State of Washington. There is clear evidence that the use of studded tires directly cause severe and extensive damage to our road systems. While we recognize that efforts to ban or tax studded tires remains unpopular among a vocal minority of voters in Washington State, the Spokane City Council, CSAC and WSGRTA are all convinced that studded tires provide very limited additional safety or utility while they directly cause significant and measurable damage to our streets and highways. We support continued efforts to ban the use of studded tires everywhere in the country.

CSAC is very pleased to support the City of Spokane in its new efforts to continue street rehabilitation work over the next twenty years, being proposed in the levy lid lift initiative. The levy program, if approved by the voters, will provide a more flexible and integrated approach to street repairs and maintenance that will serve all of the users of the system more efficiently and effectively. With the completion of the very successful ten-year bond program, CSAC appreciates that converting to a pay as you go levy model will provide for ongoing and perpetual funding for streets will be more appropriate. Clearly, this street rehabilitation work must continue on a perpetual basis if we intend to deliver and sustain a high quality level of service to the city of Spokane and the users of the system.

At the end of this construction season, the 2004 ten-year Street Bond Program will have substantially completed the work as promised, both on time and under budget. CSAC will continue to oversee and fund the LID and Utility Match programs until those funds have been expended or the program is transferred to a new integrated Transportation Board, which is now being considered. Spokane can and should build on this successful program as it moves forward to continue our efforts to repair and maintain all City streets. All of us who have served on the Street Commission would like to thank the voters of Spokane for their support of this program as well as the members of the Street Commission and City Staff who continue to give their time and many talents to this effort.

Sincerely,  
Stan Stirling, Acting Chairman  
Citizen Streets Advisory Commission

## Suggested Criteria and Composition of next Transportation Board:

We suggest that several current and redundant boards or commission, related to transportation be folded into the new transportation board, including BAB, CSAC and CTAB. We also believe that the board’s primary function will be to work with staff and others such as the plan commission to integrate utility, stormwater, bike and ped infrastructure, traffic calming and other opportunities in the planning and element selection process and then to oversee and administer the project when it goes to construction.

A 7-9 member Transportation Board should include the following voting members:

1. City Council member
2. Plan Commission Member
3. Two from each City Council District
4. One appointed at large by the Mayor
5. Non-voting (Ex-Officio): from Pett or CA.

The board should include expertise, advocacy and experience in the following areas:

- Landscape architect
- Experience on a prior similar board or commission
- Prior experience as a planner, city engineer or other similar professional
- Pedestrian and/or bicycle advocate, including those in public health
- Automobile and/or motorcycle advocates
- Public Transportation advocate

Weighted criteria for bike pedestrian or traffic calming elements and infrastructure:

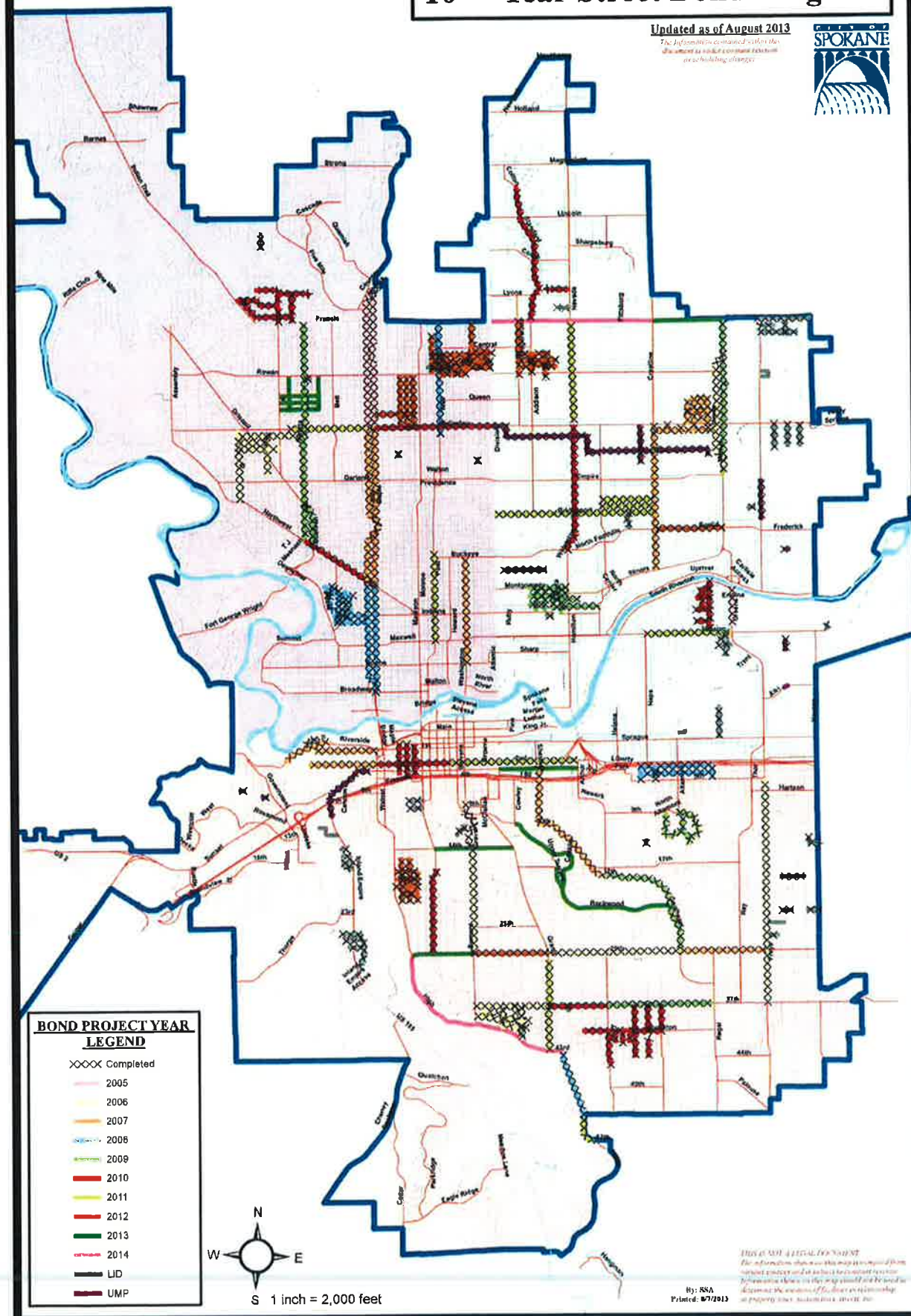
### Indicators and criteria

Street identified in neighborhood planning efforts (once approved)  
Proximity to schools, hospitals, Centers or Corridors  
Traffic Volume/24 hr period  
Designated in Master Bike Plan  
STA, school bus or safe routes to school  
Number of auto/ped collision/year  
Street trees. Lack of  
Sidewalks. Lack of

# 10 - Year Street Bond Program

Updated as of August 2013

The information contained within this document is subject to change without notice and is for informational purposes only.

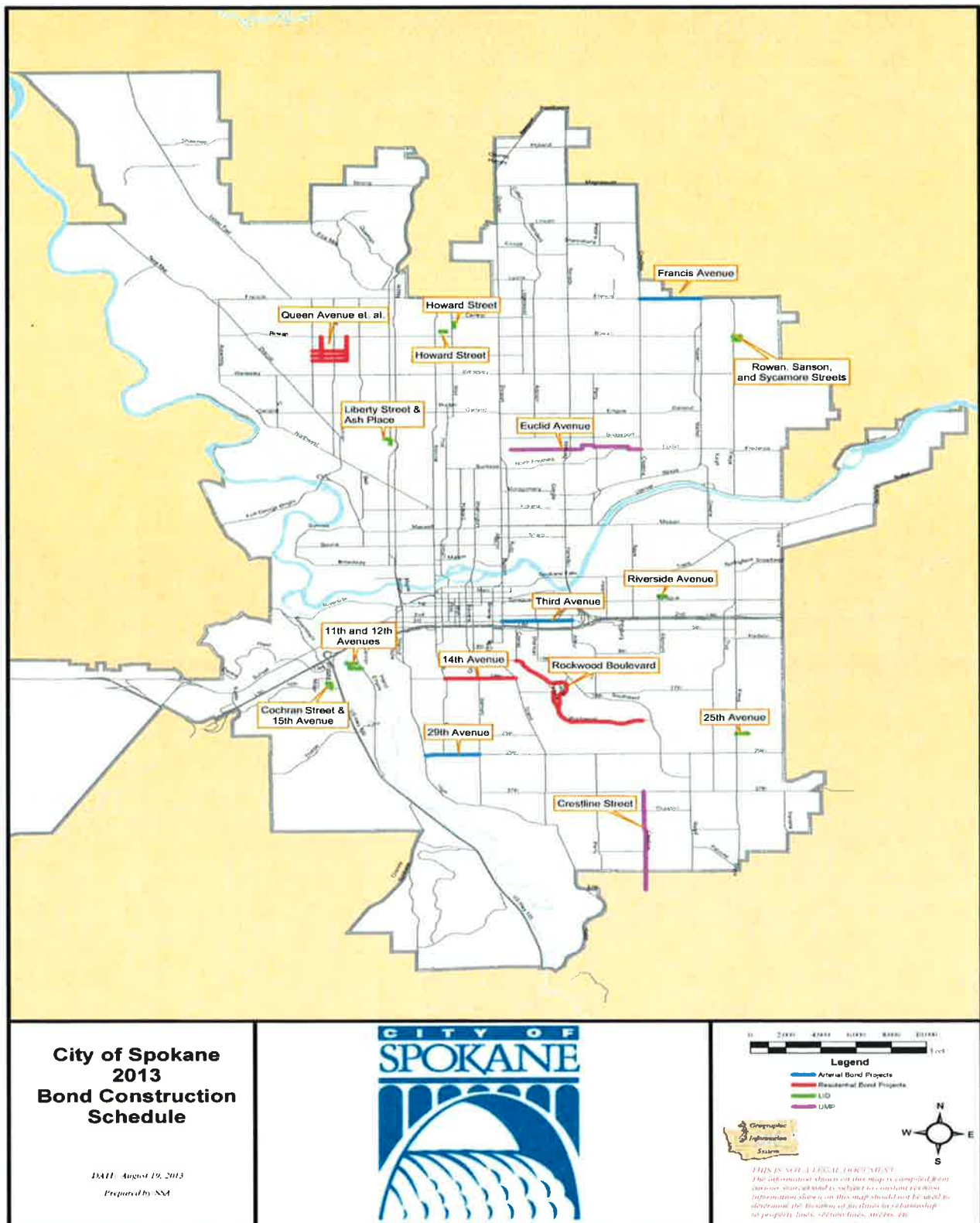


THIS IS NOT A LEGAL DOCUMENT  
The information shown on this map is for informational purposes only and should not be used as a basis for any legal action. The City of Spokane is not responsible for any errors or omissions on this map.

By: SSA  
Printed: 8/7/2013



## 2013 Street Bond Projects



## 2013 Highlights & Accomplishments

### ARTERIAL

Arterial street rehabilitation entails removing existing asphalt and unsuitable sub-base curb-to-curb and replacing it with new material using state-of-the-art technology so the roadways will not require rehabilitation for many years to come.

Below are the two arterial Street Bond projects that are scheduled for construction in 2013:

- Third Avenue from Division Street to Arthur Street
- Francis Avenue from Crestline Street to Haven Street

### Third Avenue from Division Street to Arthur Street

Project #2010121

Construction Start: Spring 2013

Construction Completion: October 2013

Project Description: Rehabilitate 3rd Avenue from Division Street to Arthur Street including replacing a 12-inch water main. The project is being funded by the 10-Year Street Bond and Water Department.

	Budget	Actual	Balance	Percentage
Engineering/ Inspection/ Administrative	\$438,491	\$323,323	\$115,168	74%
Construction	\$1,315,473	\$1,626,626	-\$311,153	124%
TOTAL	\$1,753,964	\$1,949,949	-\$195,985	111%



## Francis Avenue from Crestline Street to Haven Street

Project #2005052

Construction Start: Spring 2014

Construction Completion: September 2014

Project Description: Rehabilitate curb to curb and install ADA curb ramps where needed. The project is being funded by the 10-Year Street Bond.

	Budget	Actual	Balance	Percentage
Engineering/ Inspection/ Administrative	\$408,079	\$461,583	-\$53,504	113%
Construction	\$1,224,238	\$958,058	\$266,180	78%
TOTAL	\$1,632,317	\$1,419,640	\$212,677	87%





## RESIDENTIAL

Residential street rehabilitation entails removing the existing asphalt and unsuitable sub-base from curb-to-curb and uses both full depth replacement and grind and overlay depending on the specific needs of the project.

Below are the three residential Street Bond projects scheduled for 2013:

- Rockwood Boulevard from Cowley Street to Southeast Boulevard
- Queen Avenue from "A" Street to Nettleton
- 14<sup>th</sup> Avenue from Monroe Street to Grand Boulevard

### Rockwood Boulevard from Cowley Street to Southeast Boulevard

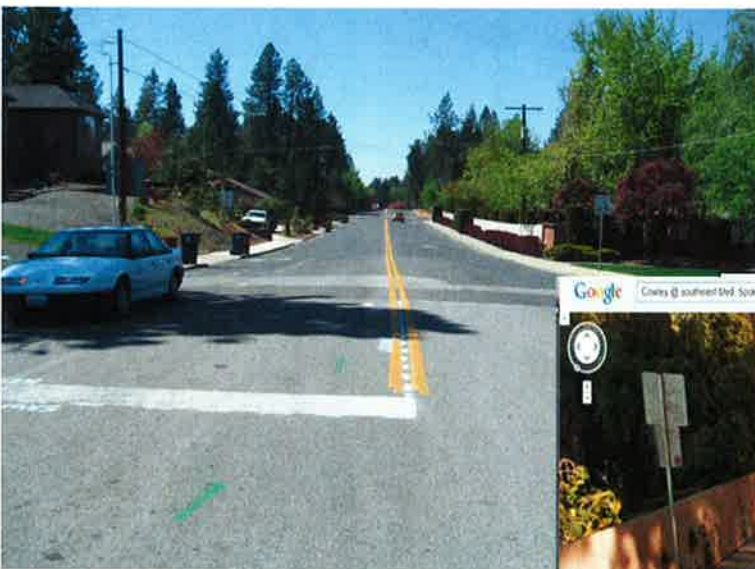
Project #2010125

Construction Start: Spring 2013

Construction Completion: October 2013

Project Description: This project will rehabilitate Rockwood Boulevard from Cowley Street to Southeast Boulevard and Upper Terrace Road from Rockwood Boulevard to 17th Avenue. The project is being funded by the 10-Year Street Bond.

	Budget	Actual	Balance	Percentage
Engineering/ Inspection/ Administrative	\$692,750	\$554,109	\$138,641	80%
Construction	\$2,078,250	\$1,661,433	\$416,817	80%
TOTAL	\$2,771,000	\$2,215,542	\$555,458	80%



## Queen Avenue from "A" Street to Nettleton Street

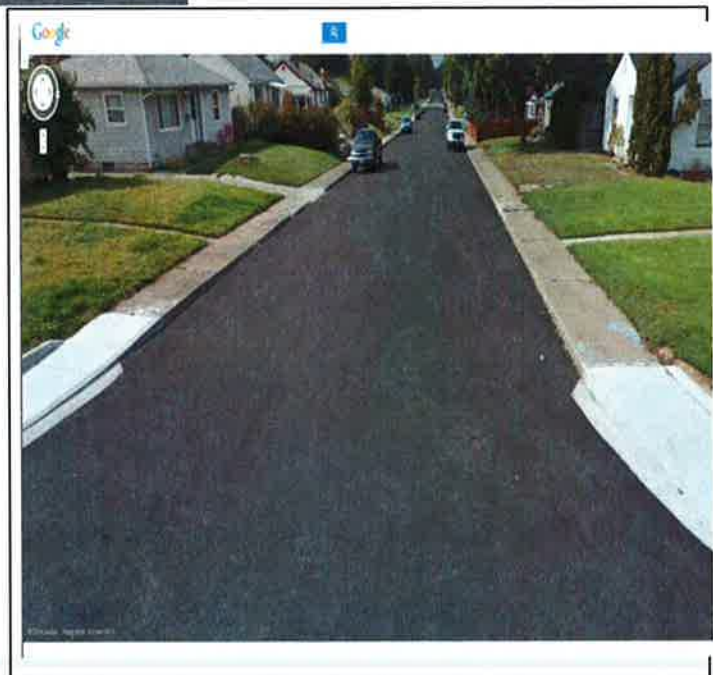
Project #2010129

Construction Start: Spring 2013

Construction Completion: Summer 2013

Project Description: Queen Avenue from "A" Street to Nettleton Street with Surrounding Streets Crown Avenue and Olympic Avenue; Queen Avenue from "A" Street to Nettleton Street; Milton Street and Nettleton Street from Olympic Avenue to Rowan Avenue. The project is being funded by the 10-Year Street Bond.

	Budget	Actual	Balance	Percentage
Engineering/ Inspection/ Administrative	\$276,743	\$46,049	\$230,694	17%
Construction	\$830,228	\$839,217	-\$8,989	101
TOTAL	\$1,106,971	\$885,266	\$221,705	80%



## 14<sup>th</sup> Avenue from Monroe Street to Grand Boulevard

Project #2010128

Construction Start: Spring 2013

Construction Completion: October 2013

Project Description: The project will rehabilitate 14<sup>th</sup> Avenue from Lincoln to Grand Boulevard with additional work being added, including a needed water main repair and a gas line repair. The project is being funded by the 10-Year Street Bond.

	Budget	Actual	Balance	Percentage
Engineering/ Inspection/ Administrative	\$92,574	\$57,144	\$35,430	62%
Construction	\$277,721	\$401,940	-\$124,219	145%
TOTAL	\$370,295	\$459,084	-\$88,789	124%





## UTILITY MATCH

The Bond funds are joined with utility funding to complete roadway rehabilitation curb-to-curb, instead of just repaving traffic lane(s) affected by a utility project. This not only frees up Bond money to add more projects to those originally planned, but also reduces long-term street maintenance and traffic impacts for motorists.

There are two projects scheduled for construction in 2013:

- Euclid Water Main from Mayfair Street to Crestline Street
- Crestline Water Main from 57<sup>th</sup> Avenue to 37<sup>th</sup> Avenue

### Euclid Water Main from Mayfair Street to Crestline Street

Project #2012086

Construction Start: Spring 2013

Construction Completion: October 2013

Project Description: Replace the current 28-inch water main with a 30-inch water main. The project is being funded by the Water Department.

	Budget	Actual	Balance	Percentage
Project Cost	\$1,988,746	\$2,195,719.07	-\$206,973	110%
Bond	\$293,000	\$462,850.17	-\$169,850	158%



## **Crestline Water Main from 57<sup>th</sup> Avenue to 37<sup>th</sup> Avenue**

Project #2012104

Construction Start: Spring 2013

Construction Completion: September 2013

Project Description: Replace a 24-inch water main with a 36-inch water main, repair the street curb-to-curb and install shared use bike lane, sidewalks and swales from 53rd Avenue to 44th Avenue. The project is being funded by the Water Department, 10-Year Street Bond and REET funds.

	Budget	Actual	Balance	Percentage
Project Cost	\$2,692,786	\$2,694,209.61	-\$1,424	100%
Bond Contribution	\$585,000	\$285,300	\$299,700	49%



**LOCAL IMPROVEMENT DISTRICT (LID)**

- Howard Street from Joseph Avenue to Columbia Avenue
- 11<sup>th</sup> Avenue from Latah Creek to Inland Empire Way, 12<sup>th</sup> Avenue from Spruce Street to Inland Empire Way, & Spruce Street from 12<sup>th</sup> Avenue to 11<sup>th</sup> Avenue
- 25th Avenue from Freya Street to ½ block East of Rebecca Street
- Rowan Avenue & Sanson Avenue from Freya Street to Sycamore Street & Sycamore Street from Everett Avenue to Nebraska Avenue
- Riverside Avenue from Altamont Street to Cook Street & Cook Street from Sprague Avenue to Riverside Avenue
- Nebraska Avenue from Lincoln Street to Post Street
- Fiske Street from 19th Avenue to 17th Avenue
- 15th Avenue from Lindeke Street to Cochran Street & Cochran Street from 16th Avenue to 15th Avenue

# **Howard Street from Joseph Avenue to Columbia Avenue**

**Project #2011163**

**Construction Start: Spring 2012**

**Construction Completion: Spring 2013**

**Project Description: The project paved Howard Street from Joseph Avenue to Columbia Avenue and installed curbs and sidewalks.**

	Budget	Actual	Balance
Project Cost	\$148,756	\$96,069	\$52,687
Bond Contribution	\$74,378	\$53,222	\$21,156





**11th Avenue from Latah Creek to Inland Empire Way, 12th Avenue from Spruce Street to Inland Empire Way, & Spruce Street from 12th Avenue to 11th Avenue**





**Project #2011162**

**Construction Start: Spring 2013**

**Construction Completion: October 2013**

**Project Description:** This project paved 11th Avenue from Latah Creek to Inland Empire Way, 12th Avenue from Spruce Street to Inland Empire Way, & Spruce Street from 12th Avenue to 11th Avenue and installed curbs and sidewalks.

	Budget	Actual	Balance
Project Cost	\$1,071,818	\$676,064	\$395,754
Bond Contribution	\$535,909	\$334,295	\$201,614

BEFORE:	AFTER:
 <p><b>12<sup>th</sup> Avenue</b></p>	
 <p><b>Spruce Street</b></p>	



**25th Avenue from Freya Street to ½ block East of Rebecca Street**

**Project #2011165**

**Construction Start: Spring 2013**

**Construction Completion: October 2013**

**Project Description: The project paved 25th Avenue from Freya Street to 1/2 Block East of Rebecca Street and installed curbs and sidewalks.**

	Budget	Actual	Balance
Project Cost	\$600,086	\$364,389	\$235,697
Bond Contribution	\$192,877	\$131,368	\$61,509



**Rowan Avenue & Sanson Avenue from Freya Street to Sycamore Street & Sycamore Street from Everett Avenue to Nebraska Avenue**

**Project #2012041**

Construction Start: Spring 2013

Construction Completion: October 2013

Project Description: The project paved Rowan Avenue & Sanson Avenue from Freya Street to Sycamore Street & Sycamore Street from Everett Avenue to Nebraska Avenue and installed curbs and sidewalks.

	Budget	Actual	Balance
Project Cost	\$1,161,198	\$616,531	\$544,667
Bond Contribution	\$549,260	\$287,083	\$262,177

**BEFORE:**



**Rowan Avenue**

**AFTER:**



**Sanson Avenue**



**Riverside Avenue from Altamont Street to Cook Street & Cook Street from Sprague Avenue to Riverside Avenue**

**Project #2012049**

**Construction Start:** Spring 2013

**Construction Completion:** October 2013

**Project Description:** The project paved Riverside Avenue from Altamont Street to Cook Street & Cook Street from Sprague Avenue to Riverside Avenue and installed curbs and sidewalks.

	Budget	Actual	Balance
Project Cost	\$462,812	\$302,193	\$160,619
Bond Contribution	\$212,660	\$149,606	\$63,054



### **Nebraska Avenue from Lincoln Street to Post Street**

**Project #2012059**

**Construction Start:** Spring 2013

**Construction Completion:** October 2013

**Project Description:** The project paved Nebraska Avenue from Lincoln Street to Post Street and installed curbs and sidewalks.

	Budget	Actual	Balance
Project Cost	\$136,098	\$104,915	\$31,183
Bond Contribution	\$68,049	\$47,475	\$20,574





### **Fiske Street from 19th Street to 17th Street**

**Project #2012079**

Construction Start: Summer 2013

Construction Completion: October 2013

Project Description: The project paved Fiske Street from 19th Street to 17th Street and installed curbs and sidewalks.

	Budget	Actual	Balance
Project Cost	\$299,512	\$172,674	\$126,838
Bond Contribution	\$149,756	\$83,233	\$66,523



**15th Avenue from Lindeke Street to Cochran Street & Cochran Street from 16<sup>th</sup> Avenue to 15<sup>th</sup> Avenue**

**Project #2012099**

Construction Start: Summer 2013

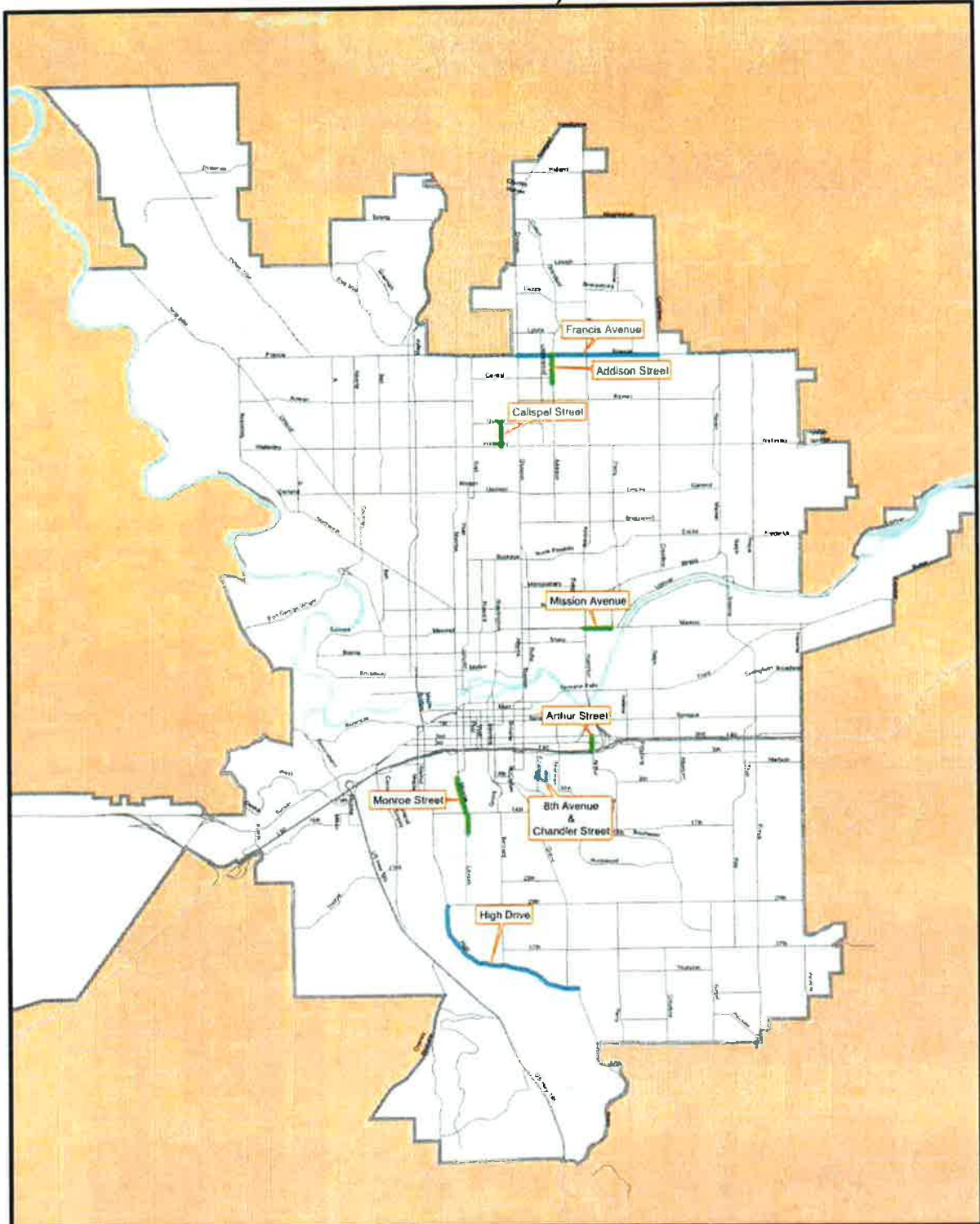
Construction Completion: October 2013

Project Description: The project paved 15th Avenue from Lindeke Street to Cochran Street & Cochran Street from 16th Avenue to 15th Avenue and installed curbs and sidewalks.

	Budget	Actual	Balance
Project Cost	\$371,800	\$255,067	\$116,733
Bond Contribution	\$157,977	\$109,597	\$48,380



# 2014 Street Bond Projects



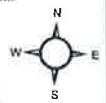
## City of Spokane 2014 Bond Construction Schedule

DATE: June 16, 2014  
Prepared by: NSG



### Legend

- Arterial Bond Projects
- Residential Bond Projects
- Gap Projects



*THIS IS NOT A LEGAL DOCUMENT  
The information shown on this map is compiled from  
various sources and is subject to continuous revision.  
Information shown on this map should not be used to  
determine the location of facilities or to establish  
the property lines, easement lines, etc.*



## 2014 STREET BOND PROJECTS

### ARTERIAL

Arterial street rehabilitation entails removing existing asphalt and unsuitable sub-base curb-to-curb and replacing it with new material using state-of-the-art technology so the roadways will not require rehabilitation for many years to come.

The two arterial Street Bond projects that are scheduled for construction in 2013:

- High Drive from Bernard Street to 29<sup>th</sup> Avenue
- Francis Avenue from Division Street to Crestline Street

#### High Drive from Bernard Street to 29<sup>th</sup> Avenue

Project #2010123

Estimated Start: Summer 2014

Estimated Completion: October 2014

Project Description: An integrated project that includes pavement reconstruction, SCO 24 storage facilities, storm and sewer, swales, and water main replacement from 29<sup>th</sup> Avenue to Hatch Street done in two phases. Phase 1 is 29<sup>th</sup> to Bernard. Phase 2 is from Bernard Street to Hatch Street.

Project # 2010123	Project Name: High Drive from Bernard Street to 29 <sup>th</sup> Avenue			
	Budget	Actual	Balance	Percentage
Engineering/ Inspection/ Administration	\$374,085	\$293,676	\$80,409	79%
Construction	\$1,122,255	\$	\$	%
<b>TOTAL</b>	<b>\$1,496,340</b>	<b>\$</b>	<b>\$</b>	<b>%</b>





**Francis Avenue from Division Street to Crestline**

Project #2012060

Estimated Start: Spring 2014

Estimated Completion: September 2014

Project Description: Rehabilitate curb to curb and install ADA curb ramps where needed. The project is being funded by the 10-Year Street Bond.

	Budget	Actual	Balance	Percentage
Engineering/ Inspection/ Administrative	\$1,038,533	\$263,214	\$775,319	25%
Construction	\$3,115,600	\$	\$	%
TOTAL	\$4,154,133	\$	\$	%



## GAP PROJECTS

Gap Projects fill in the Gap between two Bond Projects where the condition of the street is in terrible condition between two new streets repaired by the Bond, leaving the area whole.

The six residential Street Bond projects scheduled for 2014:

- Arthur Street from 5<sup>th</sup> Avenue to 2<sup>nd</sup> Avenue
- 8<sup>th</sup> and Chandler Water Main Re-route
- Mission Avenue – Hamilton Street to Perry Street
- Lincoln/Monroe – 17<sup>th</sup> to 7<sup>th</sup> Avenue
- Addison Street – Columbia to 525' north of Dalke
- Calispel – Wellesley to Queen

### Arthur Street from 5<sup>th</sup> Avenue to 2<sup>nd</sup> Avenue

Project #2013065

Estimated Start: Spring 2014

Estimated Completion: Summer 2014

**Project Description:** This project will repave Arthur from I-90 to 2<sup>nd</sup> Avenue, add sidewalks along the west side of Arthur, add curb ramps, and add pedestrian lighting pads at various intersections.

Project # 2013065	Project Name: Arthur Street from 5 <sup>th</sup> Avenue to 2 <sup>nd</sup> Avenue			
	Budget	Actual	Balance	Percentage
Engineering/ Inspection/ Administration	\$55,000	\$0	\$55,000	0%
Construction	\$165,000	\$	\$	%
<b>TOTAL</b>	<b>\$220,000</b>	<b>\$</b>	<b>\$</b>	<b>%</b>



# **8<sup>th</sup> & Chandler Water Main Re-route**

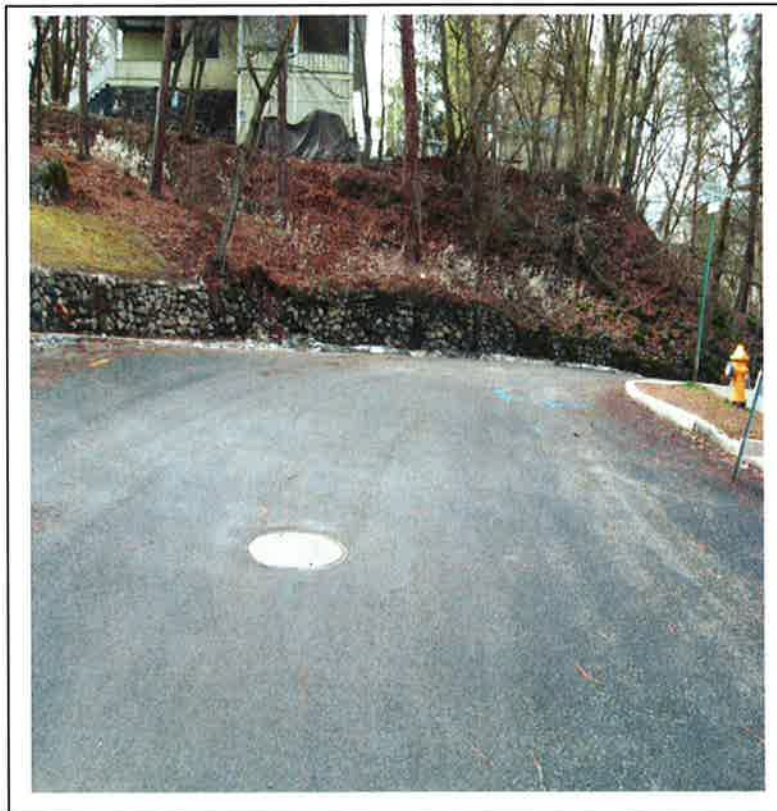
Project #2013194

Estimated Start: Spring 2014

Estimated Completion: Spring 2014

**Project Description:** The project will construct a new 42" diameter water main on Chandler from 8<sup>th</sup> to 7<sup>th</sup> Avenue, on 8<sup>th</sup> from Chandler to Cowley, and on Cowley from 7<sup>th</sup> to 8<sup>th</sup> Avenue.

Project # 2013194      Project Name:      8 <sup>th</sup> & Chandler Water Main Re-route				
	Budget	Actual	Balance	Percentage
Engineering/ Inspection/ Administration	\$43,250	\$0	\$	0%
Construction	\$129,750	\$	\$	%
<b>TOTAL</b>	<b>\$173,000</b>	<b>\$</b>	<b>\$</b>	<b>%</b>



### **Mission Avenue – Hamilton Street to Perry Street**

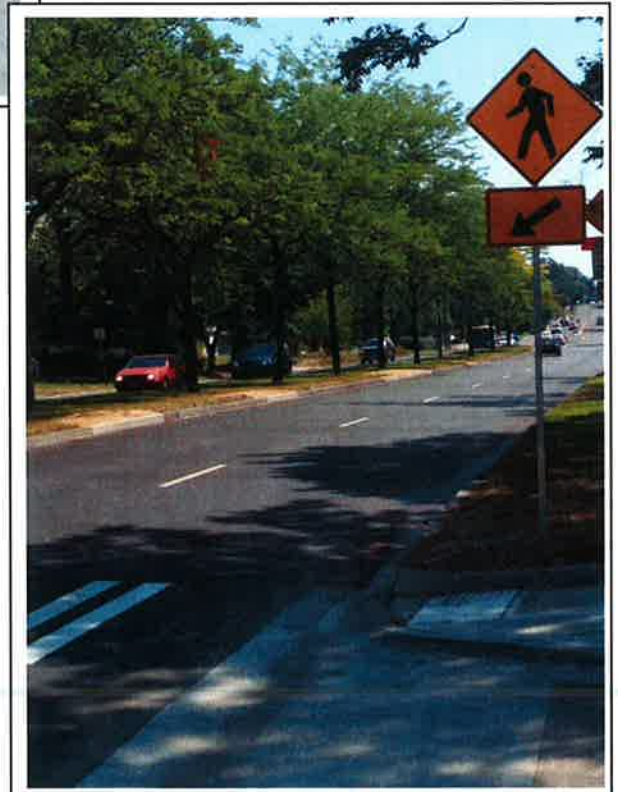
Project #2013209

Estimated Start: Spring 2013

Estimated Completion: October 2013

Project Description: This project will reconstruct the street by replacing the asphalt surface including ADA ramps as needed

Project # 2013209      Project Name: Mission Avenue – Hamilton Street to Perry Street				
	Budget	Actual	Balance	Percentage
Engineering/ Inspection/ Administration	\$82,188	\$4,237	\$77,950	5%
Construction	\$246,563	\$	\$	%
<b>TOTAL</b>	<b>\$328,750</b>	<b>\$</b>	<b>\$</b>	<b>%</b>





# **Lincoln/Monroe – 17<sup>th</sup> Avenue to 7<sup>th</sup> Avenue**

Project #2013210

Estimated Start: Summer 2014

Estimated Completion: October 2014

Project Description: This project will reconstruct the street by replacing the asphalt surface including ADA ramps as needed.

Project # 2013210	Project Name: Lincoln/Monroe – 17 <sup>th</sup> Avenue to 7 <sup>th</sup> Avenue
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	Budget	Actual	Balance	Percentage
Engineering/ Inspection/ Administration	\$329,606	\$14,237	\$315,369	4%
Construction	\$988,819	\$	\$	%
<b>TOTAL</b>	<b>\$1,318,425</b>	<b>\$</b>	<b>\$</b>	<b>%</b>



**Addison – Columbia to 525' north of Dalke**

Project #2013207

Estimated Start:

Estimated Completion:

Project Description: This project is a grind and overlay on Addison Street from Columbia to 525' north of Dalke Avenue.

Project # 2013207      Project Name: Columbia to 525' north of Dalke				
	Budget	Actual	Balance	Percentage
Engineering/ Inspection/ Administration	\$68,500	\$491	\$68,009	1%
Construction	\$205,500	\$	\$	%
<b>TOTAL</b>	<b>\$274,000</b>	<b>\$</b>	<b>\$</b>	<b>%</b>



**Calispel – Wellesley to Queen Street**

Project #2013208

Estimated Start:

Estimated Completion:

Project Description: This project will reconstruct the street by replacing the asphalt surface including ADA ramps as needed.

Project # 2013208	Project Name: Calispel – Wellesley to Queen Street
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	Budget	Actual	Balance	Percentage
Engineering/ Inspection/ Administration	\$82,369	\$491	\$81,878	1%
Construction	\$247,106	\$	\$	%
<b>TOTAL</b>	<b>\$329,475</b>	<b>\$</b>	<b>\$</b>	<b>%</b>



**APPENDIX A**

10-Year Street Plan for Rehabilitation of  
**ARTERIAL STREETS & PUBLIC SAFETY CORRIDORS**  
Paves 45 Miles

ACTUAL COMPLETION	ORIGINAL PROJECTED COMPLETION					
		Project	From	To	Original Budget	Comments
2005	2006-2007	Ash St./Maple St.	Wellesley Ave. REVISED	Cedar Rd. REVISED	\$4,920,000	Advanced for head start on Bond Projects.
2005	2006-2007	Greene St.	192' N of Mission Ave.	Bridge End (S)	\$ 950,000	
				Subtotal	\$5,870,000	
2006	2006-2007	Bernard St.	29th Ave.	14th Ave.	\$2,270,000	
2006	2006-2007	Freya St.	37th Ave.	Hartson Ave. REVISED.	\$2,350,000	
2006	2006-2007	Haven St.	Market St. south	Market St. north	\$1,320,000	
2006	2014-2015	29th Ave.	Southeast Blvd.	Grand Blvd.	\$2,170,000	Advanced to meet water line schedule and coordinate with Southeast Blvd. project.
				Subtotal	\$8,110,000	
2007	2006-2007	Ash St./Maple St.	Northwest Blvd. REVISED	Wellesley Ave.	\$2,060,175	Advanced.
2007	2008-2009	Crestline St.	Illinois Ave.	Wellesley Ave.	\$2,550,000	Advanced.
2007	2010-2011	Sherman St.	Eighth Ave.	Third Ave.	\$1,050,000	Advanced to include in scope of consultant contract with Southeast Blvd. for efficiency.
2007	2010-2011	Washington St.	Boone Ave. REVISED	Buckeye Ave.	\$910,000	To meet with Federally funded project from Boone Ave. to Buckeye Ave.



ACTUAL COMPLETION	ORIGINAL PROJECTED COMPLETION					
		Project	From	To	Original Budget	Comments
2007	2014-2015	29th Ave.	Southeast Blvd.	Freya St.	\$1,314,000	
				Subtotal	\$8,774,175	
2008	2008-2009	Ash St./Maple St.	Broadway Ave.	Northwest Blvd.	\$3,188,891	Advanced.
2008	2010-2011	Wall St.	Princeton Ave.	Francis Ave.	\$940,000	Advanced.
2008	2010-2011	Hatch Rd.	54th Ave.	43rd Ave.	\$1,570,000	Advanced.
				Subtotal	\$5,698,891	
2009	2010-2011	Alberta St./ Cochran St.	Northwest Blvd.	Francis Ave.	\$3,380,000	Advanced.
2009	2010-2011	Market St.	Garland Ave.	Francis Ave.	\$2,620,000	Advanced.
2009	2008-2009	Southeast Blvd.	29th Ave.	Perry St.	\$1,280,000	
2009	2010-2011	37th Ave.	Perry St.	Regal St.	\$1,320,000	Advanced.
				Subtotal	\$8,600,000	
2010	2012-2013	Lincoln St.	17th Ave.	29th Ave. REVISED	\$1,368,000	Advanced and moved Monroe to Lincoln St. from 20th to 29th Avenues.
2010	2014-2015	Nevada St.	N. Foothills Dr.	Wellesley Ave. REVISED	\$912,500	Advanced
2010	2012-2013	Northwest Blvd.	Alberta St.	Maple St.	\$1,620,000	Advanced.
2010	2010-2011	Second Ave.	Sunset Blvd.	Division St.	\$940,000	Advanced and moved to Pos St.
2010	2012-2013	Wellesley Ave.	Maple St.	Division St. REVISED	\$1,805,000	Advanced and revised. Wellesley was shortened and divided into two sections. The other section to be built in 2011.
2010	2012-2013	37th Ave.	Grand Blvd.	Perry St.	\$580,000	Advanced.

PROPOSED COMPLETION	ORIGINAL PROJECTED COMPLETION					
		Project	From	To	Original Budget	Comments
2011	2012-2013	Grand Blvd.	High Dr.	29th Ave.	\$1,300,000	Combined with High Dr.
2011	2010-2011	Hatch Rd.	57th Ave.	54th Ave.	\$1,570,000	Advanced.
2011	2014-2015	Mission Ave.	Napa St. (S)	Greene St.	\$1,420,000	Advanced.
2011	2012-2013	Post St.	Maxwell Ave.	Cleveland Ave. (W)	\$1,710,000	Advanced.
2011	2012-2013	Second Ave.	Division St.	Arthur St.	\$2,520,000	Advanced.
2011	2012-2013	Wellesley Ave.	Milton St.	Ash St. REVISED	\$1,805,000	Advanced.
				Subtotal	\$10,325,000	
2012	2012-2013	Euclid Ave.	Crestline St.	Market St.	\$1,110,000	
2012	2014-2015	Nevada St.	Wellesley Ave.	Francis Ave. REVISED	\$912,500	Advanced
2012	2014-2015	29th Ave.	High Dr.	Grand Blvd.	\$2,220,000	Advanced.
				Subtotal	\$4,242,500	
2013	2012-2013	Third Ave.	Division St.	Arthur St.	\$1,754,000	
2013	2008-2009	Francis Ave.	Crestline St.	Haven St.	\$1,632,000	Delayed
				Subtotal	\$3,386,000	
2014	2008-2009	Francis Ave.	Division St.	Crestline St.	\$4,154,000	
2014	2014-2015	High Dr.	Grand Blvd.	29th Ave.	\$2,907,000	
2014		High Dr.	Scott Rd.	Grand Blvd.	\$239,000	Added and combined with High Dr.
				Subtotal	\$7,300,000	
				TOTAL	\$68,417,066	

**10-Year Street Plan for Rehabilitation of  
RESIDENTIAL STREETS  
Paves 44 Miles**

ACTUAL COMPLETION	ORIGINAL PROJECTED COMPLETION					
		Project	From	To	Original Budget	Comments
2006	2006-2007	G St.	Northwest Blvd.	Wellesley Ave.	\$648,000	
		C St.	Walton Ave.	Hoffman Ave.	\$265,000	
		Heroy Ave.	G St.	A St.	\$279,000	
		Hoffman Ave.	G. St.	Alberta St.	\$419,000	
		Princeton Ave.	G St.	C St.	\$197,000	
				Subtotal	\$1,808,000	
2006	2006-2007	37th Ave.	Bernard St.	Grand Blvd.	\$722,000	
		39th Ave.	Browne St.	Grand Blvd.	\$356,000	
		40th Ave.	Browne St.	Lamonte St.	\$408,000	
		Manito Blvd.	High Dr.	37th Ave.	\$41,000	
		Skyview Dr.	High Dr.	37th Ave.	\$36,000	
		Skyview Dr. S.	High Dr.	Manito Blvd.	\$21,000	
		Tekoe St.	40th Ave.	37th Ave.	\$70,000	
				Subtotal	\$1,654,000	
2007	2006-2007	Peaceful Valley, et al.				
		First Ave.	Poplar St.	Maple St.	\$400,000	
		Second Ave.	Coeur d'Alene St.	Maple St.	\$366,000	
		Riverside Ave.	Bridge End	Hemlock St.	\$184,000	
				Subtotal	\$950,000	
2007	2006-2007	Regal St., et al.	Hoffman Ave.	Queen Ave.	\$55,000	
		Cook St.	Hoffman Ave.	Wellesley	\$23,000	
		Hoffman Ave.	Crestline St.	Haven St.	\$487,000	
		Lacey St.	Hoffman Ave.	Queen Ave.	\$125,000	
		Nelson St.	Wellesley	Queen Ave.	\$150,000	
		Queen Ave.	Lacey St.	Regal St.	\$116,000	
		Regal St.	Hoffman Ave.	Queen Ave.	\$55,000	
		Smith St.	Wellesley	Queen Ave.	\$166,000	
		Stone St.	Hoffman Ave.	Wellesley	\$19,000	
		Wabash Ave.	Smith St.	Haven St.	\$185,000	
				Subtotal	\$1,381,000	

ACTUAL COMPLETION	ORIGINAL PROJECTED COMPLETION					
		Project	From	To	Original Budget	Comments
2008	2008-2009	Belt St., et al.	Nora Ave.	Montgomery Ave.	\$220,000	
		Buell Ct.	Hemlock St.	Montgomery Ave.	\$78,000	
		Cannon St.	Nora Ave.	Montgomery Ave.	\$164,000	
		Indiana Ave.	Hemlock St.	Ash St.	\$357,000	
		Knox Ave.	Belt St.	Cul-de-sac	\$112,000	
		Mansfield	Belt St.	Elm St.	\$143,000	
		Montgomery Ave.	Nettleton St.	Belt St.	\$80,000	
		Nora Ave.	Hemlock St.	Ash St.	\$233,000	
		Shannon Ave.	Hemlock St.	Elm St.	\$183,000	
				Subtotal	\$1,654,000	
2008	2008-2009	Third Ave., et al.	Magnolia St.	Regal St.	\$512,000	
		Crestline St.	Fifth Ave.	Third Ave.	\$80,000	
		Fourth Ave.	Magnolia St.	Regal St.	\$467,000	
		Magnolia St.	Fifth Ave.	Third Ave.	\$82,000	
		Regal St.	Fifth Ave.	Third Ave.	\$58,000	
				Subtotal	\$1,199,000	
2009	2008-2009	Altamont Blvd., et al.	E. 2200 Altamont Blvd.	Altamont St.	\$277,000	
		Cook St.	14th Ave.	Altamont	\$78,000	
		Ninth Ave.	Altamont	Jaques St.	\$125,000	
		N. Altamont Blvd.	12th Ave.	Altamont St.	\$133,000	
		S. Altamont Blvd.	Cook St.	1100 S. Altamont	\$133,000	
		S. Altamont Blvd.	Cook St.	12th Ave.	\$106,000	
		Woodfern St.	Altamont	Altamont	\$107,000	
				Subtotal	\$959,000	

ACTUAL COMPLETION	ORIGINAL PROJECTED COMPLETION					
		Project	From	To	Original Budget	Comments
2009	2008-2009	Montgomery Ave., et al.	Astor St.	Hamilton St.	\$444,330	
		Addison St.	Indiana Ave.	Montgomery Ave.	\$171,160	
		Baldwin Ave.	Astor St.	Perry St.	\$348,035	
		Cincinnati St.	Indiana Ave.	Montgomery Ave.	\$95,000	
		Dakota St.	Indiana Ave.	Illinois Ave.	\$223,785	
		Ermina Ave.	Pearl St.	Columbia Ave.	\$224,705	
		Illinois Ave.	Dakota St.	Cincinnati St.	\$159,618	
		Standard St.	Indiana Ave.	Montgomery Ave.	\$175,600	
				Subtotal	\$1,842,223	
2010	2014-2015	A St.	Francis Ave.	Beacon Ave.	\$359,000	
		Audobon St.	Holyoke Ave.	Beacon Ave.	\$161,000	
		Beacon Ave.	Audobon St.	Alberta St.	\$453,000	
		Holyoke Ave.	Indian Trail Rd.	Lindeke St.	\$460,000	
		Houston Ave.	Holyoke St.	Lindeke St.	\$344,000	
		Lindeke St.	Francis Ave.	Beacon Ave.	\$297,000	
				Subtotal	\$2,074,000	
2010	2010	Addison/ Standard St.	Francis Ave.	Colton Ave.	\$1,233,000	
				Subtotal	\$1,233,000	
2010	2010-2011	N. Altamont St.	11th Ave.	Ninth Ave.	\$94,165	
		11th Ave.	Altamont	Julia St.	\$539,180	
				Subtotal	\$633,345	
2010	2014-2015	Madison St.	Fourth Ave.	Sprague Ave.	\$509,065	
		Adams St.	Third Ave.	Sprague Ave.	\$465,000	
		Jefferson St.	Fourth Ave.	Sprague Ave.	\$504,000	
				Subtotal	\$1,473,000	

ACTUAL COMPLETION	ORIGINAL PROJECTED COMPLETION					
		Project	From	To	Original Budget	Comments
2010	2014-2015	Nelson St.	Mission Ave.	Marshall Ave.	\$163,000	
		Indiana Ave.	Lacey St.	Regal St.	\$116,000	
		Marshall Ave.	Nelson St.	Regal St.	\$43,000	
		Nora Ave.	Lacey St.	Regal St.	\$68,000	
		Regal St.	Mission Ave.	South Riverton Ave.	\$423,000	
		South Crescent Ave.	Lacey St.	Regal St.	\$164,000	
		South Riverton Ave.	Lacey St.	Ermina Ave.	\$506,000	
				Subtotal	\$1,483,000	
2010	2010-2011	Thurston Ave.	Arthur St.	Crestline St.	\$666,000	
		Crestline St.	Thurston	37th Ave.	\$249,000	
		Helena St.	42nd Ave.	Thurston Ave.	\$115,000	
		Hogan St.	42nd Ave.	Thurston Ave.	\$44,000	
		Madelia St.	42nd Ave.	Thurston Ave.	\$115,000	
		Napa St.	44th Ave.	37th Ave.	\$352,317	
		Perry St.	45th Ave.	Thurston Ave.	\$318,000	
		Pittsburg St.	44th Ave.	37th Ave.	\$348,000	
				Subtotal	\$2,207,317	
2011	2010-2011	Bridgeport Ave.	Division St.	Crestline St.	\$1,227,000	
		Courtland	Perry St.	Crestline St.	\$205,000	
		Glass Ave.	Perry St.	Crestline St.	\$415,000	
				Subtotal	\$1,847,000	

PROPOSED COMPLETION	ORIGINAL PROJECTED COMPLETION					
		Project	From	To	Original Budget	Comments
2011	2010-2011	Columbia Ave.	Post St.	Division St.	\$498,000	
		Atlantic St.	Joseph Ave.	Columbia	\$83,000	
		Beacon Ave.	Dakota St.	Nevada St.	\$186,000	
		Calispel St.	Joseph Ave.	Francis Ave.	\$159,000	
		Franklin Ct.	Calispel St.	Atlantic St.	\$135,000	
		Howard St.	Rowan Ave.	Columbia	\$68,000	
		Joseph Ave.	Post St.	Division St.	\$427,000	
		Nebraska	Post St.	Division St.	\$496,000	
		Normandie St.	Nebraska	Joseph Ave.	\$44,000	
		Post St.	Rowan Ave.	Dalke Ave.	\$254,000	
		Rowan Ave.	Wall St.	Whitehouse St.	\$248,000	
		Stevens St.	Rowan Ave.	Columbia	\$154,000	
		Washington St.	Rowan Ave.	Columbia Ave	\$97,000	
		Whitehouse St.	Rowan Ave.	Columbia Ave	\$55,000	
				Subtotal	\$2,904,000	
2012	2012-2013	Adams St.	21st Ave.	15th Ave.	\$304,000	
		Jefferson St.	21st Ave.	15th Ave.	\$369,000	
		Madison St.	21st Ave.	17th Ave.	\$206,000	
		17th Ave.	Cedar St.	Madison St.	\$77,000	
		18th Ave.	Cedar St.	Madison St.	\$217,000	
		19th Ave.	Cedar St.	Madison St.	\$116,000	
		20th Ave.	Adams St.	Madison St.	\$86,000	
				Subtotal	\$1,375,000	
2012	2014-2015	Jefferson St.	Wellesley Ave.	Rowan Ave.	\$390,000	
		Adams St.	Wellesley	Rowan Ave.	\$328,000	
		Madison St.	Wellesley	Rowan Ave.	\$117,000	
		Wabash Ave.	Maple St.	Madison St.	\$298,000	
				Subtotal	\$1,133,000	

PROPOSED COMPLETION	ORIGINAL PROJECTED COMPLETION					
		Project	From	To	Original Budget	Comments
2012	2012-2013	Lidgerwood St.	North Ave.	Francis Ave.	\$414,000	
		Addison St.	Rowan Ave.	Columbia	\$93,000	
		Columbia Ave.	Lidgerwood St.	Cul-de-sac	\$192,000	
		Joseph Ave.	Lidgerwood St.	Cincinnati St.	\$135,000	
		Nebraska Ave	Lidgerwood St.	Cincinnati St.	\$258,000	
		Standard St.	North Ave.	Columbia	\$82,000	
				Subtotal	\$1,174,000	
2013	2012-2013	Queen Ave.	A St.	Nettleton St.		
		Crown Ave.	A St.	Nettleton St.		
		Milton St.	Olympic Ave.	Rowan Ave.		
		Nettleton St.	Olympic Ave.	Rowan Ave.		
		Olympic Ave.	A St.	Nettleton St.		
				Subtotal	\$1,107,000	
2013	2012-2013	Rockwood Blvd.	Cowley St.	Crestline St.		
		Upper Terrace Rd.	Rockwood Blvd.	17th Ave.		
				Subtotal	\$2,771,000	
2013	2014	14th Ave.	Lincoln St.	Grand Blvd.	\$370,000	
				Subtotal	\$370,000	
				TOTAL	\$33,999,895	



**Agenda Sheet for City Council Meeting of:**

08/11/2014

**Date Rec'd**

7/30/2014

**Clerk's File #**

ORD C35133

**Renews #****Submitting Dept**

PLANNING &amp; DEVELOPMENT

**Contact Name/Phone**

SCOTT CHESNEY 625-6061

**Contact E-Mail**

SCHESNEY@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Agenda Item Name**

0650 - DEVELOPMENT CODE AMENDMENT - UNIT LOT SUBDIVISION

**Cross Ref #****Project #****Bid #****Requisition #****Agenda Wording**

An ordinance relating to Subdivisions; adopting a new section 17G.080.065 to chapter 17G.080 and setting an effective date.

**Summary (Background)**

This ordinance adopts new Unit Lot Subdivision procedures to provide a new form of ownership of dwellings in cottage housing projects, townhouses, and similar developments. Unit Lot Subdivision would be allowed on sites with existing dwellings, but not on sites with vacant land, as a trial period of unspecified length to observe results of the procedures. The development standards for Unit Lot Subdivisions are consistent with the underlying zoning standards for allowed density, height,

**Fiscal Impact****Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

**Approvals****Council Notifications****Dept Head**

CHESNEY, SCOTT

**Study Session****Division Director**

QUINTRALL, JAN

**Other**

PCED 6/16/14 - PW

**Finance**

LESESNE, MICHELE

**Distribution List****Legal**

WHALEY, HUNT

lhattenburg@spokanecity.org

**For the Mayor**

SANDERS, THERESA

ngwinn@spokanecity.org

**Additional Approvals**

jrichman@spokanecity.org

**Purchasing**

schesney@spokanecity.org



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

structure type, building setbacks, and other standards. The development standards are applied on a "whole-site" basis rather than on an individual unit basis. On June 11, 2014, the City Plan Commission held a public hearing to obtain public comments on the proposed Ordinance. After review of written comments and public testimony received, the City Plan Commission recommended approval of the proposed amendment to the Unified Development Code.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## ORDINANCE NO. C35133

AN ORDINANCE relating to Subdivisions; adopting a new section 17G.080.065 to chapter 17G.080 of the Spokane Municipal Code, and setting an effective date.

WHEREAS, in compliance with the Washington State Growth Management Act, Chapter 36.70A RCW, the City of Spokane adopted a Comprehensive Plan on May 21, 2001; and

WHEREAS, the City of Spokane Comprehensive Plan Goal LU 3 Efficient Land Use states, "Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems;" and

WHEREAS, the City of Spokane Comprehensive Plan Policy H 2.1 Distribution of Housing Options states, "Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs;" and

WHEREAS, the City of Spokane Comprehensive Plan Policy DP 6.2 Access to Housing Choices states, "Encourage building and site design that that allows a variety of housing forms while being compatible with the character of the immediate surrounding area, thereby generating community support for development at planned densities;" and

WHEREAS, the City of Spokane is required under RCW 36.70A.040(4)(d) to implement the goals and policies of the City's Comprehensive Plan by adoption of implementing and consistent development regulations; and

WHEREAS, the City of Spokane seeks to implement innovative means of accommodating and encouraging infill development for housing that is compatible with neighboring uses and building types; and

WHEREAS, this Ordinance applies only to existing cottage housing developments, existing townhouses, and similar existing development, but is not intended to allow subdivisions between a primary use and an accessory dwelling unit; and

WHEREAS, the Spokane Plan Commission held workshops on April 23 and May 14, 2014, to discuss proposed amendments to provide for unit lot subdivisions; and

WHEREAS, the Planning and Development Department encouraged public participation and provided information on the amendments on its website; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist was prepared and a Determination of Nonsignificance (DNS) was issued on May 27, 2014 for the proposed amendments; and

WHEREAS, public notice was published in the Spokesman Review on May 28, May 30 and June 5, 2014, giving notice of the Plan Commission public hearing and of the released SEPA Checklist and DNS; and

WHEREAS, the Plan Commission held a public hearing on the recommended amendments on June 11, 2014; and

WHEREAS, the Plan Commission recommended, by a vote of 7-0, approval of the amendments on June 11, 2014; and

WHEREAS, the Planning, Community and Economic Development subcommittee of the Spokane City Council discussed the ordinance at its meeting on June 16, 2014; and

WHEREAS, the public has had extensive opportunities to participate throughout the process and all persons desiring to comment were given an opportunity to be heard; and

WHEREAS, the City Council held a public hearing on August 18, 2014; and

WHEREAS, the City Council believes it is in the best public interest to amend the Unified Development Code in a manner consistent with the Plan Commission's Findings and Recommendation and the Council's deliberations on August 18, 2014; --Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 17G.080.065 to chapter 17G.080 of the Spokane Municipal Code to read as follows:

17G.080.065 Unit Lot Subdivisions.

A. Purpose.

The purpose of these provisions is to allow for the creation of lots for types of attached housing and specified cottage housing projects, while applying only those site development standards applicable to the parent site as a whole, rather than to individual unit lots.

B. Applicability.

The provisions of this section apply exclusively to the subdivision of land that is already developed with residential dwelling units. The types of existing development that may use the unit lot subdivision are:

1. Cottage housing projects previously approved under SMC 17C.110.350 and built prior to January 1, 2014;

2. A similar existing development that consists of multiple dwelling units on a single parcel or site; or
3. An existing townhouse development in zones in which townhouse dwellings are a permitted use.

C. Application Procedure.

Unit lot subdivisions of nine or fewer lots shall be processed as short plats and all others shall be processed as subdivisions according to the associated permit types in SMC chapter 17G.060.

D. General Regulations.

1. The unit lot subdivision as a whole shall meet development standards applicable to the underlying site development approval and the provisions of this section. As a result of the unit lot subdivision, development on individual unit lots may be nonconforming as to some or all of the development standards based on analysis of the individual unit lot. So long as the parent site meets the criteria of the underlying site development plan or the dwelling units are already in existence, each unit lot will be deemed to be in conformance. If the units are already legally in existence and do not comply with development standards (i.e.: minimum building setbacks, maximum density, etc.), a unit lot may be created for each existing dwelling unit. Subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent lot;
2. Unit lot subdivisions shall be subject to all applicable requirements of Title 17 SMC, except as otherwise modified by this section;
3. Unit lot area and width per unit for purposes of subdivision may be as small as the coverage of the individual unit;
4. Portions of the parent site not subdivided for individual unit lots shall be owned in common by the owners of the individual unit lots, or by a homeowners association comprised of the owners of the individual unit lots located within the parent site;
5. Maximum lot coverage of the aggregate buildings located upon the parent site shall not exceed the maximum lot coverage permitted by the underlying zone;
6. Except for existing nonconforming development, building setbacks shall be as required for the zone as applied to the underlying parent site as a whole. There shall be no setback required from individual unit lot lines which are interior to the perimeter of the parent site; provided, however, that any

structure located upon a unit lot created hereunder shall comply with the setbacks applicable to the underlying site development plan;

7. Internal drive aisles providing vehicular access to unit lots shall not be considered public or private streets when utilizing the provisions of this section;
8. Access easements, joint use and maintenance agreements, and covenants, conditions and restrictions identifying the rights and responsibilities of property owners and/or the homeowners association shall be executed for use and maintenance of common garage, parking and vehicle access areas; on-site recreation; landscaping; underground utilities; common open space; exterior building facades and roofs; and other similar features, and shall be recorded with the county auditor's office. Each unit lot subdivision shall make adequate provisions for ingress, egress and utilities access to and from each unit lot created by reserving such common areas or other easements over and across the parent site as deemed necessary to comply with all other design and development standards generally applicable to the underlying site development plan;
9. Notes shall be placed on the plat recorded with the county auditor's office to acknowledge the following:
  - a. Approval of the design and layout of the development was granted by the review of the development, as a whole, on the parent site by the site development plan approval (stating the subject project file number if applicable);
  - b. Subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent site as a whole, and shall conform to the approved site development plan;
  - c. If a structure or portion of a structure has been damaged or destroyed, any repair, reconstruction or replacement of the structure(s) shall conform to the approved site development plan;
  - d. The individual unit lots are not separate building sites and additional development of the individual unit lots may be limited as a result of the application of development standards to the parent site.

### E. Conflicts.

Any conflicts between the provisions of this section and the text of other sections in the Unified Development Code shall be resolved in favor of the text of this section.

Section 2. Effective Date. This ordinance shall take effect and be in force                     , 2014.

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

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date \_\_\_\_\_

Effective Date



**PLANNING & DEVELOPMENT**  
808 W. SPOKANE FALLS BLVD.  
SPOKANE, WASHINGTON 99201-3343  
509.625.6300  
FAX 509.625.6822  
[spokaneplanning.org](http://spokaneplanning.org)

July 17, 2014

TO: Spokane City Council  
FROM: Planning & Development Services  
RE: Supporting Materials for Unit Lot Subdivision Code Amendment

Please find, following, the ordinance and other materials requested at the PCED Committee meeting on Monday, June 16, 2014.

The ordinance would limit the proposed unit lot subdivision procedures to identified types of existing residential developments. These developments are cottage housing projects built before January 1, 2014, existing attached housing and similar existing developments.

Typically, existing sites with multiple residences are already eligible for subdivision. Meanwhile, the attached map shows example sites that could use unit lot subdivisions where it is not possible to subdivide under the current regulations. The intent of this ordinance is to serve as a pilot project, limited to existing development.

The Plan Commission concluded that the proposed amendment is consistent with applicable provisions of the comprehensive plan. Some of these provisions are listed as recitals in the ordinance on the first page. Section 1 of the ordinance, following the recitals and starting on page 2, is the same text as that approved by the Plan Commission, except a code reference was corrected in paragraph (D)(2) on page 3 and a conflict provision was added to the text of the ordinance (Paragraph E on page 5).

The following materials are included in the Council agenda packet for reference:

- Plan Commission's Findings, Conclusions and Recommendation, dated June 11, 2014
- Draft of Ordinance Text for Plan Commission public hearing
- PCED Briefing Paper dated June 16, 2014
- Map of Potentially Eligible Sites for Use of Unit Lot Subdivision

Please contact Nathan Gwinn for questions at 625-6893 or [ngwinn@spokanecity.org](mailto:ngwinn@spokanecity.org).



**Spokane City Plan Commission**  
**Findings of Fact, Conclusions, and Recommendation**  
**Proposed Adoption of Section 17G.080.065, Unit Lot Subdivisions to Spokane**  
**Municipal Code**

**A recommendation from the City Plan Commission to the City Council to approve a new section to the Spokane Municipal Code (SMC) Title 17, the Unified Development Code, adding section 17G.080.065, Unit Lot Subdivisions.**

**Findings of Fact:**

**A.** The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A).

**B.** The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act.

**C.** Under the Growth Management Act, comprehensive plans may be amended no more frequently than once a year. However, pursuant to SMC 17G.020.040 Amendment Exceptions, subsection G, "Changes to development regulations that are consistent with the comprehensive plan or are necessary to implement the comprehensive plan" may be considered more frequently than once a year.

**D.** Spokane Municipal Code, Title 17G, Administration and Procedures, Chapter 17G.025 Unified Development Code Amendment Procedures were used to prepare this proposed amendment to the Unified Development Code.

**E.** City of Spokane Comprehensive Plan, Land Use Chapter, Goal LU3, Efficient Land Use states: *Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.*

**F.** City of Spokane Comprehensive Plan, Housing Chapter, Policy H 2.1 Distribution of Housing Options states: *Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.*

**G.** City of Spokane Comprehensive Plan, Urban Design and Historic Preservation Chapter, Policy DP 6.2 Access to Housing Choices states: *Encourage building and site design that allows a variety of housing forms while being compatible with the character of the immediate surrounding area, thereby generating community support for development at planned densities.*

**H.** The Spokane City Plan Commission held workshops to study the proposed amendment on April 23, 2014 and May 14, 2014.

**I.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on May 27, 2014 for the unit lot subdivision code amendment. The public comment period for the SEPA determination ended on June 11, 2014 at 4:00 P.M.

**J.** Notice of the proposed adoption of SMC section 17G.080.065 and announcement of the Plan Commission's June 11, 2014 hearing was published in the Spokesman Review on May 28, 2014, May 30, 2014, and June 5, 2014. Notice was also provided in the June 4, 2014 issue of the Official Gazette of the City of Spokane.

**K.** On May 29, 2014, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the

Spokane Municipal Code. An acknowledgement letter from the Department of Commerce was received by the City on June 2, 2014.

**L.** A Public Open House was held on June 11, 2014, in the Chase Gallery in the Lower Level of City Hall, to receive public feedback and respond to questions about unit lot subdivision. The City provided notice of the open house meeting by email to members of the former Infill Housing Task Force and to Community Assembly representatives, and by advertising on Planning and Development Services website and a Business & Development project web page on the City's developing beta website.

**M.** The City Plan Commission held a Public Hearing on June 11, 2014 to obtain public comments on the proposed amendments; deliberations followed.

### **Conclusions:**

**A.** The Plan Commission has reviewed all public testimony received during the public hearings and has made changes to the draft documents during deliberations to address the testimony as considered appropriate.

**B.** The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

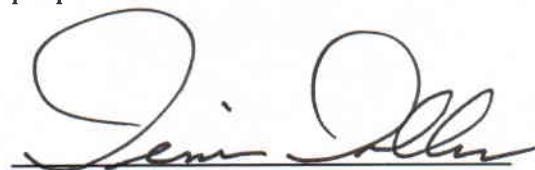
#### SMC 17G.025.010 (F) Approval Criteria:

1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan; and
2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.

**C.** The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.025.

### **Recommendation:**

By a vote of **7** to **0** the Plan Commission recommends to the City Council the approval of the proposed amendment to the Unified Development Code, with changes as deliberated.

A handwritten signature in dark ink, appearing to read "Dennis Dellwo", written over a horizontal line.

**Dennis Dellwo, President  
Spokane Plan Commission  
June 11, 2014**

## **DRAFT OF ORDINANCE TEXT**

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

AN ORDINANCE relating to Subdivisions; adopting a new section 17G.080.065 to chapter 17G.080 and setting an effective date.

Section 1. That there is adopted a new section 17G.080.065 to chapter 17G.080 of the Spokane Municipal Code to read as follows:

17G.080.065 Unit Lot Subdivisions.

**A. Purpose.**

The purpose of these provisions is to allow for the creation of lots for types of attached housing and specified cottage housing projects, while applying only those site development standards applicable to the parent site as a whole, rather than to individual unit lots.

**B. Applicability.**

The provisions of this section apply exclusively to the subdivision of land that is already developed with residential dwelling units. The types of existing development that may use the unit lot subdivision are:

1. Cottage housing projects previously approved under SMC 17C.110.350 and built prior to January 1, 2014;
2. A similar existing development that consists of multiple dwelling units on a single parcel or site; or
3. An existing townhouse development in zones in which townhouse dwellings are a permitted use.

**C. Application Procedure.**

Unit lot subdivisions of nine or fewer lots shall be processed as short plats and all others shall be processed as subdivisions according to the associated permit types in SMC chapter 17G.060.

**D. General Regulations.**

1. The unit lot subdivision as a whole shall meet development standards applicable to the underlying site development approval and the provisions of

this section. As a result of the unit lot subdivision, development on individual unit lots may be nonconforming as to some or all of the development standards based on analysis of the individual unit lot. So long as the parent site meets the criteria of the underlying site development plan or the dwelling units are already in existence, each unit lot will be deemed to be in conformance. If the units are already legally in existence and do not comply with development standards (i.e.: minimum building setbacks, maximum density, etc.), a unit lot may be created for each existing dwelling unit. Subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent lot;

2. Unit lot subdivisions shall be subject to all applicable requirements of this section, except as otherwise modified by this section;
3. Unit lot area and width per unit for purposes of subdivision may be as small as the coverage of the individual unit;
4. Portions of the parent site not subdivided for individual unit lots shall be owned in common by the owners of the individual unit lots, or by a homeowners association comprised of the owners of the individual unit lots located within the parent site;
5. Maximum lot coverage of the aggregate buildings located upon the parent site shall not exceed the maximum lot coverage permitted by the underlying zone;
6. Except for existing nonconforming development, building setbacks shall be as required for the zone as applied to the underlying parent site as a whole. There shall be no setback required from individual unit lot lines which are interior to the perimeter of the parent site; provided, however, that any structure located upon a unit lot created hereunder shall comply with the setbacks applicable to the underlying site development plan;
7. Internal drive aisles providing vehicular access to unit lots shall not be considered public or private streets when utilizing the provisions of this section;
8. Access easements, joint use and maintenance agreements, and covenants, conditions and restrictions identifying the rights and responsibilities of property owners and/or the homeowners association shall be executed for use and maintenance of common garage, parking and vehicle access areas; on-site recreation; landscaping; underground utilities; common open space; exterior building facades and roofs; and other similar features, and shall be recorded with the county auditor's office. Each unit lot subdivision shall make

adequate provisions for ingress, egress and utilities access to and from each unit lot created by reserving such common areas or other easements over and across the parent site as deemed necessary to comply with all other design and development standards generally applicable to the underlying site development plan;

9. Notes shall be placed on the plat recorded with the county auditor's office to acknowledge the following:
  - a. Approval of the design and layout of the development was granted by the review of the development, as a whole, on the parent site by the site development plan approval (stating the subject project file number if applicable);
  - b. Subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent site as a whole, and shall conform to the approved site development plan;
  - c. If a structure or portion of a structure has been damaged or destroyed, any repair, reconstruction or replacement of the structure(s) shall conform to the approved site development plan;
  - d. The individual unit lots are not separate building sites and additional development of the individual unit lots may be limited as a result of the application of development standards to the parent site.

BRIEFING PAPER  
City of Spokane  
PCED Committee  
Monday, June 16, 2014

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Subject

A new section 17G.080.065, Unit Lot Subdivisions, is proposed to be added to the Spokane Municipal Code.

Background

The code amendment would provide an alternative form of subdivision for townhouses and cottage housing projects that holds development standards to the entire parent site, rather than to individual lots. Typically, townhouses and cottage housing are rentals or they may be owned as condominiums. Unit lot subdivision would provide a way for these types of units to be sold separately on an individual lot. A conventional subdivision may not be allowed under current development standards for the creation of lots in these situations because the resulting lots may not meet development standards such as lot dimension standards, street frontage, etc. A public hearing was held by the City Plan Commission to obtain public comment in consideration of the amendment on Wednesday, June 11, 2014. The Plan Commission voted unanimously to recommend approval of the amendment.

Impact

Project applicants would be enabled to apply to subdivide residential development in a new way. The ordinance text was drafted and advertised to apply to existing development, rather than new development, in a pilot program to observe the extent of any interest there might be in the city.

The possibility of additional ownership opportunities may increase housing affordability. The subdivision of land creates distinct ownership of the land beneath the unit. Unit lot subdivisions may increase the availability of housing options by providing homebuyers of small, compact housing types help in obtaining a home loan in an increasingly restrictive lending market, and avoid higher insurance rates required for condominiums and homeowner's associations. It may also encourage more investment and maintenance in individual dwellings than in rental arrangements, due to direct ownership of each individual unit.

While the separate dwelling units may be sold independently, development on each lot continues to appear and function as part of the larger development. Any changes to

access, open space, landscaping, or other development standards continue to be subject to the original approval on the individual lots—the only difference is the form of ownership.

#### Action

An ordinance to approve the Unit Lot Subdivision Code Amendment will be on the City Council agenda on July 21, 2014 (with City Council Briefing and first reading on July 7, 2014, and second reading on July 14, 2014).

#### Funding

No funding is required.



# Potentially Eligible Sites

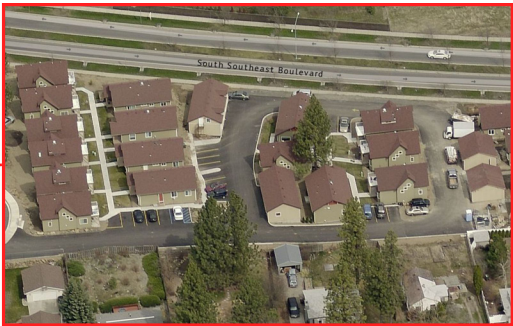
This map displays examples of **possible** sites that might qualify as unit lot subdivisions, subject to a property owner applying and analysis under the provisions and other applicable codes. Any such projects with multiple existing dwellings would require a case-by-case review to determine whether necessary requirements for subdivision will be met, such as construction sufficient to maintain minimum fire separation distances, and compliance with previous development approvals.

1126 S COEUR D'ALENE ST



10 Detached Cottages and 1 Duplex  
RSF Zoning District

3405-3431 S COOK ST



24 Detached Cottages  
RSF Zoning District

