

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 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 and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that — decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, such as demonstrations, banners, applause and the like will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 10, 2015

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 KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER AMBER WALDREF

CITY 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 THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views 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 entrance 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. 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 Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh 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 Value Blanket Order with Hitachi Zosen Inova USA LLC (Norcross, GA) for the purchase of necessary unique spare parts for the Waste to Energy Facility—\$500,000. Chuck Conklin | Approve | OPR 2015-0680 |
| 2. Low Bids of: | Approve
All | |
| a. Road Products, Inc. (Spokane, WA) for the Downtown Bicycle Network Completion Phase II—\$76,835.75 (plus tax). An administrative reserve of \$7,683.58 (plus tax), which is 10% of the contract price, will be set aside. | | PRO 2015-0029
ENG 2014154 |
| Dan Buller | | |
| b. Inland Asphalt Company (Spokane, WA) for 2015 Residential Grind & Overlay Project—\$669,000. An administrative reserve of \$66,900, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils) | | PRO 2015-0030
ENG 2015044 |

- c. Inland Asphalt Company (Spokane, WA) for Ray Street from 29th Avenue to 17th Avenue—\$936,400. An administrative reserve of \$93,640, which is 10% of the contract price, will be set aside. (Lincoln Heights Neighborhood)

PRO 2015-0031
ENG 2012116

Dan Buller

- | | | | |
|----|---|---------------------------------|------------------------------|
| 3. | Recommendation to list the North Western Cold Storage Warehouse, 116 West Pacific Avenue, on the Spokane Register of Historical Places.
Megan Duvall | Approve & Auth. Mgmt. Agreement | OPR 2015-0681 |
| 4. | Purchase and Sale Agreement with BNSF c/o Jones Lang LaSalle Brokerage, Inc., for the acquisition of real property in the vicinity of 109 North Erie Street and 220 North Erie Street as part of the Martin Luther King Street extension—not to exceed \$194,129 plus associated closing costs.
Dave Steele | Approve | OPR 2015-0682
ENG 2005264 |
| 5. | Purchase of various types of extrication equipment from LN Curtis and Sons, (Seattle WA) for the Fire Department—\$158,474.82.
Bobby Williams | Approve | OPR 2015-0683 |
| 6. | Lowest Bid meeting specifications from Pierce Manufacturing, Inc. (Appleton, WI), for the purchase of two 75' Pumper Ladders for the Fire Department—\$1,979,166.70.
Bobby Williams | Approve | OPR 2015-0684
BID 4148-15 |
| 7. | Consultant agreement with Gershman, Brickner & Bratton, Inc. (Fairfax, Virginia), in association with their subcontractor, C2Logix, for route optimization/collection modeling—\$190,280 (not including applicable taxes).
Scott Windsor | Approve | OPR 2015-0685 |
| 8. | Report of the Mayor of pending: | Approve & Authorize Payments | |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2015, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | CPR 2015-0002 |
| | b. Payroll claims of previously approved obligations through _____, 2015: \$_____. | | CPR 2015-0003 |
| 9. | City Council Meeting Minutes: _____, 2015 | Approve All | CPR 2015-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

OPO Commission: One Appointment

Confirm CPR 2015-0034

ALTCEW Board: One Appointment

Confirm CPR 1981-0449

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

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.

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35289 amending Ordinance No. C35185 passed the City Council November 24, 2014, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Water Division Fund

FROM: Reserve, \$17,022,

TO: Various Accounts, same amount.

(This action allows for a full-time Education Coordinator to inform water customers about reducing their water usage in a reasonable manner as well as facilitate public knowledge of stormwater, wastewater, and clean drinking water systems in an integrated fashion.) **Dan Kegley**

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2015-0084 Regarding supporting and establishing the City's Economic Development Strategy to implement the City's Comprehensive Plan and growth strategies. **Scott Simmons**
- RES 2015-0085 Regarding the City of Spokane accepting and acknowledging the Northeast Public Development Authority's (NEPDA) completion of the NEPDA Development Strategy and Brownfield Business Plan, Hillyard Infrastructure Assessment and Needs Analysis and The YARD Heavy Freight User Analysis.
Teri Stripes

- RES 2015-0086 Relating to contracting indebtedness; providing for the issuance of up to \$1,000,000 principal amount of a Limited Tax General Obligation Bond, 2015 Series A, of the City for general City purposes to provide funds with which to pay the cost of acquiring capital assets for public purposes; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.
Council Member Snyder
- RES 2015-0087 Approving settlement of claim from Francis Stubblefield relating to an incident that occurred on or about February 27, 2012—\$90,000.
Nathaniel Odle
- RES 2015-0088 Relating to the Airport Board's acquisition of approximately 10.39 acres of unimproved land necessary for the long-term aviation development and approach protection at Spokane International Airport. **Larry Krauter**
- ORD C35274 Relating to the process for filling vacancies in the position of police ombudsman; amending SMC section 04.32.080 and SMC section 04.32.090. (Deferred from June 22, 2015)
Council Member Snyder
- ORD C35285 Relating to compliance with local, state, and federal labor laws and standards on city procurement of goods, services and works; amending sections 7.06.130, 7.06.210, 7.06.500, 7.06.520, and 7.06.610; and adopting new section 7.06.276 to chapter 7.06 of the Spokane Municipal Code. **Council President Stuckart**
- ORD C35286 Relating to denial or revocation of a city business license from employers violating wage enforcement provisions; amending SMC section 4.04.050 and adopting a new section 10.05.107 to chapter 10.05 of the Spokane Municipal Code. **Council President Stuckart**
- ORD C35287 Relating to infraction penalty amounts; amending Spokane Municipal Code section 01.02.950.
Tim Szambelan

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35262
(Revised) Vacating the alley between 2nd Avenue and 3rd Avenue from the east line of Jefferson Street to the west line of Madison Street; the alley between 2nd Avenue and 3rd Avenue from the east line of Madison Street east 100 feet; and the alley between Freeway Avenue North and 3rd Avenue from the east line of Madison Street to the west line of Monroe Street. **Eldon Brown**
- ORD C35290 Relating to minor architect and engineering contracts; amending SMC section 7.06.295.
Kyle Twohig

- ORD C35291 Relating to the solid waste disposal department for services, amending SMC sections 13.02.0126 and 13.02.0563 of the Spokane Municipal Code; and setting an effective date. (Relates to solid and semisolid wastes and waste tires.)
Chuck Conklin
- ORD C35292 Relating to the salary review commission; amending SMC sections 2.05.010, 2.05.020, 2.05.030, 2.05.040 and 2.05.050 and adopting a new section 2.05.070 to chapter 2.05 of the Spokane Municipal Code.
Council President Stuckart
- ORD C35293 Relating to the development code's landscaping and screening requirements; amending Spokane Municipal Code Section 17C.200.090. **Tami Palmquist**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for August 10, 2015
(per Council Rule 2.1.2)

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 10, 2015, Regular Legislative Session of the City Council is adjourned to August 17, 2015.

NOTES



Agenda Sheet for City Council Meeting of: 08/10/2015

Date Rec'd	7/29/2015
Clerk's File #	OPR 2015-0680
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	2014-0729
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4490 - INCREASE VB WITH HATICHA ZOSEN FOR UNIQUE SPARE PARTS FOR		

Agenda Wording

Increase Value Blanket Order with Hitachi Zosen Inova USA LLC (Norcross, GA) for the purchase of necessary unique spare parts for the Waste to Energy Facility. Total increase- \$500,000.00

Summary (Background)

On November 3, 2014 Council approved Resolution #2014-0105 declaring Hitachi Zosen Inova a sole source for certain unique spare parts and authorized the purchase of up to \$157,500 worth of spare parts (OPR 2014-0729). After several months of operation, it is clear that additional spare parts will be needed. The SWD is requesting to add \$200,000 for purchases in 2015 and \$300,000 for purchases in 2016.

Fiscal Impact		Budget Account	
Expense	\$ 500,000.00	#	4490-44100-37148-54850
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	
Division Director	GIMPEL, KEN	Other	PWC 7/27/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	lbutz@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing			

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
July 27, 2015

Subject

Increase in Value Blanket with Hitachi Zosen Inova USA LLC of for purchase of unique spare parts for the Waste to Energy.

Background

On November 3, 2014, Council approved Resolution No 2014-0105 declaring Hitachi Zosen Inova a sole source for certain unique spare parts, and authorized the purchase of up to \$157,500 worth of spare parts (OPR 2014-0729). After several months of operation, it is clear that additional spare parts will be needed.

The SWD is requesting to add \$200,000 for purchases in 2015 and \$300,000 for purchases in 2016, for a total increase of \$500,000.

Impact

Increasing the dollar amount allowed under this Value Blanket will allow the waste to energy facility to purchase the unique parts required for routine, as well as outage-related, maintenance and repairs.

Action

Recommend approval of this increase.

Funding

Funding for this purchase is included in the 2015 repair and maintenance budget for the waste to energy facility.



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/21/2015
Clerk's File #	PRO 2015-0029
Renews #	
Cross Ref #	
Project #	2014154
Bid #	
Requisition #	BT

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 - LOW BID AWARD - ROAD PRODUCTS, INC.

Agenda Wording

Low Bid of Road Products, Inc. (Spokane, WA) for the Downtown Bicycle Network Completion Phase II - \$76,835.75 plus tax. An administrative reserve of \$7,683.58 plus tax, which is 10% of the contract price plus tax, will be set aside.

Summary (Background)

On July 20, 2015 bids were opened for the above project. The low bid was from Road Products, Inc. in the amount of \$76,835.75, which is \$86,524.27 or 52.97% under the Engineer's Estimate; one other bid was received as follows: Sharp-Line Industries Inc. - \$81,583.28.

Fiscal Impact		Budget Account	
Expense	\$ 91,872.51	#	3200 95032 95300 56501 21002
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 7/13/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	kbustos@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		jahensley@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

(Riverside Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

City Of Spokane
Engineering Services Department
*** * * Bid Tabulation * * ***

Project Number: 2014154

Project Description Downtown Bicycle Network Phase 2

Original Date 2/16/2015 12:51:53 PM

Funding Source Federal

Update Date 7/20/2015 2:27:01 PM

Preparer Mark Melnick

Addendum

Project Number: 2014154			Engineer's Estimate		Road Products Inc		Sharp-Line Industries Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	500.00	*****	550.00	*****	350.00	*****	0.00
103	MOBILIZATION	1 LS	*****	70,419.68	*****	6,000.00	*****	5,583.92	*****	0.00
104	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	16,350.00	*****	23,375.00	*****	18,247.68	*****	0.00
105	SEQUENTIAL ARROW SIGN	480 HR	8.00	3,840.00	3.30	1,584.00	7.04	3,379.20	0.00	0.00
106	PORTABLE CHANGEABLE MESSAGE SIGN	32 HR	20.00	640.00	15.40	492.80	17.61	563.52	0.00	0.00
107	REMOVE EXISTING CURB	50 LF	7.00	350.00	12.00	600.00	16.20	810.00	0.00	0.00
108	SAWCUTTING CURB	4 EA	200.00	800.00	30.00	120.00	37.80	151.20	0.00	0.00
109	SAWCUTTING RIGID PAVEMENT	50 LFI	10.00	500.00	5.00	250.00	4.32	216.00	0.00	0.00
110	CSTC FOR SIDEWALK AND DRIVEWAYS	7 CY	670.00	4,690.00	120.00	840.00	63.39	443.73	0.00	0.00
111	RAMP DETECTABLE WARNING RETROFIT	48 SF	25.00	1,200.00	27.50	1,320.00	49.31	2,366.88	0.00	0.00
112	SIGNING, PERMANENT	1 LS	*****	2,382.00	*****	2,750.00	*****	2,705.00	*****	0.00
113	REMOVAL OF EXISTING PAVEMENT MARKINGS	1268 SF	4.50	5,706.00	1.65	2,092.20	8.32	10,549.76	0.00	0.00
114	REMOVAL OF EXISTING WORD AND SYMBOL MARKINGS	24 EA	250.00	6,000.00	87.50	2,100.00	154.41	3,705.84	0.00	0.00

<i>Project Number:</i> 2014154			<i>Engineer's Estimate</i>		Road Products Inc		Sharp-Line Industries Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

Schedule Description

Tax Classification

Schedule 01

115	PAVEMENT MARKING - DURABLE HEAT APPLIED	228 SF	12.00	2,736.00	8.50	1,938.00	9.12	2,079.36	0.00	0.00
116	PAVEMENT MARKING - DURABLE	3161 SF	10.00	31,610.00	4.25	13,434.25	5.49	17,353.89	0.00	0.00
117	PAVEMENT MARKING - PAINT	28 SF	4.00	112.00	2.00	56.00	6.13	171.64	0.00	0.00
118	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	54 EA	250.00	13,500.00	225.00	12,150.00	150.86	8,146.44	0.00	0.00
119	TEMPORARY PAVEMENT MARKING	70 SF	4.50	315.00	0.75	52.50	5.03	352.10	0.00	0.00
120	REMOVING TEMPORARY PAVEMENT MARKING	70 SF	4.50	315.00	3.00	210.00	2.30	161.00	0.00	0.00
121	TRAFFIC ISLAND CONCRETE	16 SY	50.00	800.00	357.50	5,720.00	124.44	1,991.04	0.00	0.00
122	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 3 INCH THICK	16 SY	37.08	593.33	75.00	1,200.00	140.88	2,254.08	0.00	0.00
<i>Schedule Totals</i>				163,360.02		76,835.75		81,583.28		0.00

Project Number 2014154 Downtown Bicycle Network Phase 2

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	163,360.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	163,360.02
Road Products Inc	76,835.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	76,835.75
Sharp-Line Industries I	81,583.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81,583.28

Low Bid Contractor: Road Products Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$83,520.46	\$177,572.34	52.97	% Under Estimate
Bid Totals	\$83,520.46	\$177,572.34	52.97	% Under Estimate



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/21/2015
Clerk's File #	PRO 2015-0030
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2015044
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 15806
Agenda Item Name	0370 - LOW BID AWARD - INLAND ASPHALT COMPANY		

Agenda Wording

Low Bid of Inland Asphalt Company (Spokane, WA) for 2015 Residential Grind & Overlay Project - \$669,000.00. An administrative reserve of \$66,900.00, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On July 20, 2015 bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of \$669,000.00, which is \$7,366.68 or 1.09% under the Engineer's Estimate; one other bid was received as follows: Shamrock Paving, Inc. - \$681,862.55.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 685,305.94	#	6785 49827 42800 54201 99999
Expense	\$ 50,594.06	#	4250 49461 94000 56501 99999
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 7/13/15
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	kbustos@spokanecity.org	
<u>Additional Approvals</u>		jsalstrom@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		jahensley@spokanecity.org	

City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2015044

Project Description 2015 Residential Grind & Overlay Project

Original Date 6/24/2015 12:33:46 PM

Funding Source Local

Update Date 7/20/2015 2:17:00 PM

Preparer Rich Proszek

Addendum

Project Number: 2015044			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 STATE SALES TAX RULE 171					Public Street Improvement					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	900.00	*****	500.00	*****	500.00	*****	0.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	13 EA	425.00	5,525.00	375.00	4,875.00	400.00	5,200.00	0.00	0.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,600.00	*****	2,150.00	*****	2,200.00	*****	0.00
105	MOBILIZATION	1 LS	*****	61,487.88	*****	63,200.00	*****	50,000.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	40,000.00	*****	41,400.00	*****	40,000.00	*****	0.00
107	TYPE III BARRICADE	11 EA	75.00	825.00	32.00	352.00	105.00	1,155.00	0.00	0.00
108	CLEARING AND GRUBBING	1 LS	*****	2,500.00	*****	5,245.00	*****	4,000.00	*****	0.00
109	REMOVE EXISTING CURB	605 LF	11.00	6,655.00	12.60	7,623.00	9.00	5,445.00	0.00	0.00
110	REMOVE EXISTING CURB AND GUTTER	62 LF	11.00	682.00	12.60	781.20	9.00	558.00	0.00	0.00
111	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	340 SY	12.00	4,080.00	12.70	4,318.00	24.00	8,160.00	0.00	0.00
112	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	1 EA	500.00	500.00	475.00	475.00	550.00	550.00	0.00	0.00
113	SAWCUTTING CURB	51 EA	30.00	1,530.00	21.00	1,071.00	25.00	1,275.00	0.00	0.00
114	SAWCUTTING RIGID PAVEMENT	775 LFI	1.00	775.00	0.80	620.00	1.25	968.75	0.00	0.00

<i>Project Number:</i> 2015044			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> STATE SALES TAX RULE 171					Public Street Improvement					
115	SAWCUTTING FLEXIBLE PAVEMENT	12910 LFI	0.30	3,873.00	0.30	3,873.00	0.40	5,164.00	0.00	0.00
116	REMOVE AND DISPOSE OF RAILROAD TRACKS	40 LF	25.00	1,000.00	45.00	1,800.00	22.00	880.00	0.00	0.00
117	CSTC FOR SIDEWALK AND DRIVEWAYS	24 CY	35.00	840.00	40.00	960.00	105.00	2,520.00	0.00	0.00
118	GRAVEL SHOULDER	460 SY	35.00	16,100.00	7.50	3,450.00	4.50	2,070.00	0.00	0.00
119	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	24780 SY	9.25	229,215.00	8.90	220,542.00	9.30	230,454.00	0.00	0.00
120	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	236 TO	100.00	23,600.00	129.00	30,444.00	125.00	29,500.00	0.00	0.00
121	HMA FOR FEATHERING, CL. 3/8 IN. PG 64-28	85 TO	150.00	12,750.00	140.00	11,900.00	50.00	4,250.00	0.00	0.00
122	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	1500 SY	25.00	37,500.00	29.00	43,500.00	35.00	52,500.00	0.00	0.00
123	CRACK SEALING 1-INCH TO 3-INCH	25775 LF	2.00	51,550.00	1.20	30,930.00	1.00	25,775.00	0.00	0.00
124	CRACK SEALING 3-INCH TO 6 INCH	160 LF	18.00	2,880.00	5.00	800.00	22.00	3,520.00	0.00	0.00
125	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1598 SY	14.00	22,372.00	20.50	32,759.00	25.00	39,950.00	0.00	0.00
126	PLANING BITUMINOUS PAVEMENT	8290 SY	3.50	29,015.00	3.20	26,528.00	5.00	41,450.00	0.00	0.00
127	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	0.00	0.00
128	COMPACTION PRICE ADJUSTMENT	1 EST	4,584.30	4,584.30	4,584.30	4,584.30	4,584.30	4,584.30	0.00	0.00
129	CEMENT CONCRETE CURB WALL	15 LF	45.00	675.00	53.00	795.00	105.00	1,575.00	0.00	0.00
130	DRYWELL TYPE 2	1 EA	4,000.00	4,000.00	2,500.00	2,500.00	6,000.00	6,000.00	0.00	0.00
131	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	31 EA	250.00	7,750.00	320.00	9,920.00	250.00	7,750.00	0.00	0.00
132	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	29 EA	375.00	10,875.00	530.00	15,370.00	375.00	10,875.00	0.00	0.00

<i>Project Number:</i> 2015044			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> STATE SALES TAX RULE 171					Public Street Improvement					
133	CATCH BASIN TYPE 1	1 EA	2,100.00	2,100.00	2,120.00	2,120.00	1,700.00	1,700.00	0.00	0.00
134	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	16 EA	550.00	8,800.00	680.00	10,880.00	625.00	10,000.00	0.00	0.00
135	VALVE BOX AND COVER	4 EA	200.00	800.00	320.00	1,280.00	350.00	1,400.00	0.00	0.00
136	CLEANING EXISTING DRAINAGE STRUCTURE	26 EA	300.00	7,800.00	290.00	7,540.00	240.00	6,240.00	0.00	0.00
137	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	1,075.00	*****	440.00	*****	0.00
138	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	175 LF	45.00	7,875.00	58.00	10,150.00	45.00	7,875.00	0.00	0.00
139	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	6 EA	400.00	2,400.00	320.00	1,920.00	450.00	2,700.00	0.00	0.00
140	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	500.00	1,000.00	1,050.00	2,100.00	450.00	900.00	0.00	0.00
141	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	500.00	*****	550.00	*****	250.00	*****	0.00
142	CLEANING EXISTING SANITARY SEWER	21 EA	325.00	6,825.00	235.50	4,945.50	325.00	6,825.00	0.00	0.00
143	ESC LEAD	1 LS	*****	1,500.00	*****	350.00	*****	1,000.00	*****	0.00
144	INLET PROTECTION	10 EA	100.00	1,000.00	100.00	1,000.00	85.00	850.00	0.00	0.00
145	TOPSOIL TYPE A, 2 INCH THICK	126 SY	7.00	882.00	7.50	945.00	8.00	1,008.00	0.00	0.00
146	SOD INSTALLATION	126 SY	10.00	1,260.00	10.50	1,323.00	10.00	1,260.00	0.00	0.00
147	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	5,000.00	*****	5,425.00	*****	5,500.00	*****	0.00
148	CEMENT CONCRETE CURB	180 LF	16.00	2,880.00	18.10	3,258.00	17.00	3,060.00	0.00	0.00
149	CEMENT CONC. CURB AND GUTTER	585 LF	22.50	13,162.50	24.00	14,040.00	23.50	13,747.50	0.00	0.00
150	CEMENT CONC. SIDEWALK	430 SY	38.00	16,340.00	39.00	16,770.00	42.50	18,275.00	0.00	0.00

<i>Project Number:</i> 2015044			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> STATE SALES TAX RULE 171					Public Street Improvement					
151	RAMP DETECTABLE WARNING	213 SF	21.00	4,473.00	21.00	4,473.00	21.00	4,473.00	0.00	0.00
152	SIGNING, PERMANENT	1 LS	*****	3,500.00	*****	3,460.00	*****	3,400.00	*****	0.00
153	PAVEMENT MARKING - DURABLE HEAT APPLIED	213 SF	10.00	2,130.00	10.00	2,130.00	10.00	2,130.00	0.00	0.00
<i>Schedule Totals</i>				676,366.68		669,000.00		681,862.55		0.00

Project Number 2015044 2015 Residential Grind & Overlay Project

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	676,366.68	0.00	0.00	0.00	0.00	0.00	0.00	0.00	676,366.68
Inland Asphalt Compan	669,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	669,000.00
Shamrock Paving Inc	681,862.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	681,862.55

Low Bid Contractor: Inland Asphalt Company

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$669,000.00	\$676,366.68	1.09	% Under Estimate
Bid Totals	\$669,000.00	\$676,366.68	1.09	% Under Estimate



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/27/2015
Clerk's File #	PRO 2015-0031
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2012116
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 15844
Agenda Item Name	0370 - LOW BID AWARD - INLAND ASPHALT COMPANY		

Agenda Wording

Low Bid of Inland Asphalt Company (Spokane, WA) for Ray Street from 29th Avenue to 17th Avenue - \$936,400.00. An administrative reserve of \$93,640.00, which is 10% of the contract price, will be set aside. (Lincoln Heights Neighborhood Council)

Summary (Background)

On July 27, 2015 bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of \$936,400.00, which is \$49,977.50 or 5.64% over the Engineer's Estimate; two other bids were received as follows: Shamrock Paving, Inc. - \$977,658.75 and T. LaRiviere Equipment & Excavation, Inc. - \$1,000.000.00.

Fiscal Impact		Budget Account	
Expense	\$ 980,894.92	#	3200 95063 95300 56501 99999
Expense	\$ 49,145.08	#	4250 43354 94000 56501 99999
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 7/27/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	kbustos@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		jahensley@spokanecity.org	
		mhughes@spokanecity.org	

City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2012116

Project Description Ray St. from 29th Ave. to 17th Ave.

Original Date 6/4/2015 5:03:19 PM

Funding Source Federal

Update Date 7/27/2015 1:51:56 PM

Preparer John Miller

Addendum

Project Number: 2012116			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		T LaRiviere Equipment & Excavation Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 STATE SALES TAX RULE 171					Public Street Improvement					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	500.00	*****	750.00	*****	1,000.00
103	POTHOLING	5 EA	400.00	2,000.00	320.00	1,600.00	325.00	1,625.00	300.00	1,500.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	13,497.00	*****	6,000.00	*****	5,000.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	500.00	1,000.00	635.00	1,270.00	750.00	1,500.00	2,000.00	4,000.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	2,000.00	*****	2,645.00	*****	3,000.00	*****	2,000.00
107	MOBILIZATION	1 LS	*****	40,000.00	*****	64,101.05	*****	50,000.00	*****	70,000.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	60,000.00	*****	74,000.00	*****	85,000.00	*****	80,000.00
109	SPECIAL SIGNS	160 SF	20.00	3,200.00	11.60	1,856.00	12.00	1,920.00	15.00	2,400.00
110	TYPE III BARRICADE	11 EA	50.00	550.00	26.45	290.95	30.00	330.00	35.00	385.00
111	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	1,000.00	*****	4,235.00	*****	4,000.00	*****	12,500.00
112	REMOVE CONCRETE TRAFFIC ISLAND 24-IN WIDE	525 LF	12.00	6,300.00	15.90	8,347.50	9.00	4,725.00	18.00	9,450.00
113	REMOVE CONCRETE TRAFFIC ISLAND @ 27TH	40 SY	15.00	600.00	16.00	640.00	17.00	680.00	15.00	600.00
114	REMOVE EXISTING CURB	1380 LF	9.50	13,110.00	9.55	13,179.00	10.35	14,283.00	11.00	15,180.00

<i>Project Number:</i> 2012116			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc		T LaRiviere Equipment & Excavation Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> STATE SALES TAX RULE 171					Public Street Improvement					
115	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	756 SY	12.00	9,072.00	12.70	9,601.20	13.50	10,206.00	15.00	11,340.00
116	SAWCUTTING CURB	71 EA	30.00	2,130.00	21.00	1,491.00	30.00	2,130.00	40.00	2,840.00
117	SAWCUTTING RIGID PAVEMENT	1324 LFI	1.00	1,324.00	1.00	1,324.00	1.25	1,655.00	0.60	794.40
118	SAWCUTTING FLEXIBLE PAVEMENT	27800 LFI	0.30	8,340.00	0.30	8,340.00	0.35	9,730.00	0.45	12,510.00
119	ROADWAY EXCAVATION INCL. HAUL	275 CY	19.00	5,225.00	23.30	6,407.50	32.00	8,800.00	24.00	6,600.00
120	PREPARATION OF UNTREATED ROADWAY	761 SY	2.50	1,902.50	5.80	4,413.80	4.50	3,424.50	2.00	1,522.00
121	CRUSHED SURFACING TOP COURSE	83 CY	40.00	3,320.00	56.35	4,677.05	54.00	4,482.00	50.00	4,150.00
122	CSTC FOR SIDEWALK AND DRIVEWAYS	43 CY	45.00	1,935.00	114.00	4,902.00	72.00	3,096.00	50.00	2,150.00
123	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	23900 SY	9.50	227,050.00	8.70	207,930.00	9.00	215,100.00	9.00	215,100.00
124	HMA FOR PRELEVELING CL 3/8 IN. PG 70-28	375 TO	110.00	41,250.00	112.00	42,000.00	95.00	35,625.00	115.00	43,125.00
125	HMA FOR FEATHERING CL. 3/8 IN. PG 70-28	50 TO	150.00	7,500.00	160.00	8,000.00	75.00	3,750.00	160.00	8,000.00
126	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4.5- INCH THICK	2100 SY	24.00	50,400.00	27.90	58,590.00	30.00	63,000.00	30.00	63,000.00
127	CRACK SEALING 1-INCH TO 3-INCH	3500 LF	2.00	7,000.00	1.91	6,685.00	2.00	7,000.00	3.00	10,500.00
128	CRACK SEALING 3-INCH TO 6-INCH	48 LF	25.00	1,200.00	22.75	1,092.00	20.00	960.00	30.00	1,440.00
129	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2100 SY	15.00	31,500.00	16.55	34,755.00	32.00	67,200.00	20.00	42,000.00
130	REMOVE UNSUITABLE FOUNDATION MATERIAL	12 CY	30.00	360.00	52.90	634.80	50.00	600.00	50.00	600.00
131	REPLACE UNSUITABLE FOUNDATION MATERIAL	12 CY	40.00	480.00	52.90	634.80	50.00	600.00	50.00	600.00
132	PLANING BITUMINOUS PAVEMENT	13028 SY	3.00	39,084.00	2.35	30,615.80	2.50	32,570.00	2.75	35,827.00
133	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00

<i>Project Number:</i> 2012116			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc		T LaRiviere Equipment & Excavation Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> STATE SALES TAX RULE 171					Public Street Improvement					
134	COMPACTION PRICE ADJUSTMENT	1 EST	4,302.00	4,302.00	4,302.00	4,302.00	4,302.00	4,302.00	4,302.00	4,302.00
135	FURNISHING CONCRETE FOR CEMENT CONCRETE PAVEMENT	191 CY	115.00	21,965.00	151.35	28,907.85	150.00	28,650.00	143.00	27,313.00
136	CEMENT CONC PAVEMENT, 9 IN. THICK	761 SY	42.00	31,962.00	52.90	40,256.90	52.00	39,572.00	52.00	39,572.00
137	EPOXY-COATED DOWEL BAR WITH DRILL HOLE	20 EA	75.00	1,500.00	31.75	635.00	32.00	640.00	33.00	660.00
138	EPOXY-COATED TIE BAR WITH DRILL HOLE	70 EA	65.00	4,550.00	26.45	1,851.50	26.00	1,820.00	25.00	1,750.00
139	PORTLAND CEMENT CONCRETE COMPLIANCE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
140	CEMENT CONCRETE CURB WALL	50 LF	40.00	2,000.00	52.90	2,645.00	52.00	2,600.00	55.00	2,750.00
141	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	39 EA	300.00	11,700.00	344.00	13,416.00	325.00	12,675.00	300.00	11,700.00
142	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	1 EA	350.00	350.00	344.00	344.00	450.00	450.00	300.00	300.00
143	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	8 EA	350.00	2,800.00	610.00	4,880.00	450.00	3,600.00	600.00	4,800.00
144	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN CONCRETE	2 EA	500.00	1,000.00	635.00	1,270.00	500.00	1,000.00	600.00	1,200.00
145	CATCH BASIN TYPE 1	1 EA	2,000.00	2,000.00	2,222.00	2,222.00	2,500.00	2,500.00	2,000.00	2,000.00
146	RETROFIT TYPE 2 CATCH BASIN WITH FRAME & DUAL VANED GRATE	16 EA	1,700.00	27,200.00	635.00	10,160.00	1,500.00	24,000.00	650.00	10,400.00
147	FRAME AND GRATE FOR CATCH BASIN OR SURFACE INLET	1 EA	500.00	500.00	688.00	688.00	750.00	750.00	650.00	650.00
148	REPLACE EXISTING BRICK CONE WITH PRECAST CONE	1 EA	800.00	800.00	1,165.00	1,165.00	1,800.00	1,800.00	1,100.00	1,100.00
149	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	21 EA	625.00	13,125.00	662.00	13,902.00	750.00	15,750.00	650.00	13,650.00

<i>Project Number:</i> 2012116			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc		T LaRiviere Equipment & Excavation Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> STATE SALES TAX RULE 171					Public Street Improvement					
150	VALVE BOX AND COVER	5 EA	300.00	1,500.00	344.00	1,720.00	500.00	2,500.00	325.00	1,625.00
151	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	8 EA	275.00	2,200.00	317.00	2,536.00	625.00	5,000.00	400.00	3,200.00
152	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	5 EA	350.00	1,750.00	850.00	4,250.00	625.00	3,125.00	600.00	3,000.00
153	CLEAN EXISTING DRAINAGE STRUCTURES	19 EA	250.00	4,750.00	240.00	4,560.00	250.00	4,750.00	300.00	5,700.00
154	TRENCH SAFETY SYSTEM	1 LS	*****	500.00	*****	530.00	*****	300.00	*****	500.00
155	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	54 LF	50.00	2,700.00	68.80	3,715.20	56.00	3,024.00	65.00	3,510.00
156	OUTLET TRAP	10 EA	100.00	1,000.00	238.00	2,380.00	175.00	1,750.00	225.00	2,250.00
157	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	500.00	*****	530.00	*****	250.00	*****	500.00
158	ENCASE WATER/SEWER AT CROSSINGS	1 EA	650.00	650.00	1,060.00	1,060.00	450.00	450.00	1,000.00	1,000.00
159	CLEANING EXISTING SANITARY SEWER	19 EA	300.00	5,700.00	238.00	4,522.00	350.00	6,650.00	300.00	5,700.00
160	ESC LEAD	1 LS	*****	1,000.00	*****	500.00	*****	750.00	*****	500.00
161	INLET PROTECTION	2 EA	100.00	200.00	95.00	190.00	400.00	800.00	95.00	190.00
162	TOPSOIL TYPE A, 2 INCH THICK	70 SY	7.00	490.00	11.60	812.00	11.50	805.00	13.00	910.00
163	SOD INSTALLATION	70 SY	10.00	700.00	19.00	1,330.00	18.50	1,295.00	20.00	1,400.00
164	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	1,500.00	*****	4,130.00	*****	4,100.00	*****	5,495.60
165	CEMENT CONCRETE CURB	625 LF	16.00	10,000.00	15.88	9,925.00	15.50	9,687.50	18.00	11,250.00
166	CEMENT CONC. CURB AND GUTTER	1350 LF	22.50	30,375.00	23.30	31,455.00	23.00	31,050.00	24.00	32,400.00
167	CHANNELIZING DEVICES	13 EA	65.00	845.00	111.00	1,443.00	115.00	1,495.00	150.00	1,950.00

Project Number: 2012116			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		T LaRiviere Equipment & Excavation Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 STATE SALES TAX RULE 171					Public Street Improvement					
168	MONUMENT FRAME AND COVER	3 EA	350.00	1,050.00	315.00	945.00	600.00	1,800.00	300.00	900.00
169	CEMENT CONC SIDEWALK	756 SY	40.00	30,240.00	47.60	35,985.60	46.00	34,776.00	54.00	40,824.00
170	RAMP DETECTABLE WARNING	272 SF	21.00	5,712.00	21.00	5,712.00	21.00	5,712.00	25.00	6,800.00
171	COMMUNICATION INTERCONNECT MODIFICATION	1 LS	*****	5,000.00	*****	5,345.00	*****	5,200.00	*****	7,500.00
173	COUNT STATION	1 LS	*****	5,000.00	*****	9,990.00	*****	10,000.00	*****	12,650.00
174	SIGNING, PERMANENT	1 LS	*****	20,000.00	*****	17,990.00	*****	18,000.00	*****	18,500.00
175	REMOVAL OF EXISTING PAVEMENT MARKINGS	1 LS	*****	3,000.00	*****	1,111.00	*****	1,200.00	*****	2,200.00
176	PAVEMENT MARKING - DURABLE HEAT APPLIED	440 SF	10.00	4,400.00	9.55	4,202.00	9.55	4,202.00	10.00	4,400.00
177	PAVEMENT MARKING - DURABLE INLAY TAPE	2320 SF	10.00	23,200.00	8.75	20,300.00	8.75	20,300.00	9.00	20,880.00
178	TEMPORARY PAVEMENT MARKING	1 LS	*****	6,000.00	*****	1,850.00	*****	2,500.00	*****	3,500.00
179	REINFORCED DOWELED CURB	125 LF	15.00	1,875.00	8.50	1,062.50	8.40	1,050.00	9.00	1,125.00
180	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	525 LF	24.00	12,600.00	19.00	9,975.00	18.75	9,843.75	19.00	9,975.00
181	TRAFFIC ISLAND CONCRETE	38 SY	50.00	1,900.00	38.00	1,444.00	38.00	1,444.00	37.00	1,406.00
Schedule Totals				886,422.50		936,400.00		977,658.75		1,000,000.00

Project Number *2012116* *Ray St. from 29th Ave. to 17th Ave.*

	<i>SCHEDULE SUMMARY</i>								
	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<i>Engineer's Est</i>	886,422.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	886,422.50
Inland Asphalt Compan	936,400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	936,400.00
Shamrock Paving Inc	977,658.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	977,658.75
T LaRiviere Equipment	1,000,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000,000.00

Low Bid Contractor: Inland Asphalt Company

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
<i>Schedule 01</i>	\$936,400.00	\$886,422.50	5.64	% Over Estimate
<i>Bid Totals</i>	\$936,400.00	\$886,422.50	5.64	% Over Estimate



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/27/2015
Clerk's File #	OPR 2015-0681
Renews #	

Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0780 - NORTH WESTERN COLD STORAGE WAREHOUSE - 116 W. PACIFIC		

Agenda Wording

Recommendation to list the North Western Cold Storage Warehouse, 116 West Pacific Avenue, on the Spokane Register of Historical Places

Summary (Background)

SMC #17D.040.120 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties in Spokane be placed on the Spokane Register of Historic Places. North Western Cold Storage Warehouse has been found to meet the criteria set forth for such designation and a management agreement has been signed by the owners.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	DUVALL, MEGAN	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	
Finance	SALSTROM, JOHN	Distribution List	
Legal	PICCOLO, MIKE	lhattenburg@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	lmeuler@spokanecity.org	
Additional Approvals		mduvall@spokanecity.org	
Purchasing		amcgee@spokanecity.org	
		evance@spokanecity.org	

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

North Western Cold Storage Warehouse – 116 W. Pacific

FINDINGS OF FACT

1. SMC 17D.040.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

- Built in 1910, the **North Western Cold Storage Warehouse** meets the 50-year age criteria established for listing in the Spokane Register.

2. SMC 17D.040.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).

- **NW Cold Storage Warehouse** is nominated under Categories A & C.
 - The NW Cold Storage Warehouse is significant under Category A in the areas of "commerce, industry, and transportation." The North Western Cold Storage Warehouse is the largest cold storage commercial/industrial building in Spokane's first refrigerated produce market district. The NW Cold Storage Warehouse is also **significant under Category C – architecture**. The property meets requirements for Category C in the area of "architecture" as a product of the prominent Spokane architectural team, Keith & Whitehouse, and as a fine example of the building type "commercial/industrial warehouse" described and defined in the 2007 Spokane Register Multiple Property Documentation (MPD), *Industrial/Commercial Warehouse Buildings in East Downtown Spokane, Washington, 1890-1948*.

3. SMC17D.040.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."

- The North Western Cold Storage Warehouse appears very close to the original 1910 exterior and interior design of the building. Sanborn Fire Insurance maps from 1910 and 1953 indicate the warehouse with the existing trapezoidal footprint, three-story brick masonry form, and flat roof. Symmetrical fenestration patterns are original. The painted advertisement signage on the south façade, west elevation, and north rear of the building is original. The unfinished large open interior of the building with exposed unreinforced brick masonry perimeter walls, exposed wood posts and beams are original. The fir plank floors (now covered and protected with plywood) are original. The raised loading dock at the building's south façade is original.
- The North Western Cold Storage Warehouse retains a high degree of architectural integrity and meets nearly all of the features and registration requirements as a fine example of the building type "industrial/commercial warehouses" defined in the MPD.

4. Once listed, this property will be eligible to apply for incentives, including:

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION:

The Spokane Historic Landmarks Commission has evaluated the **North Western Cold Storage Warehouse** according to the appropriate criteria at a public hearing on 7/15/15 and recommends that the **North Western Cold Storage Warehouse** be listed on the Spokane Register of Historic Places.

After Recording Return to:
Office of the City Clerk
5th Floor Municipal Bldg.
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3333

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

(RAILROAD 1ST TO 4TH ALL L7TO9 &E1/2 OF L10 B3 &STP N OF& ADJ&S OF R/W)

Parcel Number 35191.0304, is governed by a Management Agreement between the City of Spokane and the Owner(s), Cold Storage Spokane, LLC, of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 17.040. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

Said Management Agreement was approved by the Spokane City Council on _____, I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. _____.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____



Dated: 7/16/15

City Clerk No. _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **15th** day of **July 2015**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Cold Storage Spokane, LLC** (hereinafter "Owner(s)"), the owner of the property located at **116 W. Pacific Avenue** commonly known as the **North Western Cold Storage Warehouse** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 6.05 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.040 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. **CONSIDERATION.** The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. **COVENANT.** This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.



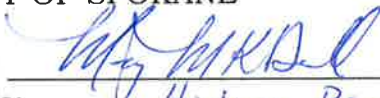
Owner

Owner

CITY OF SPOKANE

By:

Title:


Historic Pres. Officer

ATTEST:

City Clerk

Approved as to form:

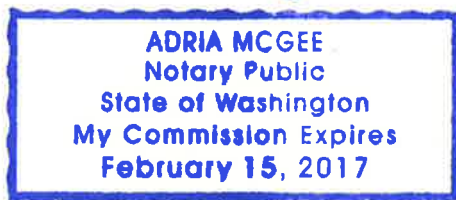
Assistant City Attorney

STATE OF WASHINGTON)
) ss
County of Spokane)

On this 9 day of July, 2015, before me, the undersigned,
a Notary Public in and for the State of Washington, personally appeared
Gerald Neuser

_____, to me known to be the
individual(s) described in and who executed the within and foregoing
instrument, and acknowledged that he (he/she/they) signed the same as
his (his/her/their) free and voluntary act and deed, for the uses and purposes
therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this
9 day of July, 2015.



Adria McGee

Notary Public in and for the State
of Washington, residing at Spokane

99201
My commission expires 2/15/17

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2015, before me, the
undersigned, a Notary Public in and for the State of Washington,
personally appeared DAVID A. CONDON, MAYOR and TERRI L. PFISTER,
to me known to be the Mayor and the City Clerk, respectively, of the CITY
OF SPOKANE, the municipal corporation that executed the within and
foregoing instrument, and acknowledged the said instrument to be the free
and voluntary act and deed of said municipal corporation, for the uses and
purposes therein mentioned, and on oath stated that they were authorized
to execute said instrument and that the seal affixed is the corporate seal of
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this
_____ day of _____, 2015.

Notary Public in and for the State
of Washington, residing at Spokane
My commission expires _____

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE

***Spokane Register of Historic Places
Nomination***

*Spokane City/County Historic Preservation Office, City Hall, 3rd Floor
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

1. HISTORIC NAME

Historic Name **NORTH WESTERN COLD STORAGE
WAREHOUSE**
Common Name Cold Storage Warehouse

2. LOCATION

Street & Number 116 W. Pacific Avenue
City, State, Zip Code Spokane, WA 99201
Parcel Number 35191.0304

3. CLASSIFICATION

Category	Ownership	Status	Present Use
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural <input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input checked="" type="checkbox"/> commercial <input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input type="checkbox"/> educational <input type="checkbox"/> religious
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment <input type="checkbox"/> residential
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government scientific
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input checked="" type="checkbox"/> industrial <input type="checkbox"/> transportation
		<input type="checkbox"/> no	<input type="checkbox"/> military <input type="checkbox"/> other

4. OWNER OF PROPERTY

Name Cold Storage Spokane LLC c/o Jerry Neeser
Street & Number 116 W. Pacific Avenue
City, State, Zip Code Spokane, WA 99201
Telephone Number/E-mail 907-276-1058, jerry_neeser@neeserinc.com

5. LOCATION OF LEGAL DESCRIPTION

Courthouse, Registry of Deeds Spokane County Courthouse
Street Number 1116 West Broadway
City, State, Zip Code Spokane, WA 99201
County Spokane

6. REPRESENTATION OF EXISTING SURVEYS

Title City of Spokane Historic Landmarks Survey
Date Federal____ State____ County____ Local____
Location of Survey Records Spokane Historic Preservation Office

**Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE**

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification

Condition

☒ excellent

☐ good

☐ fair

☐ deteriorated

☐ ruins

☐ unexposed

Check One

☐ unaltered

☒ altered

Check One

☒ original site

☐ moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

☒ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☐ B Property is associated with the lives of persons significant in our past.

☒ C Property embodies the distinctive characteristics of a type, period, or method or construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐ D Property has yielded, or is likely to yield, information important in prehistory history.

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

10. PHOTOS, MAPS, DRAWINGS, ARTICLES, ETC.

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property

Less than one acre.

Verbal Boundary Description

Railroad 1st to 4th Addition, Lots 7-9 and east ½ Lot 10, Block 3.

Verbal Boundary Justification

Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title

Linda Yeomans, Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

501 West 27th Avenue, Spokane, WA 99203

Telephone Number

509-456-3828

Email Address

lindayeomans@comcast.net

Date Final Nomination Heard

July 15, 2015

13. Signature of Owner(s)



14. For Official Use Only:

Date nomination application filed: 6/15/15

Date of Landmarks Commission hearing: 7/15/15

Landmarks Commission decision: 7/15/15

Date of City Council/Board of County Commissioners' hearing: _____

City Council/Board of County Commissioners' decision: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.



Megan Duvall
City/County Historic Preservation Officer
City/County Historic Preservation Office
3rd Floor - City Hall, Spokane, WA 99201

7/13/15
Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



North Western Cold Storage Warehouse in 2015

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Listed on the National Register of Historic Places in 2003 as a contributing historic resource of the East Downtown Historic District in Spokane, Washington, the North Western Cold Storage Warehouse was built in 1910. Constructed as a plain, three-story industrial, unreinforced brick masonry structure, the North Western Cold Storage Warehouse is a good example of the building type, “industrial/commercial warehouse,” as identified and described in the 2007 Spokane Register Multiple Property Documentation (MPD), *Industrial/Commercial Warehouse Buildings in East Downtown Spokane, Washington, 1890-1948*.¹ Similar to other warehouses in the historic district, the cold storage building forms a rectangular footprint that comprises all of the lot on which it is built, fronts a raised loading dock, and backs to raised Northern Pacific

¹ Yeomans, Linda. 2007 *Spokane Register Multiple Property Documentation*, “*Industrial/Commercial Warehouse Buildings in East Downtown Spokane, Washington, 1890-1948*.” Spokane City/County Register of Historic Places. Spokane City Hall, Spokane, WA.

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Railroad bed and tracks, which bisect the historic district. The Northern Pacific Railroad bed and tracks are now privately owned by the Burlington Northern-Santa Fe Railroad. The North Western Cold Storage Warehouse is well-preserved and retains a high degree of integrity in original location, design, materials, workmanship, and association.

CURRENT APPEARANCE & CONDITION

Site

Well-preserved, the North Western Cold Storage Warehouse is situated on Lots 7, 8, 9, and the east half of Lot 10 on Block 3 in the Railroad 1st to 4th Addition in east downtown Spokane, an industrial area that is characterized by two- to four-story brick masonry industrial/commercial buildings, factories, and warehouses built from 1890 to 1948. Together the above-referenced lots for the North Western Cold Storage Warehouse form a trapezoid-shaped parcel that measures 124 feet wide and 71 feet to 93 feet deep.² The site on which the warehouse is built is mostly level with a slight north-facing slope.

Exterior

Facing south, the North Western Cold Storage Warehouse covers 100% of the lot on which it is built. It is sandwiched between a two-story brick masonry warehouse built in 1906 to the east and a one-story concrete block warehouse built in 1948 to the west. The adjacent east and west buildings share common walls with the North Western Cold Storage Warehouse. The south façade of the warehouse fronts a raised loading dock with angled parking along the north side of West Pacific Avenue. The loading dock area extends east in front of two adjacent brick warehouses built in 1906 and 1907, revealing a contiguous three-building loading dock. The loading dock in front of the North Western Cold Storage Warehouse is protected by a code-required 42-inch high iron mesh guardrail. On the opposite end of the property, a 12-foot-high, built-up railroad bed with multiple train tracks constructed by the Northern Pacific Railroad (now Burlington Northern-Santa Fe) runs adjacent and parallel to the north rear of the building. A privately owned graveled alley is located between the warehouse and the raised rail bed.

The North Western Cold Storage Warehouse rises three stories. It is made of unreinforced brick masonry construction with a flat roof and has a foundation made of basalt rock. The roof is constructed of built-up tar covered with vinyl sheeting, and is surrounded by a plain brick parapet with a small center facade stepped parapet. The parapet is covered with coping made of non-reflective brown-tinted galvanized metal. A brick cornice course is located beneath the parapet.

The red brick façade of the North Western Cold Storage Warehouse is plain with little embellishment. The face of the building is symmetrically divided vertically into five bays by projecting pilasters that rise from the second floor and terminate at the roof. Second- and third-floor windows are arranged in a symmetrical pattern with one window on each floor in each bay. Original windows in the building were replaced in the 1980s with existing 2/2 vinyl-clad double-hung wood-sash units. Below the windows at the

² Spokane public records and plat map, Spokane City Hall, Spokane, WA.

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second floor, a horizontal brick belt course separates the first floor at street-level from the upper two floors. The red bricks at street-level are painted a dark brown, and a symmetrical pattern of doors and windows punctuate the brick face. The building's original front entrance is located in the center of the south street-level façade and is arched with radiating brick voussoirs. Below the brick arch is an arched transom, and below the transom are original double doors made of wood with three horizontal lower-leaf inset panels and upper-leaf ³ multi-paned lights. Two original arched single pedestrian doorways with radiating voussoirs flank the center entrance (one on each side of the front entrance) and reveal contemporary-compatible commercial/industrial doors with anodized aluminum frames and plate-glass glazing (doors installed in 2014 to replace brick infill). Matching glazed and anodized aluminum-frame double doors flank the east pedestrian door, and replaced a doorway infilled with bricks. A partial-width corrugated shed roof metal canopy is suspended in the center of the south façade at street-level and shades the front entrance.

The most prominent and distinguishing feature of the building's south face is original painted advertisement signage. A full-width painted sign between the second and third floor has white-painted large block letters on a horizontal black-painted sign band and reads, COLD STORAGE. A smaller and much-faded sign is painted at the top of the warehouse on the south facade between the brick cornice and brick parapet and reads, 124—THE FAIRMONT CREAMERY CO—116. The numbers designate the building's West Pacific Avenue address, and the creamery designates a business that operated in the building.

The east wall of the North Western Cold Storage Warehouse shares a common wall with the 1906 brick warehouse adjacent next east, and the west wall of the cold storage warehouse shares a common wall with a one-story warehouse adjacent next west. There are no windows on the exposed portion of the west wall of the North Western Cold Storage Warehouse. However, a painted advertisement sign that reads, COLD STORAGE, is located on the third floor of the building's west wall.

The north rear of the building faces a narrow graveled alley and a raised railroad bed with railroad tracks, all property privately owned by the Burlington Northern-Santa Fe Railroad. The building's north face features symmetrical window and warehouse door patterns. The windows match those at the south façade, and the metal overhead warehouse doors replaced brick-infill warehouse doorways. A parking garage entrance, surrounded and stabilized by a concrete frame, holds a metal overhead garage door, and is level with the graveled alley (the North Western Cold Storage Warehouse was given a right-of-way easement to the alley by the railroad, owner of the alley). Painted brick advertisement signage embellishes the rear of the North Western Cold Storage Warehouse with the appellations, COLD STORAGE and WAREHOUSE, in large block letters painted in white on horizontal black-painted sign bands above the first floor.

³ One of the two halves of a pair of doors or windows.

Interior

The interior of the North Western Cold Storage Warehouse has 9,944 square feet on each of four floors for a total of 39,776 interior square feet.⁴ Original double wood-paneled front entry doors open from a raised loading dock at the center façade of the building to a mostly open, unfinished, first floor. Original ceilings are exposed and 12 feet high, and original perimeter walls are exposed unreinforced brick masonry construction. Exposed ceilings are supported by unfinished massive square wood posts, wood braces, and wood ceiling beams. The building's original fir plank floor is currently protected and covered by plywood. An enclosed building code-required and code-compliant stairway was built on the west wall. The wall enclosing the staircase is finished drywall and the stairs are metal. A small lobby, elevator, staircase, and bathrooms were constructed and enclosed with painted drywall along the building's original exposed brick masonry east perimeter wall. Double glazed exterior doors with anodized brown-tinted aluminum frames open to the lobby area in the southeast front corner of the building. At the building's north rear, metal overhead warehouse doors were installed in original arched warehouse door openings on the north brick masonry perimeter wall.

The second and third floors also retain original exposed unreinforced brick masonry perimeter walls, fir plank floors covered with plywood, and 12-foot-high ceilings with exposed structural wood posts, beams, and braces. Like the first floor, an elevator, bathrooms, and enclosed stairway were built on the east brick perimeter wall. Windows open from the south perimeter brick wall and north perimeter brick wall. A finished drywall hallway that divides the south half from the north half of the building was constructed in 2014, giving two large spaces on the second floor and on the third floor for future tenants. The original elevator was missing but the original elevator shaft was intact in the center of the building, so the shaft was rehabilitated and finished in 2014 with painted drywall as a light well. The basement is open with exposed basalt foundation walls and massive wood supporting posts and beams. The basement's dirt floor was covered with poured concrete in 2014 when the space was rehabilitated and finished as an underground parking garage.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

Today, the North Western Cold Storage Warehouse appears very close to the original 1910 exterior and interior design of the building. Sanborn Fire Insurance maps from 1910 and 1953 indicate the warehouse with the existing trapezoidal footprint, three-story brick masonry form, and flat roof. Symmetrical fenestration patterns are original. The painted advertisement signage on the south façade, west elevation, and north rear of the building is original. The unfinished large open interior of the building with exposed unreinforced brick masonry perimeter walls, exposed wood posts and beams are original. The fir plank floors (now covered and protected with plywood) are original. The raised loading dock at the building's south façade is original.

A few modifications have occurred during the last 106 years:

⁴ Spokane County Tax Assessor, Spokane County Courthouse. Spokane, WA.

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- 1910-1965 One pedestrian doorway that flanks the center double front entry doors at street-level to the west and two warehouse doorways (one at façade and one at north rear) in the building were infilled with brick. The brick exterior on the south façade at street-level was painted.
- 1980s All first, second, third-floor windows on the south facade and north rear of the building were replaced with 2/2 double-hung vinyl-clad wood-sash windows.
- 2014 The exterior brick on the first floor at street-level was re-painted, façade windows painted. The basement dirt floor was covered with poured concrete, and a garage door entrance with an overhead garage door was built and installed at grade at the northeast end of the north rear elevation of the building when the basement was rehabilitated for use as an underground parking garage. Two pedestrian doorways and a warehouse doorway on the south façade of the building at street-level were removed of brick infill, and contemporary-compatible glazed commercial/industrial doors with brown-tinted anodized aluminum frames were installed. The original south facade center front entry paneled wood double doors with multiple lights were repaired, restored, and repainted. A 42-inch-high metal mesh guardrail was installed at the perimeter of the front-facing raised loading dock at the south façade. Code-required staircases were constructed on the east and west walls. An elevator and bathrooms were installed on the first through third floors on the east wall. An enclosed center hallway with an east-west axis was installed on the second and third floors (the hallway divides the floor space in half). Upgraded HVAC, mechanical, plumbing, electrical, and alarm systems were installed.

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SECTION 8: STATEMENT OF SIGNIFICANCE

<i>Areas of Significance</i>	<i>Commerce/Industry, Transportation, Architecture</i>
<i>Period of Significance</i>	<i>1910-1965</i>
<i>Built Date</i>	<i>1910</i>
<i>Architect</i>	<i>Keith & Whitehouse Architects</i>

Summary Statement

Built in 1910, the North Western Cold Storage Warehouse is eligible for listing on the Spokane Register of Historic Places under Categories A and C. The cold storage warehouse achieved a period of significance from 1910 to 1965, from the property's date of construction in 1910 to 1965, the year the building's original refrigeration and cold storage use ended (all associated refrigeration appurtenances and capabilities were removed at this time). The North Western Cold Storage Warehouse is significant in Category C in the area of "architecture" as a product of the prominent Spokane architectural team, Keith & Whitehouse, and as a fine example of the building type "commercial/industrial warehouse" described and defined in the 2007 Spokane Register Multiple Property Documentation (MPD), *Industrial/Commercial Warehouse Buildings in East Downtown Spokane, Washington, 1890-1948*.⁵ Historically significant in Category A in the areas of "commerce, industry, and transportation," the North Western Cold Storage Warehouse is the largest cold storage commercial/industrial building in Spokane's first refrigerated produce market district. The market district with the North Western Cold Storage Warehouse survives as a rare contiguous façade of three adjoined cold storage warehouses that together supplied refrigeration storage for Spokane dairy products, meats, and produce. With the emphasis on efficient transportation and distribution of refrigerated goods in and out of Spokane, a raised delivery dock fronted all three adjoined buildings at their south facades, and a large raised railroad bed with multiple rail tracks ran parallel a few feet north behind all three buildings' rear warehouse doors. The North Western Cold Storage Warehouse was placed on the National Register of Historic Places in 2003 as a contributing historic resource of the East Downtown Historic District in Spokane, Washington, a district that contains a concentration of commercial and industrial warehouses, factories, and manufacturing plants.⁶

HISTORICAL CONTEXT

East Downtown Historic District

As Spokane grew from its beginnings in the 1870s and 1880s, a concentration of commercial and industrial buildings, transfer and storage facilities, factories and manufacturing sites, ovens and bakeries, creameries and dairies, food and cold storage warehouses, and miscellaneous storage warehouses and garages developed in the city's east downtown area. The most common denominator was the need for transportation—

⁵ Yeomans, Linda. 2007 *Spokane MPD "Industrial/Commercial Warehouse Buildings in East Downtown Spokane, Washington, 1890-1948."* Spokane City/County Historic Preservation, City Hall, Spokane, WA.

⁶ Woo, Eugenia. 2003 *National Register East Downtown Historic District, Spokane, WA.* Spokane City/County Historic Preservation, City Hall, Spokane, WA.

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bringing goods and products into Spokane and transporting goods and products out of Spokane. The quickest, safest, and most efficient method of product transportation at that time was the railroad.

Spokane is an excellent example of a town that burgeoned as a result of the Northern Pacific Railroad's arrival in 1881. In addition, the abundance of natural resources available in the Inland Northwest benefited Spokane, which came to rely on the extractive industries of mining, timber, and agriculture to grow and develop. For most of Spokane's history, the railroads were dominant features—they ran through the...downtown core and were interconnected with many facets of life from the micro level of immediate surroundings (warehouse, commercial, and residential hotel buildings that were built and the people who worked and lived in them) to the macro level of Spokane's influence in a vast region known as the Inland Northwest, or Inland Empire.⁷

The East Downtown Historic District demonstrates “the dominance and impact of the Northern Pacific Railroad through the commercial buildings, residential hotels, and warehouses that were constructed from a few years after the Great Fire of 1889 through the early 1900s during the City’s greatest economic and population booms.”⁸ The North Western Cold Storage Warehouse, erected a few feet from Northern Pacific Railroad tracks, was one such warehouse.

North Western Cold Storage Warehouse

Sparsely dotted with a handful of dwellings and barns in 1890 before it was platted, Spokane’s Railroad 1st to 4th Addition, east of the city and south of the Spokane River, was dominated by a large maze of railroad tracks which bisected Spokane east to west. The tracks were owned by the Northern Pacific Railroad (now Burlington Northern-Santa Fe) and provided efficient transportation necessary for the distribution of resources and goods throughout the country. In the late 1890s and early 1900s, a concentration of industrial/commercial warehouses, factories, and storage facilities were erected east of Spokane’s central business district on West Pacific Avenue, just a few feet south of the Northern Pacific Railroad tracks. As buildings and warehouses were erected, the location parallel to the railroad tracks proved to be a coveted advantageous location—close to Spokane’s central business district and adjacent to railroad train cars that each day transported goods and people in and out of Spokane. By 1902, the Northern Pacific Railroad Passenger Depot, a large multi-story brick building, was located north and parallel to the Northern Pacific Railroad bed—just across the tracks from the future North Western Cold Storage Warehouse.⁹

⁷ Woo, Eugenia. 2003 *National Register Nomination East Downtown Historic District*. Spokane City/County Office of Historic Preservation, Spokane, WA, p. 8:1.

⁸ Ibid.

⁹ 1902 *Sanborn Fire Insurance Map*. Downtown Spokane Public Library, Spokane, WA.

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In December 1908, John H. McAllister and his wife, Lydia, bought the property on which the North Western Cold Storage Warehouse was built. McAllister owned the McAllister Investment Company and listed himself at different times in Spokane city directories as a contractor, builder, teamster, and building owner. From 1908 through 1913, he owned the McAllister Investment Company, and beginning in 1914 until his death in 1934, McAllister also owned the McAllister Warehouse Company, specializing in “storing, transferring, and forwarding.” In 1916, McAllister’s warehouse company, located just a few feet south of the Northern Pacific Railroad tracks on the north side of Pacific Avenue and North State Street, advertised services, including “household goods moved and packed for storage and shipment, all goods quickly and carefully handled by auto vans, good shipping accommodations, satisfaction guaranteed, office and warehouse.” The John H. McAllister family made their home a mile southeast of their warehouse in the prominent residential Altamont neighborhood at East 2236 S. Altamont Boulevard (formerly Bryant Street).

In 1909, McAllister commissioned the architectural firm of Keith & Whitehouse to design a refrigerated cold storage warehouse on West Pacific Avenue adjacent to a contiguous strip of three existing cold storage buildings (a dairy and two produce warehouses). McAllister named his refrigeration building the North Western Cold Storage Warehouse, a large three-story brick structure on 3 ½ city lots, erected for a reported \$50,000.¹⁰ News of the newly constructed cold storage warehouse moved fast. An excerpt from *Poultry Processing and Marketing, Volume 16*, reported the following:

*Walter A. Brown, of Bismarck, North Dakota, has decided to move to Spokane, Washington on or about June 20, 1910. He has been there for some time organizing the North Western Cold Storage & Warehouse Company to do a general cold storage business. They will erect a plant...to handle butter, eggs, cheese, apples, and other perishable fruits and produce.*¹¹

Walter Brown listed himself in Spokane city directories as “president and manager of the North Western Cold Storage Warehouse Company,” a company that did business as “wholesale brokers” in “butter, eggs, cheese, poultry refrigerating and freezing.” The company’s vice president was James B. Valentine, a Scottish immigrant “prominently associated with various business enterprises” in Spokane.¹² Brown and Valentine leased space in the warehouse to various produce companies that especially required refrigeration. Swift & Co. was one of the companies that occupied space in the building from 1910 through 1911.

By 1912, the cold storage warehouse company’s name changed from the North Western Cold Storage Warehouse to the Arctic Cold Storage Warehouse Company also known as

¹⁰ Woo, E.

¹¹ *Poultry Processing and Marketing, Volume 16*. “Start New Storage.” 1910.

¹² Durham, N.W. *History of the City of Spokane and Spokane Country, Volume Two*. Spokane, 1912, pp. 239-241.

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the Arctic Cold Storage & Refrigerating Company, a business that leased and occupied space in the building. In 1917, the company was listed in Spokane city directories as Arctic Cold Storage Incorporated, specializing in “warehousing, refrigerating, and freezing” with addresses at 116-124 W. Pacific Avenue. Multiple advertising signs with the appellation, COLD STORAGE WAREHOUSE, were painted on the south façade, west wall, and north rear of the building in large block letters, highly visible by distribution businesses with wagons, trucks, and trains—all important modes of transportation in the warehouse district.

The cold storage warehouse continued to lease space to various organizations associated with produce, meats, cheese, and dairy that required refrigeration. In 1922, the prominent Fairmont Creamery Company in Spokane leased space in the building, had their name painted on the exterior of the building’s south façade and north rear (visible from Northern Pacific Railroad tracks), and remained in the warehouse through the 1930s. Once again, the name of the cold storage warehouse changed, this time to the Arctic & Fairmont Creamery Company. Widely known, the creamery packaged various brands of dairy products “familiar in all the groceries. Its *Better Butter* was packaged as were all one-pound bricks [of butter] then, in cartons about 2 ½ inches square and 4 ½ inches long, but *Better Butter* was in four separately wrapped sticks [in the cartons], somewhat like the separate sticks that come in a flat carton now.”¹³

From 1934 to 1946, Samuel Galland, a prominent Spokane businessman, investor, entrepreneur, property owner, and civic booster, leased the Arctic Cold Storage Company. He purchased the warehouse in 1947, continued to lease space in the warehouse to various businesses needing refrigeration and cold storage, and sold it to Sylvan & Eleanor Dreifus in 1965. The Dreifus family owned Sylvan Furniture Company in Spokane and used the warehouse to store furniture, household goods, and other items associated with their furniture business. Beginning in 1965 with the Sylvan Furniture Company, the cold storage warehouse was cleared of all refrigeration machinery and was never again used for refrigerating, freezing, and storing food products.

In 2013, the current owner, Jerry Neeser, a prominent Alaska building developer and contractor, bought the property and has repaired and rehabilitated it for non-refrigeration use with help from the *Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*.¹⁴

HISTORIC SIGNIFICANCE

Category A

The North Western Cold Storage Warehouse is historically significant under Category A in the areas of significance, “commerce, industry, and transportation,” for its contribution to the development and settlement trends associated with east downtown Spokane, a

¹³ Hyslop, R.B. *Spokane’s Building Blocks*. Spokane: Standard Blueprint, 1983, p. 99.

¹⁴ Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

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historic industrial/commercial warehouse and distribution section of the city listed in 2003 on the National Register as the East Downtown Historic District. A contributing historic resource of the historic district, the North Western Cold Storage Warehouse was part of a contiguous “string of cold storage warehouses with spur tracks on the railroads...and loading platforms for wagons (later trucks) on a street having virtually no through traffic, all close to the center of town.”¹⁵ Three of the four contiguous cold storage warehouses exist today—Greenough Brothers Warehouse (built 1907), the Wetzel Warehouse (built 1906), and the North Western Cold Storage Warehouse (built 1910).¹⁶

The MPD, *Industrial-Commercial Warehouse Buildings in East Downtown Spokane, Washington, 1890-1948*, defines the historic significance of the North Western Cold Storage Warehouse as “for its associative values that pertain to local trends and patterns in Spokane that resulted in the erection of industrial/commercial warehouses in the late 19th century and early 20th century.”¹⁷

The industrial/commercial warehouse building type represents the growth and development of early Spokane during a period of significance from 1890 to 1948, and the town’s “life blood” dependence on the railroad. First established in Spokane in 1881, the Northern Pacific Railroad (and many others which followed) cut a wide diagonal swath through the center of town from east to west and proved to be the center of transportation activity around which industrial/commercial warehouses were erected. The warehouses were railroad-dependent, meaning that they were built to house and service the goods and materials that were delivered and transported via railroad lines. Since the financial success of Spokane was tied to and dependent upon the extraction of gold, silver, lead, minerals, lumber, and agricultural products which constituted natural resources that abounded in the surrounding region, that same success was also dependent upon industrial/commercial warehouses to store or hold the extracted materials before they were shipped to local and/or distant destinations. Some warehouses, like the North Western Cold Storage Warehouse, built in 1910 at 116 W. Pacific Avenue in east downtown Spokane, served as industrial/commercial warehouse structures which, in addition to associated product, housed manufacturing plants, dairies, and creameries. Products from those warehouses were then shipped throughout Spokane or the country via drayage companies and railroads. Industrial warehouses were also built as garages for drayage and transport companies. The trend for the erection of industrial/commercial warehouse construction continued through the early 1900s in Spokane until after World War II when rail transportation began to be supplanted by long-haul

¹⁵ Hyslop, p. 99.

¹⁶ The Hazelwood Dairy was located on the northwest corner of Pacific Avenue and McClellan Street next to Greenough Brothers Warehouse, and was destroyed by fire in the 1970s. The dairy’s building site remains vacant today.

¹⁷ Yeomans, p. 6:9.

*trucks which transported products over a complex maze of intertwined paved highways and freeways built by the Federal Department of Transportation.*¹⁸

ARCHITECTURAL SIGNIFICANCE

Category C

The North Western Cold Storage Warehouse is significant under Category C in the area, “architecture,” as a fine example of the industrial/commercial building type defined and described in the MPD, *Industrial/Commercial Warehouse Buildings in East Downtown Spokane, Washington, 1890-1948*.¹⁹ Industrial/commercial warehouses defined in the MPD must retain most of their integrity in original location, design, materials, workmanship, and association as late 19th/early 20th century industrial/commercial warehouses built in east downtown Spokane, Washington. Defining elements and registration requirements of the building type include:

- Original building site located in east downtown Spokane
- Built dates from 1890 through 1948
- Unreinforced brick masonry, wood frame, wood frame with brick veneer, and/or concrete block construction
- One to four stories in height
- Usually flat roofs of built-up tar
- Usually plain exterior façade design with little or no exterior embellishment or ornamentation
- Symmetrical fenestration patterns above street level
- Windows made with wood-sash or metal construction
- Frequently street-level commercial/merchandise bays with plate-glass display windows, low bulkheads, transoms windows, and canted entrances
- Sometimes large warehouse entrance doors built to accommodate trucks and drayage equipment, located at the façade and/or rear of the building
- Interior open spaces designed for storage of products, goods, materials, etc.
- Interior of buildings is usually unfinished with exposed brick perimeter walls and wood beamed ceilings but is sometimes finished with plastered walls and ceilings

The North Western Cold Storage Warehouse retains a high degree of architectural integrity and meets nearly all of the features and above-mentioned registration requirements as a fine example of the building type “industrial/commercial warehouses” defined in the MPD.

George Keith and Harold Whitehouse, Architects

The North Western Cold Storage Warehouse is architecturally significant under Category C as a product of prominent Spokane architects George Keith and Harold Whitehouse. As young architects, Keith and Whitehouse partnered for three short years from 1908 to 1911, and called their architectural firm Keith & Whitehouse Architects. Both George

¹⁸ Ibid, p.6 & 7:9.

¹⁹ Yeomans.

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Keith and Harold Whitehouse were successful Spokane architects whose designs and building expertise is lasting and celebrated today. The lightly embellished but solidly constructed North Western Cold Storage Warehouse is one lasting tangible example and reminder of their architectural excellence.

George Keith (1878 - ?)

Not much is known about George Keith. He worked in Spokane from 1907 to 1925, and was solely responsible for a home at 611 E. Indiana Avenue, the Morgan House at 242 E. Manito Place, the Hutton House at 2206 E. 17th Avenue, the Riblet Mansion (Arbor Crest), and the Manito Masonic Temple at 27th & Grand Boulevard in Spokane. Together from 1908 to 1911, partners Keith and Whitehouse designed the F. Lewis Clark House at 711 W. Shoshone, the Wilson House at 128 W. Sumner Avenue, and homes at 1211 W. Wall Street and 1308 S. Grove Street. Most of their work was dedicated to residential designs but an industrial design for which they were responsible was the North Western Cold Storage Warehouse in 1910.²⁰ There may be many more designs for which Keith alone and Keith & Whitehouse Architects were responsible but they remain unknown at this time.

Harold Whitehouse (1884-1974)

One of the most successful and prolific architects in Spokane, Harold Whitehouse designed more than a thousand houses, buildings, and structures in the area. He was educated at the Boston Art Club and Cornell University, and studied Gothic architecture in Europe. After George Keith, Whitehouse partnered with Ernest Price from 1914 to Price's retirement in 1964. Harold Whitehouse's extensive travel and study allowed him to design some of his most celebrated achievements in Spokane, including the Hutton Settlement (orphanage built 1919), the City Ramp Garage (built 1928), and St. John's Episcopal Cathedral (built 1925-1954). Designs attributed to Whitehouse alone and to Whitehouse & Price were extensive and include hundreds of single-family homes, multi-family apartments, college and university sorority and fraternity houses, commercial buildings, industrial warehouses, schools, and churches (for which Whitehouse was particularly fond) throughout Washington, Idaho, Montana, and Oregon. Sally B. Woodbridge wrote a book called, *Building Through Time: The Life of Harold C. Whitehouse, 1884-1974*, and gave a list of jobs completed by Whitehouse alone and by Whitehouse & Price. After entering more than 2,400 commissions, Woodbridge exclaimed "this list testifies to the breadth of practice of this long-lived firm."²¹

²⁰ Woo.

²¹ Woodbridge, Sally B. *Building Through Time: The Life of Harold C. Whitehouse, 1884-1974*. American Lives Endowment, 1981.

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2015 south façade of North Western Cold Storage Warehouse (far left)



South façade in 2015

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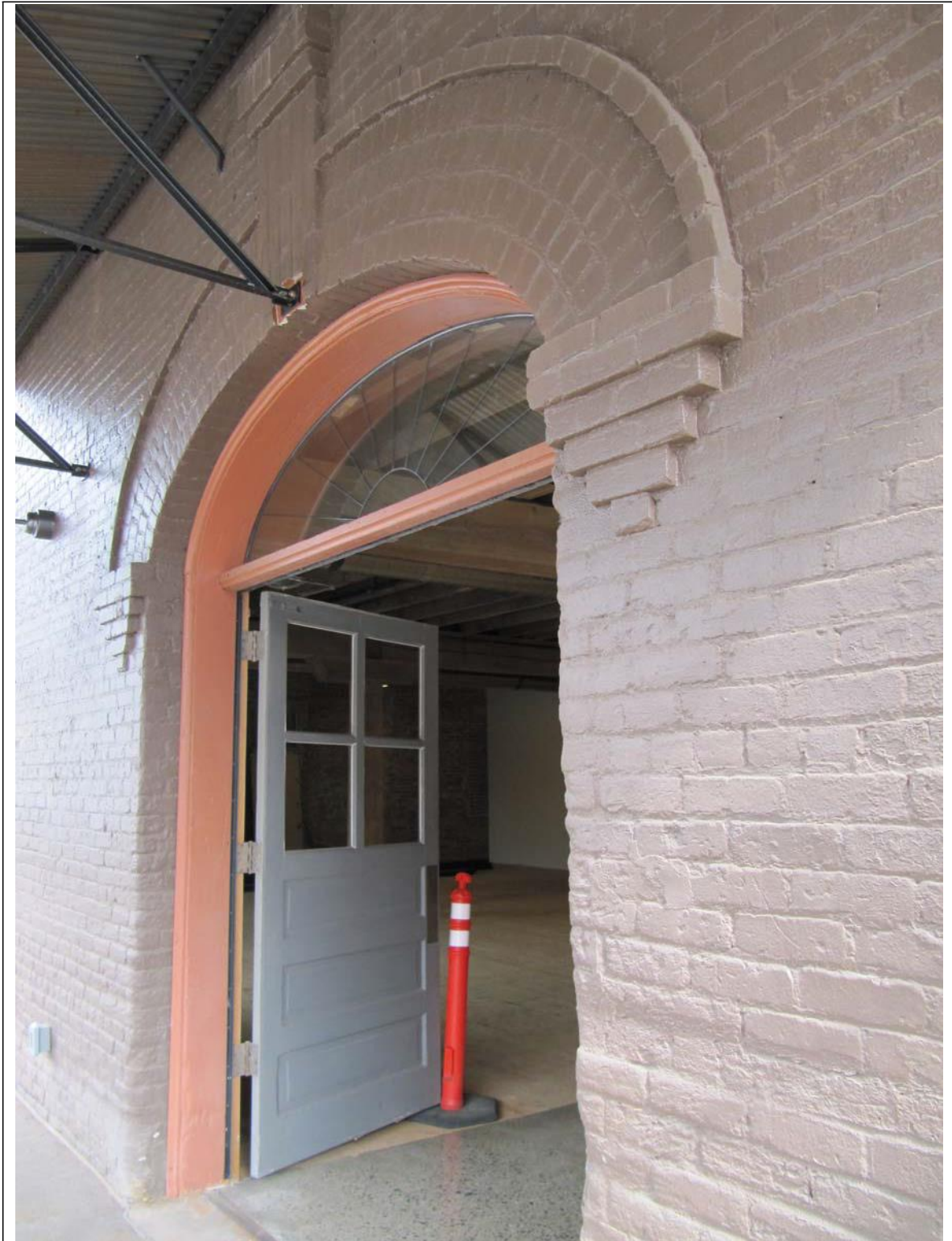
South façade in 2015, looking west from front door at loading dock

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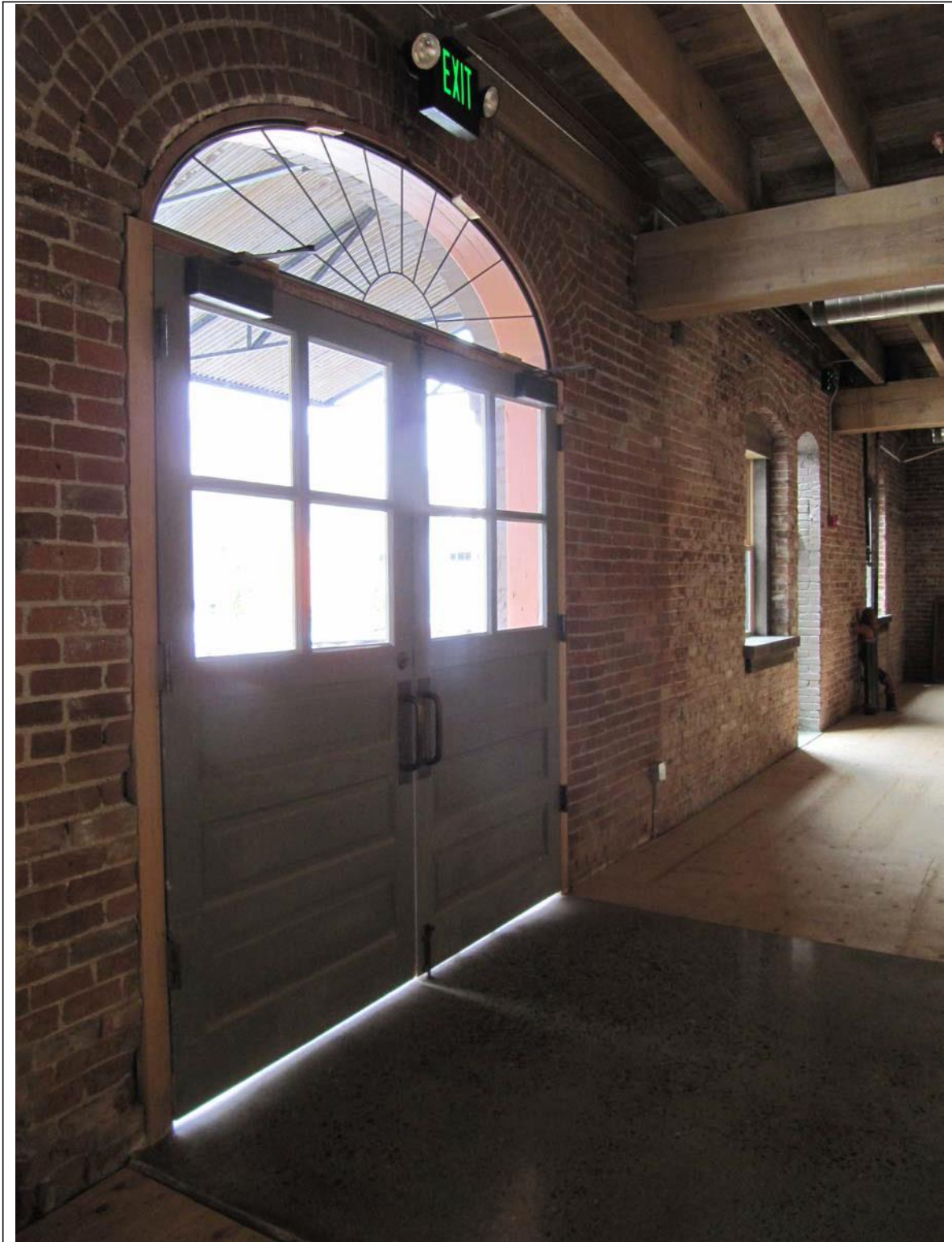
South façade in 2015, looking east from front door at loading dock

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NORTH WESTERN COLD STORAGE WAREHOUSE



Front doors at south façade in 2015

Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE



Front doors from inside warehouse, first floor in 2015

Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE



First floor in 2015, looking south at front door



First floor in 2015, looking southeast

Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE



First floor, looking southwest in 2015



First floor, looking at front door and southwest corner in 2015

Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE



First floor, looking southeast at front door in 2015



First floor, looking east in 2015

Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE



First floor, looking northeast in 2015



First floor, looking north at rear of building in 2015

Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE



First floor, looking northwest in 2015

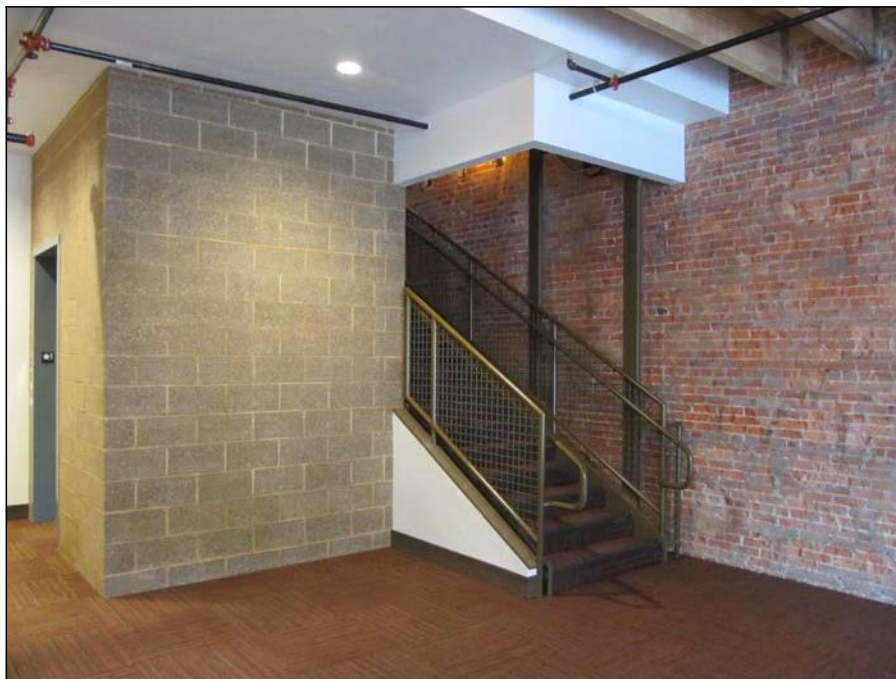


First floor, looking southwest in 2015

Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE



First floor, southeast entrance in 2015



First floor stairs in lobby, looking northeast in 2015

Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE



Basement, looking south in 2015



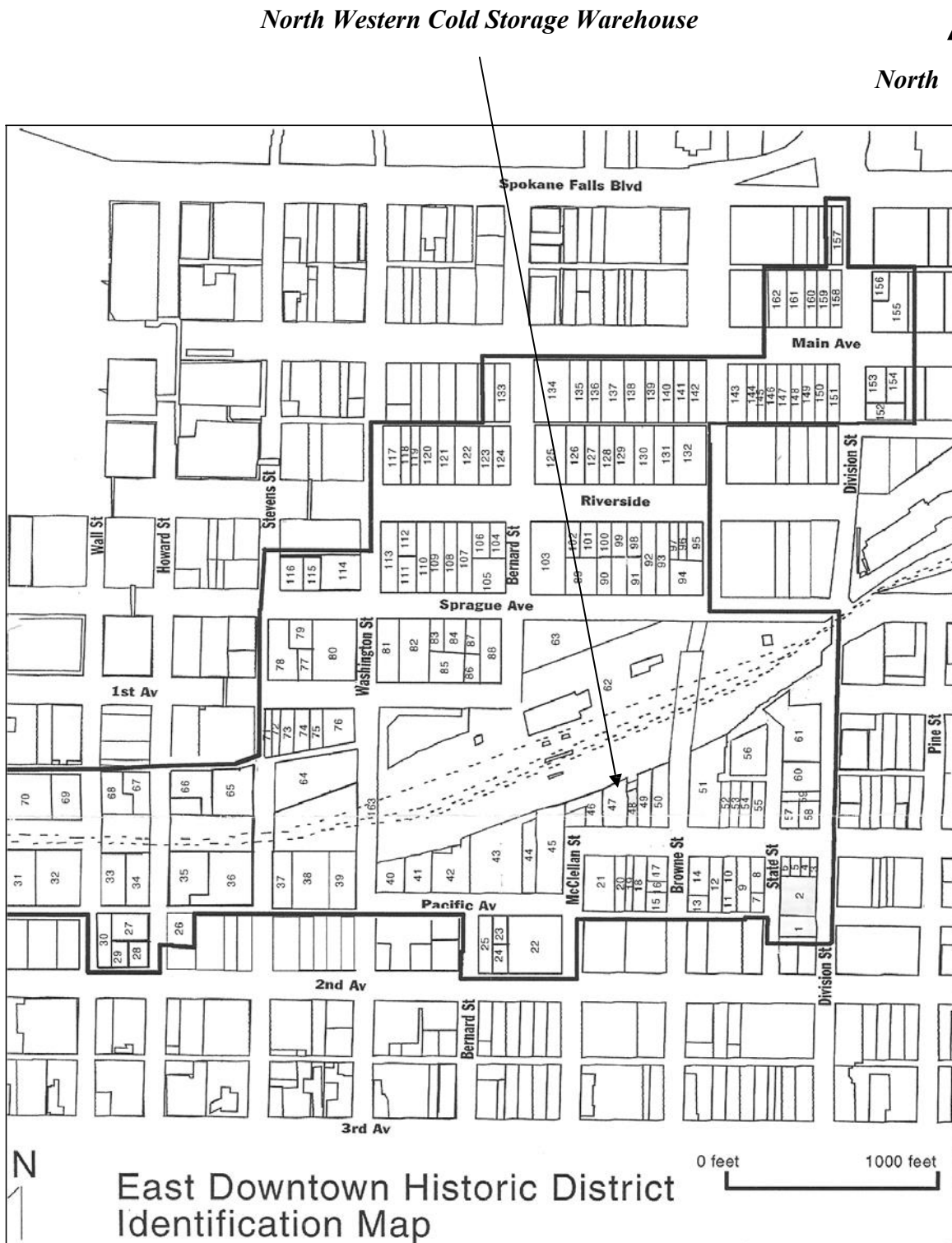
Basement, looking north to garage door that opens to driveway at rear of property

Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE

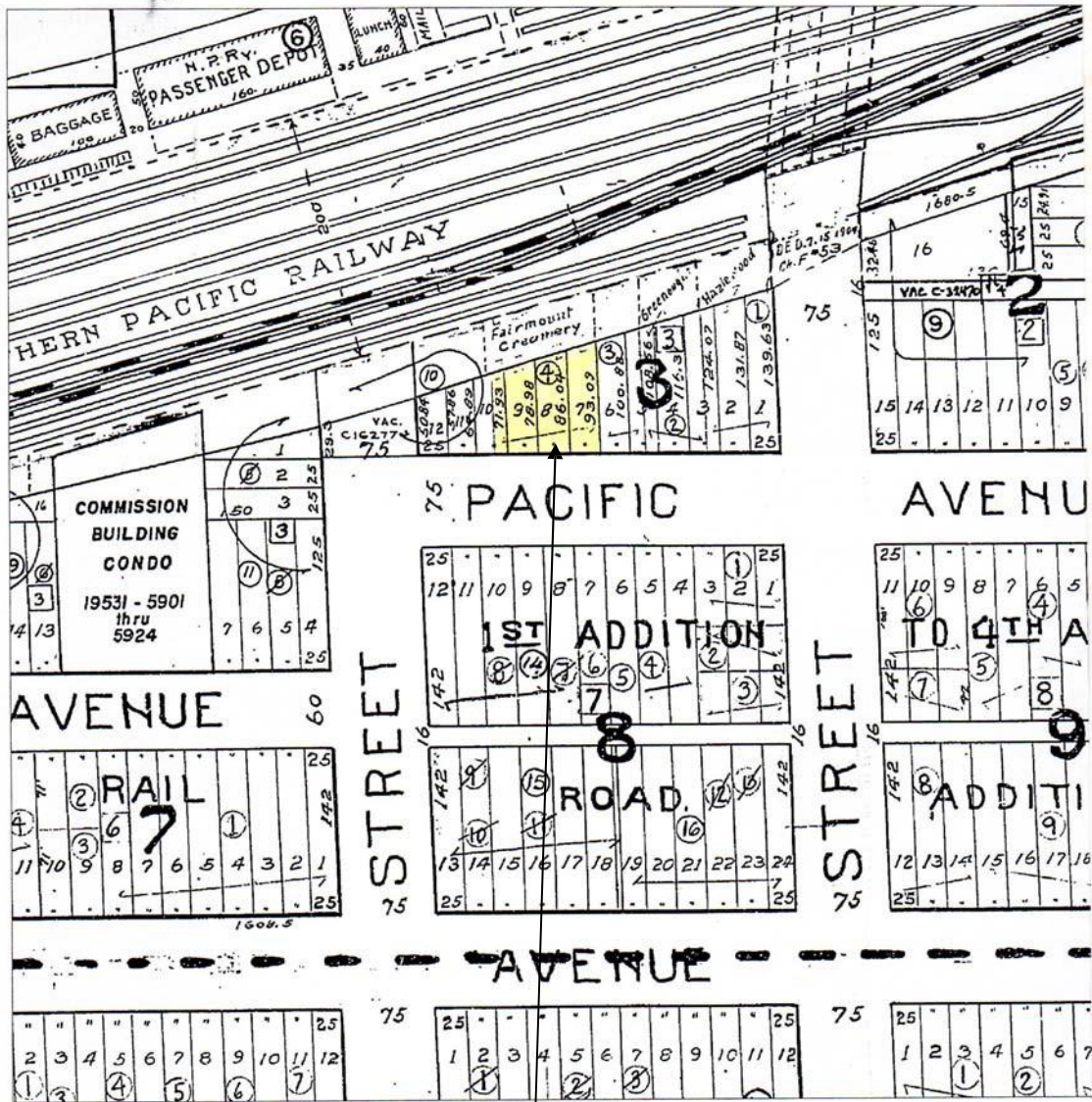


Rear north wall of building in 2015, looking west and east

Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE



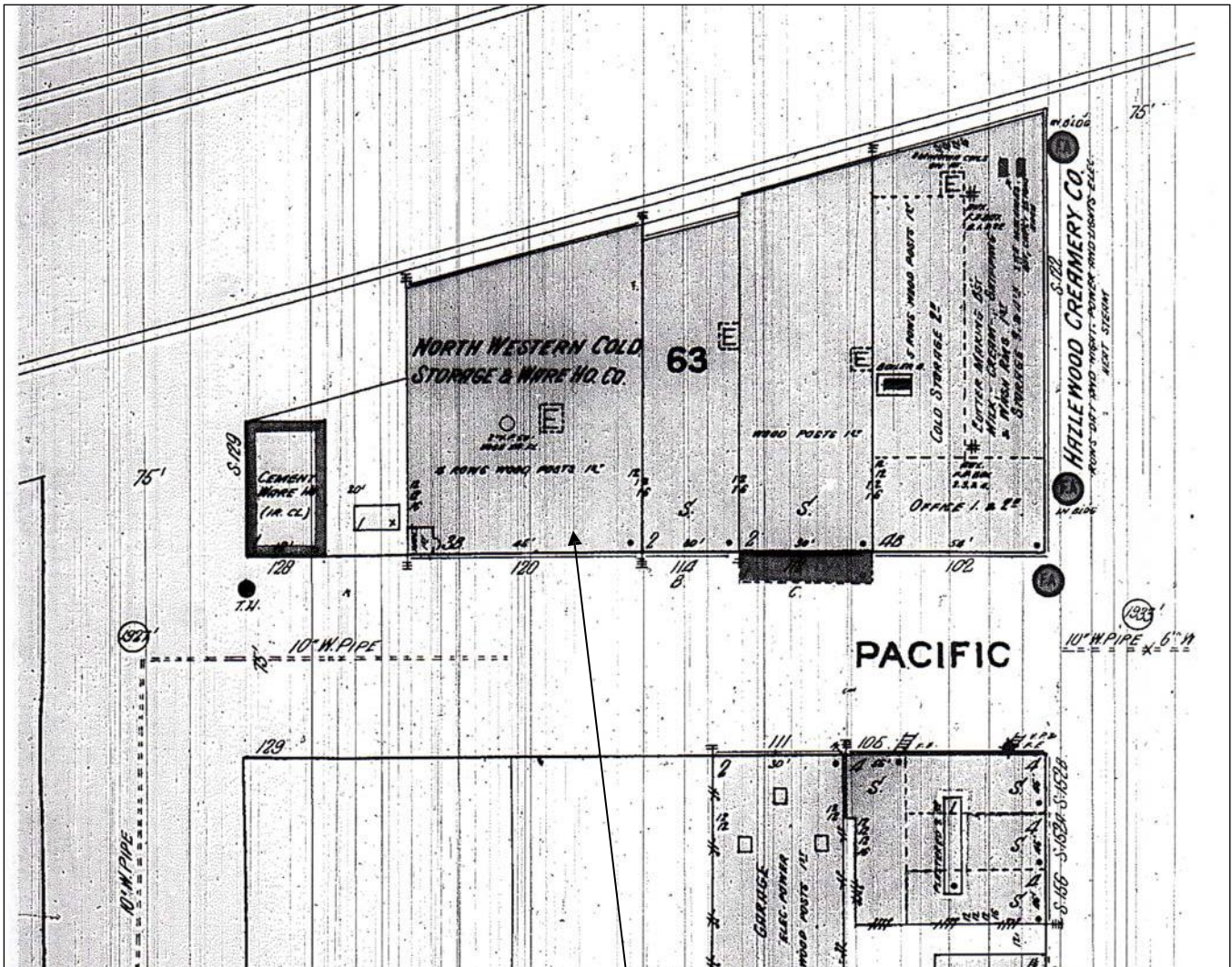
Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE



North Western Cold Storage Warehouse



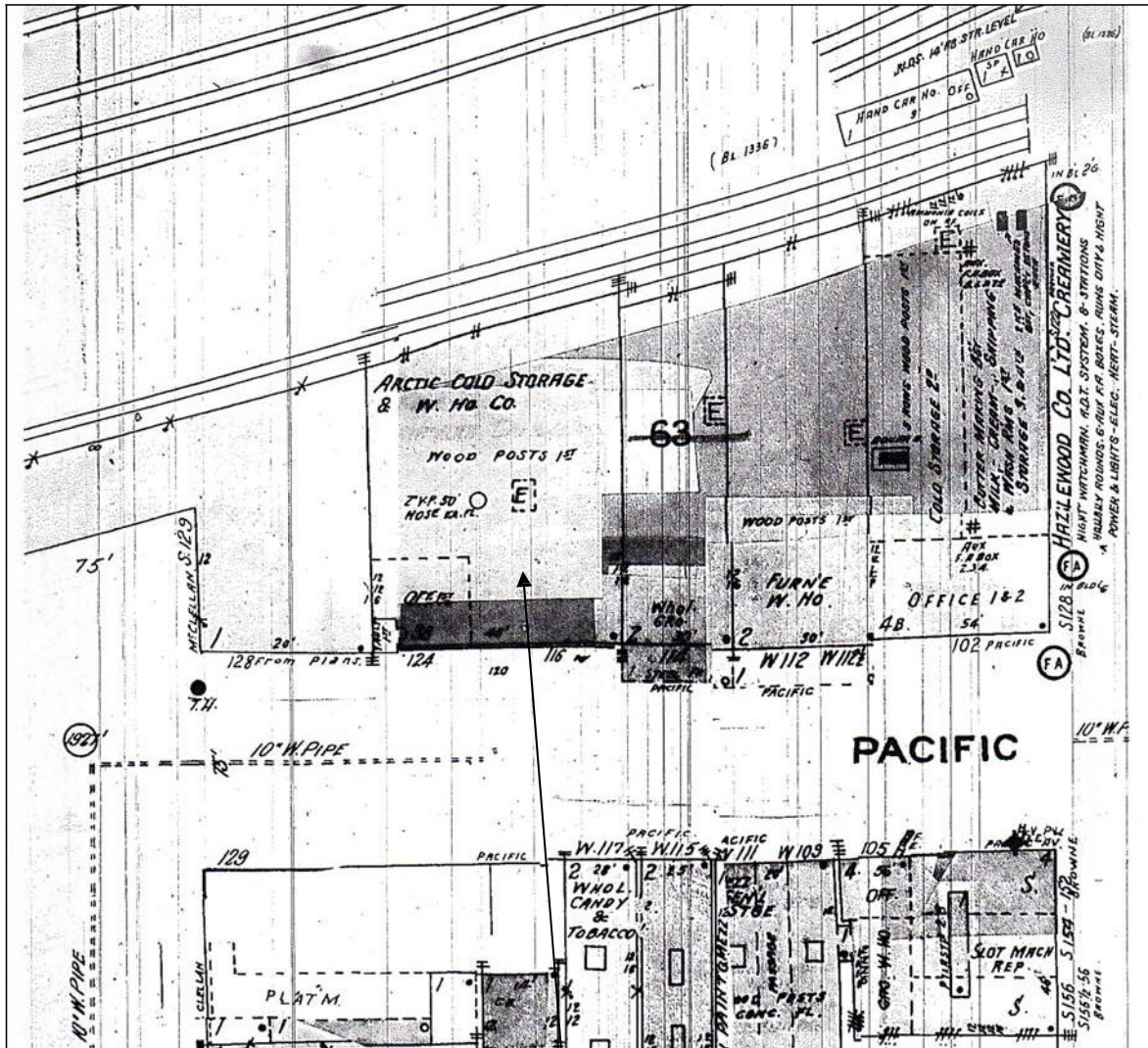
Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE



North Western Cold Storage Warehouse in 1910



Spokane City/County Register of Historic Places Nomination
NORTH WESTERN COLD STORAGE WAREHOUSE



North Western Cold Storage Warehouse in 1953
Source: Sanborn Fire Insurance Map

North ↑

START NEW STORAGE.

Walter A. Brown, of Bismarck, N. D., has decided to move to Spokane, Wash., on or about June 20th. He has been there for some time organizing the Northwestern Cold Storage & Warehouse Company to do a general cold storage business. They will erect a plant with a storage capacity of 650 cars to handle butter, eggs, cheese, apples and other perishable fruits and produce. They will probably establish branch houses at other places.

Poultry Processing & Marketing, Volume 16.
"Start New Storage." 1910.



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/28/2015
Clerk's File #	OPR 2015-0682
Renews #	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	DAVE STEELE 625-6064	Project #	2005264
Contact E-Mail	DSTEELE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 15837
Agenda Item Name	5900 - PURCHASE & SALE AGREEMENT - BNSF		

Agenda Wording

Purchase and Sale Agreement with BNSF c/o Jones Lang LaSalle Brokerage, Inc., for the acquisition of real property in the vicinity of 109 North Erie St. and 220 North Erie St. for an amount not to exceed \$194,129.00 plus associated closing costs.

Summary (Background)

As part of the Right of Way necessary for the construction of the Martin Luther King Street extension the City is acquiring property rights from BNSF. These include fee acquisitions as well as temporary easements and the release of revisionary rights. The properties being acquired are currently BNSF Railroad ROW and have no addresses but lie in the vicinity of 109 North Erie Street and 220 North Erie Street.

Fiscal Impact		Budget Account	
Expense	\$ 213,541.90	#	3200 94997 95200 56102 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 8/10/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	dsteele@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		jahensley@spokanecity.org	

BNSF RAILWAY COMPANY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (“**Agreement**”) is entered into as of the Effective Date (defined below) between **CITY OF SPOKANE** (“**Buyer**”) and **BNSF RAILWAY COMPANY** (“**Seller**”). This Agreement shall not be binding upon either party unless and until both parties have executed and delivered this Agreement. The submission of this document by Seller to Buyer shall not constitute an offer to sell by Seller.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

GENERAL TERMS AND DEFINITIONS

1. The following terms shall have the meanings set forth below:

Closing. The consummation of the transaction contemplated by this Agreement, which shall be deemed to have occurred when both parties have delivered the items contemplated in Section 4 of this Agreement.

Closing Date Notwithstanding, anything herein, this sale shall close within five (5) days after end of Buyer’s Review Period. Seller shall have the right to extend the closing up to ninety (90) days, at Seller’s sole judgment.

Earnest Money The cash sum of Nineteen Thousand Four Hundred Dollars and no/100 (\$19,400.00) made payable to The Bank of New York Mellon.

Effective Date The date of Seller’s execution of this Agreement as indicated below Seller’s signature hereto.

Property That parcel of land situated in or near the City of Spokane, County of Spokane and State of Washington, shown hatched black on map marked Exhibit A dated December 3, 2014 and revised May 18, 2015 attached hereto and made a part hereof, subject to revision as set forth below in Section 3.

Purchase Price The sum of One Hundred Ninety Four Thousand One Hundred Twenty Nine Dollars and no/100 (\$194,129.00).

Review Period The period commencing on the Effective Date and expiring at 5:00 p.m. central time on the date that is five (5) days after the Effective Date.

PURCHASE AND SALE

2. (a) Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept from Seller, for the Purchase Price, all of Seller’s right, title and interest (if any), in and to the Property.

(b) Seller may assign its rights (but not its obligations) under this Agreement to Goldfinch Exchange Company LLC, (Goldfinch) an exchange intermediary, in order for Seller to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Seller shall provide Buyer with a Notice of Assignment, attached as Exhibit B, and Buyer shall execute an acknowledgement of receipt of such notice. Buyer may also assign its rights (but not its obligations) under this Agreement to an exchange intermediary in order for Buyer to effect an exchange under Section 1031 of the Internal of Revenue Code.

(c) Upon submission by Buyer to Seller of this Agreement signed by Buyer, Buyer shall deposit the Earnest Money with Goldfinch as escrow agent. Goldfinch shall hold the Earnest Money in escrow pursuant to the terms and conditions of this Agreement. The Earnest Money shall be refunded to Buyer if this Agreement is not executed and delivered by Seller within forty five (45) days after the date Buyer delivers this agreement fully executed by Buyer and deposits the Earnest Money. Buyer shall not be entitled to any interest on the Earnest Money held by Goldfinch pursuant to this Agreement. Buyer acknowledges that receipt by Goldfinch of the Earnest Money shall not constitute acceptance of this Agreement or Buyer's offer provided, however, that Goldfinch shall return the Earnest Money to Buyer if Seller does not execute and deliver this Agreement within forty-five (45) days after Buyer deposits the Earnest Money. Goldfinch shall deliver the Earnest Money to the party entitled thereto pursuant to this Agreement, provided, however if there is a dispute between Buyer and Seller as to who is so entitled, Goldfinch may deposit the Earnest Money with a court of competent jurisdiction pending resolution of such dispute.

(d) The balance of the Purchase Price shall be paid at Closing as provided below.

INSPECTION

3. (a) Seller will prepare a legal description of the Property and will forward such description to Buyer for Buyer's review. Buyer shall have ten (10) days following such delivery to notify Seller in writing if Buyer objects to such description. If Buyer does not so object then the description of the Property prepared by Seller shall be the definition of the Property for all purposes under this Agreement. If Buyer does so object then Buyer shall cause to be prepared a survey of the Property certified to Seller, Buyer and such other parties as Buyer may choose showing the boundaries of the Property and any improvements located thereon (the "**Survey**"). If Seller does not agree that the description of the Property contained on the Survey is the Property Seller wishes to sell or otherwise objects to the Survey then Seller may terminate this Agreement by written notice to Buyer in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If Seller agrees in writing that the Survey description is accurate then the description thereon shall be the definition of the Property for all purposes under this Agreement. In the event a city, county, or other governing authority where the Property is located (a "**Municipality**") requires a survey or plat to convey the Property (a "**Plat**"), the Buyer shall obtain, at Buyer's sole cost and expense, such Plat and the approval of such Municipality. Seller's obligations hereunder are conditioned upon Seller's approval of the Plat approved by the Municipality. Buyer shall provide the proposed Plat to Seller prior to submission to the Municipality and prior to the expiration of the Review Period.

(b) Buyer shall have until the end of the Review Period to examine title to the Property. If Buyer elects to obtain a title commitment for the Property Buyer may deliver to Seller no later than the expiration of the Review Period written notice of any objections to the status of title other than: (i) matters related to Seller ownership interest being the product of the Northern Pacific Railway Company Land Grant Act of 1864, (ii) and other usual exceptions contained in title commitment and the matters to which sale is subject by the terms hereof, or matters reflected on the Survey that Buyer may have together with a copy of such title

commitment, Survey and all matters referenced therein. Seller shall have no obligation to cure any such objection. If Seller notifies Buyer in writing that Seller will cure any such objection Seller (a) shall make good faith efforts to cure such matter by the Closing Date and if not cured by such date Buyer may terminate this Agreement in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination, and (b) may effect such cure by causing the title company issuing the title commitment to remove such matter as an exception from coverage by paying additional premium therefor or otherwise. If Seller at any time notifies Buyer in writing that Seller is not willing or able to cure any of the such objections (including those which Seller has previously endeavored to cure) then Buyer or Seller may terminate this Agreement by written notice to the other delivered within five (5) days after Seller so notifies Buyer that Seller is unwilling or unable to cure such objection. In the event of such termination, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If this Agreement is not so terminated, the parties shall proceed to Closing according to the remaining provisions of this Agreement.

(c) Prior to any entry upon the Property by Buyer, the surveyor preparing the Survey or other individuals on behalf of Buyer, Buyer shall execute and deliver to Seller an Entry and Confidentiality Agreement in the form attached hereto as Exhibit C and incorporated herein (the “**Entry Agreement**”). The terms and provisions of the Entry Agreement are incorporated herein, shall survive the Closing, shall not be merged into the Deed or any document delivered at Closing and shall survive any termination of this Agreement. Any breach by Buyer of its obligations under the Entry Agreement shall be deemed a breach by Buyer under this Agreement. Notwithstanding anything in this Agreement to the contrary, including the provisions of Section 6(a), nothing in this Agreement or the exercise of any remedy by Seller under this Agreement shall limit or affect in any manner any remedy available to Seller under the Entry Agreement in the event of a breach of Buyer’s obligations under the Entry Agreement.

(d) Notwithstanding the foregoing provisions of Section 3(b), Buyer shall not be entitled to object to any judgment against Seller which may appear of record as a lien against the Property. Seller shall pay such lien if and when it is judicially determined to be valid, and Seller hereby indemnifies the Buyer for all loss arising out of Seller's failure to have a judgment lien so settled and satisfied. Notwithstanding the foregoing provisions of Section 3(b).

(e) Buyer shall not be entitled to object to the lien of any of Seller’s mortgages. Seller shall deliver to Buyer, who shall place of record, good and sufficient releases of the liens of any mortgages on the Property securing indebtedness to which Seller is obligated to pay within one hundred eighty (180) days after the first meeting of Seller's Executive Committee held after the Closing. In the event Seller shall be unable to obtain said releases for any reason, Seller shall have the right to repurchase the Property from Buyer for the Purchase Price and Buyer shall reconvey the Property to Seller free and clear of defects or objections arising after the Effective Date upon which this Agreement shall terminate and neither party shall have any further rights or obligations hereunder except those that expressly survive termination

CLOSING

4. (a) Subject to the terms of this Agreement, the Closing shall occur on the Closing Date. On or before the Closing Date Buyer shall (1) pay the Purchase Price, less the Earnest Money to Seller in cash, by certified check made payable to The Bank of New York Mellon or by wire transfer to Seller's account as designated by Seller and the Earnest Money shall become the property of Seller and no longer subject to the terms of this Agreement, and (2) such other affidavits or certificates as is reasonably necessary or customary to consummate the transaction. After Buyer has delivered the foregoing items, Seller shall

deliver to Buyer (1) a Quitclaim Deed in recordable form, subject to all matters of record and restating the exceptions and reservations set forth in Section 8 (the "**Deed**") conveying to Buyer Seller's interest, if any, in and to the Property, (2) counterparts of the Exchange Assignment, and (3) such other affidavits and certificates as is reasonably necessary or customary to consummate the transaction in form and substance acceptable to Seller.

PRORATIONS AND CLOSING COSTS

5. (a) Real estate taxes and assessments payable or paid in the year of Closing shall be prorated by Seller and Buyer as of the Closing Date on the basis of the most recent ascertainable taxes assessed against the Property. If the Property is not separately assessed for tax purposes then there shall be no proration of taxes between Buyer and Seller, the parties shall cooperate post-Closing to cause the Property to be separately assessed and each party shall indemnify the other for any failure to pay real estate taxes and assessments due with respect to the properties constituting the tax parcel to which the Property is a part. Notwithstanding the foregoing, there shall be no proration for taxes to the extent the payment of same has been assumed by a tenant under an existing lease to be assigned to Buyer. All outstanding assessments on the Property levied or due in the year of Closing and afterward shall be paid by Buyer.

(b) The parties shall cooperate so that utilities serving the Property that are not the responsibility of a tenant under a lease to be assigned to Buyer at Closing, to the extent feasible, shall be switched into the name of Buyer as of the Closing Date, so that a final statement can be issued to Seller for the billing period ending on the Closing Date, and so that the first day of the first billing cycle in Buyer's name can begin on the Closing Date. If, however, the final statement covering the final period of ownership by Seller also includes periods of ownership by Buyer, Buyer shall pay Seller at Closing the amount attributable to Buyer's period of ownership. Buyer shall be responsible to pay all utilities serving the Property due after Closing.

(c) Buyer shall pay all closing costs associated with Closing including, but not limited to, any escrow fees, documentary stamps and other recording costs associated with this transaction, excise taxes, the cost of any state, county or local transfer taxes, the cost of the Survey, and the costs associated with any title insurance obtained by Buyer.

(d) If any real estate broker or agent can establish a valid claim for commission or other compensation as a result of Buyer having used their services in connection with the purchase of the Property, all such commission or other compensation shall be paid by Buyer. Seller shall not be liable for any real estate commissions or finders fees to any party with respect to the sale of the Property, except amounts due to Jones Lang LaSalle Brokerage Inc. ("**Broker**") pursuant to a separate agreement. Buyer acknowledges that Broker has advised, and hereby advises, Buyer that the Broker is acting as on behalf of the Seller, with the duty to represent Seller's interest, and Broker is not the agent of the Buyer. If a policy of title insurance is to be obtained, Buyer should obtain a commitment for title insurance which should be examined prior to closing by an attorney of Buyer's choice. Prior to the execution of this Agreement, Broker has advised and hereby advises the principals of this transaction, that this Agreement is binding on them, and the principals hereby acknowledge that they have been so advised. Broker has no authority to execute any document on behalf of Seller, make representations on behalf of Seller or bind Seller in any manner.

(e) The obligations of the parties in this Section 5, to the extent incurred, shall survive any termination of this Agreement.

DEFAULT AND REMEDIES

6. (a) In the event of a default by Buyer under the terms of this Agreement, Seller's sole and exclusive remedies shall be: (a) terminate this Agreement whereupon the parties shall have no further obligations hereunder except those that expressly survive termination, or (b) waive such default and proceed Closing, or (c) obtain specific performance of this Agreement. If Seller terminates this Agreement as provided in the previous sentence Seller shall be entitled to retain the Earnest Money. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Seller may have at law or in equity for Buyer's default or breach of any obligation hereunder to be performed by Buyer after Closing. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as liquidated damages.

(b) In the event of a default by Seller under the terms of this Agreement, Buyer's sole and exclusive remedies hereunder shall be to terminate this Agreement and receive a refund of the Earnest Money plus an additional amount from Seller not to exceed ten percent of the Purchase Price equal to the out-of-pocket expenses (including attorneys' fees) incurred by Buyer in connection with this Agreement as evidenced by copies of third party invoices delivered to Seller. Upon such termination and the payment of such sums by Seller the parties shall have no further obligations hereunder except those that expressly survive termination. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Buyer may have at law or in equity for Seller's default or breach of any obligation hereunder to be performed by Seller after Closing.

NATURE OF SALE

7. Buyer has been allowed to make an inspection of the Property. **BUYER IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the **"Condition of the Property"**). Buyer represents and warrants to Seller that Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, the manager of the Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Buyer's inspection and indemnifies, holds harmless and hereby waives, releases and discharges forever Seller and Seller's officers, directors, shareholders, employees and agents (collectively, **"Indemnitees"**) from any and all present or future claims or demands, and any and all damages, Losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort or asserting a constitutional claim) costs and expenses (including,

without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown, arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, restoration or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Seller remaining property or the operations or business of the Seller on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for or related to injury or death of any person, (d) Losses for or related to injury or damage to animal or plant life, natural resources or the environment, and (e) Losses arising under any Environmental Law enacted after transfer. The rights of Seller under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Buyer to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any Hazardous Substances on the Property. The term "**Environmental Law**" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law relating in any way to human health, occupational safety, natural resources, plant or animal life or the environment, including without limitation, principles of common law and equity, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. The term "**Hazardous Substance**" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions. The provisions of this Section 7 shall be binding on Buyer, and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land.

RESERVATIONS

8. The obligations in this Section 8 shall be binding upon Buyer and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land benefiting Seller and Seller's successors and assigns. For purposes of this Section 8, Grantor shall mean Seller and Grantee shall mean Buyer. Buyer may object to the reservations set forth in Section 8(a) below in accordance with the provision of Section 3 and if Seller is unwilling or unable to cure such objection either party may terminate this Agreement as set forth in Section 3.

(a) Grantee's interest shall be subject to the rights and interests of Grantor, Grantor's licensees, permittees and other third parties in and to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Grantor, Grantor's licensees, permittees or other third parties and whether or not of public record. Grantor shall have a perpetual easement on the Property for the use of such existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements by Grantor and Grantor's licensees, permittees and customers. Grantor shall have a non-exclusive easement for the construction, maintenance and operation of one or more pipelines or fiber optic lines and any and all communications facilities as may be located in the future on the Property within 60 feet of the center line of any Main Track on or adjacent to the Property and as may be presently located on the Property.

(b) Grantee's interest shall be subject to a reservation to Grantor of all coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature including sand and gravel underlying the surface of the Property, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which

will not damage structures on the surface of the Property, together with the right of access at all times to exercise said rights.

(c) Any improvements constructed or altered on the Property after the date Grantor quitclaims it's interest to Grantee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of Grantor's railroad tracks on nearby property

(d) Buyer acknowledges that Seller, as successor in interest to the Northern Pacific Railway Company, acquired a determinable ownership interest in the Property from the United States of America, pursuant to Section 2 of the Northern Pacific Land Grant Act of 1864 and Buyer agrees to the conditions and limitations imposed by this Northern Pacific Land Grant Act.

(e) For 99 years after the Closing Date, Grantee covenants and agrees that the Property shall be used solely for non-residential purposes and that the groundwater will not be used for drinking water or irrigation purposes.

REPRESENTATIONS

9. Buyer represents and warrants to Seller that if Buyer is other than a natural person or persons that it is a validly formed municipal corporation under the laws of the State of Washington; that it is in good standing in the state of its organization and in the state in which the Property is located; that it has all requisite authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Buyer are duly authorized to so do. Buyer represents and warrants to Seller that it is not subject to any bankruptcy proceeding. Seller represents and warrants to Buyer that it is a validly formed corporation under the laws of the State of Delaware; that it is in good standing in the state of its organization and in the state in which the Property is located; that it is not subject to any bankruptcy proceeding; that it has all requisite corporate authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Seller are duly authorized to so do. It shall be a condition of each party's obligations to Close this transaction that the representations and warranties of the other party contained herein are true and accurate as of Closing, provided, however that if one party waives such condition by proceeding to Close with knowledge that any of the second party's representations or warranties are inaccurate, the second party shall have no liability with respect to such inaccuracy known by the first party.

MISCELLANEOUS

10. (a) Any notice under this Agreement must be written. Notices must be either (i) hand-delivered; (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient; (iii) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received. All notices shall be addressed to the address of the recipient indicated below the signature of such party below. Either party may change its address for notice by proper notice to the other party.

(b) If the approval of any governmental agency is required for the sale of Seller's interest (if any) in the Property, it is understood and agreed that Seller's obligations under this Agreement are conditioned upon obtaining such approval and that both parties shall use good faith efforts to obtain such approval. If

such approval cannot be obtained by the Closing Date, Seller may elect to extend the Closing Date to a date no later than ninety (90) days after the original Closing Date. In the event said approval cannot be obtained by such extended date, either party may terminate this Agreement without liability to the other, except that the Earnest Money shall be refunded to Buyer and thereafter neither party shall have any obligation hereunder except those that expressly survive termination.

(c) Nothing in this Agreement shall prevent Seller from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

(d) If, prior to Closing, the Property or any portion thereof is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain to any extent whatsoever then either party may terminate this Agreement by written notice to the other within thirty (30) days after notice of such fact (but in any event prior to Closing). If so terminated, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligations hereunder except those that expressly survive termination. If not so terminated the parties shall proceed with the Closing.

(e) Time is of the essence of each of the party's respective obligations under this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

(f) This Agreement and, to the extent executed, the Entry Agreement, contains the entire Agreement between Seller and Buyer with respect to the Property. Oral statements or prior written matters not specifically incorporated into this Agreement are superceded hereby. No variation, modification, or change to this Agreement or the Entry Agreement shall bind either party unless set forth in a document signed by both parties. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement. The captions above the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Each party has had the opportunity to have counsel review this Agreement and the Entry Agreement and, therefore, no rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement, the Entry Agreement or any closing document. This Agreement and the Entry Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute the same Agreement. This Agreement and the Entry Agreement are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the Entry Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement and the Entry Agreement (to the extent executed) shall continue in full force and effect, but without giving effect to such term or provision.

(g) Buyer may not assign its interest in this Agreement or the Entry Agreement without Seller's prior written consent. The provisions of this Agreement and, to the extent executed, the Entry Agreement, shall bind Seller, the Buyer, and their heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Seller, the Buyer and their heirs, executors, administrators, permitted successors and assigns. If Buyer is more than one person or entity, Buyer's obligations under this Agreement and, to the extent executed, the Entry Agreement, shall be joint and several.

(h) This Agreement relates only to land. Unless otherwise herein provided, any conveyance shall exclude Seller's railroad tracks and appurtenances thereto, Seller's buildings and any other improvements on the Property, all of which may be removed by Seller within 90 days following conveyance of the Property, and if not removed, shall be deemed abandoned by the Seller without obligation on the Seller's part and shall thereafter be and become the Property of the Buyer in place. Notwithstanding the

foregoing, Seller shall not have to remove any improvements or fixtures for which an easement has been reserved hereunder or in the deed.

(i) Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder. Seller shall, upon request of Buyer, complete an affidavit to this effect and deliver it to Buyer on or before closing of said sale.

(j) The provisions of Sections 5-8 and Section 10 of this Agreement shall survive Closing and shall not be merged into the Deed or any other document delivered at Closing. The provisions of Section 9 of this Agreement shall survive Closing for a period of one year and shall not be merged into the Deed or any other document delivered at Closing. Nothing in this section shall alter any requirement in any other Section of this Agreement for the provisions of such section to be incorporated into the Deed, such as Sections 7 and 8.

(k) If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and discovery or investigation expenses in addition to any other relief to which that party may be entitled.

(l) SELLER AND BUYER IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

ADMINISTRATIVE FEE

11. Buyer acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Buyer and Seller, that the Buyer shall pay upon return of this Agreement signed by Buyer to Seller's Broker a processing fee in the amount of \$2,000.00 over and above the agreed upon Purchase Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement to be effective as of the Effective Date.

BUYER:

CITY OF SPOKANE

By:_____

Print Name:_____

Title:_____

Buyer's Address:

Attn:_____

Fax:_____

Phone:_____

Buyer's SSN or EIN:_____

SELLER:

BNSF RAILWAY COMPANY

By:_____

Print Name:_____

Title:_____

Seller's Address:

c/o Jones Lang LaSalle Brokerage, Inc.

4300 Amon Carter Blvd. Suite 100

Fort Worth, Texas 76155

Attn: Title and Escrow

Fax: 817-306-8129

Phone: 817-230-2600

Date of Seller's Execution (Effective Date)

EXHIBIT A

[Attach Map showing Property cross-hatched in black]

EXHIBIT “B”

NOTICE OF ASSIGNMENT

Goldfinch Exchange Company LLC

A Delaware limited liability company

40 Lake Bellevue Drive, Suite 275

Bellevue, WA 98005

425-646-4020

425-637-2873 fax

NOTICE OF ASSIGNMENT

TO: CITY OF SPOKANE

and any assignees or exchange intermediaries of Buyer

You and BNSF Railway Company (“BNSF”) have entered into the Real Estate Purchase and Sale Agreement, dated _____ for the sale of the real property described therein. You are hereby notified that BNSF has assigned its rights as Seller, but not its obligations, to Goldfinch Exchange Company LLC for the purpose of effecting a tax deferred exchange under Internal Revenue Code Section 1031. This is an assignment of rights only and BNSF will deed the property directly to you.

ACKNOWLEDGED:

Buyer Name

EXHIBIT “C”

ENTRY AND CONFIDENTIALITY AGREEMENT

ENTRY AND CONFIDENTIALITY AGREEMENT

THIS ENTRY AND CONFIDENTIALITY AGREEMENT (“**Agreement**”) is made as of the Effective Date (defined below) by **BNSF RAILWAY COMPANY**, a Delaware corporation (“**Railroad**”) and _____ (“**Permittee**”).

WHEREAS, Permittee as Buyer and Railroad as Seller have entered into that certain Real Estate Purchase and Sale Agreement (the “**Sale Contract**”) dated as of _____ [Insert Effective Date of Purchase and Sale Agreement] concerning the property(ies) set forth therein (the “**Property**”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Sale Contract.

WHEREAS, in order to evaluate the acquisition of the Property, Permittee has requested access to the Property to inspect the condition of the Property.

WHEREAS, Railroad is willing to permit such access only on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. **RIGHT OF ENTRY.** In accordance with the provisions of this Agreement, Railroad hereby grants Permittee a non-exclusive, revocable license, subject to all rights, interests, and estates of third parties including, without limitation, any leases, licenses, easements, liens, or other encumbrances, to enter the Property for the purpose of inspecting the Property for said potential acquisition and for no other purpose or use.

2. **RESTRICTIONS CONCERNING ENTRY.**

(a) Permittee shall enter the Property only during normal business hours and may inspect the condition thereof and conduct such surveys and to make such engineering and other inspections, tests and studies as Permittee shall determine to be reasonably necessary, all at Permittee's sole cost and expense. Notwithstanding the foregoing, Permittee shall not conduct or allow any physically intrusive testing of, on or under the Property and under no circumstances shall Permittee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Property unless Permittee has obtained prior written approval from Railroad, which approval may be withheld in Railroad's sole discretion.

(b) Permittee agrees to give Railroad notice at least five (5) business days prior to any such entry, examinations or surveys and Railroad has the right to be present during any such entry, examination or survey. Such notice shall be made to Railroad's Roadmaster at _____ [fill in address and phone # of Roadmaster]. Permittee agrees to conduct all examinations and surveys of the Property in a manner that will not interfere with the operations or improvements of Railroad or other lessees, Permittees or license holders and in such a manner and not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Railroad, or the safe operation and activities of Railroad.

(c) Permittee shall comply with, and cause its agents to comply with, any and all laws, statutes, regulations, ordinances, rules, orders, common law, covenants or restrictions (“**Legal Requirements**”) applicable to the Property and their activities thereon and any and all safety requirements of Railroad and if ordered to cease any activities upon the Property by Railroad’s personnel Permittee shall immediately do so. Notwithstanding the foregoing right of Railroad, the parties agree that Railroad has no duty or obligation to monitor Permittee’s activities on the Property to determine the safe nature thereof, it being solely the Permittee’s responsibility to ensure that Permittee’s activities on the Property are safe. Neither the exercise nor failure by Railroad to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.

(d) Permittee shall not harm or damage the Property or cause any claim adverse to Railroad.

(e) Permittee shall promptly reimburse Railroad for any additional costs/expenses incurred by Railroad in connection with such safety requirements (including, but not limited to, furnishing a flagman if Railroad determines that furnishing a flagman is necessary during any such examinations or surveys).

(f) Permittee shall not contact any governmental or quasi governmental authorities concerning the Property without Railroad’s prior written consent and Railroad shall have the right to be present during any such contacts.

(g) Permittee will not have more than 5 persons present on any individual Property at a one time. Any officer, employee, agent, contractor, consultant, lender, surveyor or attorney entering the Property on behalf of or at the direction of Permittee, shall be deemed agents of Permittee for purposes of this Agreement.

3. **TERM.** This Agreement shall commence on the date Railroad executes this Agreement as indicated below its signature (the “**Effective Date**”) and shall be in effect until the earlier of the date the Sale Contract is terminated pursuant to its terms, or the Closing Date. No expiration or termination of this Agreement shall release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events occurring prior to the date of termination or expiration.

4. **INSURANCE.** Permittee shall obtain and maintain the insurance required below:

A. **Commercial General Liability Insurance.** This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$ 2,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

B. **Business Automobile Insurance.** This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
 - ◆ Any and all vehicles owned, used or hired
- C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
- ◆ Permittee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

Other Requirements:

Permittee agrees to waive its right of recovery against Railroad and Indemnities (defined below) for all Liabilities (defined below) that could be insured against by the insurance required to be maintained hereby. In addition, its insurers, through the terms of the policy or policy endorsement, must waive their right of subrogation against Railroad for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Permittee further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under Permittee's care, custody or control.

All policy(ies) required above (excluding Workers Compensation) shall include a severability of interest endorsement and Railroad [*and Jones Lang LaSalle Global Services, Inc.*] shall be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming Railroad [*and Jones Lang LaSalle Global Services, Inc.*] as additional insured shall be indicated on the certificate of insurance.

Prior to commencing the Work or entering the property, Permittee shall furnish to Railroad an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Permittee will make available any required policy covering such claim or lawsuit.

Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Permittee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

For purposes of this section, **Railroad** shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

5. **COMPLETION OF INSPECTION.** Upon completion of any inspection by Permittee or its agents on the Property or upon the expiration or termination of this Agreement, whichever shall occur first, Permittee shall, at its sole cost and expense:

- (a) remove all of its equipment from the Property;
- (b) report any damage to the Property arising from, growing out of, or connected with Permittee's entry upon the Property and restore the Property to their condition immediately prior to such entry by Permittee or its agents;
- (c) remedy any unsafe conditions on the Property created by Permittee or its agents; and

6. **INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, PERMITTEE SHALL INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS RAILROAD AND RAILROAD'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

- (a) **ANY BREACH OF THIS AGREEMENT BY PERMITTEE INCLUDING, BUT NOT LIMITED TO, PERMITTEE'S OBLIGATION TO COMPLY AND CAUSE ITS AGENTS TO COMPLY WITH LEGAL REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, WORKERS' COMPENSATION AND CERCLA,**
- (b) **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT,**
- (c) **PERMITTEE'S OR ITS AGENTS ACTIVITIES UPON OR USE OF ANY OF THE PROPERTY, OR**
- (d) **ANY ACT OR OMISSION OF PERMITTEE OR PERMITTEE'S AGENTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,**

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH PERMITTEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

7. **CONFIDENTIALITY.** Except to the extent otherwise required by Legal Requirements, Permittee shall not disclose to any third parties any information Permittee discovers or obtains concerning the Property as a result of any inspections, surveys, tests or other activities conducted with respect to the Property ("**Confidential Information**") including, but not limited to, any oral, electronic or written information provided by Railroad or on Railroad's behalf. Notwithstanding the foregoing, Buyer may disclose Confidential Information to those of Buyer's agents directly involved with Permittee with respect

to the acquisition of the Property, provided such individuals and firms have agreed to maintain the confidentiality of Confidential Information pursuant to this Agreement and provided further that Permittee shall be liable hereunder for any breach by such parties of such obligation. Confidential Information shall not include information that is or becomes in the public domain other than as a result of a breach by Permittee or its agents. If Permittee or any of its agents receive a request to disclose any part of the Confidential Information, Permittee shall (a) notify Railroad immediately of the existence, terms and circumstances of such request, (b) consult with Railroad on the advisability of taking legally available steps to resist or narrow such requests, and (c) if disclosure of such Confidential Information is required to prevent Permittee being held in contempt or subject to other penalty, shall (i) furnish only such information as is legally required to be so disclosed, and (ii) use its best efforts to obtain an order or other reliable assurance that confidential treatment will be afforded to the disclosed Confidential Information. If the transaction contemplated in the Sale Contract does not close for any reason then Permittee shall, promptly upon Railroad's request, forward to Railroad all Confidential Information without keeping any copies thereof.

8. DEFAULT. Permittee acknowledges and agrees that in the event of a breach of this Agreement, Railroad would be irreparably harmed and could not be made whole by monetary damages. Accordingly, in addition to any other remedy to which it may be entitled at law, in equity or under this Agreement, Railroad shall be entitled to injunctive relief (without the posting of any bond and without proof of actual damages) to prevent such breach and/or to compel specific performance. Permittee and its agents shall not oppose the granting of such relief. In the event of any breach by Permittee or its agents under this Agreement, Railroad may terminate this Agreement and shall be entitled to any other remedy available at law, in equity or under this Agreement. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement.

9. GOVERNING LAW, JURY WAIVER. All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the laws of the State of Texas without regard to principles of conflicts of law. Any action relating to this Agreement may be brought in the courts of Tarrant County, Texas, Permittee hereby consenting to the jurisdiction and venue of such courts. PERMITTEE AND RAILROAD IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

10. SALE CONTRACT. The provisions of this Agreement shall be deemed incorporated into the Sale Contract, shall survive the closing thereunder and shall not be merged into the deed conveying the Property or any other closing document, provided, however that nothing in the Sale Contract shall limit or modify any remedy available to Railroad under this Agreement for a breach by Permittee of its obligations under this Agreement. All notices hereunder shall be delivered in the manner set forth in the Sale Contract.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

PERMITTEE:

By:_____

Print Name:_____

Title:_____

RAILROAD:

BNSF RAILWAY COMPANY

By:_____

Print Name:_____

Title:_____

Date of Execution by Railroad (Effective Date)

BRIEFING PAPER
Asset Management Group
Monday, August 10, 2015

Subject:

Property rights acquisition for multiple properties controlled by BNSF necessary for the construction of the Martin Luther King Extension Phase II.

Background:

The City of Spokane is currently in the process of acquiring the necessary right of way for the construction of the Martin Luther King Extension Phase II. With most of the private property necessary for the construction having been acquired, the City has completed negotiations for the various property rights needed from BNSF along the entire project length. This agreement completes all of these acquisitions.

The BNSF properties account for much of the property needed along the South side of the proposed street alignment.

With this acquisition complete there are two private ownerships remaining to complete this phase of the project.

Impact:

The acquisition of these properties provides the ROW needed to construct the Martin Luther King Phase II extension. Without these parcels the project cannot move forward.

Action:

Approval of the Property Acquisition



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/22/2015
Clerk's File #	OPR 2015-0683
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	17465

Submitting Dept	FIRE
Contact Name/Phone	BOBBY WILLIAMS 625-7001
Contact E-Mail	BWILLIAMS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 PURCHASE E HYDRAULIC EXTRICATION EQUIPMENT

Agenda Wording

Approve the purchase of extrication equipment from LN Curtis and Sons, Seattle WA.

Summary (Background)

Various types of extrication equipment were tested by SFD rescue personnel who selected the items to be purchased using FRGPO Contract #VH11277, a purchasing consortium, EXTENDED TO CITY OF SPOKANE FIRE DEPT, FR-GPO MEMBER #029562, 032973, 046843, 051882. Purchase is funded by 2013 Assistance to Fire Fighters Grant.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ \$142,627.34	#	1970-93521-94000-56401
Expense	\$ \$15,847.48	#	5901-93521-94000-56401
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WILLIAMS, BOBBY	<u>Study Session</u>	06/15/2015
<u>Division Director</u>	WILLIAMS, BOBBY	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Fire: bwilliams, korlob, anichols, mdoval	
<u>For the Mayor</u>	SANDERS, THERESA	Fire: dstockdill	
<u>Additional Approvals</u>		Purchasing: tprince	
<u>Purchasing</u>			

Briefing on Fire Department Items
Public Safety Committee Meeting
June 15, 2015

Full Agenda Items:

- **EBO – Receipt of Grant Funds** – There will be an EBO coming forward for the receipt of State Homeland Security (HLS) Grant Funds to assist with training for SFD's Haz Mat Team. SFD will be awarded approximately \$43,000 from 2014 HLS Grant funds plus \$60,000 from 2015 HLS Grant Funds for a total of approximately \$103,000. These dollars will be utilized to conduct Haz Mat Specialist and Haz Mat Technician Classes that will occur this fall. These funds help minimize the direct cost the city would have (~\$175,000) for this training. There is no match for these funds.
- **Award of Purchase of Extrication Equipment** – There will be an EBO coming forward for the award of purchase of Extrication Equipment to L.N. Curtis and Sons, Seattle, WA. A number of different types of extrication equipment were tested by SFD personnel assigned to rescue companies and they recommended the purchase of this equipment. It is estimated that the total cost will be approximately \$140,000 which is funded by 2013 FEMA Fire Grant funds.

Informational Items:

- **Engine and Pumper Ladder update** – SFD is out to bid for the purchase of two Pumper/Ladder units and three Engines. Bids should be received between now and the July Public Safety Committee meeting and it is anticipated that they will be briefed at the July meeting.
- **Response Agreement with FAFB** – SFD is working with FAFB Haz Mat Team and Command Staff on the finalizing of an Interlocal Response Agreement between the parties. The draft document is being reviewed by the party's legal departments and it is anticipated will come forward to the Council at the July PSC meeting.
- **Deputy Chief Hanna Retirement** – Chief of Operations Bob Hanna will be retiring from the City on June 30th. Chief Hanna has served the City since October of 1979 and has been a true asset to the City and our Fire Department. A retirement gathering will be held on Tuesday afternoon, June 30th at the Fire Department Training Center.
- **Automatic Aid update** – The Valley Fire Department as well as Fire Districts 8 and 9 have all approved the Interlocal Agreement for Automatic Aid. With those formalities complete, it is anticipated that Auto Aid will be initiated in early July.
- **Station 5 (SW Spokane) update** – The process is underway for rezoning the recently purchased property at the entrance to the Eagle Ridge subdivision. The hearing will be held on Thursday, June 25th at 9:00 am. After the Hearings Examiner's decision, there will be a 14 day appeal period.

RE17465 LN Curtis

E Hydraulics Equipment

93521 AFG Grant EMW-2013-FO-07107

Each tool comes with two batteries							Budget Type
	item	part number	cost ea	subtotal	tax	total	
4	spreader	271085000 HURST	\$ 9,944.00	\$ 39,776.00	\$ 3,460.51	\$ 43,236.51	56401
4	Cutter	272085000 HURST	\$ 9,064.00	\$ 36,256.00	\$ 3,154.27	\$ 39,410.27	56401
4	Ram	274085000 HURST	\$ 7,080.00	\$ 28,320.00	\$ 2,463.84	\$ 30,783.84	56401
1	Combi tool	273045000 HURST	\$ 10,184.00	\$ 10,184.00	\$ 886.01	\$ 11,070.01	56401
5	strut kit	CTC6002 RESCUE 42	\$ 4,295.00	\$ 21,475.00	\$ 1,868.33	\$ 23,343.33	53504
5	110V power supply convertor	272085412 HURST	\$ 556.00	\$ 2,780.00	\$ 241.86	\$ 3,021.86	53504
5	DC bank charger	272080910 HURST	\$ 1,400.00	\$ 7,000.00	\$ 609.00	\$ 7,609.00	53504
			\$ 42,523.00	\$ 145,791.00	\$ 12,683.82	\$ 158,474.82	

	90%		10%		Total
	Equip	Tax	Equip	Tax	
56401	103,082.40	8,968.17	11,453.60	996.46	123,504.17
53504	28,129.50	2,447.27	3,125.50	271.92	33,702.27
53502	-	-	-	-	-
Total	\$ 131,211.90	\$ 11,415.44	\$ 14,579.10	\$ 1,268.38	\$ 158,474.82
		\$ 142,627.34		\$ 15,847.48	

THE ABOVE OFFER IS PER LN CURTIS & SONS
FRGPO Contract #VH11277

EXTENDED TO CITY OF SPOKANE FIRE DEPT -
FR-GPO MEMBER #029562, 032973, 046843, 051882

1970-93521-94000-56401	capital	90%	\$ 103,082.40	MACHINERY/EQUIPMENT
5901-93521-94000-56401	our share capital expense	10%	\$ 11,453.60	MACHINERY/EQUIPMENT
1970-93521-22200-53504	non-capital	90%	\$ 28,129.50	fire equipment
5901-93521-22200-53504	our share non-capital	10%	\$ 3,125.50	fire equipment
1970-93521-22200-53502	non-capital	90%	\$ -	minor equipment
5901-93521-22200-53502	our share non-capital	10%	\$ -	minor equipment
			<u>\$ 145,791.00</u>	



Agenda Sheet for City Council Meeting of: 08/10/2015

Date Rec'd	7/22/2015
Clerk's File #	OPR 2015-0684
Renews #	
Cross Ref #	
Project #	
Bid #	4148-15
Requisition #	17469

Submitting Dept	FIRE
Contact Name/Phone	BOBBY WILLIAMS 625-7001
Contact E-Mail	BWILLIAMS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 PURCHASE 75' PUMPER LADDER

Agenda Wording

Approve the purchase of two 75' Pumper Ladders from Pierce Manufacturing, Inc, Appleton WI.

Summary (Background)

Bids for two new Pumper Ladders from two manufacturers were opened 7/6/2015. The lowest bid meeting specifications is from Pierce Manufacturing.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ \$1,979,166.70	#	5901-79125-94000-56404-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WILLIAMS, BOBBY	<u>Study Session</u>	07/20/2015
<u>Division Director</u>	SCHAEFFER, BRIAN	<u>Other</u>	
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Fire: bwilliams, korlob, anichols, mdoval	
<u>For the Mayor</u>	SANDERS, THERESA	Fire: dstockdill	
<u>Additional Approvals</u>		Purchasing: tprince	
<u>Purchasing</u>	WAHL, CONNIE		

Briefing on Fire Department Items
Public Safety Committee Meeting
July 20, 2015

Full Agenda Items:

- **Purchase of 2 Pumper/ Ladder apparatus** – After soliciting bids for these apparatus, two bids were received. Pierce Manufacturing was the low bid and met specifications. The bid amounts were within budget and total \$1,003,177.13 per unit with discounts and options. The purchase of this apparatus was funded by the capital funding plan approved by City Council last year. This will be brought forward as an agenda item in the near future.
- **Purchase of 3 Engines** – After soliciting bids for these apparatus, two bids were received. Bids are still being evaluated but a recommended purchase is expected to come forward as an agenda item before the August Public Safety Committee meeting. The purchase of this apparatus was funded by the capital funding plan approved by City Council last year.

Informational Items:

- **New Fire Marshal** – Lisa Jones, who served as the City's Fire Marshal since July 1, 2003, retired on June 30th with almost 23 years of service. Assistant Fire Marshal Mike Miller has been promoted to Fire Marshal effective July 1st. Mike has been with SFD since April of 1991. He has worked in the Fire Prevention Division since June of 2007 and became Assistant Fire Marshal in July of 2011.
- **Response Agreement with FAFB** – SFD is working with FAFB Haz Mat Team and Command Staff on the finalizing of an Interlocal Response Agreement between the parties. The draft document is still being reviewed by the party's legal departments and it will come forward to the Council once the review is complete.
- **Automatic Aid update** – The Valley Fire Department as well as Fire Districts 8 and 9 have all approved the Interlocal Agreement for Automatic Aid. With those formalities complete, it is anticipated that Auto Aid will be initiated with Valley Fire and Fire District 8 on July 30. Some logistical work is still underway with Fire District 9 and it is expected that implementation with them will begin shortly.
- **Station 5 (SW Spokane) update** –The Hearings Examiner rendered his decision on July 7th of Approval for the conditional use permit to allow the property to be used as a fire station. There is a 21 day appeal period that ends July 28th. As with most conditional use permits, there are standard conditions that the use is subject to (Land use; Building codes; Parking/paving requirements; etc.) It is anticipated that we should be operational from the building during August.

75’ PUMPER LADDER
 BID 4148-15 OPEN: 7/6/15

	GENERAL FIRE APPARATUS 4004 E TRENT AVENUE SPOKANE WA 99202 BRENDEN FEIST 509-535-4255 Brendenf@generalfire.com	Pierce Manufacturing PO Box 2017 Appleton, WI 54912 DENNIS WATERS 509-521-1901 dwaters@hughesfire.com
UNIT PRICE: (2 EA)	\$948,535.00	\$921,799.00
SUBTOTAL	\$1,897,070.00	1,843,598.00
Delivery	365 days FRO	285-345 Days FRO
Chassis in production domestically for at least five years	No	Yes
WHEELBASE_____	WB 212” *	WB 242.5”
Discounts (combined)		
Chassis progress payments		-\$21,832.00
Aerial progress payment		-\$7,188.00
Payment at factory for final	-\$15,0000.00	-\$22,127.00
100% prepayment discount		-\$49,148.00
Customer Drive out discount		-\$10,500.00
No performance bond discount		-\$4,965.00
Option (each)		
Aerial Monitor Substitute	No difference	\$960.00
Aluminum Wheels	Included in base price	\$5,400.00
Automatic Tire Chains	\$2,950.00	\$3,600.00
Intercom System	\$7,895.00	\$3,330.00
Over the Head Headset	Included in above	\$1,891.00
Headset Hangers	Included in above	\$92.17
Vogel Automatic Lubricating Chassis System	Included in base bid	\$4,600.00
Aerial Centralized Lubrication System	\$2,993.00	\$2,600.00
Exceptions	Too many to mention and not really stated as being an exception	Variable exceptions but acceptable

Hughes			
two Arrow XT PUC pumpers ladders	\$ 1,843,598.00	\$ 921,799.00	cost each without tax or discounts
Discount for Chassis progress payments each	\$ (21,832.00)	\$727,750/\$363,875 payments	due three months prior to completion
Aerial progress payment each	\$ (7,188.00)		
Payment at factory for final	(22,127.00)		
Sub total with discount we would take	\$ 1,792,451.00		
sales tax	\$ 159,528.14	8.90%	
total before options	\$ 1,951,979.14	\$ 975,989.57	each
Options subtotal (Highlighted below)	\$ 24,965.62		
Sales Tax	\$ 2,221.94	8.90%	
total with options and discounts	\$ 1,979,166.70		
cost per PL	\$ 989,583.35		
over funded each with options each.	\$ (50,411.65)		
Discounts not taken			
100% prepayment discount	\$ (49,148.00)		
Customer drive out discount	\$ (10,500.00)		
No performance bond	\$ (4,965.00)		

Options			for two
Aerial Monitor Substitue	\$ 960.00	each	\$ 1,920
Aluminum wheels	\$ 5,400	"	\$ 10,800
Automatic tire chains	\$ 3,600	"	\$ 7,200
intercom system	\$ 3,300	"	\$ 6,600
headsets	\$ 1,891	"	\$ 3,781
headset hangers	\$ 92	"	\$ 184
vogel lube system	\$ 4,600	"	\$ 9,200
Aerial Centralized lubrication system	\$ 2,600	"	\$ 5,200
			\$ 24,966

\$ 24,965.62 options needed now or later.

\$ 955,000.00 budget for minus sales tax
\$ 84,995.00 tax portion
\$ 1,039,995.00 Total budget for each PL
\$ (128,010.86) over funded by before options

Rossenbauer (General Fire)			
Rosenbaure Commander	\$ 1,897,070.00	\$ 948,535.00	
Payment at factory for final	\$ (15,000.00)		
	<hr/>		
	\$ 1,882,070.00	subtotal with discounts	
	\$ 163,740.09	tax	8.70%
	<hr/>		
	\$ 2,045,810.09	total without options	
	\$ 1,022,905.05	cost each	

	Options		
Aluminum wheels	included		
intercom system			option cost
headsets		\$ 7,895	4585
headset hangers			
vogel lube system	included		

t is too high, rather purchase and install ourselves for half the cost.
\$ 3,310 higher

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

08/10/2015

<u>Date Rec'd</u>	7/29/2015
<u>Clerk's File #</u>	OPR 2015-0685
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP 4101-15
<u>Requisition #</u>	CR 15847

<u>Submitting Dept</u>	SOLID WASTE COLLECTION
<u>Contact Name/Phone</u>	SCOTT WINDSOR 625-7806
<u>Contact E-Mail</u>	SWINDSOR@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4500 CONTRACT WITH GB&B FOR ROUTE OPTIMIZATION/COLLECTION MODELING

Agenda Wording

Consultant agreement with Gershman, Brickner & Bratton, Inc. (Fairfax, Virginia), in association with their subcontractor, C2Logix, for route optimization/collection modeling -- \$190,280.00 (not including applicable taxes).

Summary (Background)

Route optimization/collection modeling will assist the City of Spokane in reducing its overall costs for the collection and transportation of garbage, recycling and yard waste from residential customers. The goal is to maximize the use of staff and equipment, optimize route efficiency, improve customer service and plan for future growth. This process includes modeling three options for collection: 5 days/week collection, 4 days/week collection and 4-10-5 days/week collection.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 127,487.60	# 4500-44200-37148-54201
Expense \$ 62,792.40	# 4500-45100-37148-54201
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
WINDSOR, SCOTT	PWC 07-13-2015
<u>Division Director</u>	<u>Other</u>
ROMERO, RICK	
<u>Finance</u>	<u>Distribution List</u>
SALSTROM, JOHN	swindsor@spokanecity.org
<u>Legal</u>	
WHALEY, HUNT	
<u>For the Mayor</u>	Tax & Licenses
CODDINGTON, BRIAN	
<u>Additional Approvals</u>	tschweitzer@gbbinc.com
<u>Purchasing</u>	kgimpel@spokanecity.org
WAHL, CONNIE	rschoonover@spokanecity.org
	shawley@spokanecity.org
	cwahl@spokanecity.org

BRIEFING PAPER
Public Works Committee
Solid Waste Collection
July 13, 2015

Subject

Contract with Gershman, Brickner & Bratton, Inc., for Route Optimization/Collection Modeling for Solid Waste Collections.

Background

The Solid Waste Collections Department issued an Request for Proposals for Route Optimization/Collection modeling services in RFP # 4101-15. There were two responses and of the two responses, Gershman, Brickner & Bratton, Inc was responsive and met the criteria of the RFP.

Route Optimization/Collections modeling will evaluate three model options for residential collections: 1) 5 day a week collections, 2) 4 day a week collections, and 3) 4-10-5 day a week collections. Once the model that best fits the needs of our customers is chosen, the consultants will plan, map and route residential refuse, recycling and yard-waste collections for the entire City. The contract is for \$190,280 with an administrative reserve of \$19,028. Equipment, service delivery and customer service will all be analyzed as part of this contract.

Impact

The route optimization and collection modeling will assist the City of Spokane to reduce overall costs for collection and transport of municipal solid waste streams from residential customers.

Action

Recommend approval.

Funding

This service is budgeted in the 2015 Solid Waste Collections budget.

City of Spokane
CONSULTANT AGREEMENT

Title: Route Optimization/Collection Modeling for Solid Waste Management

This Agreement is made and entered into by and between the City of Spokane ("City"), a Washington municipal corporation, and GERSHMAN, BRICKNER & BRATTON, INC (IN ASSOCIATION WITH THEIR SUBCONSULTANT = C2LOGIX), whose address is 8550 Arlington Boulevard, Suite 304, Fairfax, Virginia 22031 ("Consultant"). Sometimes hereafter individually referenced as a "party" and together as the "parties".

Recitals:

WHEREAS, the purpose of this Agreement is to provide route optimization/route modeling for the collection of materials from City of Spokane residential accounts; and

WHEREAS, the Consultant was selected from the City's Request for Proposals (RFP #4101-15) entitled Route Optimization/Collection Modeling for Solid Waste Management.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins when fully executed by all parties, and ends on February 29, 2016, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Scope of Work for this Agreement and the time schedule for completion of such Work are described in Exhibit A (attached hereto), which is attached to and made a part of this Agreement.

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

4. PAYMENT.

- A. This Agreement provides for a lump-sum payment by task, as included on page 90 of Consultant's proposal and as detailed in Exhibit B (attached hereto). Total compensation under this Agreement shall not exceed ONE HUNDRED AND NINETY THOUSAND TWO HUNDRED EIGHTY AND NO/100 DOLLARS (\$190,280.00), not including any taxes if applicable, unless modified by a written amendment to this Agreement.

The Agreement Amount also includes a Management Reserve Fund of NINETEEN THOUSAND TWENTY EIGHT AND NO/100 DOLLARS (\$19,028.00), which is strictly governed by the terms of the Agreement section entitled "Payment from the Management Reserve Fund."

- A. This Agreement is a payment negotiated on the fixed task total basis of cost, and shall include only those costs allowed in Exhibit B (attached hereto).
- B. Task pricing adjustments shall be subject to approval by the City, and an amended Exhibit B shall be submitted by the Consultant for attachment and incorporation into the Agreement.
- C. Direct Expenses. The payments set forth above are necessary and directly applicable to the work required by this Agreement. All project costs, including all direct expenses and subcontractors are included.

5. GUARANTEED PAY TO SUBCONSULTANTS.

Regardless of City Payment, the Consultant of any tier shall pay their Subconsultants no less than every 30 days, as partial payment for work completed to-date. Small Consultants (as defined below) acting as a prime are exempt from this requirement. The Consultant may withhold only the portion of amounts due for work not paid by the City in dispute. The Consultant shall ensure any Subconsultant has sufficient support for proper invoice preparation and submittal.

6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
City of Spokane Solid Waste Department 915 North Nelson Street Spokane, WA 99202
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
<ul style="list-style-type: none">• Invoice Date and Invoice Number• City Project Manager Name: Scott Windsor (Please do not put PM's name in the address portion of the invoice)• Contract Title: Route Optimization/Collection Modeling for Solid Waste Management• Period covered by the invoice• Task # and title• Employee's name and classification• Total labor costs per task• The following Sub-Consultant payment information will be provided:<ul style="list-style-type: none">○ Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).○ Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).• Cumulative costs per task and for the total project

- B. Payment from the Management Reserve Fund. For a Management Reserve Fund to be utilized on this Contract or any subsequent amendments it must already be identified on the associated exhibit for the estimated cost. The Management Reserve Fund is to provide the Department with flexibility to authorize additional funds for allowable unforeseen costs beyond those estimated for in the tasks of the Scope of Work, or for reimbursing the Consultant for additional work requested by the City toward completing the Scope of Work.

Payment from the Management Reserve Fund is at the sole discretion of the Department and must be authorized in writing before the Consultant performs the additional work. Such written authorization will include a description of the work that is to be performed and shall specify the amount of the payment, including, if applicable, any profit factor. Any fixed fee for work reimbursed from the Management Reserve Fund shall be negotiated at the time such work is assigned to the Consultant and shall be authorized in writing by the City.

The Consultant shall show separately and identify on its invoices all charges against the Management Reserve Fund.

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

8. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Scott Windsor, Project Manager SOLID WASTE DEPARTMENT 915 North Nelson Street Spokane, WA 99202	Terry Schweitzer, Vice President Gershman, Brickner & Bratton, Inc. 8550 Arlington Boulevard, Suite 304 Fairfax, VA 22031

9. SOCIAL EQUITY REQUIREMENTS.

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training. 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.

- B. Consultant shall seek inclusion of woman and minority business for subcontracting whenever feasible. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant releases and shall defend, indemnify, and hold the City and its officers, employees and agents harmless from all losses, liabilities, claims (including claims arising under federal, state or local laws or regulations) (and including, but not limited to, claims for infringement of any copyright, patent, trademark, or trade secret), costs (including attorneys' fees), actions or damages of any sort arising out of the Consultant's performance or nonperformance of the services to be provided under this Agreement attributable to the acts or omissions, willful misconduct, or breach of this Agreement by the Consultant, subconsultants, its servants, agents, officers or employees. The Consultant's obligations shall not be eliminated or reduced by any alleged negligence on the part of the City. In furtherance of these obligations, and only regarding the City and its officers, employees, and agents, the Consultant waives any immunity it may have or limitation on the amount or type of damages imposed under Title 51 RCW, or any other industrial insurance, workers compensation, disability, employee benefit or similar laws. The Consultant acknowledges that the foregoing waiver of immunity was mutually negotiated, and that the contract price reflects this negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

11. INSURANCE.

The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. AUDIT.

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

13. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and does not as a City employee. The Consultant will notify the City Project

Manager if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

14. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

15. ASSIGNMENT AND SUBCONTRACTING.

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

16. FEDERAL DEBARMENT.

The Consultant shall immediately notify the City of any suspension or debarment or other action that excludes the Consultant or any subconsultant from participation in Federal contracts. Consultant shall verify all subconsultants intended and/or used by the Consultant for performance of City Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.sam.gov>. Consultant shall keep proof of such verification within the Consultant records.

17. CITY ETHICS CODE (SMC 1.04).

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 1.04. The Consultant shall advise their Consultant Workers.
- D. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to

identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will provide you "third party notice", giving ten (10) business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

22. DISPUTES.

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

23. TERMINATION.

- A. For Cause: The City may terminate the Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in a timely manner.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant.
- D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
- E. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes

and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

- F. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. DEBARMENT.

The Director of Finance and Administrative Services or designee may debar a and prevent a Consultant from contracting or subconsultant with the City for up to five (5) years after determining the Consultant:

- A. Received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts;
- B. Failed to comply with City ordinances or contract terms, including but not limited to, ordinance or contract terms related to woman and minority business utilization, discrimination, equal benefits, or other state, local or federal non-discrimination laws;
- C. Abandoned, surrendered, or failed to complete or to perform work on or for a City contract;
- D. Failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards;
- E. Submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract;
- F. Colluded with another firm to restrain competition;
- G. Committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity;
- H. Failed to cooperate in a City debarment investigation.

25. INTERLOCAL COOPERATION ACT.

RCW 39.34 allows cooperative agreements between public agencies and other political subdivisions, to share the work or results of work that each agency also has authority to independently perform. SMC 20.60.100 allows certain non-profits to also use these agreements. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the City Purchasing and Contracting Services Division, those agencies may utilize City contracts in lieu of their own selection process, as long as the contract meets the requirements requires of their local and state law. The Consultant may accept or decline such Work. If the Consultant accepts work from another public agency using the City of Spokane Agreement as the authority, the Consultant shall offer the same prices, terms and conditions. The City of Spokane accepts no responsibility for the choice of an agency to utilize the City contract, or for payment or performance.

26. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

27. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, and the Consultants Proposal, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the Consultant's Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- K. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- L. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CONSULTANT

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk
Attachments: Exhibit A – Scope of Work
Exhibit B – Allowable Costs

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

15-599a

Proposed Revised Schedule of the GBB Route Optimization and Collection Modeling for Solid Waste- Spokane, WA

Task #	Task Description	August							September							October							November							December							January						
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25																	
	Contractor Selection Made																																										
	N-T-P Given																																										
	Project Start																																										
	Routing Data Needs List Sent to City		X																																								
	Project Kick off Meeting (Conference call)		X																																								
1	Field Visit by G88 to Confirm Project Fundamentals		X																																								
	Data Manipulation and Street Network Setup																																										
	Data Needs List returned to G88		X																																								
	Evaluation of Routing Options w/Resource Estimator																																										
	Set up Selected Scenario Performance data in FleetRoute																																										
	Resource Estimator - Scenario 1																																										
	Resource Estimator - Scenario 2																																										
2	Resource Estimator - Scenario 3																																										
	Trip to City for participation in Presentation Decision-making.																																										
	20-minute Webex presentation of team w/recommendations							X																																			
	City Approves of Service Delivery Model to Optimize									X																																	
	Develop the DRAFT Routes and Performance Statistics																																										
	Geocoding Customers on the Electronic Map																																										
	Generate Map Outputs and Other Support Documents											X																															
3	i. Travel Direction Reports For Each Draft Route											X																															
	ii. Travel Path Maps For Each Draft Route											X																															
	iii. Individual Route Overview Maps For Each Draft Route											X																															
	Review & Submit Draft Routes To the City											X																															
	City Review and Provides Comments of Draft Routes												X																														
	Develop Draft Final Route (Redrafted based on City Comments)																																										
	Submit Draft Final Routes To the City																																										
	Map Outputs																																										
4	i. Travel Direction Reports For Each Route																																										
	ii. Travel Path Maps For Each Route																																										
	iii. Individual Route Overview Maps For Each Route																																										
	Review & Submit Draft Final Routes To the City																																										
5	On-Site Formal Training of City Staff																																										
6	30-Day Onsite Live Testing and Evaluation of Routes																																										
	Develop Final Routes (Redrafted based on City Onsite Testing)																																										
	Submit Final Routes To the City																																										
	Map Outputs																																										
7	i. Travel Direction Reports For Each Route																																										
	ii. Travel Path Maps For Each Route																																										
	iii. Individual Route Overview Maps For Each Route																																										
	Final Routes To the City																																										
8	Proposed EDOW Project Management Calls with City		X			X			X		X				X			X					X																				
9	Baseline Project Complete.. (Adjusted via Addendum Time Change)																																										

City Task

GBB Project Team Task

Requires Travel to Spokane

C2Logix Tasks



Proposal to the City of Spokane, Washington

4 – Cost Proposal

GBB Cost Proposal for Route Optimization/ Collection Modeling		
Task #	Task Description	Task Total \$
1	Project Start	\$20,692
	Routing Data Needs List Sent to City	
	Project Kick off Meeting (Conference call)	
	Field Visit by GBB to Confirm Project Fundamentals	
	Data Manipulation and Street Network Setup	
	Data Needs List returned to GBB	
2	Evaluation of Routing Options w/Resource Estimator	\$42,032
	Set up Selected Scenario Performance data in FleetRoute	
	Resource Estimator - Scenario 1	
	Resource Estimator - Scenario 2	
	Resource Estimator - Scenario 3	
	Trip to City for participation in Presentation Decision-making	
	20-minute WebEx presentation of team w/recommendations	
3	City Approves of Service Delivery Model to Optimize	\$59,956
	Develop the DRAFT Routes and Performance Statistics	
	Geocoding Customers on the Electronic Map	
	Generate Map Outputs and Other Support Documents	
	i. Travel Direction Reports For Each Draft Route	
	ii. Travel Path Maps For Each Draft Route	
	iii. Individual Route Overview Maps For Each Draft Route	
4	Review & Submit Draft Routes To the City	\$39,830
	City Review and Provides Comments of Draft Routes	
	Develop Draft Final Route (Redrafted based on City Comments)	
	Submit Draft Final Routes To the City	
	Map Outputs	
4	i. Travel Direction Reports For Each Route	\$39,830
	ii. Travel Path Maps For Each Route	
	iii. Individual Route Overview Maps For Each Route	
	Review & Submit Draft Final Routes To the City	
5	On-Site Formal Training of City Staff	\$9,072
6	30- Day Onsite Live Testing and Evaluation of Routes	\$10,844
7	Develop Final Routes (Redrafted based on City Onsite Testing)	See Note 1
	Submit Final Routes To the City	
	Map Outputs	
	i. Travel Direction Reports For Each Route	
	ii. Travel Path Maps For Each Route	
7	iii. Individual Route Overview Maps For Each Route	See Note 1
	Final Routes To the City	
8	Project Management with City	\$7,854
TOTAL		\$190,280

Note 1: Item 7 costs depend upon the amount of additional changes requested by the City as a result of the 30-day test period and could range from a minimum of \$5,000 to a maximum of \$30,000 depending upon the amount of additional changes requested by the City as a result of the 30-day test period.



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/22/2015
Clerk's File #	ORD C35289
Renews #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	DAN KEGLEY 625-7840	Project #	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Emergency Budget Ordinance	Requisition #	
Agenda Item Name	4100 - EMERGENCY BUDGET ORDINANCE FOR EDUCATION COORDINATOR		

Agenda Wording

The Water and Wastewater Departments have multiple opportunities to educate our customers, and also the larger community that also uses the Spokane Valley-Rathdrum Prairie Aquifer(SVRP)and Spokane River.

Summary (Background)

In order to utilize the inchoate(not yet in use, but anticipated to be used) portion of our water rights, we are required to have a water conservation component in our Water System Plan. Customer demand reductions have been adopted by the City Council. In order to inform our customers about how they can reduce their water uses in a reasonable manner, a full-time Education Coordinator will be necessary. The position will also be valuable in informing our customers about some of the fundamental

Fiscal Impact		Budget Account	
Expense	\$ 17,022	#	4100-42415-34148-00640
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	KEGLEY, DANIEL	Study Session	PWC 7/27/2015
Division Director	ROMERO, RICK	Other	
Finance	SALSTROM, JOHN	Distribution List	
Legal	SCHOEDEL, ELIZABETH	acline	
For the Mayor	CODDINGTON, BRIAN	dkegley	
Additional Approvals		brickard	
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

information relating to the means in which water is supplied to their homes and businesses. The Wastewater Management Department manages the City's Phase II Municipal Stormwater Permit as well as the Waste Discharge NPDES permit for the Riverside Park Water Reclamation Facility. One major Stormwater permit requirement is public education and outreach. The Waste Discharge permit also has public education components, including public awareness of PCBs. Stormwater, wastewater, and clean drinking water are all a part of our interconnected natural resources in Spokane. The Education Coordinator would facilitate public knowledge of all three systems in an integrated fashion.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

NEW POSITION JUSTIFICATION:

WATER AND WASTEWATER EDUCATION COORDINATOR

The following is a summary of justification for the creation of a full time permanent position of EDUCATION COORDINATOR for the Water and Hydroelectric and Wastewater Management Departments:

Overview:

The Water and Wastewater Departments have multiple opportunities to educate our customers, and also the larger community that also uses the Spokane Valley-Rathdrum Prairie Aquifer (SVRP) and Spokane River.

In order to utilize the inchoate (not yet in use, but anticipated to be used) portion of our water rights, we are required to have a water conservation component in our Water System Plan. Customer demand reductions have been adopted by the City Council. In order to inform our customers about how they can reduce their water uses in a reasonable manner, an Education Coordinator will be necessary. The position will also be valuable in informing our customers about some of the fundamental information relating to the means in which water is supplied to their homes and businesses.

The Wastewater Management Department manages the City's Phase II Municipal Stormwater Permit as well as the Waste Discharge NPDES permit for the Riverside Park Water Reclamation Facility. One major stormwater permit requirement is public education and outreach. The Waste Discharge permit also has public education components, including public awareness of PCBs. Stormwater, wastewater, and clean drinking water are all a part of our interconnected natural resources in Spokane. The Education Coordinator would facilitate public knowledge of all three systems in an integrated fashion.

Event Contact Education and Awareness:

The Education Coordinator will coordinate and implement the presence of the City of Spokane/Water Department at community events. Such events would be neighborhood festivals, the Interstate Fair, associated events of other City Departments (i.e. the Manito Plant Sales). Many times these events will include the Water Stewardship Trailer, which provides on-site drinking water, and provides for direct contact and distribution of informational materials. Stormwater information will also be incorporated into outreach materials. Low impact development, in particular, promotes both water conservation through the use of native drought-tolerant plants as well as aquifer protection through stormwater treatment. PCBs are a particular contaminant of concern in the Spokane region. Materials informing the public of the PCB issue and tips for reducing their exposure will be developed and distributed.

In Classroom Contact for Education and Awareness:

The City of Spokane Water Department currently partners with other local water purveyors in the Spokane Aquifer Joint Board under contract with KSPS Public Television to provide classroom visits to educate students in the importance of protecting the quality of our source water. This position will develop a parallel program for School District #81 to educate Spokane students on the importance of responsible use of the amount of drinking water. Aquifer protection is also an important element, and stormwater treatment, such as keeping storm drains clean and knowledge of low impact development, is a key component. The stormwater permit specifies school-age children as a target audience.

Upriver Dam Tours:

Hundreds of people tour the Upriver Dam/Well Electric Pump Station facility each year. This has been an added responsibility to the operators at this facility. Although some tours will still require the technical expertise of the Operations staff, the position will provide an experienced educator to provide informative, age-appropriate group tours at the Upriver/Well Electric facility.

Multi-Media Contact for Education and Awareness:

Disseminating useful and understandable information increasingly requires experienced communication skills. Developing information and messaging for multi-media communications such as online social media and Public Service Announcements (PSAs) for City Cable 5 will be a task for this position. Although not of the same priority as direct contact activities, it has the potential to reach larger numbers of our customers.

Targeted Business Outreach:

The City's stormwater permit specifies businesses as a target audience for public education and outreach. Targeted business education includes topics such as the management of restaurant dumpsters and wastewater, and the proper use and storage of automotive chemicals, hazardous cleaning supplies, carwash soaps, and other materials. This position will develop multimedia outreach materials in coordination with the Wastewater Management Department, such as letters, brochures, and online materials, targeted at specific business audiences.

ORDINANCE NO C35289

An ordinance amending Ordinance No. C-35185, passed the City Council November 24, 2014, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2015 budget Ordinance No. C-35185, as above entitled, and which passed the City Council November 24, 2014, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Water fund, and the budget annexed thereto with reference to the Water fund, the following changes be made:

FROM:	4100-42415	Water Division	
	34148-59951	Reserve	<u>\$ 17,022</u>
TO:	4100-42415	Water Division	
	34148-00640	Education Coordinator (from 0.5 to 1.0 position)	8,730
	34148-52110	Social Security	668
	34148-52210	Retirement	676
	34148-52310	Medical	6,000
	34148-52320	Dental	400
	34148-51640	Deferred Compensation	540
	34148-54602	Retiree's Insurance	8
			<u>\$ 17,022</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to move a part-time Education Coordinator position to a full-time position, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/21/2015
Clerk's File #	RES 2015-0084
Renews #	

Submitting Dept	PLANNING & DEVELOPMENT	Cross Ref #	
Contact Name/Phone	SCOTT 625-6584	Project #	
Contact E-Mail	SMSIMMONS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0650 - RESOLUTION - COMPREHENSIVE PLAN		

Agenda Wording

A RESOLUTION regarding supporting and establishing the City's Economic Development Strategy to implement the City's Comprehensive Plan and growth strategies

Summary (Background)

This project is facilitated by the Spokane City Council, the Mayor, and Mayor's staff. These entities will collaborate to craft a set of business recruitment, retention, and expansion strategies the City can use to incentivize business development and economic growth in defined areas including target investment areas to be further defined by the Council President and Mayor Staff.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MEULER, LOUIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 7/20/15 PC
Finance	SALSTROM, JOHN	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	aworlock@spokanecity.org	
Additional Approvals		tstripes@spokanecity.org	
Purchasing		smsimmons@spokanecity.org	
		bstuckart@spokanecity.org	

RESOLUTION NO. 2015-0084

A resolution regarding supporting and establishing the City's Economic Development Strategy to implement the City's Comprehensive Plan and growth strategies.

WHEREAS, in 2010 the Spokane City Council adopted resolution 2010-0049 establishing support for a Targeted Area Development strategy for economic development and a commitment to continue its economic development efforts utilizing the strategic approach of Targeted Area Development; and,

WHEREAS, this approach to economic development has continued to evolve and adapt to changing conditions both within the City and in the local, regional and national economies, and it is now appropriate that the strategy be reviewed and updated to reflect current conditions and best practices; and,

WHEREAS, it is the intent that this resolution build upon the work of the Targeted Area Development strategy to bring further alignment with capital infrastructure plans, community development, neighborhood planning and incentives policies, and clarify the City's role in economic development; and,

WHEREAS, it is recognized that a fundamental objective of the City's economic development policy is to align public investments in neighborhood planning, community development and infrastructure development with private sector investments resulting in increased opportunities for business growth and to provide its citizens with safe, affordable and quality residential living environments; and,

WHEREAS, new and expanded business activity within the City of Spokane can spur additional economic growth, provide living wage jobs, improve neighborhoods, increase property values, increase tax collections, raise wages and median income, and enhance the standard of living of all citizens in the City; and

WHEREAS, the dedication of public resources to help achieve these outcomes is within the public interest and is a legitimate function of City government when conducted in a predictable, transparent and accountable manner which includes appropriate metrics, or other measures to ensure that the programs are sustainable and generate real and measurable economic benefit to the areas of the City which most need the benefits; and,

WHEREAS, it is appropriate and fiscally responsible to align public and private investments in concentrated target areas and to bundle financial incentives to accelerate private investment in these areas which lead to implementation of the community vision expressed in adopted plans; and,

WHEREAS, since City government does not have the fiscal or human capacity to focus all its redevelopment resources everywhere at the same time, it is understood that the economic development focus must be on only a few priority target areas at a time; and,

WHEREAS, successful economic and community development policy must include housing, community and neighborhood improvements along with incentives for commercial,

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council supports the joint effort by the Council President and the Mayor to craft a set of business recruitment, retention, and expansion strategies which the City can use to incentivize business development and economic growth in specifically-defined areas of the City in a transparent, measurable, and sustainable manner, in support of development which increases not only the economic conditions of the citizens of the City of Spokane, but improves the standard and conditions of living for all the citizens of the City of Spokane.

BE IT FURTHER RESOLVED that the Council requests that the Council President continue to work diligently with the Mayor's staff to define the specific areas of the City which should receive increased focus for business recruitment, retention, and expansion strategies, to detail the mechanisms which can be deployed and how and when to measure the efficacy of those measures with partnership oversight, to strive for clarity and accountability in the creation of these development incentive tools, and to continuously give updates to and seek input from the Council as the project moves forward. Starting in 2015, these areas will include the target investment areas as included and described in Attachment "A".

BE IT FURTHER RESOLVED that the Council requests that the Council President bring forward a set of necessary and/or desirable changes to policies or procedures, the Spokane Municipal Code, and other guidance, such as illustrative forms, maps, white papers, background materials, and other documents as needed, for the Council's consideration as it considers a framework for focused, specific, measurable, transparent and impactful business recruitment, retention, and expansion strategies for the City of Spokane, including projects of Citywide significance which includes private investments of \$5 million (five million dollars) and greater.

Passed by the City Council this ____ day of August, 2015.

City Clerk

Approved as to form:

Assistant City Attorney

Attachment “A”:

Section I: Target Investment Areas.

The following are designated target investment areas to which the City intends to dedicate public resources towards capital improvements, financial incentives and other resources including staff and administrative services:

Downtown Spokane: (Always)

- Downtown Zoning categories: Downtown General (DTG), Downtown Core (DTC), Downtown General (DTG) and Downtown South (DTS)

West Plains: (Always)

- Spokane International Airport property

University District: (Until 2020 and reassessed)

- University District Revitalization Area (UDRA) boundary

The YARD: (Until 2020 and reassessed)

- Market Haven Couplet - Market Corridor - to the east City limits, Garland north to City limits, 500 acres Industrial and 300 acres residential

East Sprague: (Until 2020 and reassessed)

- Hamilton to Fiske, Rail line to I90: Sprague Employment Center – CC1, CC2, Industrial, General Commercial, Residential, MF, Industrial Park

North Bank/Kendall Yards: (Until 2020 and reassessed)

- Northriver Overlay Zone, Kendall Yards Subarea of the West Quadrant Tax Increment Finance Area (WQTIF)

Section II: Annual Reporting and Assessment.

Annual reporting and assessment will include:

- Economic Development Programmatic performance measures
 - Target Investment Area assessment, investments and outcomes (Public & Private)
 - Number of permits and total values
 - Project values
 - Public investment values
 - Construction sales tax
 - New utility users
 - Incentive values
 - Assessed Property values
 - Business Data
 - Retail sales data for districts
 - New businesses added
 - Jobs added
 - District Demographics
 - Income levels
 - Crime stats
 - Housing Vacancy rates
 - Ownership/Rental ratio
 - Target Investment Area adjustment recommendations by staff
 - Indicators, pressures, capital projects for future Target Investment Areas
 - Incentives Window of Opportunity

Section III: New Target Investment Area Selection Parameters.

For new areas approved by resolution at the time of annual reporting, selection parameters will include:

- Areas identified in the Comprehensive Plan for infill (Downtown, Centers and Corridors)
- The level of community and redevelopment planning in place within a defined area
- Readiness of the community stakeholders to embrace and champion public and private investment
- Project areas identified in the Regional Comprehensive Economic Development Strategy that align with federal and state priorities and commercial clusters (aerospace, manufacturing, distribution)
- Natural and Built environment (bluff, hill, river, major arterial intersections, I90, rail line, bridges)
- Zoning - primary target area zoning and optional 2-4 block surrounding area of influence
- City Limits
- Public Private Partnership organizations – Public Development Authority, Business Improvement District or similar business association
- Neighborhood Boundaries
- Major public improvement project limits
- Staff Resources

Section IV: Incentives

The City will consider reviewing existing incentive ordinances, adopting new incentives and establishing sustainable incentives budgets. In 2015, it is the intent of this resolution to utilize the following incentives:

- Building Permit Fees and Impact fees
- Brownfield Redevelopment
- Brownfield Remediation
- Home Improvement Tax Exemption
- Historic Preservation Tax Exemption
- Tax Increment Financing (TIF)
- ROW improvement requirements deferred to public investment
- General Facilities Connection fees
- Blight Remediation
- Multi-Family Tax Exemption (MFTE)
- Reduced Multi-Family Utility Costs
- Urban Utility Installation Program



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/21/2015
Clerk's File #	RES 2015-0085
Renews #	
Cross Ref #	OPR 2013-0132
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & DEVELOPMENT
Contact Name/Phone	TERI STRIPES 625-6597
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0650 - RESOLUTION - NEPDA PLANS

Agenda Wording

A RESOLUTION regarding the City of Spokane accepting and acknowledging the Northeast Public Development Authority's (NEPDA) completion of the NEPDA Development Strategy and Brownfield Business Plan, Hillyard Infrastructure Assessment and Needs

Summary (Background)

As agreed upon by the Interlocal Operating Agreement OPR 2013-0132 the NEPDA requires to keep current work plans, business plans, and capital plans to be approved by City Council.

Fiscal Impact		Budget Account
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
Approvals		Council Notifications
Dept Head	MEULER, LOUIS	Study Session
Division Director	SIMMONS, SCOTT M.	Other
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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Analysis and The YARD Heavy Freight User Analysis.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION No. 2015-0085

A RESOLUTION regarding the City of Spokane accepting and acknowledging the Northeast Public Development Authority's (NEPDA) completion of the NEPDA Development Strategy and Brownfield Business Plan, Hillyard Infrastructure Assessment and Needs Analysis and The YARD Heavy Freight User Analysis.

WHEREAS, the City of Spokane is a State of Washington first class charter city organized and existing under the Constitution and laws of the State of Washington; and

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City and (v) perform any lawful public purpose or public function; and

WHEREAS, the City Council approved Ordinance No. C-34813 on December 12, 2011, creating the NEPDA, authorized its charter and bylaws and established its Board of Directors to govern the affairs of the Authority; and

WHEREAS, the Vision Statement of the Authority is, "The Northeast is home to an array of commercial and industrial businesses that provide quality employment and economic opportunity to residents in the region, and quality housing for area workers."; and

WHEREAS, the City Council approved an Interlocal Operating Agreement as authorized by Chapter 39.34 RCW (Interlocal Cooperation Act) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage, February 27, 2013; and

WHEREAS, the Interlocal Operating Agreement OPR 2013-0132 between the City of Spokane and the NEPDA requires that the NEPDA keep current work plans, business plans and capital plans in place that are understood and approved by City Council; and,

BE IT FURTHER RESOLVED, to ensure that the NEPDA facilitates redevelopment in a manner consistent with the current work plans, business plans and capital plans the City Council acknowledges and accepts the current plans in Attachment A.

Passed by the City Council this _____ of August, 2015

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

NEPDA Development Strategy and Brownfield Business Plan

June, 2015

Prepared for:

City of Spokane

ECONorthwest
ECONOMICS • FINANCE • PLANNING



HEARTLAND

Contact Information

This report was prepared for the City of Spokane by ECONorthwest as part of a consulting team, in collaboration with Maul Foster Alongi and Heartland the prime contractor, ECONorthwest is solely responsible for its content. Morgan Shook was the project director for ECONorthwest, and Nick Popenuk served as the day-to-day project manager.

ECONorthwest specializes in economics, planning, and finance. Established in 1974, ECONorthwest has over three decades of experience helping clients make sound decisions based on rigorous economic, planning and financial analysis.

ECONorthwest gratefully acknowledges the substantial expertise provided by staff at Maul Foster Alongi (Mike Stringer, lead), and Heartland (Matt Hoffman, lead). As, as well as staff at the City of Spokane. Specifically, ECONorthwest would like to thank the assistance and collaboration of Teri Stripes, who was the project manager for the City of Spokane, and provided valuable assistance in this analysis. Many other firms, agencies, and staff contributed to other research that this report relied on.

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1 Executive Summary

This document is a Business Plan that identifies the specific actions that the NEPDA could take to realize economic development in the YARD, including redevelopment of vacant or underutilized brownfield properties. Central to this Business Plan is the implementation of one or more Redevelopment Opportunity Zones (ROZ), and a description of how various brownfield programs and funding sources can help achieve redevelopment in the area.

1.1 YARD Economic Development Strategy and Actions

The NEPDA and The City can provide various types and levels of economic development support in the YARD. These public actions have the ability to influence the regulatory and physical elements that are important factors for private developers making decisions on where to locate or expand. Additionally, the City can also offer incentives that influence the market feasibility of development. Below, we highlight the key actions recommended in this NEPDA Brownfield Business Plan:

Environmental Planning and Remediation

YARD Vision: Contaminated land does not pose a barrier to economic development.

Recommended Actions:

- **Create a Brownfield Redevelopment Opportunity Zone (ROZ).** Establishing an ROZ will make the YARD a higher priority for State brownfield remediation funding.
- **Develop a Brownfield Inventory and Assessment.** Identifying properties that are clean and those that are contaminated, and the extent of that contamination can inform the planning process for remediation, and can inform developers of the risks involved with specific sites.

Land Use Planning and Entitlements

YARD Vision: Zoning does not pose a barrier for sought after industrial uses. The City conducts as much of the SEPA entitlement process up front as possible, removing that procedural burden for future developers.

Recommended Actions:

- **Create a YARD Subarea Plan and EIS.** This planning process will refine the zoning and land use plan for the area, to ensure the type of development that occurs is consistent with the City and community vision.
- **Create a YARD Planned Action.** Completing a Planned Action EIS removes that procedural burden from future developers in the YARD, as long as their development plans are consistent with the Planned Action EIS.

Infrastructure Provision

YARD Vision: The YARD has the necessary infrastructure to support economic development.

Recommended Actions:

- **Continue infrastructure planning and implementation.** The YARD has many infrastructure deficiencies, including water, sanitary sewer, stormwater, and transportation. Infrastructure providers should collaborate on planning efforts to ensure a logical and efficient provision of infrastructure in the area.
- **Create a project level funding strategy.** The City and the NEPDA should identify the funding sources that are available to them for specific infrastructure projects, including public- and private-sector sources, and funding from all levels of the public-sector: local, state, and federal.
- **Pursue local capital funding/financing tools.** Given the large cost of infrastructure improvements (particularly for transportation) and the limited funding at the state and federal level, the City and NEPDA should pursue the adoption of local funding sources or financing tools, to assist in the provision of infrastructure.

Marketing and Business Recruitment/Expansion

YARD Vision: The YARD is a recognized as a vibrant employment center and home to a variety of industrial businesses.

Recommended Actions:

- **Refine NEPDA/YARD brand marketing.** Branding and marketing is critical to improve the perception of the YARD with local businesses, and to put the YARD on the map for regional or national businesses.
- **Create a business recruitment strategy.** The City and NEPDA collaborate with other economic development entities to attract new businesses to the YARD. These efforts should be based on a sound strategy that recognizes the specific strengths and weaknesses of the YARD.

1.2 NEPDA Sustainable Funding Plan

Current Strategy and Planning Activities

In the near-term, a majority of NEPDA activities will be limited to providing strategic direction for the execution of current and planned grant funded activities. Some of these grants allow for limited funding related to grant administration but do not carry provisions for long-term funding that would sustain non-grant activities. Specific needs will include:

- Use grant and city-supported staff time to continue to staff the NEPDA Board and implement their work program.

- Align grant-supported activities with NEPDA work program to ensure maximum leverage of grant proceeds.

Strategic Investment Fund

The NEPDA would like to raise funds for strategic investments that may cover:

- Local match for public award programs and limited direct investment in smaller projects.
- Property acquisition.
- Enterprise programs (i.e. there has been discussion on a “makers and builders” incubator space that may co-located other workforce and economic development uses.)
- Consultant support covering marketing, legal, feasibility studies, and/or transaction level support.

The discussion above on local funding sources could provide some level of funding for this investment fund. Depending on the source, there would be limits on the use, such as restrictions on only infrastructure spending. Dedication of an informal value capture mechanism would give the NEPDA the most flexibility on funding at this time. Other forms of grant support (such as US EDA or CERB) program could provide award funds for feasibility studies to advance concepts such as the makers space incubator.

2 Purpose

2.1 Purpose of the NEPDA

Northeast Public Development Authority (NEPDA) is an instrument of the City that is designed to carry out specific land and economic development activities. As a municipal corporation, the NEPDA is best understood as a “civic entrepreneur” that can help facilitate public private partnerships and financing for economic development activities in pursuit of broader community goals. The City, by way of its broad land use and economic development responsibilities, creates the policy and regulatory environments within which NEPDA operates. The NEPDA has been acting as a market catalyst by creating and enhancing development opportunities.

2.2 Purpose of the NEPDA Development Strategy and Brownfield Redevelopment Opportunity Zone Plan

This plan builds on the NEPDA’s first organizational strategic plan and annual subsequent work programs. Actions included in this Strategy address the NEPDA’s and City’s focus on coordinating a series of discovery and planning initiatives meant to address land market position challenges and pave the way for impactful and efficient use of the area as an employment center focused around heavy and light industrial uses.

The document specifically calls out two main objectives:

- Creating a strategy map and near term actions for the NEPDA and City to undertake
- Creating a Brownfield Opportunity Zone that implements components of the broader strategy related to brownfield remediation.

3 Summary of existing conditions

Previously, the ECONorthwest Team conducted an existing conditions and situation assessment for the City, resulting in three separate reports describing the opportunities and challenges for economic development in the YARD. These three reports include:

- **Plan and regulatory review:** ECONorthwest reviewed the City's Comprehensive Plan elements, zoning code, and other relevant plans for the YARD. This memo identified elements of City plans and regulations that affect the economic development potential of the YARD.
- **Market analysis:** Heartland conducted an analysis of market conditions and real estate opportunities. The analysis included: relevant market trends, comparison to the broader County market, identification of the YARD's competitive advantages, and identification of the kinds of industries that are likely to be attracted to the YARD.
- **Physical conditions assessment:** MFA evaluated the existing infrastructure serving the YARD, identifying improvements that may be needed to support redevelopment.

Each of these previous memoranda are included as appendices to this report. In this section, we include a brief summary of the key findings from the previous technical memoranda.

3.1 Plan and regulatory review

Key findings from the *Planning and Regulatory Conditions Review Memo* as summarized below. The complete memo can be found in Appendix A.

- **Comprehensive plan and zoning code are not obstacles to development in the area.** The City's plan and code allow for a range of appropriate development types in the YARD, and development and design standards for the area are fairly typical for these types of development, and do not appear to be overly restrictive.
- **Based on allowed uses, the YARD study area can be thought of as three separate subareas: Industrial, center and corridor, and residential.** The majority of the area is designated as industrial, with both heavy and light industrial Comprehensive Plan designations present in the area.
- **US 395 project can have a substantial impact on the YARD.** This transportation infrastructure could be particularly beneficial for industrial uses, providing superior connectivity to customers and suppliers throughout the City of Spokane and the rest of the country.
- **The City has no planned infrastructure investments in the YARD.** Although the State is investing in transportation infrastructure via the U.S. 395 project, there are no local infrastructure projects identified in the City's Capital Improvement Program (CIP).

3.2 Market analysis

The following are key findings from *The YARD: Market Conditions & Real Estate Opportunity Assessment* memo. The complete memo can be found in Appendix B.

Existing Conditions

- Existing building stock within the YARD is obsolete and ownership is highly fragmented.

Influential Developments In and Around the YARD

- **The Northern Spokane Corridor** The YARD is expected to benefit from the proposed expansion of the Northern Spokane Corridor (“NSC”), which will completely connect U.S. Route 395, a freeway that carries an estimated 7.2 million tons of freight annually (\$13 billion in value), to I-90. This major infrastructure improvement will effectively close the gap that currently exists between the northern and southern portions of the freeway.
- **BNSF Construction** is underway to realign 7.5 miles of BNSF railway tracks and subsequently build two freeway bridges.
- **Beacon Hill** The only other development of note in the YARD is Beacon Hill Properties LLC’s development plan on more than 200 acres of property northeast of Esmeralda Golf Course for a residential area. This development would be accessed via Wellesley Avenue. At completion the project is projected to have 1,500 to 3,000 residential units.

Industrial Market Conditions

- The 1.6 million square feet of industrial space in the YARD represents 4.3 percent of the County’s total inventory of industrial space (39 million square feet).
- Industrial rental rates for the County currently average \$3.87 per SF per year triple net with a vacancy rate of 4.5 percent. This compares to an average asking rental rate of \$4.03 per SF per year in the YARD submarket with a very low reported vacancy rate of 1.2 percent.
- The YARD has a land price similar to West Plains at around \$2.50 per square foot; however, land in the YARD has the disadvantages of scale (difficult to assemble large tracts), perceived contamination, unimproved local infrastructure, and inferior access and visibility from the highway.

Major Industrial Employers Countywide¹

- A majority of the largest industrial companies in the County are manufacturing uses, accounting for about 45 percent of the 92 industrial companies listed.

¹ Based on data from the 2014 Book of Lists published by the Spokane Business Journal and Heartland primary research.

- Manufacturing businesses accounted for 66 percent of the industrial employees reported by companies on the list; these companies on average employed about 206 people each, and all but one had more than 50 employees.
- Food production and warehouse and distribution users accounted for 26 percent and 28 percent of large industrial companies listed by the Journal.

3.3 Physical conditions

The current physical conditions within the YARD are described in detail in the *Hillyard Infrastructure Assessment and Needs Analysis* (Appendix C). The following is an outline of key findings on physical strengths and weakness of the YARD.

Physical Characteristics

- **Soil characteristics** for the YARD indicate that the existing soils are likely structurally competent, and do not indicate that significant clay deposits or other biological materials are present in the strata.
- **Spokane Valley/Rathdrum Prairie Aquifer:** Major infrastructure projects will require review by USEPA or their designee according to several MOUs established for SSA protection.
- **Environmental Assessment:** A brownfields Redevelopment Assessment Report that includes an inventory of known and potential brownfield properties has been prepared as a part of the larger Northeast Brownfields Market Analysis and is provided under separate cover (Appendix D).

Infrastructure Assessment

- **Dry Utilities:** Natural gas, electrical, and telecommunications utilities - including fiber optic- are all present in the YARD, but full services are not provided through the entire area. These existing utility networks have gaps in coverage between the existing industrial facilities. Service levels currently offered are primarily geared for residential and commercial use.
- **Transportation Infrastructure:** The YARD exhibits all manner of transportation infrastructure conditions and lacks a comprehensive grid system. Freya Street, Francis Avenue and Wellesley Avenue are the primary arterials connecting the YARD to the more developed area of Hillyard, west of Market Street and south of Garland.
 - **Streets and Parking:** Excepting the newly improved road segments, the existing roadways in the YARD do not comply with the City's design standards and lack necessary infrastructure to accommodate new development.
 - **Trails and Pedestrian Access:** There are currently no delineated trails and only very limited pedestrian access facilities within the YARD. The YARD is grouped in the

lowest priority category of the pedestrian priority map prepared in 2012 for use with the City's Pedestrian Master Plan.

- **Transportation Corridors:** In general, existing transportation corridors in the YARD do not comply with the City's design standards and lack necessary infrastructure to accommodate new development. A comprehensive plan should be developed to identify necessary upgrades. Almost all streets in the YARD lack the public ROW for standard street sections. Additional ROW will need to be obtained prior to almost all street improvements.
- **Highway Access:** The North Spokane Corridor is an extension of US 395 through Spokane. US 395 will be a critical link in transportation infrastructure for the greater Spokane area by providing a high speed connection from the Interstate-90 corridor located south of the YARD to northern Spokane and beyond. The proposed highway corridor will pass through the western edge of the YARD and will include two new interchanges in the YARD
- **Rail Access:** The BNSF railroad is still actively used although there are currently few users within the YARD area. The track and sidings vary in condition from moderate to poor and appear to correlate to the existing level of use.
- **Stormwater Management:** The YARD lacks a centralized stormwater management system and basic stormwater management infrastructure. There are no public facilities for collection, detention, or treatment of stormwater and no established surface water conveyances. Future development will need to address stormwater management issues and district based solutions may offer some efficiency.
- **Sanitary Sewer:** Sanitary sewer infrastructure in the YARD offers a relatively high level of service to current and future users, even in a fully built-out condition.
- **Potable Water:** In general, the abundance of 8-inch diameter (or greater) distribution mains, the 24-inch diameter transmission main on East Wellesley Avenue, and the nearby storage reservoir on East Valley Springs Road provide a reasonable level of service to the YARD.

4 Yard Economic Development Strategy and Actions

The NEPDA and The City can provide various types and levels of economic development support in the YARD, even for areas that are already primed for land development. These municipal stakeholders can shape the initial development framework, both in policy and physical infrastructure, and then work with developers to advance project feasibility in a number of ways. One of the keys to implementing a successful development strategy is for the City to be familiar with the specific local conditions in the YARD. Understanding the area's challenges and opportunities will help make the most effective use of both the NEPDA and City's time, effort, and financial resources.

Private investment in real estate is typically made to realize some financial gain from the land based on the rents paid by tenants. The willingness of tenants to pay higher rents is a function of how tenants value that location over other locations. Where real estate investment occurs is a function of the relative value and risk among alternative development opportunities. Generally, there are three key elements that have a significant influence on real estate investment decisions: 1) market conditions (rent levels, land values, vacancy rates, etc.), 2) the regulatory framework and infrastructure that shape development plans, and 3) the availability/suitability of land.

Cities have more ability to influence the regulatory and physical elements of the decision-making, but can also offer incentives that influence market feasibility. However, a broader set of factors can also influence development listed in the bullets below. These factors are also areas where the NEPDA and City can take actions that can positively affect business locations in the YARD.

- Marketing and business recruitment/expansion
- Environmental remediation
- Land use planning and entitlements
- Infrastructure provision
- Development fees, taxation, and incentives
- Public services (public safety, code enforcement, etc.)

Ultimately, a successful YARD development strategy should address all these issues. In doing so, it will have developed a comprehensive strategy and implementation plan that articulates the needed actions and timeline to support the NEPDA and the City's vision for sustainable economic development in the area.

4.1 Environmental remediation

YARD Vision

Contaminated land does not pose a barrier to economic development.

Objectives

- Identify contamination conditions.
- Provide access to government remediation and cleanup programs.

Key Issues

A brownfields inventory completed as part of this study confirms the common perception that environmental issues are widespread in the YARD. In addition to the legacy impacts associated with the former Great Northern Rail yard, there are a number of known or suspected brownfields across the area. Based on preliminary research, it appears that each contaminated site within the YARD is impacted by distinct historical operations, rather than an area-wide plume.

Recommended Actions

Create a Brownfields Redevelopment Opportunity Zone

Reforms to the state cleanup law, the Model Toxics Control Act (MTCA), passed in 2013 have created new tools to promote cleanup and redevelopment of brownfields. One of the most important reforms to MTCA is the authorization to designate a redevelopment opportunity zones (ROZs). A ROZ is an area designated by a jurisdiction that is characterized by brownfield conditions. MTCA explicitly prioritizes State funding resources to ROZs as well as allowing a number of new legal and administrative tools to be used.

Creation of an ROZ does not guarantee additional funding, nor does it provide any new local funding tools. However, the ROZ designation does ensure that the area will be a high priority for State funding for brownfield remediation, and there are no restrictions or other limitations on property owners located within an ROZ.

The City Council would need to pass a resolution to establish an ROZ. The NEPDA can facilitate outreach to property owners as needed as part of this effort. The ROZ can be an effective tool to facilitate the resolution of environmental issues. It is recommended that the ROZ be established in phases; this will allow it to be expanded overtime or to be established in multiple areas, once the value of designation is realized amongst property owners.

We recommend the first ROZ be designated on the City property known as the “Ranch”, an old facility maintenance yard. The city has been awarded \$300,000 from the Department of Ecology to conduct an integrated planning process that creates a cleanup plan, development strategy, site plan, and development financials for the catalytic redevelopment of property within the ROZ. It is hoped that this process will create a model that can be used throughout the YARD.

Highlighted Activities

- City Council created a Redevelopment Opportunity Zone (2015)
- Awarded US EPA Area wide Planning Grant (2015)

Develop a Brownfield Inventory and Assessment

The City and NEPDA can work together to inventory sites and compile a listing of contaminated sites. The work could identify past uses and determine existing contamination types and levels. From this work, the city can develop cleanup and redevelopment plans while informing and engaging the community. Specifically, the city has applied for an Environmental Protection Agency Brownfield Assessment grant the city hopes to use to complete this inventory and assessment.

Highlighted Activities

- Awarded US EPA Brownfield Assessment Grant (2015).

Pursue Additional Brownfield Tools

There are three primary sources for funding environmental cleanup projects: grants, historic insurance recovery, and contribution from liable parties. As local government and a municipal corporation, respectively, the City and the NEPDA are both eligible for a suite of state and federal grants.

- **State Grants**—Washington State’s cleanup law, the Model Toxics Control Act establishes a fee on imported hazardous materials, including petroleum, which funds a grant program to support local governments in cleanup of contaminated properties. This fund for local government grants is robust and has been budgeted around \$65 million in recent biennia. There are several types of these state grants
 - **Integrated Planning Grants**—These grants provide funding for both redevelopment planning and environmental assessment. The City has applied for a \$300,000 Integrated Planning Grant focused on establishing a ROZ in the YARD. Notice of award is likely to be made in the fall of 2015.
 - **Oversight Grants**—Oversight Grants are provided to local governments conducting cleanup under an Agreed Order or Consent Decree. The state typically provides 50 percent of total project costs through these grants, but that share can be adjusted to as high as 90 percent funding on a case-by-case basis.
 - **Independent Grants**. Independent Grants are available to local governments that conduct cleanups under the Voluntary Cleanup Program. Independent Grants are limited to \$600,000 in total eligible project costs. Like the Oversight grants, they typically require 50 percent match, but that can be adjusted to 90 percent.
- **US EPA Brownfield Grants**—The US EPA provides grants to local governments and non-profit organizations to conduct assessment and remediation of brownfield properties. These grants are awarded on an annual basis through a national competition. There are a number of threshold eligibility criteria, including that the applicant have no

liability for the contamination. Grant applications are evaluated on a number of factors, including the potential community benefit of a project, the capacity and capability of the applicant, and the likelihood of successful implementation. There are three primary US EPA Brownfield Grants

- Area-Wide Planning Grants—US EPA has recently established a new brownfield grant that focuses on community planning. These \$200,000 grants do not fund environmental assessment or cleanup work. Rather they support planning and analysis to support community redevelopment. The City successfully applied for an Area-Wide Planning Grant focused in the YARD in the fall of 2014 and work will begin under that grant in 2015.
- Assessment Grants—These grants provide funding to conduct environmental investigation and analysis of cleanup options on potentially contaminated properties. These grants provide up to \$200,000 for assessment of a single property, or up to \$400,000 for multiple properties, with no local match requirement. The City does not need to own the properties in order to conduct the assessments; however, the properties need to meet the US EPA eligibility criteria. Properties that are typically eligible are owned by parties that are not responsible for the contamination, or have no financial ability to address the environmental issues. The City applied for an Assessment Grant for Hillyard in 2014, and results of the grant selection process will be announced in spring of 2015.
- Cleanup Grants—These grants provide up to \$200,000 for cleanup of contaminated properties. The applicant must provide a 20 percent match to the grant. The local government applicant is required to own the property prior to applying for a cleanup grant, but must not be liable for the contamination. Liability protection is typically provided through conducting a Phase I Environmental Site Assessment prior to purchasing the property, or by taking ownership through foreclosure.
- In addition to these grants, US EPA also has the Targeted Brownfield Assessment program, in which the agency uses their own contractors to conduct environmental investigations on potentially contaminated properties. This program operates regionally, so does not involve a national competition. It also provides an opportunity to respond more quickly, since requests can be made at any time, rather than on an annual cycle.
- Historical Insurance Recovery – Property owners have the opportunity to pursue funds to support environmental investigation and cleanup through claims on liability insurance carriers that provided coverage to either the current property owner or previous property owners and site operators. Before the mid-1980s, commercial general liability policies did not contain exclusions for liabilities caused by environmental damage. Therefore, cost recovery may be pursued from historical insurance policies that were in place when pollution occurred and that covered the property owner, operators, or other potentially liable parties. Historical insurance recovery requires a commitment of time and resources, but is becoming a standard industry practice. It should be noted that actions seeking liability insurance claims for environmental damage to a property

are not actions against the site owner or operator, nor do they impact current or future insurance premiums. These are claims for damages in the past and are covered by liability policies for which coverage premiums were paid.

- Contribution from Potentially Liable Parties—State and federal cleanup laws are based on the principle that liable parties should pay for environmental cleanup. One source of funds to assist in the cleanup is a contribution by historical liable parties that either owned or operated the site. This venue is available to any party acquiring a property with an outstanding environmental liability.

Highlighted Activities

- Awarded US EPA Brownfield Assessment Grant (2015).
- The City has applied for a Department of Ecology Integrated Planning Grant that will cover subarea planning, EIS, and planned action (2015).
- Awarded US EPA Area wide Planning Grant (2015)

4.2 Land Use Planning and Project Approvals

Yard Vision

Businesses and developers perceive land use zoning controls as appropriate for industrial uses. The City conducts as much of the SEPA entitlement process up front as possible, removing that procedural burden for future developers.

Objectives

- Provide clear delineation of a subarea plan for YARD and implement zoning and development mitigation/incentive structures
- Provide a streamlined permitting process using SEPA tools

Key Issues

The City's land use plan and development code allow for a range of development types in the YARD. The development and design standards in the area are also fairly typical for these types of industrial developments and do not appear to be overly restrictive. However, the area currently allows for parallel commercial, industrial, and residential uses. Currently, these uses do not pose undue conflicts, but as further planning progresses, it is important to delineate how these areas can prosper together. The completion of US 395 also will have a significant impact to the area and the land use code should leverage this asset for potential users.

There are no city planned infrastructure investments in the YARD currently. Investment by the City, directly or indirectly, is necessary to support future development as the YARD builds out. Businesses in the city will benefit from having a clear understanding of the approved land uses and the responsibilities and requirements for development to contribute to build out of the area.

The State Environmental Policy Act (SEPA) requires the City of Spokane and Spokane County to consider the environmental impact of any new project, which includes all permitting within the City. To initiate this process, the City of Spokane requires the completion of an Environmental Checklist, including details of possible impacts and mitigation plans for the project following submittal of an application for a license.

For non-exempt projects, the City will review the information provided in the Environmental Checklist. A Determination of Nonsignificance (DNS) is issued by the City when no significant adverse impacts are found. If proposals are found to have probable significant adverse impacts on the quality of the environment, an EIS must be prepared. Permits or approvals of proposals may be denied if the final EIS or supplemental final EIS finds a probable significant adverse environmental impact and there are no reasonable mitigation measures capable of being accomplished that are sufficient to mitigate the identified impact.

The EIS process is costly and time-consuming. To the extent that the City can remove this burden from potential developers in the YARD, it could help stimulate economic development efforts in the area. This can be achieved through completion of a Subarea Plan and programmatic SEPA review, and non-project EIS.

Recommended Actions

Create a YARD Subarea Plan and EIS

The City and NEPDA should create a YARD Subarea Plan, along with its companion zoning and code amendments, and have them adopted by the City Council. The purpose of the YARD Subarea Plan is to anticipate, support, and guide the long-term redevelopment of the YARD District. The plan will serve as a statement of the City's commitment to and direction for future development in the Subarea in addition to serving as a resource for potential investors, property owners, the community and other public agencies.

As part of the plan, the City can prepare a non-project EIS to evaluate how implementation of the subarea plan might impact environmental and infrastructure resources in the area, as well as how those impacts might be mitigated (commonly referred to as "planned action"). The EIS would analyze the impacts associated with future development in the YARD subarea as part of a larger programmatic, upfront review.

The City has applied for integrated planning grant through the Department of Ecology to complete elements of the Subarea Plan, Environmental Impact Statement, and planned action. This application will be considered for funding, Summer 2015.

Highlighted Activities

- The City and NEPDA is completing regulatory and infrastructure review for heavy freight as part of an EDA planning grant (2015).
- The City and NEPDA have applied for a Department of Ecology Integrated Planning Grant that will cover subarea planning, EIS, and planned action (2015).

Create a YARD “Planned Action”

The City and NEPDA should move forward with a Planned Action Environmental Impact Statement (EIS) and a Planned Action implementing ordinance of the subarea plan described above. “Planned Actions” are authorized under the State Environmental Policy Act (SEPA - RCW 43.21C.030), and are intended to expedite the review process for developments that are consistent with adopted plans. The advantage of the Planned Action process is an increase in certainty and predictability, and a decrease in processing time, resulting in real cost savings for applicants. The advantage for the City and citizens is improved economic development and implementation of adopted plans.

Planned Actions do not change the City’s plans. Only the City can do that through the regular planning process. Planned Actions are intended to expedite developments that 1) are consistent with adopted City plans; 2) are identified in a planned action ordinance; and, 3) have had their significant impacts adequately addressed in the EIS.

Where planned actions exist, they can provide a significant economic development incentive. The planned action ordinance brings the environmental analysis and mitigation measures within the EIS together with the City’s plans and development regulations, providing the basis for expedited review of development proposals. It is the City Council who will have the final authority to adopt, amend or choose not to implement the planned action process for the YARD.

The City has applied for an integrated planning grant through the Department of Ecology to complete elements of the subarea plan, environmental impact statement, and planned action.

Highlighted Activities

- Applied for Department of Ecology Integrated Planning Grant that will cover subarea planning of the Brownfield Redevelopment Opportunity Zone, EIS, and planned action (2015).

4.3 Infrastructure Planning and Investment

Vision

The YARD has the necessary infrastructure to support economic development.

Objectives

- Create an infrastructure master plan to guide the intended future industrial development.
- Increase local funding support for infrastructure development in the YARD.
- Create business and development incentives to offset the cost to develop necessary infrastructure.

Key Issues

The *Hillyard Infrastructure Assessment and Needs Analysis* (Appendix C) provides a planning level analysis of existing infrastructure to determine the current levels of service and identify infrastructure deficiencies that could impact development. Various deficiencies in the existing transportation infrastructure, sanitary sewer infrastructure, and potable water infrastructure were found and quantified. It is recommended that the City develop a comprehensive, phased, master plan, with select, industrial-specific details to help guide development of the YARD.

With the understanding that a future master planning effort will better inform and guide recommendations, we have provided an initial phase development approach and a complete infrastructure framework concept to drive discussion towards remediation of deficiencies in the existing infrastructure and to catalyze development in the YARD.

Recommended Actions

Continue Infrastructure Planning and Implementation

As individual agencies move forward with their responsibilities, coordination among stakeholders' infrastructure planning will ensure the necessary pieces are in place when infrastructure improvement needs to be made. Constructing transportation and underground utility improvements together is particularly important for cost efficiency. There are a large number of underground utility improvements that have to be included in the right-of-way and constructed in advance of the transportation facilities. Future investment will need to leverage these existing investments.

In addition, throughout the planning process, public agencies should continue outreach to property owners to understand their potential development plans and timing. It will be essential to understand when property owners have projects they would like to develop, for coordinating initial infrastructure developments. A number of the early steps, such as organizational alignment and conceptual project planning, should be accomplished in the near future. Specific activities include:

- Stormwater planning, including examination of district-based solutions.
- Potential addition to or revision of street standards to accommodate heavy freight
- Prioritize infrastructure needs
- Add high priority projects to City CIP
- Outreach to property owners

Highlighted Activities

- City has inventoried existing and imminently planned infrastructure in the YARD as part of a Department of Commerce grant (2015).
- City is studying the infrastructure needs of heavy freight users (2015).
- Applied for Department of Ecology Integrated Planning Grant that will cover subarea planning, EIS, and planned action that would define infrastructure needs (2015).

Create a Project Level Funding Strategy

Funding comes from households, businesses, and development that pay taxes and fees that give the various levels of government money to build capital projects. Examples of funding mechanisms are tolls, sales taxes, and impact fees. Funding for capital projects in the YARD can come directly from private sources, such as development, or from different levels of public sources, such as taxes and fees. Private level sources include development mitigation, SEPA, and impact fees. Public sources come from three levels of government: federal, state, and local.

Typical funding sources for different types of infrastructure are described below:

- Road improvements are primarily funded through state and federal funds, most of which are competitively awarded or allocated. Local revenue sources are typically used as matching funds for these projects. Local revenue sources include property taxes, sales taxes, local option fuel taxes, and impact fees. State funds include distribution of the state fuel tax and state grants, such as those from the Transportation Improvement Board (TIB). Federal funds include grant programs, low interest bonds, and the distribution of federal transportation funds by the local Metropolitan Planning Organization, the Spokane Regional Transportation Council in this case.
- Sewer improvements are primarily funded through bonds and low interest loans backed by existing ratepayers. Low interest loans and some grants are also available from state and federal programs such as the State's Public Works Trust Fund.
- Water improvements are primarily funded through bonds and low interest loans backed by existing ratepayers. Low interest loans and some grants are also available from state and federal programs such as the State's Public Works Trust Fund.

Once projects have been identified, the city will want to create a detailed assessment of funding sources that could be available to fund the construction. This could include identifying:

- Private development mitigation
- Federal Awards (TIGER, direct appropriation, etc.)

- State Awards (TIB, SRTC awards, CMAQ)

Pursue Local Capital Funding/Financing Tools

Infrastructure improvements are often a financial challenge for local service providers to fund. As a result, local service providers often blend different funding sources together to pay for projects. Traditional funding source include local revenues, which are often supplemented with state and/or federal funds and programs.

Given the limited amount of local revenue and the competitiveness of state and federal funds, stakeholders should also consider other specialized or innovative funding options including:

- Community Revitalization Financing or “Informal” Value-Capture
- Community Facility Districts
- Local Improvement Districts or Road Improvement District
- Transportation Benefit Districts
- Levy Lid Lift
- Late-comer agreements

Community Revitalization Financing (CRF) is a form of property tax increment financing created in 2001. The program authorized cities, towns, counties and port districts the ability to create a tax “increment area”. By using revenues from local property taxes generated within the area, these local governments can finance public improvements within the area. CRF increment areas are created and administered at the local level and they do not include a state contribution. State approval is not required to use CRF. Local governments must approve imposing at least 75 percent of the regular property taxes within the area. The incremental local property taxes under the CRF program are calculated on 75 percent of any increase in assessed value in the increment area. Any fire protection district with geographic borders in the “increment area” must agree to participate.

The City may also want to use some form of **value-capture funding** mechanism that dedicates incremental tax revenues generated in the YARD to some type of “growth fund” where the proceeds can be invested in catalytic economic development activities in the YARD. The City may seek partners in this venture such as the County or other taxing district. Outside of the CRF noted above, a value capture mechanism will likely need to be completed on internal city policy basis that targets some level of incremental property, sales, utility, and business taxes.

Community Facility Districts (CFD) are a financing tool created by the Legislature that allows cities and counties to finance infrastructure improvements through establishing a special assessment district. A CFD may finance a variety of improvements including water, sewer, roads, storm drainage, sidewalks, and other forms of infrastructure. CFDs have the ability to issue bonds, but must also provide security for payment of the bond. The formation of a district requires 100% of property owners within the district to sign a petition to form the district. The petition establishes the boundaries of the district, specific projects to be funded, and the

proposed method of assessment. A CFD gives property owners more control over the district than other options such as a local improvement district (LID). A CFD also allows for more flexibility in the types of improvements funded compared to LIDs.

Most local jurisdictions may form a **local improvement district (LID)** and levy a special assessment on properties within the LID that would benefit from the improvement. These improvements include streets, parking facilities, park boulevards, and other public places along with local transportation systems, such as buses and railways, and the facilities necessitated by these systems. A city or county may use an LID for water, sewer, and stormwater improvements. Property owners in the YARD have formed some LIDs for infrastructure projects. Historically, the City has allocated city transportation funding as one-third match to local property owners who form an LID. Future match funding is contingent on available funding.

In an effort to create a new revenue source suitable to funding new transportation facilities, the City may wish to create a **Transportation Benefit District (TBD)** – a variety of voter and councilmanic tax sources available to fund the TBD. A TBD may be established for the construction and operation of improvements of roadways. The City of Spokane currently has a TBD funded by a \$20 vehicle license fee; however, future policy can increase sources (such as a levy lid lift and a local option sales tax) or direct a portion of those sources to the YARD projects. Any future city action to pass a transportation levy lift should include specific projects for the YARD. This is why it is imperative that an infrastructure plan for the area be developed and that those projects be on the city's CIP. The TBD may be used for the reconstruction and upgrade of existing facilities, pedestrian and bicycle enhancements, or other regionally significant projects. While the City may create the TBD for just the incorporated portions of the City, it may be beneficial to partner with the local incorporated jurisdictions through interlocal agreements on project funding in areas adjacent in the County.

Taxing jurisdictions with a tax rate that is less than their statutory maximum rate may ask the voters to **“lift” the levy lid** by increasing the tax rate to some amount equal to or less than their statutory maximum rate. In 2014, City voters approved a levy to improve and repair the city's streets and terminate the use of the existing \$0.57 property tax assessment for repayment of the 2004 street bond. The levy funds will be used to pay for street repairs and improvements. It calls for \$25 million annually for street funding. There are two types of “lifts”. A one-time bump can be made to exceed the 1% levy limit or a multi-year lift can be made for up to six years. Both lifts can be for either operational or capital purposes; however, the second type requires a defined purpose. However, since simple majority approval rate is needed to pass levy lid lift measures, the city will need to clearly articulate the benefits and costs of any levy increase program. Cities have used to these property tax measures to propose a suite of project improvements for park, recreation, and transportation facilities that have been financed through general obligation bonds. These types of funding arrangements are commonly referred to as a “road bonds” or “park bond”. For the YARD, any future city action would to pass a transportation levy lift should include specific projects for the YARD. This is why it is

imperative that an infrastructure plan for the area be developed and that those projects be on the city's CIP.

Late-comer agreements allow property owners who have paid for capital improvements to recover a portion of the costs from other property owners in the area who later develop property that will benefit from those improvements. The period of collection may not exceed 15 years and is based on a pro rata share of the construction and contract administration costs of the particular project. The city or county must outline an area subject to the charges by determining which properties would require similar improvements. The improvement must be required for property development by city or county ordinance in order for the reimbursements to be assessed. This tool could be particularly valuable if single large projects need to move forward, and as part of a public-private partnership, the private entity pays for some (if not all) of the cost of placing the needed infrastructure but can recoup the a portion of those costs as other projects take advantage of the newfound infrastructure capacity.

4.4 Marketing and Business Recruitment/Expansion

Yard Vision

The YARD is recognized as a vibrant employment center and home to a variety of industrial businesses.

Objectives

- Provide outreach and information to existing businesses and property owners
- Market to outside businesses, investors, and developers
- Develop a range of business and development incentives

Key Issues

Locally, some residents and businesses in Spokane may perceive the YARD as dirty and dilapidated. And the YARD does not (yet!) have a high-enough profile to attract regional or national development interest. The YARD's reputation will need to be improved if it is to compete effectively against other industrial areas for future development.

The City and NEPDA have committed significant energy to promote the YARD to business and community members. The City has been able to move forward with a variety of infrastructure and planning projects that have continued to reshape the area's brand and offerings.

Recommended Actions

Refine NEPDA/YARD Brand Marketing

Develop messages that enhance the YARD's brand and counter negative perceptions. The messages should be disseminated throughout the City to ensure a unified approach to messaging in all media contact. The NEPDA and City have created marketing collateral to support external conversations with interested parties. Materials can reinforce existing YARD brand identity that will include:

- "Open for business" themes that include:
 - Character/history
 - Affordable land prices and rents
 - Available incentives
- Improving land and transportation conditions (brownfield remediation and infrastructure provision)
- Identify sites for reuse/re-tenanting to industrial target markets

Early implementation will focus on less expensive communication channels such as printed and website messaging and collateral.

Highlighted Activities

- The City is working on developing a marketing brochure for the YARD targeting industrial users that stress the relative advantages that locating in the YARD provides.

Create a Business Recruitment Strategy

The City and NEPDA can influence business investment decisions by drawing attention to the YARD and highlighting local market characteristics and incentive programs that might otherwise be overlooked. The key is to demonstrate that the YARD is place where it is easier to run a profitable business. There are specific actions that this strategy should ensure that the YARD has an “off the shelf” marketing pitch that can be used by regional business recruitment services (as offered by Greater Spokane Incorporated). These YARD-specific marketing pitches should be sent to regional and state economic development agencies.

Highlighted Activities

- The NEPDA coordinates with Greater Spokane Inc. on business recruitment efforts.

Develop of a YARD-specific Incentive Package

As part of the business recruitment strategy, the NEPDA and City should create a package of YARD business incentives. Targeted business and development incentives can help investors overcome some of the barriers to locating in the YARD. Much of the environmental and planning work can be discussed as an incentive, but further work to create tax and fee exemptions, expedited permitting, and other incentives may be meaningful in site selection processes.

Highlighted Activities

- Created a Brownfield ROZ with the NEPDA serving as the ROZ board (2015).
- Working on developing impact fee exemptions to support economic development in the YARD (2015).
- Applied for Department of Ecology Integrated Planning Grant that will cover subarea planning, EIS, and planned action (2015).

5 NEPDA sustainable funding plan

5.1 Current NEPDA Roles and Actions

The YARD covers about 500 acres in northeast Spokane. The area is already home to many businesses, but much of the target area is either undeveloped or could be redeveloped. The buildout of the area could be an economic engine for the neighborhood, city, and region. The area has the potential to host businesses that collectively:

- Employ over 10,000 employees
- Support over 9,000 construction jobs in the building of facilities
- Contribute over \$40 million in City and County tax revenues

The NEPDA has moved forward with a range of organizational and capacity building initiatives that have covered the placement of the first generation of board members, securing in-kind staff time and administration, and execution of annual work plans. The NEPDA has focused their efforts on building community and economic development capacity in the YARD. It has taken specific action to apply for- and win competitive grant awards targeted at better understanding current development and business conditions. The strategic leadership activities provided the NEPDA have been essential for laying out a data-driven and foundational strategy that targets areas where city actions can influence development and business investment decisions. These efforts are concurrent and likely to continue over the coming years.

The NEPDA has been able to successfully implement these actions in the absence of any dedicated enterprise that most PDA's rely on for sustainable funding. These activities have been supported, and limited by, volunteer board time, city staff support, and grant-supported activities. In the coming years, the NEPDA is working on measures to strategically diversify its actions.

5.2 Activities and Funding needs

Current Strategy and Planning Activities

In the near-term, a majority of NEPDA activities will be limited to providing strategic direction for the execution of current and planned grant funded activities. Some of these grants allow for limited funding related to grant administration but do not carry provisions for long-term funding that would sustain non-grant activities. Specific needs will include:

- Use grant and city-supported staff time to continue to staff the NEPDA Board and implement their work program.
- Align grant-supported activities with NEPDA work program to ensure maximum leverage of grant proceeds.

Strategic Investment Fund

The NEPDA would like to raise funds for strategic investments that may cover:

- Local match for public award programs and limited direct investment in smaller projects.
- Property acquisition.
- Enterprise programs (i.e. there has been discussion on a “makers and builders” incubator space that may co-located other workforce and economic development uses.
- Consultant support covering marketing, legal, feasibility studies, and/or transaction level support.

The discussion above on local funding sources could provide some level of funding for this investment fund. Depending on the source, there would be limits on the use, such as restrictions on only infrastructure spending. Dedication of an informal value capture mechanism would give the NEPDA the most flexibility on funding at this time. Other forms of grant support (such as US EDA or CERB) program could provide award funds for feasibility studies to advance concepts such as the makers space incubator.

6 Appendices

The following documents are included as appendices:

- Appendix A: Planning and Regulatory Conditions Review
- Appendix B: The YARD: Market Conditions & Real Estate Opportunity Assessment
- Appendix C: Hillyard Infrastructure Assessment and Needs Analysis
- Appendix D: The YARD: Brownfield Redevelopment Opportunity Zone Assessment
- Appendix E: Resolution No. 2015-0051 Establishing Brownfield ROZ and eligibility documentation
- Appendix F: Marketing Prospectus

HILLYARD INFRASTRUCTURE ASSESSMENT AND NEEDS ANALYSIS



Prepared for
CITY OF SPOKANE
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HILLYARD INFRASTRUCTURE ASSESSMENT AND NEEDS ANALYSIS

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PREFACE

The City of Spokane (City) and the Northeast Public Development Authority (NEPDA) are focused on economic development efforts in the “YARD”— a 500-acre area zoned for heavy and light industrial uses located in the northeastern portion of Spokane, Washington. The area has strong presenting assets with access to the US 395 North American Free Trade Agreement (NAFTA) corridor, BNSF rail, an existing T-1 freight route, access to utilities, and available sites. However, potential pollutant contamination and the subsequent need for clean-up have been identified as one of the key challenges to overcome.

In 2014 and 2015, the City engaged ECONorthwest, Maul Foster Alongi, Inc. (MFA), and Heartland LLC on a project funded by the Washington State Department of Commerce’s Brownfield Revolving Loan Fund to analyze the current conditions in the YARD and the potential for the creation of a Brownfield Redevelopment Zone. A key piece of this work included evaluation of the existing infrastructure serving the YARD. In addition to investigating the existing conditions, the consultant team identified improvements needed to enable redevelopment under a future setting in which major transportation investments in U.S. Highway 395 have been implemented.

MFA released a report dated November 14, 2014 that provided an initial assessment of transportation facilities and utilities serving the YARD that provided the City and NEPDA a high-level assessment of infrastructure planning considerations. MFA received valuable feedback on the initial infrastructure assessment report; this document represents an update to that initial report, with modifications primarily consisting of incorporation of stakeholder feedback, as well as integration of new information that has become available as a result of the development of the forthcoming Heavy Freight User Analysis. This revised report serves the City and NEPDA as they seek to position the YARD to best serve existing and promote new industrial and freight dependent users.

The information included in this report does not constitute recommendations for infrastructure planning purposes, but is meant to identify important considerations during the on-going coordinated effort for economic development, land use, and infrastructure planning being undertaken by the NEPDA and the City. The concepts and proposed improvements discussed in this report are intended to promote discussion and should be considered in light of the significant constraints present in this industrial area. The Project Team would like to acknowledge the valuable input received from the City and intend for this revision to express a unified path forward.

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ACRONYMS AND ABBREVIATIONS

BN	Burlington Northern Railroad
BNSF	Burlington Northern Santa Fe Corporation
City	City of Spokane, Washington
FIRM	Flood Insurance Rate Map
GIS	Geographic Information Systems
GN	Great Northern Railway
in/hr	inches per hour
LID	low impact development
MFA	Maul Foster & Alongi, Inc.
MOU	Memorandum of Understanding
NEPDA	Northeast Public Development Authority
ROW	right-of-way
SSA	Sole Source Aquifer
SVRP	Spokane Valley/Rathdrum Prairie
The YARD	an approximately 500 acre area in the Hillyard neighborhood located in northeast Spokane
US 395	U.S. Highway 395
USGS	United States Geological Survey
USEPA	US Environmental Protection Agency
WSDOT	Washington State Department of Transportation

1 UNDERSTANDING AND ASSUMPTIONS

1.1 Understanding

The City of Spokane, Washington (City) and the Northeast Public Development Authority (NEPDA) are leading an effort to revitalize the approximately 500-acre industrial area in the Hillyard neighborhood located in the northeast corner of the City (known as “the YARD”). The City is examining approaches to improve public infrastructure as an element of a larger strategy to increase economic opportunity for existing and new businesses in the region. This report provides a summary assessment of current conditions of public infrastructure in the YARD, identifies infrastructure improvement-related needs, and recommends strategies for improvement to catalyze further development.

The construction of the U.S. Highway 395 (US 395) corridor is expected to create new interest in properties located within the YARD. The transportation corridors for Francis Avenue and Freya Avenue are currently the most developed in the YARD. The YARD has public water, sanitary sewer, and other utilities available along key corridors within the greater area, but does not currently have comprehensive availability of public utility services.

1.2 Brief History

The town of Hillyard was created to provide housing for the Great Northern Railway (GN) workers and was annexed in 1924 as a neighborhood of the City. Development in the Hillyard neighborhood is under the regulatory authority of the City, state, and federal law. Some of the laws likely to influence development of the YARD include conformance with Washington State Department of Transportation (WSDOT) standards for access to the US 395 corridor, the Clean Water Act relating to the regulation of stormwater management, and other pertinent legislation. These regulations will be relevant to development of the YARD.

1.3 Assumptions

Assessment of transportation facilities and utilities was based on existing information furnished by the City, Spokane County, state agencies, and/or utility purveyors. Maul Foster & Alongi, Inc. (MFA) has attempted to fill data gaps through additional research and field investigation of the public right-of-way (ROW) in the YARD. Initial cost forecasts have been prepared to provide planning-level cost estimates based on assumed development scope and regional average unit price estimates. Actual construction cost estimates will not be prepared until a development alternative is selected. Costs will then need to be refined based on a detailed design with new unit price estimates. Detailed design will occur under a future effort.

2 PHYSICAL CONDITIONS AND ENVIRONMENTAL ASSESSMENT

2.1 Physical Characteristics

The majority of the YARD is low-lying and gently-sloping to flat. Approximately 85 percent of the land in the YARD ranges from 0 to 3 percent slopes with the remaining 15 percent of the area ranging from 3 to 8 percent slope. The gentle slopes, low areas, and lack of adequate storm drainage facilities all lead to poor localized drainage and flooding problems during typical storm events (see Appendix A – Photo 1). Localized flooding is partially mitigated due to the relatively limited impervious surfaces found in the YARD. The Natural Resource Conservation Service soil maps for the YARD indicate that over 80 percent of the soils are Opportunity type soils that are sandy and gravelly glaciofluvial deposits with minor amounts of volcanic ash and loess near ground surface. The Opportunity classification (Appendix B) describes the soil as a well-drained soil with a moderate to high hydraulic conductivity and estimated stormwater infiltration rates ranging from 0.20 to 0.57 inches per hour (in/hr). Site-specific infiltration tests should be conducted to verify actual infiltration rates due to the observation of visible ponding along road shoulders, as shown in Appendix A - Photo 1, during a windshields survey. The remaining area in the YARD (just over 10 percent combined) is composed of Sandy Substratum, Marblespring, and Phoebe class soils. These soils trend from moderate to somewhat excessively drained with infiltration rates ranging from 0.57 to 1.98 in/hr.

2.2 Surface Water

A Flood Insurance Rate Map (FIRM) search revealed no Federal Emergency Management Agency-designated flood zones in or near the YARD. MFA performed a windshield survey of the area and confirmed there were no definable surface water features or channelized flow in the low-lying areas. MFA observed some roadside ditches and evidence of runoff along Valley Springs Road, which flows into the YARD from a shallow valley located to the east between Little Baldy and Beacon Hill Streets. MFA observed ponding at road shoulders and in low-lying areas adjacent to impervious surfaces. Some of the low-lying areas near the base of the hills east of Havana Street featured clusters of vegetation which may indicate surface water is collecting and infiltrating in the vicinity. Further evaluations of surface and stormwater are described in Section 3 below.

2.3 Spokane Valley/Rathdrum Prairie Aquifer

The YARD extends over the Spokane Valley/Rathdrum Prairie (SVRP) aquifer, a major regional drinking water supply aquifer (Appendix C). The aquifer has been designated a Sole Source Aquifer (SSA) pursuant to Section 1424(e) of the Safe Drinking Water Act of 1974. This means that federal financially-assisted projects that have the potential to contaminate the aquifer are subject to the U.S. Environmental Protection Agency (USEPA) review. The USEPA has developed Memorandums of Understanding (MOU) with federal funding agencies to establish review responsibilities under the

SSA protection program and to list categories of projects that require USEPA review. Project types USEPA is interested in reviewing that are relevant to redevelopment of the YARD include:

- highway improvements and new road construction
- public water supply wells and transmission lines
- construction projects that involve stormwater disposal
- projects funded through Community Development Block Grants

Projects that are fully funded by private parties, state, or local jurisdictions are not subject to USEPA review. The SVRP aquifer has substantial regulations governing use of the resource at the local, state and federal levels. The SVRP aquifer is within an aquifer protection zone that imposes restrictions on discharges that may adversely affect the aquifer through infiltration into the drinking water supply.

The aquifer component near the YARD is called the Hillyard Trough and is composed of discontinuous fine-grained layers ranging in thickness from about 100 to 200 feet separating the aquifer into upper and lower units (Gruenenfelder, 1997). The depth to the upper unit varies from about 80 to 250 feet based on historic well logs and aquifer studies (Barber et al., 2007).

2.4 Environmental Assessment

A Brownfields Redevelopment Assessment Report (MFA, 2014) that provides an inventory of known and potential brownfield properties has been prepared as a part of the larger Northeast Brownfields Market Analysis. That report offers findings and implications associated with creation of a Brownfield Redevelopment Opportunity Zone, which includes an inventory of sites and parcels in matrix format.

2.5 Implications for Development

The significant implications for development of the YARD are as follows:

- The soil characteristics found in the YARD indicate that existing soils are likely structurally competent, and do not indicate that significant clay deposits or other biological materials are present in the strata.
- The SVRP aquifer located beneath the YARD includes soil strata that features moderate to high hydraulic conductivity. Further development within the YARD and redevelopment for industrial use should include consideration of the various aquifer protection regulations. There may be specific restrictions on how site runoff is handled for industrial users and pre-treatment may be required to protect the underlying aquifer.
- Major infrastructure improvement projects will require review by USEPA or their designee in accordance with several MOUs established for SSA protection.
- There are a significant number of known and suspected brownfields sites within the YARD. Redevelopment of the YARD should be coordinated to prioritize cleanup and reuse of these encumbered sites to return properties to productive use.

3 INFRASTRUCTURE ASSESSMENT

This section evaluates the condition and capacity of existing infrastructure, identifies deficiencies in the current systems, and estimates the current consumed capacity. Detailed recommendations and strategies to increase the capacity of the existing infrastructure as a mechanism for encouraging and accommodating future development are included in Section 4.

3.1 Dry Utilities

Natural gas, electrical, and telecommunications utilities, including fiber optic, are present in the YARD; however, comprehensive service is not available throughout the entire area. Existing utility networks typically have coverage gaps between the existing industrial facilities. Service levels currently offered are primarily sized to support residential and commercial use. That said, the various purveyors of dry utilities serving the YARD are fully capable of expanding capacity to support both light and heavy industrial development, but plan to extend services as development occurs and specific needs arise.

Implications for Development:

- Development requiring greater natural gas, electric, or telecommunications capacity should be coordinated with the various utility purveyors to extend required utility service to specific locations within the YARD.
- Dry utility corridors and easements for each major transportation corridor should be considered.

3.2 Transportation Infrastructure

MFA reviewed Geographic Information System (GIS) data obtained from the City and performed a windshield survey to inventory the conditions of existing transportation infrastructure in the YARD. The YARD exhibits all manners of transportation infrastructure conditions and lacks a comprehensive grid system. Freya Street, Francis Avenue and Wellesley Avenue are the primary arterials connecting the YARD to the more developed portion of the Hillyard area, west of Market Street and south of Garland. The current condition of streets and associated ROW improvements is provided in Figure 1 – Existing Transportation Infrastructure in the YARD.

3.2.1 Streets and Parking

There are several isolated streets in the YARD that have been recently improved with new asphalt, curbs, sidewalks and drainage swales (Appendix A - Photo 2), including the southern portion of North Rebecca Street, the northern terminus of North Myrtle Street, a portion of North Sycamore Street, East Queen Avenue, East Rowan Avenue, East Nebraska Avenue, East Dalke Avenue and East Decatur Avenue. These recent street improvements appear to be consistent with the City's local access standard section. The pavement along Freya Street and Francis Avenue is in relatively

good condition, but Wellesley Avenue and most of the other roadways to the east of Market Street are in poor or very poor condition and do not comply with the minimum City design standards. Most streets lack curb, sidewalks, well-defined edges, and proper drainage infrastructure. In many areas, the existing pavement has deteriorated to a point where full reconstruction will be necessary prior to repaving. In addition, many interior access roads are surfaced in gravel.

Based on the existing narrow streets and general lack of curbing and striping for driver orientation, on-street parking appears to be an issue in the YARD. Unregulated parking on the shoulder or street surface leads to impairment of driver visibility throughout many of the side streets. Because the road widths vary widely and there is no striping in the area, it is not possible for drivers to adequately comprehend where lanes are located, where they should park, or where they should stop at intersections. The lack of signage, striping, and general clarity related to on-street parking and parking in front of businesses has led to many vehicles parking adjacent to the roadway. Of additional note, some businesses appear to be storing containers or other materials on or near public ROW and are hindering access.

Implications for Development:

- Excepting the newly improved road segments, the existing roadways in the YARD do not comply with the City's design standards and lack necessary infrastructure to accommodate new development. New development should require street improvements meeting current City design standards.

3.2.2 Trails and Pedestrian Access

There are currently no delineated trails and only very limited pedestrian access facilities within the YARD. The YARD is grouped in the lowest priority category of the pedestrian priority map prepared in 2012 for use with the City's Pedestrian Master Plan. This designation suggests deferring pedestrian improvements for up to 30-years. The majority of the existing pedestrian access facilities were recently constructed as a component of the isolated ROW improvements described above, in conformance with standard drawing w-101a for the local access section. An eight-block segment of Rebecca Street, from Wellesley Avenue to Nebraska Avenue, is the longest run of continuous pedestrian improvements. The other areas in the YARD feature disjointed pedestrian access with infrequent sidewalks, access ramps, and pedestrian lighting. Due to the very limited pedestrian facilities, the recommendations for establishing a transportation framework within the YARD should include construction of a multimodal corridor.

Of note, there is a planned pedestrian and bicycle trail that will cross the US 395 corridor and land near Rowan Avenue in the YARD in the next 10-years (WSDOT, 2011). This trail will need to connect to a north-south route on the east side of Freya.

Implications for Development:

- There are limited corridors supporting pedestrian and bicycle movement within the YARD. A multimodal corridor would allow commuters and customers to access the YARD and minimize potential conflicts between pedestrians and truck traffic in the

planned industrial area. Future improvements should include a designated multimodal transportation corridor with connections to surrounding pedestrian friendly corridors.

- The planned Rowan Avenue pedestrian overpass that crosses US 395 will create an important foot and bike traffic connection into the YARD.
- Development should use a strategy of providing a mixture of open and accessible or access-limited corridors to establish pedestrian friendly routes, as appropriate.

3.2.3 Transportation Corridors

To attract potential businesses, transportation infrastructure in the YARD must be improved to support typical traffic volume from customers and employees. In addition to typical automobile traffic, development must provide corridors that are advantageous to semi-truck maneuvering for the safe and efficient shipment of freight. Transportation infrastructure is a fundamental concern for potential businesses, especially those whose success may depend on the ability to transport a large number of customers, employees and semi-trucks safely and efficiently through the YARD. A review of current ROW was performed using the GIS information available in the City data set. This information should be considered approximate. The results are shown in Table 1 below:

Table 1
Approximate Existing ROW Widths

Street Name	Approximate Width of ROW (feet)
North-South Streets	
North Ferrall Street	85
North Freya Street	80
North Sycamore Street	60
North Julia Street / North Rebecca Street	60
North Myrtle Street	60
North Florida Street	60
North Havana Street	55
East-West Streets	
East Francis Avenue	100
East Decatur Avenue	60
East Dalke Avenue	60
East Bismark Avenue	60
East Central Avenue	60
East Columbia Avenue	60
East Joseph Avenue	60
East Nebraska Avenue	60
East Rowan Avenue	60
East Sanson Avenue	60
East Everett Avenue	60
East Crown Avenue	60

Street Name	Approximate Width of ROW (feet)
East Queen Avenue	30
East Olympic Avenue	60
East Broad Avenue	60
East Wellesley Avenue	60
East Princeton Avenue	50
East Longfellow Avenue	50
East Rich Avenue	60

There are several unnamed “alleys” in the YARD that are public ROW with an approximate 16-foot width. The minimum ROW width allowed by the City is 65 feet (for collector arterials, commercial, and local access), which means many of the existing corridors in the YARD do not conform to City code. The City standard ROW width for a four-lane principal arterial is 90 feet.

Implications for Development:

- In general, existing transportation corridors in the YARD do not comply with the City’s design standards and lack necessary infrastructure to accommodate new development. A comprehensive plan should be developed to identify necessary upgrades, with specific improvements identified in the City transportation capital facilities plan and capital improvement program.
- Almost all streets in the YARD lack sufficient public ROW for standard street sections. Acquisition of additional ROW will be needed prior to undertaking associated street improvements.

3.2.4 Highway Access

The North Spokane Corridor is a planned extension of US 395 through Spokane. US 395 will serve as a critical link in transportation infrastructure for the greater Spokane area by providing a high speed connection from the Interstate-90 corridor located south of the YARD to northern Spokane and beyond. The proposed highway corridor will pass through the western edge of the YARD and will include two new interchanges in the YARD (WSDOT, 2014).

The current North Spokane Corridor design includes proposed vehicle interchanges at East Francis Avenue and East Wellesley Avenue, as well as a pedestrian and bicycle bridge over US 395 to East Rowan Avenue. The interchange at East Francis Avenue will provide highway access ramps and an overpass for vehicles continuing travel on East Francis Avenue. The interchange at East Wellesley Avenue will include highway access ramps and an overpass for US 395 traffic to pass over Wellesley Avenue. Improvements are also planned for the intersection of East Wellesley Avenue and North Freya Street (WSDOT, 2011).

Wellesley Avenue is currently classified as a minor arterial and East Francis Avenue is classified as a principal arterial. East Wellesley Avenue will need to be upgraded to the principal arterial classification and improved to the City's associated design standards in order to accommodate increased traffic created through the development of the YARD and the extension of the North Spokane Corridor.

Implications for Development:

- The planned connections to US 395 are favorable for new development and will spur increased activity in the area; however, full-width ROW improvements for Francis and Wellesley Avenues are required (in addition to those proposed as part of the North Spokane Corridor) to provide seamless connections with the YARD via US 395.

3.2.5 Rail Access

3.2.5.1 Burlington Northern Railroad History

Prior to the formation of the Burlington Northern Santa Fe Corporation (BNSF), the town of Hillyard supported the local rail yard for the BNSF predecessor, the GN. The GN was run by James Jerome Hill who became famous for acquiring and then merging several larger railways. The transcontinental railroad he built was created by acquiring and merging the GN, Northern Pacific, Burlington, and Quincy railways. During this period of growth, Hillyard was the home of the GN's locomotive manufacturing, repair, and refurbishment shop, which was one of the largest in the nation (Schmeltzer, 1988).

There were several unsuccessful efforts to merge the various railroads beginning with the creation of the Northern Securities Company in 1902. The Burlington Northern Railroad (BN) was finally created in 1970 through the consolidation of the Chicago, Burlington, and Quincy Railroads the GN Railway; the Northern Pacific Railway; the Spokane, Portland, and Seattle Railway and the St. Louis-San Francisco Railway. BNSF was created by the merger of BN and the Santa Fe Railway through creation of BNSF in 1995. The resulting BNSF railway is a Class I railroad with three transcontinental routes. These connections provide high-speed links between the western and eastern United States over the approximately 32,000 miles of standard gauge track. As recently as 2010, BNSF trains recorded more miles traveled than any other North American railroad (U.S. Department of Transportation Federal Railroad Administration, 2011).

3.2.5.2 Current Rail Condition and Use

The BNSF railroad remains in active use, although there are currently few users within the YARD area. The track and sidings vary in condition from moderate to poor and appear to correlate to the existing level of use. Current uses of the BNSF railway are for transportation of forest products, coal, grain, and intermodal freight such as aircraft fuselages and tractor-trailer boxes (BNSF, 2009).

Implications for Development:

- Access to and use of the BNSF railway is an asset for the heavy industrial-zoned properties with frontage to the rail corridor and secondary frontage that can be served

by rail spur. Final zoning and detailed design should be closely coordinated with BNSF to capture the full value available. A preliminary discussion of potential access agreements, railroad policy, railroad needs, and other factors involved in developing property close to a railroad should be coordinated as early as possible.

- Safety factors concerning proximity of trains navigating an active rail corridor need to be considered in zoning and design decisions particularly through heavy and light industrial areas.
- The railway tracks (and US 395) serve as a barrier to utility extensions and make vehicle and pedestrian access difficult in and around the north-south railway and highway corridor.
- The current level of use for the railway lines may be perceived as an incompatible use or visual impact to future businesses interested in operating at one of the YARD industrial areas. Consideration of sound and/or visual barriers to mitigate impact of railroad activity may serve to positively alter the perception of the properties in the YARD, especially to establish a buffer for the light industrial area east of Myrtle Street.

3.3 Stormwater Management

MFA reviewed GIS data obtained from the City to inventory the existing stormwater infrastructure in the YARD (See Figure 2 – Existing Stormwater Infrastructure in the YARD). The YARD lacks a centralized stormwater management system and basic stormwater management infrastructure. There are no public facilities for collection, detention, or treatment of stormwater and no established surface water conveyances. The few large industrial users in the YARD manage the treatment and infiltration of stormwater internally with no off-site discharge. Existing street drainage is directed to vegetated infiltration areas adjacent to the roadway, where available. At the current development level the overall impervious surface area in the YARD is low. As the area continues to develop and additional impervious surface area is added it may become necessary to install a regional collection system to capture and send stormwater to a centralized area for detention and/or treatment. The few existing pipes and catch basins could be incorporated into a new centralized system, if necessary.

A Web-based GIS program called StreamStats that features U.S. Geological Survey (USGS) topographic and surface water flow data was used to determine some planning level drainage-basin characteristics for the Hillyard area via the Washington State specific application.

Area topographic contours indicate a drainage trend towards the northeast and StreamStats was used to delineate a drainage-basin boundary, measure basin characteristics, and estimate streamflow statistics from a point near the corner of Dalke Avenue and Havana Street. StreamStats calculated an upstream drainage area of approximately 1.27 square miles, which includes most of the YARD, the shallow valley bracketing Valley Springs Road, and the west facing hillsides of Little Baldy and Beacon Hill. For the purpose of this report this drainage area is referred to as the Valley Springs Watershed. The mean annual precipitation of the watershed was calculated at 20 inches. The minimum estimated basin elevation was 2,000 feet and the maximum was 2,660 feet with a mean slope of 11.2 percent. The StreamStats program uses a regression equation to estimate peak-flow

statistics for the delineated watershed, which resulted in the calculated peak flows shown in Table 2 below and attached in Appendix D:

Table 2
Estimated Peak-Flow

Design Storm Incidence Interval	Flow (ft ³ /s)
Valley Springs Watershed	
2-year	14.4
10-year	38.6
25-year	54.4
50-year	67.3
100-year	81.4
500-year	118.0

NOTE:

ft³/s= cubic foot per second

At this time, it is unknown how the relatively large estimated flow volumes are conveyed considering there are no apparent flow channels in the vicinity. A quality topographic survey should be collected to further evaluate flow characteristics at the YARD.

Implications for Development:

- Recommend or require low-impact development improvements be implemented for stormwater management in order to take advantage of well-drained soils and delay the need for a centralized stormwater management system. Runoff generated by increased impervious surfaces at industrial sites should be infiltrated internally at each site.
- Well drained soils in the YARD are conducive to infiltration of street stormwater via swales or drywells (after treatment) within available ROW.
- The lack of existing surface water conveyances in the YARD could result in flooding, particularly at the eastern, low-lying edge of the YARD during large volume runoff events. Further evaluation of surface runoff in the area is necessary.
- The estimated design flows for the 100-year storm event are significant and further evaluation of the need for stormwater infrastructure should be gathered prior to redevelopment.

3.4 Sanitary Sewer

MFA reviewed GIS data obtained from the City and conducted phone interviews with City employees to inventory the existing sanitary sewer infrastructure in the YARD (See Figure 3 – Existing Sanitary Sewer Infrastructure in the YARD). A brief analysis of available capacity was conducted and the system was analyzed to identify gaps in service.

3.4.1 Existing Sanitary Sewer Infrastructure

The YARD is served by a network of gravity sanitary sewer mains within the public ROW. The purveyor is the City. Based on a research interview with the City's combined sewer overflow team,

MFA understands that the sanitary sewer system in the YARD is generally “separated” (as opposed to “combined”) and does not convey stormwater runoff from the surface. There is a possibility that isolated downspouts may be connected to the system, and that stormwater may contribute to flows in the piped sewer system. With the exception of areas west of North Freya Avenue and North Ferrall Avenue, sewer flows from the YARD drain to the Northeast Terrace Lift Station located at the intersection of East Dalke Avenue and North Havana Street. Flows are pumped via a 14-inch diameter ductile iron force main to a 15-inch diameter concrete gravity main, which represents a significant bottleneck should the force main ever approach capacity, that crosses under the BNSF ROW and drains to the west into a 21-inch diameter trunk line on East Broad Avenue.

Sanitary sewer flows from properties in the interior of the YARD generally drain in the easterly or westerly direction via 8-inch or 10-inch diameter pipes to one of two larger mains that run in the north-south direction. One of these large mains is a 15-inch diameter line that runs south along North Freya Street and North Ferrall Street and discharges into the line that crosses the BNSF ROW to the west. The portion of the YARD that doesn’t drain to the Northeast Terrace Lift Station drains via this pipe. The second large main is a run of 18-inch diameter concrete pipe that runs from south to north on North Myrtle Street, turns east on East Rowan Avenue and then north on North Havana Street to discharge at the Northeast Terrace Lift Station.

3.4.2 Existing System Capacity and Level of Service

Sanitary sewer infrastructure in the YARD offers a relatively high level of service to current and future users, even in a fully built-out condition. The City’s design standard for new development requires an estimate of design flow based on zoning and a hydraulic analysis to ensure that sanitary sewer mains can convey the design flow at 70% depth with a minimum velocity of 2 feet per second. Discussions with Bill Peacock, a Principal Engineer with the City’s wastewater department, and preliminary calculations performed by MFA using the City zoning basis, indicate that the large 15-inch and 18-inch diameter mains mentioned above have capacity to accommodate future development. This should be verified through an in-depth study of existing flows, projections of future use specific to the development goals of the YARD, and a detailed analysis of the performance of the existing system. All of the smaller 8-inch and 10-inch diameter lines draining side streets within the YARD satisfy the City’s minimum pipe size of 8 inches.

Per discussions with Mr. Peacock, the Northeast Terrace Lift Station was designed with an oversized force main (14-inch diameter) and oversized wet well to accommodate future growth, although the lift station is currently operating with smaller pumps than could potentially be used in the future. This indicates that the capacity of the lift station will not act as a barrier to development in the YARD, although the current pumps may require replacement with larger pumps to fully utilize the capacity of the existing lift station and force main. This information should be verified with a detailed study of the existing lift station’s performance and evaluation of available pumping and storage capacity.

The use of the current pumps with an oversized force main has contributed to low flow velocities in the force main and corrosion issues, especially at the point of discharge to the gravity system near the intersection of North Ferrall Street and East Olympic Avenue. Damage from corrosion may require repairs or replacement of isolated pipe sections in this area.

Through this assessment a gap in sanitary sewer service was identified on North Ferrall Avenue south of East Wellesley Avenue. This results in approximately 40 acres of undeveloped land without practical access to a sanitary sewer main. The area is bordered by North Freya Street to the east, East Empire Avenue to the south, the BNSF ROW to the west, and East Rich Avenue to the north. New sanitary sewer mains constructed to serve this area could potentially connect to existing mains on East Rich Avenue or within the BNSF ROW.

If future development planned for the YARD includes industries that generates an exceptional amount of wastewater or process water (e.g., certain manufacturing processes), the capacity of the Northeast Terrace Lift Station and the conveyance main lines must be evaluated in detail to ensure adequate capacity is available. In addition, some industries with atypical wastewater profiles may be required to provide treatment of their wastewater before discharging to the City's system.

Implications for Development:

- The YARD generally possesses a relatively high level of sanitary sewer service. Adequately-sized main lines in the City ROW are available for future development to connect.
- The existing lift station, wet well, and force main that serve the YARD were intentionally oversized to accommodate future growth, although the existing 14-inch diameter force main to 15-inch diameter gravity main represents a significant bottleneck if the current pumps were up-sized to accommodate a fully built-out condition.
- There is an isolated, approximately 40-acre area in the southwest corner of the YARD, between Wellesley Avenue and Garland Avenue, that lacks the sanitary sewer lines necessary to accommodate development. Sanitary sewer should be extended to serve the site from the existing ROW available. There may be viable connection points for new mains on East Rich Avenue or within the BNSF ROW.
- Future industrial development that generates an exceptional amount of wastewater or wastewater with unique chemical or physical constituents will require special consideration before connecting to the existing system. The capacity of the existing system and the downstream wastewater treatment plant must be evaluated.

3.5 Potable Water

The potable water infrastructure in the YARD was inventoried by MFA through an analysis of the City's available GIS data and phone interviews with City employees (See Figure 4 – Existing Potable Water Infrastructure in the YARD). A brief analysis of the existing capacity was also conducted.

3.5.1 Existing Potable Water Infrastructure

The City purveys potable water to the YARD through a network of pressure pipes located within the ROW. The area is within the City's water supply area referred to as the North Hill Pressure Zone. The nearest reservoir is the North Hill reservoir located in the southeast portion of the YARD on East Valley Springs Road. A 24-inch diameter ductile iron transmission main runs from

the reservoir to the east on East Wellesley Avenue and transitions to a 30-inch diameter steel pipe to cross the BNSF ROW toward the west. This transmission main connects in multiple locations to a parallel 10-inch diameter cast iron line that also runs on East Wellesley Avenue. These two parallel lines running in the east-west direction connect to three primary distribution mains that run in the north-south direction up North Freya Street, North Rebecca Street, North Julia Street, and North Myrtle Street. One additional primary distribution main runs from East Wellesley Avenue north up North Havana Street, then east on East Queen Avenue, north on North Florida Street, and east on East Rowan Avenue to connect to the main on North Myrtle Street. These four north-south lines serve as the “backbone” of the potable water infrastructure of the YARD. These lines are 8-inch or 12-inch diameter cast iron or ductile iron pipes, although there are isolated sections of 6-inch diameter lines, as discussed below.

Various 6-inch or 8-inch diameter ductile iron or cast iron distribution mains tee off of the four north-south mains mentioned above in the east-west direction to serve the interior side streets of the YARD. Existing fire hydrants are typically available at each intersection, and gate valves appear to be located at nearly all tees and crosses, in accordance with standard practice.

3.5.2 Existing System Capacity and Level of Service

In general, the abundance of 8-inch diameter (or greater) distribution mains, the 24-inch diameter transmission main on East Wellesley Avenue, and the nearby storage reservoir on East Valley Springs Road provide a reasonable level of service to the YARD. MFA did identify a water quality issue, a few areas with gaps in service, and some undersized pipes which are outlined below.

Several of the side streets running in the east-west direction in the YARD have water mains that terminate instead of connecting to the next available main. This is evident on East Bismark Avenue, East Joseph Avenue, East Central Avenue, and East Sanson Avenue, among others. North Florida Street and North Havana Street also lack a cohesive run of distribution main in the north-south direction. Distribution mains should be extended, when possible, to the next available connection point to provide service to “interior” parcels and increase circulation. In fact, conversations with Chris Peterschmidt of the City’s Water Department indicate that the YARD currently experiences stagnation issues due to the large diameter lines, relatively low demand, and poor circulation. Stagnation creates “stale” water and can deteriorate pipes before their intended design life. This issue can be improved by extending existing pipes and creating additional connections to provide increased circulation within the system. A robust grid will improve potable water quality and access to service in the YARD.

The City’s design standard for new development requires that potable water lines be sized based on fire flow requirements and peak hour demand, which are both calculated based on zoning and gross acreage. Fire flow requirements for industrial areas are determined on a case-by-case basis. Brief, preliminary calculations performed by MFA indicate that a minimum 12-inch diameter pipe size is appropriate for future improvements to the potable water infrastructure in the YARD. Although some 6” and 8” lines currently serve the YARD, conversations with Mr. Peterschmidt indicate that the City would prefer to leave 8-inch diameter pipes in place and upsize 6-inch pipes to 12-inch diameter pipes as the opportunity arises. There are currently 6-inch diameter lines on East Dalke Avenue, East Columbia Avenue, East Everett Avenue, East Princeton Avenue, East Rich Avenue,

North Myrtle Street, and North Florida Street, and North Havana Street that should be targeted for future upsizing efforts.

An in-depth study of the nature of future development in the YARD, the storage capacity of the North Hills Reservoir, and available pressures and flowrates in the area is required to fully determine the extent of improvements (if any) required to provide the highest level of service to the YARD in a fully developed condition. A detailed analysis can help the City prioritize which pipes should be upsized or extended at an accelerated pace to spur development in the YARD.

Implications for Development:

- A reasonable level of potable water service is currently available in the YARD. In general, a nearby storage reservoir and large diameter transmission main provide relatively high pressures and flows to the majority of the area. The existing network of distribution mains provides connection points for the majority of the area.
- The YARD suffers from stagnation issues due to poor circulation of potable water through the existing system. In addition, there are some isolated gaps in potable water service for “interior” parcels on North Florida Street, North Havana Street, and multiple side streets that run east-west through the YARD. Water distribution mains should be extended to the next available connection point to create a robust grid.
- There are some undersized 6-inch diameter lines in the YARD that could inhibit development due to the unavailability of adequate fire flow. These pipes should be upsized to a 12-inch minimum diameter to meet the City’s design standard.
- Future industrial development that consumes an exceptional volume of potable water or has a high risk of fire (e.g., certain manufacturing processes or chemical storage facilities) will require special consideration before connecting to the existing system. The capacity of the existing system must be evaluated in detail to ensure adequate fire flows are available to future development.

4 RECOMMENDATIONS

The recommendations presented in this section will help the City identify and implement infrastructure solutions that promotes sustainable growth, increases employment, and enhances redevelopment opportunities in the YARD. In addition, the near-term economic impact of redevelopment will take the form of construction trade jobs, professional services, manufacturing, and even select retailers.

MFA has analyzed the physical properties and various infrastructure deficiencies of the YARD, as identified in section 3 above, and recommends a phased approach to improving public utilities. This approach establishes a comprehensive framework to designate primary corridors that are designed to support intensive development and uniform standards for future expansion of infrastructure across the rest of the YARD. This approach recommends early investments to establish fundamental infrastructure along select corridors. Establishing a utility and transportation backbone will be

instrumental in launching the YARD on a path for sustained growth, productivity increases, economic expansion, and regional competitiveness.

Although preliminary recommendations are provided below, an in-depth analysis of existing infrastructure is imperative to ensuring development efforts are successful. Each of the infrastructure components mentioned in this report should be further analyzed and a comprehensive master plan created as a means of quantifying current unknowns, developing detailed design standards, and selecting the next steps for redevelopment.

4.1 Design Standards

MFA understands the City recently embarked on a major update to its Comprehensive Plan with a particular focus in the area of utilities and infrastructure, referred to as “LINK Spokane”. Discussion with City staff revealed that the LINK Spokane initiative is intended to integrate transportation and city utility infrastructure planning and that it will propose substantial changes to the design standards, including the way in which the City thinks about streets.

MFA proposes the City consider developing a set of design standards to address the specific infrastructure needs for industrial zones. These design standards would align the goals for short and long-term development with the City’s vision for the YARD and ensure cohesion of development efforts. The City’s existing design standards can sufficiently govern most of the improvements recommended for the YARD, but, due to the challenges associated with industrial development zones, there may be additional standards or details the City could apply to accommodate the unique challenges of developing the YARD.

The existing sanitary sewer and potable water design standards frequently rely on the City to make determinations on a case-by-case basis for each potential new user considering development in the YARD. MFA understands this evaluation strategy allows for significant control of development in the YARD, but it may equally discourage potential industrial users from entering this type of review process if it is perceived as laborious or overly restrictive. MFA suggests creating a set of base industrial design standards for sanitary sewer and potable water facilities in the YARD that provide sufficient detail for design professionals to determine if the YARD is the right location for their intended use. These specialty industrial standards should allow the City to retain the decision point for new development in the YARD, but would help to streamline a review process for businesses and encourage those seeking industrial land to perform a due diligence evaluation before taking steps to build in the YARD. Comprehensive design standards for underground utilities will require a substantial effort and could be performed in concert with utility specific master planning.

In addition to the underground utilities, the existing roadway design standards would likely benefit from the addition of some select standards to accommodate the specific needs of future industrial transportation corridor development in the YARD. For example, the City’s existing design standards for arterials and collectors feature bicycle and pedestrian paths and street trees, which may not be appropriate for the unique zoning make-up of the YARD. MFA recommends that an industrial corridor cross section be created as a means of providing a thickened pavement section, reduced pedestrian facilities, and oversized lanes especially catering to larger truck traffic. MFA has prepared

conceptual design sections for an industrial transportation corridor for the City's consideration (Figure 5 – Conceptual Design Standards-Transportation Improvements).

4.2 Suggested Improvements – Initial Phase

As mentioned above, MFA recommends improving existing infrastructure or constructing new facilities necessary to establish an initial infrastructure framework that provides capacity and support for development. It is advantageous for the City to invest in this initial phase of infrastructure improvements to address the more pressing infrastructure deficiencies currently inhibiting development in the YARD. MFA has identified a combination of strategic infrastructure improvements, taking advantage of favorable sections of existing infrastructure, that serve to quickly address infrastructure deficiencies along two major corridors in the YARD. The upgraded or new infrastructure will provide significant frontage for heavy and light industrial land development along corridors catering to industrial truck traffic. MFA prepared figures identifying the underground utility improvements necessary (Figure 6 – Proposed Utility Improvements in the YARD) and the transportation network improvements that extend access between two arterials that will each feature connections to the new US 395 (Figure 7 – Proposed Transportation Improvements in the YARD). The costs of the recommended infrastructure improvements shown in the figures were then estimated using recent bid tabs from local projects and are shown in Table 3 below.

Table 3
Initial Phase Improvements

Initial Phase Cost Estimate				
Component	Unit	Unit Cost	Quantity	Total Cost
Industrial Transportation Corridor - North Freya Street	LF	\$ 775	7,900	\$ 6,120,000
Multimodal Transportation Corridor - North Rebecca Street & North Julia Street	LF	\$ 690	5,300	\$ 3,657,000
Principal Arterial Transportation Corridor - East Wellesley Avenue to North Rebecca Street	LF	\$ 900	670	\$ 60,300
18-inch dia. PVC Sanitary Sewer Pipe	LF	\$ 60	6,000	\$ 360,000
60-inch dia. Manhole	EA	\$ 4,000	20	\$ 80,000
Sanitary Sewer Service Connection	EA	\$ 500	300	\$ 150,000
12-inch dia. Ductile Iron Water Pipe	LF	\$ 80	4,200	\$ 340,000
Water Service Connection	EA	\$ 500	210	\$ 110,000
Total				\$ 10,877,000
High Estimate (+20%)				\$ 13,052,000
Low Estimate (-5%)				\$ 10,333,000

4.2.1 Transportation

MFA has identified the existing transportation infrastructure in the YARD as the infrastructure element currently providing the lowest level of service and most in need of improvements to catalyze development. A scenario recommending initial and future phase transportation infrastructure improvements in the YARD is included as Figure 7 - Proposed Transportation Improvements in the YARD. The configuration presents a scenario that provides flexibility and safety for the travelling public. The concepts and supporting rationale are described in detail below.

MFA proposes the City construct an industrial transportation corridor, designed to handle heavy freight (See Figure 7 – Proposed Transportation Improvements in the YARD) along the western edge of the YARD. This corridor would feature a thickened pavement section (Figure 5) and is proposed along North Freya Street. Increasing the lot size at the western portion of the YARD and constructing of the industrial transportation corridor specifically designed for heavy freight traffic will encourage heavy industrial users to purchase and develop this assembled parcel, which can be strategically and economically accommodated with future improvements customized for heavy industry. In addition, vacating Ferrall Street and the connections to Freya will create a large industrial lot that eventually serves to increase tax income for the City, eliminates necessary ROW acquisition, and eliminates ongoing City maintenance costs for that corridor.

Light industrial development can be focused on the lots directly to the east of Freya Street, where developments can take advantage of the industrial transportation corridor on Freya and the multimodal corridor along North Julia Street and North Rebecca Street. Isolating industry and heavy truck traffic to the western portion of the YARD creates the opportunity for commercial and residential development to occur on the eastern portion of the YARD with a buffer to potential heavy industrial users. This also means that only the pavement section along the industrial corridor needs to be thickened and that the standard City street sections would be appropriate for much of the future development.

In addition to the proposed industrial corridor, MFA recommends construction of a north-south multimodal transportation corridor featuring a wide, paved surface and running along North Julia Street and North Rebecca Street. The future US 395 pedestrian overpass planned as part of the North Spokane Corridor will land in the YARD near Rowan Avenue and will continue to North Julia Street. This will allow pedestrians and bicyclists crossing US 395 safe access to the multimodal corridor. As commuters, customers, and recreationalists walk and ride into the YARD from the west, they will be able to easily navigate north or south upon reaching the multimodal transportation corridor. The division of the industrial and multimodal corridor will promote safety by encouraging pedestrian and bike separation from heavy truck traffic. A pedestrian crossing can be installed at the intersection with the industrial transportation corridor so that users can initiate a temporary traffic stop to safely cross the travel way. Our expectation is that added multimodal access and increased traffic into the YARD will catalyze residential and commercial development in the east portion of the YARD, allowing new development to enjoy a connection to the larger City alternative transportation network. Existing boundaries to access will be removed and The YARD will become an easier place to live and work.

MFA proposes the City vacate Ferrall Street and all of the small cross streets linking Ferrall Street to Freya Street in order to increase the size of a parcel that is contiguous with heavy industrial property to the north and well positioned for development. One of the larger challenges the City may face in development in the YARD is the acquisition of necessary public ROW. The minimum ROW width allowed by the City is 65 feet (for collector arterials, commercial, and local access), and as shown in Table 1, few existing streets exceed 60 feet of ROW width. MFA has not provided a detailed analysis of existing ROW at this time, but this will be an important consideration of any planned transportation infrastructure improvements in the YARD.

4.2.2 Sanitary Sewer

The area in the southwest corner of the YARD, between Wellesley Avenue and Garland Avenue, appears to lack the sanitary sewer infrastructure necessary to accommodate development. Sanitary sewer should be extended to serve the site from the existing ROW available. There may be viable connection points for new mains on East Rich Avenue or within the BNSF ROW. This work can be performed in conjunction with the transportation improvements proposed for North Freya Street (See Figure 6 – Proposed Utility Improvements in the YARD).

4.2.3 Potable Water

The existing 6-inch diameter distribution main on North Julia Street between East Dalke Avenue and East Columbia Avenue should be upgraded to a 12-inch diameter main in conjunction with the transportation improvements proposed for North Julia Street (See Figure 6 – Proposed Utility Improvements in the YARD).

4.3 Suggested Improvements – Long-Term Infrastructure Framework

The initial infrastructure improvements will provide the capacity, access, and momentum to catalyze development, but does not address the long-term infrastructure needs as the YARD continues to develop to the east. As the development continues and new businesses consume potable water, sanitary sewer, and transportation corridor capacity, additional infrastructure deficiencies will arise. MFA recommends the City take advantage of opportunities to share costs for infrastructure improvements with developers wherever possible, whether through a taxing district or other mechanism. This strategy could serve to fully fund the local access streets in the YARD and at least partially fund the construction of necessary sanitary sewer forcemain upgrades and the establishment of additional storage and transmission capacity for the North Hill water system.

MFA considered the City's current design standards and zoning relative to the infrastructure deficiencies not addressed in the recommended initial phase of development. Figures were then prepared detailing conceptual build out in terms of underground utility improvements (Figure 6 – Proposed Utility Improvements in the YARD) and transportation network improvements (Figure 7 – Proposed Transportation Improvements in the YARD). The costs of the recommended infrastructure improvements shown in the figures and in Table 4 were estimated using actual unit costs from recently bid local projects of similar sizes.

Table 4
Complete Infrastructure Framework

Complete Infrastructure Framework Cost Estimate				
Component	Unit	Unit Cost	Quantity	Total Cost
Industrial Transportation Corridor - North Freya Street	LF	\$ 775	7,900	\$ 6,120,000
Multimodal Transportation Corridor - North Rebecca Street & North Julia Street	LF	\$ 690	5,300	\$ 3,657,000
Collector Roads - East Rowan Avenue, Florida Street	LF	\$ 650	8,340	\$ 5,421,000
Local Roads - North Havana Street; Myrtle Street	LF	\$ 600	10,675	\$ 6,405,000
Principal Arterial Corridor - East Wellesley Avenue	LF	\$ 750	2,853	\$ 2,139,000
Complete Infrastructure Framework Cost Estimate				
Component	Unit	Unit Cost	Quantity	Total Cost
Collector Arterial - Misc. East-West Thoroughfares Not Already Improved	LF	\$ 600	5,730	\$ 3,440,000
18" PVC Sanitary Sewer Pipe	LF	\$ 80	12,750	\$ 1,020,000
60" Manhole	EA	\$ 4,000	32	\$ 130,000
Sanitary Sewer Service Connection	EA	\$ 500	638	\$ 320,000
12" Ductile Iron Water Pipe	LF	\$ 60	23,200	\$ 1,390,000
Water Service Connection	EA	\$ 500.00	1,160	\$ 580,000.00
Total				\$ 30,622,000.00
High Estimate (+20%)				\$ 36,746,000.00
Low Estimate (-5%)				\$ 29,091,500.00

NOTES:
EA=each
LF=linear foot

While this overall framework infrastructure is preliminary in nature, it does serve to identify some of the key infrastructure deficiencies and cost estimates, and provides a tool for discussion of viable alternatives.

4.3.1 Transportation

In order to increase the functionality of the overall transportation infrastructure in the YARD and in an effort to complement the improvements recommended in the initial phase, improvements to East Wellesley Avenue, Rowan Avenue and Florida Street should follow the initial phase work. East Wellesley Avenue requires upgrades to connect seamlessly from US 395 to Valley Springs Road and accommodate increased traffic associated with the North Spokane Corridor and intended development in the YARD. East Wellesley Avenue should be upgraded to the City's existing design standards for a principal arterial upon confirmation of the required increase in traffic volume. In

addition, a new roundabout should be constructed to provide for the Valley Springs Road connection. Improvements to Florida Street and Rowan Avenue will provide a transportation backbone to facilitate commercial or residential development at the eastern extent of the YARD. The remaining smaller streets should meet the local road design standard and can be developed as infill occurs. East Florida Street could potentially support increased traffic at an earlier time if one of the larger available parcels were to be developed, but the rationale still supports a phased approach to transportation infrastructure improvements to facilitate light industrial and commercial development. These future phase improvements will provide a cohesive system of north-south and east-west interconnection in the YARD transportation network.

4.3.2 Sanitary Sewer

As the interior of the YARD is developed, the North Hill Lift Station should be analyzed periodically to ensure the pumps are adequately sized to accommodate increases in use. According to information received from Mr. Peacock, the existing lift station pumps are not sized to take full advantage of the pipe size, and increasing the pump capacity will be possible when the need arises.

4.3.3 Potable Water

As the interior of the YARD develops, all 6-inch diameter mains should be replaced with 12-inch diameter mains and all dead-end mains should be extended to connect into the nearest crossing main in order to provide a loop system. Twelve-inch diameter mains should be extended for the full length of North Havana Street, North Florida Street, and North Myrtle Street in conjunction with the proposed transportation corridor improvements described above. Twelve-inch diameter mains should be extended south from East Wellesley Avenue down North Rebecca Street, North Myrtle Street, and North Florida Street.

4.4 Stormwater Management

The lack of basic stormwater infrastructure, including runoff overflow routes, is a critical issue identified in this assessment. The physical evaluation of the area indicates the soils in the YARD are well-drained and the current underdeveloped status enables large-scale infiltration of stormwater. As development of the industrial zoned areas continues, the addition of impervious surfaces may begin to stress the capabilities of diminishing infiltration areas. Unless development is carefully managed, the City could end up in a situation where significant expenditure is required to construct a regional stormwater collection and management system.

The City should consider the potential for installation of low impact development (LID) technologies, making use of natural and engineered infiltration and storage techniques to manage stormwater where it is generated. It may be possible to utilize conservation practices and creative design to maintain a system of distributed stormwater source controls, provide an overflow route for large volume storms, and provide pollution prevention through construction of bio-swales or other filter media for stormwater infiltration. The objective would be to disperse LID technologies and devices uniformly across the YARD to minimize runoff, mitigate any outflow from the industrial zone, and avoid the costly construction of a centralized collection and conveyance system. This

would benefit the City by preventing further loading to stormwater treatment facilities that discharge to the Spokane River.

MFA's preliminary evaluation of area hydrology relied on broad scale topographic contours and a windshield survey to determine that the existing drainage flows towards the northeast. The flow characteristics of the area were estimated with a planning level program provided by USGS and do not take into account the detailed grading and physical properties of the YARD. The program-estimated 100-year design storm flows could exceed 80 cubic feet per second which, if concentrated, would require a large pipe or channel cross section for conveyance. The City should commission professional services to perform a detailed topographic survey of the YARD for use in preparation of a detailed hydraulic/hydrologic model that includes the area basins and could accurately determine peak flows. As peak flow and design criteria are determined, it will be possible to provide an evaluation of whether centralized collection and treatment would be necessary, and to size and locate an overflow conveyance for large volume storms. If centralized collection and treatment are determined necessary, the City should consider creating a local improvement district specific to the YARD to help fund construction of centralized infiltration, detention and treatment facilities.

To support intensive development along the rail corridor, the City should consider establishing a regional stormwater management facility. One potential location for this facility could be the interior of the large loop interchange for US 395 proposed at Wellesley Avenue. A detailed analysis of the feasibility of establishing a large stormwater facility at that location is recommended, with special consideration of legacy environmental contamination associated with historical rail yard operations in that area.

4.5 Conclusion

MFA inventoried the existing and imminently planned infrastructure in the YARD to evaluate areas that did not comply with existing design standards. In addition, MFA performed an analysis of the existing infrastructure to determine the current system capacity and identify infrastructure deficiencies that could impact development. Various deficiencies in the existing transportation infrastructure, sanitary sewer infrastructure, and potable water infrastructure were found and quantified. MFA recommends a strategy of developing a comprehensive, phased, master plan, with select, industrial-specific details to guide development of the YARD. With the understanding that a future master planning effort will better inform and guide recommendations, MFA has provided an initial phase development approach and a complete infrastructure framework concept to drive discussion towards remediation of deficiencies in the existing infrastructure and to catalyze development in the YARD.

LIMITATIONS

The services undertaken in completing this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This report is solely for the use and information of our client unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this report.

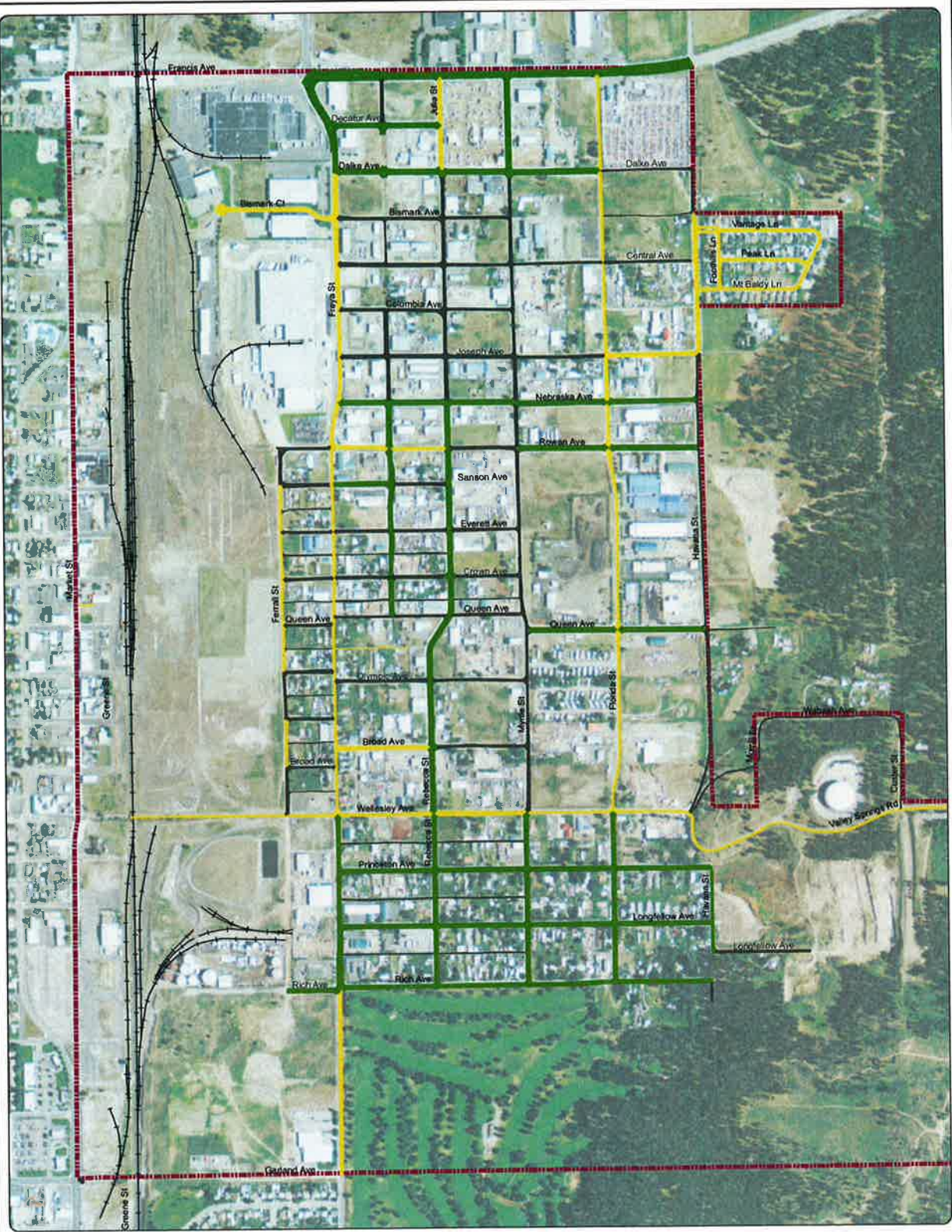
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<http://www.wsdot.wa.gov/Projects/US395/NorthSpokaneCorridor/> (November 7, 2014).

FIGURES



Date: 10/27/2015 11:00 AM
 Project: 115-0274
 Approved By: [Signature]
 Prepared By: [Signature]
 Project: 115-0274



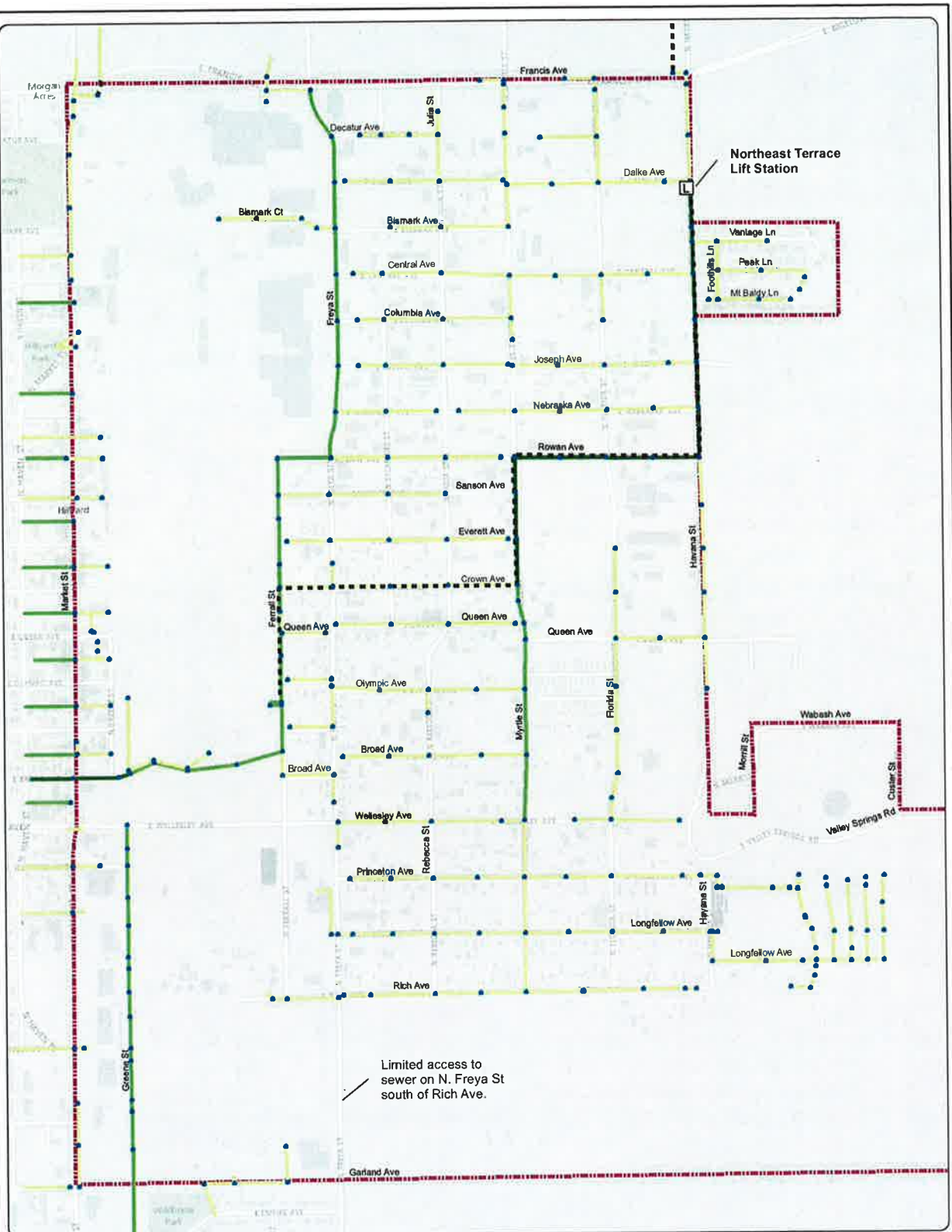
Source: Road Infrastructure for the Hillyard area obtained from the City of Spokane on 10/7/2014. Additional street detail obtained from 10/27/2015 site visit.

- Legend**
- Recently Improved (Pavement, Curb, Sidewalk, and Stormwater Swales)
 - Unimproved with Pavement (No Curb, Sidewalk, or Stormwater Swales)
 - Unimproved with Gravel (No Curb, Sidewalk, or Stormwater Swales)

- +— Railroad
- - - Hillyard Boundary

Figure 1
Existing Transportation Infrastructure in The YARD
 City of Spokane
 Spokane, Washington

0 600 1,200
Feet



Source: Utility infrastructure for the Hillyard area obtained from the City of Spokane on 10/7/2014.

Legend

- | | | |
|--|-------------------------------|---------------|
| | Lift Station | Gravity Main |
| | Manhole | Pipe Diameter |
| | Force Main (14" ductile iron) | 6 - 10" |
| | Hillyard Boundary | 12 - 15" |
| | | 18 - 21" |

Figure 3
Existing Sanitary Sewer Infrastructure in The YARD

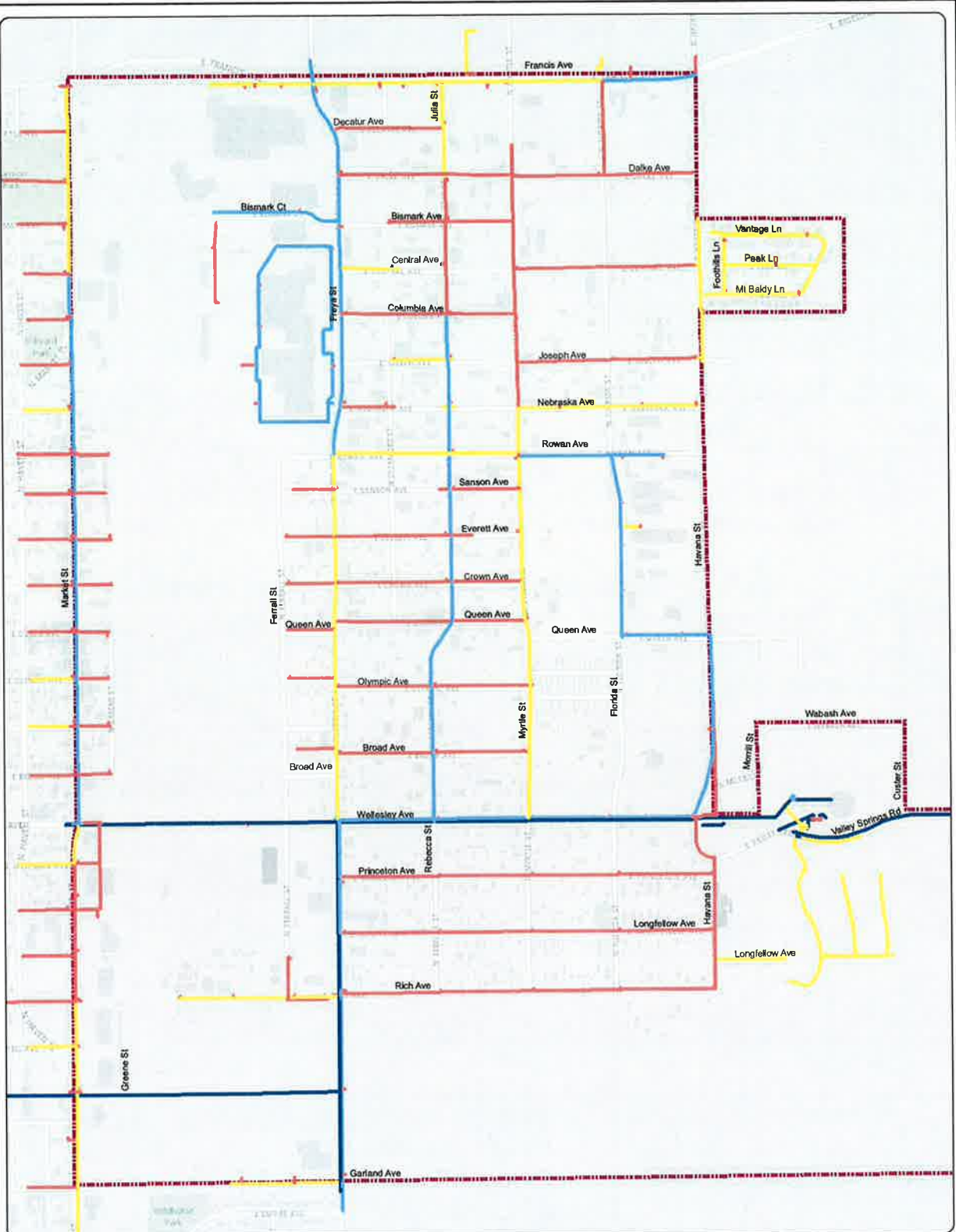
City of Spokane
Spokane, Washington



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Source: Utility infrastructure for the Hillyard area obtained from the City of Spokane on 10/7/2014.

Legend

- Water Main
Pipe diameter
- < 6"
 - 8"
 - 10 - 12"
 - > 14"

Hillyard Boundary

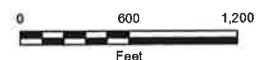
Figure 4
Existing Potable Water Infrastructure in The YARD


City of Spokane
Spokane, Washington



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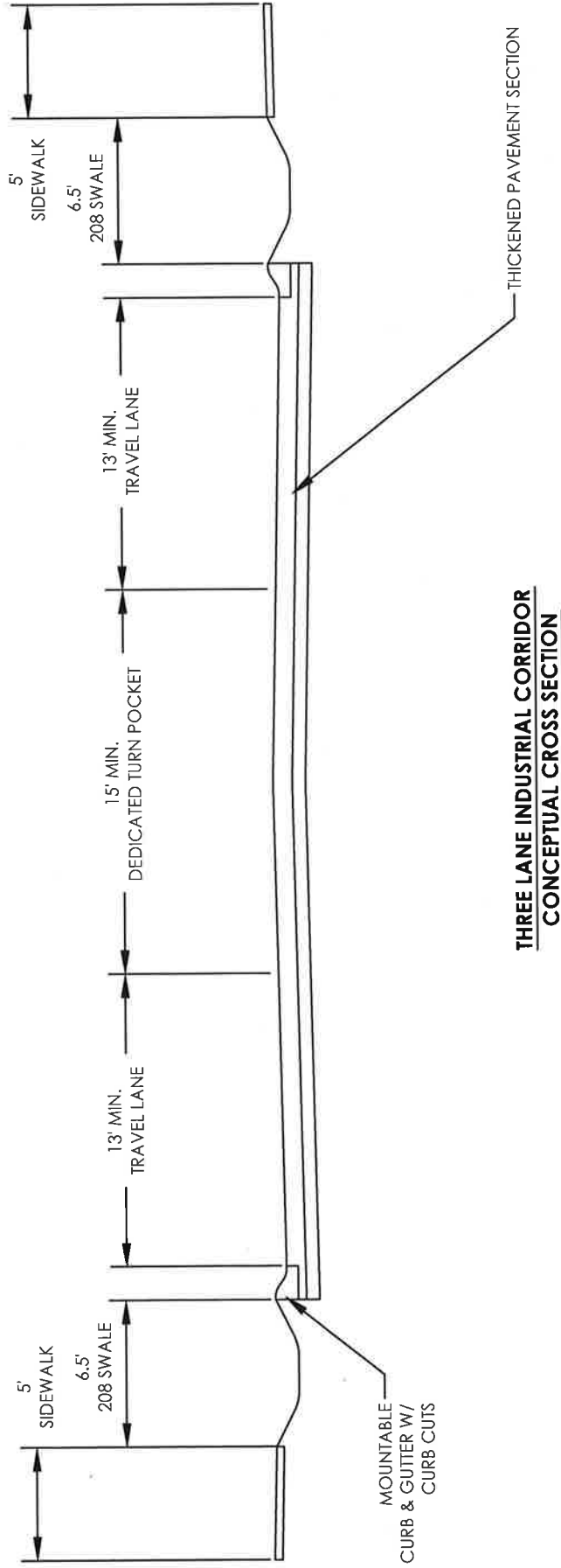
MFA JOB #:	0794.02.02
ISSUE DATE:	05.08.2015
CHECKED:	K. COTTON
DRAWN:	M. REITER
 MAUL FOSTER ALONG I 601 EAST FRONT AVENUE, SE, 202 COEUR D'ALENE, ID 83814 208.664.7880 www.maulfooster.com	

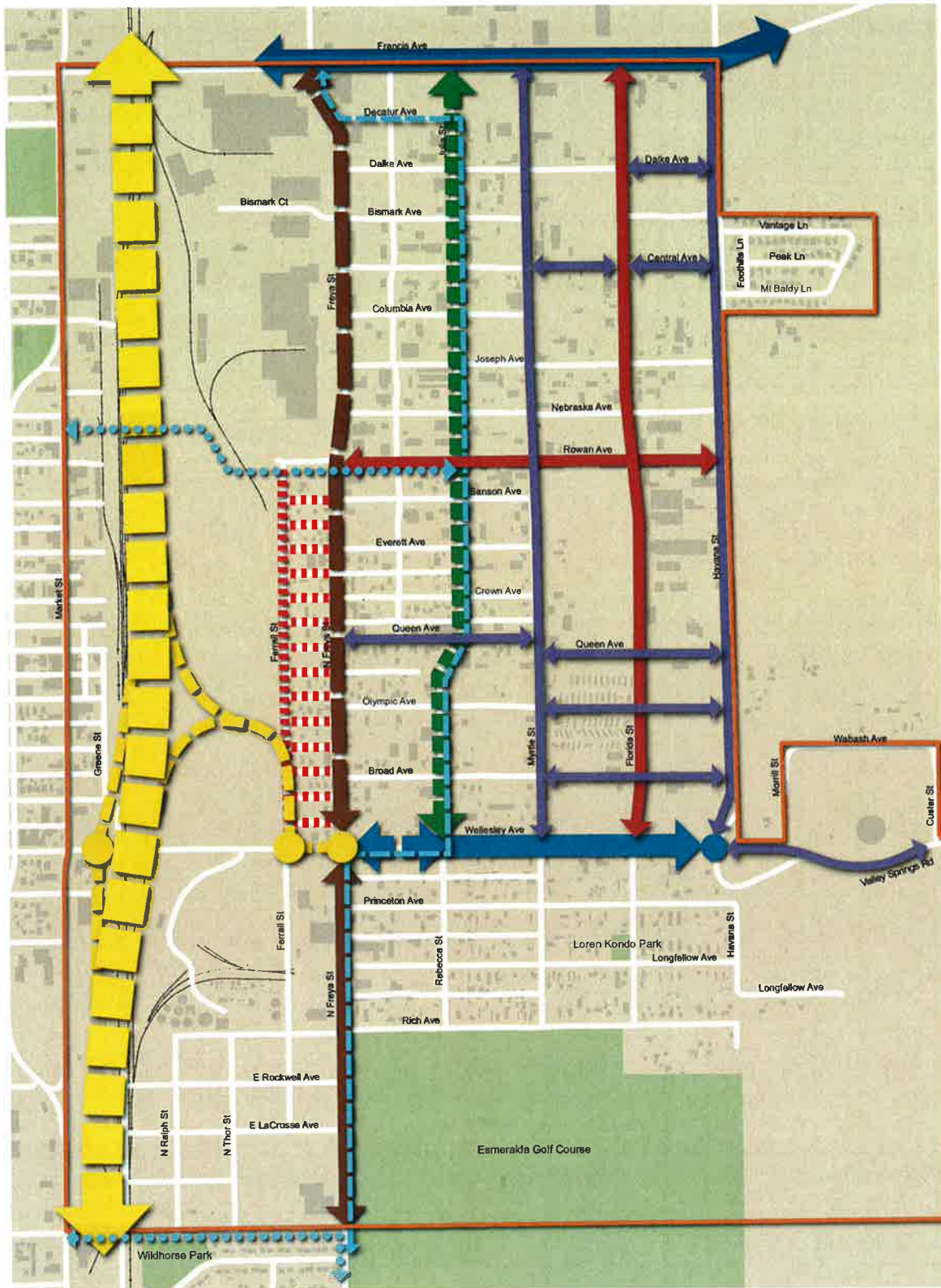
CONCEPTUAL DESIGN STANDARDS - TRANSPORTATION IMPROVEMENTS

HILLYARD INFRASTRUCTURE ASSESSMENT & NEEDS ANALYSIS

CITY OF SPOKANE
SPOKANE, WASHINGTON

FIGURE
5





LEGEND

- Hillyard Boundary
- Proposed US 395
- Initial Phase Principle Arterial
- Initial Phase Industrial Minor Collector
- Initial Phase Multimodal Road
- Preferred Bike Route
- - - ROW Vacate
- Future Phase Principle Arterial
- Future Phase Industrial Minor Collector
- Future Phase Collector Road
- Future Phase Local Road
- Future Phase Pedestrian Overpass Path
- Future Phase Roundabout

FIGURE 7

Proposed Transportation Improvements in The YARD

City of Spokane
Spokane, Washington



APPENDIX A

PHOTOS





PHOTOGRAPHS

Project Name: Hillyard Infrastructure
Assessment and Needs Analysis
Project Number: 0794.02.01
Location: THE YARD

Photo No.

1

Description

Ponding at road
shoulder.



Photo No.

2

Description

Street improvements.

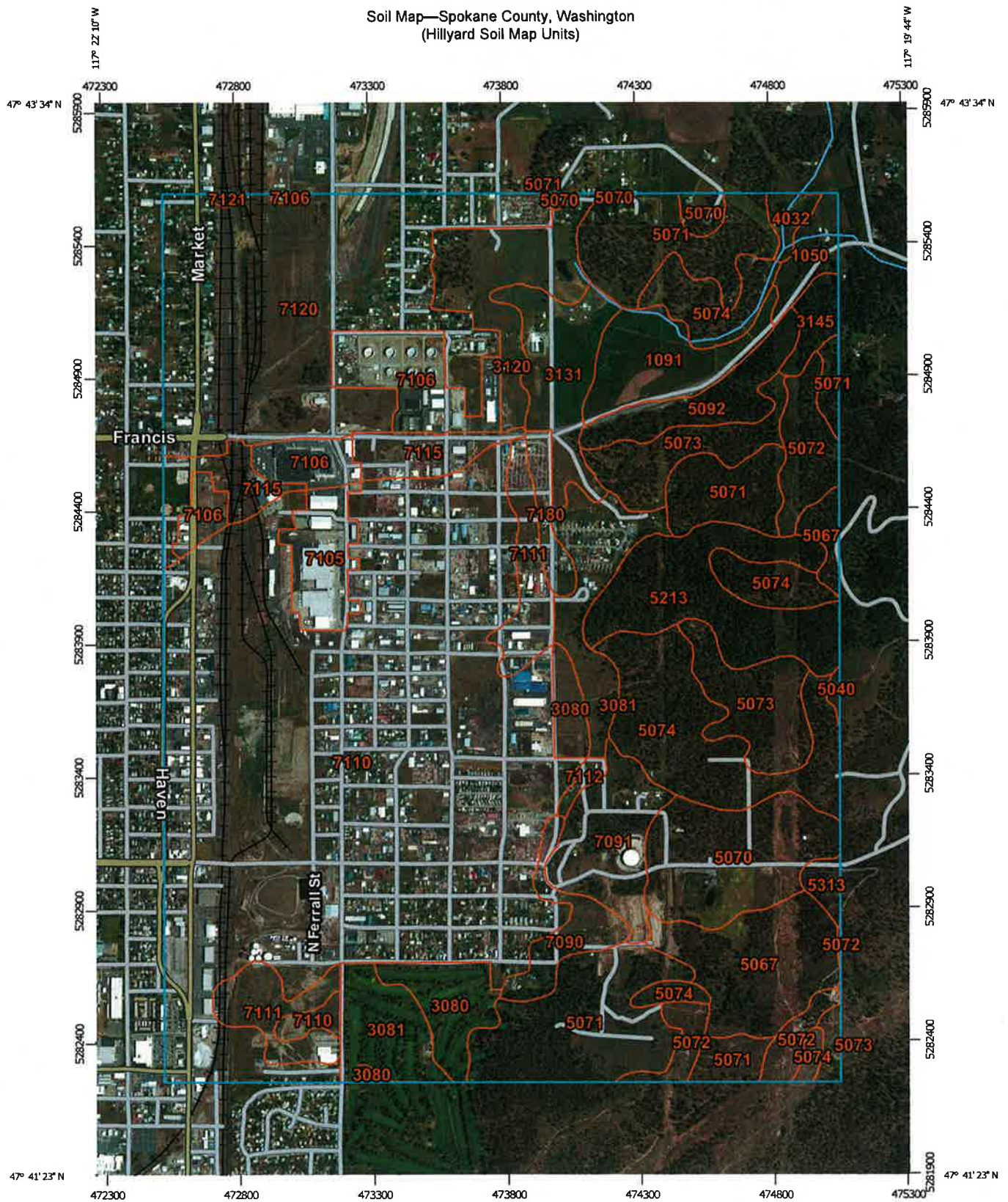


APPENDIX B

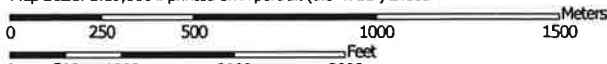
NRCS SOIL MAP SURVEY



Soil Map—Spokane County, Washington
(Hillyard Soil Map Units)



Map Scale: 1:19,600 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 11N WGS84







































Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

10/27/2014
Page 1 of 4

MAP LEGEND

Area of Interest (AOI)	 Area of Interest (AOI)	 Spoil Area
Soils	 Soil Map Unit Polygons	 Stony Spot
	 Soil Map Unit Lines	 Very Stony Spot
	 Soil Map Unit Points	 Wet Spot
Special Point Features	 Blowout	 Other
	 Borrow Pit	 Special Line Features
	 Clay Spot	Water Features
	 Closed Depression	 Streams and Canals
	 Gravel Pit	Transportation
	 Gravelly Spot	 Rails
	 Landfill	 Interstate Highways
	 Lava Flow	 US Routes
	 Marsh or swamp	 Major Roads
	 Mine or Quarry	 Local Roads
	 Miscellaneous Water	Background
	 Perennial Water	 Aerial Photography
	 Rock Outcrop	
	 Saline Spot	
	 Sandy Spot	
	 Severely Eroded Spot	
	 Sinkhole	
	 Slide or Slip	
	 Sodic Spot	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000. Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Spokane County, Washington
Survey Area Data: Version 5, Sep 4, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 4, 2011—Jul 5, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Spokane County, Washington (WA063)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
1050	Hoodoo-Kronquist complex, 0 to 3 percent slopes	15.2	0.7%
1091	Peone ashy silt loam, drained, 0 to 3 percent slopes	41.2	2.0%
3080	Opportunity very gravelly ashy loam, 0 to 3 percent slopes	38.8	1.8%
3081	Opportunity very gravelly ashy loam, 3 to 8 percent slopes	73.6	3.5%
3120	Marble loamy sand, 0 to 8 percent slopes	52.7	2.5%
3131	Phoebe ashy sandy loam, 3 to 8 percent slopes	45.6	2.2%
3145	Wapal ashy coarse sandy loam, 15 to 30 percent slopes	11.5	0.5%
4032	Lakespring ashy loam, 8 to 25 percent slopes	7.3	0.3%
5040	Spokane-Swakane complex, 3 to 15 percent slopes	1.6	0.1%
5067	Quinnamose-Micapeak complex, 15 to 30 percent slopes	69.2	3.3%
5070	Lenz-Spokane complex, 3 to 15 percent slopes	75.7	3.6%
5071	Lenz-Spokane complex, 15 to 30 percent slopes	169.2	8.1%
5072	Lenz-Rock outcrop complex, 3 to 15 percent slopes	45.2	2.2%
5073	Lenz-Rock outcrop complex, 15 to 30 percent slopes	75.4	3.6%
5074	Lenz-Rock outcrop complex, 30 to 60 percent slopes	127.5	6.1%
5092	Brevco-Rock outcrop complex, 30 to 60 percent slopes	31.3	1.5%
5213	Kruse ashy silt loam, 30 to 55 percent slopes	74.1	3.5%
5313	Kramerhill-Spokane complex, 8 to 25 percent slopes	6.4	0.3%
7090	Urban land-Lenz, disturbed complex, 3 to 15 percent slopes	23.6	1.1%
7091	Urban land-Lenz, disturbed complex, 15 to 30 percent slopes	45.1	2.1%

Spokane County, Washington (WA063)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7105	Urban land, gravelly substratum, 0 to 15 percent slopes	29.3	1.4%
7106	Urban land, sandy substratum, 0 to 15 percent slopes	65.9	3.1%
7110	Urban land-Opportunity, disturbed complex, 0 to 3 percent slopes	630.8	30.0%
7111	Urban land-Opportunity, disturbed complex, 3 to 8 percent slopes	49.8	2.4%
7112	Urban land-Opportunity, disturbed complex, 8 to 15 percent slopes	3.9	0.2%
7115	Urban land-Marblespring, disturbed complex, 0 to 3 percent slopes	42.3	2.0%
7120	Urban land-Marble, disturbed complex, 0 to 3 percent slopes	233.4	11.1%
7121	Urban land-Marble, disturbed complex, 3 to 8 percent slopes	1.2	0.1%
7180	Urban land-Phoebe, disturbed complex, 0 to 3 percent slopes	12.6	0.6%
Totals for Area of Interest		2,099.3	100.0%

Soil Map—Spokane County, Washington
(Hillyard Soil Groups)












































Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

10/27/2014
Page 1 of 3

MAP LEGEND

	Area of Interest (AOI)		Area of Interest (AOI)
	Soils		Soil Spot
	Soil Map Unit Polygons		Very Stony Spot
	Soil Map Unit Lines		Wet Spot
	Soil Map Unit Points		Other
	Special Point Features		Special Line Features
	Blowout		Water Features
	Borrow Pit		Streams and Canals
	Clay Spot		Transportation
	Closed Depression		Rails
	Gravel Pit		Interstate Highways
	Gravelly Spot		US Routes
	Landfill		Major Roads
	Lava Flow		Local Roads
	Marsh or swamp		Background
	Mine or Quarry		Aerial Photography
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Spokane County, Washington
Survey Area Data: Version 5, Sep 4, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 4, 2011—Jul 5, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Spokane County, Washington (WA063)			
Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
3080	Opportunity very gravelly ashy loam, 0 to 3 percent slopes	0.6	0.1%
3081	Opportunity very gravelly ashy loam, 3 to 8 percent slopes	0.2	0.0%
3131	Phoebe ashy sandy loam, 3 to 8 percent slopes	0.4	0.1%
7090	Urban land-Lenz, disturbed complex, 3 to 15 percent slopes	5.7	0.8%
7091	Urban land-Lenz, disturbed complex, 15 to 30 percent slopes	0.9	0.1%
7105	Urban land, gravelly substratum, 0 to 15 percent slopes	29.3	4.1%
7106	Urban land, sandy substratum, 0 to 15 percent slopes	21.6	3.0%
7110	Urban land-Opportunity, disturbed complex, 0 to 3 percent slopes	568.9	78.8%
7111	Urban land-Opportunity, disturbed complex, 3 to 8 percent slopes	49.5	6.9%
7115	Urban land-Marblespring, disturbed complex, 0 to 3 percent slopes	31.6	4.4%
7120	Urban land-Marble, disturbed complex, 0 to 3 percent slopes	4.8	0.7%
7180	Urban land-Phoebe, disturbed complex, 0 to 3 percent slopes	8.7	1.2%
Totals for Area of Interest		722.1	100.0%

Spokane County, Washington

7110—Urban land-Opportunity, disturbed complex, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: 2mdmw

Elevation: 1,800 to 2,200 feet

Mean annual precipitation: 18 to 20 inches

Mean annual air temperature: 45 to 50 degrees F

Frost-free period: 100 to 130 days

Farmland classification: Not prime farmland

Map Unit Composition

Urban land: 60 percent

Opportunity, disturbed, and similar soils: 35 percent

Minor components: 5 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Urban Land

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 8

Description of Opportunity, Disturbed

Setting

Landform: Outwash plains

Landform position (three-dimensional): Tread

Down-slope shape: Linear

Across-slope shape: Linear

Parent material: Sandy and gravelly glaciofluvial deposits with minor amounts of volcanic ash and loess in the upper part

Typical profile

Ap - 0 to 7 inches: very gravelly ashy loam

A1 - 7 to 13 inches: extremely gravelly ashy loam

A2 - 13 to 19 inches: extremely gravelly ashy loam

Bw1 - 19 to 33 inches: extremely gravelly loam

Bw2 - 33 to 43 inches: extremely gravelly loam

Bq - 43 to 53 inches: extremely gravelly loamy coarse sand

BCK - 53 to 60 inches: extremely gravelly coarse sand

Properties and qualities

Slope: 0 to 3 percent

Depth to restrictive feature: More than 80 inches

Natural drainage class: Well drained

Capacity of the most limiting layer to transmit water (Ksat):

Moderately high (0.20 to 0.57 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 2 percent
Salinity, maximum in profile: Nonsaline (0.0 to 0.2 mmhos/cm)
Available water storage in profile: Low (about 4.5 inches)

Interpretive groups

Land capability classification (irrigated): 2s
Land capability classification (nonirrigated): 4s
Hydrologic Soil Group: C
Other vegetative classification: ponderosa pine/Idaho fescue
(CN140)

Minor Components

Garrison, disturbed

Percent of map unit: 1 percent
Landform: Outwash plains
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: ponderosa pine/bluebunch
wheatgrass (CN130)

Springdale, disturbed

Percent of map unit: 1 percent
Landform: Outwash terraces
Landform position (three-dimensional): Riser
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: ponderosa pine/common snowberry
(CN170)

Bong, moist, disturbed

Percent of map unit: 1 percent
Landform: Outwash plains
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: ponderosa pine/common snowberry
(CN170)

Hardesty, disturbed

Percent of map unit: 1 percent
Landform: Drainageways, depressions
Landform position (three-dimensional): Tread
Down-slope shape: Linear, concave
Across-slope shape: Linear, concave
Other vegetative classification: ponderosa pine/ninebark (CN190)

Marblespring, disturbed

Percent of map unit: 1 percent
Landform: Outwash terraces
Landform position (three-dimensional): Tread

Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: ponderosa pine/bluebunch
wheatgrass (CN130)

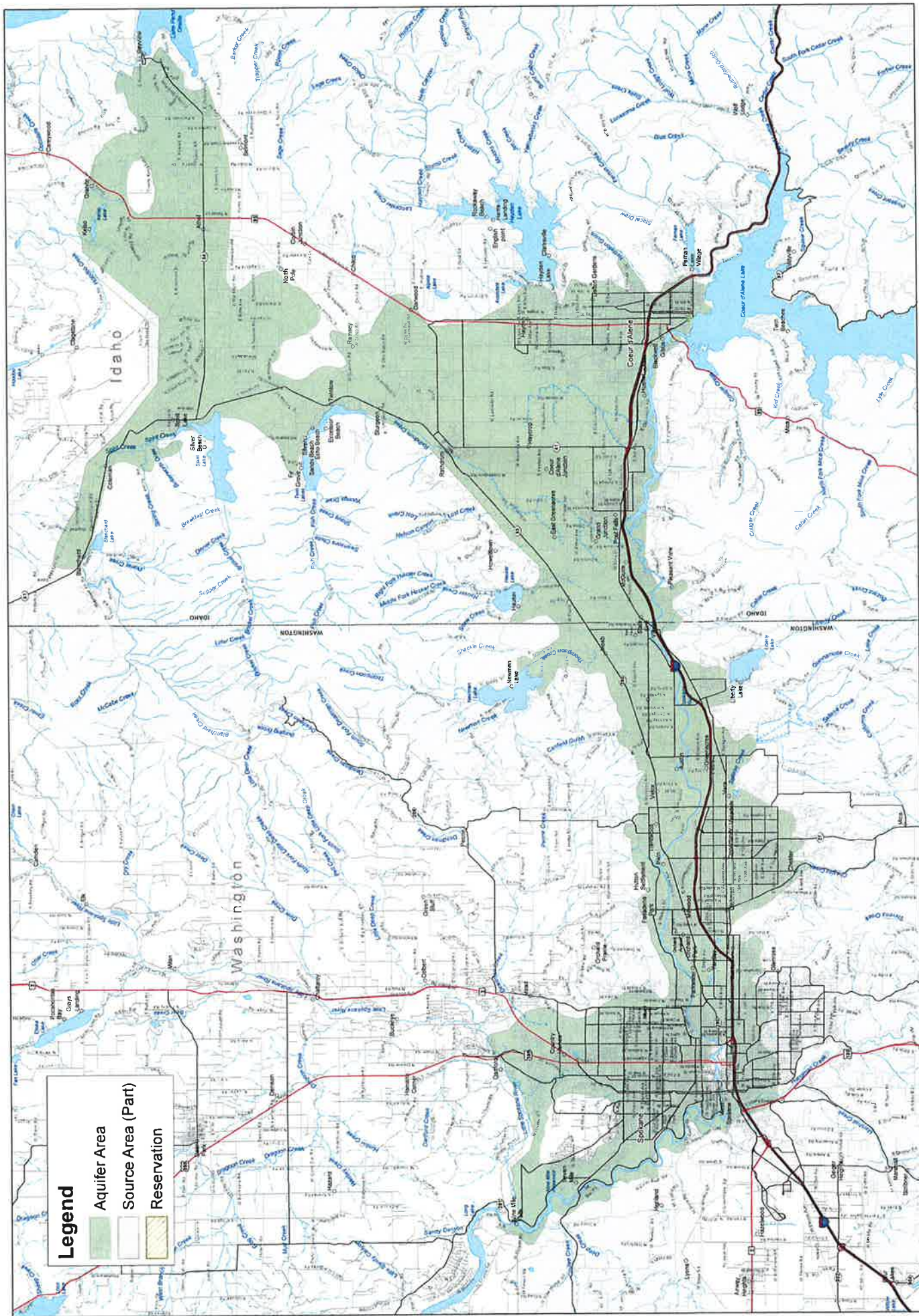
Data Source Information

Soil Survey Area: Spokane County, Washington
Survey Area Data: Version 5, Sep 4, 2014

APPENDIX C

SVRP AQUIFER





Spokane-Rathdrum Sole Source Aquifer Aquifer Area and Part of Source Area

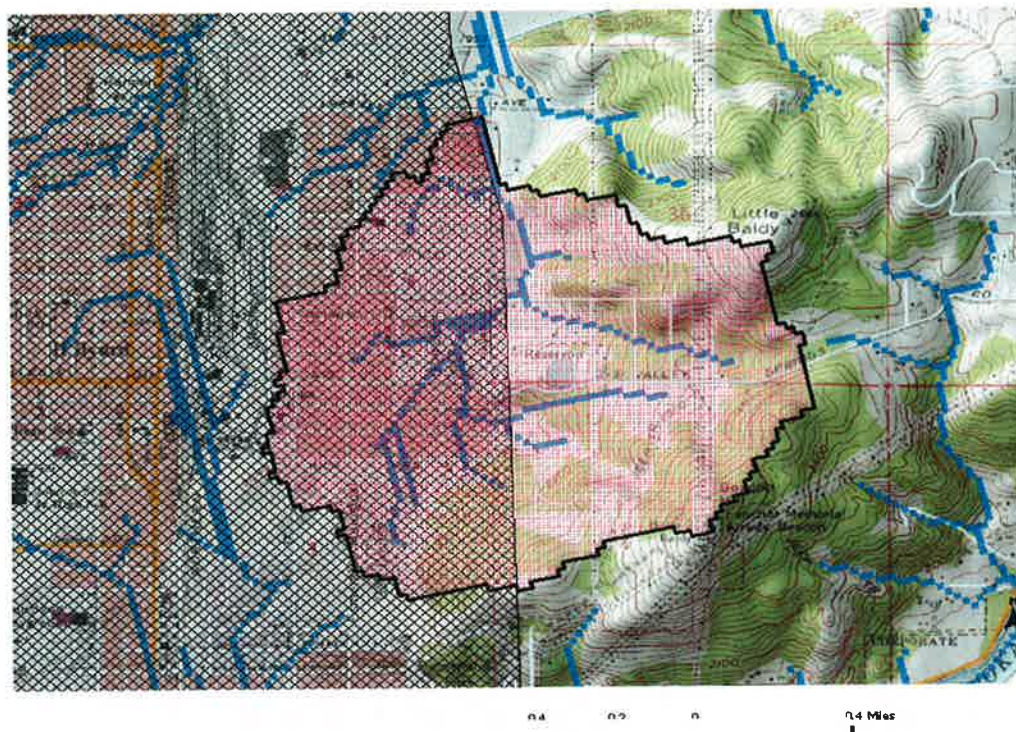
The U.S. Environmental Protection Agency (EPA) has completed a study of the Spokane-Rathdrum Sole Source Aquifer. The study was conducted to determine the extent of the aquifer and to assess the potential for contamination. The study was completed in 1998. The EPA is committed to providing the public with accurate and reliable information. The EPA is committed to protecting the environment and the health of the people. The EPA is committed to providing the public with accurate and reliable information. The EPA is committed to protecting the environment and the health of the people. The EPA is committed to providing the public with accurate and reliable information. The EPA is committed to protecting the environment and the health of the people.

APPENDIX D

STREAMSTATS



Valley Springs Watershed StreamStats Delineation



Explanation

- | | |
|----------------------------------|-------------------------------------|
| ☆ GlobalWatershedPoint | ▲ Gaging Station, Continuous Record |
| ■ GlobalWatershed | ▲ Low Flow, Partial Record |
| ■ Stream Grid | ▲ Peak Flow, Partial Record |
| ⊠ Areas of limited functionality | ▲ Peak and Low Flow, Partial Record |
| | ▲ Stage Only |
| | ▲ Low Flow, Partial Record, Stage |
| | ▲ Miscellaneous Record |
| | ▲ Unknown |



Washington StreamStats

Streamstats Ungaged Site Report

Date: Tue Oct 28 2014 16:33:57 Mountain Daylight Time

Site Location: Washington

NAD27 Latitude: 47.7118 (47 42 42)

NAD27 Longitude: -117.3464 (-117 20 47)

NAD83 Latitude: 47.7116 (47 42 42)

NAD83 Longitude: -117.3474 (-117 20 51)

Drainage Area: 1.27 mi²

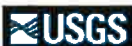
Peak-Flow Basin Characteristics

100% Region 8 (1.27 mi²)

Parameter	Value	Regression Equation Valid Range	
		Min	Max
Drainage Area (square miles)	1.27	0.59	689

Peak-Flow Streamflow Statistics

Statistic	Flow (ft ³ /s)	Standard Error (percent)	Equivalent years of record	90-Percent Prediction Interval	
				Minimum	Maximum
PK2	14.4	130	0.4		
PK10	38.6	110	1		
PK25	54.4	110	1		
PK50	67.3	120	1		
PK100	81.4	130	1		
PK500	118				



Washington StreamStats

Basin Characteristics Report

Date: Tue Oct 28 2014 16:35:24 Mountain Daylight Time

NAD27 Latitude: 47.7118 (47 42 42)

NAD27 Longitude: -117.3464 (-117 20 47)

NAD83 Latitude: 47.7116 (47 42 42)

NAD83 Longitude: -117.3474 (-117 20 51)

Parameter	Value
Area that drains to a point on a stream, in square miles	1.27
Mean Basin Elevation in feet	2170
Minimum Basin Elevation in feet	2000
Maximum Basin Elevation in feet	2660
Relief (maximum - minimum elevation), in feet	653
Mean basin slope in percent	11.2
Percent of area with slope greater than 30 percent	1.06
Percent of area with slope greater than 30 percent and facing North	0.15
Area-weighted forest canopy, in percent, computed from NLCD 2001 canopy dataset	14.9
Mean annual precipitation, in inches	20

The YARD

Heavy Freight User Analysis

May, 2015

Prepared for:
The City of Spokane

ECONorthwest
ECONOMICS • FINANCE • PLANNING



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Acknowledgments

For over 40 years ECONorthwest has helped its clients make sound decisions based on rigorous economic, planning, and financial analysis. For more information about ECONorthwest: www.econw.com.

This project was funded by a grant from the US Department of Commerce, Economic Development Administration's Financial Assistance Award. ECONorthwest prepared this report for the City of Spokane. We received substantial assistance from our partners Maul Foster Alongi, Inc. and Heartland LLC. Teri Stripes was project manager for the City of Spokane and the Northeast Public Development Authority, working collaboratively with the consultant team, and provided valuable assistance on the project.

That assistance notwithstanding, ECONorthwest is responsible for the content of this report. The staff at ECONorthwest prepared this report based on their general knowledge of economic development, and on information derived from government agencies, private statistical services, the reports of others, interviews of individuals, or other sources believed to be reliable. ECONorthwest has not independently verified the accuracy of all such information, and makes no representation regarding its accuracy or completeness. Any statements nonfactual in nature constitute the authors' current opinions, which may change as more information becomes available.

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Executive summary

As part of an Economic Development Administration's grant, the City has contracted with the ECONorthwest Team to analyze the implications of future development of "heavy freight users" in the YARD. The purpose of the analysis is to 1) better understand the needs of heavy freight oriented businesses and 2) determine the feasibility for enhancing infrastructure of current and future heavy freight users in the YARD. This document describes the results of this analysis.

This analysis constitutes a high-level, long-term planning effort for the YARD. It does not provide a recommendation on the specific types and locations of private development that should occur in the YARD, nor does it provide a specific recommendation on any infrastructure improvements the City should undertake.

Development potential

Ultimately, this analysis identified four broad industry categories that we define as heavy freight users. Those industry categories are:

1. Heavy industrial manufacturing / general manufacturing
2. Food processing
3. High-tech manufacturing / campus industrial
4. Regional (multistate) distribution center and warehouse/distribution

The YARD has substantial development potential for industrial development. However, due to the relatively small size of vacant and redevelopable parcels in the YARD, the most obvious development opportunities are for smaller-scale industrial uses, with only limited potential for heavy freight users, which typically require larger sites.

The best opportunities to accommodate heavy freight users are in the US 395 / Freya corridor. This means that infrastructure improvements to accommodate heavy freight can mostly be focused on that narrow corridor, rather than widespread throughout the entirety of the YARD.

Evaluation of infrastructure need

Transportation infrastructure is inadequate to support these uses in the YARD. The City's current street standards do not include a specific standard that is tailored to the type of traffic that would be generated by heavy freight users.

When the City intends to improve transportation infrastructure in the YARD to accommodate potential future heavy freight users, we recommend using a modified street design standard for Freya and other affected corridors. The

primary differences between the heavy freight user needs and the current street design standards are:

- Thickening of the asphalt pavement
- Widening of travel lanes
- Use of a mountable curb type
- Modification of the proposed configuration of bicycle and pedestrian facilities.

Financial feasibility

Heavy freight users may find development in the YARD financially feasible. The YARD likely represents a viable development opportunity for future industrial users seeking new sites of scale with both highway and rail adjacency. However, the economics of the modeled project indicate very little capacity to pay for much beyond the cost of land.

To attract development of heavy freight users to the YARD, it is necessary for the City and the Northeast Public Development Authority (NEPDA) to initiate and fund the necessary infrastructure improvements to support this growth.

Organization of report

The remainder of this report is organized in the following five sections:

- Introduction
- Development potential
- Evaluation of infrastructure needs
- Financial feasibility
- Conclusions and implications

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1 Introduction

Over the past several years, the City of Spokane's (City's) northeast neighborhoods have cultivated a strong passion for community and economic development that has increasingly focused on the development of the "YARD" – a 500-acre area zoned for heavy and light industrial uses. The area has strong assets with access to the US-395 North American Free Trade Agreement (NAFTA) corridor, BNSF rail, an existing T-1 classification freight route¹, access to utilities, and available sites. However, the lack of critical commercial infrastructure, the potential pollutant contamination and the subsequent need for cleanup have been identified as key challenges to overcome.

As part of the City and NEPDA's continuing efforts, the City is utilizing funding provided through a Washington State Department of Commerce grant to explore the land market conditions, economic opportunities, and potential for creation of a Brownfield Redevelopment Opportunity Zone. The first part of the analysis has been completed and confirmed a strong market orientation for businesses where transportation of heavy goods for the purposes of warehousing and/or production would be a strong competitive advantage.

As part of an Economic Development Administration's grant, the City has contracted with the ECONorthwest Team to analyze the implications of future development of Heavy Freight Users in the YARD. The purpose of the analysis is to 1) better understand the needs of heavy freight oriented businesses and 2) determine the feasibility for enhancing infrastructure of current and future heavy freight users in the YARD. This document describes the results of this analysis.

The analysis was conducted by a consultant team, including the following firms:

- **ECONorthwest** was the project manager, overseeing all pieces of the analysis and organizing the results into this final report. ECONorthwest created the scope of work, defined Heavy Freight Users for the purpose of the analysis, and estimated the likely development potential for Heavy Freight Users in the YARD.
- **Maul Foster Alongi, Inc. (MFA)** took the lead on the infrastructure assessment. MFA forecast the demand for infrastructure that would be generated by the projected development of Heavy Freight Users, with an emphasis on the demand for transportation infrastructure. MFA

¹ The Washington State Freight and Goods Transportation System (FGTS) classifies roadways, freight railroads and waterways according to the annual freight tonnage they carry. The "T" indicates a reference to "truck" tonnage, for which the T-1 classification is the highest classification for state highways. T-1 is used to define roadways that convey more than 10 million tons per year.

evaluated the existing transportation design standards in the area, and recommended changes to better accommodate the traffic load that could be generated by Heavy Freight Users.

- **Heartland LLC (Heartland)** took the lead on the financial feasibility of Heavy Freight Users. Heartland created financial pro formas to determine whether or not these industries could justify development in the YARD from a financial perspective, and how the YARD compares to other industrial areas in the Spokane region.

Ultimately, our analysis recommends policies for the City and NEPDA to improve infrastructure in the YARD, making the area more suitable to attract future development of Heavy Freight Users.

2 Development potential

2.1 Defining Heavy Freight Users

The first step in our analysis was to define “Heavy Freight Users.” We referred to previous studies that had attempted to define industrial business profiles, and identified those industries that typically have heavy freight needs. We then combined numerous specific industries into a smaller number of broader industry clusters, with a common heavy freight user profile and similar site needs.

Our primary source of industry profile information was the Oregon Business Development Department’s *Industrial Development competitiveness Matrix*,² which provides competitive site standards in terms of physical site size, transportation access, utility access, and requirements unique to particular industries.

Ultimately, this analysis identified four broad industry categories that we define as heavy freight users. Those industry categories are:

1. Heavy industrial manufacturing / general manufacturing
2. Food processing
3. High-tech manufacturing / campus industrial
4. Regional (multistate) distribution center and warehouse/distribution

Detailed information on each of these industries is included in Appendix A: Heavy Freight User Profiles. In general, these industries all require relatively large sites (approximately 20+ acres), with flat land, and close proximity to interstate freeways, with a preference for rail access.

2.2 Development potential in the YARD

After defining heavy freight users, we next needed to estimate the YARD’s potential to accommodate future development of these industries. Although the YARD encompasses 500 total acres of land, much of which is vacant or underutilized, there are relatively few consolidated areas of vacant land totaling 20 acres or more. Appendix B: Potential Heavy Freight User Development

² The Business Oregon, Industrial Development Competitiveness Matrix can be accessed here: <http://www.valueofjobs.com/pdfs/land-readiness-docs/Appendix%20E%20Business%20Oregon%20Industry%20Profiles%20Matrix%202.pdf>; We supplemented our profiles with information from the following documents: URS and Development Research Partners for the City of Fort Collins. *Land/Building Needs Analysis for Targeted Industries*. October 2009.

Opportunity Sites, shows areas within the YARD that could potentially accommodate development of Heavy Freight Users.

Potential development sites in the YARD east of Freya Street are generally smaller in total size, divided by the existing public street grid, further from access to US 395, and lacking rail access. For these reasons, we assume that they are unlikely to attract heavy freight users in the foreseeable future.

West of Freya Street, however, there is approximately 40 acres of contiguous vacant or redevelopment-friendly land located between Freya Street and the future alignment of US 395. Not only does this land have good transportation access for trucks, but it also has rail spur access as well. For the purposes of our analysis, we assumed that this area could accommodate the development of two new Heavy Freight Users, each roughly 20 acres in size.

We did not attempt to estimate which of the four industries identified as heavy freight users would locate in the YARD. Instead, subsequent steps in our analysis looked at the average trip generation from two existing and two new users for a total of four heavy freight user industries.

3 Evaluation of infrastructure needs

MFA conducted a review of the profiles for the four industries defined as “heavy freight users” (Appendix A) and assessed their respective infrastructure demands compared to existing infrastructure capacity in the YARD. A detailed analysis of the existing infrastructure capacity in the YARD was previously performed by MFA and documented in an Infrastructure Assessment and Needs Analysis Report (MFA, 2015). Below, we describe the results of the infrastructure needs evaluation, organized by type of infrastructure. Transportation is the focus of this analysis, and has the greatest gap between existing infrastructure and the necessary improvements. Therefore, we focus the bulk of our analysis on transportation.

3.1 Dry utilities

None of the proposed user profiles will require a particularly high level of service from dry utilities (e.g., gas, electric, or fiber-optic) compared to what is available from local purveyors. Some expansion of dry utilities may be required to accommodate certain user profiles, but it is anticipated that individual developers will coordinate with the private utility companies, as necessary, for these improvements.

3.2 Stormwater

None of the proposed user profiles will generate a significant amount of stormwater, compared to any other industrial development scenario. It is assumed that developers will treat runoff and detain flows on-site, in accordance with current best management practices. The City and NEPDA are exploring options for regional stormwater management and may develop additional guidance for industrial development in the YARD.

3.3 Water and sanitary sewer

Several of the user profiles do require a high level of service from potable water and sanitary sewer infrastructure (e.g., 10-inch minimum pipe diameters for the food processing user profile and the high-tech manufacturing or campus industrial profile).

Given the information gathered in the previous report prepared for the City and NEPDA by MFA (MFA, 2015), portions of the existing potable water and sanitary sewer infrastructure in the YARD are insufficient to support the development of the food processing, heavy industrial manufacturing and general manufacturing, and high-tech manufacturing or campus industrial user profiles. This is particularly true on the Freya Street and Julia - Rebecca Street corridors, which

have been previously identified as favorable candidates for industrial development. The insufficient capacity of potable water and sanitary sewer systems through these corridors can be addressed through the extension and upsizing of pipes as described in the previous report (MFA, 2015). In brief, recommended improvements include the extension of properly-sized sewer lines to the southern terminus of N. Ferrall Street and up Julia Street, and the upsizing of undersized water lines on portions of Freya Street and Julia Street. It should be noted that existing potable water and sanitary sewer service may already be suitable for development of the regional (multi-state) distribution center and warehouse/distribution center profiles.

3.4 Transportation

All of the user profiles require a high level of service from transportation infrastructure in the YARD. This is not surprising, as the user profiles were selected specifically for their reliance on heavy freight transportation. The range of average daily trips (ADT) estimated to be generated by the identified user profiles is on the order of 1,000-2,000 ADT per facility, a portion of which will represent large truck traffic delivering freight.

The existing transportation infrastructure in the YARD (i.e., roadway surfaces, lane widths, right-of-way widths, pedestrian facilities and drainage controls), particularly along Freya Street, is unsuitable for the level of demand required by the identified user profiles. The reader is directed to the previous report (MFA, 2015) for a detailed inventory of the existing transportation infrastructure in the YARD.

For the purpose of this heavy freight user analysis we reviewed the current standards governing transportation infrastructure design in the YARD and then focused on challenges or barriers to use that could negatively impact development potential.

3.4.1 Summary of existing standards

Existing transportation infrastructure design standards in the YARD are governed by the City of Spokane Department of Engineering Services Design Standards (City Standards), last revised on February 2007 (City, 2007) and the overall intent of transportation planning is described in the City's Comprehensive Plan (City, 2012). The current standards acknowledge that they cannot provide for all situations, but are intended to guide design and do not preclude variances. The intent of the standards for streets is to "provide efficient and economical travel ways, including pedestrian and bicycle travel, and create a safe and pleasant environment for the citizens of Spokane." (City, 2007) In addition, Spokane Municipal Code (SMC) 17H020.030 describes the intent to design truck routes consistent with freight mobility needs. MFA's recommendations are consistent with both of these objectives.

A summary of the existing design standards that might apply to the development of industrial corridors in the YARD, which we assumed would fall under the collector arterial class, is described below in Exhibit 1.

Exhibit 1. Summary of existing design standards

Parameter	Design Standard Value	Source
HMA Pavement Thickness	5-inch Minimum (Arterial)	Std. Plan W-101A
HMA Binder	PG 70-28 (Arterial)	3.3-21 (City Standards)
HMA Class	Class ½-inch	Std. Plan W-101A
Pavement Base Course Thickness	7-inch Minimum (Arterial)	Std. Plan W-101A
ROW Width	65-foot Minimum (Collector Arterial)	Table 17H.01-1 (SMC 17H.010.060)
Curb-to-Curb Street Width	40-foot Minimum (Collector Arterial)	Table 17H.01-1 (SMC 17H.010.060)
Horizontal Curve Radius	100-foot Minimum	3.3-9 (City Standards)
On-street Parking	Reviewed on case-by-case basis	SMC 17H.010.120
Sidewalks	Required on both sides of the street	SMC 17H.010.180
Sidewalk Width	5-foot Minimum	Table 3-A (City Standards) and Table 3-F (City Standards)
Curbs and Gutters	Integral concrete (vertical) curb and gutter required	3.4-1 (City Standards) and Std. Plan F-106
Medians	Principal Arterial: 15-foot Minimum Width (if included), may include turn lane Collector Arterial: Evaluated case-by-case	3.3-14 (City Standards)
Thru Lane Width	12-feet	Table 3-1 (City Standards)
Two-Way Left Turn Lane Width	14-feet	Table 3-1 (City Standards)
Bicycle Facilities	Only required as specified by the City's Comprehensive Plan or the Spokane Regional Pedestrian/Bikeway Plan	SMC 17H.010.260
Bicycle Lane Width	5-feet	Table 3-A (City Standards)
Curb Return Radii	30-foot Minimum (Collector/Arterial)	Table 3-F (City Standards)
Pedestrian Buffer Strips	Required on both sides	SMC 17H.010.190
Pedestrian Buffer Strip Width	Local Access: 6.5-foot Minimum Arterial: 10-foot Minimum	3.4-3 (City Standards)

3.4.2 City design standards consideration

To assess the capabilities of the existing city standards to meet user profile needs for transportation infrastructure in the YARD, the Heavy Freight User profiles

were reviewed and a series of design parameter checks were performed. The Heavy Freight user profiles informed selection of a governing design vehicle, an estimated traffic loading, a minimum recommended pavement cross-section, and expanded roadway geometry as necessary to ensure safety and efficiency for the public and heavy freight users in the YARD. The results of these checks are provided below.

Industrial design standards consideration

Clearly, if development of the YARD occurs under the parameters of the identified heavy freight user profiles, it will put a significant number of large, heavy vehicles on the roadways. Large vehicles, especially in mass, require special consideration with regard to structural pavement design and geometric roadway design. To provide a safe environment for heavy freight vehicles and efficient infrastructure that allows heavy freight traffic to flow smoothly and continuously, the following core needs have been identified:

- Pavement structures must be robust, to withstand high loads over the design life of the pavement,
- Travel-ways must be sufficiently wide and provide adequate room for drivers to feel safe travelling at the design speed, see their surroundings, and complete turning movements without having to travel outside of their lane,
- Pedestrian and bicycle facilities must be carefully planned and preferably routed around heavy freight areas to locations with less traffic and traffic composed of smaller vehicles, and
- Allowances must be made to minimize queuing, especially with respect to frequent loading and unloading operations at each industrial facility.

These needs are generally self-evident. Heavy loads require thick pavement, wide vehicles require wide lanes, long vehicles require large turning radii, and industrial facilities that rely on truck freight need to account for loading and unloading considerable volumes of product, conveyed in large numbers of trucks, as efficiently as is practical. Large trucks are heavier than average vehicles and can inflict significant damage to pedestrians, bicyclists, other vehicles, or structures in the case of a collision (even at low speeds). Commercial vehicles have impaired visibility when compared to passenger vehicles and may have large blind spots (especially to the rear and on each side).

Evaluation of Industrial design parameters

In order to address the needs of the industrial users, MFA looked closely at the collector arterial and minor arterial standards, which are most applicable for a high rate of truck traffic, and prepared supplementary design recommendations that would accommodate heavy freight users in the YARD. We focused on the

selection of a design vehicle, estimating traffic loading, providing a recommended pavement section, recommending curb and gutter configuration, addressing pedestrian safety, and the roadway geometric design challenges associated with defined industrial corridors and heavy freight users.

DESIGN VEHICLE

A design vehicle is a theoretical vehicle class that is selected to govern the geometric and weathering design of a roadway. In general, the design vehicle is selected to conservatively envelop the characteristics of the largest, heaviest vehicles that are reasonably expected to use a roadway. There are more than 15 primary American Association of State Highway and Transportation Officials (AASHTO) design vehicle classes ranging from passenger cars to double- and triple –trailer semi-trucks. Given that the nature of the industry and business model for each of the user profiles necessitates the movement of large volumes of product via roadway, it is reasonable to assume that large tractor-trailers will regularly be entering and leaving the YARD in the anticipated development scenarios. The AASHTO WB-67 interstate semitrailer was selected as the design vehicle based on the likely development scenario. The WB-67 is commonly used as a design vehicle for highway design, and is representative of a variety of vehicles regularly used for hauling commercial freight as is expected. Additional information on the AASHTO WB-67 interstate semi-trailer is included in Exhibit 2.

Exhibit 2. WB-67 design vehicle information

Parameter	Value	Source
Length	73.5'	AASHTO, 2004 Exh 2-1
Height	13.5'	
Width	8.5'	
Minimum design turning radius	45'	AASHTO, 2004 Exh 2-2
Centerline turning radius	44'	
Minimum inside radius	4.4'	

We recommend that the design of any transportation improvements in the YARD intended to serve the identified user profiles utilize the WB-67 as the governing design vehicle. This applies to master planning efforts, roadway capacity analysis, geometric design, pavement design, intersection design, roundabout design, and signaling design.

TRAFFIC LOADING

ECONorthwest identified the development potential for two heavy freight users of approximately 20-acres each. Both of these developments would likely occur on the west side of the YARD, between US 395 and Freya Street. ECONorthwest did not identify which of the four heavy freight user profiles would be most likely to develop in the YARD. The specific user profile is not as important to the

transportation capacity as is the actual trip generation for heavy freight vehicles. MFA used the average traffic generation for each of the four user profiles provided by ECONorthwest to estimate a sample traffic load to dictate the needs assessment for heavy freight.

The approach for the needs assessment was to utilize the user profile 20-acre ideal site size and average the estimated ADT across the range presented in the four different heavy freight user profiles. The estimated loading from the existing industrial heavy freight users in the YARD (e.g., Safeway, and Food Services of America) was combined with the estimated loading from potential future heavy freight development in the YARD. This results in a hypothetical scenario in which the YARD is fully developed with the two existing and two new facilities for a total of four facilities that fit into the representative user profile matrix. The resulting estimated traffic loading of a built-out YARD (with the identified user profiles) ranges from 4,000-8,000 ADT. We selected the midpoint in our range at 6,000 ADT for the purposes of further evaluation.

Roadway design life is evaluated based on a measure of the Equivalent Single Axle Loads (ESALs). ESALs are figured as a percentage of an 18,000-pound single axle load. We assumed that the 6,000 ADT would consist of a combination of passenger vehicles (for commuting employees and customers) and large trucks assumed to be equal in size and weight to the design vehicle (WB-67 delivering freight for the commercial enterprises). No traffic counts for commercial vehicle traffic along Freya Street were available. To estimate traffic loading and provide a recommendation, we made an educated guess of a composition of 80% passenger vehicles and 20% design vehicles (WB-67). This ratio should be refined as more data becomes available. A truck conversion factor (CF) of 0.003 was selected for passenger vehicles and a CF of 1.5 was selected to represent the WB-67 design vehicle. The very large delta in the CF values result in passengers having a negligible effect on the total ESAL count and reveals that ESALs caused by the design vehicle are the primary source of damage to paved surfaces. For our hypothetical development scenario the traffic loading was estimated to be 11 million ESALs over a 20-year design life. The sample calculation and parameters used to develop this approximation are shown in Exhibit 3. This information constitutes planning level information only. A formal traffic study should be commissioned to discern a design rate in equivalent single axle loads to accommodate heavy freight user needs.

Exhibit 3. Approximating Traffic Loading

ESAL Loading

$$\text{ESALs} = \text{ADT} * \%T_{24} * \%D * \%LF * CF$$

ADT = average daily traffic

$\%T_{24}$ = 24-hour design vehicle (WB-67) percentage

$\%D$ = directional distribution

$\%LF$ = lane factor

CF = truck conversion factor (assumed ESALs per truck)

Loading Growth

$$GF = ((1+r)^n - 1)/r$$

GF = Growth Factor

r = estimated growth rate

n = analysis period

Design Life ESALs

$$\text{ESAL}_n = \text{ESAL}_{i_{yr}}(GF)$$

ESAL_n = ESALs for period n

ESAL_{i_{yr}} = initial year ESALs

GF = Growth Factor

PAVEMENT CROSS-SECTION

MFA reviewed the site characteristics, regional design standards for industrial class roads, and considered the potential traffic loading scenario described above to evaluate the existing city standards and provide recommendations for pavement design. A minimum pavement cross-section recommendation was determined by comparing the approximate traffic loading, discussed above, to Table 5.1. Flexible and Rigid Pavement Layer Thicknesses for New or Reconstructed Pavements from the Washington State Department of Transportation Pavement Policy (WSDOT) (WSDOT, 2011).

The 11 million design period ESALs described above correspond to WSDOT Table 5.1 for a recommended layer thickness of 10-inches of Hot Mix Asphalt (HMA) and 6-inches of crushed surfacing base course (CSBC) on competent subgrade (See Appendix C: Recommended Pavement Section). These thicknesses represent a significant pavement section similar to those used on major interstate highways and much larger than those typically used on local city streets. The additional thickness corresponds to a greater cost to install a lane-mile of pavement and at some point a comparison of flexible and rigid pavement (i.e., HMA vs. concrete pavement) should be performed. Flexible pavement is recommended due to its ubiquity, but a cost/benefit analysis should be performed to verify that flexible pavement is more cost-effective than rigid pavement (reinforced concrete) in the YARD. During consideration of an industrial pavement cross section, the City may want to consider how implementing load limits or length and width restrictions affect the potential

user profiles recommended for the YARD. The 10-inch pavement section estimated above is based on the assumption that truck traffic bearing heavy loads will be frequent, which corresponds to a high ESAL count. In the event that the City moves forward with a transportation master plan for the YARD, it is likely there is an optimum design that will balance providing the necessary structure for truck traffic with a lesser pavement thickness compared to our estimate as indicated above. This would allow the City to construct a pavement cross section that closely resembles current City standards and still provides the required 20-year service life.

LANE WIDTH

There are two considerations for lane widths with respect to WB-67 vehicles (heavy freight users), the length of a thru lane and the length of a lane during a turn. Lane widths are commonly widened through a turn to account for the tracking of rear axle wheels that don't match the path of the front axle wheels. MFA recommends a 13-foot minimum lane width for the linear portions of industrial corridors in the YARD, in accordance with the recommendation from AASHTO for a principal urban arterial with significant truck traffic. Where the roadway is curvilinear, MFA recommends that the lane width be widened to a minimum of 18-feet, but that consideration is given to the radius on the inner edge of the pavement in accordance with the recommendations of AASHTO. Very tight curve radii, like those found in round-a-bouts may require an even larger lane width, or may necessitate use of a mountable curb and elevated truck apron. Properly designed round-a-bouts can offer an appealing alternative to stop controlled intersections due to the necessarily larger turn radii, fewer points of potential vehicle conflict, reduction in overall starts and stops, and traffic calming. The largest drawback to the use of round-a-bouts is usually the scope of right of way acquisition required to accommodate the larger geometry.

As described in detail below, it is recommended that a two-way left-hand turn lane be incorporated into the industrial corridors in the YARD. A minimum width of 18-feet is recommended for this lane, to allow for adequate clear space around trucks queuing for a turn into industrial facility driveways. An 18-foot width gives extra space that allows for trucks in the thru lanes to continue moving past slowed or stopped trucks in the left hand turn lane without feeling the need to slow down.

NUMBER OF LANES

The number of lanes necessary in the YARD to adequately serve the development of the design user profiles should be determined through an in-depth capacity study; however, a preliminary recommendation of three lanes is provided herein. It should be noted that, while unlikely, it is possible that two lanes in each direction may be required to pass peak traffic at a minimum level-of-service C. A cross-section of the three-lane concept is provided in Appendix D. This concept provides for one lane in each direction for thru traffic and one

dedicated “turn pocket,” or two way left-hand turn lane, for traffic to turn into facility driveways. A two-way-left hand turn lane is warranted due to the large size of the design vehicle (which necessitates a large amount of room to make tight maneuvers such as those required to turn into facility driveways) and the significant number of vehicles expected to be regularly leaving and entering facilities along the industrial corridor to be loaded or unload freight. It will be crucial to give trucks a dedicated lane to queue and make turns into facility driveways to prevent congestion on the thru lanes.

CURBS

In order to provide flexibility to large trucks, construct a forgiving driving environment, and prolong the useful life of constructed infrastructure, vertical curbs are not recommended for industrial corridors in the YARD. Instead, mountable curb and gutter systems should be incorporated to the maximum extent practical. Since drivers of large trucks have impaired visibility to the rear and on each side, they may back up until they “feel” the curb against their wheels. Mountable curb systems are designed to accommodate being driven over, while vertical curbs can be damaged and require costly repairs. Additionally, large vehicles require wide areas to perform certain maneuvers (e.g., sharp turns), and may jump their front wheels over the curb. A mountable curb will not be damaged as easily as a vertical curb in this situation.

PEDESTRIAN/BICYCLE FACILITIES

The configuration of sidewalks and bike lanes must be carefully considered on dedicated industrial corridors in the YARD. Firstly, sidewalks and bike lanes encourage pedestrian/bicycle access. Intuitively, pedestrian/bicycle access on an industrial corridor should be discouraged for general safety reasons. As described above, semi-truck drivers have limited visibility to the sides and rear that is not conducive to actively watching for pedestrians or bicyclists. It is favorable to divert pedestrians and bicyclists away from the industrial corridors and onto better-suited streets or onto separated pedestrian paths to the maximum extent feasible. Regardless, it is not recommended to eliminate pedestrian facilities altogether because safe access must be provided for pedestrians that do find their way to the industrial corridor, as some undoubtedly will. For this reason a 5-foot minimum width sidewalk is recommended on each side of the street. Bicycle facilities, particularly shared lanes, are not recommended to be incorporated on the industrial corridors. A comprehensive bicycle route through the YARD should instead be developed in a manner that routes bicyclist around the industrial corridors.

ON-STREET PARKING

In order to maximize the use of right-of-way for heavy freight users and maintain clear zones for visibility, on street parking should be prohibited for industrial corridors in the YARD. Trucks should only park in designated zones on private property while they are being loaded or unloaded. Passenger vehicles

should be parked on private property in designated employee or customer parking areas for each facility. This enables the majority of the right-of-way to be readily available for maneuvering large trucks and allows drivers to move confidently, as they won't have to watch for pedestrians walking out from behind parked vehicles or a door opening from a parked vehicle into the travel-way. An added benefit to the elimination of on street parking within the industrial corridor is that this will reduce the total right of way acquisition necessary.

RIGHT OF WAY

The recommended widened lanes in an industrial corridor necessitate acquisition of additional right of way compared to commercial local access or collector arterial class roadways. Table 3-A from section 3.9 of the City of Spokane Design Standards calls out a minimum Right of Way of 65-feet for both of these roadway classifications. The lane width and number of lanes discussion above indicate the curb-to-curb width is about 44-feet while a minimum of 66-feet would be required to accommodate the recommended roadway geometry. As a result, industrial roadway standards may need to extend to 70-75 feet. Table 3-A indicates a two-lane minor arterial requires a minimum of 75-feet of right of way, which is shown on our recommended industrial cross section in Appendix D: Conceptual Design Standard.

3.4.3 Significant differences from existing city standards

The evaluation of typical industrial corridor design parameters revealed that most of the existing minimum standards are sufficient to address the needs of the heavy freight user (pavement class, pavement binder, ROW-, sidewalk-, and lane-widths, turn radius etc.) The major points of conflict between the heavy freight user needs identified above and the current standards are summarized below in Exhibit 4. Only design parameters where the minimum identified user need varies from than the current design standard are included below.

Exhibit 4. Comparison of existing and recommended design standards

Parameter	Design Standard Value	Heavy Freight User Need
HMA Pavement Thickness	5-inch Minimum (Arterial)	10-inch Minimum
Pavement Base Course Thickness	7-inch Minimum (Arterial)	6-inch Minimum (7-inches recommended consistent with Arterial design requirements)
On-street Parking	Reviewed on case-by-case basis	Not Recommended
Curbs and Gutters	Integral concrete (vertical) curb and gutter required	Mountable curb and gutter Recommended
Medians	Principal Arterial: 15-foot Minimum Width (if included), may include turn lane Collector Arterial: Evaluated case-by-case	Recommended only as a dedicated turn lane
Bicycle Facilities	Only required as specified by the City's Comprehensive Plan or the Spokane Regional Pedestrian/Bikeway Plan	Not Recommended
Curb-to-Curb Street Width	40-foot Minimum (Collector Arterial)	44-foot Minimum (accommodated widened lanes)

As shown above, the primary differences between the heavy freight user needs and the current design standards are the thickening of the asphalt pavement, widening of travel lanes, use of a mountable curb type, and of the proposed configuration of bicycle and pedestrian facilities.

3.4.4 Recommended for City design standards

The development of the YARD is not expected to happen rapidly so the City and NEPDA likely have time to begin work on a regional transportation master plan that addresses many of the questions raised by this heavy freight user analysis. At a minimum we expect the City and NEPDA will be able to work with developers and accommodate some of the extra needs for heavy freight by allowing variances from existing standards. If the City prefers to supplement existing standards with policies to support industrial development in the YARD we recommend the adoption of design standards specific to industrial corridors and the development of industrial transportation infrastructure.

Development of Industrial street standards

Industrial street standards are identified in industrial areas to recognize that the typical traffic composition varies substantially from other transportation networks. Industrial roads feature larger, heavier types of vehicles with large turning radii and reduced visibility. Industrial streets basically function as minor arterials that route industrial vehicles from highways and the arterial system to

and from industrial districts. A conceptual, three-lane, industrial street cross section is provided in Appendix D with reasoning provided below.

The three lane cross section will work very well in an area like the YARD where traffic volumes will be moderate and where left turning movements are expected to be frequent. Site access locations should be limited such that driveway density is low to moderate with an approximate minimum spacing of about 300 feet between driveways. The need for street trees and any other features that may limit visibility should be carefully considered in an industrial corridor. Most importantly the mechanical design parameters should be evaluated to ensure permanence of investment by the city and any partners.

Even though the typical ADT volume in industrial corridors is low when compared to arterial and collector type streets, the composition of vehicles can often result in a requirement for very robust pavement cross sections to provide the required road surface design life. Additionally, industrial type streets usually feature widened outside lanes to safely accommodate mixed vehicular traffic and provide driver comfort for larger wider vehicles. Dedicated bike lanes are recommended if the street is designated as a bike route however, if possible, bicycle traffic should be routed around industrial corridors for safety reasons.

Industrial corridor costing

We expect that the City will be very interested in any cost difference that may exist between the existing standard section for collector or minor arterials. The planning costs described below are presented as a reference metric to further a discussion of the costs and benefits of constructing industrial rated infrastructure in the yard. In the previous infrastructure assessment (MFA, 2014) we determined that North Freya Street needed improvements for approximately 7,900 lineal feet through the YARD. The cost of the construction was estimated in three ways in Exhibit 5 below. The exhibit serves to provide a planning level cost difference between the proposed thickened industrial section and two relevant alternative city standard sections.

Exhibit 5. Design section cost comparison

Section	Estimated Cost per LF	Estimated Cost per Mile	North Freya Construction Cost
Proposed Standard Industrial Cross Section (3-lane)	\$710.00	\$3,748,800.00	\$5,609,000.00
Existing Standard Minor Arterial Section (4 lane)	\$730.00	\$3,854,400.00	\$5,767,000.00
Existing Standard Collector Arterial Section (2 lane)	\$600.00	\$3,168,000.00	\$4,740,000.00

The estimated costs described above were formed under a specific set of assumptions and may not correlate closely with construction costs typical to the City. However, the interrelationship of the costs is valid and may be used to understand the relative expected differences in cost. The important takeaway from the costing exercise is that the robust section and three-lane configuration proposed for the industrial street results in costs that are competitive with the minor arterial configuration but not the minor collector standard.

3.5 Transportation infrastructure recommendations

The recommendations in this report and the user profile needs which were identified should be considered preliminary. In order to develop an informed design, a detailed engineering analysis should be performed to verify the assumptions included in this report. The pavement design, number of lanes, lane widths, etc. are all subject to change resulting from a detailed analysis.

As described the previous report (MFA, 2014), the Freya Street corridor is considered a prime candidate for an industrial corridor and truck route in the YARD. MFA recommends that the City and NEPDA construct Freya Street as an industrial transportation corridor in kind with the conceptual industrial cross-

section provided in Appendix D to best serve the needs of industrial users and to promote industrial development in the YARD. The City should supplement or allow variances from their existing design standards to address the needs of heavy freight users in the YARD. The changes should address the widened lanes, the recommended deliberate elimination of bicycle lanes, medians, and on-street parking, and the use of mountable curb in place of the standard vertical curb. As described above, the primary justification for these variances is for safety and the secondary consideration is for efficiency of large truck movement.

4 Financial feasibility

The City's approach to funding local infrastructure is like many cities across the nation: *growth should pay for growth*. This approach seeks to leverage private funding sources (principally through the land development process and transportation impact fees) with forms of public funding, especially from the Federal and State level. However, requiring private contribution to offsite infrastructure improvements can have a very detrimental impact on development feasibility. This is especially true in secondary markets such as Spokane where development economics already pose a challenge to feasibility. Burdening proposed projects with additional infrastructure costs is likely to drive development projects below a feasible threshold. Heartland used project-level pro formas to evaluate this impact on prospective users within the YARD. The findings of this analysis will give the City and NEPDA a clearer picture of whether current economics in the YARD would allow projects to bear additional infrastructure costs.

4.1 Heavy Freight Feasibility Assessment

The four user types discussed in this report would each analyze development feasibility from different perspectives. The use and form of ownership associated with each creates different metrics by which development would be analyzed.

Heavy manufacturing, food processing and high-tech users are often characterized as owner-operators. For these types of users, development decisions are driven by internal factors and operational performance metrics that impact their willingness to pay for new facilities. Owner-operators will gravitate to sites that meet its operational requires and provide it with the best access to its customers. If there are multiple sites for an owner-operator to choose from that meet the operational requirements then total development costs associated with land acquisition, on and off-site infrastructure development costs, and access to incentives. This makes it difficult to speculate on potential decision making and the ability of these users to support additional costs associated with development.

Conversely, distribution centers are sometimes owned by users, but more commonly these facilities are built by developers who then lease space to the end operators. These developers are motivated by more traditional investment metrics that make it easier to understand the relative cost and value of new development from a financial perspective.

As such, we focused our pro forma analysis on the warehouse and distribution use as a means of understanding the economics associated with new development in the YARD. Evaluating development through the lens of an

investor gives us a clear picture of cost, profit, and the impact of additional fees on a developer's ability to fund a project.

Heartland analyzed the feasibility of warehousing or distribution development using a technique known as residual land value (RLV) modeling. This method involves comparing the total cost of development to the finished value of a project to arrive at a residual that serves as a proxy for what a developer would be willing to pay for land. This requires a clear understanding of typical construction costs, developer profit metrics and lease structures as well as market data such as rents and utility costs. Heartland conducted a survey of recent industrial construction projects to arrive at these inputs.

To arrive at a RLV and assess ability to pay for additional infrastructure, Heartland modeled a hypothetical distribution center project. A typical center developed on a 20-acre site would yield a building area of approximately 480,000 square feet. With market-based rent and lease cost assumptions, this would yield a net operating income (NOI) to the owner of approximately \$2.5M annually. At a capitalization rate consistent with recent transactions in the area, the implied value of the finished project is just over \$44.2M.

Exhibit 6. Distribution Program Summary

Distribution Program Summary	
Total Lot Area (acres)	20.00
Gross Building Area (sf)	480,000
Assumed Annual NOI	\$2,546,000
Cap Rate	5.75%
Project Value	\$44,280,000

Hard costs associated with development are estimated to be \$28M and include all onsite earthwork, utilities, vertical construction and costs associated with builder profit and contingency. Soft costs are estimated to be \$7M and include design, financing costs, permitting, developer fees and other costs incurred outside of construction. These numbers represent the effective cost of developing the project but do not account for profit to the developer. In order to understand how much a developer would be willing to pay for land associated with the project, profit must also be considered.

Developers often think of profit as a spread between the entrance and exit cap rates of a project. The value derived from the higher cap rate in that spread applied to the NOI represents a "supportable project value". This number is the total value of a project necessary to cover costs plus the developer's desired profit margin. An industry average is a spread of approximately 75 basis points or 0.75%. On this hypothetical project's NOI, this spread would equate to approximately \$5.1M in developer profit. Subtracting total costs from supportable project value results in the total amount a developer can afford to

pay for the underlying land. In this case, the RLV is approximately \$4M or just under \$5 per square foot of land area.

Exhibit 7. Pro Form Outputs

Distribution Program Costs		Residual Land Value	
Hard Costs	\$28,114,234	Supportable Value	\$44,280,000
Soft Costs	\$7,028,558	Project Cost	\$40,252,096
Total Cost Before Land	\$35,142,792	Residual Land Value	\$4,027,904
Developer Profit	\$5,109,304	Per Square Foot	\$4.62

A key question raised by the City and NEPDA was to what level industrial users seeking to locate in the YARD would be able to pay for associated offsite infrastructure development. As noted in this report, roadway improvements are likely critical in the Freya corridor to accommodate heavy truck traffic in the quantities generated by industrial users. **However, given the analysis above, it is highly unlikely that typical industrial developers will be able to support additional infrastructure costs at anything resembling prevailing land prices.** Rough estimates on the cost of improving the Freya corridor, shown in Exhibit 5, total \$5.6M (not counting the cost of private land acquisition to widen the right of way). In order for a developer to fund even half of this improvement, land would likely need to cost less than \$3.00 per square foot on a 20-acre site.

Exhibit 8. Ability to Pay for Infrastructure by Land Price

Land Price/sf	\$3.00	\$3.50	\$4.00	\$4.50	\$5.00
Residual	\$1.4 M	\$1.0 M	\$0.5 M	\$0.1 M	(\$0.3) M

Put another way, the RLV analysis showed that a distribution developer could afford to pay approximately \$4.62 per square foot for a 20 acre site before any contributions to Freya improvements. **As the table below shows, if all of the Freya costs were to be charged to this development then the ability to pay for land would be reduced to below zero (-\$1.81 per square foot).** If the developer were to be charged for one half of the improvement costs, then the ability to pay for land would be \$1.41 per square foot..

Exhibit 9. Ability to Pay for Land with Offsite Infrastructure Cost

	100% of Freya Costs		50% of Freya Costs	
	Cost	\$/Land SF	Cost	\$/Land SF
Ability to Pay (RLV)	\$4,027,904	\$4.62	\$4,027,904	\$4.62
Infrastructure Costs	\$5,600,000	\$6.43	\$2,800,000	\$3.21
Remainder for Land	-\$1,572,096	-\$1.81	\$1,227,904	\$1.41

Based this assessment, a single heavy freight user would have a difficult time paying for these improvements without having access to low cost land. A partial

contribution may be feasible; however, if this charge were to be required by the City then a user would likely strongly consider other alternatives where this cost would not be required.

4.2 Competitive Landscape

Spokane County contains a great deal of industrial land, much of which is clustered in or around the City. Central and North Spokane, the Spokane Valley and West Plains each offer a number of vacant or underutilized industrial properties that would likely be competitive to those within the YARD. For purposes of this analysis, industrial lands were identified using the parcel level “present use” field and it includes railroad properties, but excludes airfields. The two largest groupings of industrial land, West Plains and the Central Spokane area, represent over 1,200 acres of vacant or redevelopable industrial land. The total available land within the YARD represents just 7% of county’s total.

Heavy industrial users like those discussed above will often require site areas in excess of 10 acres and most large-scale users require 20 or more acres. This represents a competitive advantage to areas offering adequately sized properties or those large enough to be easily assembled. The YARD contains approximately 50 parcels that are presently vacant or underutilized. However, the average size of these properties, at just over 5 acres, means that a typical heavy industrial user would need to assemble multiple parcels to arrive at an adequately sized site. In comparison, West Plains has approximately 34 parcels, but an average size of over 18 acres.

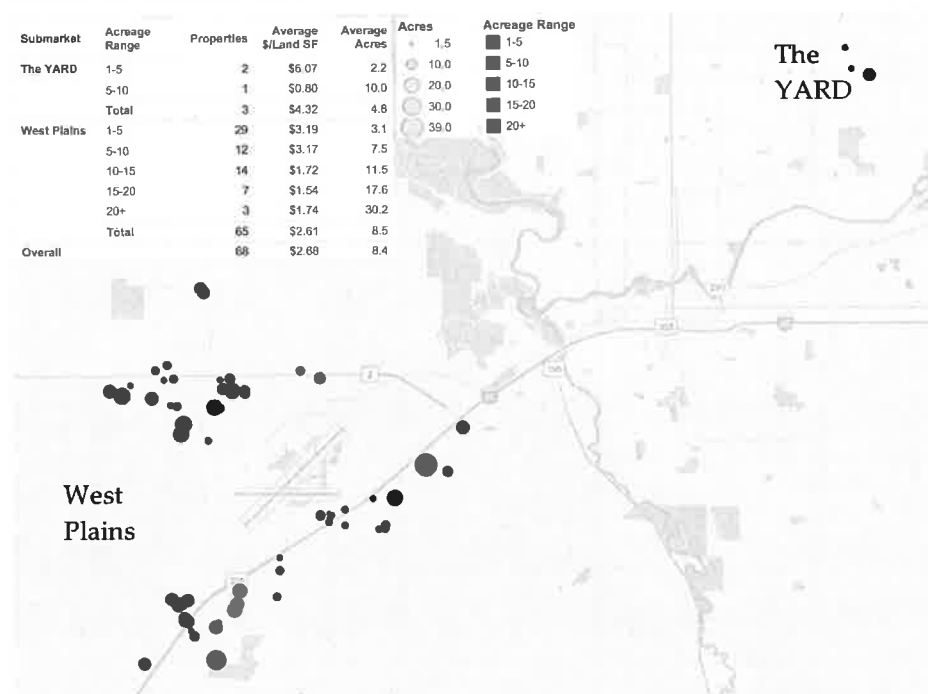
Exhibit 10. Vacant/Underutilized Summary by Submarket

Submarket	Acres	Parcels	Average Acres
Hillyard	273	53	5.2
West Plains	614	34	18.1
Spokane Valley	1173	259	4.5
Central Spokane	154	187	0.8
Nothern Spokane	723	57	12.7
Other	1587	137	11.6

The assessor based analysis of potentially available industrial land illustrates that heavy freight users seeking development sites of 15 acres or more in the YARD will have very few alternatives that do not involve a land assemblage effort. With the exception of the BNSF property west of Freya and east of the future US 395 expansion there are a limited number of full blocks (or near full blocks) that exceed 10 acres. Those users seeking large acreage will likely look beyond the YARD in areas such as the West Plains because that area is equally, if not better, connected to the region and there are a number of available industrial properties listed on the market. The graphic in Exhibit 11 shows there are only 3 properties

currently listed in the YARD; two that are each under 5 acres with an average of 2.2 acres, and one 10 acre site located on the eastern edge of the YARD. The 10-acre site would be competitive with a similar size property in the West Plains on a cost basis; however, existing infrastructure and regional access are better in the West Plains where there are a total of 26 properties currently available between 5 and 15 acres. There are also 10 properties available with at least 15 acres.

Exhibit 11. Industrial Land Active Listings in the YARD & West Plains



The available properties and assessor level parcel analysis suggest the YARD to have fewer alternatives for heavy freight industrial users looking to locate or expand in this region. Other factors that influence competitiveness including access to utilities, incentives, and proximity to workforce are generally level between these two areas; though some municipalities have shown a willingness to subsidize offsite costs to attract new users.

One recent example of this is Airway Heights' assistance in helping Exotic Metals secure 56 acres in its jurisdiction. First, Exotic Metals only had to pay \$0.30 per square foot of land to acquire the property from the Spokane International Airport, which helped recruit them. Besides incentives offered by the state, incentives are coming from Airway Heights include:

- **The payment of two-thirds of the \$167,000 cost of extending a sewer line to the site.**
- **Airway Heights will provide water to the site.**

- **Airway Heights' commitment to make improvements to the intersection of McFarlane and Craig roads within the next six years.**
- **A guarantee that the city would review building permit plans within 48 hours of their being submitted.**

A summary of the YARD's competitive position relative to each of the four types of industrial users can be found in Appendix E.

4.3 Summary of financial feasibility

The YARD likely represents a viable development opportunity for future industrial users seeking new sites of scale with both highway and rail adjacency. High-level financial modeling indicates that typical distribution or warehousing development could likely support a positive residual land value and that developers of such projects could likely afford to pay a prevailing land price. However, the economics of the modeled project indicate very little capacity to pay for much beyond the cost of land. For this reason, in order to attract the scale of development possible within the YARD it may be necessary for the City and NEPDA to initiate and fund the necessary infrastructure improvements to support this growth. While it is possible that user-driven development such as food processing or high-tech manufacturing may evaluate opportunities with different metrics, these types of development are also considerably more expensive, likely further reducing the ability of users to pay for additional infrastructure.

5 Conclusions and implications

The purpose of this analysis was to evaluate the development potential for heavy freight users in the YARD, and the suitability of infrastructure to accommodate that potential development. Below, we highlight the key conclusions and implications of our analysis:

- The YARD has substantial development potential for industrial development. However, due to the relatively small size of vacant and redevelopable parcels in the YARD, the most obvious development opportunities are for smaller-scale industrial uses, with only limited potential for heavy freight users, which typically require larger sites.
- Likely that the best opportunities to accommodate these types of users are in the US 395 / Freya corridor. This means that infrastructure improvements to accommodate heavy freight can mostly be focused on that narrow corridor, rather than widespread throughout the entirety of the YARD.
- Dry utilities and stormwater infrastructure are likely sufficient to support these types of developments in the YARD.
- Water and sanitary sewer infrastructure may need to be upgraded to support some of these Heavy Freight Users, but these infrastructure upgrades are fairly straightforward.
- Transportation infrastructure is inadequate to support these uses in the YARD. The City's current street standards do not include a specific standard that is tailored to the type of traffic that would be generated by heavy freight users.
- When the City intends to improve transportation infrastructure in the YARD to accommodate potential future heavy freight users, we recommend using a modified street design standard for Freya and other affected corridors. The primary differences between the heavy freight user needs and the current street design standards are:
 - Thickening of the asphalt pavement
 - Widening of travel lanes
 - Use of a mountable curb type
 - Modification of the proposed configuration of bicycle and pedestrian facilities.
- The City needs to adopt a new three-lane industrial street design standard, the cost to build streets to this standard would be comparable to the City's existing standard for a four-lane minor arterial, but more

expensive than the City's existing standard for two-lane collector arterials.

- Heavy freight users may find development in the YARD financially feasible. The YARD likely represents a viable development opportunity for future industrial users seeking new sites of scale with both highway and rail adjacency. **However, the economics of the modeled project indicate very little capacity to pay for much beyond the cost of land.**
- To attract development of heavy freight users to the YARD, it may be necessary for the City and NEPDA to initiate and fund the necessary infrastructure improvements to support this growth. It does not appear that there is any market justification for the YARD to support additional fees or surcharges on new development to help pay for infrastructure upgrades in the area.

Appendices

This report includes the following appendices:

- **Appendix A: Heavy Freight User Profiles.** Describes the typical characteristics of users within four broad industry categories that we define as Heavy Freight Users.
- **Appendix B: Potential Heavy Freight User Development Opportunity Sites.** Presents a map of the YARD, highlighting locations that could potentially accommodate future Heavy Freight User development.
- **Appendix C: Recommended Pavement Section.** Conceptual diagram of the proposed street cross section.
- **Appendix D: Conceptual Street Design Standard.** Conceptual diagram of the proposed street design.
- **Appendix E: Summary of the Competitive Position of the YARD.**

Appendix A: Heavy Industrial Manufacturing and General Manufacturing Industry

Industry Site Criteria

Industry Sector	Heavy Industrial/Manufacturing	General Manufacturing
Average total site size (competitive acreage)	25 acres	10 acres
Site topography (slope)	0-5%	
Site coverage	40-50% of site area	
Trip generation per acre	42 to 58	76 to 106
Tenancy	Single tenants, but can be retrofitted for multi-tenant use Local Examples: Hanson Worldwide (Heavy Industrial),	
Railroad access	Preferred	
Site access: Max distance in miles to interstate or major arterial	10	20
Utilities	Minimum line size (water/sanitary sewer): 8 inches/ 8 inches; Heavy power needs, with as much as 9,000 amperes for the largest heavy industrial facilities, Electricity minimum service demand: 1.0 MW	
Special Considerations	Adequate distance from sensitive land uses (residential, parks, large retail centers) necessary.	
	High throughput of materials. Large yard spaces and/or buffering required.	Adequate distance from sensitive land uses (residential, parks) necessary.
	Often transportation related requiring marine/rail links.	

Source: Business Oregon, URS analysis for the City of Fort Collins, ECONorthwest

Example Interior



Hanson Worldwide, Spokane, WA (Google Maps)



Food Processing Industry

Industry Site Criteria

Industry Sector	Food Processing
Average total site size (competitive acreage)	20 acres
Site topography (slope)	0-5%
Site coverage	30-40% of site area
Trip generation per acre	75 to 100
Tenancy	Single tenant or multi-tenant; Local example: Angus Meats
Railroad access	Preferred
Site access: Max distance in miles to interstate or major arterial	30
Utilities	Minimum line size (water/sanitary sewer): 10 inches/ 10 inches; Electricity minimum service demand: .25 MW

May require high volume/supply of water and sanitary sewer treatment.

Special Considerations

Often needs substantial storage/yard space for input storage.

On-site water pretreatment needed in many instances.

Source: Business Oregon, URS analysis for the City of Fort Collins, ECONorthwest

Example Interior



Angus Meats, Spokane, WA



High-Tech Manufacturing Industry or Campus Industrial

Industry Site Criteria

Industry Sector	High-tech Manufacturing or Campus Industrial
Average total site size (competitive acreage)	25 acres
Site topography (slope)	0-7%
Site coverage	25-50% of site area
Trip generation per acre	50 to 75
Tenancy	Mostly multitenant; Local examples: Tate Technology Campus (Campus Industrial), KeyTronicEMS (High-Tech Manufacturing)
Railroad access	Not Required
Site access: Max distance in miles to interstate or major arterial	15
Utilities	Minimum line size (water/sanitary sewer): 10 inches/ 10 inches; Electricity minimum service demand: .25 MW
Special Considerations	<p>Surrounding environment of great concern (vibration, noise, air quality, etc.).</p> <p>Increased setbacks may be required and/or on-site utility service areas.</p> <p>Avoid sites close to wastewater treatment plants, landfills, sewage lagoons, and other such land uses.</p> <p>May require high volume/supply of water and sanitary sewer treatment.</p>

Source: Business Oregon, URS analysis for the City of Fort Collins, ECONorthwest

Example Interior



Tate Technology Campus, Spokane, WA



Regional (Multistate) Distribution Center and Warehouse/Distribution

Industry Site Criteria

Industry Sector	Regional (Multistate) Distribution Center	Warehouse/Distribution
Average total site size (competitive acreage)	200 acres	25 acres
Site topography (slope)	0-5%	
Site coverage	40-50% of site area	
Trip generation per acre	64 to 86	
Tenancy	Single tenants, but can be retrofitted for multi-tenant use; Local example: Safeway Distribution Center (Regional Distribution Center), Con-way Freight (Warehouse/Distribution)	
Railroad access	Preferred	
Site access: Max distance in miles to interstate or major arterial	5 Only Interstate highway or equivalent	
Utilities	Minimum line size (water/sanitary sewer): 4 inches/ 4 inches; Electricity minimum service demand: .25 to 1.0 MW	
Special Considerations	Transportation routing and proximity to/from major highways is crucial.	
	Expansion options required.	
	Truck staging requirements mandatory. Does not like to site or have routing issues between site and interstate that have rail crossings, school zones, airport runways, or drawbridges	Transportation infrastructure such as roads and bridges to/from major highways is most competitive factor.

Source: Business Oregon, URS analysis for the City of Fort Collins, ECONorthwest

Example Interior



Safeway Distribution Center, Spokane, WA



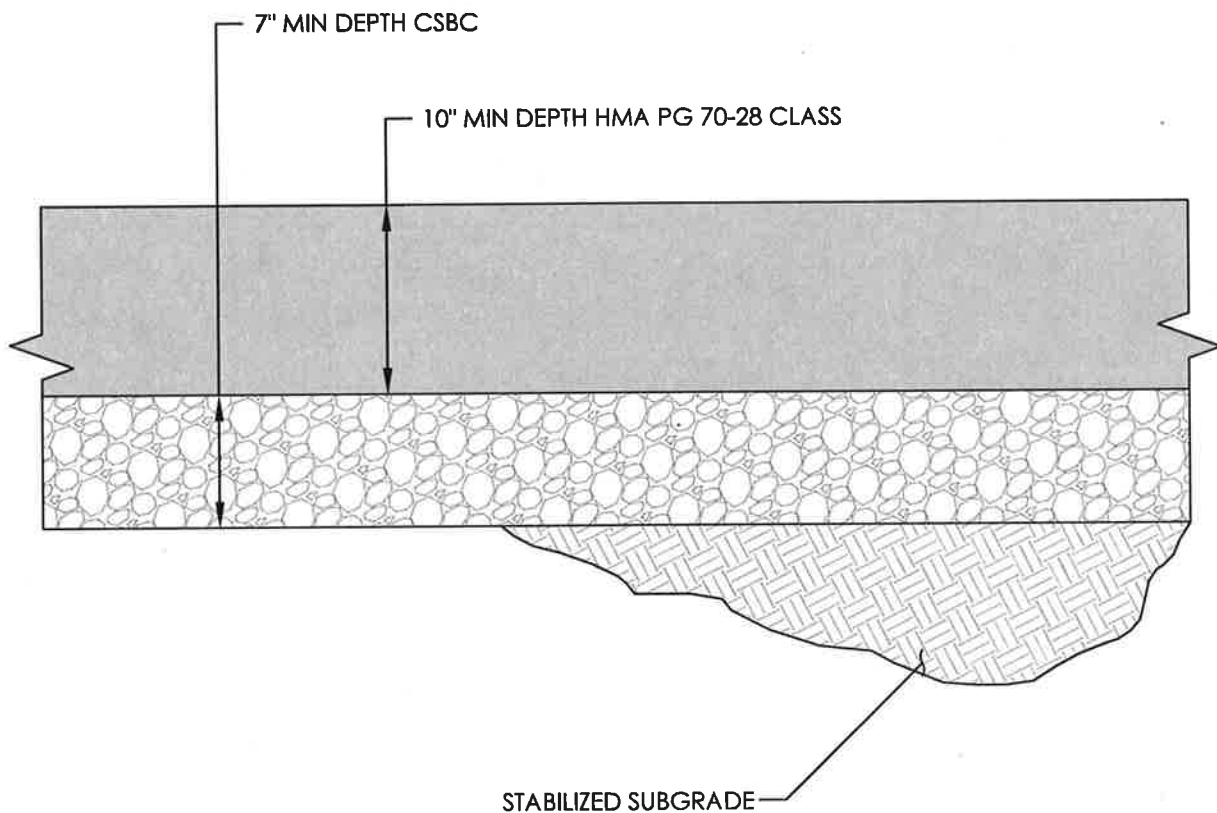
Appendix B: Map of potential heavy freight user development opportunity sites

1. BNSF land after highway construction: ~23 acres
2. Land east of BNSF between Freya and Ferrall: ~17 acres (note assumes Ferrall is vacated and land assembled)
3. The Yard +/- 17 acres (Spokane owners is roughly 10 acres on the southern portion of this assemblage)
4. NE Yard @ Francis & Florida: ~9acres

Filepath: G:\00_MFA Civil 3D\00_PROJECTS\0794.02 - Hillyard\PLANS\0794.02_EXH-PavementSection.dwg

Printed by: Zachary Pyle

Date: 5/29/2015 12:40:32 PM



SCALE: NTS

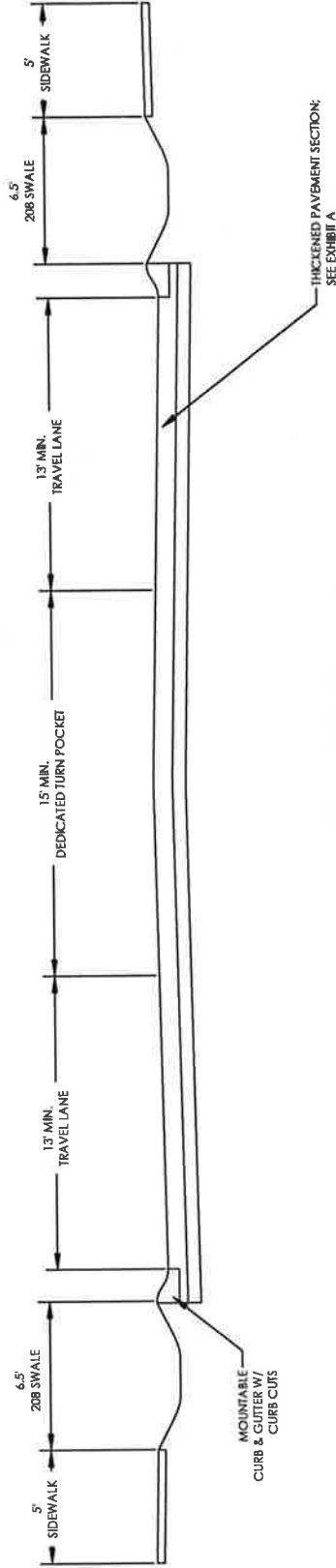
MFA JOB #:	0794.02.03
ISSUE DATE:	04.01.15
CHECKED:	K. COTTEN
DRAWN:	M. REITER



MAUL FOSTER ALONGI
601 EAST FRONT AVENUE STE 202
COEUR D'ALENE ID 83815
208.512.1307 (p)
www.maulfooster.com

RECOMMENDED PAVEMENT SECTION
HILLYARD HEAVY FREIGHT USER ANALYSIS
CITY OF SPOKANE
SPOKANE, WASHINGTON

APPENDIX
C



**THREE LANE INDUSTRIAL CORRIDOR
CONCEPTUAL CROSS SECTION**

MFA JOB #: 0794-02-02
ISSUE DATE: 04.02.15
CHECKED: K. COTTEN
DRAWN: M. REIER

MAUL FOSTER ALONG I
411 FIRST AVENUE, SUITE 610
SEATTLE, WA 98101
206.461.1128 FAX 206.461.1128 (F)
www.mfaonline.com

CONCEPTUAL STREET DESIGN STANDARD

HILLYARD HEAVY FREIGHT USER ANALYSIS

CITY OF SPOKANE
SPOKANE, WASHINGTON

APPENDIX
D

NOT TO SCALE

APPENDIX E Spokane YARD - Heavy Freight Analysis Competitive Position Matrix

EVALUATION SCALE					FAIR			NEUTRAL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
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Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/22/2015
Clerk's File #	RES 2015-0086
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON SNYDER 6254	Project #	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 CENTENNIAL TRAIL MISSION GAP LOAN RESO		

Agenda Wording

A RESOLUTION of the City of Spokane, Washington, relating to contracting indebtedness;

Summary (Background)

Funds from the Spokane Investment Pool ("SIP") may be loaned for purposes such as the Crossing Project, which will include the construction of a bicycle and pedestrian bridge for Mission Avenue Crossing of the Centennial trail and will require an application for grant funds, which in turn will require that the City have matching funds available.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	STUCKART, BEN	Study Session	6/25/15
Division Director		Other	
Finance	SALSTROM, JOHN	Distribution List	
Legal	DALTON, PAT	bmclatchey@spokanecity.org	
For the Mayor	SANDERS, THERESA	jsnyder@spokanecity.org	
Additional Approvals			
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

providing for the issuance of up to \$1,000,000 principal amount of a Limited Tax General Obligation Bond, 2015 Series A, of the City for general City purposes to provide funds with which to pay the cost of acquiring capital assets for public purposes; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

Summary (Background)

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

RESOLUTION NO. 2015-0086

A RESOLUTION of the City of Spokane, Washington, relating to contracting indebtedness; providing for the issuance of up to \$1,000,000 principal amount of a Limited Tax General Obligation Bond, 2015 Series A, of the City for general City purposes to provide funds with which to pay the cost of acquiring capital assets for public purposes; fixing the date, form, maturity, interest rate, terms and covenants of the bond; authorizing the sale and delivery of the bond to the City, and providing for other matters properly relating thereto.

BE IT RESOLVED by the City Council as follows:

Section 1. Recitals. The City Council (the "Council") of the City of Spokane, Washington (the "City"), hereby makes the following findings and determinations:

(a) The City has a need to make capital expenditures for the Spokane River Centennial Trail. Such expenses are both necessary and legitimate.

(b) Pursuant to chapters 35.22, 39.36 and 39.46 RCW and Article XIII of the City Charter, the City is authorized to incur indebtedness and issue a general obligation bond (the "Bond") for the purpose of funding the Project.

(c) The amount of indebtedness for which the Bond will be issued is up to \$1,000,000.00, which is within the statutory and constitutional limits of indebtedness prescribed for the City.

(d) RCW 35.39.030(4) authorizes the City to invest its money in "general obligation or utility revenue bonds or warrants of its own or of any other city or town in the state." Sections 5.8.5 and 5.12.1 of the City's Administrative Policy and Procedure for Investments authorize the City Treasurer to invest in general obligation bonds issued by the City.

(e) City Resolution 2014-0101 provides underwriting guidelines for the Spokane Internal Lending Program (SILP) whereby the Spokane Investment Pool (SIP) may purchase general obligation bonds of the City.

Section 2. Authorization of the Bond. The City shall borrow money on the credit of the City and issue a limited tax general obligation bond evidencing that indebtedness in the amount of up to \$1,000,000.00 for general City purposes to pay the cost of the Project.

Section 3. Description of the Bond. The general obligation bond authorized to be issued pursuant to Section 2 of this resolution shall be designated as the Limited Tax General Obligation Bond, 2015 Series A, of the City (the "Bond"); shall be in the principal amount of up to \$1,000,000.00; shall be dated the date it initially is issued by the City; shall mature on September 1, 2020 (as the same may be extended from time to time by an amendment to this resolution/or renewed for additional five year terms); shall be numbered R-1; and shall bear interest from its date (or the most recent date to which interest has been paid) at the Spokane Investment Pool ("SIP") Internal Lending Rate (as defined

below) computed on the basis of the actual number of days elapsed over a year of 365/366 days. Interest on the bond shall be paid annually, on each September 1, commencing on September 1, 2016. Principal and interest shall be paid annually, on each September 1, commencing on September 1, 2016. At maturity, the remaining principal of the Bond shall be paid in full (and may be prepaid earlier, in full or in part, pursuant to Section 5 of this resolution), or the terms shall be renegotiated with the Spokane Investment Pool. For purposes of this resolution and the Bond, the "SIP Internal Lending Rate" means an interest rate formula for the interfund lending of funds from the Spokane Investment Pool, calculated on the closing date as follows: (Yield for U.S. Treasury bond of Similar Maturity) + (Spread for Liquidity and Costs of Administration of .75%) = SIP Internal Lending Rate

Section 4. Payment of the Bond. Both principal of and interest on the Bond shall be payable solely out of the Property Acquisition Fund (as defined below), in lawful money of the United States of America, by check, draft, electronic transfer or interfund transfer on the payment date. Such payments will be made to the Registered Owner (as defined below) at the address appearing on the Bond Register (as defined below). The final installment of principal and interest on the Bond at maturity or prior repayment is payable at the office of the Bond Registrar (as defined below) in Spokane, Washington, upon presentation and surrender of the Bond.

Section 5. Prepayment Provisions. The City reserves the right to prepay principal of the Bond prior to its stated maturity at any time, in whole or in part, at par plus accrued interest to the date fixed for prepayment. No notice of prepayment to the Registered Owner is required. Interest on the principal of the Bond so prepaid shall cease to accrue on the date of such prepayment.

Section 6. Failure to Redeem Bond. If the Bond is not redeemed when properly presented at its maturity or earlier prepayment date, the City shall be obligated to pay interest on the Bond at the same rate provided therein from and after its maturity date until the Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Property Acquisition Fund and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 7. Pledge of Taxes. For as long the Bond is outstanding and unpaid, the City irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of the voters of the City on all of the taxable property within the City in an amount sufficient, together with other money legally available and to be used therefor, to pay when due the principal of and interest on the Bond, and the full faith, credit and resources of the City are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Section 8. Form and Execution of the Bond. The Bond shall be printed or lithographed on good bond paper in a form consistent with the provisions of this resolution and applicable law, and shall be signed by the Mayor and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City (or a facsimile reproduction thereof) shall be impressed or printed thereon. The Bond shall be valid and

obligatory, and entitled to the benefits of this resolution, only if it bears a Certificate of Authentication in the following form, manually signed by the Bond Registrar:

CERTIFICATE OF AUTHENTICATION

This Bond is the fully registered City of Spokane, Washington, Limited Tax General Obligation Bond, 2015 Series A, described in the Bond Resolution.

TREASURER OF CITY OF SPOKANE,
as Bond Registrar

By [specimen]
Authorized Signer

The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

If any officer whose facsimile signature appears on the Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her facsimile signature is authenticated or delivered by the Bond Registrar or issued by the City, that Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on the date of issuance of the Bond.

Section 9. Bond Registrar. The City's Treasurer is appointed as the registrar for the Bond (the "Bond Registrar") and, in such capacity, shall be responsible for registering ownership of the Bond. The Bond shall be issued to the City of Spokane (the "Registered Owner"), as payee, for the benefit of the SIP, only in registered form as to both principal and interest and shall be recorded on books or records maintained by the Bond Registrar (the "Bond Register"). The Bond Register shall contain the name and mailing address of the Registered Owner. The Bond may not be assigned or transferred by the Registered Owner. When the Bond has been paid in full, both principal and interest, it shall be surrendered by the Registered Owner to the Bond Registrar, who shall cancel the Bond. The Bond Registrar shall keep, or cause to be kept, at its office, sufficient books for the registration of the Bond. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this resolution, to serve as the City's paying agent for the Bond and to carry out all of the Bond Registrar's powers and duties under this resolution. The provisions of this resolution shall constitute a system of registration for purposes of the Bond. The Bond Registrar shall be responsible for the representations contained in the Bond Registrar's Certificate of Authentication on the Bond.

Section 10. Property Acquisition Fund and Deposit of Bond Proceeds. There has heretofore been created and established a special fund of the City designated as the Property Acquisition Fund. All taxes collected for and allocated to the payment of the principal of and interest on the Bond, together with other available money allocated for such purpose, shall be deposited in the Property Acquisition Fund. The principal proceeds received from the sale and delivery of the Bond, less amounts used (or to be used) by the City to pay the costs of issuing the Bond, shall be paid into the Property Acquisition Fund and used to pay the costs of the Project.

Section 11. Purchase of the Bond. The City shall purchase the Bond, at the price of par, from funds available for investment on deposit in the SIP. The Mayor, the City Clerk, the City Treasurer, the City's Chief Financial Officer, and other City officials are authorized and directed to do everything necessary for the prompt delivery of the Bond and for the proper application and use of the proceeds of the sale thereof.

Section 12. Ratification; and Limitation on Recourse. All actions heretofore taken in furtherance thereof and not inconsistent with the provisions of this resolution are hereby ratified and confirmed in all respects. No recourse shall be had for any claim based on this resolution or the Bond against any Council member, officer or employee, past, present or future, of the City or of any successor body as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise.

Section 13. Validity. If any provision of this resolution shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provisions of this resolution, of the Bond or of the levy or collection of the taxes pledged to pay and retire the Bond.

ADOPTED BY THE CITY COUNCIL ON _____, 2015

City Clerk

Approved as to Form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/21/2015
Clerk's File #	RES 2015-0087
Renews #	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	NATHANIEL J. 625-6288	Project #	
Contact E-Mail	NODLE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0500 RESOLUTION APPROVING SETTLEMENT		

Agenda Wording

Resolution approving settlement of claim from Francis Stubblefield relating to an incident that occurred on or about February 27, 2012.

Summary (Background)

This claim was settled through mediation.

Fiscal Impact		Budget Account	
Expense	\$ 90,000.00	#	5800-78100-18680-54601
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	DALTON, PAT	Study Session	
Division Director		Other	7/20/15 Executive
Finance	SALSTROM, JOHN	Distribution List	
Legal	DALTON, PAT	sfaggiano@spokanecity.org	
For the Mayor	SANDERS, THERESA	dstragier@spokanecity.org	
Additional Approvals			
Purchasing			

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane has received a claim for damages from Francis Stubblefield, hereinafter "claimant." The allegations set forth in and the subject of said claim relate to an incident that occurred on or about February 27, 2012, resulting in damages to claimant.

WHEREAS, the parties have mutually agreed to release each other from and waive their rights to bring all claims, counter-claims, and cross-claims that relate to the incident, claim and facts referred to therein.

WHEREAS, the City has determined to resolve all differences with claimant and any third parties who may claim a subrogated interest against the City for a payment of NINETY THOUSAND DOLLARS (\$90,000.00) total monies; and

WHEREAS, the claimant has agreed to accept said payment and in return to provide a release of all claims to the City.

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

That the City of Spokane authorizes the payment to claimant in the amount of Ninety Thousand Dollars (\$90,000.00), in return the claimant will provide a signed release fully extinguishing all claims in connection with the claim and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees and contractors, against all loss or liability in connection with said claim.

PASSED the City Council this _____ day of _____, 2015.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/29/2015
Clerk's File #	RES 2015-0088
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	AIRPORTS
Contact Name/Phone	LARRY 455-6419
Contact E-Mail	LKRAUTER@SPOKANEAIRPORTS.NET
Agenda Item Type	Resolutions
Agenda Item Name	SPOKANE AIRPORTS JOINT RESOLUTION

Agenda Wording

Joint City-County Resolution for the Airport Board's acquisition of approximately 10.39 acres of unimproved land necessary for the long-term aviation development and approach protection at Spokane International Airport.

Summary (Background)

Pursuant to Paragraph 8(b) of the Spokane Airports Joint Operation Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property. The Airport Board recommends to the City and the County the acquisition of the Spokane County Assessor Tax Parcel 14013.9006 as identified on Exhibit A attached to the Joint Resolution.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	PFISTER, TERRI	Study Session	
Division Director		Other	
Finance	SALSTROM, JOHN	Distribution List	
Legal	RICHMAN, JAMES	lkrauter@spokaneairports.net	
For the Mayor	CODDINGTON, BRIAN	jgifford@spokaneairports.net	
Additional Approvals		jthielemann@spokaneairports.net	
Purchasing			

City: OPR _____
Resolution No. 2015-0088

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE SPOKANE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF AUTHORIZING)	
THE AIRPORT BOARD TO)	JOINT RESOLUTION
ACQUIRE PROPERTY IDENTIFIED)	
AS SPOKANE COUNTY ASSESSOR)	
PARCELS 14013.9006)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County ("County") , by and through its Board of County Commissioners, and the City of Spokane ("City"), by and through its City Council, entered into an agreement dated August 28, 1990 ("Agreement") to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Airport Business Park; and

WHEREAS, pursuant to Paragraph 8(b) of the Agreement, the County and City must by joint action approve the acquisition, sale, transfer or disposal of real property; and

WHEREAS, the Airport Board has recommended to the County and City the acquisition of Spokane County Assessor Tax Parcel as identified on Exhibit A, attached hereto, ("Property") comprising of approximately 10.39 acres of land which is adjacent to Spokane International Airport property; and

WHEREAS, the Property is necessary for long term aviation development and approach protection at Spokane International Airport; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane:

1. That the Airport Board is authorized to purchase the Property identified as Spokane County Assessor's Tax Parcel on Exhibit A located in Spokane County, Washington, to be paid for with Airport funds, at no cost, expense, or liability to either Spokane County or the City of Spokane;
2. That title to Spokane County Assessor's Tax Parcel as identified on Exhibit A shall vest in Spokane County and the City of Spokane, as tenants in common; and
3. That the Chief Executive Officer of the Airport Board be and is hereby authorized to prepare and execute any documents on behalf of Spokane County and City of Spokane to acquire Spokane County Assessor's Tax Parcel as identified on Exhibit A.

ADOPTED by the Spokane City Council this _____ day of _____, 2015.

Terri L. Pfister, City Clerk

Approved as to form:

Assistant City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____
day of _____, 2015.

Todd Mielke, Chair

ATTEST:

Shelly O'Quinn, Vice-Chair

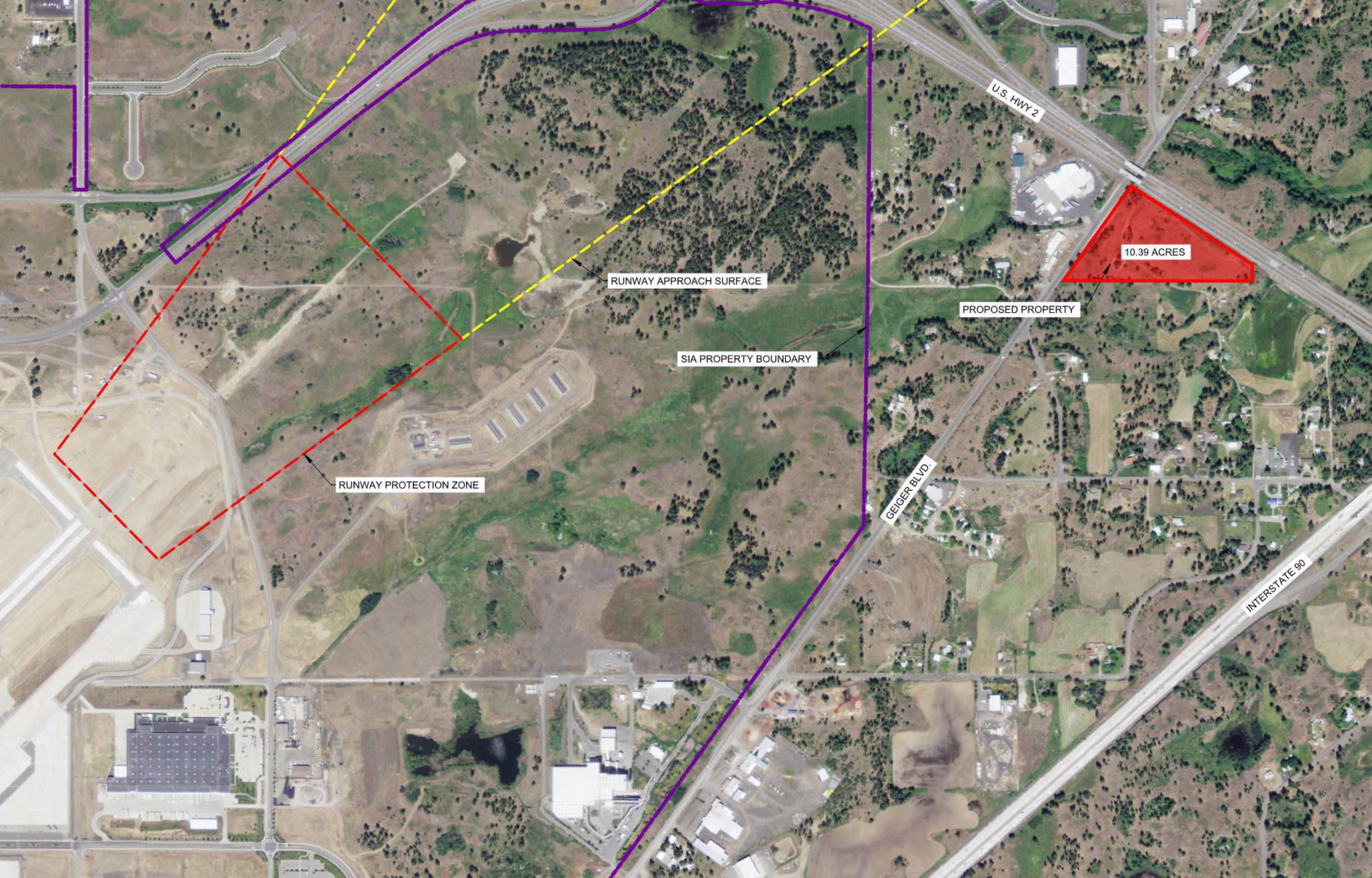
Ginna Vasquez
Clerk of the Board

Al French, Commissioner

EXHIBIT A

PARCEL NUMBER OF PROPERTY

25272.9099



RUNWAY APPROACH SURFACE

SIA PROPERTY BOUNDARY

RUNWAY PROTECTION ZONE

PROPOSED PROPERTY

10.39 ACRES

U.S. HWY 2

GEIGER BLVD.

INTERSTATE 90



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	6/10/2015
Clerk's File #	ORD C35274
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	JON SNYDER 6254	Project #	
Contact E-Mail	JSNYDER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 ORD RE VACANCIES FOR POLICE OMBUDSMAN		

Agenda Wording

An ordinance relating to the process for filling vacancies in the position of police ombudsman; amending SMC section 04.32.080 and SMC section 04.32.090.

Summary (Background)

This ordinance amends SMC Section 04.32.080 and SMC Section 04.32.090 to require that the OPO Commission appoint an interim Police Ombudsman (for a term not to exceed six months) within forty-five days of notice regarding a vacancy in the position.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
Dept Head	STUCKART, BEN	Study Session	
Division Director		Other	
Finance	DAVIS, LEONARD	Distribution List	
Legal	DALTON, PAT		
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

ORDINANCE NO. C35274.

An ordinance relating to the process for filling vacancies in the position of police ombudsman; amending SMC section 04.32.080 and SMC section 04.32.090.

The City of Spokane does ordain:

Section 1. That section 04.32.080 of the Spokane Municipal Code to read as follows:

Section 04.32.080 Appointment

- A. Whenever there is a vacancy in the police ombudsman position due to expiration of term, resignation, sickness, death, retirement, conflict of interest, or any other reason, the commission shall, at the next regular meeting following its receipt of notice of the vacancy, form a ((A)) selection committee which shall consist of five members, and which shall forward to the commission its ~~((committee)) will be formed that will recommend~~ recommended list of no more than five (5) ~~((three))~~ candidates for the police ombudsman ~~((OPO))~~ position, one of which shall be selected. ~~((to the commission, one of which must be selected.))~~ The committee shall be composed of:
1. one member appointed by the Spokane Police Officers Guild,
 2. one member appointed by the Lieutenants and Captains Association,
 3. one member appointed by the city council,
 4. one member appointed by the mayor, and
 5. the fifth member selected by the other four members.
- B. ~~((The commission must appoint one of the three individuals recommended by the committee to the OPO position.))~~The five member selection committee will select the committee's chair.
- C. The commission shall, within forty-five (45) days of its receipt of notice of a vacancy in the police ombudsman position, appoint an interim police ombudsman for a term not to exceed six (6) months. Should a permanent ombudsman not be selected and hired within the term of the interim police ombudsman, the commission may, with the prior approval of the city council, extend the interim police ombudsman's term for three (3) months. If the commission fails to appoint an interim ombudsman, the city council shall appoint an interim ombudsman, to serve until the permanent police ombudsman is hired.
- D. In order to remain prepared for future vacancies, the commission should maintain a list of applicants for the positions of interim and permanent police ombudsman from which future interview pools can be drawn.
- E. Any period of service as interim police ombudsman, by itself, shall not disqualify the person holding that office from being considered for the permanent police ombudsman position.
- F. The selection committee shall, according to its own process and organizing principles, forward a list of no more than five (5) qualified candidates for the position of permanent police ombudsman to the commission no later than one hundred twenty (120) days from the committee's formation. For purposes of this

section, the “committee’s formation” occurs when the final member of the committee is seated.

- G. No later than sixty (60) days after receiving the selection committee’s list of qualified candidates for the position of permanent police ombudsman, the commission shall select one of the individuals on the list for appointment as permanent police ombudsman.

Section 2. That section 04.32.090 of the Spokane Municipal Code is amended to read as follows:

Section 04.32.090 Term

- A. The appointment of the police ombudsman shall be for an initial three-year term.
- B. A current police ombudsman may be reappointed for additional terms not to exceed three years upon reappointment by the commission. If commission does not approve the reappointment prior to the expiration of the appointment term, the appointment term shall expire at the end of the term.
- C. ~~((Should a vacancy in the position occur, due to expiration of term, resignation, sickness, death, retirement, conflict of interest, or any other reason, the commission appoints an interim police ombudsman for a term not to exceed four months, in compliance with the appointment process stipulated in SMC 4.32.080. The selection committee referenced in SMC 4.32.080 must meet within thirty days of notification by the commission of the need to appoint an interim police ombudsman.))~~

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
07/27/2015

Date Rec'd	7/13/2015
Clerk's File #	ORD C35285
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 LABOR STANDARDS COMPLIANCE ORDINANCE		

Agenda Wording

AN ORDINANCE relating to compliance with local, state, and federal labor laws and standards on city procurement of goods, services and works; amending sections 7.06.130, 7.06.210, 7.06.500, 7.06.520, and 7.06.610;

Summary (Background)

This ordinance amends sections 7.06.130, 7.06.210, 7.06.500, 7.06.520, and 7.06.610 to define labor standards and to add compliance with labor standards to procurement evaluation and supplemental bidder criteria, adds violations. Also adopts new section 7.06.276 to chapter 7.06 of the Spokane Municipal Code to allow City to withhold payment to contractors and subcontractors who have open workers' rights claims with Washington Department of Labor and Industries.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	Finance (July 13)
Finance	DAVIS, LEONARD	Distribution List	
Legal	WHALEY, HUNT	Connie Wahl	
For the Mayor	SANDERS, THERESA	Thea Prince	
Additional Approvals		Gavin Cooley	
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

and adopting new section 7.06.276 to chapter 7.06 of the Spokane Municipal Code.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35285

AN ORDINANCE relating to compliance with local, state, and federal labor laws and standards on city procurement of goods, services and works; amending sections 7.06.130, 7.06.210, 7.06.500, 7.06.520, and 7.06.610; and adopting new section 7.06.276 to chapter 7.06 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 7.06.045 to chapter 7.06 of the Spokane Municipal Code to read as follows:

7.06.045 “Labor Standards” Defined

“Labor Standards” mean the minimum requirements prescribed by existing local, state, and federal laws, rules and regulations relating to wages, living allowances and other monetary and welfare benefits occupational health and safety and other standards designed to improve conditions of work. These laws, rules, and regulations include, but are not limited to, the Fair Labor Standards Act, the Davis-Bacon Act, the Occupational Safety and Health Act, the Washington Minimum Wage Act, the Washington Industrial Safety and Health Act, the Worker and Community Right to Know Act, and the Washington Prevailing Wages on Public Works Act.

Section 2. That SMC section 7.06.130 of the Spokane Municipal Code is amended to read as follows:

7.06.130 Evaluation

- A. Bids are evaluated based upon the requirements set forth in the invitation for bids. The criteria for award shall be objectively measurable. No criteria may be used that are not set forth in the invitation. Bid evaluation shall be based on the following criteria where applicable and only which can be reasonably determined:
 - 1. Price and the effect of term discounts. Price may be determined by the life-cycle costing if so indicated in the invitation.
 - 2. The conformity of the goods, public work and/or services bid with the invitation for bid or request for quotation specifications depicting the quality and the purposes for which they are required.
 - 3. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
 - 4. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 5. Whether the bidder can perform the contract within the time specified.

6. The quality of performance on previous contracts.
 7. The previous and existing compliance by the bidder with laws relating to the contract, including compliance with all local, state and federal labor laws and standards.
 8. Servicing resources, capability and capacity.
 9. Lack of uniformity or interchangeability, if such factors are important.
 10. The energy efficiency of the product as projected throughout the anticipated useful life of the product; and
 11. Such other information as may be secured having a bearing on the decision to award the contract.
- B. As a condition of performing work on a public works contract for the City, in addition to the mandatory bidder responsibility criteria in RCW 39.04.350, a contractor shall qualify in accordance with the provisions of article VIII of this chapter. In addition to information specified in article VIII, the City may request, on a project by project basis, any other information deemed necessary to ensure that prospective contractors meet the responsibility standards established by this article and otherwise possess sufficient qualifications and capabilities in all respects to successfully qualify for and perform public works contracts.

Section 3. That SMC section 7.06.210 of the Spokane Municipal Code is amended to read as follows:

7.06.210 Inspection of Contractor's Plant and Records

A. Right to Inspect Plant.

The City, at reasonable times, may inspect the part of the plant, place of business or worksite of a contractor or subcontractor which is pertinent to performance of any contract awarded or to be awarded by the City.

B. Right to Audit.

The City is entitled to audit the books and records of a contractor or any subcontractor under any contract or subcontract to the extent that the books and records relate to the performance of such contract, ~~or subcontract,~~ or the enforcement of local labor laws and standards.

C. Right to Review Supplier Information

The City may request information on the suppliers of commodities, natural resources or raw materials to a contractor or subcontractor to the extent that the supplier information relates to the performance of the contract or the enforcement of local labor laws and standards.

Section 4. That there is adopted a new section 7.06.276 to chapter 7.06 of the Spokane Municipal Code to read as follows:

7.06.276 Withholding of Payment

All City contracts shall provide that, for contractors or subcontractors who are subject to an open workers' rights claim which has been substantiated by the Washington Department of Labor and Industries, the City may withhold payment under the contract until the claim has been resolved in accordance with Chapter 49.48 RCW.

Section 5. That SMC section 7.06.500 of the Spokane Municipal Code is amended to read as follows:

7.06.500 Bidder/Contractor Responsibility Criteria (Mandatory)

Before contract award, the bidder shall meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the City of Spokane to submit documentation demonstrating compliance with the criteria. The bidder must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- B. Have a current Washington Unified Business Identifier (UBI) number;
- C. If applicable, show proof of:
 - 1. Industrial insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - 2. A Washington employment security department number, as required in Title 50 RCW; and,
 - 3. A Washington department of revenue state excise tax registration number, as required in Title 82 RCW; and,
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
- E. Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract. Contractors shall be responsible for ensuring that all sub-contractors will not violate any local, state, and federal labor laws or standards during the course of performing work under the City contract.

Section 6. That SMC section 7.06.520 of the Spokane Municipal Code is amended to read as follows:

7.06.520 Supplemental Responsibility Criteria

- A. In addition to mandatory bidder responsibility criteria set forth in [SMC 7.06.500](#), the low responsible bidder shall also meet the City's supplemental responsibility criteria. Evidence of compliance with the City's supplemental responsibility criteria shall be requested from the lowest bidder on a public works project. If the lowest bidder is subsequently disqualified, then the next lowest bidder shall submit evidence of compliance with the City's supplemental responsibility criteria. The City reserves the right to request evidence of compliance with the City's supplemental responsibility criteria from additional bidders should the two lowest bidders fail to meet the supplemental responsibility criteria set forth in the call for bids.
- B. The following supplemental bidder responsibility criteria describe the relevant experience, training, and/or certification requirements or qualifications that the City shall consider before award of contract. In making a determination above the contractor, the City shall consider:
 - 1. Work Experience and Company Reputation
 - a. Company History
Whether the bidder is a reputable person / company / legal entity in order to gainfully win public contract awards with the City of Spokane.
 - b. Work Experience
Whether the bidder meets project specific criteria, including work experience, as added by each department based on the unique qualities of a particular public works project.
 - c. Performance Evaluations
Whether under past or present names the bidder has received "deficient" or "inadequate" performance evaluations on two or more contracts from the City of other municipalities or another governmental agency on a public works project within the last five years.
 - d. References
The City reserves the right to check references, whether identified by the bidder or not, on all bidders, including using itself as a reference in applicable situations.
 - 2. Record of debarment/disqualification
Whether the bidder (including the primary contractor, or any firm with which any of the primary contractor's owners, officers, or partners was

associated) has been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal governmental during the last five years.

3. Safety

In the last five years the bidder shall not have a history of willful or repeat violations of safety or health regulations by OSHA or other agencies responsible for safety oversight.

4. Environmental Regulations

In the last five years, the bidder shall not have a history of serious citations from environmental enforcement agencies on projects for which the bidder was the contractor.

5. Utilization Requirements

In the last five years, it has been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects.

6. Discrimination

Whether the bidder has been found guilty of violating or failing to comply with discrimination laws.

7. Prevailing Wage

Whether in the last previous five years the bidder has a pattern of prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance, unless there are extenuating circumstances acceptable to the City.

8. Public Bidding Crimes (Criminal Convictions)

Whether the bidder has been convicted of a crime involving bidding on a public works contract within the previous five years.

9. Claims against Retainage or Bonds

Whether the bidder has a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three years that demonstrate a lack of effective management by the bidder of making timely and appropriate payments its subcontractors, suppliers and workers, unless there are extenuating circumstances acceptable to the City.

10. Termination for Cause

Whether the bidder has had any public works contract terminated for cause by a government agency during the previous five years unless there are extenuating circumstances acceptable to the City in its sole discretion.

11. Litigation

Whether the bidder has lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder within previous five years that demonstrate a pattern of failing

to meet the terms of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

12. Delinquent State Taxes

Whether the bidder owes delinquent taxes to the Washington state department of revenue without a payment plan approved by the department of revenue before the date of award.

13. Labor Standards Violations

Whether the bidder has been found guilty of violating or failing to comply with local, state, or federal labor laws or standards.

Section 7. That SMC section 7.06.610 of the Spokane Municipal Code is amended to read as follows:

7.06.610 Grounds for Debarment

The city administrator or his or her designee may issue an order of debarment that prevents a person / firm from entering into any contract with the City or from acting as a subcontractor on any contract with the City after determining that any of the following reasons exist; PROVIDED the city administrator shall weigh the relative severity of the offense(s) in making any decision to issue an order of debarment.

- A. The person / firm has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts.
- B. The person / firm has failed to comply with City ordinances or contract terms, including, but not limited to, ordinance or contract terms relating to disadvantaged business enterprises utilization requirements, discrimination, prevailing wage requirements, or apprentice utilization.
- C. The person / firm has abandoned, surrendered, or failed to complete or to perform work on or in connection with a City contract.
- D. The person / firm has failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- E. The person / firm has submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract.
- F. The person / firm has colluded with another person / firm to restrain competition.
- G. The person / firm has committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other

government entity.

H. The person / firm has failed to cooperate in a City debarment investigation.

I. The person / firm has been found guilty of violating or failing to comply with local, state or federal non-discrimination laws.

J. The person/firm has been found guilty of violating or failing to comply with local, state, or federal labor laws or standards.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
07/27/2015

Date Rec'd	7/14/2015
Clerk's File #	ORD C35286
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 WAGE THEFT ORDINANCE		

Agenda Wording

AN ORDINANCE relating to denial or revocation of a city business license from employers violating wage enforcement provisions; amending SMC section 4.04.050 and adopting a new section 10.05.107 to chapter 10.05 of the Spokane Municipal Code.

Summary (Background)

This ordinance adopts a new section which establishes Wage Theft as a gross misdemeanor. The ordinance also gives the licensing officer authority to revoke or refuse to issue a business license to an applicant found guilty of wage theft.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	Finance (July 13)
Finance	DAVIS, LEONARD	Distribution List	
Legal	DALTON, PAT	Nancy Isserlis	
For the Mayor	SANDERS, THERESA	Matthew Folsom	
Additional Approvals			
Purchasing			

ORDINANCE NO. C35286

AN ORDINANCE relating to denial or revocation of a city business license from employers violating wage enforcement provisions; amending SMC section 4.04.050 and adopting a new section 10.05.107 to chapter 10.05 of the Spokane Municipal Code.

WHEREAS, research shows that the theft of wages by employers with unscrupulous business practices is a significant problem around the country, with one 2008 study finding that more than two-thirds of 4,387 workers surveyed in low-wage industries experienced at least one pay-related violation in the previous work week amounting to an average loss of 15 percent of weekly earnings; and

WHEREAS, some predatory business owners apparently consider repeated civil claims from the Department of Labor and Industries a simple cost of doing business; and

WHEREAS, encouraging greater compliance with wage laws benefits all workers by ensuring a level playing field in the labor market; and

WHEREAS, encouraging greater compliance with wage laws benefits the businesses that already comply with these laws; and

WHEREAS, those individuals affected by wage theft are often among the most vulnerable in our city and without access to sufficient resources and time with which to appeal for their unpaid wages; and

WHEREAS, the City of Spokane finds it necessary and appropriate to create a stronger disincentive for employers to violate wage and hour laws; - NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That SMC section 4.04.050 is amended to read as follows:

4.04.050 ((Issuance of License)) **Refusal to issue, revocation of, or refusal to renew business license.**

- A. The license officer endeavors to issue or determine not to issue a license within fifteen days of application.
- B. ~~((Unless the investigation reveals that the applicant has not made good tender of the license fee, has not furnished sufficient and accurate information, or is not otherwise eligible, the license officer delivers the original of the license along with any insignia to the licensee.))~~ The license officer has the power and authority to refuse to issue, revoke or refuse to renew any business license issued under the

provisions of this chapter. The license officer shall notify such applicant or licensee of the refusal to issue, revocation of, or refusal to renew, in the same manner as orders to comply are served under SMC 4.04.080, and include on the notice what grounds such a decision was based. The license officer may refuse to issue, revoke or refuse to renew any license issued under this chapter on one or more of the following grounds:

1. The applicant or licensee has not made good tender of the license fee.
2. The applicant or licensee has not furnished sufficient and accurate information.
3. The applicant or licensee is not otherwise eligible.
4. The applicant or licensee has failed to comply with any provisions of this chapter.
5. The property at which the business is located has been determined by a court to be a chronic nuisance property as provided in chapter 10.08A RCW.
6. The applicant or licensee has been convicted of wage theft under SMC 10.05.107 within the last ten years.
7. The applicant or licensee is a person subject within the last ten years to a court order entering final judgment for violations of chapters 49.46, 49.48 or 49.52 RCW, and the judgment was not satisfied within 30 days of the later of either:
 - a. the expiration of the time for filing an appeal from the final judgment order under the court rules in effect at the time of the final judgment order, or
 - b. if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial affirmation of the findings of violations of chapters 49.46, 49.48 or 49.52 RCW.
8. The applicant or licensee is a person subject within the last ten years to a final and binding citation and notice of assessment from the Washington State Department of Labor and Industries for violations of chapters 49.46, 49.48 or 49.52 RCW, and the citation amount and penalties assessed therewith were not satisfied within 30 days of the date the citation became final and binding.

Section 2. That there is adopted a new section 10.05.107 to chapter 10.05 SMC to read as follows:

10.05.107 Wage Theft

- A. A person is guilty of wage theft if, with intent to avoid payment for services, he or she knowingly secures the performance of services by agreeing to provide compensation and, after the services are rendered, fails to make full and complete payment.
- B. For purposes of SMC 10.05.107A, among the circumstances that may be considered in determining whether the person intends to avoid payment for services are that he or she:
 - 1. agrees to pay the person providing the services immediately upon completion of the services, but fails to do so; or
 - 2. fails to pay the person at the time of an agreed-upon payday or at the end of the regular payment interval required by state and federal statutes; or
 - 3. agrees to pay the person providing the services at a specified time and place after completion of the services, but fails to appear at that time or place; or
 - 4. agrees to pay the person providing the services a specified amount upon completion of the services, but pays or offers a lesser amount; or
 - 5. pays the person providing the services with a check that is not honored by the bank or other depository upon which it is drawn because of insufficient funds or a stop-payment order; or
 - 6. in retaliation for asserting any claim to wages, communicates to the person providing the services, directly or indirectly, explicitly or implicitly, the willingness to inform a government employee that the person is not lawfully in the United States, or threatens, intimidates, or takes any other adverse action against the person; or
 - 7. fails to respond within fifteen days to any written communication that makes a demand for unpaid wages from the person providing the services or any other person or entity writing on that person's behalf.

Proof of any of these circumstances is not required for wage theft under SMC 10.05.107A nor do any of these circumstances conclusively prove wage theft under SMC 10.05.107A.

C. Wage theft is a gross misdemeanor.

Section 3. Severability.

If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, the decision shall not affect the validity of the remaining portions of this ordinance.

PASSED BY THE CITY COUNCIL ON _____, 2015.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
07/27/2015

Date Rec'd	7/14/2015
Clerk's File #	ORD C35287
Renews #	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	TIM 625-6225	Project #	
Contact E-Mail	TSAMBELAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	CIVIL INFRACTION BASE PENALTY INCREASE ORDINANCE		

Agenda Wording

An ordinance relating to the increase of the civil infraction base penalty amounts and amending Spokane Municipal Code section 01.02.950

Summary (Background)

In June 2015 the Washington Supreme Court amended the Infraction Rules for Courts of Limited Jurisdiction. The Spokane Municipal Code section 01.02.950 will need to be amended to reflect the six dollar penalty increase to the base penalty amount to maintain our current revenue percentage for civil infractions that are issued by City agencies. The increase in base penalty amounts is the first since 2007 and is supported by judicial and court management associations, city and county representative associations, and the Judicial Information System Committee. The ordinance increase in the base penalty amount will cover civil infractions that are issued under SMC 01.05. All traffic infractions that come under the SMC 16A.02 (Model Traffic Code) have been adjusted to include the base penalty increase.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	jbingham@cityofspokane.org	
<u>For the Mayor</u>	SANDERS, THERESA	ebrown@spokanecity.org	
<u>Additional Approvals</u>		tszambelan@spokanecity.org	
<u>Purchasing</u>		rriedinger@spokanecity.org	

ORDINANCE NO. C 35287

An ordinance relating to infraction penalty amounts amending Spokane Municipal Code section 01.02.950 to read as follows :

-- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC 1.02.9502 is amended.

Title 01 General Provisions

Chapter 01.02 General Provisions

Section 01.02.950 General Penalty

- A. Under the constitution and laws of Washington, the charter, and general ordinances, the City has and hereby asserts the right to enforce the provisions of this code by all appropriate means, including actions and suits in the superior court and municipal court, and administrative proceedings for revocation of license or permit, for collection of penalty or recovery of costs of enforcement, for summary abatement of nuisance, and otherwise.
- B. Each of the following persons is liable for any penalty provided herein:
 - 1. A person doing an act which this code provides a person may not do.
 - 2. A person omitting to do an act which this code provides a person is required to do.
 - 3. A person committing an act or omission which this code provides to be unlawful; or
 - 4. A person otherwise violating this code.

The principles of liability set forth in [SMC 10.01.050](#), [SMC 10.01.070](#), and [SMC 10.01.080](#) for persons legally responsible for the conduct of another, for owners of property in the custody of others and for principals and agents apply equally in cases of civil and criminal liability.

- C. The maximum civil penalties and default amounts, not including statutory assessments, for a violation of this code, unless otherwise provided by state law, are:
 - 1. Class 1 civil infraction: Two hundred ~~fifty sixty- one~~ dollars.
 - 2. Class 2 civil infraction: One hundred ~~twenty-five~~ thirty-one dollars.
 - 3. Class 3 civil infraction: Fifty six dollars.

4. Class 4 civil infraction: ~~Twenty-five~~ Thirty-one dollars.
- D. Whenever a monetary penalty is imposed by a court under [chapter 1.05 SMC](#), it is immediately payable. If the person is unable to pay at that time, the court may grant an extension of the period in which the penalty may be paid. If the penalty is not paid on or before the time established for payment, the court may proceed to collect the penalty in the same manner as other civil judgments and may notify the prosecuting authority of the failure to pay.
- E. The court may also order a person found to have committed a civil infraction to make restitution.
- F. The maximum criminal penalty for a violation of this code is a fine not to exceed five thousand dollars, imprisonment of not more than three hundred sixty-four days, or both fine and imprisonment.
- G. The penalties for violations of [Title 16A SMC](#), both infractions and criminal offenses, are as fixed by statute, court rule, or [chapter 8.02 SMC](#).
- H. The penalties for violations of the City penal code, [Title 10 SMC, Division I, chapter 10.01 SMC through chapter 10.20 SMC](#), are as set forth in each section, or as provided in the statutory counterpart, or as otherwise provided.
- I. Unless otherwise provided, a violation of this code, except for a failure to pay a bill or other charge, is a misdemeanor.

Passed by the City Council on _____ 2015.

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/20/2015
Clerk's File #	ORD C35262
Renews #	

Submitting Dept	DEVELOPMENT SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - STREET VACATION - MADISON & 2ND		

Agenda Wording

Ordinance vacating the alley between 2nd Avenue and 3rd Avenue from the east line of Jefferson Street to the west line of Madison Street; the alley between 2nd Avenue and 3rd Avenue from the east line of Madison Street east 100 feet; and the

Summary (Background)

This vacation was previously presented before City Council at a public hearing that was held on May 18th, 2015. Since that time the applicant has removed a portion of what was applied for.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	BECKER, KRIS	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PCED 3/30/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	RICHMAN, JAMES	lhattenburg@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	edjohnson@spokanecity.org	
Additional Approvals		ebrown@spokanecity.org	
Purchasing		sbishop@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

alley between Freeway Avenue North and 3rd Avenue from the east line of Madison Street to the west line of Monroe Street. (Riverside Neighborhood Council)

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35262

An ordinance vacating the alley between 2nd Avenue and 3rd Avenue from the east line of Jefferson Street to the west line of Madison Street; the alley between 2nd Avenue and 3rd Avenue from the east line of Madison Street east 100 feet; and the alley between Freeway Avenue North and 3rd Avenue from the east line of Madison Street to the west line of Monroe Street.

WHEREAS, a petition for the vacation of the alley between 2nd Avenue and 3rd Avenue from the east line of Jefferson Street to the west line of Madison Street; the alley; between 2nd Avenue and 3rd Avenue from the east line of Madison Street, east 100 feet and the alley between Freeway Avenue North and 3rd Avenue from the east line of Madison Street to the west line of Monroe Street has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. the alley between 2nd Avenue and 3rd Avenue from the east line of Jefferson Street to the west line of Madison Street; the alley between 2nd Avenue and 3rd Avenue from the east line of Madison Street east 100 feet; the alley between Freeway Avenue North and 3rd Avenue from the east line of Madison Street to the west line of Monroe Street located in the northwest quarter of Section 19, Township 25N, Range 43E, W.M. is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista, Comcast, and CenturyLink, to protect existing and future utilities.

Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the full assessed value of the area herein vacated.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

stvac\ Madison St.



CITY OF SPOKANE
PLANNING & DEVELOPMENT

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT (P1500304VACA)
July 20, 2015

LOCATION: The alley between 2nd Avenue and 3rd Avenue, from the east line of Jefferson Street to the west line of Madison Street and, the alley between 2nd Avenue and 3rd Avenue from the east line of Madison Street east 100 feet and, the alley between Freeway Avenue North and 3rd Avenue, from the east line of Madison Street to the west line of Monroe Street.

PROPONENT: Miller Family Real Estate, LLC

PURPOSE: Development

HEARING: May 18, 2015

REPORTS:

AVISTA UTILITIES – Avista asks for easements across the entire vacated area.

COMCAST – Comcast needs to retain easements across the entire vacated area.

CENTURYLINK – CenturyLink would like to retain our easements in the proposed areas of vacation.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments.

FIRE DEPARTMENT – No objection.

NEIGHBORHOOD SERVICES - No comments.

PARKS DEPARTMENT - No comments.

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – We probably need to check with the State about the alley between 3rd Avenue and Freeway Avenue. Our standard policy usually requires a public turn-around when ending a through street or alley. Hammerhead or cul-de-sac. There are no City Services in the proposed vacation area.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN - No comments.

PLANNING & DEVELOPMENT – PLANNING – No concerns.

POLICE DEPARTMENT – We have no issues.

SOLID WASTE MANAGEMENT – No comments.

W.S.D.O.T – The freeway on ramp located immediately south of the alley between Monroe Street and Madison Street is a limited access facility which site access is prohibited to.

When the storm drain structure(s) in the alley are abandoned it needs to be done in a manner not to affect the storm drains in the ramp.

STREET DEPARTMENT – Currently access from southbound Monroe to westbound Freeway Avenue North crosses over alley right-of-way. The Lincoln Street & Monroe Street project is supposed to go to add in 30 days. Should Design modify this intersection to accommodate for the future private property boundary line adjustment? The 2nd Avenue/3rd Avenue alley, between Monroe Street and Madison Street a one-way alley (westbound), by SMC. How does the developer propose to resolve access to a partially vacated one-way alley (requires modification to SMC).

WASTEWATER MANAGEMENT – The on ramp has a storm catch basin and line within the vacation area; this line should be removed and the existing drainage for the vacated alley would then need to be handled on-site.

WATER DEPARTMENT – None.

BICYCLE ADVISORY BOARD – No comments.

RECOMMENDATION:

1. If Avista's utility services are not relocated, an easement, as requested by Avista, be retained across the entire vacation area, to protect existing utilities.
2. If Comcast's utility services are not relocated, an easement, as requested by Comcast, be retained across the entire vacation area, to protect existing utilities.
3. If CenturyLink utility services are not relocated, an easement, as requested by CenturyLink, be retained across the entire vacation area, to protect existing utilities.
4. On-site stormwater runoff must be collected and treated on the site.
5. The plans for termination and closure of the alleys must be submitted and accepted by Planning and Development, prior to

construction, and the improvements must be satisfactorily constructed before final vacation approval.

6. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$145,000.00 and is to be deposited to Budget Account #3200 49199 99999 39510.
7. When the storm drain structure(s) in the alley, north of Freeway Ave, are abandoned it needs to be done in a manner not to affect the storm drains in the ramp.

EDJ/xxx

\\stvac\Madison & 2nd

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is fluid and cursive, with the first name "Eldon" being more prominent.

Eldon Brown, P.E.
Principal Engineer – Planning & Development

P1500304VACA



The alley between 2nd & 3rd, from the east line of Jefferson to the west line of Madison and,
the alley between 2nd and 3rd, from the east line of Madison
east 100 feet. and,
the alley between Freeway Ave North and 3rd, from the east line of Madison to the
west line of Monroe.

Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc. Not suitable for design purposes.



Vacation

 **COSGIS**
City of Spokane GIS





Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/28/2015
Clerk's File #	ORD C35290
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	KYLE TWOHIG 625-6152	Project #	
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0370 - ORDINANCE - MINOR ARCHITECT & ENGINEERING CONTRACTS		

Agenda Wording

An Ordinance relating to minor architect and engineering contracts; amending SMC section 7.06.295.

Summary (Background)

That SMC 16A.64.210 be amended to read as follows: Individual project advertisements are not required when the estimated cost is seventy-five thousand dollars or less. The City need only follow the established procurement process and evaluate the current statements of qualification and performance data on file with the purchasing director. The dollar amount set forth in this section shall be adjusted annually by the Office of Financial Management Director by an amount equal to the most recent

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 7/13/15
Finance	SALSTROM, JOHN	Distribution List	
Legal	WHALEY, HUNT	lhattenburg@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	kbustos@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing	WAHL, CONNIE	htrautman@spokanecity.org	
		ktwohig@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

calendar year calculation of CPI-W rounded to the nearest multiple of one thousand dollars.

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

ORDINANCE NO. C35290

An ordinance relating to minor architect and engineering contracts; amending SMC section 7.06.295.

The City of Spokane does ordain:

Section 1. That SMC 16A.64.210 be amended to read as follows:

Section 7.06.295 Minor Architect – Engineering Contracts

Individual project advertisements are not required when the estimated cost is seventy-five thousand dollars or less. The City need only follow the established procurement process and evaluate the current statements of qualification and performance data on file with the purchasing director. The dollar amount set forth in this section shall be adjusted annually by the Office of Financial Management Director by an amount equal to the most recent calendar year calculation of CPI-W rounded to the nearest multiple of one thousand dollars.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/28/2015
Clerk's File #	ORD C35291
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	4490 CHANGE IN ORDINANCE RELATING TO DISPOSAL OF WASTE TIRES		

Agenda Wording

Change in Ordinance relating to solid waste disposal, and the disposal of waste tires at the waste to energy facility. SMC 13.02.0126 and SMC 13.02.0563

Summary (Background)

The Solid Waste Disposal department has historically not accepted dedicated loads of tires from individuals or businesses. Currently all dedicated loads of waste tires from commercial operations such as tire stores and auto repair shops are hauled out of the area for disposal. The change to Section 13.02.0126 of the ordinance will create a category of separated waste for waste tires to be disposed of with the other non-processible waste.

Fiscal Impact		Budget Account	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 7/27/15
Division Director	GIMPEL, KEN	Other	
Finance	SALSTROM, JOHN	Distribution List	
Legal	DALTON, PAT	ttauscher@spokanecity.org	
For the Mayor	CODDINGTON, BRIAN	lbutz@spokanecity.org	
Additional Approvals			
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

That non-processed waste is hauled from the waste to energy facility to the Regional Disposal Company landfill. The occasional tires that are received incidental to loads of garbage may, as always, be burned as part of the regular waste stream. Section 13.02.0563 defines waste tires and itemizes the fee charged for disposal. All loads of separated tires from businesses and individual self-hauls will be charged the tire rate. This change to the SMC will provide local businesses and residents a local option for disposing of waste tires, and create additional revenue from the acceptance of tires.

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

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
July 27, 2015

Subject

Change in Ordinance relating to solid waste disposal, and the disposal of waste tires at the waste to energy facility. SMC 13.02.0126 and SMC 13.02.0563

Background

The Solid Waste Disposal department has historically not accepted dedicated loads of tires from individuals or businesses. Currently all dedicated loads of waste tires from commercial operations such as tire stores and auto repair shops are hauled out of the area for disposal. There is a need in the community for a local disposal option. The SWD currently separates and hauls for disposal various materials that are not processible at the waste to energy facility, such as sheet rock and other types of construction debris.

The change to Section 13.02.0126 of the ordinance will create a category of separated waste for waste tires to be disposed of with the other non-processible waste that is hauled from the waste to energy facility to the Regional Disposal Company landfill.

This change will not include the burning of dedicated loads of tires in the waste to energy facility. The occasional tires that are received incidental to loads of garbage may, as always, be burned as part of the regular waste stream.

Section 13.02.0563 defines waste tires and itemizes the fee charged for disposal. All loads of separated tires from businesses and individual self-hauls will be charged the tire rate.

Impact

By making these changes to the SMC, local businesses and residents will have a local option for disposing of waste tires.

Action

Approval recommended.

Funding

This change to the SMC will create additional revenue from the acceptance of tires.

ORDINANCE NO. C35291

AN ORDINANCE relating to the solid waste disposal department for services, amending SMC sections 13.02.0126 and 13.02.0563 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.02.0126 is amended to read as follows:

13.02.0126 Solid Waste – Separated Wastes

- A. “Solid waste” or “waste” means ~~((the entire local general waste stream generated or accumulated in the City of Spokane, including general-mixed solid waste, separated waste and recyclable materials))~~ all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials, per RCW 70.95.030 (22). General-mixed solid waste includes:
1. (“garbage”, which is solid and semi-solid putrescible, discarded materials such as kitchen, food, animal and vegetable wastes; and)
 2. (“refuse”, which is nonputrescible discarded materials, such as rubbish, ashes or other miscellaneous wastes.)
- B. “Separated wastes” are discarded materials of a uniform content, quality or consistency approved by the City for acceptance as separated wastes. Different rates may apply for separated wastes. Types of separated wastes may change from time to time, depending on market conditions, operational efficiency and other factors, at the City’s discretion. Currently identified categories are:
1. separated yard and garden waste, also referenced as “clean green” wastes;
 2. other composts;
 3. baled refuse or refuse which has been tied in bundles for collection;
 4. small animal carcasses;

5. "demolition debris" which is materials such as concrete, brick, metals, wood, and glass such as results from demolition of a building or other structure.
6. waste tires which are tires that are no longer suitable for their original intended purpose because of wear, damage, or defect.

Section 2: That SMC section 13.02.0563 is added to read as follows:

13.02.0563 Waste Tires

- A. Waste Tires are tires no longer suitable for their original intended purpose because of wear, damage, or defect.

The charge for waste tires, delivered to the waste-to-energy facility, is:

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$125.00</u>	<u>\$128.63</u>	<u>\$132.36</u>

per ton, with a minimum charge of

<u>2015</u>	<u>2016</u>	<u>2017</u>
<u>\$30.00</u>	<u>\$30.87</u>	<u>\$31.77</u>

per vehicle.

Service is subject to change at any time.

- B. Dedicated loads of waste tires will be accepted by appointment only.
- C. Acceptance of waste tires is subject to change without notice. The City of Spokane may modify, restrict, or cancel the acceptance of waste tires in accord with policy or market conditions.

Section 3: Effective Date.

This ordinance shall take effect and be in force on _____, 2015.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/10/2015

Date Rec'd	7/16/2015
Clerk's File #	ORD C35292
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 625-6269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 SALARY REVIEW COMMISSION REVIEW OF MAYOR'S SALARY		

Agenda Wording

An ordinance relating to the salary review commission; amending SMC sections 2.05.010, 2.05.020, 2.05.030, 2.05.040 and 2.05.050 and adopting a new section 2.05.070 to chapter 2.05 of the Spokane Municipal Code.

Summary (Background)

This ordinance adjusts the membership of the Salary Review Commission and adds the review and establishment of the Mayor's salary under the purview of the Salary Review Commission.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	Study Session	
Division Director		Other	Finance
Finance	SALSTROM, JOHN	Distribution List	
Legal	PICCOLO, MIKE	Mike Piccolo	
For the Mayor	SANDERS, THERESA		
Additional Approvals			
Purchasing			

ORDINANCE NO. C35292

An ordinance relating to the salary review commission; amending SMC sections 2.05.010, 2.05.020, 2.05.030, 2.05.040 and 2.05.050 and adopting a new section 2.05.070 to chapter 2.05 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC 2.05.010 is amended to read as follows:

Section 2.05.010 Salary Review Commission Creation

There is created a salary review commission ("commission") which shall be charged with reviewing and establishing the salaries of the mayor, council president and city council members.

Section 2. That SMC 2.05.020 is amended to read as follows:

Section 2.05.020 Membership – Term – Removal

A. Membership.

The commission shall consist of five members ~~((nominated by the mayor and appointed by the city council.))~~ who are residents and registered voters of the City. Appointment shall be as follows:

1. ~~((The commission members shall be residents and registered voters of the City.))~~ Two members shall be at-large appointments appointed by the mayor with the city council's approval.
2. ~~Three ((of the)) members shall be ((residents of))~~ appointed by the mayor with city council approval with one member from each of the three city council districts respectively ((-)). The individuals submitted for appointment from the council districts shall be recommended by the city council to the mayor for appointment.
3. Applications for positions to the salary review commission shall be reviewed by the City's ethics committee pursuant to SMC ~~((1.04.120))~~ 1.04.170 as an advisory opinion for potential conflicts of interest or other conflicts with the ethics code.
4. The ethics committee's advisory opinion shall be filed with the mayor's office and with the city council.

B. Term.

Each member of the commission shall serve a four-year term, and no member shall be appointed to more than two terms regardless of whether the terms are held consecutively.

1. More than two years of a four-year term shall count as a whole term.

2. Initial appointments shall be as follows:
 - a. Three members shall be appointed for a period of four years; and
 - b. Two members shall be appointed for two years.
3. All subsequent appointments or reappointments shall be for a four-year term.
4. Appointments may be made to complete an unexpired term in the event of a vacancy.

C. Removal.

Commission members may only be removed during their terms of office by the city council with a recommendation from the mayor for cause of:

1. incapacity,
2. incompetence,
3. neglect of duty,
4. malfeasance in office, or
5. for a disqualifying change in:
 - a. residence, or
 - b. voter status.

D. Compensation.

Commission members shall serve without compensation.

E. Qualifications.

1. Commission members shall have experience in finance, business management, or personnel management, or other related fields that demonstrate experience beneficial to the review and establishment of salaries for elected officials.
2. Officers, officials, and employees of the City and their immediate family members shall not be eligible to serve on the commission.
 - a. For the purposes of this section, "immediate family member" shall mean a:
 - i. parent,
 - ii. stepparent,
 - iii. in-law,
 - iv. spouse,
 - v. sibling,
 - vi. stepsibling,
 - vii. child,
 - viii. stepchild, or

- ix. dependent relative
of the officer, official or employee, whether or not living in the
household of the officer, official or employee.

Section 3. That SMC 2.05.030 is amended to read as follows:

Section 2.05.030 Definitions

- A. “Elected officials” means the positions of mayor, council president and all council members.
- B. “Salary” or “salaries”, as used in this chapter, means any fixed compensation paid periodically for work or services.
 - 1. This definition expressly excludes the total cost of any medical or other benefits provided to any elected official, as well as any expenses paid or reimbursed on behalf of an elected official in compliance with the City policies and procedures for expense reimbursements.

Section 4. That SMC 2.05.040 is amended to read as follows:

Section 2.05.040 Duties

- A. It is the goal of the commission to base salaries of the mayor, council president and council members on realistic standards so that the elected officials may be paid according to the duties of their offices and so that citizens of the highest quality may be attracted to public service. The commission shall have the duty to review and establish the salary of the mayor, council president and council members. The commission shall study the relationship of salaries to the duties of the mayor, council president and council members.
- B. A decision by the commission to change the salary of the mayor, council president or city council members shall be filed by the commission with the city clerk by May 31st, shall be final and shall become effective and incorporated into the city budget without further action of the city council or salary commission.
 - 1. Any change of salary by the commission shall supersede any ordinance or resolution in effect at the time the salaries are changed but only to the extent of such conflict.
- C. Salary increases established by the commission shall be effective on the first pay period of the year following the decision of the commission and shall apply to the mayor, council president and all city council members regardless of their terms of office.

- D. Salary decreases established by the commission shall become effective as to an incumbent mayor, council president or council member at the commencement of their next subsequent terms of office.

~~((E. The commission shall not review the salary of the mayor, whose salary shall be adjusted according to the provisions of Section 7 of the City Charter.))~~

Section 5. That SMC 2.05.050 is amended to read as follows:

Section 2.05.050 Operations of Commission

- A. The commission may establish its own rules of procedures consistent with the Spokane Municipal Code and state law, which shall include a meeting schedule.
- B. The commission shall annually elect a chair and vice chair from its members.
- C. All meetings of the commission shall be open to the public.
1. At least one of the meetings shall include a public hearing held prior to the commission issuing a decision regarding the establishment of salaries in order to provide an opportunity for the public and the affected ~~((public))~~ elected officials to address the commission.
- D. The commission shall meet to review the salary schedules of the mayor, council president and council members during even numbered years and may meet more frequently on their own initiative or by a motion of the city council.
1. Decisions of the commission regarding an increase or decrease in the salary schedule shall be filed by the commission with the city clerk by May 31st.
- E. In determining the salaries for the mayor, council president and council members, the commission shall solicit information regarding the elected officials duties and responsibilities. Prior to the commission issuing a salary schedule, the commission may request additional financial information and other relevant data from the appropriate city department.
- F. Three members of the commission shall constitute a quorum and the affirmative vote of three members shall be required to approve a salary schedule for the mayor, council president and council members as well as all other matters of the commission.
- G. The commission shall keep a written record of its proceedings, which shall be a public record in accordance with state law.
1. The commission shall provide written documentation forming the basis for the salary schedule.

H. The commission shall be assisted in performing its duties by staff assigned by the city administration and the City Council.

Section 6. That there is adopted a new section 2.05.070 to chapter 2.05 of the Spokane Municipal Code to read as follows:

Section 2.05.070 Implementation of Proposition No. 1 Regarding Mayor's Salary

In order to implement the amendment to Section 7 of the Spokane City Charter regarding the establishment of the mayor's salary by the commission pursuant to Proposition 1, as approved by the voters on the August 4, 2015 ballot, the commission shall review and establish the salary for the mayor by September 30, 2015. The decision of the commission shall be filed with the city clerk and shall be subject to referendum as set forth in SMC 2.05.060. The mayor's salary established by the commission shall take effect on the first pay period of 2016 and shall remain in effect through 2018. Future review and increase or decrease to the mayor's salary shall be performed by the commission in 2018 consistent with the review of the council president and council members' salaries as set forth in chapter 2.05 SMC. The commission will meet in 2016 pursuant to the schedule provision of chapter 2.05 SMC to review the salaries of the council president and council members.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

08/10/2015

Date Rec'd

7/13/2015

Clerk's File #

ORD C35293

Renews #Submitting Dept

PLANNING & DEVELOPMENT

Cross Ref #Contact Name/Phone

TAMI PALMQUIST 625-6157

Project #Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

0650 ORDINANCE RE LANDSCAPE ARCHITECT CERTIICATION

Agenda Wording

An Ordinance relating to the development code's landscaping and screening requirements; amending Spokane Municipal Code Section 17C.200.090.

Summary (Background)

AN ORDINANCE relating to the development code's landscaping and screening requirements; amending Spokane Municipal Code Section 17C.200.090.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MEULER, LOUIS

Study SessionDivision Director

SIMMONS, SCOTT M.

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PCED 2/13/15 & 7/20/15

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Additional Approvals

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Purchasing

ORDINANCE NO. C35293

AN ORDINANCE relating to the development code's landscaping and screening requirements; amending Spokane Municipal Code Section 17C.200.090.

WHEREAS, the Plan Commission recently considered a proposal to amend chapter 17C.200.090 of the Spokane Municipal Code to impose, as part of project review and issuance of certificates of occupancy, a requirement for design professionals to confirm that a project's landscaping conforms to approved plans; and

WHEREAS, following appropriate environmental determinations and notice, the City Plan Commission held a public hearing on the proposal on June 24, 2015;

WHEREAS, at the conclusion of the hearing, the Plan Commission found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code as outlined by SMC 17C.025.010(F), and voted 7 to 0 in favor or recommending that the City Council approve the amendments;

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes;--

Now, Therefore, The City of Spokane does ordain:

Section 1. That SMC section 17C.200.090 is amended to read as follows:

17C.200.090 Completion and Bonding

- A. All required landscaping, shall be in place before certificates of occupancy are issued. If a landscape plan was required per 17C.200.020, the applicant shall provide a form signed by the project's landscape architect verifying that required landscaping has been installed in substantial conformance with the landscaping plans approved by the City. The City shall provide the form for documenting the assessment. If, due to weather conditions, it is not feasible to install required landscape improvements, a temporary certificate of occupancy may be issued after a performance bond or other device acceptable to the City has been posted in the amount of one hundred twenty-five percent of the value of the required improvements, including labor and materials. Upon completion of the landscape improvements, the bond or device is released and a permanent certificate of occupancy issued; except a bond or device representing twenty-five percent of the value of the landscaping covering a period of two years shall be provided to assure the full establishment of the landscaped area as prescribed in subsection (B) of this section.

- B. A certificate of occupancy may be issued only after a performance bond or other device acceptable to the city has been posted in the amount of twenty-five percent of the value of the required landscaping. This bond or device shall be held for a period of two years to assure the full establishment of all plantings. After two years, if the plantings are fully established, the bond or device is released. If the plantings have not been fully established, the bond or device shall be held for one additional year, then released or used to re-establish the plantings, whichever is appropriate.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
Plan Commission Workshop
Wednesday, May 13, 2015

Subject

Proposed code amendment to establish landscape certification requirements for new development.

Background

New development projects on sites greater than 7,000 square feet require that a landscape plan prepared and stamped by a licensed landscape architect be submitted at the time of permit application. Single family homes, attached houses, and duplexes are exempt from this requirement. At the time of Certificate of Occupancy, staff performs an inspection to verify that the landscaping is in place. However, staff does not verify that the landscaping has been planted correctly.

The proposed code amendment will require that prior to issuance of a Certificate of Occupancy, the design professional shall conduct an inspection to evaluate and assess that the landscaping conforms to the design and is planted correctly prior to staff doing an inspection. The City shall provide a form for documenting such an assessment.

Update - After receiving comments from the Landscape Architecture community the form has been revised. Some comments received say it places and unreasonable amount of risk on the Landscape Architect and recommend that the landscape contractor sign it as well.

Impact

The inspection by the design professional will ensure that landscaping conforms to the approved design and is planted correctly, assuring the full establishment of the plantings.

Recommendation

Recommend approval.

Funding

The cost of this additional inspection will be the responsibility of the developer.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Proposed Amendment to Landscaping and Screening
Spokane Municipal Code Section 17C.200.090 Completion and Bonding**

A Recommendation from the City Plan Commission to the City Council to approve the proposed amendment to the Unified Development Code. The proposal adds the requirement for a site inspection to be completed by the landscape design professional prior to certificate of occupancy by making changes to Spokane Municipal Code (SMC) Chapter 17C.200.090 Completion and Bonding.

Findings of Fact:

- A.** The Plan Commission has been asked to consider and make recommendations to the City Council on a proposed amendment to chapter 17C.200.090 of the Spokane Municipal Code relating to completion inspections for landscaping requirements.
- B.** Staff worked with City Council Member Mike Allen to develop and present a draft proposal to the Plan Commission. Plan Commission workshops were held on this topic to review interim drafts on March 11 and May 13, 2015.
- C.** Public comments were solicited from industry professionals and the public between March 12, 2015 and May 13, 2015, to receive public feedback on the proposed amendment to the Landscape Chapter. The City provided multiple email notices of the proposed changes to industry and community members. The City also advertised on local industry newsletters, social media channels and its website.
- D.** The proposal is consistent with and implements provisions of the City of Spokane's Comprehensive Plan. There are many references to landscaping, here is a selection:

LU 2.1 Public Realm Features

Encourage features that improve the appearance of development, paying attention to how projects function to encourage social interaction and relate to and enhance the surrounding urban and natural environment.

Discussion: *The "public realm" is the public or private area where people interact with their surroundings or other people. The "public realm" is affected by the appearance, use, and attractiveness of development and how it functions. It is important to design buildings to maintain compatibility with surrounding development, and to design sites that provide for pathways, attractive and functional landscaping, properly proportioned open spaces, and other connecting features that facilitate easy access between public and private places.*

LU 5.1 Built and Natural Environment

Ensure that developments are sensitive to and provide adequate impact mitigation so that they maintain and enhance the quality of the built and natural

environment (e.g., air and water quality, noise, traffic congestion, and public utilities and services).

LU 5.2 Environmental Quality Enhancement

Encourage site locations and design features that enhance environmental quality and compatibility with surrounding land uses.

Discussion: Ensure the provision of adequate landscaping and other site design features that enhance the compatibility of development with the surrounding area.

TR 7.3 Street Trees

Plant Street trees wherever possible to enhance the transportation environment.

Discussion: A healthy "urban forest" is one of the greatest assets a city can have. It is also one of the few infrastructure elements that appreciate in value with age. For transportation purposes, street trees have many benefits; they provide a traffic calming effect, help orient motorists, provide shade and habitat, reduce glare, noise, erosion, and wind, and absorb carbon monoxide.

Large trees with overhanging canopies of branches are especially desirable. Streets with a cathedral of trees overhead are an important aesthetic element that fosters community pride and identity. One concern in planning for street trees is to ensure that public safety is protected by preventing sidewalks and curbs from being damaged by tree roots. This problem can be addressed through the design of the pedestrian buffer strip and the selection of the appropriate tree type for the planting site. In addition, planting techniques such as root barriers, "structural soil," and irrigation practices are helpful mechanisms in preventing tree roots from damaging sidewalks and curbs.

Poorly selected or poorly maintained trees can present other problems, including interfering with overhead utility lines, underground utilities, neighboring properties, and other plants and minimizing sight distances. Due to these potential problems, it is important that the appropriate type of tree be selected for each location and that trees are properly maintained. This is particularly true since trees are living organisms that grow larger each year, increasing in height, canopy width, and size of root system. It is important to consider what the size and shape of trees will be when they are mature. The Parks and Recreation Department's urban forestry program maintains a list of appropriate trees for planting in different environments. A permit is required to plant a tree in the right-of-way.

DP 2.2 Zoning and Design Standards

Utilize zoning and design standards that have flexibility and incentives to ensure that development is compatible with surrounding land uses.

Discussion: Maintaining or enhancing the neighborhood's character, livability, and property value is a benefit to the residents of an area and provides business owners with some assurance of community stability. Adopted standards that are adhered to, even when some flexibility is included, offer protection and instill confidence in established and prospective residents and business owners. The standards should address traffic, parking, loading control, structural mass, open space, green areas, lighting, landscaping and buffering, and safety of persons and property, as well as the impacts of noise, vibration, dust, and odors.

NE 2.2 Landscaping Requirements

Use incentives in landscape requirements that encourage application of drought tolerant native trees and plants.

SMP 4.5 Native Plant Retention and Landscaping

Provide ongoing education and incentives that emphasize the retention of or landscaping with native plant communities in non-impaired or blighted areas as new development and redevelopment occurs.

- E. On June 4, 2015 staff requested Washington State Department of Commerce grant expedited review from the Growth Management Services Division.
- F. This proposal was found to be exempt from SEPA under WAC 197-11-800(19)(b).
- G. Appropriate notice of the Plan Commission hearing was published in the Spokesman Review on June 10, 2015 and June 17, 2015.
- H. The City Plan Commission held a public hearing on June 24, 2015 to obtain public comments on the proposed amendment.

Conclusions:

- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- 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 amendments are consistent with the applicable provisions of the comprehensive plan; and
 - 2. The proposed amendments bear 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 Comprehensive Plan.

Recommendations:

By a vote of 7 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Unified Development Code.



**Dennis Dellwo, President
Spokane Plan Commission
June 24, 2015**



Landscape Completion Certification

Rev.20150625

Upon completion of landscaping/irrigation installation, the project Landscape Architect is required, per Spokane Municipal Code Section 17C.200.020, to conduct a site visit to verify that installation has been constructed in substantial conformance with the approved plans.

Date: _____ Permit Number: _____

Site Location/Street Address: _____

Project Name (if Applicable): _____

Based on conditions visible at the time of the site inspection, I hereby attest that the landscaping and irrigation improvements appear to have been installed in substantial conformance with the approved plans or as modified in accordance with the procedures found within Spokane Municipal Code Section 17C.200.

LANDSCAPE CONTRACTOR

Name: _____ Phone: _____

Fax: _____ Email address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

License No: _____ Expiration Date: _____

LANDSCAPE ARCHITECT

Name: _____ Phone: _____

Fax: _____ Email address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

The following exceptions are noted or attached with a revised approved plan: _____

Signature: _____ Date: _____

License No: _____ Expiration Date: _____

ADMINISTRATOR APPROVAL

Signature: _____ Date: _____

Comments: _____
