

**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, JANUARY 11, 2016

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 MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER LORI KINNEAR

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. Consultant Agreement with Century West Engineering, Inc. (Spokane Valley, WA) for assistance in the construction of the West Plains Chlorine Booster Station project—not to exceed \$68,700 plus a management reserve of \$6,000 for a total of \$74,700.
Dan Buller | Approve | OPR 2016-0016
ENG 2015176 |
| 2. Professional Services Consultant Agreement with Adams & Clark, Inc. (Spokane, WA) for Surveying On-Call Services - Federal Aid Projects—not to exceed \$250,000. (Various Neighborhoods)
Dan Buller | Approve | OPR 2016-0017
ENG 2016048 |
| 3. 2015-2017 Biennial Stormwater Capacity Grants Agreement with the Washington State Department of Ecology—\$50,000 revenue.
Marcia Davis | Approve | OPR 2016-0018 |
| 4. Grant Agreement with the Washington State Department of Ecology to fund plantings and public education in the Spokane River Gorge—\$180,000 revenue.
Marcia Davis | Approve | OPR 2016-0019 |

- | | | |
|--|-----------------------------|------------------------------|
| 5. Contract between the City and Washington State Department of Commerce to sub-contract CHG funds with multiple non-profit agencies.
Samantha Dompier | Approve | OPR 2016-0020 |
| 6. Change Order to Contract with Rob's Demolition, Inc. (Spokane, WA) for asbestos removal at 15 North Grant Street—increase of \$39,591.05 (plus tax and additional time to complete the process). Total contract amount to date \$134,041.05. (East Central Neighborhood)
Ed Lukas | Approve | OPR 2015-0921
ENG 2012119 |
| 7. Report of the Mayor of pending 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 \$_____. | Approve & Authorize Payment | CPR 2015-0002 |
| 8. City Council Meeting Minutes: _____, 2015. | Approve All | CPR 2015-0013 |
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EXECUTIVE SESSION

(Closed Session of Council)

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

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)

NO BOARDS AND COMMISSIONS APPOINTMENTS**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**NO EMERGENCY BUDGET ORDINANCES****EMERGENCY ORDINANCE**

Requires Five Affirmative, Recorded Roll Call Votes

ORD C35353

Of the City of Spokane, Washington, providing for the issuance and sale of a taxable limited tax general obligation refunding bond of the City in the principal amount of not to exceed \$16,340,000, for the purpose of refunding certain outstanding bonds of the city; providing for the redemption of the outstanding bonds to be refunded; providing for the annual levy of taxes to pay the principal of and interest on the bonds; and declaring an emergency.

Gavin Cooley

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2016-0002

Approving the process to fill the vacancy for Council District 2, Position 2.

Council President Stuckart

RES 2016-0003

Regarding support for a ballot proposition for the general election of 2016 for the purposes of funding the Central City Line and other Spokane Transit Authority projects in the Moving Forward Plan within the city limits, either through an area-wide measure or by means of the existing City of Spokane Transportation Benefit District.

Council Member Snyder

- RES 2016-0004 Requesting response for proposals (RFP's) for affordable housing projects at select locations where combined sewer overflow (CSO) facilities will be constructed.
Council Member Snyder
- RES 2016-0005 Approving the appointment of Lisa Key as the Director of the Planning Department for the City of Spokane.
Heather Lowe
- ORD C35300 Relating to earned sick and safe leave in the City of Spokane; creating a new Title 09 to the Spokane Municipal Code; amending sections 01.05.170, and 04.04.050 of the Spokane Municipal Code.
Council Member Snyder

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35352 Relating to the pretreatment requirements; amending SMC sections 13.03A.0203, 13.03A.0204, 13.03A.0210, 13.03A.0406, 13.03A.0408, 13.03A.0409, 13.03A.0502, and 13.03A.0801 of the Spokane Municipal Code; and setting an effective date.
Mike Cannon

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- | | | | |
|-----------------------|---|----------------------------------|------------|
| H1. | Renaming Centennial Alley from the west side of Elm Street to the south side of Summit Parkway and naming of the public alley in alignment with Centennial on the east side of Elm Street to the south side of Summit Parkway to "Centennial Way." | Pass on
Roll Call
Vote | ORD C35341 |
| Tami Palmquist | | | |
| H2. | Hearings on Ordinances to amend Sections of the Spokane Municipal Code: | Pass All on
Roll Call
Vote | |
| Tami Palmquist | | | |
| a. | Final Reading of Ordinance C35342 relating to Administration and Procedures of the Unified Development Code; amending SMC sections 17G.010.070, 17G.010.160, 17G.025.010, 17G.050.310, 17G.060.075, 17G.060.210, 17G.060.240, 17G.080.020, 17G.080.040. | | ORD C35342 |

- b. Final Reading of Ordinance C35343 relating to definitions used in the Unified Development Code; amending SMC sections 17A.020.030 and 17A.020.060. ORD C35343
- c. Final Reading of Ordinance C35344 relating to Building Moving and Relocation; amending SMC sections 10.26.010, 10.26.020, 10.26.030, 10.26.040, 10.26.070, 10.28.020, 10.28.040, 10.28.050, 10.28.070, 10.28.080. ORD C35344
- d. Final Reading of Ordinance C35345 relating to Obstructions and Encroachments in the Public right-of-way; amending SMC sections 12.02.060, 12.02.0706, 12.02.0707, 12.02.0708, 12.02.0710, 12.02.0712, 12.02.0714, 12.02.0716, 12.02.0718, 12.02.0720, 12.02.0722, 12.02.0723, 12.02.0724, 12.02.0726, 12.02.0726, 12.02.0730, 12.02.0735, 12.02.0737, 12.02.0740, 12.02.0745, 12.02.0750, 12.02.0755, 12.02.0704. ORD C35345
- e. Final Reading of Ordinance C35346 relating to Land Use Standards of the Unified Development Code; amending SMC sections 17C.110.100, Table 17C.110-1, 17C.110.200, Table 17C.110-3, 17C.110.230, 17C.120.110, 17C.120.310, 17C.122.135, 17C.124.210, Table 17C.124-2, 17C.124.310, 17C.130.310, 17C.200.020, 17C.200.040, 17C.200.050, 17C.230.140. ORD C35346
- f. Final Reading of Ordinance C35347 relating to transportation impact fees; amending SMC sections 17D.075.020. ORD C35347
- g. Final Reading of Ordinance C35348 relating to environmental standards of the Unified Development Code; amending SMC sections 17E.060.280 and Table 17E.060-04. ORD C35348
- h. Final Reading of Ordinance C35349 relating to the existing building and conservation code; repealing SMC Section 17F.070.190. ORD C35349
- Tami Palmquist**
 - i. Final Reading of Ordinance C35350 relating to land use fees; amending SMC sections 08.02.0220, 08.02.038, 08.02.065. ORD C35350

- j. Final Reading of Ordinance C35351 relating to Street Obstruction Permits; amending SMC sections 07.02.070.

ORD C35351

Tami Palmquist

- H3. Hearing on Validated Initiative No. 2015-1 petitions filed on behalf of Jackie Murray, sponsor, relating to Immigration Status Information.

Council
Decision

LGL 2014-0023

Terri Pfister

Motion to Approve Advance Agenda for January 11, 2016
(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 January 11, 2016, Regular Legislative Session of the City Council is adjourned to January 25, 2016. The January 25, 2016, 6:00 p.m. Legislative Session will be a Town Hall Session held in the City Council Chambers of City Hall.

Note: The regularly scheduled City Council meeting for Tuesday, January 19, 2016, has been canceled. (There is no meeting on Monday, January 18, 2016, due to the recognized observance of the Martin Luther King, Jr. holiday.)

NOTES

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

01/11/2016

Date Rec'd

12/28/2015

Clerk's File #

OPR 2016-0016

Renews #**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 - CENTURY WEST ENGINEERING, INC. - CONSULTANT AGREEMENT

Cross Ref #**Project #**

2015176

Bid #**Requisition #**

2016 FUNDS

Agenda Wording

Consultant Agreement with Century West Engineering, Inc. for assistance in the construction of the West Plains Chlorine Booster Station project for an amount not to exceed \$68,700.00 plus a management reserve of \$6,000.00.

Summary (Background)

As part of the City Water Department's effort to put the existing West Plains transmission main in service and thereby open the area between FAFB and Spokane International Airport to development, both water main looping and a chlorine booster station are required. Because of the need to maintain residual chlorine levels in anticipation of a possible inter-tie agreement with the City water by Medical Lake this summer, the chlorine station is being fast tracked and a consultant hired to do the

Fiscal Impact

Expense \$ 74,700.00

Select \$

Select \$

Select \$

Budget Account

4250 42300 94000 56501 04100

#

#

#

Approvals**Dept Head**

TWOHIG, KYLE

Division Director

SIMMONS, SCOTT M.

Finance

KECK, KATHLEEN

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

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

Public Works 11/23/15

Distribution List

lhattenburg@spokanecity.org

kbustos@spokanecity.org

Additional Approvals

jsalstrom@spokanecity.org

Purchasing

htrautman@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

design. Because of the size of the project, Century West Engineering, Inc. was selected from the City's A&E list without the RFQ process.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
November 23, 2015

Subject

Chlorine Injection Station – West Plains (2015176)

Background

As part of the City Water Department's effort to put the existing West Plains transmission main in service and thereby open the area between FAFB and Spokane International Airport to development, both water main looping and a chlorine booster station are required.

West Plains is the most distant portion of the water system from the source of supply and chlorine injection point. As a result, the Water Department cannot maintain the State required chlorine residual levels in this area. The proposed chlorine station together with the Plains to SIA looping project will resolve this deficiency. The chlorine station is proposed for construction on property being acquired from Inland Power and Light at the location shown on the attached exhibit. The Plains to SIA looping main is along the route also shown on this exhibit.

Because of the need to maintain residual chlorine levels in anticipation of a possible inter-tie agreement with the City water by Medical Lake this summer, the chlorine station is being fast tracked and a consultant hired to do the design. Because of the size of the project, the consultant was selected from the City's A&E list without the RFQ process. The selected consultant was Century West Engineering of Portland which has a longstanding office in Spokane Valley.

Public Impact

The hiring of consultants, the subject of this briefing paper, has no direct impact on the public. The project itself will be advertised approximately March 1, 2016 with construction beginning on approximately May 1, 2016 and lasting approximately six to eight weeks.

An extensive public outreach will be conducted during design.

Action

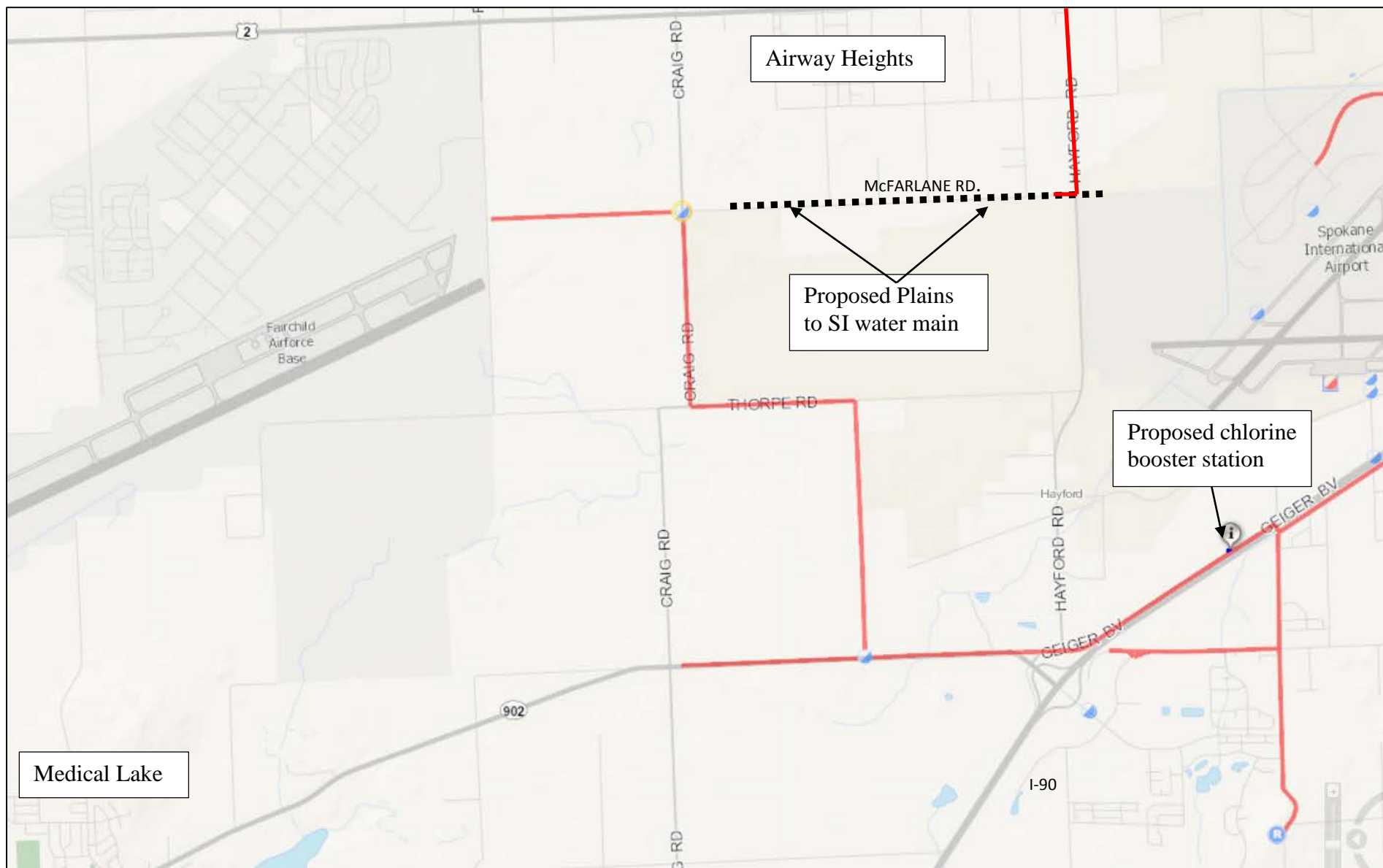
Information is provided for Council background. The proposed agreement with the consultant will be on the January 11, 2016 council agenda.

Funding

This project will be paid with Water Department funds.

Attachments

Project location map.



City of Spokane

CONSULTANT AGREEMENT

Title: WEST PLAINS CHLORINE BOOSTER STATION

This Agreement is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and CENTURY WEST ENGINEERING Inc., whose address is 11707 E. Montgomery Dr., Spokane Valley, Washington, 99206 as ("Consultant").

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on January 15,, 2016, and ends on December 31, 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") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement.

Task Specific Detailed Scope Descriptions for phases of projects in process or contemplated at the time of execution, and their associated time schedules for completion, will be described in Exhibits A and made part of this Agreement with City approval. As additional scope is identified/pursued, it will be documented via additional Task Specific Detailed Scope Descriptions approved via email or limited notice to proceed by the City, and incorporated into the Agreement if the cumulative budget request of all Task Specific Detailed Scope Descriptions does not exceed Total Compensation in Section 4, Payment. If the cumulative budget request does exceed this Total Compensation, then the City may choose to use the Management Reserve or write an Agreement amendment to incorporate additional scope.

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.

Total compensation for Consultant's services under this Agreement shall not exceed \$68,700 plus a management reserve of \$6,000 for a total amount of seventy four thousand seven hundred_ AND NO/100 DOLLARS (\$74,700.00), unless modified by a written amendment to this Agreement.

Compensation shall be on and time and expense basis. The management reserve may not be spent without written authorization of the City's project manager.

5. REIMBURSABLES

To the extent the Agreement specifies reimbursables to be compensated by the City, the following limitations apply. If no travel or direct charges are identified and allowed in the Agreement, the City shall provide no reimbursement. If there are any conflicts between this Section and Exhibit B, Exhibit B shall control.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, and computer charges.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- E. **Miscellaneous other business expenses** (e.g. printing, long distance phone, supplies, computer charges, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Consultant shall make a good faith effort to utilize local Subconsultants in the performance of this Agreement. Subconsultants shall comply with the same Agreement obligations of the Prime Consultant, as described herein. Subconsultant will follow the compensation as described in Exhibit B of this Agreement. Copies of all Subconsultant invoices that are rebilled to the City are required.

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 DEPT. OF ENGINEERING SERVICES2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):

- Invoice Date and Invoice Number
- Project Coordinator: Dan Buller
(Please do not put name in the address portion of the invoice)
- Department Contract No. OPR # _____
- Contract Title: West Plains Chlorine Booster Station
- Period covered by the invoice
- Total budget available, budget expended and budget remaining
- Employee's name and classification
- Employee's all-inclusive hourly rate
- Total labor costs
- Itemization of direct, non-salary costs
- The following Sub-Consultant payment information will be provided *[if needed]*
(attach Sub-Consultant invoices as backup):
 - 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).
-

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Consultant shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
–Dept. of Engineering Services City of Spokane 2nd Floor – City Hall 808 West Spokane Falls Boulevard	Century West Engineering 11707 E. Montgomery Dr. Spokane Valley, Washington 99206

10. SOCIAL EQUITY REQUIREMENTS.

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

11. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to reasonable attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

12. INSURANCE.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and

employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall 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.

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

19. ERRORS AND OMISSIONS, CORRECTIONS.

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

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

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

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 prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions you identified. The Limited Redaction will be released only after you are provided "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you "third party notice", giving ten 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 mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. **For Cause:** The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. **For Reasons Beyond Control of Parties:** Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

CONSULTANT

By Matt Morkort 12-16-15
Signature Date

MATT Morkort P.E.
Type or Print Name

Vice-President
Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – General Scope of Work
Exhibit B – Fee Schedule

15-730



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2015

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

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

PRODUCER Willis of Oregon, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:		
	PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com FAX (A/C No.): 1-888-467-2378		
INSURED Century West Engineering Corporation 5331 SW Macadam Ave Ste 207 Portland, OR 97239	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Indemnity Co. of America		25666
	INSURER B: Phoenix Insurance Company		25623
	INSURER C: SAIF Corporation		36196
	INSURER D: Beazley Insurance Company, Inc.		37540
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: W1217564

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		6800279T799TIA15	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							WA STOP GAP \$ 1,000,000
B	AUTOMOBILE LIABILITY			BA0283T61115	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/>		PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
		<input type="checkbox"/> CLAIMS-MADE					
	DED RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	754555	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			V18489150101	04/15/2015	10/01/2016	\$2,000,000 Per Claim
			\$2,000,000 Aggregate				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City, its officers and employees are included as Additional Insureds as respects to General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Spokane Dept. of Engineering Services, 2nd Floor - City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERICAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



December 10, 2015

Dan Buller
Engineering Services
City of Spokane
808 W Spokane Falls Blvd.
Spokane, WA 99201

Attention: Dan Buller

Regarding: West Plains Water Line Chlorination Facility

Dear Dan:

Thank you for selecting Century West Engineering to perform this work for the City.

We understand that the City would like to construct a chlorination facility for the 36" water main that serves the West Plains. We understand that the residual chlorine levels in the pipeline don't meet standards and additional chlorine needs to be added in order to maintain desired treatment levels. We understand that the City would like to utilize gaseous chlorine for the chlorination facility and that the facility will be located on parcel # 24064.9016 which is on Geiger Blvd, south of the Spokane International Airport.

The City would like Century West Engineering to design the chlorination facility and guide the project through the permitting process for Spokane County. We have retained Trindera Engineering to provide electrical engineering design services for the project and Dumais-Romans to provide mechanical engineering design services for the project. We do not anticipate that geotechnical engineering services will be necessary for this project at this time. We also understand that no architectural design work will be necessary for the design of the building. It is anticipated that a simple CMU building with minimal architectural requirements will be sufficient for this building. The building will need to meet all design codes for permitting through Spokane County.

Century West has prepared the following Scope of Work for the project based on discussions with yourself:

The Scope of Work is broken down into 2 major categories; Design Engineering and Project Bidding and Award. Construction Services are not included in this proposal but may be added later by amendment.

Preliminary Design Services to be provided by the City:

1. City will conduct a topographic survey of the area. This work shall have the following constraints:
 - a. The survey will utilize NAD88 State Plane Coordinates
 - b. The survey will utilize existing vertical control in the area that will be provided by the City.
 - c. The City will set horizontal and vertical control points as needed to create benchmarks and control points for design and construction of the project.
 - d. The City shall call the "one-call" center for utility locates prior to surveying such that all utilities can be surveyed in from the locate markings.
 - e. All survey monuments in the project area will be documented in the survey process and any monuments that have the potential to be disturbed in the Construction process will be identified and the proper documentation and application for disturbance will be filed with the proper agency by the Consultant.
2. City shall provide existing record drawings of the existing City of Spokane utilities that may be in the roadway and include those utilities in the basemap.
3. The City will be responsible for preparing a SEPA checklist for the project. Minor assistance from the consultant is anticipated to be needed.
4. The City Water Department will provide equipment requirements for the chlorination system. They will provide manufacturer information and specific models for the equipment that will be included in the building.

Design Engineering

The design engineering phase of this project is scheduled to be completed April 15, 2016. This date is just prior to the date the project is scheduled to advertise for construction. The overall design of the project will include site development layout including the building layout, road access and parking design, stormwater management facilities to dispose of stormwater on-site, design of water system connections and improvements for the integration of a static mixer and chlorination dosing system on the existing 36" ductile iron pipe along Geiger Blvd including a subsurface vault to house the mixer and pipe connections, design of electrical improvements necessary for an operational chlorination system including a PLC to allow the variance of chlorination dosing based on flow rates from a newly installed flow meter, coordination with power utility and design of the power utility service, coordination with the local telecommunications provider to bring a telephone line to the site for the telemetry system, mechanical design of heating, cooling and ventilation systems necessary to meet building codes for the chlorination building, and permitting coordination to get the building permit approved by Spokane County.

The design engineering work shall consist of:

1. Preparation of basemap. The basemap will be compiled from all the data collected in the Preliminary Engineering Phase of the project.
 - a. The basemap will conform to City of Spokane CAD Standards including symbols, line types, colors, layers and survey coding.
 - b. Project stationing shall follow City of Spokane standard/historical stationing.

- c. The Consultant will use the City of Spokane Title block for all drawings for this project.
2. It is anticipated that a Stormwater Pollution Prevention Plan will not be needed on this project. If it is necessary, it may be added by amendment.
3. 30% Design Submittal (Date of submission, February 5, 2016)
 - a. The consultant will prepare plan and profile sheets in accordance with the City of Spokane Standards.
 - b. Plan and profile sheets will identify where waterline improvements will be constructed, including location of static mixer and chlorination service lines.
 - c. Site Layout plan will show anticipated location of the chlorination building and general site layout of the site improvements.
 - d. The Project Limits will be identified on the Plans.
 - e. Applicable City Standard Drawings and typical sections will be included on the plans.
 - f. The 30% Plans will include existing utilities, right of way, parcel identification, mainline plan and preliminary profile.
 - g. The 30% design submittal shall consist of 3 full size copies (24"x36") of the 30% drawing set and a copy of the drawings on CD in Adobe PDF format.
4. 75% Design Submittal (Date of submission, March 11, 2016)
 - a. The 75% design submittal shall include all of the information included in the 30% design submittal with the addition of the following:
 - i. Consultant shall determine finished surface grades, curb and sidewalk grades, (where required), proposed utilities, and proposed storm drainage structures. The submittal will also include preliminary building interior layout of equipment and the building footprint.
 - ii. Consultant shall coordinate the electrical utility service for the facility and include utility service on the plan set.
 - iii. 75% drawings will include preliminary layout of electrical and mechanical components of the building.
 - b. The 75% design submittal shall consist of 3 full size copies (24"x36") of the 60% drawing set and a copy of the drawings on CD in Adobe PDF format.
5. 95% Design Submittal (Date of submission, April 8, 2016)
 - a. The 95% design submittal shall include draft final plan sheets for the City review that includes all draft final site improvements and connection details for the project.
 - b. The 95% design submittal shall include Contract Documents including quantities of bid items, special provisions to the WSDOT standard specifications based on City of Spokane Standards and specifications for work items not included in WSDOT specifications in CSI format.
 - c. For this submittal, the City of Spokane shall provide the Traffic Control Plan documents to be included in the Contract Documents.
 - d. An opinion of probable cost shall be prepared for the project and submitted with the 95% design submittal.

- e. The 95% design submittal shall consist of 3 full size copies (24"x36") of the 95% drawing set and a copy of the drawings on CD in Adobe PDF format. 3 copies of the draft Contract Documents will be provided as well as a compiled Adobe PDF copy of the documents on CD.
 - f. The Consultant shall submit necessary applications to the Washington State Department of Ecology for all new UIC facilities in accordance with the Stormwater Management Manual for Eastern Washington and DOE regulations.
 - g. The Consultant shall attend a meeting with the City and traffic control personnel after the 95% submittal to discuss detours and closures for the project if necessary. The water chlorination lines will cross Geiger Blvd but may not require a detour.
6. Final Design Submittal (Date of Submission, April 22, 2016)
- a. The final design submittal shall include signed and sealed drawings and Contract Documents incorporating any comments the City has from the 95% design submittal.
 - b. A final opinion of probable cost for the project which includes a 10% contingency factor for construction.
 - c. The final design submittal shall include 1 original full size mylar set of signed and sealed contract drawings, 1 reduced set (11"x17" paper) of original signed and sealed contract drawings, 1 full size copy of the drawings and 2 copies of the Contract Documents. A compiled Adobe PDF copy of the documents and drawings that are ready for reproduction and the AutoCAD drawing files in AutoCAD Civil3D 2015 version will be submitted with the final package.
7. Project Meetings shall be conducted on a bi-weekly basis throughout the design phase of the project in order to maintain clear lines of communication between the City and the Consultant. These meetings will present an opportunity for the Consultant to keep the City apprised of the progress of the project and to get the City's input on design ideas for the project.

Project Bidding and Award

The Consultant shall assist the City in bidding the project, answering questions from interested Contractors and recommending award of the project to the lowest responsible, responsive bidder. The work included in this phase of the project will consist of:

- 1. The City shall make copies of the Contract Documents and Drawings and be responsible for advertising the project, distributing bid documents to plan centers and prospective bidders and maintaining a planholders list.
- 2. Answering questions from potential bidders regarding the Contract Drawings or Contract Documents. The Consultant shall be listed as the primary point of contact for answering questions regarding the project. The City shall be given copies of all Telephone Conversation Records for questions from potential bidders.
- 3. Preparing any Addenda needed to clarify the Contract Drawings or Contract Documents. The City shall issue any Addenda necessary for the project.

4. The Consultant shall attend a Construction Handoff meeting with City personnel to pass off any pertinent information if the City chooses to perform the Construction Management of this project.
5. It is anticipated the City will receive bids for the project and the Consultant will not attend the Bid Opening for the project.
6. The City shall tabulate bids and will be responsible for awarding the Contract.
7. After award of the project, the Consultant shall prepare a conformed set of Contract Documents and Drawings that incorporate any changes made by Addenda. The Consultant shall provide one full size (24"x36") set of signed and sealed mylar prints if changes to the Contract Drawings made by Addenda require reissuing the Contract Drawings.

DESIGN CRITERIA

Documents furnished by the Consultant, to the extent feasible, shall be developed in accordance with the current edition of the following:

1. City of Spokane Design Standards (2-2007 version and amendments)
2. WSDOT/APWA Standard Specifications for Road and Bridge Construction (2014 version)
3. City of Spokane Supplemental Specifications (2015 version)
4. City of Spokane Standard Plans (2015 version)
5. Stormwater Management Manual for Eastern Washington
6. Building permit requirements established by Spokane County

DATA TO BE FURNISHED BY THE CITY

The City shall make the following data available to the Consultant:

1. As-built drawings of:
 - a. Existing Sewers
 - b. Existing Water
 - c. Existing Roadway
2. Specification Assembly CD
3. Survey point data

SERVICES TO BE PROVIDED BY THE CITY

The City shall perform the following design / review services for the project:

1. Topographic Survey of site parcel and adjoining roadway to WSDOT R-O-W lines
2. Environmental Review and SEPA
3. Chlorination Equipment Identification
4. Traffic Control Planning
5. Review of PS&E packages, and other documents prepared by the Consultant, as described in the Project Scope above.

SERVICES EXCLUDED FROM THE SCOPE OF WORK

The following services are not included in this scope of work but may be added by amendment:

1. Design of a backup power generation system
2. Design of a water booster system
3. Design of a telemetry system that can integrate into the City of Spokane SCADA system
4. Architectural Design of the CMU building. Architectural components suggested by the City can be integrated but full scale Architectural Design is not part of this contract.
5. Geotechnical Investigation. Building footings will be based upon IBC recommendations with a factor of safety applied.
6. Construction Services. It is anticipated that an amendment to this contract will be necessary to include limited engineering consultation during construction to answer RFI's from Contractor and evaluate change order requests.

The Contract is expected to be on a time and materials basis with a not to exceed amount based on a negotiated fee schedule. The following table represents the expected not to exceed amount for each portion of work:

Portion of Work	Cost
Preliminary Engineering	\$12,133
Design Engineering	\$56,567
Total	\$68,700

Please feel free to call me with any questions.

Sincerely,

CENTURY WEST ENGINEERING CORPORATION



Matt Morkert, P.E.
Project Manager

Enclosure:
Consultant Billing Rate Schedule

FEE SCHEDULE FOR ENGINEERING & RELATED SERVICES

EXHIBIT "B"

EFFECTIVE JANUARY 1, 2016

(This schedule is subject to change)

The compensation for work done on the basis of personnel services plus incurred expenses will be established using the rates as set forth below:

A. PERSONNEL SERVICES

The following rates and classifications shall be in effect for this contract:

120 Receptionist	\$62.00
117 Project Coordinator/Clerical I	\$66.00
118 Project Coordinator/Clerical II	\$98.00
147 Staff Technician	\$82.00
142 Senior Technician	\$102.00
133 Civil Designer	\$95.00
111 Intermediate CAD Tech	\$75.00
123 Engineer-in-Training (EIT)	\$85.00
104 Senior Project Engineer	\$105.00
114 Staff Airport Planner	\$68.00
112 Senior Airport Planner	\$155.00
103 Project Manager	\$125.00
102 Senior Project Manager	\$160.00
Vice President	\$195.00
101 Principal	\$215.00

B. OUTSIDE EXPENSES

Any outside expenses including subconsultant and subcontractor services incurred for this project by Century West Engineering will be charged at 105% of the actual cost of the expense.

C. IN-HOUSE EXPENSES

1. Equipment Expenses:

Vehicle Mileage	0.60/mile
Nuclear Density Gauge	45.00/day
	125.00/wk
	450.00/mo

2. Field Supplies:

Field supplies provided from stock will be charged as follows:

Stakes, Hubs, Guineas, Laths	.40/each
2-inch x 2-inch Painted Property Stake	1.50/each

3. Drafting Supplies and Reproduction Costs:

Drafting supplies and reproduction materials provided from stock will be charged at the following rates:

Blue/line/Black/line	1.80/sheet
Vellum Cut Sheets	.50/sq. ft.
Plot	2.00/sheet
Mylar Plat Boards	7.00/each
Sepia	.50/sq. ft.
Photocopy	.05/copy
Mylar	1.50/sq. ft.

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

01/11/2016

Date Rec'd

12/29/2015

Clerk's File #

OPR 2016-0017

Renews #**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 - ADAMS & CLARK, INC. - SURVEYING – FEDERAL AID PROJECTS

Cross Ref #**Project #**

2016048

Bid #**Requisition #**

MASTER

Agenda Wording

Professional Services Consultant Agreement with Adams & Clark, Inc. (Spokane, WA) for Surveying On-Call Services - Federal Aid Projects for an amount not to exceed \$250,000.00. (Various Neighborhood Councils)

Summary (Background)

This Agreement for Architect Design On-Call Services is for a period of two years. Any extensions will be granted at the City's discretion. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual project.

Fiscal Impact**Budget Account**

Expense \$ 250,000.00

Various

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

Public Works 11/9/15

Finance

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

kkeck@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

htrautman@spokanecity.org

dclark@adamsandclark.com

BRIEFING PAPER
Public Works Committee
Engineering Services
Nov. 9, 2015

Subject

Consultant master agreements

Background

Engineering Services has master agreements with various consulting firms for specialized engineering services (structural, geotech, etc.), landscape architecture and real estate acquisition. Some of those agreements are expiring at the end of this year. Also, DOT is requiring separate agreements with consultants for FHWA funded projects. Therefore, Engineering Services is in the process of advertising various requests for qualifications (RFQs) to solicit statements of qualifications from interested consultants. The following RFQs are being advertised:

- Geotechnical Engineering – Federal Aid Projects
- Geotechnical Engineering – Non-Federal Aid Projects
- Landscape Architect – Federal Aid Projects
- Landscape Architect – Non-Federal Aid Projects
- Cultural Resource Consultant – Federal Aid Projects
- Right of Way Consultant – Federal Aid Projects
- Surveying – Federal Aid Projects

Consultants will be selected on the basis of qualifications as defined in the RFQ. One consultant will be selected for each of the above listed RFQs and a master agreement prepared. Each master agreement will be brought to council for approval. Each master agreement will be for 2 years with an optional 1 year extension and each will be for \$200,000 to \$400,000. Costs incurred under each of these contracts will be covered by individual public works projects (e.g., street/sidewalk projects, water/sewer pump stations, etc.).

The \$200,000 to \$400,000 contract amount is an estimate of the amount of work which would be required over the two to three year life of each contract. Consultants will be assigned to work on specific projects (street/sidewalk, pump stations, etc.) ranging from approx.. \$5,000 to \$50,000, the total of which will be limited to the amount of the master contract.

Action

This information is being provided for background information.

Funding

Costs incurred under each of these contracts will be covered by individual public works projects.

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Adams & Clark, Inc.		
Address 1720 W. Fourth Ave., Spokane, WA 99201	Federal Aid Number Various	
UBI Number 600 262 979	Federal TIN or SSN Number 91-1012244	
Execution Date	Completion Date Dec 31, 2017	
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title Surveying On-Call Services – Federal Aid Projects 2016-2017		
Description of Work The scope of services will include the following landscape architecture work on the projects listed in Exhibit A: <ul style="list-style-type: none"> Street projects, including landscaping of pedestrian buffer strips, storm drainage areas, Gateway entry statements to communities and institutions, Pump station and other public utility buildings, Parking lots, Miscellaneous items, such as project scope descriptions, concept designs, “green” infrastructure concepts, site layouts, cost estimates, coordination efforts. 		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: 250,000.00

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Spokane hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd.
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6391
Facsimile: 509-625-6349

If to CONSULTANT:

Name: Daniel B. Clark
Agency: Adams & Clark, Inc.
Address: 1720 W. 4th Ave.
City: Spokane State: WA Zip: 99201
Email: dclark@adamsandclark.com
Phone: 509-747-4600
Facsimile: 509-747-8913

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E”, will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.

Agreement Number:

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

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VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

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Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Dan Buller
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd
City: Spokane State: WA Zip: 99201
Email: dbuller@spokanecity.org
Phone: 509-625-6391
Facsimile: 509-625-6349

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

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XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

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XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

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The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

Agreement Number:

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A

Scope of Work

Project No.

The scope of work for the various federal aid projects covered in this agreement will vary by project but is generally described in the "Description of Work" on the first page of this agreement. The projects covered include:

- Post St Bridge Deck Replacement – bridge reconstruction
- 37th Ave from Regal to East City Limits – pavement reconstruction, sidewalks, swales, etc.
- Mission Ave, Division to Hamilton – pavement rehabilitation, curb ramps, etc.
- Monroe/Lincoln Couplet - pavement reconstruction, curb ramps, etc.
- Riverside Drive – Phase II & III – road construction, sidewalks, swales, etc.
- Sprague Ave Rebuild – Sprague Corridor Investment Strategy - pavement reconstruction, curb bumpouts, stormwater separation etc.
- Sunset Blvd from Lindeke St to Royal St - pavement reconstruction, curb ramps, lane reconfiguration, stormwater upgrades etc.
- Hamilton St Corridor Enhancement Project – signal replacements and ADA compliance updates at signalized intersections
- Centennial Trail, Mission Ave Gap Phase 1 – intersection improvements at Mission at Perry including improved crosswalk with pedestrian refuge island, sidewalk reconstruction, and parking lot improvements at Mission Park
- Division St, 3rd Ave to Spokane Falls Blvd – curb bumpouts, landscaping, lighting, etc.
- Barnes Road from Phoebe to Strong Road – road construction, sidewalks, stormwater detention, etc.
- Crestline Street Lane Reduction – road restriping and ADA compliance
- Maxwell-Mission Avenue Lane Reduction - road restriping and ADA compliance
- Monroe Street Lane Reduction and Hardscape – road restriping, sidewalk widening, curb bumpouts, pedestrian refuge islands, lighting improvements, and bus stop improvements.

The exact scope and budget will be negotiated before a notice to proceed is given for each of the above listed projects. Not every project necessarily requires landscape architecture services.

Agreement Number:

Exhibit B
DBE Participation

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

n/a

B. Roadway Design Files

n/a

C. Computer Aided Drafting Files

n/a

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Phone or in-person consultation as necessary

E. Specify the Electronic Deliverables to Be Provided to the Agency

PDF format unless project manager requests MS-Word format

F. Specify What Agency Furnished Services and Information Is to Be Provided

Varies by project

Agreement Number:

II. Any Other Electronic Files to Be Provided

Varies by project

III. Methods to Electronically Exchange Data

Email or city provided FTP site

A. Agency Software Suite

Microsoft Office

B. Electronic Messaging System

Standard email

C. File Transfers Format

Standard Microsoft Office or PDF format

Exhibit D

Prime Consultant Cost Computations

Will be negotiated project by project subject to attached fee/rate schedule (Exhibit K) before notice to proceed for that project is given

Agreement Number:

Exhibit E

Sub-consultant Cost Computations

There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Adams & Clark, Inc.
whose address is
1720 W. 4th Ave., Spokane, WA 99201-5302
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Adams & Clark, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of

I hereby certify that I am the:

☒ Mayor

☐ Other

of the City of Spokane, and Adams & Clark, Inc.,
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the WS-DOT and Adams & Clark, Inc.
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Adams & Clark, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Adams & Clark, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer’s representative in support of this agreement _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT’s and forward pricing rate AGREEMENT’s between the offer or and the Government that are part of the proposal.

Firm: Adams & Clark, Inc.

Signature

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XIII, Legal Relations and Insurance of this Agreement is amended to \$ 1,500,000 .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ 1,500,000 .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

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

01/11/2016

Date Rec'd

12/9/2015

Clerk's File #

OPR 2016-0018

Renews #**Submitting Dept**

INTEGRATED CAPITAL MGMT

Contact Name/Phone

MARCIA DAVIS 625-6398

Contact E-Mail

MDAVIS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4250 - AGREEMENT WQSWCAP-1517-SPOKAN-00027

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

2015-2017 Biennial Stormwater Capacity Grants Agreement with the Washington State Department of Ecology.

Summary (Background)

The Department of Ecology is offering the City grant funding in the amount of \$50,000.00, with no match requirements, to help pay for the cost of the Phase II stormwater permit requirements through March 31, 2017. this project will improve water quality in the State of Washington by reducing Stormwater pollutants discharged to state water bodies.

Fiscal Impact

Revenue \$ 50,000.00

Select \$

Select \$

Select \$

Budget Account

4310 94306 35079 33431 99999

#

#

#

Approvals**Dept Head**

MILLER, KATHERINE E

Division Director

ROMERO, RICK

Finance

KECK, KATHLEEN

Legal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

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

Public Works 12/14/15

Distribution List

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kemiller@spokanecity.org

rromero@spokanecity.org

kbustos@spokanecity.org

pdalton@spokanecity.org

tsanders@spokanecity.org

Additional Approvals**Purchasing**



Agreement WQSWCAP-1517-Spokane-00027

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Spokane

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Spokane, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2015-2017 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	03/31/2017
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 057531253

Mailing Address: 808 W. Spokane Falls Boulevard
Spokane, WA, 99201

Physical Address: 808 W. Spokane Falls Boulevard
Spokane, Washington, 99201-3343

Organization Email: mdavis@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington, 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Billing Contact	Kevan Brooks Accountant II 808 W Spokane Falls Blvd, Spokane, Washington, 99201 Email: kbrooks@spokanecity.org Phone: (509) 625-6045
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington, 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6638
Financial Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6638

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State
Department of Ecology**

City of Spokane

Program Manager

Date

Heather Bartlett

Water Quality

Attest:

City Clerk

David A Condon

Date

Mayor

Approved as to form:

Assistant City Attorney

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$5,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 Task Cost: \$45,000.00

Task Title: Project Administration/Management

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping or geographic information systems of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review and/or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.
Monitoring, including:
 - a) Development of applicable QAPPs.
 - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved compliance with permit requirements. Allowed costs for equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vactor truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Mark Papich

Project Administration/Management

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG160475

Funding Title: Capacity Grant FY16
Funding Type: Grant Funding Expiration Date: 03/31/2017
Funding Effective Date: 07/01/2015
Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
Type: State
CFDA:
Assistance Agreement:
Description: MTCA

Recipient Match %: 0
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY16	Task Total
Project Administration/Management	\$ 2,500.00
Permit Implementation	\$ 22,500.00

Total: \$ 25,000.00

BUDGET

Funding Distribution EG160476

Funding Title: Capacity Grant FY17
Funding Type: Grant Funding Expiration Date: 03/31/2017
Funding Effective Date: 07/01/2016
Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
Type: State
CFDA:
Assistance Agreement:
Description: MTCA

Recipient Match %: 0
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY17	Task Total
Project Administration/Management	\$ 2,500.00
Permit Implementation	\$ 22,500.00

Total: \$ 25,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Capacity Grant FY16	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Capacity Grant FY17	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a

central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum \$25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of \$50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of \$25,000.

If the RECIPIENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <<http://www.fsrs.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <<http://www.usaspending.gov>>.

For more details on FFATA requirements, see www.fsrs.gov <<http://www.fsrs.gov>>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods

or services.

- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable

property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer

recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
December 14, 2015

Subject:

2015-2017 Biennial Stormwater Capacity Grant Agreement with the Washington State Department of Ecology

Background:

The Department of Ecology is offering the City grant funding to help pay for the cost of the Phase II stormwater permit requirements. The City accepted the 2011-13 and 2013-15 biennium stormwater capacity grants. In the past, these grants were used to offset the costs of catch basin cleaning trucks.

Impact:

The grant will offset costs associated with permit requirements.

Action:

Recommend approval.

Funding:

\$50,000 grant with no match requirement.

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

01/11/2016

Date Rec'd

12/18/2015

Clerk's File #

OPR 2016-0019

Renews #**Submitting Dept**

INTEGRATED CAPITAL MGMT

Contact Name/Phone

MARCIA DAVIS 625-6398

Contact E-Mail

MDAVIS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

4250-AGREEMENT WQC-2016-SPOKAN-00033

Agenda Wording

Grant Agreement with the Washington State Department of Ecology (DOE) to fund plantings and public education in the Spokane River Gorge.

Summary (Background)

The Spokane River Gorge Restoration project will restore the banks of the Spokane River near the confluence of Hangman Creek. The project will focus on three means to reduce the amount of sediment being transported into the Spokane River. The bank restoration will include the installation of native plants, pet waste stations, and a public education component. The Spokane River Gorge Restoration project was identified by the Forest Spokane Initiative because the project directly contributes to

Fiscal Impact

Revenue \$ \$180,000.00

Select \$

Select \$

Select \$

Budget Account

4250-94352-35079-33431

#

#

#

Approvals**Dept Head**

MILLER, KATHERINE E

Division Director

ROMERO, RICK

Finance

KECK, KATHLEEN

Legal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

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

CHC 1/4/16

Distribution List

lhattengburg@spokanecity.org

mdavis@spokanecity.org

kemiller@spokanecity.org

kbrooks@spokanecity.org

apowell@spokanecity.org

kbustos@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

the initiatives overarching goal to plant 10,000 trees; and the project combines the efforts of the initiative and Integrated Capital Management to mitigate stormwater and sediments from entering into the Spokane River.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

COMMUNITY, HEALTH, & ENVIRONMENT
BRIEFING PAPER
City of Spokane
Office of Neighborhood Services & Code Enforcement &
Integrated Capital Management
January 4, 2016

Subject

The Spokane River Gorge Restoration project will restore the banks of the Spokane River near the confluence of Hangman Creek. The project will focus on three means to reduce the amount of sediment being transported into the Spokane River. The bank restoration will include the installation of native plants, pet waste stations, and a public education component. The Spokane River Gorge Restoration project was identified by the Forest Spokane Initiative because the project directly contributes to the initiative's overarching goal to plant 10,000 trees and the project combines the efforts of the initiative and Integrated Capital Management to mitigate stormwater and sediments from entering into the Spokane River.

Background

In 2012 Greenstone and the City of Spokane Parks Department partnered to create a Habitat Management Plan (HMP) for the natural area on the north bank of the Spokane River below the Kendall Yards development. The restoration project is bound by the Centennial trail on the north, the Monroe Street Bridge to the east, the Spokane River north and continues west downstream to the Sandifur Bridge.

The items to be implemented with the grant funding from the Department of Ecology and provided in the HMP includes a list of native trees, grasses, and shrubs, a series of maps indicating the priority habitat zones for plant groupings, and impact minimization measures like pet waste stations and educational signage to be installed in order to reduce dispersed travel through the habitat area.

The implementation of the planting plan will improve the water quality of the Spokane River by reducing sediment that conveys pollutants. The pet waste stations and educational signs will further reduce pollutants by strategically placing the stations and signs in key locations along the Centennial Trail near Kendall Yards and along the spur trail that connects the Centennial Trail to the Sandifur Bridge.

For further information contact: Alicia Powell, Community Programs Coordinator, 625-6780 or apowell@spokanecity.org or Marcia Davis, Integrated Capital Management Principal Engineer, 625-6398 or mdavis@spokanecity.org

The implementation of the HMP was identified as a key project in achieving the Forest Spokane Initiative's overarching goal of planting 10,000 trees in two years. With the help of the Integrated Capital Management group the project was approved with \$240,000 for implementation of the initial landscape plan, three subsequent succession plantings phases, three pet waste stations and two riparian educational signs. Furthermore, the Initiative drew the support of 15 local agencies that endorsed the project and vowed to assist in the implementation process by means of mobilizing volunteers, advertising through their social media outlets, and offering their knowledge and expertise in creating successful native planting events and their ongoing care.

The first installation of all plant groupings, pet waste stations and riparian signs will occur in April 2016. Succession plantings will occur during the fall and spring from 2016 through 2017. While the initial planting includes 100% installation of the all plant groupings each succession planting will focus on tracking the survivability of plants and includes a replacement rate of 30%.

Impact

Restoring the riparian vegetation in the habitat area will reduce sediments and associated pollutants from entering the Spokane River and educate people on proper pet waste management, healthy riparian zones and water quality.

Action

Recommend the acceptance of the funding provided by the Department of Ecology and the implementation of the Spokane River Gorge Restoration project.

Funding

The Spokane River Gorge project is funded by the Department of Ecology's Water Quality Grant with a budget of \$240,000. A 25% match is required and can be met by in-kind contributions such as; staff time, volunteers, donations, etc.



Agreement WQC-2016-Spokane-00033

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Spokane

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY" and City of Spokane, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Spokane Gorge Restoration
Total Cost:	\$240,000.00
Total Eligible Cost:	\$240,000.00
Ecology Share:	\$180,000.00
Recipient Share:	\$60,000.00
The Effective Date of this Agreement is:	11/01/2015
The Expiration Date of this Agreement is no later than	10/31/2018
Project Type:	Nonpoint Source Activity

Project Short Description:

The Spokane Gorge Restoration project will restore the banks of the Spokane River near the confluence of Hangman Creek. The project will focus on three means to reduce the amount of sediment being transported into the Spokane River. The bank restoration will include the installation of native plants and pet waste stations, and a public education component.

Project Long Description:

The Spokane River Gorge flows through the urban area of downtown Spokane. Starting at the lower falls upstream of the Monroe Street Bridge, the Gorge continues downstream just past the confluence of Hangman Creek. Presently, Spokane's Centennial Trail travels along the bank in the Gorge, but this area used to be the home of the first railroads to come to Spokane. Over time, the railroad went away, but the changes to the river bank stayed. Kendall Yards has been redeveloped and a Habitat Master Plan (HMP) was created for the river bank area. The RECIPIENT and Greenstone, the Kendall Yard's developer, partnered to create a restoration plan for the north bank of the Spokane River through the Gorge. The restoration project will begin at the edge of the Kendall Yards

development and continue downstream to the end of the River Gorge.

The momentum for this project began with looking for planting areas as part of the Forest Spokane initiative. The initiative aims to work with invested community partners to plant and protect the trees that make up Spokane's urban forest. The project includes planting and education to improve the water quality of the Spokane River by reducing sediment that conveys pollutants.

The RECIPIENT will install the plantings in three phases. In the first phase, the RECIPIENT will plant the designated Pine Forest, Grassland, and Willows locations identified in the HMP. When completed, these three restoration areas will total approximately 15 acres of tree and shrub species and 3 acres of grass seed. The first planting will likely occur in April 2016 and plant shrub species along the spur trail and grassland restoration. The second phase will plant trees and shrubs near the river and will occur in October 2016 when winter rain and snow greatly contribute to the survivability of each plant. The final phase in the spring of 2017 will plant trees and shrubs adjacent to the trail. The RECIPIENT will conduct initial watering and include mulch that will increase the survivability of new plants and trees.

The RECIPIENT will use groups of volunteers to install the plants for all phases during scheduled events. The RECIPIENT will organize the planting events during other annual events when there is an increase in the mobilization of volunteers in the community. If necessary, the RECIPIENT will contract with a local prison work crew to complete the plantings.

Post-planting care sessions will include assessing the Pine Forest, Grassland, and Willows planting areas for plant survivability and planting new plant species in each planting area. The RECIPIENT will use expertise from the Regional Extension Specialist in Forestry from Washington State University (WSU) Spokane County Extension and the Botanist from The Lands Council to recommend measures to improve survivability.

During planting times, signs will be installed for public education: two riparian educational signs and three pet waste removal stations with pet waste removal educational signs. The signs will educate people to protect the fragile river banks and the newly planted vegetation in addition to properly dispose of their pet's waste at pet waste stations. Signs will be placed in various locations along the Centennial Trail within the project boundary.

Overall Goal:

Restore riparian vegetation to reduce sediments and associated pollutants from entering the Spokane River and educate people on proper pet waste management, healthy riparian zones and water quality.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 057531253

Mailing Address: 808 W. Spokane Falls Boulevard
Spokane, WA, 99201

Physical Address: 808 W. Spokane Falls Boulevard
Spokane, Washington, 99201-3343

Organization Email: mdavis@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Marcia Davis Principal Engineer 808 W. Spokane Falls Blvd Spokane, Washington, 99201-3343 Email: mdavis@spokanecity.org Phone: (509) 625-6398
Billing Contact	Kevan Brooks Accountant II 808 W Spokane Falls Blvd, Spokane, Washington, 99201 Email: kbrooks@spokanecity.org Phone: (509) 625-6045
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington, 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive
Lacey, WA 98503

Contacts

Project Manager	Karin Baldwin N. 4601 Monroe Spokane, Washington, 99205-1295 Email: karin.baldwin@ecy.wa.gov Phone: (509) 329-3601
Financial Manager	Sarah Zehner Water Quality Financial Manager P.O. Box 47600 Olympia, Washington, 98504-7600 Email: szeh461@ecy.wa.gov Phone: (360) 407-7196

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

Washington State Department of Ecology	City of Spokane
<hr/>	<hr/>
Program Manager	David A Condon
	Date
Heather Bartlett	
	Mayor
Water Quality	

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$18,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Alicia Powell

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	08/31/2018
1.3	Project Outcome Summary Report	07/08/2018

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$112,000.00

Task Title: Riparian Restoration Planting

Task Description:

A. The RECIPIENT will install native trees, shrubs, and grasses over three planting seasons. The RECIPIENT will include a local soil amendment or polymer to increase plant survivability due to increased nutrients, water absorption, and retention. The RECIPIENT will develop a Riparian Planting Plan for each site that must be submitted to the Project Manager for review and approval prior to implementation.

B. The RECIPIENT will obtain a signed landowner agreement prior to planting. The landowner agreement must be consistent with the requirements found on pages 51-52 of the Funding Guidelines State Fiscal Year 2016. The RECIPIENT will provide a copy to ECOLOGY's Project Manager prior to implementation.

C. The RECIPIENT will meet all cultural resource review requirements as outlined in Appendix I of the Funding Guidelines State Fiscal Year 2016. The RECIPIENT will provide appropriate documentation that these requirements were met to ECOLOGY's Project Manager.

D. The RECIPIENT will acquire all required permits or exemptions for the plantings within the project area and provide copies to ECOLOGY's Project Manager.

E. The RECIPIENT must complete an ECOLOGY BMP Approval Form for each site prior to implementation. This form must describe the work to be completed during each planting phase, including details such as using polymers to keep the plants from drying out. The RECIPIENT must submit the form to the Project Manager for review and approval prior to implementation.

F. The RECIPIENT will install riparian buffers that comply with the requirements found in Appendix G of the Funding Guidelines State Fiscal Year 2016.

G. The RECIPIENT must develop one written and signed three-year maintenance plan for all planting phases prior to planting. This plan will detail responsibilities for both the landowner and the RECIPIENT and must include details concerning watering plants, replacing dead plants, controlling noxious weeds, animal browse protection, and repairing and maintaining buffer fencing and ensure at least 70 percent plant survival.

H. The RECIPIENT will establish photo points and take before and after pictures of the planted sites.

I. The RECIPIENT will use volunteers to do the plantings. The volunteers will install the plants under the supervision of qualified personnel identified by RECIPIENT staff. The RECIPIENT will track volunteers via online registration and sign-in sheets. In addition, a description of the volunteer activity will be provided for each event and a volunteer waiver will be collected. Preparation work before the event will include scouting the area with group leaders for familiarization of planting locations and boundaries to ensure greater success and an overall smoother operation on planting day.

J. To obtain volunteers, the RECIPIENT will launch a volunteer recruitment campaign using social networking, internet, and newspaper advertisements. Planting events will be organized simultaneously with other annual events when there is an increase in the mobilization of volunteers in the community.

K. The RECIPIENT may spend up to \$5 per volunteer for light refreshments during each riparian planting event for this project. The total amount spent for light refreshments under this agreement cannot exceed \$1,000.

L. The RECIPIENT may spend up to \$130 per planting event for a temporary port-o-potty for the volunteers. The total amount spent for port-o-potties under this agreement cannot exceed \$500.

Task Goal Statement:

Three locations along the Spokane River Gorge totaling 15 acres will be planted with approximately 9,500 tree and shrub species, and three acres will be seeded with a native grass mix.

Task Expected Outcome:

- * All required landowner agreements, permitting, cultural resource determinations, riparian planting plans, and ECOLOGY forms.
- * Planted trees and shrubs within the project area.

Recipient Task Coordinator: Alicia Powell

Riparian Restoration Planting

Deliverables

Number	Description	Due Date
2.1	Obtain signed Landowner Agreements for all properties where BMPs will be installed and upload to EAGL prior to implementation.	
2.2	Complete and email all permitting and cultural resources review requirements for the project area to ECOLOGY's Project Manager prior to implementation.	
2.3	Complete and submit a BMP Approval form, riparian planting plan, and three year maintenance plan for each site to ECOLOGY's Project Manager for review and approval prior to implementation.	
2.4	Upload into EAGL copies of volunteer recruitment advertisements and a final list of volunteers with the relevant progress reports.	
2.5	Take before and after pictures of the planted site from established photo points and upload them in the into the EAGL progress report form following planting completion.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** \$45,000.00

Task Title: Evaluation and Post-planting Care

Task Description:

A. The RECIPIENT will inspect the planting areas twice per year during the spring and fall for three years to help the plants successfully establish. Post-planting care will overlap with the second and third planting phases. The RECIPIENT will evaluate the plants for health and amount of river bank coverage.

B. If deemed necessary, the RECIPIENT will replant or install temporary fencing to ensure the vegetation is established.

C. The RECIPIENT will water as many plantings as possible using volunteers between planting seasons when necessary. The RECIPIENT will research the possibility of using a watering truck from the Spokane Conservation District to water planted vegetation. A written agreement will be completed before the RECIPIENT uses the truck, and any costs for use of the truck will need prior approval from the Project Manager.

Task Goal Statement:

Ensure establishment of over 15 acres of Spokane River Bank with native vegetation so that sediments and associated pollutants entering the Spokane River will be reduced.

Task Expected Outcome:

* Monitored and maintained plantings with at least 70 percent plant survival.

Recipient Task Coordinator: Alicia Powell

Evaluation and Post-planting Care

Deliverables

Number	Description	Due Date
3.1	The RECIPIENT will provide a summary on the status of the plants, number replanted, amount of bank coverage, and any additional actions taken to support the plants in quarterly progress reports.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$65,000.00

Task Title: Signs and Education

Task Description:

A. The RECIPIENT will develop and install two educational signs for patrons to stay on the established trail at two separate locations. The signs will educate the public about the fragility of the river banks. The RECIPIENT will coordinate with organizations planning activities on the Centennial Trail so that trail users will be educated about the project and water quality. The RECIPIENT must upload, into EAGL, a picture of each sign that is developed and installed.

B. The RECIPIENT will install three signs about picking up pet waste. The RECIPIENT will place these signs at the three pet waste removal stations that the RECIPIENT will purchase and install on the Centennial Trail. The RECIPIENT must upload, into EAGL, a picture of each sign that is developed and installed.

Task Goal Statement:

Educate people to remove pet waste and stay on the established trail.

Task Expected Outcome:

* Four signs and three pet waste stations will be installed.

Recipient Task Coordinator: Alicia Powell

Signs and Education

Deliverables

Number	Description	Due Date
4.1	Upload pictures of installed educational signs into EAGL.	
4.2	Upload pictures of pet waste removal stations and signs into EAGL.	

BUDGET

Funding Distribution EG160236

Funding Title: Centennial
Funding Type: Grant
Funding Effective Date: 11/01/2015
Funding Source:
Funding Expiration Date: 10/31/2018

Title: Centennial - SFY16

Type: State

CFDA:

Assistance Agreement:

Description: The Centennial Clean Water Program provides grants for nonpoint source pollution control activity projects and wastewater facility construction projects in smaller, financially distressed communities.

Recipient Match %: 25

InKind Interlocal Allowed: Yes

InKind Other Allowed: Yes

Is this Funding Distribution used to match a federal grant? No

Centennial	Task Total
Project Administration/Management	\$ 18,000.00
Riparian Restoration Planting	\$ 112,000.00
Evaluation and Post-planting Care	\$ 45,000.00
Signs and Education	\$ 65,000.00

Total: \$ 240,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Centennial	25.00 %	\$ 60,000.00	\$ 180,000.00	\$ 240,000.00
Total		\$ 60,000.00	\$ 180,000.00	\$ 240,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND ONLY CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program

website.

2. Clean Water Act Section 319 Initial Data Reporting Sheet or the “Section 319 Initial Data Reporting” form in EAGL.

A. Disadvantaged Business Enterprise (DBE):

GENERAL COMPLIANCE, 40 CFR, Part 33 - The RECIPIENT agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D - A RECIPIENT must negotiate with the appropriate EPA award official or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

Current Fair Share Objective/Goal - The dollar amount of this assistance agreement is over \$250,000; or the total dollar amount of all of the RECIPIENT's non-TAG assistance agreements from EPA in the current fiscal year is over \$250,000. The Washington State Department of Ecology has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: SUPPLIES 8.00%; SERVICES 10.00%; EQUIPMENT 8.00%; CONSTRUCTION 10.00%

WBE: SUPPLIES 4.00%; SERVICES 4.00%; EQUIPMENT 4.00%; CONSTRUCTION 6.00%

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404 - If the RECIPIENT has not yet negotiated its MBE/WBE fair share objectives/goals, the RECIPIENT agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The RECIPIENT agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA shall respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C - Pursuant to 40 CFR, Section 33.301, the RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State, Local and Government recipients, this shall include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and Local Government recipients, this shall include dividing total requirements when economically

feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology's Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Data Reporting: The RECIPIENT must complete and submit the “Clean Water Act Section 319 Initial Data Reporting Sheet” to ECOLOGY's Financial Manager with the signed agreement. The form is available in EAGL.

D. Load Reduction Reporting: The RECIPIENT shall complete and submit a “Clean Water Act Section 319 Load Reductions Reporting Form” to ECOLOGY's Financial Manager by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has submitted the completed form to the Financial Manager. This form is used to gather information on pollutant load reduction for each best management practice (BMP) installed as a part of this project. The form is available in EAGL.

E. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 6: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package

MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submissions, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

B. Archaeological Resources and Historic Properties (Section 106): See Section 2.C of the terms and conditions of this agreement, the RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800)

C. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that the organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

D. Electronic and Information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs incurred in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

E. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a

F. Payment to Consultants: The RECIPIENT shall ensure that loan funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

G. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 7: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Federal Funding Accountability and Transparency Act (FFATA) Form
4. CWSRF Federal Reporting Information form available in EAGL.
5. Fiscal Sustainability Plan Certification (only required if the project includes construction of a wastewater or stormwater facility construction.)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

E. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law,

regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

Fair Share Objective/Goals, 40 CFR, Part 33, Subpart D. If the dollar amount of this agreement or the total dollar amount of all of the RECIPIENT's financial assistance agreements in the current federal fiscal year from the Revolving Fund is over \$250,000, the RECIPIENT accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the Office of Minority Women Business Enterprises as follows:

Construction 10.00% MBE 6.00% WBE
Supplies 8.00% MBE 4.00% WBE
Services 10.00% MBE 4.00% WBE
Equipment 8.00% MBE 8.00% WBE

By signing this agreement the RECIPIENT is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Office of Minority Women Business Enterprises.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 866-208-1064.

2) Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, requiring the subcontractors to take the five good faith efforts in paragraphs 1 through 5 above.

MBE/WBE Reporting, 40 CFR, Part 33, Sections 33.302, 33.502 and 33.503. The RECIPIENT agrees to provide forms: EPA Form 6100-2 DBE Subcontractor Participation Form and EPA Form 6100-3 DBE Subcontractor Performance Form to all its DBE subcontractors, and EPA Form 6100-4 DBE Subcontractor Utilization Form to all its prime contractors. These forms are available on ECOLOGY's Water Quality Program funding website.

EPA Form 6100-2 – The RECIPIENT must document that this form was received by DBE subcontractor. DBE subcontractors may submit the completed form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract.

EPA Form 6100-3 – This form must be completed by DBE subcontractor(s), submitted with bid, and kept with the contract.

EPA Form 6100-4 – This form must be completed by the prime contractor, submitted with bid, and kept with the contract.

The RECIPIENT also agrees to submit ECOLOGY's MBE/WBE participation report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302. The RECIPIENT also agrees to ensure that RECIPIENTs of identified loans also comply with provisions of 40CFR, Section 33.302.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

F. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

G. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to

protect it against loss.

H. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan "Loan Term" as outlined in this agreement.

I. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the

Fiscal Office.

J. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT 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 its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

K. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

L. Opinion of RECIPIENT’s Legal Counsel: The RECIPIENT must submit an “Opinion of Legal Counsel to the RECIPIENT” to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

M. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

N. Litigation; Authority: No litigation is now pending, or to the RECIPIENT’s knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

O. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all

representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

P. Sale or Disposition of Utility: The RECIPIENT will not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility or any real or personal property comprising a part of the Utility unless:

1. The facilities or property transferred are not material to the operation of the Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility or are no longer necessary, material, or useful to the operation of the Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

Q. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater.
- 3) Require that new sewers and connections be properly designed and constructed.
- 4) Require connections necessary to meet debt obligations associated with the planning and construction of this facility as well as the expected costs of operation and maintenance.

R. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of

ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

S. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any RECIPIENT that meets each of the criteria below must also report compensation for its five top executives, using FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than \$25,000,000 in annual federal funds

ECOLOGY will not pay any invoice until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No

subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this

Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not

document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
 - g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.

- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or

any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

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

01/11/2016

Date Rec'd

12/18/2015

Clerk's File #

OPR 2016-0020

Renews #**Submitting Dept**COMMUNITY, HOUSING & HUMAN
SERVICES**Cross Ref #****Contact Name/Phone**SAMANTHA 625-6321
DOMPIER**Project #****Contact E-Mail**

SDOMPIER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1680 WASHINGTON STATE DEPARTMENT OF COMMERCE CHG AWARD

Agenda Wording

The Community, Housing and Human Services Department seeks the acceptance of the contract between the City of Spokane and the Washington State Department of Commerce and authorization to sub-contract CHG funds with multiple non-profit agencies.

Summary (Background)

The CHHS Dept. applied for funding through the Dept. of Commerce on September 30th, 2015. Sub-recipient applications for funding through the Homeless Housing Operations and Services (HHOS) competition, which included CHG funds, were submitted on September 25th, 2015. The funding recommendations, which included funding Goodwill Industries and Catholic Charities, were approved by the CHHS Board on November 4th, 2015 and City Council on November 16th, 2015.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

STAPLETON, JENNIFER

Study Session

CHE: January 4th, 2016

Division Director

MALLAHAN, JONATHAN

OtherCHHS Board: November
4th, 2015**Finance**

KECK, KATHLEEN

Distribution List**Legal**

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Purchasing

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cbrown@spokanecity.org

sscheidegger@spokanecity.org

kmoat@spokanecity.org

BRIEFING PAPER
City of Spokane
Community, Housing and Human Services Department
Consolidated Homeless Grant Contract
January 4th, 2016

Subject

The Consolidated Homeless Grant (CHG) from the Washington State Department of Commerce provides funding through the Homeless Housing and Assistance Act [RCW 43.185c](#) to be administered and sub-contracted by the City of Spokane in the amount of \$1,310,182. CHG provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Under the CHG guidelines, grantees and sub-grantees must prioritize unsheltered homeless households for assistance and services.

Background

Applications for funding through the Homeless Housing Operations and Services (HHOS) competition, which included CHG funds, were submitted on September 25th, 2015. A committee of the CHHS Board reviewed & recommended funding for projects. The CHHS Board approved the funding recommendations on November 4th, 2015. At the November 16th, 2015 meeting, the City Council approved the recommendations for funding.

Through the competitive RFP process, Goodwill was selected as the local agency to administer the Housing and Essential Needs (HEN) program and Catholic Charities of Spokane was selected to administer the Rapid Re-Housing for Families program. Both programs will be funded through the CHG program.

The HEN program serves homeless and at-risk, disabled clients identified through the Department of Social and Health Services. HEN enables housing stabilization through rent and utility payments, personal health and hygiene items, cleaning supplies and bus passes. Rapid Re-Housing (RRH) for families serves literally homeless families identified through the Homeless Families Coordinated Assessment system. RRH provides short-term rental assistance and support to assist families in ending their homelessness.

Impact

Funds from the CHG program provide local agencies with the resources necessary to assist homeless households and provide the support needed to end their homelessness. Without these funds, the local homeless system would not be able to efficiently support households from homelessness into stable permanent housing.

Action

The Community, Housing and Human Services Department seek the acceptance of the contract between the City of Spokane and the Washington State Department of Commerce and authorization to sub-contract CHG funds to Catholic Charities of Spokane for the Rapid Re-Housing program and Goodwill Industries for the HEN program.

Funding

Funding for this contract comes from funds allocated to the Washington State Department of Commerce through the Homeless Housing and Assistance Act funds.



Department of Commerce

Innovation is in our nature.

Grant Agreement with

Spokane City of - Human Svcs

through

Community Services and Housing Division
Housing Assistance Unit

Consolidated Homeless Grant (CHG)

Start date: January 1, 2016

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FACE SHEET

Grant Number: 16-46108-30

Washington State Department of Commerce
Community Services and Housing Division
Housing Assistance Unit
Consolidated Homeless Grant (CHG)

1. Grantee City of Spokane – Community, Housing and Human Services Department 808 W SPOKANE FALLS BLVD SPOKANE, WA 99201-3333		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Samantha Dompier (509) 625-6321 sdompier@spokanecity.org		4. COMMERCE Representative Julie Montgomery CHG Program Manager (360) 725-2963 (360) 586-5880 Julie.Montgomery@commerce.wa.gov	
5. Grant Amount 1,310,182.00	6. Funding Source Federal: State: Other: X	7. Start Date January 1, 2016	8. End Date June 30, 2017
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
		CFDA Number N/A	
10. Tax ID #	11. SWV # SWV0003387-03	12. UBI # N/A	13. DUNS # N/A
14. Grant Purpose This grant provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Grantees and subgrantees must prioritize unsheltered homeless households for assistance and services.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: CHG Application , CHG Guidelines (as they may be revised from time to time), and Grant Terms and Conditions including Attachment “A” - Scope of Work, Attachment “B” – Budget.			
FOR GRANTEE _____ Signature _____ Print Name and Title _____ Date		FOR COMMERCE _____ Diane Klontz, Assistant Director Community Services and Housing Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contract information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed COMMERCE invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month (or quarterly) can be made by Commerce on a case-by-case basis.

COMMERCE may, in its sole discretion withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under the Grant, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount shown on the Grant Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment B – Budget.

4. ELIGIBLE USE OF FUNDS

Funding awarded under this Grant may only be used for eligible activities and expenses described in the CHG Program Guidelines. These Guidelines are incorporated by reference.

5. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

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The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Local Government Grantees that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Grantee may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Grantee shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Grantee's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Grantee shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Grantee's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

6. WASHINGTON STATE QUALITY AWARD

Washington State RCW 43.185C.210 (5) (a). Beginning in 2011, each eligible organization receiving over five hundred thousand dollars during the previous calendar year from sources including: (a) State housing-related funding sources; (b) the affordable housing for all surcharge in RCW 36.22.178; (c) the home security fund surcharges in RCW 36.22.179 and 36.22.1791; and (d) any other surcharge imposed under chapter 36.22 or 43.185C RCW to fund homelessness programs or other housing programs, shall apply to the Washington State quality award program for an independent assessment of its quality management, accountability, and performance system, once every three years.

Cities and counties are exempt from these requirements until 2018 unless they are receiving more than \$3.5 million annually from the sources cited above. [See 43.185C.210 (5) (a) and RCW43.185C.240(1)(b).]

For more information about WSQA visit their website at www.wsqa.net.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Grant Face Sheet

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- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- CHG Guidelines
- CHG Application, as revised

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1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or COMMERCE.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

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6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. ATTORNEYS’ FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney’s fees and costs.

9. AUDIT

A. General Requirements

Grantee’s are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate audits and shall ensure that Subgrantees also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantees.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

Responses to any unresolved findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee.

The Grantee shall include the above audit requirements in any subgrants.

In any case, the Grantee’s records must be available for review by COMMERCE.

C. Documentation Requirements

The Grantee must send a copy of any audit report no later than nine (9) months after the end of the Grantee’s fiscal year(s) by sending a scanned copy to auditreview@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter and Management Decision Letter, where applicable.

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If the Contractor is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to Commerce; no other report is required.

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

11. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this Grant if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

12. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest

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in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

“Materials” means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. “Ownership” includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

13. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

14. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

15. GOVERNING LAW AND VENUE

This Grant shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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16. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

17. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Grant. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

18. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

19. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended including, but not limited to:

Washington State Laws and Regulations

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17 RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- G. Open public meetings act, Chapter 42.30 RCW.
- H. Public records act, Chapter 42.56 RCW.

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I. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.

20. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

21. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further Grants with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

23. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by

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COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

33. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

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34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;

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2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

- A. Grantees shall commit to ending homelessness in their county by:
 - a. Prioritizing unsheltered homeless households for services (section 2.1.1 of the Guidelines)
 - b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing (section 6.2 of the Guidelines)
 - c. Employing a progressive engagement service model (section 6.1 of the Guidelines)
 - d. Prioritizing households most likely to become homeless when using prevention rent assistance (section 7.5 of the Guidelines)
- B. Grantees shall submit the following monthly deliverables on time with truthful, accurate information:
 - a. Invoice and Voucher Detail Worksheet for reimbursement (section 2.3.3 of the Guidelines)
 - b. 2016-2017 Report from HMIS included with the Invoice (section 2.3.3.1 of the Guidelines)
- C. Grantees shall submit the following deliverables on time with truthful, accurate information:
 - a. Local Homeless Housing Plan Updates (section 2.1.3.1 of the Guidelines)
 - b. Annual County Report/Homeless Housing Inventory (section 2.1.3.2 of the Guidelines) including Point-In-Time Count information (section 2.1.3.3 of the Guidelines)
 - c. Essential Needs Report (section 2.1.3.4 of the Guidelines)
- D. Grantees shall commit to reporting complete quality data that is timely, truthful and accurate. (section 6.3 of the Guidelines and HMIS User Agreement)
- E. Grantees shall comply with all of the requirements, policies and procedures in the Consolidated Homeless Grant Guidelines.
- F. Consequences of non-compliance:
 - a. If Commerce determines that a Grantee is failing to comply with the Guidelines, Terms, and Conditions, Commerce will notify Grantee that Grantee will receive technical assistance and be required to respond to a corrective action plan to address and remedy the noncompliance.
 - b. If the Grantee is still out of compliance after the technical assistance, Commerce may move the Grantee into a probationary period with a second corrective action plan and may reduce the grant total by 20%.
 - c. If the Grantee remains out of compliance after the probation period, Commerce may terminate the grant per the General Terms and Conditions TERMINATION FOR CAUSE.

Budget

Budget	Total
Admin 2016-17	\$65,802.00
Fac Support: For-Profit Lease	\$0.00
Fac Support: Other Lease and Facility Costs	\$0.00
Rent: For-Profit Rent	\$134,586.00
Rent: Other Rent and Housing Costs	\$0.00
Operations: CHG Base Funding	\$168,086.00
TANF: For-Profit Rent	\$23,571.00
TANF: Other Rent and Housing Costs	\$1,773.00
TANF: Operations	\$44,863.00
HEN: Admin 2016	\$61,005.00
HEN: Rent and Housing Costs 2016	\$654,771.00
HEN: Operations 2016	\$155,725.00
Total	\$1,310,182.00

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

01/11/2016

Date Rec'd

12/28/2015

Clerk's File #

OPR 2015-0921

Renews #**Submitting Dept**

ASSET MANAGEMENT

Contact Name/Phone

ED LUKAS 625-6286

Contact E-Mail

RLUKAS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0670 - CHANGE ORDER - 15 NORTH GRANT STREET

Cross Ref #**Project #**

2012119

Bid #**Requisition #**

2016 FUNDS

Agenda Wording

Change Order to Contract with Rob's Demolition, Inc. for asbestos removal at 15 North Grant Street, with an increase of \$39,591.05 plus tax and additional time to complete the process. Total cost to date \$134,041.05. (E. Central Neighborhood Council)

Summary (Background)

Per the original contract language, Rob's Demolition, Inc. was to secure a bid for the removal of the asbestos if discovered in the building located at 15 North Grant Street. The asbestos survey has been completed and the bid has been received for the removal of asbestos. This Change Order reflects the cost of the removal of the asbestos and will be in excess of the original contract amount.

Fiscal Impact**Budget Account**

Expense \$ 43,035.47

3200 95023 95200 56102 99999

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session**Division Director**

SIMMONS, SCOTT M.

Other**Finance**

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

mhughes@spokanecity.org

Additional Approvals

ldavis@spokanecity.org

Purchasing

dsteele@spokanecity.org

jahensley@spokanecity.org

housewredk@gmail.com

CITY OF SPOKANE

CHANGE ORDER NO. 1

NAME OF CONTRACTOR: Rob's Demolition, Inc.

PROJECT TITLE: Asbestos Removal at 15 North Grant Street

CITY CLERK CONTRACT NUMBER: OPR 2015-0921

=====

DESCRIPTION OF CHANGE:

AMOUNT

Per the original contract language, Rob's Demolition, Inc. was to secure a bid for the removal of asbestos if discovered in the building located at 15 North Grant Street - 2012119. The asbestos survey has been completed and the bid has been received for the removal of asbestos. This change order reflects the cost of the removal of the asbestos and will be in excess of the original contract amount.

=====

TOTAL AMOUNT: \$39,591.05

CONTRACT SUM (EXCLUDE SALES TAX)	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$ 94,450.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$
CURRENT CONTRACT AMOUNT	\$ 94,450.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 39,591.05
REVISED CONTRACT SUM	\$134,041.05

CONTRACT COMPLETION DATE	
ORIGINAL CONTRACT COMPLETION DATE	December 31, 2015
CURRENT COMPLETION DATE	December 31, 2015
REVISED COMPLETION DATE	January 31, 2016

Contractor's Acceptance: _____ Date: _____

City Approval: _____ Date: _____

Attest: _____ City Clerk



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/30/2015
Clerk's File #	ORD C35353
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE
Contact Name/Phone	GAVIN COOLEY 6586
Contact E-Mail	GCOOLEY@SPOKANECITY.ORG
Agenda Item Type	Emergency Ordinance
Agenda Item Name	SALE OF BOND TO REFINANCE LTGO BOND 2005B

Agenda Wording

An ordinance authorizing the issuance and sale of a Limited Tax General Obligation (LTGO) Bond in an amount not to exceed \$16.43 million to refund certain outstanding LTGO 2005B bonds.

Summary (Background)

The current interest rate environment provides an opportunity to refinance existing debt and achieve an estimated net present value savings of \$1.8 million.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
DUNIVANT, TIMOTHY	Finance Comm 01/04/16
<u>Division Director</u>	<u>Other</u>
DUNIVANT, TIMOTHY	
<u>Finance</u>	<u>Distribution List</u>
KECK, KATHLEEN	
<u>Legal</u>	
DALTON, PAT	
<u>For the Mayor</u>	
SANDERS, THERESA	

<u>Additional Approvals</u>	
<u>Purchasing</u>	

CITY OF SPOKANE, WASHINGTON
LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2016 (TAXABLE)

ORDINANCE NO. C35353

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A TAXABLE LIMITED TAX GENERAL OBLIGATION REFUNDING BOND OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$16,340,000, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF THE CITY; PROVIDING FOR THE REDEMPTION OF THE OUTSTANDING BONDS TO BE REFUNDED; PROVIDING FOR THE ANNUAL LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AND DECLARING AN EMERGENCY.

Passed: January 11, 2016

Prepared by:

WORKLAND & WITHERSPOON, PLLC
Spokane, Washington

CITY OF SPOKANE, WASHINGTON
ORDINANCE NO. C[_____]
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* This table of contents and the cover page are for convenience of reference and are not intended to be a part of this ordinance.

ORDINANCE NO. C35353

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A TAXABLE LIMITED TAX GENERAL OBLIGATION REFUNDING BOND OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$16,340,000, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF THE CITY; PROVIDING FOR THE REDEMPTION OF THE OUTSTANDING BONDS TO BE REFUNDED; PROVIDING FOR THE ANNUAL LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Spokane, Washington (the “City”) now has outstanding its Limited Tax General Obligation Bonds, Series 2005B (Federally Taxable), issued under the date of August 3, 2005, pursuant to the 2005 Bond Ordinance, in the aggregate principal amount of \$25,625,000 (the “2005B Bonds”), which remain outstanding as follows:

Maturity Years (December 1)	Principal Amounts	Interest Rates	CUSIP Numbers
2020*	5,610,000	5.14%	849067H89
2027*	10,455,000	5.34	849067J79

*Term Bonds

; and

WHEREAS, the 2005B Bonds maturing on and after December 1, 2020 (the “Refunded Bonds”) are subject to and callable for redemption at the option of the City on any date on and after December 1, 2015, at a price of 100% of the principal amount thereof plus interest accrued to the date of redemption; and

WHEREAS, the City is authorized pursuant to chapters 35.22, 35.86, 39.36, 39.46 and 39.50 and 39.53 RCW to issue, sell and deliver its limited tax general obligation bonds for the

purpose of providing funds to refund and defease its outstanding bonds prior to their stated maturity in accordance with the terms of the bonds and their authorizing ordinances; and

WHEREAS, it is deemed necessary and in the best interest of the City to obtain savings for the City by refunding the Refunded Bonds through the issuance of taxable limited tax general obligation refunding bond (the “Bond”);

NOW, THEREFORE, THE CITY OF SPOKANE, WASHINGTON DOES ORDAIN, as follows:

Section 1. Definitions. As used in this ordinance, the following words shall have the following meanings:

Beneficial Owner means any person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the Bond (including persons holding the Bond through nominees, depositories or other intermediaries).

Bond means the City of Spokane, Washington, Limited Tax General Obligation Refunding Bond, 2016 (Taxable), issued pursuant to this ordinance.

Bond Counsel means Workland & Witherspoon, PLLC or another firm of attorneys of nationally recognized standing pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

Bond Fund means the City of Spokane Limited Tax General Obligation Bonds Debt Service Fund previously created and maintained pursuant to Section 9 of this ordinance.

Bond Register means the books or records maintained by the Registrar containing the name and mailing address of the owner of the Bond or the nominee of such owner.

Bond Year means each one-year period that ends on the date selected by the City. The first and last Bond Years may be shorter periods. If no day is selected by the City before the earlier of the final maturity date of the Bond or the date that is five years after the date of issuance of the Bond, Bond Years end on each anniversary of the date of issue and on the final maturity date of the Bond.

Call Date means the date on which the Refunded Bonds will be prepaid, as selected by the Designated Representative.

Chief Financial Officer means the duly qualified, appointed and acting Chief Financial Officer of the City or any other officer who succeeds to the duties now delegated to that office.

City means the City of Spokane, a municipal corporation and first class charter city duly organized and existing under the laws of the State of Washington and the Charter of the City.

Code means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

Commission means the United States Securities and Exchange Commission.

Continuing Covenant Agreement means an agreement entered into by the Chief Financial Officer and the Purchaser setting forth the City's and the Purchaser's certain terms and conditions.

Council means the City Council as the general legislative authority of the City, as the same shall be duly and regularly constituted from time to time.

Designated Representative means the Chief Financial Officer or the Director of Management and Budget.

Director of Management and Budget means the duly qualified, appointed and acting Director of Management and Budget of the City or any other officer who succeeds to the duties now delegated to that office.

Government Obligations means those obligations now or hereafter defined as such in chapter 39.53 RCW.

Interest Rate means a fixed rate of 3.24%, calculated on a 30/360 day basis.

Issue Date means, with respect to the Bond, the date of initial issuance and delivery of the Bond to the Purchaser in exchange for the purchase price of the Bond.

Net Proceeds, when used with reference with the Bond, means the principal amount of the Bond, plus accrued interest and original issue premium, if any, and less original issue discount, if any.

Offer to Purchase means Purchaser's letter and offer to purchase the Bond, dated December 17, 2015.

Purchaser means U.S. Bank National Association, as the initial purchaser of the Bond pursuant to the Offer to Purchase.

Refunded Bonds means the 2005B Bonds maturing on and after December 1, 2020.

Registered Owner means the person named as the registered owner of a Bond in the Bond Register.

Registrar means the City Treasurer or such other registrar as may be designated in a certificate by the Designated Representative for the purposes of registering and authenticating the Bond, maintaining the Bond Register, effecting transfer of ownership of the Bond, and paying the principal of, premium, if any, and interest on the Bond.

Treasurer means the Treasurer of the City or the person succeeding to the functions currently performed by the Treasurer.

2005 Bond Ordinance means Ordinance No. C33695, passed by the Council on July 18, 2005.

2005B Bonds means the Limited Tax General Obligation Bonds, Series 2005B (Taxable), issued August 3, 2005, and authorized by the 2005 Bond Ordinance.

Rules of Interpretation. In this ordinance, unless the context otherwise requires:

(a) The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and sections of this ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect; and

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

Section 2. Emergency. The Council declares that an emergency exists in order that there be no delay in issuing the Bond, ensuring the favorable credit terms proposed by the Purchaser of the Bond for the benefit of the City. Therefore, this ordinance shall be in full force and effect immediately upon its passage by the Council.

Section 3. Authorization of Bond and Bond Details. For purposes of refunding the Refunded Bonds and thereby effecting a substantial savings to the City, and paying a portion of the costs of issuance of the Bond, the City shall issue its taxable limited tax general obligation refunding bonds in the aggregate principal amount of not to exceed \$16,340,000 (the “Bond”).

The Bond shall be a general obligation of the City, shall be designated as the “City of Spokane, Washington, Limited Tax General Obligation Refunding Bond, 2016 (Taxable),” shall be fully registered as to both principal and interest, shall be issued in the principal amount of not to exceed \$16,340,000, shall be numbered separately in the manner and with any additional designation as the Registrar deems necessary for purposes of identification, shall be dated its date of delivery, shall bear interest at the fixed rate of 3.24% per annum, and shall mature December 1, 2025. The Bond shall bear interest from its Issue Date or from its most recent interest payment date to which interest has been paid. Interest shall be payable semi-annually, commencing on June 1, 2016 and principal payable annually, commencing on December 1, 2016. The Bond shall not be transferrable except as set forth in the Continuing Covenant Agreement executed by the City and Purchaser. The interest rate payable on the Bond may change if an Event of Default, as defined in the Continuing Covenant Agreement, occurs. The

Bond will be held by the Purchaser in physical form, will not be rated and will not be assigned a CUSIP number.

Section 4. Registration, Exchange and Payments.

(a) *Registrar.* The City hereby appoints the Treasurer as the Registrar for the Bond. Duties of the Treasurer as Registrar shall be limited to the authentication and delivery of the Bond to the Purchaser and to remitting money made available by the City in the Bond Fund to the Purchaser on payment dates and on the maturity of the Bond. The Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond and carry out all of the duties and powers of the Registrar pursuant to this ordinance.

(b) *Place and Medium of Payment.* Both principal of and interest on the Bond shall be payable in lawful money of the United States of America. Interest on the Bond shall be calculated on the basis of a year of 360 days and twelve 30-day months. Principal of the Bond shall be payable according to the amortization schedule attached to the Bond effective December 1, 2016 and annually on each December 1 thereafter until the Maturity Date.

Section 5. Form of Bond. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. R-1

[\$16,340,000]

STATE OF WASHINGTON

CITY OF SPOKANE

LIMITED TAX GENERAL OBLIGATION REFUNDING BOND, 2016 (TAXABLE)

INTEREST RATE: 3.24%

MATURITY DATE: December 1, 2025

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION

PRINCIPAL AMOUNT: [\$16,340,000]

THE CITY OF SPOKANE, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the “City”), hereby acknowledges itself to owe and

for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount indicated above and to pay interest thereon from [_____], 2016, or the most recent date to which interest has been paid or duly provided for until payment of this bond at the Interest Rate set forth above, payable on June 1, 2016, and semiannually thereafter on the first days of each succeeding December and June; provided, however, that if an Event of Default (as set forth in the Continuing Covenant Agreement) shall occur this bond shall be subject to a default rate as set forth in the Continuing Covenant Agreement. Principal of this bond shall be payable according to the amortization schedule attached hereto effective December 1, 2016 and annually on each December 1 thereafter until the Maturity Date. Both principal of and interest on this bond are payable in lawful money of the United States of America. Initially, the City has designated the Treasurer as registrar, paying agent and authenticating agent (the “Registrar”) for this bond.

This bond is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington, the City Charter, and Ordinance No. C35353 duly passed by the City Council on January [___], 2016 (the “Bond Ordinance”). Capitalized terms used in this bond have the meanings given such terms in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by or on behalf of the Registrar or its duly designated agent.

This bond is authorized in the principal amount of \$[16,340,000], and is issued pursuant to the Bond Ordinance for the purposes of refunding the City’s Limited Tax General Obligation Bonds, Series 2005B (Federally Taxable) and paying costs of issuance.

This bond is not subject to redemption prior to the Maturity Date and shall not be transferred, except as permitted under the Continuing Covenant Agreement.

The City hereby irrevocably covenants and agrees with the owner of this bond that it will include in its annual budget and levy taxes annually, within and as a part of the tax levy permitted to the City without a vote of the electorate, upon all the property subject to taxation in amounts sufficient, together with other money legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

This bond is not a “private activity bond,” as such term is defined in the Internal Revenue Code of 1986, as amended (the “Code”). This bond has not been designated by the City as a “qualified tax-exempt obligation” under Section 265(b) of the Code for banks, thrift institutions and other financial institutions. The interest on this bond is not excludable from federal income taxation.

The pledge of tax levies for payment of principal of and interest on this bond may be discharged prior to maturity of this bond by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond does not violate any constitutional, statutory or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Spokane, Washington, has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be reproduced hereon, all as of this [____] day of [_____] 2016.

CITY OF SPOKANE, WASHINGTON

By _____
/s/ manual or facsimile
Mayor

ATTEST:

/s/ manual or facsimile
City Clerk

[SEAL]

The Registrar's Certificate of Authentication on the Bond shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

This bond is described in the within-mentioned Bond Ordinance and the Limited Tax General Obligation Refunding Bond, 2016 (Taxable), of the City of Spokane, Washington, dated [____], 2016.

TREASURER, CITY OF SPOKANE,
WASHINGTON, as Registrar

By _____
Treasurer

Section 6. Execution of Bond. The Bond shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature

of the City Clerk, and the seal of the City shall be impressed or a facsimile thereof imprinted or otherwise reproduced on the Bond.

Only such Bond as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bond shall cease to be an officer or officers of the City before the Bond so signed shall have been authenticated or delivered by the Registrar, or issued by the City, such Bond may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. The Bond may also be signed and attested on behalf of the City by such persons who are at the actual date of delivery of such Bond the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 7. Designation of Refunded Bonds; Refunding Plan.

(a) *Application of Bond Proceeds.* The net proceeds of the Bond (exclusive of any amounts that may be designated by the Designated Representative in a closing certificate to be allocated to pay costs of issuance), together with other available funds of the City in the amount (if any) specified by the Designated Representative, shall be held by the City and used at the direction of the Designated Representative to pay the costs of or reimbursing the City for the costs of redeeming the Refunded Bonds .

(b) *Defeasance of Refunded Bonds.* In order to effect the defeasance of the Refunded

Bonds, the net proceeds of the Bond shall be deposited into the Bond Fund for the purposes of defeasing the Refunded Bonds and discharging the obligations of the City relating thereto under the 2005 Bond Ordinance authorizing their issuance, by providing for the payment of the interest on the Refunded Bonds to the date fixed for redemption and the redemption price (the principal amount) on the date fixed for redemption of the Refunded Bonds. When the final transfer has been made for the payment of such redemption price and interest on the Refunded Bonds, any balance then remaining in the Bond Fund shall be transferred to the account designated by the City and used for the purposes specified by the Designated Representative.

Section 8. *Call For Redemption of Refunded Bonds.*

(a) *Call For Redemption of the Refunded Bonds.* The City hereby irrevocably sets aside sufficient funds from proceeds of the Bond to make the payments described in Section 7 of this ordinance.

The City hereby irrevocably calls the Refunded Bonds for redemption on the respective Call Date, in accordance with terms of the 2005 Bond Ordinance authorizing the redemption and retirement of the Refunded Bonds prior to their fixed maturities.

Said defeasance and call for redemption of the Refunded Bonds shall be effective and irrevocable after notice of redemption is provided to the Registrar for the Refunded Bonds.

The Treasurer of the City is hereby authorized and directed to provide for the giving of notice of the redemption of the Refunded Bonds in accordance with the applicable provisions of the 2005 Bond Ordinance.

The Treasurer of the City is hereby authorized and directed to pay to the fiscal agency or agencies of the State of Washington, sums sufficient to pay, when due, the payments specified in Section 7 of this ordinance. All such sums shall be paid from the moneys deposited in the Bond

Fund pursuant to the previous section of this ordinance, and the income therefrom and proceeds thereof. All moneys deposited in the Bond Fund and any income therefrom shall be credited to a refunding account and held, invested (but only at the direction of the Treasurer) and applied in accordance with the provisions of this ordinance and with the laws of the State of Washington for the benefit of the City and owners of the Refunded Bonds.

Section 9. Bond Fund and Provision for Tax Levy Payments. The Treasurer currently maintains a fund to be used for the payment of debt service on all limited tax general obligation bonds, designated as the “Limited Tax General Obligation Bonds Debt Service Fund” (the “Bond Fund”). The taxes hereafter levied for the purpose of paying principal of and interest on the Bond and other funds to be used to pay the Bond shall be deposited in the Bond Fund no later than the date such funds are required for the payment of principal of and interest on the Bond. Money in the Bond Fund not needed to pay the interest or principal next coming due may temporarily be deposited in such institutions or invested in such obligations as may be lawful for the investment of City funds.

The City hereby irrevocably covenants and agrees for as long the Bond is outstanding and unpaid that each year it will include in its budget and levy an *ad valorem* tax upon all the property within the City subject to taxation in an amount that will be sufficient, together with all other revenues and money of the City legally available for such purposes, to pay the principal of and interest on the Bond as the same shall become due. All of such taxes so collected and any other money to be used for such purposes shall be paid into the Bond Fund.

The City hereby irrevocably pledges that the annual tax provided for herein to be levied for the payment of such principal and interest shall be within and as a part of the tax levy permitted to cities without a vote of the people pursuant to the Constitution of the State of

Washington, and that a sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Bond will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bond. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of said taxes and for the prompt payment of the principal of and interest on the Bond as the same shall become due.

Section 10. Defeasance. The City, in order to effect the payment, retirement or redemption of the Bond, shall set aside in the Bond Fund or in another special account, moneys in amounts which, together with the known earned income therefrom, are sufficient to redeem or pay and retire the Bond in accordance with its terms and to pay when due the interest and redemption premium, if any, thereon, and such moneys are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on the Bond. The owner of the Bond so provided for shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive payment of principal, premium, if any, and interest from such special account, and the Bond shall be deemed to be not outstanding under this ordinance.

The City shall give written notice of defeasance to the owner of the Bond.

Section 11. Delegation of Authority.

(a) *Delegation of Authority.* The City has determined that it would be in the best interest of the City to delegate to the Designated Representative the authority to approve the final principal amount and price of the Bond, date of the Bond, redemption provisions, and other terms and conditions of the Bond in the manner provided hereafter so long as the principal amount of the Bond does not exceed \$16,340,000; and

(b) *Delivery of Bond; Documentation.* Upon the passage and approval of this ordinance, the proper officials of the City including the Designated Representative, are authorized and directed to undertake all action necessary for the prompt execution and delivery of the Bond to the Purchaser and further to execute all closing certificates and documents required to effect the closing and delivery of the Bond. In furtherance of the foregoing, the Designated Representative is authorized to approve and enter into agreements for the payment of costs of issuance, the fees and expenses specified in the Offer to Purchase, including Bond Counsel, financial advisor, and other expenses customarily incurred in connection with issuance and sale of bonds.

Section 12. Continuing Covenant Agreement. The Designated Representative is hereby authorized to enter into a written agreement with the Purchaser setting forth the terms and conditions set forth in the Offer to Purchase, including but not limited to, the promise to provide Purchaser with audited financial statements no later than nine months after each fiscal year; a copy of the City's proposed budget within 45 days after proposal and adopted budget within 45 days after adoption; and prompt notice of any litigation likely to have a material adverse effect on the City's financial condition.

Section 13. Lost, Stolen or Destroyed Bond. In the event the Bond shall be lost, stolen or destroyed, the Registrar may execute and deliver a new Bond of like date, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City and the Registrar in connection therewith and upon his/her filing with the Designated Representative and the Registrar evidence satisfactory to the Designated Representative and the Registrar, respectively, that the Bond was actually lost, stolen or destroyed and of his/her

ownership thereof, and upon furnishing the City and the Registrar with indemnity satisfactory to the Designated Representative and the Registrar, respectively.

Section 14. Severability. If any provision in this ordinance is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provision of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 15. Effective Date. This ordinance shall become effective immediately upon its passage, pursuant to the declaration of emergency in Section 2 hereof.

PASSED by the City Council of the City of Spokane, Washington, at a regular meeting thereof, held on January 11, 2016.

CITY OF SPOKANE
Spokane County, Washington

Ben Stuckart, Council President

ATTEST:

Terri L. Pfister, Clerk

(SEAL)

APPROVED AS TO FORM:

Nancy Isserlis, City Attorney

Laura D. McAloon, Bond Counsel

CERTIFICATE

I DO HEREBY CERTIFY that I am the duly chosen, qualified and acting Clerk of the City of Spokane, Washington (the “City”), and keeper of the records of the City Council (the “Council”); and

I HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. C35353 of the City (the “Ordinance”), as finally passed at a regular meeting of the Council held on the 11th day of January, 2016, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 11th of January, 2016.

City Clerk

Exhibit A

NOTICE OF REDEMPTION*

City of Spokane, Washington Limited Tax General Obligation Bonds, Series 2005B (Federally Taxable)

NOTICE IS HEREBY GIVEN that the City of Spokane, Washington has called for redemption on January 11, 2016, of its outstanding Limited Tax General Obligation Bonds, Series 2005B (Federally Taxable) (the “Bonds”).

U.S. Bank National Association
Global Corporate Trust Services
111 Fillmore Ave E
St. Paul, MN 55107

The Bonds will be redeemed at a price of one hundred percent (100%) of their principal amount, plus interest accrued to February 12, 2016. The redemption price of the Bonds is payable on presentation and surrender of the Bonds at the office of:

Interest on all Bonds or portions thereof which are redeemed shall cease to accrue on February 12, 2016.

The following Bonds are being redeemed:

<u>Maturity Years (December 1)</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>	<u>CUSIP Numbers</u>
2020*	\$ 5,610,000	5.14%	849067H89
2027*	10,455,000	5.34	849067J79

* Term Bonds

By Order of the City of Spokane, Washington

U.S. Bank National Association, as Paying Agent

Dated: _____.

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the “Act”) unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your Bonds.

* This notice shall be given not more than 60 nor less than 30 days prior to February 12, 2016 by certified or registered mail, postage prepaid, to each registered owner of the Refunded Bonds. In addition notice shall be posted online at www.emma.msrb.org and mailed by first class mail, postage prepaid to The Depository Trust Company of New York, New York; Piper Jaffray & Co. (formerly Seattle-Northwest Securities Corporation), Financial Guaranty Insurance Company (now National Public Finance Guarantee Corporation pursuant to novation agreement), Moody's Investors Service, and Standard & Poor's Ratings Services.



Agenda Sheet for City Council Meeting of:
01/11/2016

Date Rec'd	12/22/2015
Clerk's File #	RES 2016-0002
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6256269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 DISTRICT 2 COUNCIL VACANCY

Agenda Wording

A resolution approving the process to fill the vacancy for Council District 2, Position 2.

Summary (Background)

This resolution outlines the process for the appointment of a District 2 Council Member upon Councilman Jon Snyder's resignation on January 12th.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2016-0002

A resolution approving the process to fill the vacancy for Council District 2, Position 2.

WHEREAS, Section 8(B) of the Spokane City Charter states: “A vacancy on the council of a council member elected by district shall be filled by the selection of a qualified person, resident in the district in which the vacancy occurs, by majority vote of the remaining members of the council;” and

WHEREAS, Section 10.1 of the Council Rules of Procedure provides the process for filling City Council vacancies and calls upon the City Council to establish by motion a deadline for accepting applications of individuals interested in being appointed to the vacancy and form a committee to compile the Council members’ list of candidates to be interviewed which committee will submit a compiled list of candidates to be interviewed by the entire Council; and

WHEREAS, a vacancy in the Council position for District 2, Position 2 has occurred effective January 12, 2016, due to the resignation of Council Member Jon Snyder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane that, pursuant to Section 8(B) of the Spokane City Charter and Section 10.1 of the Spokane City Council Rules of Procedure, the City Council adopts the following timetable and process for the appointment to the vacancy in City Council District 2, Position 2 office for the Spokane City Council:

1. **January 12, 2016:** effective date of the resignation of Council Member Jon Snyder.
2. **January 12, 2016:** announcement (9 a.m.) by the Council President of the vacancy and request for application to fill the vacancy. Applications will be available on the City’s website, the City Council offices (7th Floor, City Hall), and at the MySpokane service desk (1st Floor, City Hall).
3. **January 19, 2016:** applications for appointment to the vacant Council position must be received by the City Clerk’s office no later than 5:00 p.m.
4. Upon the close of the January 19, 2016 application deadline, each Council Member shall review all applications received, interview on an individual basis whichever applicant they desire to interview, and select those individuals which the interviewing Council Member believes should be interviewed by the entire City Council. Each Council Member shall rank his or her top 3 applicants and shall forward this ranking to the Council President no later than 5:00 p.m. on **January 27, 2016**. The applications and rankings shall be filed with the City

Clerk's Office and will be retained as public records for the appropriate retention period.

5. A committee comprised of Council President Ben Stuckart and Council Members Lori Kinnear and Karen Stratton will review and compile Council Members' rankings and determine the top applicants for interviews by the entire City Council by no later than **January 29, 2016**.
6. The City Council shall conduct interviews of the top candidates. All interviews shall be conducted by the entire City Council during a publicly-noticed Council meeting and shall be open to the public. The interviews shall take place **on February 3, 2016**.
7. The City Council may hold an executive session for the purpose of evaluating the qualifications for potential appointees to elective office, pursuant to RCW 42.30.110(1)(h) and Council Rule of Procedure 10.1.4, on **February 8, 2016**.
8. The City Council shall, in open session, vote to fill the Council vacancy on **February 8, 2016**.

Adopted by the City Council this ____ day of January, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

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

01/11/2016

Date Rec'd

12/16/2015

Clerk's File #

RES 2016-0003

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

JON SNYDER 625-6254

Contact E-Mail

JSNYDER@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

0320 STA MOVING FORWARD RESOLUTION

Agenda Wording

A resolution regarding support for a ballot proposition for the general election of 2016 for the purposes of funding the Central City Line and other Spokane Transit Authority projects in the Moving Forward Plan within the city limits,

Summary (Background)

This resolution express the City Councils support for a Spokane Transit Authority Ballot measure in the November 2016 general election to increase transit PTBA-wide. It also specifies that should STA not coalesce around such a plan, the City of Spokane will request a Spokane City TBD plan for a transit ballot measure for the November 2016 general election for increased service, regaining of lost service and new service such as the Central City Line inside the city limits of Spokane.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

SNYDER, JON

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

Finance Committee,

Finance

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

either through an area-wide measure or by means of the existing City of Spokane Transportation Benefit District.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION NO. 2016-0003

A resolution regarding support for a ballot proposition for the general election of 2016 for the purposes of funding the Central City Line and other Spokane Transit Authority projects in the Moving Forward Plan within the city limits, either through an area-wide measure or by means of the existing City of Spokane Transportation Benefit District.

WHEREAS, Spokane Transit Authority (STA) provides a critical service to the citizens within the Spokane County Public Transportation Benefit Area (PTBA), including within the City of Spokane, through public transportation services that research has shown mitigates traffic congestion and road maintenance costs, saves commuters money and increases worker productivity due to time saved; and

WHEREAS, on December 18, 2014 the STA Board approved the *Moving Forward Plan*, a comprehensive plan to improve and expand STA service; and

WHEREAS, the *Moving Forward Plan* has undergone extensive study and public input and STA continues to conduct public outreach; and

WHEREAS, on the Special Election of April 28, 2015 among voters within the PTBA, a local option sales measure entitled Spokane Transit Proposition No. 1 (Preservation and Improvement of Public Transit) narrowly failed but passed within the City of Spokane by a margin of fifty-four percent to forty-six percent; and

WHEREAS, the City of Spokane is nearly fifty-two percent of the Public Transportation Benefit Area population and nearly seventy-eight percent of total bus riders; and

WHEREAS, the *Moving Forward* plan includes the Central City Line and twelve other projects that would improve routes and services that operate within the City of Spokane eighty percent of the time; and

WHEREAS, the City Council of the City of Spokane believes it is crucial for the long term economic health of our city and our county to be able to see these projects and other Moving Forward projects come to fruition; and

WHEREAS, PTBA-wide transit service was reduced during the recent recession and is now at lower levels than in 2009 despite population growth; and

WHEREAS; service must be restored and increased to keep our County economically competitive; and

WHEREAS, November 2016 being a Presidential Election offers the best opportunity to place a funding measure before the most number of voters in Spokane and the PTBA; and

WHEREAS, the Spokane City Council prefers a PTBA-wide transit ballot measure in November 2016 in order to fund improved public transportation throughout the region, including projects within the City of Spokane; and

WHEREAS, public transportation services in Washington State are generally funded through local-option sales taxes levied by PTBA authorities such as Spokane Transit; and

WHEREAS, in addition to sales taxes that can be levied by PTBA authorities, Washington State law (RCW 36.73) allows cities to establish Transportation Benefit Districts (TBD) for the maintenance and improvement of transit by increasing sales tax by a vote of the people; and

WHEREAS, if the STA board does not support a 2016 ballot measure, the City of Spokane will be compelled to consider advancing its own November 2016 ballot measure; and

WHEREAS, Washington State law (RCW 36.73) allows cities to establish Transportation Benefit Districts (TBD) for the maintenance and improvement of transit by increasing sales tax; and

WHEREAS, Transportation Benefit Districts funding may be established by a vote of the people through a ballot measure;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Spokane expresses support for an STA ballot measure in the November 2016 general election to increase transit PTBA-wide. Should a plan not coalesce around such a measure, the City of Spokane will request the Spokane City Transportation Benefit District plan for a transit ballot measure for the November 2016 ballot for increased service inside the Spokane city limits in order to regain lost service, provide much-needed new service such as the Central City Line, and in order to be competitive in a global economy.

ADOPTED BY THE CITY COUNCIL ON _____.

City Clerk

Approved as to form:

Assistant City Attorney

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

01/11/2016

Date Rec'd

12/16/2015

Clerk's File #

RES 2016-0004

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

JON SNYDER 625-6254

Contact E-Mail

JSNYDER@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

0320 CSO LOCATIONS & AFFORDABLE HOUSING RESO

Agenda Wording

A resolution requesting response for proposals (RFP's) for affordable housing projects at select locations where combined sewer overflow (CSO) facilities will be constructed.

Summary (Background)

This resolution requests that the City of Spokane send out request for proposals for affordable housing and/or workforce housing projects on the parcels listed in this resolution as soon as possible for possible inclusion in as early as the 2018-2019 construction cycle and further requests that the RFP include the ability for scattered site development of both parcels and encourages applicants to propose mixed use developments.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

SNYDER, JON

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

Finance Committee,

Finance

KECK, KATHLEEN

Distribution List**Legal**

DALTON, PAT

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

RESOLUTION NO. 2016-0004

A resolution requesting response for proposals (RFP's) for affordable housing projects at select locations where combined sewer overflow (CSO) facilities will be constructed.

WHEREAS, the City of Spokane does not currently have enough affordable housing in the city to fulfill the needs of the community; and

WHEREAS, affordable housing is crucial to the economic well-being and quality of life of our city; and

WHEREAS, City of Spokane Comprehensive Plan Housing Chapter, Goal H-1 states that the city should, "Provide sufficient housing for the current and future population that is appropriate, safe, and affordable for all income levels."

WHEREAS, the City of Spokane will be constructing CSO facilities on lots on the corner of Adams and First Avenue (Parcel 35192.0107) and East Riverside Avenue between Lee Street and Crestline Street (Parcels 35164.2901 through 35164.2907); and

WHEREAS, after construction of the CSO facilities these properties can be utilized for development of affordable housing structures;

WHEREAS, the City should consider air rights and site preparation for the sites as a way to satisfy the local funding commitment of \$300,000 and should further consider declaring the areas around these sites as planned targeted areas as a way to make any potential housing project more competitive;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE THAT the City Council requests RFP's be sent out for affordable housing and/or workforce housing projects on the parcels listed in this resolution as soon as possible for possible inclusion in as early as the 2018-2019 construction cycle.

BE IT FURTHER RESOLVED that the City Council requests the RFP include the ability for scattered site development of both parcels and encourages applicants to propose mixed use developments.

ADOPTED BY THE CITY COUNCIL ON _____.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
01/11/2016

Date Rec'd	12/23/2015
Clerk's File #	RES 2016-0005
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	HEATHER LOWE 625-6233
Contact E-Mail	HLOWE@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0620 RESOLUTION APPOINTING LISA KEY

Agenda Wording

Resolution Appointing Lisa Key as Director of Planning Department.

Summary (Background)

Resolution Appointing Lisa Key as Director of Planning Department.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LOWE, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	LOWE, HEATHER	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION 2016-0005

A Resolution approving the appointment of Lisa Key as the Director of the Planning Department for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 5.2.6 of the City Council Rules of Procedure states that approval of appointment of department heads shall be by Resolution; and

WHEREAS, after full consideration, Mayor David Condon has appointed Ms. Key as Director of the Planning Department for the City of Spokane --

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Lisa Key as the Director of the Planning Department.

ADOPTED BY THE CITY COUNCIL ON January 11, 2016

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
1/4/2015

Date Rec'd	12/17/2015
Clerk's File #	ORD C35300
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	JON SNYDER 625-6254
Contact E-Mail	JSNYDER@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 ORD RE SICK AND SAFE LEAVE

Agenda Wording

An ordinance relating to earned sick and safe leave in the City of Spokane; creating a new Title 18 to the Spokane Municipal Code; amending section 03.01A.355 of the Spokane Municipal Code; and amending section 04.04.050 of the Spokane Municipal Code

Summary (Background)

This ordinance creates a new section of the municipal code (Title 18) relating to a city-wide earned sick and safe leave policy; including permitted uses, accrual rates (one hour for every thirty hours worked), an annual cap (twenty four hours), allowable carry-over, documentation, employer responsibilities and enforcement (amending 03.01A.355 and 04.04.050). Title 18 will be effective one year from enactment of the ordinance.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Work Group and Open House Meetings
<u>Finance</u>	SALSTROM, JOHN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	bstum@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	jsnyder@spokanecity.org	
<u>Additional Approvals</u>		bmclatchey@spokanecity.org	
<u>Purchasing</u>			

ORDINANCE NO. C35300.

An ordinance relating to earned sick and safe leave in the City of Spokane; creating a new Title 09 to the Spokane Municipal Code; amending sections 01.05.170, and 04.04.050 of the Spokane Municipal Code.

WHEREAS, most workers will, at some time during the year, need time off from work to take care of their own health or safety needs and/or the health or safety needs of their families and loved ones; and

WHEREAS, many workers employed in the City of Spokane must make the unreasonable choice between their paycheck and their children, because they do not have the option of taking paid time off when they, their children, or other family members, get sick or when their life or the lives of their children are potentially in jeopardy due to domestic violence, sexual assault, or stalking; and

WHEREAS, earned sick and safe leave will allow parents to provide personal care for their sick children, making children's recovery faster, preventing more serious illnesses, and improving their children's overall mental and physical health; and

WHEREAS, as many businesses in Spokane already know, providing for employees' sick and safe leave is affordable for employers and good for business because it can reduce employee turnover; improve the ability to recruit and retain talent; increase productivity; minimize the loss of firm-specific skills and human capital; reduce "presenteeism," namely, the tendency of employees to report to work sick, thereby increasing the risk of transmission of infectious diseases; and boost worker morale; and

WHEREAS, studies on implementation of paid sick leave policies around the country (San Francisco (2011); Connecticut (2013); Washington, D.C. (2013)) show repeatedly that business profitability is affected to a very small degree by implementation of paid sick leave laws; and

WHEREAS, a March, 2011 report by the Bureau of Labor Statistics estimated that the cost of implementing paid sick leave averages about 26 cents per hour overall and 14 cents per hour in the service industry specifically; and

WHEREAS, because domestic violence, sexual assault, and stalking have an impact on many workers, the availability of earned safe leave will protect victims of domestic violence, sexual assault, and stalking, as well as their families, and enable them to focus on obtaining the assistance they need; and

WHEREAS, the National Association of County and City Health Officials (NACCHO), of which the Spokane Regional Health District is affiliated, supports the passage and implementation of local legislation which requires employers to provide earned sick leave; and

WHEREAS, the City Council convened a working group made up of stakeholders from industry, public health, non-profits, government agencies, labor unions, and small business to examine the concept of enacting an earned sick and safe leave policy as well as the possible implications and unintended consequences of enacting such a policy and to recommend a framework for an earned sick and safe leave policy; and

WHEREAS, the Spokane City Council finds that Spokane's public health will be most effectively safeguarded by ensuring that workers in Spokane have access to paid earned sick and safe leave.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That there is adopted a new Title 9 of the Spokane Municipal Code to read as follows:

Title 09 Employment Standards

Chapter 09.01 Earned Sick and Safe Leave

Section 09.01.010 Definitions

For purposes of this chapter, the following definitions shall be applied. Words used in the singular shall include the plural, and vice-versa.

- A. "Adverse action" means any action taken by an Employer to discharge from employment, suspend, discipline, transfer, demote, or deny promotion, or to threaten to do any of the foregoing.
- B. "Agency" means the City of Spokane Office of Neighborhood Services and Code Enforcement, specifically, in the exercise of its duties to resolve violations of public health and safety laws as specified in SMC 03.01A.355(D).
- C. "Business" has the same meaning as stated in SMC 08.01.020(A).
- D. "Charging Party" means a person filing a claim of violation of this chapter with the Agency.
- E. "City" means the City of Spokane.
- F. "Contractor" or "Independent Contractor" means those persons meeting all the criteria stated in RCW 51.08.195(1)-(6).
- G. "Domestic violence" has the same meaning as stated in RCW 10.99.020(5), and includes "stalking" as defined in RCW 9A.46.110 and in SMC 10.09.010(B).
- H. "Domestic Worker" has the same meaning as specified in RCW 51.12.020(1) and (2).
- I. "Earned sick and safe leave" or "leave" means paid leave accrued, utilized, and compensated for as provided in this chapter.

- J. "Employee" means an individual natural person performing work in the City of Spokane for compensation for an Employer, but does not include seasonal, temporary, or domestic workers, or independent contractors.
- K. "Employer" means any individual, partnership, association, corporation, business trust, or any person or group of persons acting directly or indirectly in the interest of an employer in relation to an employee and employing at least one person for compensation in the City of Spokane. For purposes of this chapter, "Employer" does not include:
 - 1. The United States government;
 - 2. The state of Washington;
 - 3. Any city, county, or local government; or
 - 4. Any sole proprietorship as defined in Washington law.
- L. "Family member" means a:
 - 1. Spouse or domestic partner;
 - 2. Child who is:
 - A. Under 18 years of age, or;
 - B. 18 years of age or older and incapable of self-care due to a mental or physical disability;
 - 3. Parent;
 - 4. Grandparent; or
 - 5. Grandchild.
- M. "Person" has the same meaning as stated in SMC 02.01.100 and includes any individual, partnership, corporation, association, organization, trade or professional association, labor union, cooperative, legal representative, trustee, trustee in bankruptcy and receiver, firm, institution, or any other group of persons acting in concert; this definition also includes any owner, lessee, proprietor, manager, agent, or employee, whether consisting of one or more natural persons.
- N. "Paid Time Off" ("PTO") means paid leave which accrues at a regular rate and which can be used by an employee as paid leave for any purpose, including without limitation, sick time, safe leave, family care or vacation.
- O. "Retaliation" means an adverse action taken by an employer because of an employee's status as a charging party or by an employee's exercise of rights established by this chapter.
- P. "Seasonal Worker" means a worker with a term of employment expected to last less than one year and which is intermittent or recurs annually.

- Q. "Separation" means an involuntary discharge of employment, not for cause, including, without limitation, a business-related or seasonal layoff.
- R. "Staffing Agency" means any person who undertakes, with or without compensation, to recruit, refer or place individuals for employment, or to procure opportunities for work, or to with an employer.
- S. "Temporary Worker" means an employee who works for the employer fewer than 240 hours in a year.
- T. "Work-study students" means students engaged in a course of instruction and whose employment is included under the state work-study program (chapter 28B.12 RCW) or the federal work study program (42 U. S. C. 2751-2756b).

Section 09.01.020 Applicability

- A. This chapter applies to all Employers in the City of Spokane who employ employees who physically perform their work within the City of Spokane.
- B. This chapter does not apply to Work-Study Students, Independent Contractors, seasonal or temporary workers, or those employed by a firm(s) engaged in "construction work" as defined in WAC 296-155-012 and as specifically classified by Chapter 296-17A WAC.

Section 09.01.030 Accrual Rates, Annual Cap, and Carry-Over

- A. All Employees shall, beginning with their first day of employment, accrue leave at the rate of one (1) hour of leave for every thirty (30) hours worked; provided that nothing in this chapter prohibits an Employer from providing earned sick and safe leave in advance of accrual such as by "front-loading" leave hours at the beginning of each year.
- B. Employees use up to twenty-four (24) hours of leave accrued under this Chapter in any year.
- C. An Employee may carry over into the next year up to twenty-four (24) hours of earned sick and safe leave which were not used in the prior year.
- D. Nothing in this chapter requires Employers to allow employees returning from separation to reinstate the earned sick and safe leave balance accrued during a prior period of employment or to compensate an employee for the employee's accrued and unused earned sick and safe leave upon an employee's termination, resignation, retirement, or other separation from employment.

Section 09.01.040 Permitted Uses of Leave and Compensation

- A. An Employee may use accrued earned sick and safe leave for:

1. Diagnosis, care, or treatment of the Employee's mental or physical illness, injury, or health condition;
 2. The diagnosis, care, or treatment for the Employee's Family Member's mental or physical illness or preventative care;
 3. Any reason identified in RCW 49.76.030 or to seek protection or safety from events or conduct specified in SMC 10.09.010(B);
 4. Any period in which the Employer's business or the Employee's child's school or place of care is closed by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material; or
 5. Bereavement leave in connection with a Family Member of the Employee.
- B. Compensation due to an Employee during the period of leave used by the Employee is at the same rate of pay and with the same benefits as the Employee would have earned during the time during those hours in which the Employee was scheduled to work but for which leave is taken; provided, however, that Employers are not required to compensate Employees who take leave under this chapter for tips or commissions the Employee would have earned during the leave period.
- C. An employee covered by this chapter may voluntarily agree to work additional hours or shifts during the same or next pay period to compensate for unpaid leave hours taken instead of using paid leave; nothing in this chapter prohibits or requires Employers from allowing Employees to voluntarily swap assigned shifts or hours with each other in lieu of using earned leave.
- D. Nothing in this chapter prohibits or requires an Employer from allowing an Employee to donate earned sick and safe leave hours to another Employee of the same employer.
- E. Nothing in this chapter prohibits an Employer from requiring that covered Employees complete a probationary period before using accrued leave; provided, however, that any such probationary period may be no longer than ninety (90) days.

Section 09.01.050 Documentation for Use of Leave on Consecutive Days

- A. An Employer may require Employees to provide reasonable documentation for the use of three (3) consecutive days of earned sick and safe leave. For purposes of this chapter, "reasonable documentation" means written verification signed by a health care provider, attorney, social worker, or other individual who

is assisting the Employee in the context of the purposes for which leave is taken. An Employer may not require that the documentation explain the nature of the illness, injury, or medical condition, or the circumstances of the use of safe leave.

- B. For any Employee who is not covered by the Employer's health care plan, the Employer must compensate the Employee for one-half of the out-of-pocket expenses incurred by the Employee to obtain any documentation requested by the Employer under the preceding paragraph, including without limitation, the cost of services provided by health care providers and/or health care facilities, testing required or prescribed by health care providers, and transportation to the location where the services are provided.

Section 09.01.060 Notices and Posting

Beginning on the effective date of this chapter, Employers shall post, in a place commonly accessible to employees, the notice attached in Attachment A, of employees' and employers' rights and obligations concerning earned sick and safe leave as provided for in this chapter.

Section 09.01.070 Employer Responsibilities

- A. Employers shall maintain records, consistent with the Employer's usual and customary business practices, of each Employee's earned sick and safe leave accrual and use, for five (5) years.
- B. No less frequently than once per quarter, and upon request by any Employee, each Employer shall provide information concerning the requesting Employee's accrued earned sick and safe leave, including without limitation that Employee's leave balance and amount of leave used by that Employee during the current fiscal year.
- C. Beginning on the effective date of this chapter, when making application for a new business registration or a renewal of business registration, each applicant or registrant must certify its compliance with this chapter, in the manner prescribed by the Agency.

Section 09.01.080 Effective Date

This chapter shall be effective February 15, 2017; provided, however, that businesses which receive their first business registration in the City of Spokane after the enactment of this chapter but before the effective date shall not be subject to this chapter for a period of one (1) year after the date of their first business registration in the City of Spokane. Notwithstanding the foregoing, nothing in this Chapter prohibits an employer

from offering earned sick and safe leave to its employees at any point in time earlier than the effective date of this Chapter.

Section 09.01.090 Administrative Enforcement

- A. The procedures for the enforcement of the rights, duties, and obligations created by this Chapter shall be jointly determined by the City Council and the Administration and shall be in effect no later than October 1, 2016.
- B. Retaliation prohibited

It shall be unlawful for any employer to retaliate against any employee covered by this chapter.

C. Penalties for violation

- 1. A violation of this chapter is a class 1 civil infraction, as shown in SMC 1.05.170(B).
- 2. The Agency or court (in the case of complaints which are resolved in a contested case hearing) is authorized to triple the applicable penalty in cases where the Employer has been found to have retaliated against an Employee within the meaning of this chapter.
- 3. For each subsequent violation of this chapter after the first, the Agency or court (in the case of complaints which are resolved in a contested case hearing) is authorized to double the applicable penalty.

Section 09.01.100 No Waiver

Nothing in this chapter is or shall be construed to be a waiver, limitation, or preemption of any other rights, whether arising under state, federal, or local law or regulation, by the City or by any other person.

Section 09.01.110 Severability

If any court of law determines that any particular provision of this chapter is void or of no legal effect, the offending provision(s) shall be deemed struck from this chapter and the remainder of the chapter shall continue unaffected.

Section 09.01.120 Effect of Other Existing Law

Nothing herein shall affect in any way any other requirement of state or federal law concerning the conditions of employment.

Section 09.01.130 More Generous Employer Policies Encouraged

- A. Nothing in this chapter prohibits Employers from implementing an earned sick and safe leave policy which exceeds the minimum standards prescribed in this chapter.

B. Nothing in this chapter prohibits Employers from offering “all-purpose” Paid Time Off (“PTO”) in lieu of earned sick and safe leave; provided, however, that any such PTO policy shall accrue and be available for use in at least the same amounts and for at least the same purposes as is the earned sick and safe leave provided in this chapter; provided also, that any such Employer which provides “all-purpose” PTO is not be obligated to provide additional leave in excess of the earned sick and safe leave amounts described in this chapter.

Section 09.01.130 Evaluation

- A. Beginning on the effective date specified in section 09.01.080, the Agency shall track and maintain the following information:
1. Feedback from employers and employees concerning the implementation and effectiveness of this chapter;
 2. Any data concerning new business formation and business closures considered fairly attributable to the implementation of this chapter; and
 3. The number, type, and disposition of any complaints concerning the implementation or enforcement of this chapter.
- B. One year after the effective date of this chapter, the Agency shall present findings and data concerning the effectiveness of this chapter to the City Council’s Community Health and Environment Committee, as well as any recommendations concerning amendment or repeal of all or any part of this chapter.

Section 2. That section 01.05.170 of the Spokane Municipal Code is amended to read as follows:

Section 01.05.170 Penalty Schedule – Business Regulations

- A. For each subsequent violation by a person, the classification of infraction advances by one class. For each subsequent class 1 violation of the same prohibited activity after the first violation, the code enforcement officer and court (in the case of contested case hearings) are authorized to double the penalty imposed.

- B. Infraction/Violation Class.

SMC			1.05.170
PENALTY SCHEDULE – BUSINESS REGULATIONS			
Infraction			Violation Class
General			
SMC 4.04.020	Engaging in licensed activity without license	2	
SMC 4.04.060	Failure to display license or insigne	3	
SMC 8.01.070 SMC 10.40.020	Engaging in business without registration or itinerant vendor license or permit	1	

SMC 8.12.020	No amusement device license, no amusement device operators or owners license	3
SMC 8.12.060	No current list of amusement device locations	3
SMC 10.23A.030(G)	Entertainment facility establishment operator/owner	1
SMC 10.25.010	Pruning, planting, or removing a public tree without a license	1
SMC 10.29.010(A)	Conducting an improper blasting operation	1
SMC 10.29.030	Heating mechanic	1
SMC 10.29.060(A)	Providing fire equipment service without Spokane Fire Department registration	1
SMC 10.34.020	Own, operate for-hire vehicle	2
SMC 10.34.110(D)	Owner of for-hire vehicle, allowing a non-licensed for-hire driver to operate his or her vehicle	1
SMC 10.49.040	Owning, operating or maintaining a medical cannabis collective garden	1
SMC 10.41A.040	Special police officer	2
SMC 10.45.040	Deal in used goods	2
SMC 10.48.050	Failure to register alarm system	2
SMC 10.48.170	Unlawful use of a security alarm system	3
SMC 13.02.0204	Solid waste collection or disposal	2
SMC 17G.010.100(C)(3)	Sewer installation	1
<u>Chapter 09.01 SMC</u>	<u>Violation of the earned sick and safe leave ordinance</u>	<u>1</u>
Fireworks		
SMC 10.33A.020(A)(2)	Conducting public display without a permit	Up to \$1,000
SMC 10.41A.040	Employ non-commissioned special police officer	3
SMC 10.41A.090	Violation of code by special police officer	1
Fire Code		
IFC Chapter 105.6.14 Chapter 33 IFC Chapter 10.33A SMC SMC 17F.080.060	Manufacture, storage, use, sale, handling of blasting agents, explosives without proper permit	1
IFC 105.6 IFC 105.7 SMC 17F.080.060	Conducting regulated code activities, operations, functions without permit	2
IFC 105.6.41	Conducting spraying or dipping application of flammable or combustible finishes (liquids or powders) for floor finishing or surfacing operations without a permit	2
IFC 2703.3	Unauthorized release, discharge of flammable, combustible liquids, petroleum waste products	1
SMC 15.01.500	Fail to comply with notice and order under Commute Trip Reduction Program	2
SMC 15.03.030	Fail to comply with requirement of posting restaurant's smoking designation	2

Section 3. That section 04.04.050 of the Spokane Municipal Code is amended to read as follows:

Section 04.04.050 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. 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.

9. The applicant has violated the City's earned sick and safe leave ordinance, chapter 9.01 SMC, 5 times within the past 10 years.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



NOTICE TO EMPLOYERS AND EMPLOYEES

The Earned Sick and Safe Leave ordinance (Ord. C-____; Chapter 9.01 SMC), enacted by the Spokane City Council in 2016 ensures that all eligible persons working in the City of Spokane earn sick time to use when they or a family member are sick, injured, or need preventive health care. The ordinance is intended to mitigate the spread of disease and to allow employees to care for themselves and family members, making Spokane healthier and more productive.

WHEN MAY AN EMPLOYEE TAKE SICK TIME?

- ▶ **Effective January ____, 2017**, an employee becomes eligible to use sick time when the employee has been employed by an employer for 180 days and has worked for the employer within the geographic boundaries of the City for at least 240 hours.
- ▶ **Employees may take sick time for the following reasons:**
 - **Diagnosis, care, or treatment of the employee, or the employee's covered family member** for mental or physical illness, injury or health condition including.
 - **The employee, their child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking**
 - **Closure of the employee's place of business**, or the employee's child's school or place of care, by order of a public official due to a public health emergency
 - **Care for a covered family member** when it has been determined by a public health authority or by a health care provider that the family member's presence in the community would jeopardize the health of others
 - **Employer exclusion of an employee from the workplace for health reasons** per any law or regulation that requires such exclusion

HOW MUCH SICK TIME MAY BE USED IN A YEAR?

- ▶ **An employee may earn up to 30 hours of sick time per leave year unless allowed more by the employer.**
- ▶ **An employee may use accrued sick time:**
 - In increments of one hour
 - Up to a maximum of 30 hours per leave year, unless otherwise allowed by the employer or provided by law
- ▶ **An employee absent from work for a qualifying reason shall use accrued sick time on the first day and each subsequent day of absence until all accrued time has been used.**
- ▶ **An employee is not required to be allowed to use sick time:**
 - If the employee is not scheduled to work in the City during the shift for which leave is requested
 - During the first 90 calendar days of employment, unless the employer allows use at an earlier time

WHAT NOTICE IS REQUIRED?

- ▶ Employees are required to notify their employer of the need to use sick time by means of the employer's established policy or standard before the start of the employees' scheduled work shift or as soon as practicable
- ▶ For absences of more than three consecutive days, an employer may require reasonable documentation, including one of the following:
 - Documentation signed by a licensed health care provider;
 - Documentation for victims of domestic violence, harassment, sexual assault, or stalking; or
 - A signed personal statement that the sick leave was for a qualifying reason

EMPLOYEE RIGHTS WHEN TAKING SICK TIME

- ▶ If an employer requires documentation of the purpose for the use of sick time, the employer must pay the cost of any verification by the health care provider that is not covered by insurance
- ▶ An employer may not require an employee to:
 - Search for or find a replacement worker as a condition of the use of sick time
 - Work an alternate shift to make up for the use of sick time.
- ▶ If the employer allows shift trading and an appropriate shift is available, the employer may allow the employee to trade shifts instead of using sick time
- ▶ It shall be unlawful for an employer to:
 - Interfere with, restrain or deny the exercise of or the attempt to exercise the right to sick time
 - Take retaliatory personnel action or discriminate against an employee because the employee has

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

01/11/2016

Date Rec'd

12/15/2015

Clerk's File #

ORD C35352

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Cross Ref #**Contact Name/Phone**

MIKE CANNON 625-4642

Project #**Contact E-Mail**

MCANNON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4320 RPWRF PRETREATMENT ORDINANCE CHANGES

Agenda Wording

Changes in Ordinance relating to the Industrial Pretreatment Program requirements. Amendments are proposed for SMC Sections 13.03A.0203, 13.03A.0204, 13.03A.0210, 13.03A.0406, 13.03A.0408, 13.03A.0409, 13.03A.0502, and 13.03A.0801.

Summary (Background)

The City's Industrial Pretreatment Program manages and regulates commercial and industrial flows to the sanitary sewer. The most significant changes being proposed to the Pretreatment Ordinance concern the discharge of Dangerous and Hazardous Waste to the sanitary sewer. Other typographical errors and corrections have been included with these modifications, as described in the attached.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ARNOLD, DALE

Study Session**Division Director**

ROMERO, RICK

Other

PW 12/14/15

Finance

KECK, KATHLEEN

Distribution List**Legal**

SCHOEDEL, ELIZABETH

kbustos@spokanecity.org

For the Mayor

SANDERS, THERESA

Tax & Licenses

Additional Approvals

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Purchasing

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kbrooks@spokanecity.org

BRIEFING PAPER
Public Works Committee
Wastewater Management
December 14, 2015

Subject

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Background

The City's Industrial Pretreatment Program manages and regulates commercial and industrial flows to the sanitary sewer. The most significant changes being proposed to the Pretreatment Ordinance concern the discharge of Dangerous and Hazardous Waste to the sanitary sewer. Other typographical errors and corrections have been included with these modifications, as described below.

- Section 13.03A.0203 (G) was modified to correct a typo in the acronym SIU.
- Section 13.03A.0204 (A) was modified to correct language used for Maximum Allowable Discharge Limits for pollutants, in accordance with the Definitions set in SMC 13.03A.0103. This correction changes the meaning of pollutant limit from maximum concentration allowed to be discharged at any time, rather than over a calendar day. Also, chromium and selenium limits for industrial users of the sanitary sewer have been modified in this section so as not to exceed the Dangerous Waste threshold for toxicity (WAC 173-303-090).
- Section 13.03A.0204 (B) was added to clarify that discharge flows to the sanitary sewer that are conveyed to Spokane County Regional Water Reclamation Facility (SCRWRF) must comply with SCRWRF's pollutant limits.
- Section 13.03A.0210 (C) was corrected for an incomplete sentence. Grease oil and sand interceptors are not required for residential users.
- Section 13.03A.0406 regarding Hazardous Waste Notification has been deleted. This paragraph conflicts with Prohibited Discharge Standards listed in 13.03A.0201(B). Hazardous waste cannot be discharged to the sanitary sewer at all.
- Section 13.03A.0408 was modified to correct typos (with-within, user-user's facility).
- Section 13.03A.0409 was modified so that the reference to 13.03A.0406 was deleted.
- Section 13.03A.0502 was modified to add that analytical lab used must be accredited by the Washington State Department of Ecology.
- Section 13.03A.0801 was modified to correct a typo. Reports submitted later than 45 days after a due date are considered to be in Significant Non-Compliance, rather than 30 days. This is consistent with the definition of Significant Non-Compliance in the General Pretreatment Regulations at 40 CFR Part 403.

Impact

After review of analytical data, current wastewater discharge permit holders should not have any difficulty complying with the new limits for chromium and selenium. By making all of these changes to the SMC, the pretreatment regulations will be better clarified to the reader.

Action

Recommend approval.

Funding

These changes will not affect funding.

Section 13 Pretreatment Ordinance Changes and Corrections

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ORDINANCE NO. C35352

AN ORDINANCE relating to the pretreatment requirements; amending SMC sections 13.03A.0203, 13.03A.0204, 13.03A.0210, 13.03A.0406, 13.03A.0408, 13.03A.0409, 13.03A.0502, and 13.03A.0801 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03A.0203 is amended to read as follows:

13.03A.0203 State Requirements

- A. State requirements and limitations on discharges to the POTW shall be met by all users subject to such items whenever they are more stringent than federal or local pretreatment requirements and limitations. Washington State Pretreatment Standards and Requirements, located at chapter 173-216 WAC, were developed under authority of the State Water Pollution Control Act, chapter 90.48 RCW and are hereby incorporated. All wastewaters discharged from a commercial or industrial operation as determined by the superintendent into the POTW must satisfy the provisions of chapter 173-216 WAC.
- B. Any person who constructs, modifies or proposes to construct or modify wastewater treatment facilities must first comply with the regulations for submission of plans and reports for construction of wastewater facilities, chapter 173-240 WAC. Until the City is delegated the authority to review and approve such plans and reports under RCW 90.48.110, sources of non-domestic discharges (industrial wastewater) shall request approval for such plans and reports through the department of ecology. To ensure conformance with this requirement, proof of the approval of such plans and reports, and one copy of each approved plan and report shall be provided to the superintendent before commencing any such construction or modification. Said plans and reports must be filed with the superintendent, together with such information as required by the superintendent, signed by an authorized representative and certified as provided in SMC 13.03A.0305(B), and include the fee as provided in SMC 13.03A.1401. (Cross reference: WAC 173-216-050(1))
- C. All users shall apply all known, available, and reasonable treatment methods (AKART) to prevent and control wastewater releases into the waters of the state. (Cross reference: WAC 173-216-050(3))
- D. Discharge restrictions of chapter 173-303 WAC (Dangerous Waste) shall apply to all users.

- E. All required monitoring data shall be analyzed by a laboratory or person accepted by the superintendent as qualified to perform such services, in the superintendent's sole discretion. The lab or person shall be registered or accredited under the provisions of chapter 173-50 WAC. The superintendent may determine this is not required for flow, temperature, settleable solids, conductivity, pH, turbidity, and internal process control parameters. However, if the laboratory analyzing samples for conductivity, pH, and turbidity must otherwise be accredited, it shall be accredited for these parameters as well.
- F. Persons applying for a new permit or a permit renewal or modification which allows a new or increased pollutant loading shall publish notice for each application in the format provided by the City. The notices shall fulfill the requirements of WAC 173-216-090. These requirements include publishing:
1. The name and address of the applicant and facility/activity to be permitted;
 2. A brief description of the activities or operations which result in discharge;
 3. Whether any tentative determination has been reached with respect to allowing the discharge;
 4. The address and phone number of the office of the superintendent where persons can obtain additional information;
 5. The dates of the comment period (which shall be at least thirty days); and
 6. How and where to submit comments or have any other input into the permitting process, including requesting a public hearing.
- G. The superintendent may require the applicant to also mail this notice to persons who have expressed an interest in being notified, to state agencies and local governments with a regulatory interest, and to post the notice on the premises. If the superintendent determines there is sufficient public interest, the City shall hold a public meeting following the rules of WAC 173-216-100. The superintendent may assume responsibility for public notice requirements for any persons, and may waive this requirement for any user not classified as CIU or ((SIU)) SIU by the superintendent.
- H. Permit terms shall include, wherever applicable, the requirement to apply All Known, Available and Reasonable methods of prevention, control, and Treatment (AKART).

Section 2: That SMC section 13.03A.0204 is amended to read as follows:

13.03A.0204 Local Limits [2.4]

- A. The following limits are established as local limits, expressed as ~~((maximum daily ("Daily Maximum") concentrations ("Daily Maximum Limits")))~~ Maximum Allowable Discharge Limits. No user or other person may discharge wastewater into the POTW in excess of the following concentrations:

1. Arsenic: 0.41 mg/L.
2. Benzene, toluene, ethylbenzene, and xylene (BTEX): A sum of these four constituents' analytical results not to exceed 1.4 mg/L.
3. Cadmium: 0.11 mg/L.
4. Total Chromium: ((147)) 5.0 mg/L.
5. Copper: 1.9 mg/L.
6. Cyanide: 1.9 mg/L.
7. Fats, oils and, grease: See SMC 13.03A.0201(B)(19).
8. Lead: 0.32 mg/L.
9. Mercury: 0.05 mg/L.
10. Nickel: 3.98 mg/L.
11. Non-polar material (or total petroleum hydrocarbons): Not to exceed 100 mg/L.
12. Silver: 1.7 mg/L.
13. Zinc: 5.6 mg/L.
14. The pH limit set in SMC 13.03A.0201(B)(2) may also be enforced as a local limit.
15. Molybdenum: 1.5 mg/L.
16. Selenium: ((1.7)) 1.0 mg/L.

B. Users that discharge wastewater into any sewer that conveys wastewater to Spokane County Regional Water Reclamation Facility must comply with the limits set forth in Spokane County Code Chapter 8.03A 0204.

~~B.~~ C. All concentrations for metallic substances are for "total" metal unless indicated otherwise. The superintendent may impose mass limitations in addition to or in place of the concentration-based limitations shown in subsection (A) of this section. Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit applies as the applicable pretreatment standard.

~~C.~~ D. Limits may be established for all users, groups, or specific users. They may be designed to ameliorate temporary or permanent discharge characteristics, or to accommodate any new or special temporary or permanent condition of the POTW, its effluent receiving water, or other environmental problem. The superintendent may set limits as instantaneous maximums or for other durations (e.g., daily maximum or monthly average limits) where deemed proper.

~~D.~~ E. Whenever determined appropriate, the superintendent may develop best management practices (BMPs) for general application, in individual discharge permits or general discharge permits, to implement local limits and the requirements of article II of this chapter and require documentation of compliance. Failure to follow such requirements is a violation of this chapter.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Section 3: That SMC section 13.03A.0210 is amended to read as follows:

13.03A.0210 Additional Pretreatment [2.10]

- A. Whenever deemed necessary, the superintendent may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage (domestic wastewater) from industrial wastestreams (industrial wastewater), and such other conditions deemed necessary to protect the POTW and determine a user's compliance with this chapter.
- B. Each user discharging greater than one hundred thousand gallons per day, or lower volumes where determined by the superintendent, shall install and maintain, on its property and at its expense, a suitable storage and flow-control facility to insure equalization of flows over a twenty-four hour period. The facility shall have a capacity for at least twenty-five percent of the daily discharge volume of the user and shall be equipped with alarms and a rate of discharge controller, subject to superintendent approval and regulation. A wastewater discharge permit may be issued solely for flow equalization.
- C. Grease, oil, and sand interceptors (interception units) shall be provided whenever determined necessary by the superintendent for proper handling of wastewater containing excessive amounts of such substances, except that such interceptors shall not be required for residential users. Interception units are subject to the control and regulation of the superintendent and must be inspected, cleaned, and kept in good repair by the user.
- D. Users with a potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.
- E. All users are required to adhere to the City of Spokane Department of Wastewater Management Industrial Pretreatment Program Mercury Control and Abatement Plan.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Section 4: That SMC section 13.03A.0406 is amended to read as follows:

((13.03A.0406 Hazardous Waste Notification [4.6]))

- A. ~~((Any user or user facility discharging more than fifteen kilograms of hazardous waste as defined in 40 CFR 261 (listed or characteristic wastes) in any calendar month or any user or user facility discharging any amount of acutely hazardous waste as specified in 40 CFR 261.30 (d) pr 261.33(e) must give written notice to the superintendent and the EPA Region 10 office of air, waste, and toxics~~

~~director, and to the Washington State department of ecology director of the hazardous waste and toxics reduction program.))~~

- B. ~~((The notification in subsection (A) of this section must include the information specified in 40 CFR § 403.13(p). This does not apply to pollutants already being reported under self-monitoring requirements. All submittals under this section must be signed as provided in SMC 13.03A.0305(A) and accompanied by a review fee as provided in SMC 13.03A.1401.))~~

Section 5: That SMC section 13.03A.0408 is amended to read as follows:

13.03A.0408 Non-compliance Reporting [4.8 modified]

If sampling performed by a user indicates a violation, the user must notify the superintendent ~~((with))~~ within twenty-four hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of a repeat analysis to the superintendent within thirty days after becoming aware of the violation. Resampling by the industrial user is not required if the City performs sampling at the user's facility at least once a month, or if the City performs sampling at the user between the time when the initial sampling was conducted and the time when the user or the City received the results of this sampling, or if the City has performed the sampling and analysis in lieu of the industrial user. (See 40 CFR §403.12(g)(2)).

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Section 6: That SMC section 13.03A.0409 is amended to read as follows:

13.03A.0409 Notice of Changed Discharge [4.9]

- A. Users must notify the superintendent in writing at least thirty days before any substantial change in volume or character of pollutants in their discharge, and any significant manufacturing process changes which could be reasonably expected to result in such a pollutant change. ~~((Such notice also includes any change in wastes subject to the hazardous waste notification requirement in SMC 13.03A.0406.))~~ As used herein, a substantial or significant change is a change of twenty percent or more in production levels or levels of any pollutant or other parameter specified by the superintendent. Where advance notice is not possible or has not been given, notice shall be given as required in SMC 13.03A.0407, but that does not excuse compliance with this section. All submittals under this section must be signed as provided in SMC 13.03A.0305(A) and accompanied by a review fee as provided in SMC 13.03A.1401.
- B. Additionally, the user must submit a permit modification application as provided in SMC 13.03A.0310, which must include an engineering report detailing the features of the change, including pertinent data and analysis.

Section 7: That SMC section 13.03A.0502 is amended to read as follows:

13.03A.0502 Analytical Requirements [5.2]

All pollutant analyses, including sampling techniques, must be performed by a laboratory accredited by the Washington State Department of Ecology in accordance with the techniques prescribed in 40 CFR Part 136 unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the Pollutant in question, sampling and analyses must be performed in accord with procedures approved by the EPA.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Section 8: That SMC section 13.03A.0801 is amended to read as follows:

13.03A.0801 Annual Publication of Violators [8.1]

A. Publishing.

The superintendent publishes within sixty days of the new year a list of the users which, at any time during the previous calendar year, were in significant noncompliance with applicable pretreatment standards and requirements. The list is published in a newspaper of general circulation in Spokane County. Costs of publication will be billed to the users listed as an additional cost of utility service.

B. The term “significant noncompliance” means:

1. Any violation of a pretreatment standard or requirement, including numerical limits, narrative standards, and prohibitions that the superintendent determines has caused, alone or in combination with other causes, interference or pass through, or otherwise endangered the health of POTW personnel or the general public.
2. Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the superintendent's exercise of emergency authority to halt or prevent such a discharge.
3. Any violation(s), including of BMPs, which the superintendent determines will adversely affect the operation or implementation of the local pretreatment program.
4. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent or more of all of the measurements taken for the same pollutant parameter taken during a rolling six-month period exceed, by any magnitude, a numeric pretreatment standard or requirement, including instantaneous limits.
5. Technical review criteria (TRC) violations, defined here as those in which thirty three percent or more of wastewater measurements taken for each pollutant parameter during a rolling six-month period equal or exceed the

product of the numeric pretreatment standard or requirement, (including instantaneous limits, as referenced in Article II, multiplied by the applicable criteria. Applicable criteria are 1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH. ["1.4" and "1.2" as used herein mean one hundred forty percent or one hundred twenty percent respectively of applicable permit limits.]

6. Failure to meet, within ninety days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance.
7. Failure to provide any required report within ((thirty)) forty-five calendar days after the due date. This includes initial and periodic monitoring reports and reports on initial compliance and on meeting compliance schedules.
8. Failure to accurately report noncompliance.

C. Applicability.

The criteria in subsections (B)(1) through (3) of this section are applicable to all users, whereas the criteria in subsections (B)(4) through (8) of this section are only applicable to SIUs.

NOTE: Bracketed enumerations reference the numbering in the EPA Region 10 Model

Section 9: Effective Date.

This ordinance shall take effect and be in force on February 1, 2016.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

DRAFT

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

01/11/2016

Date Rec'd

12/11/2015

Clerk's File #

ORD C35341

Renews #**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Contact Name/Phone

TAMI 625-6157

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Agenda Item Name

4700-RENAMING CENTENNIAL ALLEY

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

An ordinance re-naming Centennial Alley from the west side of Elm St. to the south side of Summit Parkway and naming of the public alley in alignment with Centennial Alley on the east side of Elm St. to the south side of Summit Parkway, to "Centennial Way."

Summary (Background)

On December 9, 2015, the City Plan Commission held a public hearing to obtain public comments on the proposed street re-naming. After review of written comments received, the City Plan Commission recommended approval of the proposed street name change.

Fiscal Impact**Budget Account**

Neutral \$

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Select \$

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Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PCED 11/16/15

Finance

KECK, KATHLEEN

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**

ORDINANCE NO. C35341

AN ORDINANCE renaming Centennial Alley from the west side of Elm Street to the south side of Summit Parkway and naming of the public alley in alignment with Centennial on the east side of Elm Street to the south side of Summit Parkway, to "Centennial Way."

WHEREAS, a roadway name shall be established or changed by Ordinance upon recommendation of the City Plan Commission, pursuant to the Spokane Municipal Code - Chapter 17D.050; and

WHEREAS, the City Plan Commission conducted a public hearing on December 9, 2015, to obtain public comments on the proposed street re-naming, and after close of public testimony, unanimously voted to recommend approval of the name change to the City Council of Spokane; -- Now, Therefore,

The City of Spokane does ordain:

1. Centennial Alley from the west side of Elm Street to the south side of Summit Parkway and the public alley in alignment with Centennial on the east side of Elm Street to the south side of Summit Parkway, shall be re-named "Centennial Way"; and
2. North Gorge Properties, LLC shall pay for the installation and maintenance of the street signage, which is located in public right-of-way; and
3. The roadway shall remain a public road and the Kendall Yards Homeowners Association will continue to maintain the roadway as noted on the face of the Kendall Yards 3rd Addition Plat.

PASSED BY THE CITY COUNCIL ON _____, 2015.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**STAFF REPORT ON
STREET NAME CHANGE APPLICATION
FILE NO. Z1500080STNC**

I. SUMMARY OF REQUEST AND RECOMMENDATION:

Description: An application was submitted by North Gorge Residential Properties, LLC for the renaming of Centennial Alley from the west side of Elm St to the south side of Summit Parkway AND naming of the public alley in alignment with Centennial on the east side of Elm St to the south side of Summit Parkway, to be renamed "Centennial Way."

Recommendation: Staff recommends approval of the street name change.

II. GENERAL INFORMATION:

- | | | |
|----|----------------------------|---|
| A. | Applicant: | North Gorge Residential Partners LLC
1421 N. Meadowwood Lane, Suite 200
Liberty Lake, WA 99019 |
| B. | Location of Proposal: | The subject property is the public right-of-way of Centennial Alley from the west side of Elm St to the south side of Summit Parkway the public alley in alignment with Centennial on the east side of Elm St to the south side of Summit Parkway |
| C. | Existing Zoning: | RMF (Residential Multi-Family) |
| D. | Land Use Plan Designation: | West of Elm is designated Residential 15-30, east of Elm is designated CC Core. |
| E. | SEPA Status: | Categorically Exempt |
| F. | Enabling Zoning: | SMC Chapter 17D.050 – Roadway Naming. |
| G. | Hearing Date: | November 18, 2015, 4:00 p.m. |
| H. | Staff Contact: | Tami Palmquist, 625-6157 |

III. DEPARTMENT REPORTS:

Notice and request for comments were sent to the City departments and outside agencies concerned with land development on October 29, 2015, and again on November 6, 2015. Copies of reports from those who responded to the notice and request for comments, if any, will be contained within the public record for this file and made part of this report by reference. Two responses were received from property owners along this stretch of right-of-way. Responses were also received from the Master Street Address Guide of Spokane County, the City of Spokane Public Safety GIS Specialist, the Spokane County GIS Manager, Spokane County Fire Dispatch Division Chief Atwood and City of Spokane Fire Chief Bobby Williams.

IV. CONCLUSIONS:

Procedure. The procedure for naming of roadways is detailed in SMC 17D.050.010 and outlined below:

17D.050.010 - Naming of Roadways – Procedure

- A. Any project permit action that results in a name being created to identify a new roadway, whether public or private, shall comply with the requirements of this chapter. The applicant will designate proposed roadway names. The Director of Planning shall review the proposed roadway names for consistency with this chapter.*
- B. Other than as provided in subsection (A) of this section, a roadway name shall be established or changed by ordinance upon recommendation of the Plan Commission. Any proposed roadway name change shall be consistent with the naming of roadways policy of SMC 17D.050.020.*
- C. Before submitting a proposed roadway name change to the Plan Commission, the Director of Planning shall cause the applicant to give notice to the owners of property fronting on the roadway, the United States Postal Service and emergency dispatching personnel, for the purpose of eliciting comments. The Director shall also cause the applicant to post notice pursuant to SMC 17G.060.120.*

Policy. The policy for naming of roadways is detailed in 17D.050.020 and outlined below:

17D.050.020 – Naming of Roadways – Policy.

- A. Only traveled ways that qualify as roadways may be named.*
- B. All roadways shall be named regardless of whether the ownership is public or private. Without limitation, this includes all roadways that are created within plats, short plats, binding site plans, PUDs and manufactured/mobile home parks. All named roadways shall meet the requirements outlined in SMC 17D.050.020(B)(1-11).*
- C. Roadway name suffixes will be assigned in reference to the nature of the roadway they are describing. The suffixes and corresponding abbreviations are outlined in SMC 17D.050.020(C)(1-14).*

Decision Criteria. The decision criteria for roadway name change is detailed in 17D.050.070 and outlined below:

17D.050.070 – Decision Criteria – Roadway Name Change

Roadway name changes should be approved only when they further the public interest or public safety, specifically in the dispatching of emergency vehicles. A change in the name of an existing roadway is subject to approval by the City Council. The City Council, subsequent to the recommendation of the Plan Commission, may grant a roadway name change if the proposed change is consistent with the policy for naming roadways found in SMC 17D.050.020.

Relevant Facts

Staff has reviewed the application and finds that the proposed street name change meets all the relevant criteria outlined in 17D.050.020 – Naming of Roadways – Policy.

With regards to comments received from emergency dispatch and GIS; Centennial Alley should be renamed to a street designation and not an alley designation so that it shows up in the GIS. The right-of-way measures 25 feet in width along the entire length in question and therefore meets the requirements of a roadway that can be named. The names of the two aligned streets should match, eliminating confusion. Specifically, the name change would further the public interest and public safety in the dispatching of emergency vehicles by eliminating a change in street name on a continuing street.

Therefore, the desired roadway name is specifically consistent with the criteria identified below:

17D.050.020(B)(2): Roadway names shall only change when there is a substantial intersection or significant “visual geometric cue.” Generally continuous roadways shall not be subdivided into segments with different names.

17D.050.020(C)(14): Way (Wy.): A curvilinear roadway.

Citizen Comments

Two comments have been received regarding the street name change. The comments, received by email, indicate that residents along the portion of roadway east of Elm, which are addressed with Elm addresses, are against the name change. Additional comments received, if any, will be presented at the Plan Commission public hearing.

VI. RECOMMENDATION

STAFF CONCLUSION: Based on the above findings, staff supports renaming the roadway “Centennial Way”.



Cannon

College

Elm

Bridge

Summit




Ohio

Falls

Lower Crossing

Main

Elm

- Legend**
-  Parcels
 -  Notification district
 -  Application property

APPLICANT: City of Spokane

PROPOSAL: Renaming Centennial Alley to
Centennial Way
SE 1/4 13-25-42

Prepared by: WTC
Date prepared: 10/27/15
QC'd by:
Date QC'd:

**Spokane City Plan Commission
Findings of Fact, Conclusion, and Recommendation
Proposed Street Name Change for Centennial Alley under the Spokane Municipal
Code chapter 17D.050 Roadway Naming.**

A recommendation from the City Plan Commission to the City Council certifying that the Centennial Way Street Name Change is in conformance with the Spokane Municipal Code.

Findings of Fact:

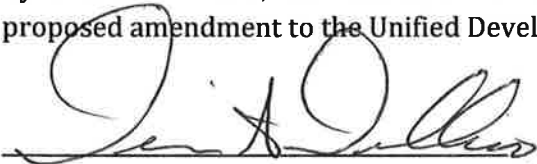
- A.** The City of Spokane, under the Spokane Municipal Code chapter 17D.050, is authorized to establish or change a roadway name by ordinance upon recommendation of the City Plan Commission.
- B.** North Gorger Properties filed a proper and sufficient Street Name Change Application to rename "Centennial Alley" to "Centennial Way" from the west side of Elm St to the south side of Summit Parkway and naming of the public alley in alignment with Centennial Alley on the east side of Elm St to the south side of Summit Parkway.
- C.** The proposed street name change was initiated and processed under the procedures set forth in SMC chapter 17D.050.
- D.** The City Plan Commission conducted a public hearing on December 9, 2015, to receive public comments on the proposed street renaming.
- E.** The City Plan Commission voted to recommend the proposed name of "Centennial Way" and forward this recommendation to the City Council.

Conclusion:

The "Centennial Way" street name change has been reviewed by the City Plan Commission and is found to be in conformance with the procedures, policy, and decision criteria for a street name change in Spokane Municipal Code chapter 17D.050.

Recommendation:

By a vote of 7 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendment to the Unified Development Code, with changes as deliberated.



**Dennis Dellwo, President
Spokane Plan Commission
December 9, 2015**

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

01/11/2016

Date Rec'd

12/10/2015

Clerk's File #

ORD C35342

Renews #**Submitting Dept**

BUSINESS & DEVELOPER SERVICES

Contact Name/Phone

TAMI 625-6157

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Agenda Item Name

4700-AMENDING PORTIONS OF SMC 17G

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

An ordinance relating to Administration and Procedures of the Unified Development Code (UDC); amending SMC sections 17G.010.070, 17G.010.160, 17G.025.010, 17G.050.310, 17G.060.075, 17G.060.210, 17G.060.240, 17G.080.020, 17G.080.040.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact**Budget Account**

Neutral \$

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Select \$

#

Select \$

#

Select \$

#

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

MEULER, LOUIS

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PCED 11/16/15

Finance

KECK, KATHLEEN

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35342

An ordinance relating to Administration and Procedures of the Unified Development Code; amending SMC sections 17G.010.070, 17G.010.160, 17G.025.010, 17G.050.310, 17G.060.075, 17G.060.210, 17G.060.240, 17G.080.020, 17G.080.040

The City of Spokane does ordain:

Section 1. That SMC section 17G.010.070 is amended to read:

Section 17G.010.070 Eligibility of Applicants – Permits Issued Pursuant to the Land Use Codes

A. The laws of various jurisdictions impose requirements upon the persons doing some of the work and conducting some of the activities regulated by this title. Many of the acts regulated by this title affect real property interests. For these reasons applicants for the various permits, licenses, certificates, and other approvals are required to furnish varying data concerning their authority to make the application and perform the acts applied for. The City does not, however, assume responsibility for the accuracy of an applicant's representations concerning entitlement to the approval applied for. The issuance of a permit, license, certificate, or other approval to a person not otherwise authorized does not operate to confer such authority.

B. Building Permits.

To be eligible to obtain any of the various categories of "building" permits, one must be:

1. A contractor with a City of Spokane business license and an active contractor's license from the State of Washington Department of Labor and Industries that is appropriate for the work to be performed; or
2. The property owner as identified by the Spokane County Assessor records on condition that;
 - a. the owner is able to claim exemption from the State of Washington contractor registration requirements; and
 - b. all work is being performed by the owner and others as allowed by law, or by persons duly licensed or certified where required for the nature of the work.
 - c. Exception: Mechanical and boiler permits for any work involving gas piping, equipment, or appliances that are natural gas, liquid

propane gas, or oil fueled can only be issued to appropriately licensed contractors unless the property owner is currently licensed by the City of Spokane to install such piping, equipment, or appliances.

1. ~~To be eligible for a building permit, a person must be either:~~
 - a. ~~a contractor currently holding a valid license or certificate of registration in the appropriate category; or~~
 - b. ~~able to claim under any exemption from the contractor registration act, other than that for occupants and owners of residential property, and be otherwise qualified; or~~
 - c. ~~the resident owner of a single family residence.~~

2. ~~Exception.~~

~~Additionally, an electrical permit may be issued to the owner of a commercial or industrial building for:~~

- a. ~~the alteration, change, or extension of electrical wiring, apparatus, or fixtures in existing buildings; or~~
- b. ~~wiring of apparatus, special equipment, or fixtures;~~

~~on condition that all work, if not done by an electrical contractor, be done by a licensed electrician who is regularly employed full time in the maintenance of the electrical system of the premises.~~

3. ~~Exception.~~

~~The owner of an existing residential building, of combustible type construction, not exceeding twelve dwelling units nor three stories in height, may for the purpose of occupancy by the owner or a tenant or lessee of the owner, but not for the purpose of sale when the property has been owner-occupied less than twelve months, obtain a permit to repair or remodel the building (including such work as framing, roofing, and sheetrock) and its electrical and plumbing systems, but not any work requiring a mechanical permit, on condition that all work be done by the owner-permittee and others as allowed by law, or persons duly licensed or certificated where required by law for the nature of the work.~~

C. Encroachments in Public Ways.

Applications for building projections, sidewalk openings, fences, or other encroachments under SMC 17G.010.140 must be made by or on behalf of all property owners as described in SMC 17G.010.070.

D. Certificates of Occupancy.

Applications for certificates of occupancy may be made by any owner, contractor, lessee, tenant, mortgagee, trust deed beneficiary, or representative having the right of possession or right-of-entry.

E. Safety Certifications.

Applications for safety or code compliance certifications may be made by any owner, contractor, lessee, tenant, mortgagee, trust deed beneficiary, or representative having the right of possession or right-of-entry.

F. Contractor Licenses.

The eligibility of licensees as contractors is set forth in SMC 17G.010.190.

G. Workers Licenses.

The eligibility of licensees as regulated workers is set forth in SMC 17G.010.200.

H. Special Construction Activities.

The eligibility of permittees for special construction activities is set forth in SMC 17G.010.210.

Section 2. That SMC section 17G.010.160 is amended to read:

Section 17G.010.160 Application for Approval of Encroachment

- A. When a structure or part thereof or appendage thereto, such as footings, balconies, marquees, awnings and architectural projections, is to project into, above, or below the right of way of any public way, the applicant shall conspicuously show the encroachment on the plans and specifications of the building permit application so as to demonstrate compliance with the requirements of chapter 32 (~~(UBC)~~) IBC.
- B. Any person who proposes to install any opening in a public sidewalk, such as an elevator or other structure with a door which opens vertically to the sidewalk, must make written application to the (~~(engineering services director)~~) City Engineer. The applicant shall furnish complete details of the construction and installation, including specifications for the door, hatch or other covering, and drawings showing the precise location of the opening with reference to the curblin, building line and existing utility lines and facilities.
- C. A property owner proposing to use such portion of the right-of-way of a public street or alley as is not used or needed presently or in the foreseeable future for public travel, for the purposes of constructing, installing or planting fences, hedges or similar improvements, shall make application to the (~~(department of building services)~~) Development Services Center in the form of an acknowledged agreement whereby the property owner covenants to remove the encroachment and restore the property to its former condition upon thirty days' notice by the City. (~~(The department of building services seeks the approval or disapproval of the application by the director of engineering services.)~~) Any department reviewing the application may require the

applicant to furnish a plot plan, plans and specifications, or other data required to properly evaluate the proposal.

Section 3. That SMC section 17G.060.240 is amended to read:

Section 17G.060.240 Expiration of Permits

- A. Table 17G.060-3 indicates the expiration provisions for land use permits within the City of Spokane.
- B. The term for a permit shall commence on the date of the hearing examiner or director's decision provided, that in the event the decision is appealed, the effective date shall be the date of decision on appeal. The term for a shoreline permit shall commence on the effective date of the permit as defined in WAC 173-27-090.
- C. A permit under this chapter shall expire if, on the date the permit expires, the project sponsor has not submitted a complete application for building permit or the building permit has expired.
- D. In accordance with WAC 173-27-090, the director may authorize a single extension before the end of the time limit for up to one year if a request for extension has been filed before the expiration date and notice of the proposed extension is given to the parties of record and to the department of ecology. The extension must be based on reasonable factors. Extensions of time for plats, short plats and binding site plan are subject to the extension provisions of SMC 17G.080.020(M) ~~((and (N)))~~.

Section 4. That SMC section 17G.050.310 is amended to read as follows:

Section 17G.050.310 Right of Appeal

- A. The applicant ~~((or))~~ or a person with standing as defined in chapter 17A.020 SMC may appeal to the hearing examiner a decision of the director of planning services, engineering services, the building official, the responsible official under SEPA as provided in SMC 17G.060.210 and the landmarks commission related to applications for certificate of appropriateness and determination of eligibility under SMC 17D.040.230 by filing with the permit application department a written appeal within fourteen days of the date of the written decision.
- B. The applicant, a person with standing, or a City department may appeal ~~((to the city council any decision of the))~~ decisions of the hearing examiner ~~((, except as provided in))~~ as provided in SMC 17G.060.210. ~~((, by filing with the permit application department a written appeal within fourteen days of the date of the written decision of the hearing examiner.))~~

Section 5. That SMC section 17G.060.075 is amended to read as follows:

Section 17G.060.075 Shoreline Substantial Development Permit Letter of Exemption Procedure

- A. State law and the shoreline master program specifically exempt certain types of development from the requirement of obtaining a shoreline substantial development permit. The types of development that are exempted are listed in SMC 17E.060.3200 and WAC 173-27-040. No exempt development, use or activity shall be undertaken within the jurisdiction of the Shoreline Management Act (chapter 90.58 RCW or its successor) and the shoreline master program unless a statement of exemption has been obtained from the director. Burden of proof that a development or use is exempt from the permit process is on the applicant.
- B. Application procedure for a letter of exemption from a shoreline substantial development permit is the same as for any shoreline permit as defined in SMC 17G.060.070 with these additional application materials:
 - 1. Written explanation of exemption type as defined in SMC 17E.060.3200 and WAC 173-27-040.
 - 2. A contractor's bid to verify the total cost or fair market value of the proposal including labor and material, if the proposed exemption category is below the dollar threshold defined in WAC 173-27-040.
 - 3. A statement from a structural engineer licensed by the State of Washington to verify the need for immediate action, in order to address the imminent threat to public health and safety on the property, if proposed exemption category is for emergency construction as defined in WAC 173-27-040.
- C. All development within the shoreline, even when an exemption from the requirement of a substantial development permit is granted, must be consistent with the policies of the Shoreline Management Act and the shoreline master program. Conditions may be attached to the approval of a shoreline exemption in order to assure consistency of the project with the Shoreline Management Act and the shoreline master program (WAC 173-27-040).
- D. A letter of exemption from a shoreline substantial development permit is not always an exemption from a shoreline conditional use permit or a shoreline variance. A development or use that is listed as a conditional use pursuant to the SMP regulations or is an unlisted use, must obtain a conditional use permit even though the development or use does not require a substantial development permit. When a development or use is proposed that does not comply with the bulk, dimensional and performance standards of the master program, such development or use can only be authorized by approval of a variance (WAC 173-27-040).

E. In the case of shoreline projects with federal permit review and upon completion of a letter of exemption, the director must submit to ecology:

1. Letter of exemption.
2. Site plan.
3. What is being approved; and
4. Conditions of approval.

It must also state the specific exemption provision from WAC 173-27-040 and SMC 17E.060.3200 and provide a summary of analysis of the consistency of the project with the SMP and the SMA. It shall contain any SEPA determination made and include the permit data sheet and transmittal letter form (WAC 173-27-990 Appendix A).

F. The director shall review watershed restoration projects as defined in WAC 173-27-040 for consistency with the SMP and shall issue a decision along with any conditions within forty-five days of receiving from the applicant all materials necessary to review the request for exemption. No fee may be charged for accepting and processing requests for exemption for watershed restoration projects as defined in WAC 173-27-040.

Section 6. That SMC section 17G.060.210 is amended to read as follows:

Section 17G.060.210 Appeals

- A. The provisions of this section shall apply to any written order, requirement, permit, decision, or determination made under the land use codes. ~~((The hearing examiner shall consider the appeal in accordance with procedures set forth in chapter 17G.050 SMC and the hearing examiner's rules of procedure.))~~
- B. Appeal ~~((or request for reconsideration))~~ of a director's decision on a ~~((Type I and Type II))~~ project permit application is to the hearing examiner as an open record appeal, except appeals of building permits that are not related to the land use codes shall go before the building construction review board pursuant to chapter 4.06 SMC and appeals related to the fire code shall be heard by the fire code advisory board pursuant to chapter 4.08 SMC. The hearing examiner shall consider the appeal in accordance with procedures set forth in chapter 17G.050 SMC and the hearing examiner's rules of procedure.
- C. Appeal of ~~((the))~~ a hearing examiner's decisions ~~((on a Type III project permit application are))~~ is to superior court, except rezones, PUDs, preliminary long plats, and skywalk permits are appealable to city council as a closed record appeal hearing and are subject to the procedures in chapter 17G.050 SMC.

- D. Shoreline substantial development permits decisions, after final decision by the City, may be appealed within twenty-one days from the "date of filing" or the date of actual receipt by the Department of Ecology (~~((date the department of ecology receives the final decision))~~); appeal is made to the shorelines hearings board.
- E. Shoreline conditional use permits and shoreline variance permits may be appealed to the shorelines hearings board within twenty-one days from the "date of filing" or the date the decision of the Department of Ecology is transmitted to the City of Spokane (~~((date of transmittal by the department of ecology of the final decision to the City))~~). If, as a result of the appeal process, the project has been modified, the director must reissue the permit according to WAC chapter 173-27-130 and submit a copy of the reissued permit to the department of ecology.
- F. Except as otherwise provided, ~~((A))~~ appeals or requests for reconsideration from decisions (~~((or rulings))~~) shall be ~~((made))~~ filed within fourteen calendar days of the date of the ~~((written order))~~ decision. ~~((or within seven days of the date of issuance of the decision on a request for reconsideration.))~~ If the last day for filing an appeal falls on a weekend day or a holiday, the last day for filing shall be the next working day. The appeal or request for reconsideration is filed in the department that is responsible for the permit application, except an appeal to superior court must be filed as a land use petition to the court within twenty-one days of the date of the written decision is ~~((signed))~~ issued.
- G. An appeal or request for reconsideration ~~((of the director or hearing examiner))~~ shall take the form of a written statement of the alleged reason(s) the decision was in error, or specifying the grounds for appeal or reconsideration. The following information, accompanied by an appeal fee as specified in chapter 8.02 SMC, shall be submitted. All fees including transcript deposit fees must be paid by the appellant no later than the last day to file the appeal. The appellant shall pay the cost of a written transcript within five days of the receipt of the hearing examiner's statement for the cost. An appeal application is not considered complete until all required fees are paid. Failure to timely pay all fees results in dismissal of the appeal with prejudice. The appeal or request for reconsideration application shall contain:
- a. file number of the decision;
 - b. an indication of facts that establish the appellant's right to ~~((appeal or request reconsideration))~~ the relief requested;
 - c. an identification of exceptions and objections to the decision being appealed or reconsidered, or an identification of errors in fact or conclusion;
 - d. the requested relief from the decision being appealed or reconsidered;
 - e. any other information reasonably necessary to make a decision on the appeal or reconsideration;

- f. failure to set forth specific errors or grounds for appeal shall result in summary dismissal of the appeal or reconsideration request.
- H. The appeal or request for reconsideration is rejected if:
- a. it is filed by a person without standing as specified in chapter 17A.020 SMC;
 - b. an appeal decision is being sought from a decision-maker not authorized by this chapter to make such a decision;
 - c. it is not timely filed;
 - d. the appeal fees have not been paid; or
 - e. it is not filed in accordance with the procedures of this chapter.
- I. An appeal or request for reconsideration stays the underlying decision pending final disposal of the appeal (~~or other requests for relief~~), unless the action ordered in the decision is necessary to protect the public health or safety, or unless the appeal is required to be filed in superior court. Filing a suit or action in court does not stay the final decision unless and until the court, pursuant to RCW 36.70C.100, issues an order.
- J. Notice of Appeal.
 Notice of a hearing by the hearing examiner on an ~~an ((request for reconsideration or))~~ appeal ~~((of a Type I or Type II project permit))~~ is given to the director, appellant, applicant, and any party of record. This notice is mailed through regular U.S. mail or personally served at least fourteen days prior to the hearing. The notice of appeal contains the following information:
- a. Location of the property including a map sufficient to clearly locate the site.
 - b. Description of the proposed action.
 - c. Name of the applicant.
 - d. Application name and number.
 - e. Decision made on the application, including the environmental threshold determination.
 - f. Name of the appellant if other than the applicant.
 - g. Date, time, and place of hearing.
 - h. A statement of whether the appeal is on the record or if new information will be allowed; and
 - i. Name, address, and office telephone number of the City official from whom additional information may be obtained.

Section 7. That SMC section 17G.080.020 is amended to read as follows:

Section 17G.080.020 General Provisions

A. Authority and Administration.

This chapter is adopted pursuant to chapters 36.70A and 58.17 RCW. The director is assigned the duty to administer, interpret and enforce the requirements of this chapter. The director establishes administrative rules and requires the use of such forms as needed for the administration of subdivision under this chapter.

B. Exemptions.

The provisions of this chapter shall not apply to:

1. cemeteries and other burial plots while used for that purpose;
2. divisions made by testamentary provisions, or the laws of descent; provided, that newly created parcels are subject to all zoning and building code regulations in effect at the time of the application;
3. the actions of governmental agencies, such as acquiring land for the purpose of adding to existing public road rights-of-way, creation of new public road rights-of-way, or other public road construction purposes;
4. a division of land pursuant to the requirements of RCW 58.17.035 for the purpose of lease or rent when no residential structure other than mobile homes or travel trailers are permitted to be placed upon the land;
5. the creation of condominium units pursuant to chapters 64.32 or 64.34 RCW;
6. acquisition of land by the City for:
 - a. such public purposes as a park, reservoir or other public utility facility when the site is surveyed and recorded as provided in chapter 58.09 RCW; or
 - b. Additional street right-of-way;
7. an adjustment of boundary lines in accordance with the provisions of this chapter.

C. Expiration of Approval.

~~((Approval of a preliminary subdivision, short subdivision or binding site plan shall automatically expire five years after preliminary approval is granted, except that a time extension may be granted))~~ A final plat, final short plat or final binding site plan meeting all requirements of Chapter 17G.080 Subdivisions shall be submitted to the director within the timelines of RCW 58.17.140. A time extension may be requested for a preliminary subdivision plat, preliminary short subdivision plat or preliminary binding site plan, as provided in subsection ((M)) (L) of this section.

D. Alteration, Vacation and Redivision of Final Plat, Short Plat or Binding Site Plan.

1. Alteration.

The alteration of any plat, short plat or binding site plan or portion thereof, except as provided in subsection (B)(7) of this section, is subject to the

procedures set forth in RCW 58.17.215. The hearing examiner pursuant to chapter 17G.050 SMC shall conduct the public hearing required under this statute. When the application is for an alteration that substitutes private streets for City street/right-of-way the applicant shall:

- a. obtain approval from the director of engineering services prior to application for alteration;
- b. if the director of engineering services denies the request for private streets, the applicant may apply for a street vacation as set forth in chapter 35.79 RCW. The approval of the street vacation is required prior to a decision on the alteration by the hearing examiner.

2. Vacation.

- a. When the application is for the vacation of the City street/right-of-way, the procedures for street vacation set forth in chapter 35.79 RCW shall be utilized. The city council shall conduct the public hearing required under this statute.
- b. When the application is for the vacation of the plat together with the City streets/right-of-way the procedure for vacation set forth in RCW 58.17.212 shall be utilized. The hearing examiner pursuant to chapter 17G.050 SMC shall conduct the public hearing required under this statute.

3. Redivision of Platted Lots.

- a. The division of a lot located in a recorded plat, binding site plan or short plat shall be processed as a new application in accordance with the provisions of this chapter. Lot lines within an existing subdivision may be adjusted in accordance with the procedures for SMC 17G.080.030, Boundary line adjustment, without redivision providing that no new or substandard lots are created.
- b. When the application is for a redivision which replaces private streets with City street/right-of-way, the applicant shall:
 - i. obtain approval from the director of engineering services prior to application for redivision;
 - ii. if the director of engineering services denies the request for private streets, the applicant may apply for a street vacation as set forth in chapter 35.79 RCW. The approval of the street vacation is required prior to a decision on the redivision by the hearing examiner.

E. Names of Plats, Short Plats and Binding Site Plans.

The name of a plat, short plat or binding site plan shall be approved by the director prior to the submittal of the final plat, short plat or binding site plan. A name that is similar to or the same as an existing recorded plat, short plat or binding site plan on file with the Spokane county auditor is not permitted. The following format shall be followed for naming plats, short plats and binding site plans:

1. Short plats: " _____ City Short Plat, File No. ____."
2. Plats:
 - a. City View Addition.
 - b. City View 1st Addition.
 - c. City View 2nd Addition.
 - d. City View 3rd Addition.
3. Binding site plans: " _____ BSP, File No. _____."

F. Street Names.

The names of all public and private streets shall be approved by the director of engineering services prior to recording of the plat, short plat or binding site plan and shall meet the requirements of chapter 17D.050 SMC.

G. Modification to a Preliminary Plat, Short Plat or Binding Site Plan.

A request to modify a preliminary plat, short plat or binding site plan that has received preliminary approval shall be submitted to the director.

1. Substantial Modifications.

Revisions that result in a substantial change, as determined by the director, shall be treated as a new application for purposes of vesting and concurrency and shall be reviewed and approved under the same process required for a preliminary subdivision, short subdivision or binding site plan. For the purpose of this section, substantial change includes:

- a. the creation of additional lots or the inclusion of additional area; or
- b. a significant change in the proposal, including changes in points of ingress or egress; or alteration of conditions of approval that leads to significant built or natural environmental impacts that were not addressed in the original approval;
- c. change of use.

2. Minor Modifications.

The following modifications are considered minor and may be approved administratively by the director:

- a. Engineering design that does not alter or eliminate features specifically required as a condition of preliminary subdivision approval;
- b. Changes in lot dimensions that are consistent with the underlying zone;
- c. A decrease in the number of lots to be created so long as the minimum lot size and minimum density of the underlying zone is maintained; or
- d. Changes in phasing plans that do not significantly impact the plat and are acceptable to the director of engineering services and non-City service providers.

H. Monument/Survey Data Requirements for Plats, Short Plats and Binding Site Plans.

1. All final plats, short plats and binding site plans shall be surveyed and monuments installed.
2. Every final plat, short plat and binding site plan shall show the following:
 - a. All monuments found, set, reset, replaced or removed, describing their kind, size and location and giving other data relating thereto.
 - b. Bearing trees, corner accessories or witness monuments, bearing and length of lines.
 - c. Any other data necessary for the intelligent interpretation of the various items and locations of the points, lines and areas shown.
 - d. Ties to adjoining surveys of record.
3. Every final plat, short plat and binding site plan shall conform to the following standards:
 - a. The allowable error of mathematical closure for the final plat map shall not exceed one foot in eighty thousand feet or 0.04 feet, whichever is greater.
 - b. Bearings and lengths are to be shown for all lines; no ditto marks are to be used.
 - c. Arrows shall be used to show limits of bearings and distances whenever any chance of misinterpretation could exist.
 - d. Plat boundary and street monument lines having curves shall show radius, arc, central angle and tangent for each curve and radial bearings where curve is intersected by a non-tangent line. Spiral curves shall show chord bearing and length.
 - e. Lots along curves shall show arc length and include angle (delta) along curve and radial bearings at lot corners where the lot line is non-radial. If a curve table is provided, it shall show the included angle (delta), radius, and arc length for each segment of the curve along each lot. Radial bearings on non-radial lot lines are still required. Radial bearings shall be provided for all non-tangent curves.
4. All dimensions shall be shown in feet and hundredths of a foot. All bearings and angles shall be shown in degrees, minutes and seconds.
5. When elevations are required on the final plat, permanent bench mark(s) shall be shown on the final plat in a location and on a datum plane approved by the director of engineering services.
6. The final plat shall indicate the actual net area for each platted lot exclusive of the right-of-way. Lots one acre and over shall be shown to the closest hundredth of an acre, and all other lots shall be shown in square feet.

I. Fees.

All applications shall include the fees set forth in chapter 8.02 SMC.

J. Enforcement and Penalties.

Any person, firm, corporation or association or any agent of any person, firm, corporation or association who violates any provision of this chapter or chapter 58.17 RCW relating to the sale, offer for sale, lease or transfer of any lot, tract or parcel of land, shall be guilty of a gross misdemeanor and each sale, offer for sale, lease or transfer of each separate lot, tract or parcel of land in violation of any provision of this chapter or any local regulation adopted pursuant thereto, shall be deemed a separate and distinct offense.

K. Appeals.

Appeals of this chapter shall be governed by chapters 17G.050 and 17G.060 SMC.

L. Extensions of Time.

An approved preliminary subdivision, short plat and binding site plan may receive a one-time, one-year time extension.

1. The applicant shall comply with all of the following:
 - a. The extension request shall be filed with the director at least thirty days prior to the expiration of the approval.
 - b. The applicant must have finalized at least one phase.
 - c. The application shall demonstrate that construction plans have been submitted and are under review for acceptance by the City prior to submission for extension or that the applicant is in the process of installing infrastructure for the development.
 - d. The project shall be consistent with the comprehensive plan.
 - e. The applicant shall demonstrate that there are no significant changes in conditions that would render approval of the extension contrary to the public health, safety or general welfare; and
 - f. Valid concurrency certificate.
2. The director shall take one of the following actions upon receipt of a timely extension request:
 - a. Approve the extension request if no significant issues are presented under the criteria set forth in this section.
 - b. Conditionally approve the application if any significant issues presented are substantially mitigated by minor revisions to the original approval; or
 - c. Deny the extension request if any significant issues presented cannot be substantially mitigated by minor revisions to the approved plan.
3. A request for extension approval shall be processed as a Type I action under chapter 17G.060 SMC.

M. Sunset Provision.

1. For subdivision applications with preliminary approval on or before the effective date of this ordinance, the time remaining to complete final plat approval for all lots is the remainder of the five years allowed by chapter 58.17 RCW. In this case, the applicant may receive a one-time extension of one year under the provisions of subsection (L) of this section.
2. For subdivision applications with final plat approval for one or more phases on or before the effective date of this ordinance, the time remaining to complete final plat approval for all lots is the greater of either the remainder of the five years allowed by chapter 58.17 RCW or three years from the effective date of the ordinance codified in this chapter.
3. Extensions of the Sunset Provision.
The director may grant five-year extensions to the time period under subsection (M)(2) of this section for preliminary subdivisions upon the following:
 - a. An application with supporting data for a time extension request must be submitted to the director no less than thirty days prior to the expiration of the preliminary subdivision.
 - b. The preliminary subdivision has a minimum of one hundred lots or dwelling units remaining to be finalized as of the effective date of the ordinance codified in this chapter.
 - c. The applicant must have finalized at least one phase including the installation of infrastructure and recording of lots, by the end of the three years granted under subsection (M)(2) of this section or since the last time extension.
 - d. The application shall demonstrate compliance with all of the following:
 - i. The project is consistent with the comprehensive plan.
 - ii. The project is consistent with current development standards; and
 - iii. The project has a valid concurrency certificate. This certificate may be based on a new review of the project or extension of an existing concurrency certificate.
 - e. Provided all of the conditions in subsections (M)(3)(a) through (d) of this section are met, the director may include additional or altered conditions and requirements to the preliminary plat approval. A time extension granted as a result of administration delays are not subject to additional or altered conditions.
 - f. The director shall issue a written decision approving or denying the time extension request and provide copies to affected agencies, the applicant and those parties requesting a copy of the decision. Appeals of the time extension shall be filed consistent with the provisions of chapter 17G.050 SMC.

Section 8. That SMC section 17G.080.040 is amended to read as follows:

Section 17G.080.040 Short Subdivisions

A. Predevelopment Meeting

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

B. Preliminary Short Plat Application and Map Requirements

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

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

2. Contents of Preliminary Short Plat Map

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

- a. Plat name and the name of any subdivision to be replatted.

- b. The name, mailing address and phone number of the owner and the person with whom official contact should be made regarding the application.
- c. Surveyor's name, mailing address and phone number.
- d. Legal description.
- e. Section, township and range.
- f. Vicinity map.
- g. North arrow, scale and date.
- h. Datum plane.
- i. Acreage.
- j. Number of lots and proposed density.
- k. Zoning designation.
- l. The boundary lines of the proposed subdivision.
- m. City limits and section lines.
- n. Park or open space (if proposed).
- o. Existing topography at two-foot maximum interval.
- p. The boundaries and approximate dimensions of all blocks and lots, together with the numbers proposed to be assigned each lot and block, and the dimensions, square footage and acreage of all proposed lots and tracts.
- q. Proposed names of streets.
- r. The location and widths of streets, alleys, rights-of-way, easements (both public and private), turn around and emergency access, parks and open spaces.
- s. Conditions of adjacent property, platted or unplatted, and if platted, giving the name of the subdivision. If the proposed short plat is the subdivision of a portion of an existing plat, the approximate lines of the existing plat are to be shown along with any and all recorded covenants and easements.
- t. The names and address of the record owners and taxpayers of each parcel adjoining the subdivision.
- u. Indicate any street grades in excess of eight percent.
- v. The location and, where ascertainable, sizes of all permanent buildings, wells, wellhead protection areas, sewage disposal systems, water courses, bodies of water, flood zones, culverts, bridges, structures, overhead and underground utilities, railroad lines, and other features existing upon, over or under the land proposed to be subdivided, and identifying any which are to be retained or removed.
- w. Proposed one-foot strips for right-of-way conveyed to the City, in cases where a proposed public street or alley abuts unplatted land.

- x. If a body of water forms the boundary of the plat, the ordinary high water mark as defined in chapter 90.58 RCW.
- y. Critical areas as defined in chapters 17E.020, 17E.030, 17E.070 and 17G.030 SMC.
- z. Significant historic, cultural or archaeological resources; and
- aa. If the proposal is located in an irrigation district, the irrigation district name.

C. Review of Preliminary Short Plat

The application shall be reviewed in accordance with the procedures set forth in chapter 17G.060 SMC for a Type II application.

D. Public Notice

All public notice of the application shall be given in accordance with the procedures set forth in chapter 17G.060 SMC for a Type II application.

E. Preliminary Short Plat Approval Criteria

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

F. Final Short Plat Review Procedure

1. The subdivider shall submit to the director for review the following:
 - a. A final short plat, prepared by a registered land surveyor licensed in the state of Washington, consistent with the approved preliminary short plat.
 - b. A title report less than thirty days old confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.
 - c. Covenants, conditions and restrictions, if applicable; and
 - d. Fees pursuant to chapter 8.02 SMC.
2. Within thirty days, unless the applicant has consented to a longer period of time, of receipt of a proposed final short plat, the director shall review the plat for conformance with all conditions of the preliminary short plat approval, the requirements of this chapter and that arrangements have been made to insure the construction of required improvements. If all such conditions are met, the director shall approve the final short plat and authorize the recording of the plat. If all conditions are not met, the director shall provide the applicant in writing a statement of the necessary changes to bring the final short plat into conformance with the conditions.

- a. If the final short plat is required to be resubmitted, the subdivider is required to provide the following:
 - i. A cover letter addressing the corrections, additions or modifications required.
 - ii. Title report no older than thirty days from issuance of a title company conforming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication; and
 - iii. The required number of copies of the corrected final short plat map.
3. If the final short plat is approved, the surveyor causes the plat to be signed by the Spokane county treasurer and file of record with the Spokane county auditor. The surveyor is required to file the appropriate number of ((silverstick)) mylar and bond copies of the recorded short plat with the director.

G. Final Short Plat Map Requirements

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

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

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

Signed _____ (Seal)"

- b. A certification by the city treasurer, as applicable:
 - i. "I hereby certify that the land described by this plat, as of the date of this certification, is not subject to any local

improvement assessments. Examined and approved, this _____ day of _____, 20__.

City of Spokane Treasurer”

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

City of Spokane Treasurer”

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

City of Spokane Treasurer”

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

City of Spokane Planning Director”

- d. The certification by the city engineer, as follows:
“Approved as to compliance with the survey data, the design of public works and provisions made for constructing the improvements and permanent control monuments this _____ day of _____, 20__.

City of Spokane Engineer”

- e. The certification by the Spokane county treasurer, as follows:
“I hereby certify that the land described in this plat, as of the date of this certification, is not subject to any outstanding fees or assessments. Examined and approved _____ day of _____, 20__.

Spokane County Treasurer”

- f. The certification by the Spokane county auditor on each page of the final short plat including the time, date, book and page number of the recording of the final mylar.
- g. Signature of every owner certifying that:

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

H. Filing.

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

I. Redivision.

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

ADOPTED 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
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

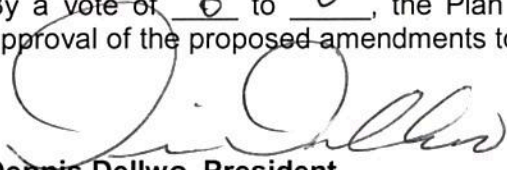
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

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 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**

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

01/11/2016

Date Rec'd

12/10/2015

Clerk's File #

ORD C35343

Renews #**Submitting Dept**

BUSINESS & DEVELOPER SERVICES

Contact Name/Phone

TAMI 625-6157

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Agenda Item Name

4700-AMENDING SMC SECTIONS 17A.020.030 AND 17A.020.060

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

An ordinance relating to definitions used in the Unified Development Code (UDC); amending SMC sections 17A.020.030 and 17A.020.060.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MEULER, LOUIS

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PCED 11/16/15

Finance

KECK, KATHLEEN

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35343

An ordinance relating to definitions used in the Unified Development Code; amending SMC sections 17A.020.030 and 17A.020.060.

The City does ordain:

Section 1. That SMC section 17A.020.030 is amended to read as follows:

Section 17A.020.030 “C” Definitions

- A.
Candidate Species. A species of fish or wildlife, which is being reviewed, for possible classification as threatened or endangered.
- B.
Carport. A carport is a garage not entirely enclosed on all sides by sight-obscuring walls and/or doors.
- C.
Cellular Telecommunications Facility. They consist of the equipment and structures involved in receiving telecommunication or radio signals from mobile radio communications sources and transmitting those signals to a central switching computer that connects the mobile unit with the land-based telephone lines.
- D.
Central Business District. The general phrase “central business district” refers to the area designated on the comprehensive plan as the “downtown” and includes all of the area encompassed by all of the downtown zoning categories combined.
- E.
Certificate of Appropriateness. Written authorization issued by the commission or its designee permitting an alteration or significant change to the controlled features of a landmark or landmark site after its nomination has been approved by the commission.
- F.
Certificate of Capacity. A document issued by the planning services department indicating the quantity of capacity for each concurrency facility that has been reserved for a specific development project on a specific property. The document may have conditions and an expiration date associated with it.

G. Certified Erosion and Sediment Control Lead (CESCL). An individual who is knowledgeable in the principles and practices of erosion and sediment control. The CESCL shall have the skills to assess the:

1. site conditions and construction activities that could impact the quality of stormwater, and
2. effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

The CESCL shall have current certification through an approved erosion and sediment control training program that meets the minimum training standards established by the Washington State department of ecology.

H. Change of Use. For purposes of modification of a preliminary plat, “change of use” shall mean a change in the proposed use of lots (e.g., residential to commercial).

I. Channel Migration Zone (CMZ). A corridor of variable width that includes the current river plus adjacent area through which the channel has migrated or is likely to migrate within a given timeframe, usually one hundred years.

J. Channelization. The straightening, relocation, deepening, or lining of stream channels, including construction of continuous revetments or levees for the purpose of preventing gradual, natural meander progression.

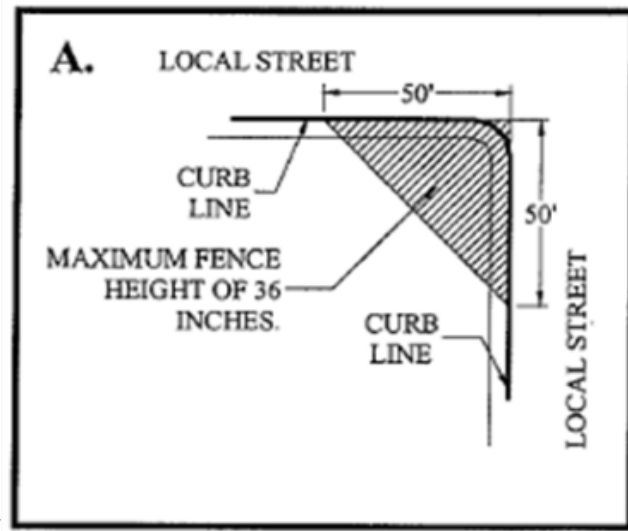
K. City. The City of Spokane, Washington.

L. Clear Street Width. The width of a street from curb to curb minus the width of on-street parking lanes.

M. Clear Pedestrian Zone. Area reserved for pedestrian traffic; typically included herein as a portion of overall sidewalk width to be kept clear of obstructions to foot traffic.

N. Clear View Triangle. A clear view maintained within a triangular space at the corner of a lot so that it does not obstruct the view of travelers upon the streets.

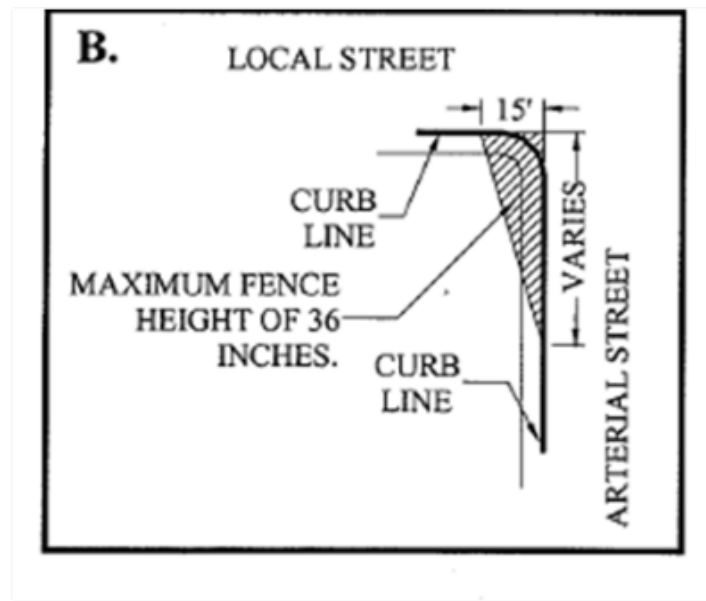
A right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street;



or

1.

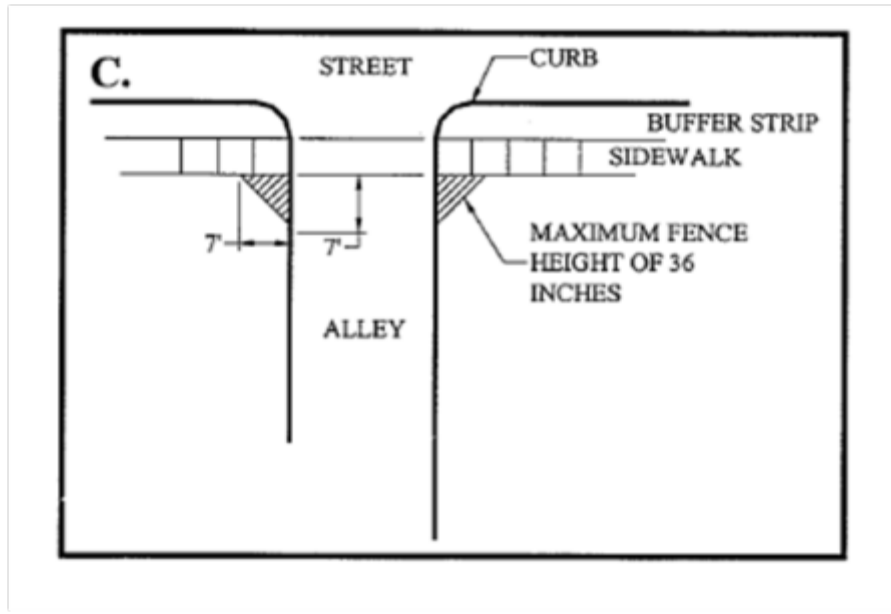
A right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or



A right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:

a. the inside line of the sidewalk; or

- b. if there is no sidewalk, a line seven feet inside the curb line.



- O. **lear** Zone.
An unobstructed, relatively flat area provided beyond the edge of the traveled way for the recovery of errant vehicles.

- P. **Clearing.**
The removal of vegetation or plant cover by manual, chemical, or mechanical means. Clearing includes, but is not limited to, actions such as cutting, felling, thinning, flooding, killing, poisoning, girdling, uprooting, or burning.

- Q. **liffs.**
1. type of habitat in the Washington department of fish and wildlife (WDFW) priority habitat and species system that is considered a priority due to its limited availability, unique species usage, and significance as breeding habitat. Cliffs are greater than twenty-five feet high and below five thousand feet elevation.
 2. "cliff" is a steep slope of earth materials, or near vertical rock exposure. Cliffs are categorized as erosion landforms due to the processes of erosion and weathering that produce them. Structural cliffs may form as the result of fault displacement or the resistance of a cap rock to uniform downcutting. Erosional cliffs form along shorelines or valley

walls where the most extensive erosion takes place at the base of the slope.

R. Closed Record Appeal Hearing.
A hearing, conducted by a single hearing body or officer authorized to conduct such hearings, that relies on the existing record created during a quasi-judicial hearing on the application. No new testimony or submission of new evidence and information is allowed.

S. Collector Arterial.
A relatively low speed street serving an individual neighborhood.

1.
Collector arterials are typically two-lane roads with on-street parking.

2.
Their function is to collect and distribute traffic from local access streets to principal and minor arterials.

T. Co-location.
Is the locating of wireless communications equipment from more than one provider on one structure at one site.

U. Colony.
A hive and its equipment and appurtenances, including one queen, bees, comb, honey, pollen, and brood.

V. Commercial Driveway.
Any driveway access to a public street other than one serving a single-family or duplex residence on a single lot.

W. Commercial Vehicle.
Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

X. Commission – Historic Landmarks.
The City/County historic landmarks commission.

Y. Community Banner.
A temporary banner made of sturdy cloth or vinyl that is not commercial advertising that has the purpose of the promotion of a civic event, public service announcement, holiday decorations, or similar community and cultural interests and is placed on a structure located in the public right-of-way, subject to procedures authorized by city administrator.

Z. Community

Meeting.

An informal meeting, workshop, or other public meeting to obtain comments from the public or other agencies on a proposed project permit prior to the submission of an application.

1. community meeting is between an applicant and owners, residents of property in the immediate vicinity of the site of a proposed project, the public, and any registered neighborhood organization or community council responsible for the geographic area containing the site of the proposal, conducted prior to the submission of an application to the City of Spokane.
2. community meeting does not constitute an open record hearing.
3. the proceedings at a community meeting may be recorded and a report or recommendation shall be included in the permit application file.

AA. Compensatory

Mitigation.

Replacing project-induced wetland losses or impacts, and includes, but is not limited to, the following:

1. restoration.
The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or degraded wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into re-establishment and rehabilitation.
2. re-establishment.
The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.
3. rehabilitation.
The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of a

degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland.

4.

reation (Establishment).

The manipulations of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species.

5.

enhancement.

The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

6.

rotection/Maintenance (Preservation).

Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements, repairing water control structures or fences or structural protection such as repairing a barrier island. This term also includes activities commonly associated with the term preservation. Preservation does not result in a gain of wetland acres, may result in a gain in functions, and will be used only in exceptional circumstances.

AB.

Comprehensive

Plan.

The City of Spokane comprehensive plan, a document adopted pursuant to chapter 36.70A RCW providing land use designations, goals and policies regarding land use, housing, capital facilities, housing, transportation, and utilities.

AC. Conceptual Landscape Plan.
A scale drawing showing the same information as a general site plan plus the location, type, size, and width of landscape areas as required by the provisions of chapter 17C.200 SMC.

7. The type of landscaping, L1, L2, or L3, is required to be labeled.
8. It is not a requirement to designate the scientific name of plant materials on the conceptual landscape plan.

AD. Concurrency Certificate.
A certificate or letter from a department or agency that is responsible for a determination of the adequacy of facilities to serve a proposed development, pursuant to chapter 17D.010 SMC, Concurrency Certification.

AE. Concurrency Facilities.
Facilities for which concurrency is required in accordance with the provisions of this chapter. They are:

1. transportation,
2. public water,
3. fire protection,
4. police protection,
5. parks and recreation,
6. libraries,
7. solid waste disposal and recycling,
8. schools, and
9. public wastewater (sewer and stormwater).

AF. Concurrency Test.
The comparison of an applicant's impact on concurrency facilities to the available capacity for public water, public wastewater (sewer and stormwater), solid waste disposal and recycling, and planned capacity for transportation, fire protection, police protection, schools, parks and recreation, and libraries as required in SMC 17D.010.020.

AG. Conditional Use Permit.
A “conditional use permit” and a “special permit” are the same type of permit application for purposes of administration of this title.

AH. Condominium.
Real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to chapter 64.34 RCW.

AI. Confidential Shelter.
Shelters for victims of domestic violence, as defined and regulated in chapter 70.123 RCW and WAC 248-554. Such facilities are characterized by a need for confidentiality.

AJ. Congregate Residence.
A dwelling unit in which rooms or lodging, with or without meals, are provided for nine or more non-transient persons not constituting a single household, excluding single-family residences for which special or reasonable accommodation has been granted.

AK. Conservancy Environments.
Those areas designated as the most environmentally sensitive and requiring the most protection in the current shoreline master program or as hereafter amended.

AL. Container.
Any vessel of sixty gallons or less in capacity used for transporting or storing critical materials.

AM. Context Areas
Established by the Regulating Plan, Context Area designations describe and direct differing functions and features for areas within FBC limits, implementing community goals for the built environment.

AN. Conveyance.
In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means a mechanism for transporting water from one point to another, including pipes, ditches, and channels.

AO. Conveyance System.
In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means the drainage facilities and features, both natural and constructed, which collect, contain and provide for the flow of surface and stormwater from the highest points on the land down to receiving water. The natural elements

of the conveyance system include swales and small drainage courses, streams, rivers, lakes, and wetlands. The constructed elements of the conveyance system include gutters, ditches, pipes, channels, and most flow control and water quality treatment facilities.

AP. Copy.
Letters, characters, illustrations, logos, graphics, symbols, writing, or any combination thereof designed to communicate information of any kind, or to advertise, announce or identify a person, entity, business, business product, or to advertise the sale, rental, or lease of premises

AQ. Cottage Housing.

1. A grouping of individual structures where each structure contains one dwelling unit.
2. The land underneath the structures is not divided into separate lots.
3. A cottage housing development may contain no less than six and no more than twelve individual structures in addition to detached accessory buildings for storing vehicles. It may also include a community building, garden shed, or other facility for use of the residents.

AR. Council.
The city council of the City of Spokane.

AS. County.
Usually capitalized, means the entity of local government or, usually not capitalized, means the geographic area of the county, not including the territory of incorporated cities and towns.

AT. Covenants, Conditions, and Restrictions (CC&Rs).
A document setting forth the covenants, conditions, and restrictions applicable to a development, recorded with the Spokane County auditor and, typically, enforced by a property owner's association or other legal entity.

AU. Creep.
Slow, downslope movement of the layer of loose rock and soil resting on bedrock due to gravity.

AV. Critical Amount.
The quantity component of the definition of critical material.

AW. Critical Areas.
Any areas of frequent flooding, geologic hazard, fish and wildlife habitat,

aquifer sensitive areas, or wetlands as defined under chapter 17E.010 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, and chapter 17E.070.SMC.

AX. Critical Facility.

A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to:

1. schools;
2. nursing homes;
3. hospitals;
4. police;
5. fire;
6. emergency response installations; and
7. installations which produce, use, or store hazardous materials or hazardous waste.

AY. Critical Material.

1. A compound or substance, or class thereof, designated by the division director of public works and utilities which, by intentional or accidental release into the aquifer or ASA, could result in the impairment of one or more of the beneficial uses of aquifer water and/or impair aquifer water quality indicator levels. Beneficial uses include, but are not limited to:
 - a. domestic and industrial water supply,
 - b. agricultural irrigation,
 - c. stock water, and

- d. ish propagation.

Used herein, the designation is distinguished from state or other designation.

- 2. list of critical materials is contained in the Critical Materials Handbook, including any City modifications thereto.

AZ. Critical Material Activity.
A land use or other activity designated by the manager of engineering services as involving or likely to involve critical materials. A list of critical materials activities is contained in the Critical Materials Handbook.

BA. Critical Materials Handbook.

- 1. The latest edition of a publication as approved and amended by the division director of public works and utilities from time to time to accomplish the purposes of this chapter. The handbook is based on the original prepared by the Spokane water quality management program ("208") coordination office, with the assistance of its technical advisory committee. It is on file with the director of engineering services and available for public inspection and purchase.
- 2. The handbook, as approved and modified by the division director of public works and utilities , contains:
 - a. critical materials list,
 - b. critical materials activities list, and
 - c. ther technical specifications and information.
- 3. The handbook is incorporated herein by reference. Its provisions are deemed regulations authorized hereunder and a mandatory part of this chapter.

BB. Critical Review.
The process of evaluating a land use permit request or other activity to determine whether critical materials or critical materials activities are involved and, if so, to determine what appropriate measures should be required for

protection of the aquifer and/or implementation of the Spokane aquifer water quality management plan.

BC. Critical Review Action.

1. An action by a municipal official or body upon an application as follows:

- a. application for a building permit where plans and specifications are required, except for Group R and M occupancies (SMC 17G.010.140 and SMC 17G.010.150).
- b. application for a shoreline substantial development permit (SMC 17G.060.070(B)(1)).
- c. application for a certificate of occupancy (SMC 17G.010.170).
- d. application for a variance or a certificate of compliance (SMC 17G.060.070(A) or SMC 17G.060.070(B)(1)).
- e. application for rezoning (SMC 17G.060.070(A)).
- f. application for conditional permit (SMC 17G.060.070(A)).
- g. application for a business license (SMC 8.01.120).
- h. application for a permit under the Fire Code (SMC 17F.080.060).
- i. application for a permit or approval requiring environmental review in an environmentally sensitive area (SMC 17E.050.260).
- j. application for connection to the City sewer or water system.
- k. application for construction or continuing use of an onsite sewage disposal system (SMC 13.03.0149 and SMC 13.03.0304).

- l. application for sewer service with non-conforming or non-standard sewage (SMC 13.03.0145, SMC 13.03.0314, and SMC 13.03.0324).
 - m. application involving a project identified in SMC 17E.010.120.
 - n. issuance or renewal of franchise; franchisee use of cathodic protection also requires approval or a franchise affecting the City water supply or water system.
 - o. application for an underground storage tank permit (SMC 17E.010.210); and
 - p. application for permit to install or retrofit aboveground storage tank(s) (SMC 17E.010.060(A) and SMC 17E.010.400(D)).
2. Where a particular municipal action is requested involving a land use installation or other activity, and where said action is not specified as a critical review action, the City official or body responsible for approval may, considering the objectives of this chapter, designate such as a critical review action and condition its approval upon compliance with the result thereof.

BD.	Critical	Review	Applicant.
A person or entity seeking a critical review action.			

BE. Critical Review Officer – Authority.

1. The building official or other official designated by the director of public works and utilities.
2. For matters relating to the fire code, the critical review officer is the fire official.
3. The critical review officer carries out and enforces the provisions of this chapter and may issue administrative and interpretive rulings.
4. The critical review officer imposes requirements based upon this chapter, regulations, and the critical materials handbook.

5. The officer may adopt or add to any requirement or grant specific exemptions, where deemed reasonably necessary, considering the purpose of this chapter

BF. Critical Review Statement.

A checklist, disclosure form, or part of an application for a critical review action, disclosing the result of critical review. Where not otherwise provided as part of the application process, the critical review officer may provide forms and a time and place to file the statement.

BG. Cumulative Impacts.

The combined, incremental effects of human activity on ecological or critical area functions and values. Cumulative impacts result when the effects of an action are added to or interact with other effects in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

BH. Curb Ramp.

A ramp constructed in the sidewalk to allow wheelchair access from the sidewalk to the street.

BI. Cutbank

The concave bank of a moving body of water that is maintained as a steep or even overhanging cliff by the actions of water at its base.

Section 2. That SMC section 17A.020.060 is amended to read as follows:

Section	17A.020.060	“F”	Definitions
A. Facade.	All the wall planes of a structure as seen from one side or view. For example, the front facade of a building would include all of the wall area that would be shown on the front elevation of the building plans.		
B. Facade	Easement. A use interest, as opposed to an ownership interest, in the property of another. The easement is granted by the owner to the City or County and restricts the owner’s exercise of the general and natural rights of the property on which the easement lies. The purpose of the easement is the continued preservation of significant exterior features of a structure.		
C. Facility	and	Service	Provider. The department, district, or agency responsible for providing the specific

concurrency

facility.

D. Factory-built Structure.

1. "Factory-built housing" is any structure designed primarily for human occupancy, other than a mobile home, the structure or any room of which is either entirely or substantially prefabricated or assembled at a place other than a building site.
2. "Factory-built commercial structure" is a structure designed or used for human habitation or human occupancy for industrial, educational, assembly, professional, or commercial purposes, the structure or any room of which is either entirely or substantially prefabricated or assembled at a place other than a building site.

E. Fair Market Value.

The open market bid price for conducting the work, using the equipment and facilities, and purchase of the goods, services, and materials necessary to accomplish the development. This would normally equate to the cost of hiring a contractor to undertake the development from start to finish, including the cost of labor, materials, equipment and facility usage, transportation and contractor overhead, and profit. The fair market value of the development shall include the fair market value of any donated, contributed, or found labor, equipment, or materials.

F. Fascia Sign.

A single-faced sign attached flush to a building or other structure or a sign consisting of light projected onto a building or other structure. Fascia signs do not include signs that are attached to or projected onto structures defined as sign structures by this chapter.

G. Feasible (Shoreline Master Program).

1. For the purpose of the shoreline master program, means that an action, such as a development project, mitigation, or preservation requirement, meets all of the following conditions:
 - a. The action can be accomplished with technologies and methods that have been used in the past in similar circumstances, or studies or tests have demonstrated in similar circumstances that such approaches are currently available and likely to achieve the intended results;
 - b. The action provides a reasonable likelihood of achieving its intended purpose; and
 - c. The action does not physically preclude achieving the project's primary intended legal use.
2. In cases where these guidelines require certain actions, unless they are infeasible, the burden of proving infeasibility is on the applicant.
3. In determining an action's infeasibility, the reviewing agency may weigh the action's relative public costs and public benefits, considered in the

short- and long-term time frames.

H. Feature.

To give special prominence to.

I. Feeder

Bluff.

Or “erosional bluff” means any bluff (or cliff) experiencing periodic erosion from waves, sliding, or slumping, and/or whose eroded sand or gravel material is naturally transported (littoral drift) via a driftway to an accretion shoreform; these natural sources of beach material are limited and vital for the long-term stability of driftways and accretion shoreforms.

J. Fill.

The addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the ordinary high-water mark in wetlands, or on shorelands in a manner that raises the elevation or creates dry land.

K. Financial

Guarantee.

A secure method, in a form and in an amount both of which are acceptable to the city attorney, providing for and securing to the City the actual construction and installation of any improvements required in connection with plat and/or building permit approval within a period specified by the City, and/or securing to the City the successful operation of the improvements for two years after the City’s final inspection and acceptance of such improvements. There are two types of financial guarantees under chapter 17D.020 SMC, Financial Guarantees: Performance guarantee and performance/warranty retainer.

L. Fish

Habitat.

A complex of physical, chemical, and biological conditions that provide the life-supporting and reproductive needs of a species or life stage of fish. Although the habitat requirements of a species depend on its age and activity, the basic components of fish habitat in rivers, streams, ponds, lakes, estuaries, marine waters, and near-shore areas include, but are not limited to, the following:

1. Clean water and appropriate temperatures for spawning, rearing, and holding.
2. Adequate water depth and velocity for migrating, spawning, rearing, and holding, including off-channel habitat.
3. Abundance of bank and in-stream structures to provide hiding and resting areas and stabilize stream banks and beds.
4. Appropriate substrates for spawning and embryonic development. For stream- and lake-dwelling fishes, substrates range from sands and gravel to rooted vegetation or submerged rocks and logs. Generally, substrates must be relatively stable and free of silts or fine sand.
5. Presence of riparian vegetation as defined in this program. Riparian vegetation creates a transition zone, which provides shade and food sources of aquatic and terrestrial insects for fish.

6. Unimpeded passage (i.e., due to suitable gradient and lack of barriers) for upstream and downstream migrating juveniles and adults.

M. Flag.

A sign made of fabric or other similar non-rigid material supported or anchored along only one edge or supported or anchored at only two corners. If any dimension of the flag is more than three times as long as any other dimension, it is classified and regulated as a banner regardless of how it is anchored or supported. See also "Banner."

N. Float.

A floating platform similar to a dock that is anchored or attached to pilings.

O. Flood Insurance Rate Map or FIRM.

The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the City.

P. Flood Insurance Study (FIS).

The official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

Q. Flood or Flooding.

A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland waters; or
2. The unusual and rapid accumulation of runoff of surface waters from any source.

R. Flood-proofing.

Structural provisions, changes, adjustments, or a combination thereof, to buildings, structures, and works in areas subject to flooding in order to reduce or eliminate the damages from flooding to such development and its contents, as well as related water supplies and utility facilities.

S. Floodway.

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. As defined under Section 90.58.030 RCW, or as amended.

T. Floor Area.

The total floor area of the portion of a building that is above ground. Floor area is measured from the exterior faces of a building or structure. Floor area does not include the following:

1. Areas where the elevation of the floor is four feet or more below the lowest elevation of an adjacent right-of way.
2. Roof area, including roof top parking.
3. Roof top mechanical equipment.
4. Attic area with a ceiling height less than six feet nine inches.
5. Porches, exterior balconies, or other similar areas, unless they are enclosed by walls that are more than forty-two inches in height, for fifty percent or more of their perimeter; and
6. In residential zones, FAR does not include mechanical structures, uncovered horizontal structures, covered accessory structures, attached accessory structures (without living space), detached accessory structures (without living space).

U. Floor Area Ratio (FAR).
The amount of floor area in relation to the amount of site area, expressed in square feet. For example, a floor area ratio of two to one means two square feet of floor area for every one square foot of site area.

V. Focused Growth Area.
Includes mixed-use district centers, neighborhood centers, and employment centers.

W. Frame Effect.
A visual effect on an electronic message sign applied to a single frame to transition from one message to the next. This term shall include, but not be limited to scrolling, fade, and dissolve. This term shall not include flashing.

X. Freestanding Sign.
A sign on a frame, pole, or other support structure that is not attached to any building.

Y. Frontage.
The full length of a plot of land or a building measured alongside the road on to which the plot or building fronts. In the case of contiguous buildings individual frontages are usually measured to the middle of any party wall.

ADOPTED 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
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

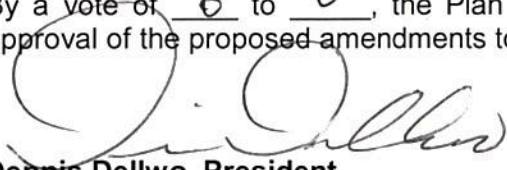
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

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 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**

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

01/11/2016

Date Rec'd

12/10/2015

Clerk's File #

ORD C35344

Renews #**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Contact Name/Phone

TAMI 625-6157

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

4700-AMENDING PORTIONS OF SMC SECTION 10

Agenda Wording

An ordinance relating to Building Moving and Relocation; amending SMC sections 10.26.010, 10.26.020, 10.26.030, 10.26.040, 10.26.070, 10.28.020, 10.28.040, 10.28.050, 10.28.070, 10.28.080.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

SIMMONS, SCOTT M.

Finance

KECK, KATHLEEN

Legal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

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

PCED 11/16/15

Distribution List

lhattenburg@spokanecity.org

jrichman@spokanecity.org

tpalmquist@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

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

ORDINANCE NO C35344

An ordinance relating to Building Moving and Relocation; amending SMC sections 10.26.010, 10.26.020, 10.26.030, 10.26.040, 10.26.070, 10.28.020, 10.28.040, 10.28.050, 10.28.070, 10.28.080.

The City of Spokane does ordain:

Section 1. That SMC section 10.26.010 is amended to read as follows:

Section 10.26.010 Relocation Permit Required

A. A person needs a relocation permit issued by the ~~((building services department))~~ development services center to relocate or place a building or structure upon any property in the City.

B. The applicant must be either the owner of the building or a state-registered contractor.

C. The relocation permit is in addition to the building moving permit and the street obstruction permit as provided in SMC 17G.010.210(B) and (D) and chapter 12.02 SMC. While the moving and street obstruction permits are class III licenses under chapter 4.04 SMC, the relocation permit is a species of building permit.

Section 2. That SMC section 10.26.020 is amended to read as follows:

Section 10.26.020 Condition of Building

A. The ~~((director of building services))~~ building official inspects the building to determine whether it complies with the current building code.

B. If the building does not meet current code, the ~~((director))~~ building official either denies the relocation permit application or conditions the permit on rehabilitation, repair or alteration.

All work of rehabilitation, repair or alteration required by a relocation permit is subject to the normal permit requirements of Title ~~((44))~~ 17 SMC.

Section 3. That SMC section 10.26.030 is amended to read as follows:

Section 10.26.030 Compliance with Zoning

A. The ~~((director of building services))~~ building official inspects the site to which the building is to be moved and determines whether the relocated building would comply with the zoning code and all other applicable provisions of Title ~~44~~ 17 SMC.

1. If some approval, such as special permit from the hearing examiner, is required, the ~~((director))~~ building official may make such approval a precondition to the issuance of the relocation permit.

Section 4. That SMC section 10.26.040 is amended to read as follows:

Section 10.26.040 Conditions of Permit

- A. The ~~((director of building services))~~ building official imposes such conditions on the relocation permit as are reasonable and necessary to assure code compliance and promote the general welfare.
- B. Such conditions may include that all work in connection with the required rehabilitation, repair or alteration be completed within a certain time and that the owner of the building post a bond to secure the completion of such work.

Section 5. That SMC section 10.26.060 is amended to read as follows:

Section 10.26.060 Default

- A. If a default in the conditions of the permit is not timely cured, the building official applies the bond to either complete the work required to satisfy the permit conditions or demolish and remove the building, taking into account the standards and criteria contained in ~~chapter ((11.14))~~ 17F.070 SMC.
- B. After paying the costs of the work of completion or demolition, the building official retains twenty-five percent of the costs by way of reimbursement of administrative expense. Any money remaining is returned to the person who paid on the bond.

Section 6. That SMC section 10.26.070 is amended to read as follows:

Section 10.26.070 Building Moving – Additional Provisions

- A. Notwithstanding and in addition to the provisions of chapter 4.04 SMC, chapter 12.02 SMC and chapter 17G.010 SMC with respect to the permits for relocating a building, moving a building and obstructing a street, the moving of the building is subject to the further provisions of this section.
- B. The building official coordinates review and comment on the proposal among the City departments of police, development services center, engineering services, street, and among all utility companies having lines or other facilities along the proposed route.

- C. Before the moving permit is issued the building official incorporates, by endorsement or attachment, a written description of the approved route and the time and date of the move. At least fifteen days before the move the applicant must sign the permit thereby agreeing to:
1. the route and time frame;
 2. notifying the police department, the street department and affected utilities at least twenty-four hours in advance of the move; and
 3. reimburse the affected departments and utility companies for the actual costs of inspections, moving lines or otherwise enabling the move.

When the holder of a building moving permit gives notice as provided in this section, every owner of utility facilities is required to raise, remove and replace, bypass or take other reasonable action regarding such facilities to accommodate the moving of the building.

Section 7. That SMC section 10.28.020 is amended to read as follows:

Section 10.28.020 – License Class

Sidewalk café licenses are Class IIIE licenses and are subject to SMC Chapter 04.04.

Section 8. That SMC section 10.28.040 is amended to read as follows:

Section 10.28.040 – Application

- A. In addition to the information required by SMC 10.28.060 an application for a sidewalk café permit shall state:
1. The anticipated periods of use during the year, and the proposed hours of daily use, including Saturdays, Sundays and holidays; and
 2. Whether any liquor as defined in RCW 66.04.010(~~((6))~~) will be sold or consumed in the area to be covered by the permit.
- B. At the time of application the city engineer shall set a time (~~((and place))~~) for an administrative hearing ~~at~~ before which the public may offer objections to the issuance of the license.

Section 9. That SMC section 10.28.050 is amended to read as follows:

Section 10.28.050 – Notice to Abutting Property Owners

- A. The applicant shall mail or serve a notice stating the:
1. Nature of the application;
 2. Sidewalk area sought to be used; and
 3. Date, time and place at which the city engineer will consider such application

At least ten days prior thereto, upon the owners, building managers and street level tenants of the properties that abut on the street segment that contains the sidewalk area sought to be used and that lie within the nearest intersections or depend upon such street segment for access, and shall file with the city engineer a copy of the notice mailed and a list of the persons to whom it was sent.

- B. The city engineer shall prepare ~~((and post))~~ notices containing the aforesaid information ~~((upon any utility poles or other prominent place in the immediate vicinity and at the nearest intersection,))~~ and shall deliver to the applicant a public notice, which shall be posted in a window or on the building exterior of the adjacent property.

Section 10. That SMC section 10.28.070 is amended to read as follows:

Section 10.28.070 – Liquor Use and Sale

Liquor, as defined in RCW 66.04.010~~((46)))~~, as now existing or hereafter amended, may be used and sold at a sidewalk café when authorized in both the use permit provided for herein and by permit of the Washington State liquor control board, and not otherwise.

Section 11. That SMC section 10.28.080 is amended to read as follows:

Section 10.28.080 – Insurance Required

An applicant for a permit for a sidewalk café shall, prior to issuance of such a permit, provide and maintain in full force and effect while the permit is in effect, public liability insurance in the amount specified by SMC ~~((7.02.070))~~ 12.02.0718 to cover potential claims for bodily injury, death or disability and for property damage, which may arise from or be related to the use of sidewalk area for sidewalk café purposes, naming the City as an additional insured.

The City of Spokane does ordain:

ADOPTED 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
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

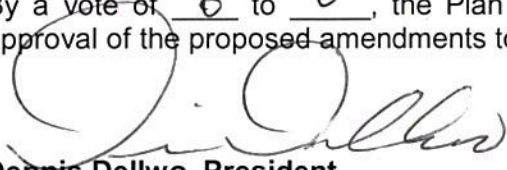
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

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 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**

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

01/11/2016

Date Rec'd

12/10/2015

Clerk's File #

ORD C35345

Renews #**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Contact Name/Phone

TAMI 625-6157

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Agenda Item Name

4700-AMENDING PORTIONS OF SMC SECTION 12

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

An ordinance relating to Obstructions and Encroachments in the Public right-of-way; amending SMC sections 12.02.060, 12.02.0706, 12.02.0707, 12.02.0708, 12.02.0710, 12.02.0712, 12.02.0714, 12.02.0716, 12.02.0718, 12.02.0720, 12.02.0722, 12.02.0723,

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PCED 11/16/15

Finance

KECK, KATHLEEN

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

12.02.0724, 12.02.0726, 12.02.0726, 12.02.0730, 12.02.0735, 12.02.0737, 12.02.0740, 12.02.0745,
12.02.0750, 12.02.0755, 12.02.0704

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35345

An ordinance relating to Obstructions and Encroachments in the Public right-of-way; amending SMC sections 12.02.060, 12.02.0706, 12.02.0707, 12.02.0708, 12.02.0710, 12.02.0712, 12.02.0714, 12.02.0716, 12.02.0718, 12.02.0720, 12.02.0722, 12.02.0723, 12.02.0724, 12.02.0726, 12.02.0726, 12.02.0730, 12.02.0735, 12.02.0737, 12.02.0740, 12.02.0745, 12.02.0750, 12.02.0755, 12.02.0704

The City of Spokane does ordain:

Section 1. That SMC section 12.02.060 is amended to read as follows:

Section 12.02.060 Fences and Hedges – Incidental Encroachments

Incidental encroachments upon the public right-of-way from private property not obstructing the use of the right-of-way may be permitted by ~~((the director of building services))~~ development services center manager as provided in SMC 17G.010.160. Such encroachments are revocable without compensation and create no vested rights.

Section 2. That SMC section 12.02.0706 is amended to read as follows:

Section 12.02.0706 Permits Required

- A. Obstruction of the public way is forbidden except by permit as provided in SMC 17G.010.210(D) and this article. Special uses for sidewalks are specifically treated in SMC 12.02.0730, et seq.
- B. In case of an emergency situation endangering the public health or safety requiring immediate obstruction and/or work in a public way, such obstruction and/or work may be accomplished without a permit, providing the director is notified as soon as practicable of the emergency situation and the activity necessary to correct the adverse condition. In such cases, permits will be required and issued for such activity, as may have been necessary, after the fact.
- C. City employees obstructing public ways in the performance of their official duties must first coordinate with the ~~((division of public works and utilities))~~ development services center in a manner prescribed by the director.

Section 3. That SMC section 12.02.0707 is amended to read as follows:

Section 12.02.0707 Master Annual Permit for High Volume Users

- A. In lieu of an individual permit for users whose estimated annual permit need is in excess of seven hundred permits per year under SMC 12.02.0706, an annual master permit may be issued as provided in this section and SMC 17G.010.210(D). Except as otherwise provided, all conditions of an individual permit apply to a master permit. A master annual permit is individually approved by the ~~((director of engineering services))~~ development services center manager.
- B. If the ~~((director of engineering services))~~ development services center manager deems in his sole discretion that the public convenience is not served by a master permit, an application may be denied or a master permit revoked. Denial or revocation of a master permit does not affect eligibility for an individual permit under SMC 12.02.0706.

Section 4. That SMC section 12.02.0708 is amended to read as follows:

Section 12.02.0708 Conditions of Permission

Permits to obstruct public ways are issued on the condition that:

- A. Permittees must repair, replace, and fully restore all portions of the public way affected by their activities
- B. Activity permitted hereunder may be suspended, terminated, or conditioned upon such terms as the director may require in the exercise of his responsibilities for the protection of the public safety and convenience of other public uses
- C. The original permit granted to a permittee functioning as a prime contractor shall cover the permittee's work and work to be done by all the permittee's subcontractors. If the work is not completed within the time constraints of the original permit, the permittee must obtain ~~((a new permit specifically))~~ an extension of the original permit for the work yet to be accomplished.
- D. All repairs, replacement, and restoration of a disturbed public way must be completed within the time specified on the permit. ~~((One extension of the permit up to a maximum of three working days, without charge, may be authorized, for reasonable cause, at the discretion of the director. Thereafter, a new permit will be required.))~~

Section 5. That SMC section 12.02.0716 is amended to read as follows:

Section 12.02.0716 Long Term Permits – Temporary Passageway

- A. Where a permit allows the obstruction, disturbance, or other such use of a public street, highway, or alley (including the sidewalk, if any) for an extended period of time and affecting a substantial portion of the public ways, as

determined by the ~~((director of engineering services))~~ development service center manager, said permit privileges will be established by the director in coordination with the street director. Each such request for an obstruction permit will be considered on its own merit and the limits established with due consideration for the needs of the permittee and for the interests of the public.

- B. Permits issued under this section are conditioned upon the permittee's continued safe maintenance of a temporary passageway for pedestrian use along the public way.
- C. Said temporary passageway shall be a minimum of four feet wide and shall extend from available permanent sidewalks, walkways, or specified pedestrian routes in the areas immediately adjacent to the permit area.
- D. Said temporary passageway shall be constructed of two-inch plank or other approved material laid lengthwise upon good and sufficient supports laid not more than three feet apart.
- E. The location of joining the temporary passageway to the regular sidewalk or pedestrian route must be even. The entire passageway must have a sturdy barrier or railing at least four feet high or other safe design approved by the ~~((director of building services))~~ building official.
- F. Where the temporary passageway abuts property with construction of structures higher than twenty feet, the passageway must be completely covered at a height of at least ten feet with two-inch plank or other approved material resting upon strong supporting joists well fastened and braced to strong posts on both sides.
- G. Chapter ~~((44 of the Uniform Building Code))~~ 33 of the International Building Code as adopted by the City controls over this section.

Section 6. That SMC section 12.02.0718 is amended to read as follows:

Section 12.02.0718 Insurance

- A. Permit applicants must furnish ~~((public))~~ general liability insurance ~~((with combined bodily injury and property damage limits in the amount of five hundred thousand dollars))~~ which meets the insurance requirements in a particular year to insure the applicant's operations to the extent they impinge upon or affect the public right of way and to protect the interests of the City. This shall not apply to public or private utilities certifying in writing that they are self-insured and pledging to fully defend and protect the City against any and all claims arising from or by reason of any negligent act or omission by the utility, in a like manner as an insurer.

- B. At the time of application, the applicant must furnish proof of such insurance, naming the City as an Additional Insured, and listed as such on the Certificate of Insurance (COI). The director shall require that such insurance be continuously maintained for a period of two (2) years from the date of project completion, and shall include ~~((with))~~ thirty (30) days' notice of insurance cancellation or any material change in insurance ~~((given))~~ timely provided to the director.
- C. The director may allow insurance coverage to be provided on an annual basis for master permit holders. The director may reduce or increase the amount of insurance coverage for smaller or larger jobs as the public interest and City Risk Department requires.

Section 7. That SMC section 12.02.0720 is amended to read as follows:

Section 12.02.0720 Performance Bond Requirements

Street obstruction bonds are specified in SMC 7.02.070 except:

- A. ~~((Where permitted activities involve cutting into or under any public way or removal of any portion of the same, a performance bond in the sum of ten thousand dollars is required prior to issuance of the permit.Said))~~ The performance bond shall provide surety for the performance of any and all necessary maintenance and repairs as may be required by the director at least two years after authorized activities are complete, or for such longer time as the director may determine to be reasonably necessary considering the degree and extent of permitted activities. In addition, the director may adjust the bond for larger or smaller jobs as the director may deem necessary and sufficient to protect the public interest in recurring repair and maintenance costs.
- B. ~~((The bond sum is five thousand dollars for permitted activities not involving cutting into or under any public way or removal of any portion of the same.))~~
[Deleted]
- C. The director may allow the posting of an annual bond in the amount of ten thousand dollars in lieu of other bonds required in this section. In addition, the director may adjust the bond for larger or smaller jobs as the director may deem necessary and sufficient to protect the public interest in recurring repair and maintenance costs or for other appropriate reasons.
- D. This shall not apply to private or public utilities certifying in writing that they are self-insured and pledging to be liable in similar manner and like amount for their acts and the acts of their agents.

- E. This section shall not apply to owners and/or occupants of residential premises performing yard maintenance and minor tree trimming work in the public way abutting their real property, so long as the public way is not an arterial or in the central business district.

Section 8. That SMC section 12.02.0724 is amended to read as follows:

Section 12.02.0724 Barriers and Traffic Control

- A. In case any public way is dug up, excavated, undermined, disturbed, or obstructed, or any obstruction placed thereon, the permittee and/or person causing the same shall erect and maintain around the site a good and sufficient barrier, and shall also maintain lighted amber lights during every night from sunset to daylight, at each end and safely around such obstruction.
- B. In cases where a permit allows for the encroachment upon or the closure of a traffic lane, the permittee will provide traffic-control measures as may be established by the ~~((engineering services director))~~ the development services center manager and/or the director of the street department.

Section 9. That SMC section 12.02.0730 is amended to read as follows:

Section 12.02.0730 Permits – Sidewalk Special Use

- A. Upon approved plans and specifications ~~((approved by the city council,))~~ the director may issue a permit for the placing in or upon the sidewalks of the City, plantings, ornamentals, or other beautification as the council may approve, or racks, stalls, or brackets for the parking, storage, or securing of bicycles or similar vehicles. Sidewalk cafes are permitted as provided in chapter 10.28 SMC. Signs are permitted as provided in chapter 17C.240 SMC.
- B. Before a sidewalk special use permit shall be issued, the person proposing to make such installation shall furnish proof of liability insurance coverage for such sidewalk use and the proposed installation, wherein the City is a named insured, for liability limits of not less than one hundred thousand dollars for any one personal injury, three hundred thousand dollars for all personal injury claims in any one accident and twenty-five thousand dollars for property damage.
- C. The director may reduce or increase the amounts of required insurance coverage as the public interest requires, depending on the size and nature of the permitted activity.

Section 10. That SMC section 12.02.0740 is amended to read as follows:

Section 12.02.0740 Fees – Notice of Commencing Work

- A. Fees are specified in SMC 8.02.065.
- B. The permittee shall give the ((~~engineering services department~~)) development services center twenty-four hours' notice of the permittee's intention to begin such work. Penalty for not notifying, in advance, to begin work will be considered the same as working without a permit.

Section 11. That SMC section 12.02.0755 is amended to read as follows:

Section 12.02.0755 Bus Benches/Transit Shelter Located in the Public Right-of-way

- A. Bus benches, transit shelters and other similar facilities utilized for the benefit of patrons of public transportation may be placed in the public right-of-way pursuant to the approval of the City and under the direction of the ((~~director of engineering services~~)) development services center manager.
- B. Bus bench signs at designated public transportation stops located in the public right-of-way shall be permitted, provided, however, that such signs shall have any necessary permits and comply with all applicable regulations set forth in the Spokane Municipal Code, interlocal agreements with a public transportation authority, and/or other rules or requirements.

Section 12. That SMC section 12.02.704 is amended to read as follows:

Section 12.02.704 Definitions

- A. "Public way" means any publicly dedicated or used highway, street, alley, or sidewalk.
- B. "Permittee" means any person to whom an obstruction permit is issued. Permits are not transferable and have no property value.
- C. "Office of primary responsibility" means the ((~~director of engineering services~~)) development services center manager, hereafter referred to as the director, who is the City official designated to administer this article. The director functions directly or through authorized agents, in coordination with other appropriate City agencies. The director is authorized to grant exceptions to, or impose conditions on, requirements herein, in the exercise of sound discretion, considering the requirements of permittees and the purpose of this article.
- D. "Obstruction of a public way" includes, but is not limited to, obstructions that may hinder the normal flow of pedestrian or street traffic or render the public way unsafe for current and necessary use such as:

1. trees, bushes, weeds or grass; and
2. accumulations of trash and debris including but not limited to litter, glass, and scrap materials.

The City of Spokane does ordain:

ADOPTED 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
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

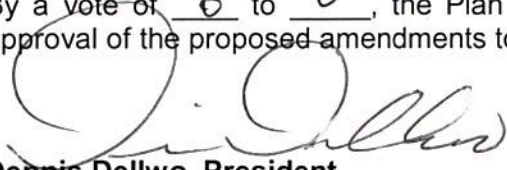
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

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 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**

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

01/11/2016

Date Rec'd

12/10/2015

Clerk's File #

ORD C35346

Renews #**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Contact Name/Phone

TAMI 625-6157

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

4700-AMENDING PORTIONS OF SMC SECTION 17C

Agenda Wording

An ordinance relating to Land Use Standards of the Unified Development Code (UDC); amending SMC sections 17C.110.100, Table 17C.110-1, 17C.110.200, Table 17C.110-3, 17C.110.230, 17C.120.110, 17C.120.310, 17C.122.135, 17C.124.210, Table 17C.124-2,

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PCED 11/16/15

Finance

KECK, KATHLEEN

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

17C.124.310, 17C.130.310, 17C.200.020, 17C.200.040, 17C.200.050, 17C.230.140.

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35346

An ordinance relating to Land Use Standards of the Unified Development Code; amending SMC sections 17C.110.100, Table 17C.110-1, 17C.110.200, Table 17C.110-3, 17C.110.230, 17C.120.110, 17C.120.310, 17C.122.135, 17C.124.210, Table 17C.124-2, 17C.124.310, 17C.130.310, 17C.200.020, 17C.200.040, 17C.200.050, 17C.230.140.

The City of Spokane does ordain:

Section 1. That SMC section 17C.110.100, table 17C.110-1 is amended to read as follows:

TABLE 17C.110-1 RESIDENTIAL ZONE PRIMARY USES (Click here to view PDF)					
Use is: P - Permitted N - Not Permitted L - Allowed, but special limitations CU - Conditional Use review required	RA	RSF & RSF-C	RTF	RMF	RHD
RESIDENTIAL CATEGORIES					
Group Living [1]	L/CU	L/CU	L/CU	L/CU	L/CU
Residential Household Living	P	P	P	P	P
COMMERCIAL CATEGORIES					
Adult Business	N	N	N	N	N
Commercial Outdoor Recreation	N	CU	CU	CU	CU
Commercial Parking	N	N	N	N	N
Drive-through Facility	N	N	N	N	N
Major Event Entertainment	N	N	CU	CU	CU
Office	N	N	N	CU[2]	CU[2]
Quick Vehicle Servicing	N	N	N	N	N
Retail Sales and Service	N	N	N	N	N
Mini-storage Facilities	N	N	N	N	N
Vehicle Repair	N	N	N	N	N

INDUSTRIAL CATEGORIES					
High Impact Uses	N	N	N	N	N
Industrial Service	N	N	N	N	N
Manufacturing and Production	N	N	N	N	N
Railroad Yards	N	N	N	N	N
Warehouse and Freight Movement	N	N	N	N	N
Waste-related	N	N	N	N	N
Wholesale Sales	N	N	N	N	N
INSTITUTIONAL CATEGORIES					
Basic Utilities [3]	L	L	L	L	L
Colleges	CU	CU	CU	P	P
Community Service	L[4]/CU	L[4]/CU	C[4]/CU	P	P
Daycare [5]	L	L	L	((E))P	((E))P
Medical Center	CU	CU	CU	CU	CU
Parks and Open Areas	P	P	P	P	P
Religious Institutions	L[6]/CU	L[6]/CU	L[6]/CU	P	P
Schools	L[7]/CU	L[7]/CU	L[7]/CU	P	P
OTHER CATEGORIES					
Agriculture	L[8]	N	N	N	N
Aviation and Surface Passenger Terminals	N	N	N	N	N
Detention Facilities	N	N	N	CU	CU
Essential Public Facilities	CU	CU	CU	CU	CU
Mining	N	N	N	N	N
Rail Lines and Utility Corridors	CU	CU	CU	CU	CU
Notes:					
* The use categories are described in chapter 17C.190 SMC.					
* Standards that correspond to the bracketed numbers [] are stated in SMC 17C.110.110.					
* Specific uses and development may be subject to the standards in SMC 17C.320.080.					

Section 2. That SMC section 17C.110.200, table 17C.110-3 is amended to read as follows:

**TABLE 17C.110-3
DEVELOPMENT STANDARDS [1]**

DENSITY STANDARDS						
	RA	RSF	RSF-C	RTF	RMF	RHD
Density - Maximum	4,350 (10 units/acre)	4,350 (10 units/acre)	4,350 (10 units/acre)	2,100 (20 units/acre)	1,450 (30 units/acre)	--
Density - Minimum	11,000 (4 units/acre)	11,000 (4 units/acre)	11,000 (4 units/acre)	4,350 (10 units/acre)	2,900 (15 units/acre)	2,900 (15 units/acre)
MINIMUM LOT DIMENSIONS LOTS TO BE DEVELOPED WITH:						
Multi-Dwelling Structures or Development						
	RA	RSF	RSF-C	RTF	RMF	RHD
Minimum Lot Area					2,900 sq. ft.	2,900 sq. ft.
Minimum Lot Width					25 ft.	25 ft.
Minimum Lot Depth					70 ft.	70 ft.
Minimum Front Lot Line					25 ft.	25 ft.
Attached Houses						
Minimum Lot Area [2]	7,200 sq. ft.	4,350 sq. ft.	3,000 sq. ft.	1,600 sq. ft.	1,600 sq. ft.	None
Minimum Lot Width	40 ft.	40 ft.	36 ft.	36 ft. or 16 ft. with alley parking and no street curb cut	Same	Same
Minimum Lot Depth	80 ft.	80 ft.	80 ft.	50 ft.	25 ft.	25 ft.
Minimum Front Lot Line	40 ft.	40 ft.	30 ft.	Same as lot width	Same as lot width	Same as lot Width
Detached Houses						
Minimum Lot Area [2]	7,200 sq. ft.	4,350 sq. ft.	3,000 sq. ft.	1,800 sq. ft.	1,800 sq. ft.	None
Minimum Lot Width	40 ft.	40 ft.	36 ft.	36 ft.	25 ft.	25 ft.
Minimum Lot Depth	80 ft.	80 ft.	80 ft.	40 ft.	25 ft.	25 ft.
Minimum Front Lot Line	40 ft.	40 ft.	30 ft.	30 ft.	25 ft.	25 ft.
Duplexes						
Minimum Lot Area				4,200 sq. ft.	2,900 sq. ft.	None
Minimum Lot Width				25 ft.	25 ft.	25 ft.
Minimum Lot Depth				40 ft.	40 ft.	25 ft.
Minimum Front Lot Line				25 ft.	25 ft.	25 ft.

PRIMARY STRUCTURE						
Maximum Building Coverage						
	RA	RSF	RSF-C	RTF	RMF	RHD
Lots 5,000 sq. ft. or larger	40%	2,250 sq. ft. +35% for portion of lot over 5,000 sq. ft.	2,250 sq. ft. +35% for portion of lot over 5,000 sq. ft.	2,250 sq. ft. +35% for portion of lot over 5,000 sq. ft.	50%	60%
Lots 3,000 - 4,999 sq. ft.	1,500 sq. ft. + 37.5% for portion of lot over 3,000 sq. ft.					
Lots less than 3,000 sq. ft.	50%					
Building Height						
Maximum Roof Height [4]	35 ft.	35 ft.	35 ft.	35 ft.	35 ft. [5]	35 ft. [5]
Maximum Wall Height	25 ft.	25 ft.	25 ft.	25 ft.	30 ft. [5]	--
Floor Area Ratio (FAR)						
FAR	0.5	0.5	0.5 [3]	0.5 [3]	--	--
Setbacks						
Front Setback [6, 7]	15 ft.					
Side Lot Line Setback – Lot width more than 40 ft.	5 ft.					
Side Lot Line Setback – Lot width 40 ft. or less	3 ft.					
Street Side Lot Line Setback [6]	5 ft.					
Rear Setback [8, 9]	25 ft.	25 ft.	15 ft.	15 ft.	10 ft.	10 ft.
Required Outdoor Area						
Required Outdoor Area for attached and detached houses. Minimum dimension (See SMC 17C.110.223)	250 sq. ft. 12 ft. x 12 ft.	250 sq. ft. 12 ft. x 12 ft.	250 sq. ft. 12 ft. x 12 ft.	250 sq. ft. 12 ft. x 12 ft.	200 sq. ft. 10 ft. x 10 ft.	48 sq. ft. 7 ft. x 7 ft.
ACCESSORY STRUCTURES						
	RA	RSF	RSF-C	RTF	RMF	RHD
Maximum Roof Height	30 ft.	20 ft.	20 ft.	20 ft.	35 ft.	35 ft.
Maximum Wall Height	30 ft.	15 ft.	15 ft.	15 ft.	35 ft.	35 ft.

Maximum Coverage [10]	20%	15%	15%	15%	See Primary Structure	See Primary Structure
Front Setback	20 ft.					
Side Lot Line Setback – Lot width 40 ft. or wider [11]	5 ft.					
Side Lot Line Setback – Lot width less than 40 ft. [11]	3 ft.					
Street Side Lot Line [12]	20 ft.					
Rear [11]	5 ft.					
Rear with Alley	0 ft.					
<p>Notes:</p> <p>-- No requirement</p> <p>[1] Plan district overlay zone or SMC 17C.110.300, Alternative Residential Development, may supersede these standards.</p> <p>[2] Lots created through subdivision in the RA, RSF and the RSF-C zones are subject to the lot size transition requirements of SMC 17C.110.200(C)(1).</p> <p>[3] FAR may be increased to 0.65 for attached housing development only.</p> <p>[4] No structure located in the rear yard may exceed ((seventeen)) <u>twenty</u> feet in height.</p> <p>[5] Base zone height may be modified according to SMC 17C.110.215, Height.</p> <p>[6] Attached garage or carport entrance on a street is required to be setback twenty feet from the property line.</p> <p>[7] See SMC 17C.110.220(D)(1), setbacks regarding the use of front yard averaging.</p> <p>[8] See SMC 17C.110.220(D)(2), setbacks regarding reduction in the rear yard setback.</p> <p>[9] Attached garages may be built to five feet from the rear property line except, as specified in SMC 17C.110.225(C)(6)(b), but cannot contain any living space.</p> <p>[10] Maximum site coverage for accessory structures is counted as part of the maximum site coverage of the base zone.</p> <p>[11] Setback for a detached accessory structure <u>and a covered accessory structure</u> may be reduced to zero feet with a signed waiver from the neighboring property owner, except, as specified in SMC 17C.110.225(C)(5)(b).</p> <p>[12] The setback for a covered accessory structure may be reduced to five feet from the property line.</p>						

Section 3. That SMC section 17C.110.230 is amended to read as follows:

Section 17C.110.230 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively affecting the community or endangering public or vehicle safety. Fences can create a sense of privacy, protect children and pets, provide separation from busy streets, and enhance the appearance of property by

providing attractive landscape materials. The negative effects of fences can include the creation of street walls that inhibit police and community surveillance, decrease the sense of community, hinder emergency access and the safe movement of pedestrians and vehicles, and create an unattractive appearance.

B. Types of Fences.

The standards apply to walls, fences, trellises, arbors, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location.

1. Front Lot Line.

Fences up to forty-two inches high are allowed in required front lot line setbacks.

2. Sides and Rear Lot Line.

Fences up to six feet high are allowed in required sides or rear lot line setbacks. Except in an instance where a rear lot line joins the front lot line of another lot, the fence must be either:

a. forty-two inches high or less, or

b. right isosceles triangle having sides of seven feet measured along the right-of-way line of a side yard and the front property line.

3. Other.

The height for fences that are not in required building setbacks is the same as the height limits of the zone for detached accessory structures in Table 17C.110-3.

4. Alleys.

Fences shall not obstruct the clear width required in SMC 17H.010.130(G).

D. Reference to Other Standards.

Building permits are required by the building services department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

E. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, Constantine, or razor wire in the RSF, RTF, RMF, or RHD zones. In the RA zone, up to three strands of barbed wire are allowed for agricultural, farming or animal uses.

2. No person may construct or maintain a fence or barrier charged with electricity in the RSF, RTF, RMF, or RHD zones. In the RA zone, the use is permitted for the containment of livestock only.
3. A fence, wall, or other structure shall not be placed within the public right-of-way without an approved covenant as provided in SMC 17G.010.160 and any such structure is subject to the height requirement for the adjoining setback.
4. Fence Setbacks.
 - a. Arterial Street.
No fence may be closer than twelve feet to the curb of an arterial street.
 - b. Local Access Street.
No fence may be closer than the back of the sidewalk on a local access street. If there is no sidewalk, the fence shall be setback seven feet behind the face of the curb of a local access street.

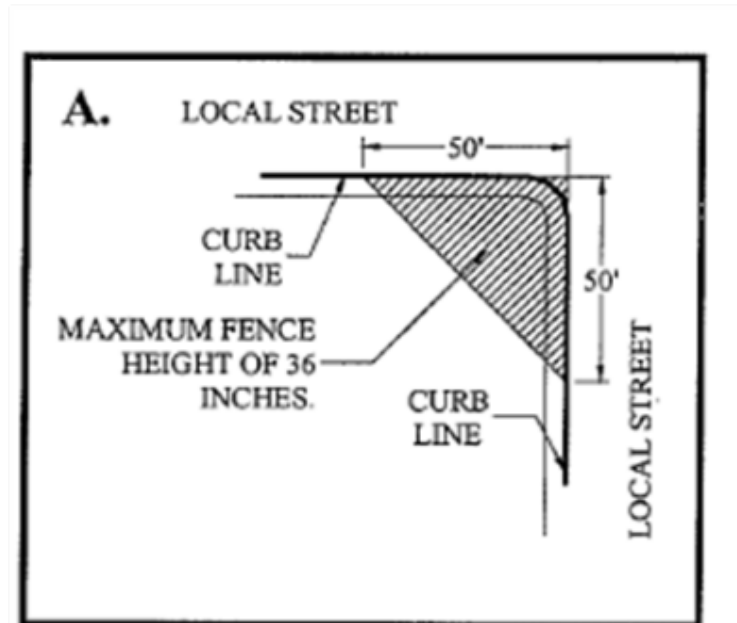
F. Enclosures for Pools, Hot Tubs, or Ponds.

1. A person maintaining a swimming pool, hot tub, pond or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible by small children.
2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building or other structure approved by the building services department.
3. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.
4. No opening, except a door or gate, may exceed four inches in any dimension.
5. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

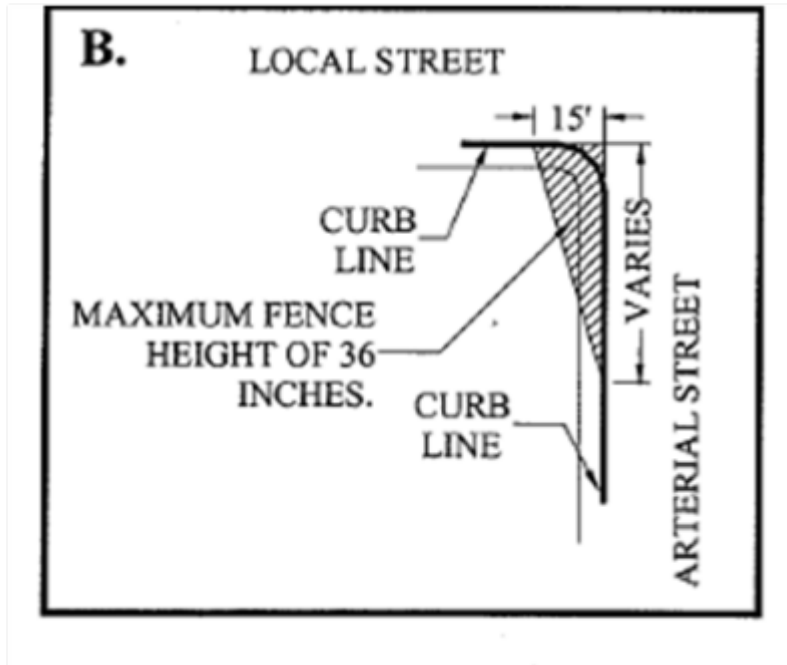
G. Visibility at Intersections.

A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.

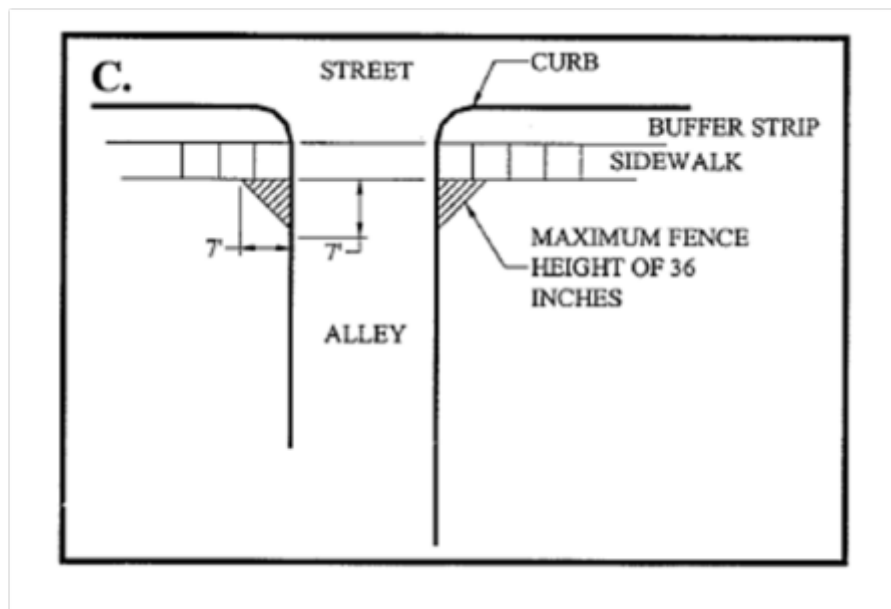
1. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, ~~((nø))~~ all fences, vegetation, and other features within the Clear View Triangle defined in SMC 17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level ~~((exceeding a height of thirty-six inches above the curb. may be inside the:~~
 - a. ~~right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or~~

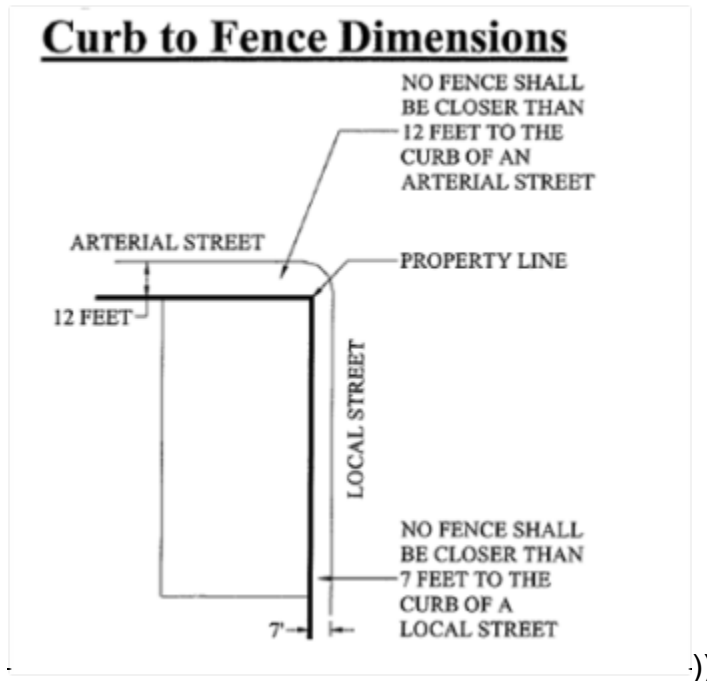


- b. ~~right triangle having a fifteen foot side measured along the curb line of the residential street and a seventy five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty five miles per hour, the triangle has a side along such arterial of one hundred twenty two feet; or~~



- e. ~~right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:~~
- i. ~~the inside line of the sidewalk; or~~
 - ii. ~~if there is no sidewalk, a line seven feet inside the curb line.~~





Section 4. That SMC section 17C.120.110 is amended to read as follows:

Section 17C.120.110 Limited Use Standards

The paragraphs listed below contain the limitations and correspond with the bracketed [] footnote numbers from Table 17C.120-1.

1. Group Living.

This regulation applies to all parts of Table 17C.120-1 that have a [1].

a. General Standards.

All group living uses except for alternative or post-incarceration facilities are allowed by right.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

This regulation applies to all parts of Table 17C.120-1 that have a [2].

Adult businesses are subject to the additional standards of chapter 17C.305 SMC.

3. Commercial Parking.

This regulation applies to all parts of Table 17C.120-1 that have a [3]. In the O and OR zones, a commercial parking use provided within a building or parking structure is a conditional use.

4. Drive-through Facility.

This regulation applies to all parts of Table 17C.120-1 that have a [4]. In the O and OR zones, a drive-through facility is permitted only when associated with a drive-through bank. In addition, in the OR zone, for a florist use approved by a special permit, sales of non-alcoholic beverages, and sale of food items not prepared on site, including drive-through sales of such items are allowed as an accessory use at locations situated on principal arterials or a designated state route. Drive-through facilities are subject to the additional standards of SMC 17C.120.290 and SMC 17C.325.

5. Quick Vehicle Servicing.

This regulation applies to all parts of Table 17C.120-1 that have a [5]. Quick vehicle servicing uses are permitted only on sites that have frontage on a principal arterial street. Quick vehicle servicing uses are subject to the additional standards of SMC 17C.120.290.

6. Retail Sales and Service Uses Size Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [6]. Retail sales and services are limited in size in order to reduce their potential impacts on residential uses and to promote a relatively local market area. Retail sales and services uses are limited to the following:

- a. When retail sales and services uses are located within an office building, the retail sales and services may be larger than three thousand square feet, but may not exceed ten percent of the total floor area of the building exclusive of parking areas located within the structure.
- b. Uses not within an office building which are listed as sales-oriented under SMC 17C.190.270(C), retail sales and service, are limited to three thousand square feet of total floor area per site exclusive of parking areas located within a structure.
- c. Uses other than a hotel, motel, private club or lodge which are listed as personal service-oriented, entertainment-oriented or repair-oriented under SMC 17C.190.270(C), retail sales and service, that are larger than three thousand square feet are a conditional use. A hotel, motel, private club or lodge may be larger than three thousand square feet.

7. Required Residential Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [7]. The limitations are stated in SMC 17C.120.280.

8. Industrial Size Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [8]. These types of uses are limited in size to assure that they will not dominate the commercial area and to limit their potential impacts on residential and commercial uses. In addition, if the planning director determines that the proposed use will not be able to comply with the off-site impact standards of chapter 17C.220 SMC, the planning director may require documentation that the development will be modified to conform with the standards.

- a. Individual uses in the NR and NMU zones are limited to five thousand square feet of floor area per site exclusive of parking area.
- b. Individual uses in the CB zone that exceed twenty thousand square feet of floor area per site exclusive of parking area are a conditional use.
- c. Individual uses in the GC zone that exceed fifty thousand square feet of floor area per site exclusive of parking area are a conditional use.

9. Mini-storage Facilities Limitation.

This regulation applies to all parts of Table 17C.120-1 that have an [9]. The limitations are stated with the special standards for these uses in chapter 17C.350 SMC, Mini-storage Facilities.

10. Outdoor Activity Limitation.

This regulation applies to all parts of Table 17C.120-1 that have a [10]. Outdoor display, storage or use of industrial equipment, such as tools, equipment, vehicles, products, materials or other objects that are part of or used for the business operation is prohibited.

11. [Deleted]

12. [Deleted]

13. Mobile Food Vending.

This standard applies to all parts of [Table 17C.120-1](#) that have a [13]. All mobile food vendors shall have a valid mobile food vending license issued pursuant to [SMC 10.51.010](#) Mobile Food Vendors.

Section 5. That SMC section 17C.120.310 is amended to read as follows:

Section 17C.120.310 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as to not conflict with the purpose for the setback.

B. Types of Fences.

The standards apply to walls, fences, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design.

1. Street Setbacks.

No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.120.230.

a. Measured from Front Lot Line.

Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured from a Side Lot Line.

Fences up to six feet high are allowed in a required setback that is measured from a side lot line.

2. Side and Rear Structure Setbacks.

Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not in Setbacks.

The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.

Sight-obscuring fences, walls and other structures over three and one-half feet high, and within fifteen feet of a street lot line are subject to SMC 17C.120.570, Treating Blank Walls – Building Design.

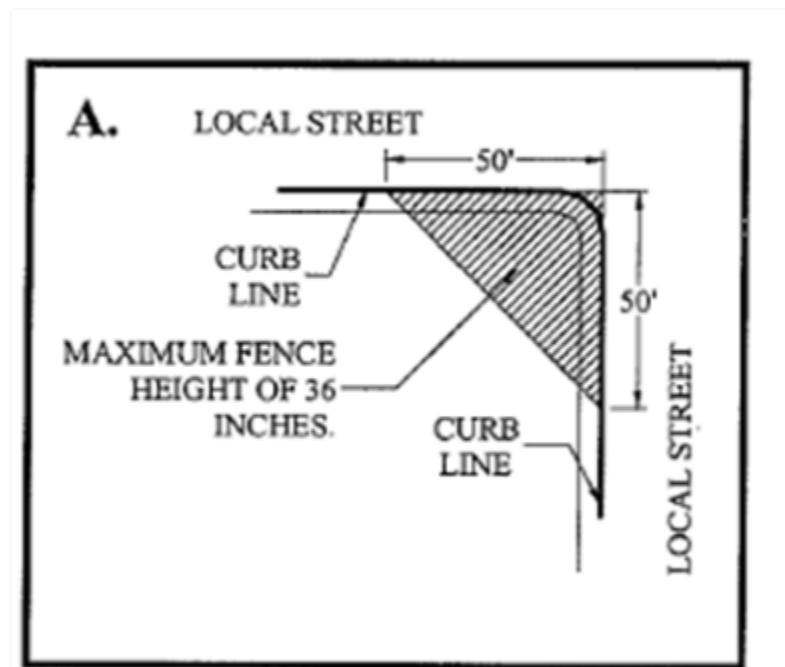
D. Prohibited Fences.

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that in a CB or GC zone up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.
2. No person may maintain a fence or barrier charged with electricity.

3. A fence, wall or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160 and any such structure is subject to the height requirement for the adjoining setback.
4. No fence may be closer than twelve feet to the curb.

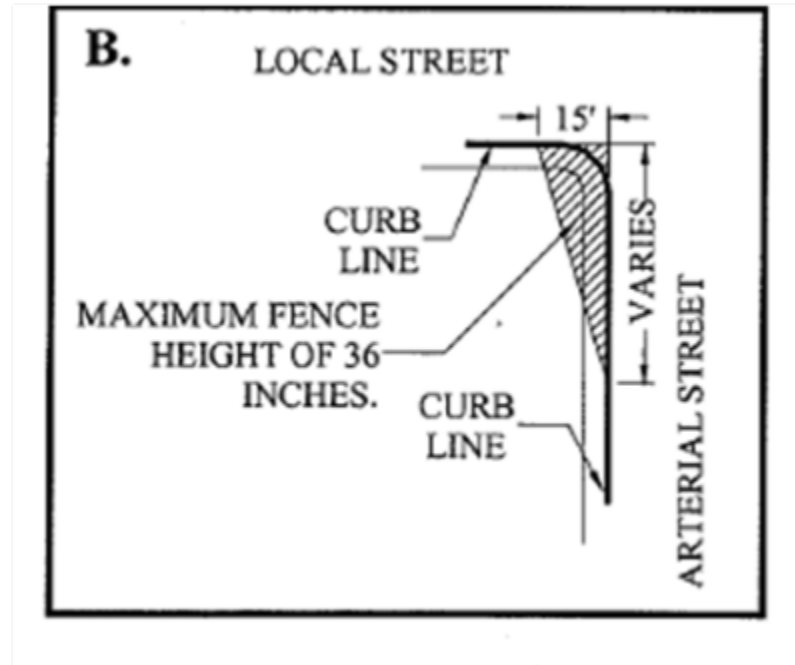
E. Visibility at Intersections.

1. A fence, wall, hedge or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.
2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, ~~((no))~~ all fences, vegetation, and other features within the Clear View Triangle defined in SMC17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level ~~((exceeding a height of thirty six inches))~~ above the curb, ~~((may be inside the:~~
 - a. ~~a. right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or~~

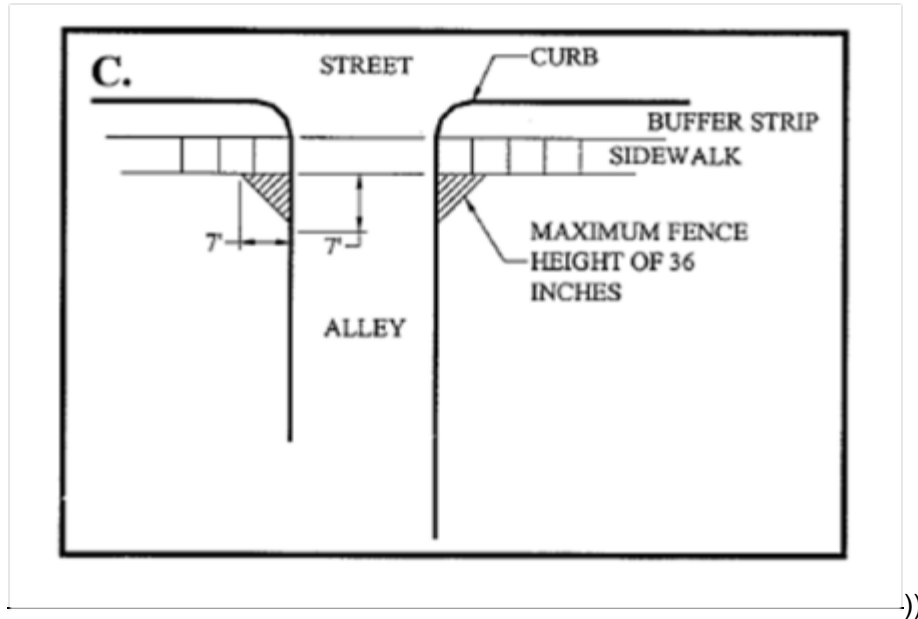


- b. ~~right triangle having a fifteen foot side measured along the curb line of the residential street and a seventy five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed~~

limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or



- e. right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:
- i. the inside line of the sidewalk; or
 - ii. if there is no sidewalk, a line seven feet inside the curb line.



F. Enclosures for Pools, Hot Tubs, or Ponds.

1. A person maintaining a swimming pool, hot tub, pond or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible to small children.
2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building, or other structure approved by the building services department.
3. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.
4. No opening, except a door or gate may exceed four inches in any dimension.
5. Any Door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards.

Building permits are required by the building services department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence

Section 6. That SMC section 17C.122.135 is amended to read as follows:

Section 17C.122.135 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without adversely impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as to not conflict with the purpose for the setback.

B. Type of Fences.

The standards apply to walls, fences, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design.

1. Street Setbacks.

No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.130.230.

a. Measured From Front Lot Line.

Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured From a Side Lot Line.

Fences up to six feet high are allowed in required setback that is measured from a side lot line.

c. Fences shall not reduce the required setback width of SMC 17C.130.210.

2. Side or Rear Structure Setbacks.

Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not In Setbacks.

The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.

Any required or nonrequired sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen feet of

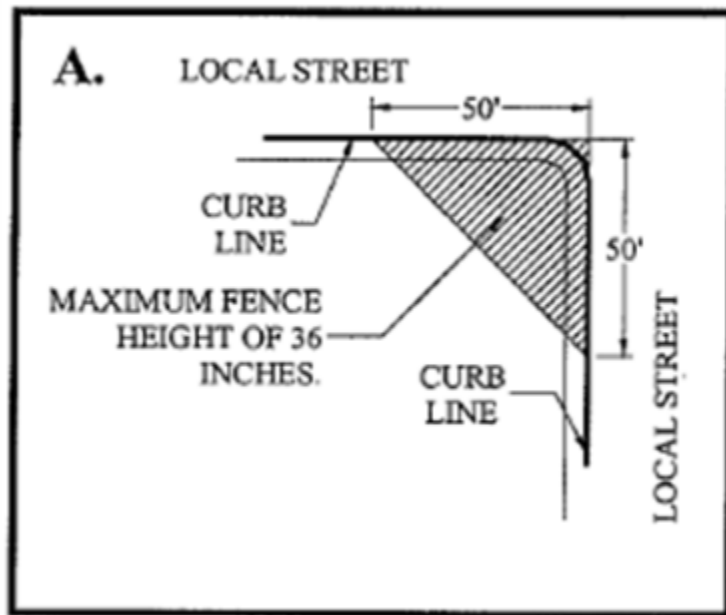
a street lot line shall either be placed on the interior side of a L2 see-through buffer landscaping area at least five feet in depth (See chapter 17C.200 SMC, Landscaping and Screening), or meet the treatment of blank walls intent outlined in SMC 17C.122.060 – Initial Design Standards and Guidelines for Center and Corridors.

D. Prohibited Fences.

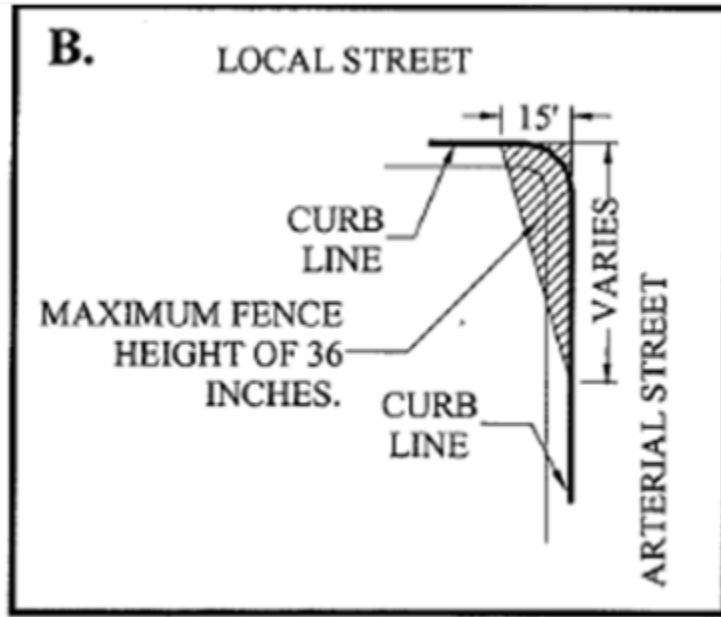
1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.
2. No person may maintain a fence or barrier charged with electricity.
3. A fence, wall, or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160 and any such structure is subject to the height requirement for the adjoining setback.
4. No fence may be closer than twelve feet to the curb.

E. Visibility at Intersections.

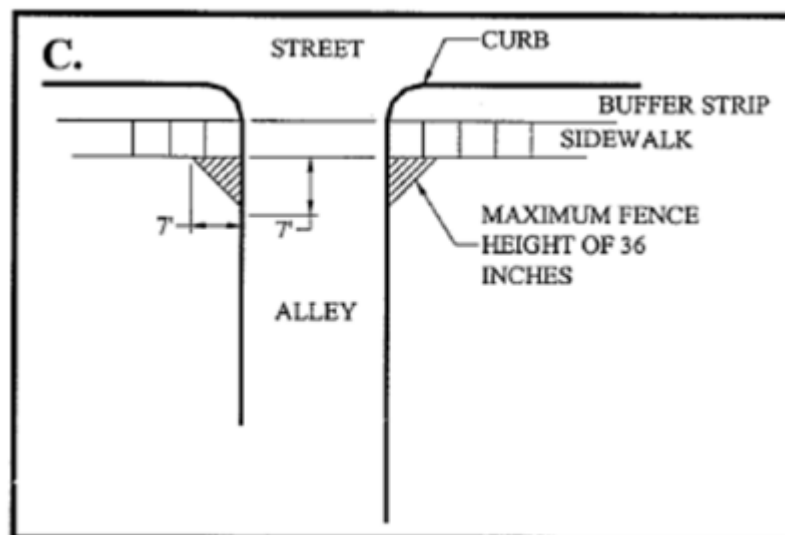
1. A fence, wall, hedge or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.
2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, ~~((no))~~ all fences, vegetation, and other features within the Clear View Triangle defined in SMC17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level~~((exceeding a height of thirty six inches above the curb, may be inside the:~~
 - a. ~~a right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or~~



- b. right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty five miles per hour, the triangle has a side along such arterial of one hundred twenty two feet; or



- e. right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:
- the inside line of the sidewalk; or
 - if there is no sidewalk, a line seven feet inside the curb line.



F. Enclosures for Pools, Hot Tubs, or Ponds.

1. A person maintaining a swimming pool, hot tub, pond or other impoundment of water exceeding five thousand gallons and eighteen inches or more in a depth and located on private property is required to construct and maintain an approved fence by which the pool or water feature is enclosed and inaccessible by small children.
2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building, or other structure approved by the building services department.
3. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.
4. No opening, except a door or gate may exceed four inches in any dimension.
5. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be fifty-four inches above the ground.
6. Outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards.

Building permits are required by the building services department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

Section 7. That SMC section 17C.124.210, table 17C.124-2 is amended to read as follows:

Table 17C.124-2 Development Standards [1]				
Standard	DTC (Downtown Core)	DTG (Downtown General)	DTU (Downtown University)	DTS (Downtown South)
Maximum FAR [2]	No Limit	6	6	4
Maximum height [3]	No Limit	12 Stories [3]	12 Stories [3]	12 Stories [3]
Minimum setback from street lot line [4,5]	0 ft.	0 ft.	0 ft.	0 ft.
Minimum setback from	10 ft.	10 ft.	10 ft.	10 ft.

R-zoned lots [5]				
Minimum setback from lot lines [5]	0 ft.	0 ft.	0 ft.	0 ft.
((Minimum lot size))	((2,500 sq.ft.))	((2,500 sq.ft.))	((2,500 sq.ft.))	((2,500 sq.ft.))
Minimum front lot line	((25)) 10 ft	((25)) 10 ft.	((25)) 10 ft.	((25)) 10 ft.
((Minimum lot depth))	((80 ft.))	((80 ft.))	((80 ft.))	80 ft.
Landscaping required [6]	[6]	[6]	[6]	[6]
Parking required [7]	[7]	[7]	[7]	[7]
<p>Notes:</p> <p>[1] Plan district or overlay zone standards may supersede these standards.</p> <p>[2] The FAR limits apply to non-residential development. There is no FAR limit for residential uses under the maximum height limit.</p> <p>[3] These standards apply within downtown zones that do not have a specific height specified on the zoning map. Additional height, massing, and bonus height standards are found within SMC 17C.124.220, Height and Massing.</p> <p>[4] These standards may be superseded by the required minimum sidewalk width. See SMC 17C.124.230. No permanent encroachments into the right-of-way are allowed at ground level.</p> <p>[5] Structure setbacks are measured from the lot line.</p> <p>[6] This part of the table is for general information purposes only; see chapter 17C.200 SMC, Landscaping and Screening, for the specific standards.</p> <p>[7] This part of the table is for general information purposes only; see chapter 17C.230 SMC, Parking and Loading, for the specific standards.</p>				

Section 8. That SMC section 17C.124.310 is amended to read as follows:

Section 17C.124.310 Fences

A. Purpose.

The fence standards promote the positive benefits of fences without negatively impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists.

B. Types of Fences.

The standards apply to walls, fences, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design.

1. Fencing along streets, alleys, and pedestrian connections. No fence over three and one-half feet in height is allowed within the right-of-way or the required sidewalk width of SMC 17C.124.230.

- a. Measured from the lot line or required sidewalk width, fencing up to six feet high is allowed within the first two feet behind the lot line or required sidewalk width. Greater than two feet back from the street lot line and the required sidewalk width; fencing is subject to the building heights for the zone.

- b. Within two feet of a pedestrian connection through the interior of a site or block, fences are limited to three and one-half feet in height.

2. Fencing shall be behind any required parking lot or site perimeter landscaping.

3. Fencing Material and Color.

Colors shall complement the primary color of the development and shall not be so extreme in contrast or intensity that the color competes with the building for attention. Proposed fencing materials and colors that differ from these standards are subject to an administrative design review process.

- a. Fence color within the public right-of-way or visible from streets shall be a dark material, preferable black or dark matte finish earth tones. Dark earth tone colored fence materials are preferred. (P)

- b. Fencing shall be of a durable material. (P)

- c. Fence materials within the public right-of-way or within eight feet of a street lot line may be wrought iron or similar in appearance, aluminum, metal, or other durable material that meets the objective. (P)

- d. Walls visible from streets shall be masonry, stone, or brick construction. Masonry walls shall have a stucco finish or a textured manufactured finish such as “split face” or “fluted” block. (P)

- e. Chain link fencing is not allowed that is visible from and/or adjacent to a public street. Chain link fencing must be painted or vinyl coated and all part must be a uniform dark matte color such as black or other dark color.
- 4. Sight-obscuring Fences and Walls.
Sight-obscuring fences, walls, and other structures over three and one-half feet high and visible from a street are subject to SMC 17C.124.570, Treating Blank Walls – Building Design.

D. Prohibited Fences.

- 1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire. Three strands of barbed wire may be placed atop a lawful fence if the fence is not visible from an adjacent street or is placed behind a sight-obscuring fence or wall. The fence must be placed upon private property.
- 2. No person may maintain a fence or barrier charged with electricity.
- 3. A fence, wall, or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160.
- 4. No permanent fence may reduce the required sidewalk width.

E. Visibility at Intersections.

- 1. A fence, wall, hedge, or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.
- 2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, ~~((no))~~all fences, vegetation, and other features within the Clear View Triangle defined in SMC 17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level~~((exceeding a height of thirty inches))~~ above the curb ~~((may be inside the:~~
 - a. ~~right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or~~
 - b. ~~right triangle having a fifteen foot side measured along the curb line of the residential street and a seventy five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty five miles per hour, the triangle has a side along such arterial of one hundred twenty two feet; or~~
 - c. ~~right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:~~
 - i. ~~the inside line of the sidewalk; or~~

- ii. ~~if there is no sidewalk, a line seven feet inside the curb line.))~~

Section 9. That SMC section 17C.130.310 is amended to read as follows:

Section 17C.130.310 Fences

A. Purpose

The fence standards promote the positive benefits of fences without adversely impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as to not conflict with the purpose for the setback.

B. Type of Fences

The standards apply to walls, fences, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design

1. Street Setbacks.

No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.130.230.

a. Measured from Front Lot Line.

Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured from a Side Lot Line.

Fences up to six feet high are allowed in required setback that is measured from a side lot line.

c. Fences shall not reduce the required setback width of SMC 17C.130.210.

2. Side or Rear Structure Setbacks.

Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection. When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not in Setbacks.

The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.

Any required or non-required sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen

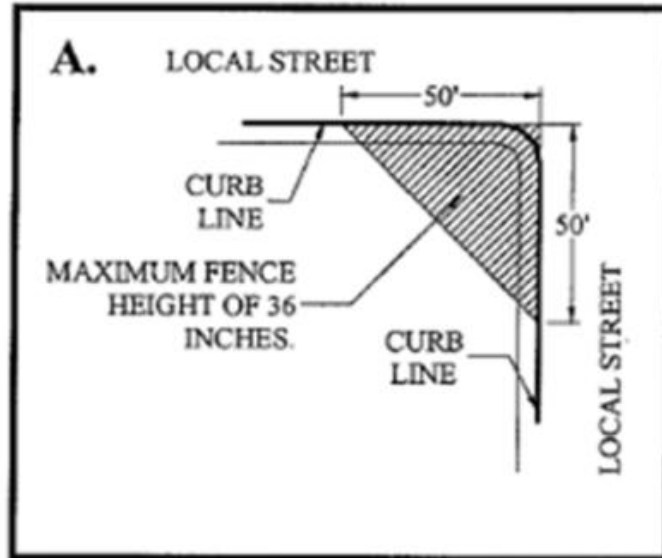
feet of a street lot line shall be placed on the interior side of a L2 see-through buffer landscaping area at least five feet in depth (See chapter 17C.200 SMC, Landscaping and Screening).

D. Prohibited Fences

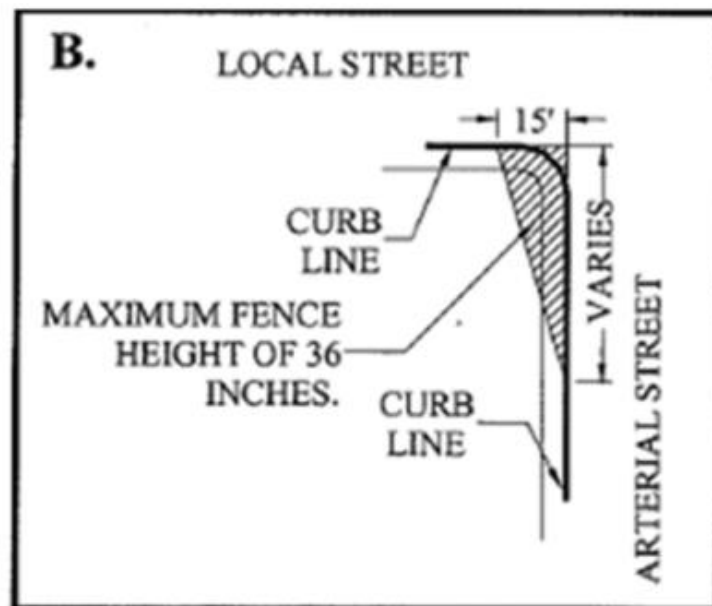
1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.
2. No person may maintain a fence or barrier charged with electricity.
3. A fence, wall or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160 and any such structure is subject to the height requirement for the adjoining setback.
4. No fence may be closer than twelve feet to the curb.

E. Visibility at Intersections

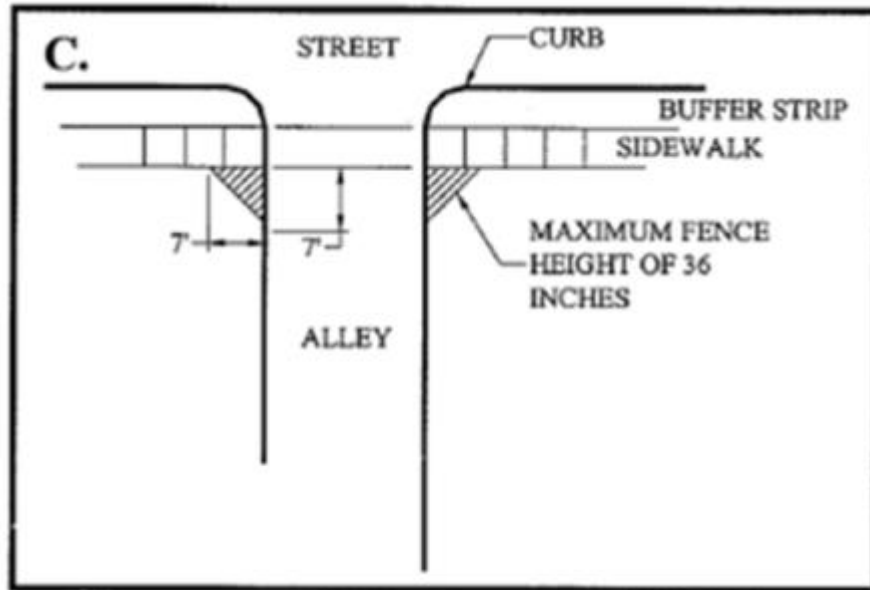
1. A fence, wall, hedge or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.
2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, ~~((no))~~ all fences, vegetation, and other features within the Clear View Triangle defined in SMC 17A.020.030 shall be maintained to keep a vertical clear view zone between three and eight feet from ground level ~~((exceeding a height of thirty-six inches))~~ above the curb, ~~((may be inside the:~~
 - a. ~~right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or~~



- b. ~~right triangle having a fifteen foot side measured along the curb line of the residential street and a seventy five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or~~



- c. ~~right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:~~
- ~~i. the inside line of the sidewalk; or~~
 - ~~ii. if there is no sidewalk, a line seven feet inside the curb line.~~



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F. Enclosures for Pools, Hot Tubs, or Ponds

1. person maintaining a swimming pool, hot tub, pond, or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible by small children.
2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building or other structure approved by the building services department.
3. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.
4. No opening, except a door or gate may exceed four inches in any dimension.
5. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

G. Reference to Other Standards

Building permits are required by the building services department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

Section 10. That SMC section 17C.200.020 is amended to read as follows:

Section 17C.200.020 Plan Submittal Requirements

Landscape plans are not required for a house((s)), an attached houses ((and)) or a duplex((es)) on a lot. For all other types of development on sites, including planned unit developments, of more than seven thousand square feet of lot area, landscape plans shall:

- A. be prepared and stamped by a licensed landscape architect, registered in the state of Washington;
- B. be submitted at the time of application for a development permit; and
- C. include the following elements:
 - 1. The footprint of all structures.
 - 2. The final site grading.
 - 3. All parking areas and driveways.
 - 4. All sidewalks, pedestrian walkways and other pedestrian areas.
 - 5. The location, height and materials for all fences and walls.
 - 6. The common and scientific names of all plant materials used, along with their size at time of planting.
 - 7. The location of all existing and proposed plant materials on the site.
 - 8. A proposed irrigation plan; and
 - 9. Location of all overhead utility and communication lines, location of all driveways and street signs.

Section 11. That SMC section 17C.200.040 is amended to read as follows:

Section 17C.200.040 Site Planting Standards

Sites shall be planted in accordance with the following standards:

- A. Street Frontages.
 - 1. The type of plantings as specified below shall be provided inside the property lines:
 - a. along all commercial, light industrial, and planned industrial zoned properties except where buildings are built with no setback from the property line: a six-foot wide planting area of L2 see-through buffer, including street trees as prescribed in SMC 17C.200.050. Remaining setback areas shall be planted in L3.

- b. along all downtown, CC1, CC2, CC4, and FBC zoned properties except where buildings are built with no setback from the property line, or along a Type 1 Street of the FBC: a five-foot wide planting area of L2 see-through buffer, including street trees as prescribed in SMC 17C.200.050, Street Tree Requirements. Remaining setback areas shall be planted in L3. Living ground cover shall be used, with non-living materials (gravel, river rock, etc.) as accent only. In addition, earthen berms, trellises, low decorative masonry walls, or raised masonry planters (overall height including any plantings shall not exceed three feet) may be used to screen parking lots from adjacent streets and walkways.
 - c. in the heavy industrial zone, along a parking lot, outdoor sales, or
 - d. outdoor display area that is across from a residential zone: a six-foot wide planting area of L2 see-through buffer, including street trees as prescribed in SMC 17C.200.050. Remaining setback areas shall be planted in L3.
 - e. in industrial zones, all uses in the commercial categories (see chapter 17C.190 SMC, Use Category Descriptions, Article III, Commercial Categories) are subject to the standards for uses in the general commercial (GC) zone.
 - f. along all RA, RSF, RTF, RMF, and RHD zones, except for single-family residences and duplexes: six feet of L3 open area landscaping, including street trees as prescribed in SMC 17C.200.050. For residential development along principal and minor arterials, a six-foot high fence with shrubs and trees may be used for screening along street frontages. The fence and landscaping shall comply with the standards of SMC 17C.120.310 for the clear view triangle and must be placed no closer than twelve feet from the curb line. A minimum of fifty percent of the fence line shall include shrubs and trees. The landscaping is required to be placed on the exterior (street side) of the fence.
2. ~~((Except for attached and detached single-family residences and duplexes,))~~~~((p))~~ Plantings may not exceed thirty-six inches in height or hang lower than ninety-six inches within the clear view triangle at street intersections on corner lots and at driveway entries to public streets. The clear view triangle is defined in SMC 17A.020.030~~((SMC 17C.120.310))~~. The director of engineering services may further limit the height of plantings, landscaping structures, and other site development features within the clear view triangle or may expand the size of the clear view triangle as conditions warrant.

B. Other Property Perimeters.

A planting strip of five feet in width shall be provided along all other property lines except where buildings are built with no setback from the property line or where a parking lot adjoins another parking lot. In CC zoned subject properties, the planting strip shall be eight feet in width to enhance the screening between CC and Residential zoned properties. The type of planting in this strip varies depending upon the zone designation of the properties sharing the property line (with or without an intervening alley) as indicated in the matrix below. Where properties with dissimilar zones share a common boundary, the property with the more intense zone shall determine the required type of planting and the planting width. The owners of adjacent properties may agree to consolidate their perimeter plantings along shared boundaries. Therefore, instead of each property providing a five-foot wide planting strip, they together could provide one five-foot wide planting strip, so long as the required planting type, as indicated in the matrix, is provided. Types of landscaping to be provided in planting strips alongside and rear property lines:



Section 11. That SMC section 17C.200.050 is amended to read as follows:

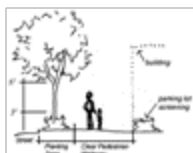
Section 17C.200.050 Street Tree Requirements

A. Purpose.

To provide consistent street frontage character within the street right-of-way. The street tree standards also maintain and add to Spokane's tree canopy and enhance the overall appearance of commercial and neighborhood development. Trees are an integral aspect of the Spokane landscape and add to the livability of Spokane. They provide aesthetic and economic value to property owners and the community at large.

B. Street Tree Implementation.

1. Street trees are required along all city streets in downtown, commercial, center and corridor, industrial zones, residential zones, and in FBC zones.
2. Street trees shall be planted between the curb and the walking path of the sidewalk.



3. Street trees and other landscaping shall be maintained and irrigated by the adjacent property owner.
4. If a street has a uniform planting of street trees or a distinctive species within the right-of-way, then new street trees should be of a similar form, character and planting pattern.
5. For a full list of approved trees in the city of Spokane, see the urban forestry program's approved street tree list. Species selection should be guided by individual site conditions including hydrology, soil, solar orientation, and physical constraints.

C. Planting Zones.

1. Provide continuous planting strips or individual planting areas per Table 17C.200.050-1, Tree Planting Dimensional Standards.

TABLE 17C.200.050-1 Tree Planting Dimensional Standards [1]		
ZONE	CONTINUOUS PLANTING STRIP (minimum width as measured from back of curb)	INDIVIDUAL PLANTING AREA (width as measured from back of curb)
Downtown	Individual Planting Areas (tree vaults) required [1]	4 ft. minimum 6 ft. maximum [2]
CC	5 ft.	4 ft. minimum 6 ft. maximum [2]
FBC	Individual Planting Areas (tree vaults) required [1]	5 ft [2]
Commercial	5 ft.	4 ft. minimum 6 ft. maximum [2]
Industrial	6 ft.	Continuous Planting Strip required [3]
RA, RSF, RTF	6 ft.	Continuous Planting Strip required [3]
RMF, RHD	6 ft.	Continuous Planting Strip required [3]
School/Church Loading Zone	Not Applicable	4 ft. minimum 6 ft. maximum [2, 4]
Notes: [1] Individual Planting Areas (tree vaults) are the standard for the Downtown and FBC Zones. Proposals for Continuous Planting Strips may be evaluated on a case by case basis. [2] Un-compacted soils are necessary for street trees. Individual planting areas (or tree vaults) must be of a size to accommodate a minimum of 100 cubic feet of un-compacted soils per tree at a maximum depth of three feet. Refer to the Engineering Design Standards for examples of potential options in individual planting areas. [3] Continuous Planting Strips are the standard for Industrial and Residential Zones. However, individual planting areas meeting the CC standard may be proposed and evaluated on a case by case basis in Industrial, RMF and RHD Zones. [4] In all zones, within a school/church loading zone, street tree location may vary from the standard as long as street trees are located within the right-of-way.		

[5] In all zones, when a continuous planting strip will double as a stormwater swale, the minimum width shall be 6.5 feet.

2. Continuous Planting Strips.

- a. Continuous planting strips may be planted with living ground cover or low plantings that are maintained at a height less than three feet from ground level.
- b. When auto traffic is immediately adjacent to the curb, new street trees must be planted at least three feet from the edge of the automobile travel way.



3. Individual Planting Areas.

- a. When an individual planting area is not symmetrical, the longer dimension shall run along the curb.
- b. Tree grates or plantings are acceptable. However, when there is on-street parking, a tree grate or a paved walk eighteen inches wide behind the curb are encouraged to help avoid conflicts with car doors and foot traffic. The minimum clear pedestrian walking path as required for the zone shall be maintained.

Tree Grates



Street Trees with plantings up to 3 ft.



- c. Where tree grates are used, they shall be ADA accessible and have a similar size and material as tree grates found in adjacent developments. Where tree grates are used, tree guards are encouraged for tree protection.

Tree Grate with Tree Guard



- d. Un-compacted soils are necessary for street trees. A minimum of one hundred cubic feet per tree at a maximum depth of three feet is required. See Engineering Design Standards for examples of potential options in individual planting areas and for retrofitting sidewalks.



D. Size Requirements for New Street Trees.

1. Street trees shall meet the most recent ANSI standards for a two-inch caliper tree at the time of planting
2. Larger shade trees with spreading canopies or branches are desirable where possible. Species of street trees within the public rights-of-way shall be approved by the City urban forester and reviewed by the director of engineering services.
3. If overhead power lines are present, street trees shall be limited to a mature height of twenty-five feet to avoid conflict with utility lines and maintenance crews.

E. Spacing Requirements for Street Tree Spacing.

The objective is to create a continuous tree canopy over the sidewalk.

1. Continuous planting strips.
Average spacing shall be twenty five feet for small and columnar trees and thirty feet for canopy trees. The planning director may allow increased spacing for exceptionally large trees or upon the recommendation of the urban forester.
2. Individual planting areas.
Average spacing for all tree sizes and types shall be twenty-five feet. Trees planted adjacent to parallel parking stalls with meters may be spaced twenty feet apart.
3. Street tree plantings shall consider the location of existing utilities, lighting, driveways, business entrances and existing and proposed signs. See the Engineering Design Standards for required dimensions.

F. Clear View Zone.

Landscaped areas between the curb and sidewalk, as well as landscaped

areas within the clear view triangle as defined in SMC 17A.020.030 ((SMC 17C.120.310)) shall be maintained or plant material chosen to maintain a vertical clear view zone between three and eight feet from ground level ((above the curb)).



Section 12. That SMC section 17C.230.140 is amended to read as follows:

Section 17C.230.140 Development Standards

A. Parking Area Layout

1. Access to Parking Spaces.

All parking areas, except stacked parking areas, must be designed so that a vehicle may enter or exit without having to move another vehicle.

2. Parking Space and Aisle Dimensions.

- a. Parking spaces and aisles in RA, RSF, RSF-C, RTF, RMF, RHD, FBC CA4, O, OR, NR, NMU, CB, GC, and industrial zones must meet the minimum dimensions contained in Table 17C.230-3.

Parking spaces and aisles in Downtown((,)) CC, and FBC CA1, CA2, CA3 zones must meet the minimum dimensions contained in Table 17C.230-4. In all zones, on dead end aisles, aisles shall extend five feet beyond the last stall to provide adequate turnaround.

ADOPTED 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
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

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 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**

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

01/11/2016

Date Rec'd

12/10/2015

Clerk's File #

ORD C35347

Renews #**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Contact Name/Phone

TAMI 625-6157

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Agenda Item Name

4700-AMENDING SMC SECTIONS 17D.075.020

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

An ordinance relating to transportation impact fees; amending SMC sections 17D.075.020.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

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Approvals**Dept Head**

BECKER, KRIS

Division Director

SIMMONS, SCOTT M.

Finance

KECK, KATHLEEN

Legal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

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

PCED 11/16/15

Distribution List**Additional Approvals****Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35347

An ordinance relating to transportation impact fees; amending SMC sections 17D.075.020.

The City of Spokane does ordain:

Title 17D City-wide Standards

Chapter 17D.075 Transportation Impact Fees

Section 17D.075.020 Definitions

As used in this chapter, the following words and terms shall have the following meanings unless the context clearly requires otherwise. Terms otherwise not defined herein shall be defined pursuant to RCW 82.02.090, or given their usual and customary meaning.

- A. "Accessory dwelling unit" means a dwelling unit that has been added onto, created within, or separated from a single-family detached dwelling for use as a complete independent living unit with provisions for cooking, eating, sanitation, and sleeping.
- B. "Act" means the Growth Management Act, as codified in chapter 36.70A RCW, as now in existence or as hereafter amended.
- C. "Applicant" means the owner of real property according to the records of the Spokane County, or the applicant's authorized agent.
- D. "Baseline study" means the 2008 transportation baseline study that has been developed by HDR Engineering and Planning, City Project No. 2005155.
- E. "Building permit" means the official document or certification that is issued by the building department and that authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, tenant improvement, demolition, moving or repair of a building or structure.
- F. "Capital facilities" means the facilities or improvements included in the capital facilities plan.
- G. "Capital facilities plan" means the capital facilities plan element of the City's comprehensive plan adopted pursuant to chapter 36.70A RCW, as amended from time to time.

- H. "Certificate of occupancy" means the term as defined in the International Building Code. In the case of a change in use or occupancy of an existing building or structure which may not require a building permit, the term shall specifically include certificate of occupancy and for residential development the final inspection, as those permits are defined or required by this code.
- I. "City" means the City of Spokane.
- J. "City council" means the city council of the City of Spokane.
- K. "Comprehensive plan" means the City of Spokane comprehensive plan adopted pursuant to chapter 46.70A RCW, as amended from time to time.
- L. "Complete street" means a landscaped, tree-lined street corridor designed for multiple modes of transportation, consistent with SMC 17C.124.035. Complete streets balance the various needs of pedestrian and vehicular use. Some include bicycle and transit improvements as well. Pedestrian amenities on Complete streets may include street furniture, decorative lighting, wide sidewalks with curb extensions (bulb-outs) at street corners, decorative crosswalks, public art, outdoor restaurants, plazas, and improved sidewalk-building interfaces (e.g., awnings, street-oriented retail activity).
- M. "Concurrent" or "concurrency" means that the public facilities are in place at the time the impacts of development occur, or that the necessary financial commitments are in place, which shall include the impacts fees anticipated to be generated by the development, to complete the public facilities necessary to meet the specified standards of service defined in the comprehensive plan within six years of the time the impacts of development occur.
- N. "Department" means the department of engineering services.
- O. "Development activity" means any construction or expansion of a building, structure, or use, or any change in use of a building or structure, or any changes in the use of land, that creates additional demand and need for public facilities.
- P. "Development approval" means any written authorization from the City that authorizes the commencement of development activity.
- Q. "Director" means the director of engineering services, or the director's designee.
- R. "Dwelling unit" means a single unit providing complete and independent living facilities for one or more persons, including permanent facilities for living, sleeping, eating, cooking, and sanitation needs.

- S. "Encumbered" means to have reserved, set aside or otherwise earmarked the impact fees in order to pay for commitments, contractual obligations, or other liabilities incurred for public facilities.
- T. "Feepayer" is a person, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation commencing a land development activity that creates the demand for additional public facilities, and which requires the issuance of a building permit. "Feepayer" includes an applicant for an impact fee credit.
- U. "Gross floor area" is the total square footage of all floors in a structure as defined in chapter 17A.020 SMC.
- V. "Hearing examiner" means the person who exercises the authority of chapter 17G.050 SMC.
- W. "Impact fee" means a payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development. "Impact fee" does not include a reasonable permit fee, an application fee, or the cost for reviewing independent fee calculations.
- X. "Impact fee account" or "account" means the account(s) established for each service area for the system improvements for which impact fees are collected. The accounts shall be established pursuant to this chapter, and shall comply with the requirements of RCW 82.02.070.
- Y. "Independent fee calculation" means the impact fee calculation and or economic documentation prepared by a feepayer to support the assessment of an impact fee other than by the use of schedule set forth in SMC 17D.075.180, or the calculations prepared by the Director where none of the fee categories or fee amounts in the schedules in this chapter accurately describe or capture the impacts of the new development on public facilities.
- Z. "Interest" means the interest rate earned by local jurisdictions in the State of Washington local government investment pool, if not otherwise defined.
- AA. "Interlocal agreement" or "agreement" means a transportation interlocal agreement, authorized in this chapter, by and between the City and other government agencies concerning the collection and expenditure of impact fees, or any other interlocal agreement entered by and between the City and another municipality, public agency or governmental body to implement the provisions of this chapter.

- AB. "ITE manual" means Institute of Transportation Engineers (ITE) Trip Generation Manual (~~((7th Edition))~~) (9th Edition), as amended from time to time.
- AC. "Owner" means the owner of real property according to the records of the Spokane County department of records and elections, provided that if the real property is being purchased under a recorded real estate contract, the purchaser shall be considered the owner of the real property.
- AD. "Pass-by trip rates" means those rate study pass-by rates set forth in SMC 17D.075.200.
- AE. "Proportionate share" means that portion of the cost of public facility improvements that are reasonably related to the service demands and needs of new development.
- AF. "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development and that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in the City's capital facilities plan shall be considered a project improvement.
- AG. "Public facilities" means publicly owned streets and roads, including related sidewalk and streetscape improvements required by the City's comprehensive plan and related development regulations.
- AH. "Rate study" means the 2007 transportation impact fee rate study, dated October 26, 2007, as updated and amended from time to time.
- AI. "Residential" means housing, such as single-family dwellings, accessory dwelling units, apartments, condominiums, mobile homes, and/or manufactured homes, intended for occupancy by one or more persons and not offering other services.
- AJ. "Square footage" means the square footage of the gross floor area of the development as defined chapter 17A.020 SMC.
- AK. "Service area" means one of the four geographic areas defined by the City in which a defined set of public facilities provide service to development within each of the identified areas. The City has identified the service areas, based on sound planning and engineering principles. These service areas are generally referred to as the downtown service area, the northwest service area, the northeast service area, and the south service area. Maps depicting the service areas are set forth in SMC 17D.075.190 and shall also be maintained by the director in the offices of the engineering services department and shall be available for public inspection during regular business

hours.

AL. "System improvements" means public facilities included in the capital facilities plan and are designed to provide service to service areas within the community at large, in contrast to project improvements.

AM. "Trip length adjustment factor" means the trip length adjustment factors identified in SMC 17D.075.200.

ADOPTED 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
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

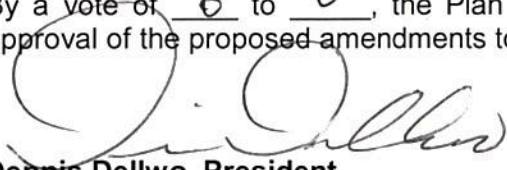
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

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 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**

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

01/11/2016

Date Rec'd

12/10/2015

Clerk's File #

ORD C35348

Renews #**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Contact Name/Phone

TAMI 625-6157

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

4700-AMENDING SMC SECTIONS 17E.060.280 AND 17E.060.04

Agenda Wording

An ordinance relating to environmental standards of the Unified Development Code (UDC); amending SMC sections 17E.060.280 and Table 17E.060-04.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PCED 11/16/15

Finance

KECK, KATHLEEN

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35348

An ordinance relating to environmental standards of the Unified Development Code; amending SMC sections 17E.060.280 and Table 17E.060-04.

The City of Spokane does ordain:

Section 1. That SMC section 17E.060.280 is amended to read as follows:

Section 17E.060.280 Physical and Visual Public Access

- A. The provisions of this section recognize that there are two types of public access to the shoreline: physical public access and visual public access. Visual access is an important shoreline management objective. Consideration must be given to protecting the shoreline's visual quality to and from waterways and their adjacent shoreland features.
 - 1. With respect to development on private property, the physical access requirements of this chapter are not intended to require property owners to increase the public's physical access to the shorelines. With respect to future development on private property, the fundamental principle underlying this chapter's access provisions is that development on private property should not result in a net loss of the public's currently existing rights to visual and physical access to the shorelines.
 - 2. With respect to public property, the physical access provisions are intended to promote an increase in the public's visual and physical access to the shoreline in a balanced manner, through mechanisms such as the further improvement of existing public property and potential future acquisition of additional public property.
- B. When required under this chapter, public access shall be a physical improvement in the form of one or combination of the following: pathway, trail, bikeway, corridor, viewpoint, park, deck, observation tower, pier, boat-launching ramp, or other areas serving as a means of view and/or physical approach to public waters for the public. Public access may also include, but not be limited to, interpretive centers and displays explaining the history and features of the Spokane River or Latah Creek.
- C. When public access is provided, it shall not result in a net loss of existing shoreline ecological functions.
- D. Except as provided in SMC 17E.060.~~((280))~~290(U) and (V), and subject to the limitations set forth in SMC 17E.060.~~((280))~~290(A), public access shall be provided for any new development activity that requires a shoreline substantial development permit, conditional use permit, and/or variance permit where any of the following conditions are present:

1. Where a new development activity will create increased demand for public access to the shoreline, the development shall provide public access proportional to the degree of impact as mitigation.
 2. Where a new development will interfere with an existing public access way, the development shall provide public access to mitigate this impact. Such interference may be caused by blocking access or by discouraging use of existing on-site or nearby accesses; or
 3. Where a new development will interfere with a public use of lands or waters waterward of the ordinary-high-water-mark, the development shall provide public access.
- E. When provisions for public access are required as a condition of project approval, public access provisions shall be consistent with all relevant constitutional and other limitations on private property. The provisions of these shoreline regulations shall not be construed so as to deprive a property owner of economically viable use of private property.
- F. Submerged public rights-of-way shall not be diminished. Public access provided by existing shoreline street ends and public rights-of-way shall be preserved, maintained, and enhanced consistent with RCW 35.79.035. Vacation of shoreline street ends shall comply with the statutory provisions therein.
- G. Public access shall be fully developed and open to the public no later than the time of the director's final inspection of the proposed development.
- H. Public access easements and permit conditions shall be recorded on the deed of title and/or on the face of the plat or short plat as a condition running with the authorized land use. Such easement, plat, or other legal instrument evidencing the public access conditions shall be recorded with the Spokane County auditor's office.
- I. Maintenance of the public access shall be the responsibility of the owner or developer over the life of the use or development unless otherwise accepted by public or private agency through a formal agreement recorded with the County auditor's office. Future actions by the applicant, successors in interest, or other parties shall not diminish the usefulness or value of the public access provided.
- J. Minimum width of public access easements shall be ten feet, consistent with the dimensional standards for public access stated in Table 17E.060-5, unless the director determines that undue hardship will result. In such cases, easement width may be reduced only to the minimum extent necessary to relieve the hardship.
- K. Shoreline public access shall:
1. be located adjacent to other planned or existing public areas, public and private accesses and trails, and connected to the nearest public street or public walkway;

2. consist of an area on the property from which the water and water activities can be observed and there shall be no significant obstruction of the view from this viewpoint; and
 3. include provisions for handicapped and physically impaired persons where feasible.
- L. Where public access is required along the shoreline, a public pedestrian access walkway parallel to the ordinary high-water mark shall be preferred.
 - M. If a parcel exceeds three hundred feet of shoreline frontage and a continuous public access pathway parallel to the river is not feasible, shoreline access points shall be provided at an average of every three hundred feet.
 - N. At a maximum interval of three hundred feet of structure that is generally parallel to the river, there shall be a clear visual and pedestrian penetration at the ground level from a public street to the river corridor. The visual and pedestrian penetration shall not be less than thirty feet wide.
 - O. Pursuant to SMC 17E.060.730, public access may be provided within a required buffer area when said access demonstrates compliance with the critical areas ordinances and mitigation sequencing in SMC 17E.060.230 and shall be reviewed and approved on a case-by-case basis.
 - P. Where there is an irreconcilable conflict between water-dependent shoreline uses or physical public access and maintenance of views from adjacent properties, the water-dependent uses and physical public access shall have priority.
 - Q. Public access may be limited as to hours of availability and types of activities permitted. However, twenty-four hour availability shall be preferred and the access shall be available to the public on a regularly scheduled basis.
 - R. Approved signs that indicate the public's right of access and hours of access shall be installed and maintained by the owner.
 - S. Access required for public projects shall include directional signage to points of interest and interpretive signage that describes shoreline features such as shoreline ecology, cultural history, and other site-specific information.
 - T. Public access within the shoreline jurisdiction may be denied to any person who creates a nuisance or engages in illegal conduct on the property. The director may authorize public access to be temporarily or permanently closed if it is found that offensive conduct cannot otherwise be reasonably controlled.
 - U. Physical and visual public access shall not be required for the following uses:
 1. Residential single-family.
 2. Residential two-family.
 3. Residential three-family.
 4. Residential subdivision of land into four or fewer parcels.

5. Agriculture.
6. Dredging.
7. Forest practices.
8. Landfill and excavation.
9. Mining.
10. Private docks serving four or fewer dwelling units.
11. In-stream structures.
12. Shoreline stabilization; and
13. Ecological restoration or enhancement activities not associated with development when the purpose of the project would be undermined.

V. Public access shall not be required where one or more of the following conditions apply:

1. The City has adopted a public access plan that designates another preferred location in proximity to the project site.
2. Environmental harm will result from the public access that cannot be mitigated.
3. Unavoidable health or safety hazards to the public exist which cannot be prevented by any practical means; or
4. Inherent security requirements of the use cannot be satisfied through the application of alternative design features or other solutions.

W. In granting an exception to required public access, the director shall review all reasonable alternatives for public access. The alternatives shall include a provision:

1. for access which is physically separated from a potential hazard or interference through barriers such as fencing and landscaping; and/or
2. of access at a site geographically separated from the development site but under the control of the applicant.

X. Except as provided in SMC 17E.060.290(U) and (V), applicants shall demonstrate that the proposed project will not decrease the existing level of physical and visual access to the shoreline. An increase in physical and visual public access is encouraged.

Y. No permit shall be issued for any new or expanded building or structure more than thirty-five feet above average grade level within the shoreline jurisdiction that will obstruct the view of a substantial number of residences on or adjoining such shorelines except where the SMP or underlying zoning does not prohibit such development and only when overriding considerations of the public interest will

be served. The applicant shall be responsible for providing sufficient information to the director to determine that such development will not obstruct the view of a substantial number of residences on or adjoining such shorelines.

Section 2. That SMC section 17E.060.690, table 17E.060-04 is amended to read as follows:

TABLE 17E.060-04 SHORELINE PRIMARY USES							
Use is:		Shoreline Environments					
P:	Permitted (with shoreline substantial development permit or exemption)	NE	UCE	SRE	LUE	IUE	WTPE
N:	Not permitted						
L:	Allowed, but special limitations						
CU:	Conditional use review required						
Agriculture							
Low intensity agriculture		N	L ^[1] /CU	N	N	N	N
High intensity agriculture		N	N	N	N	N	N
Aquaculture							
Aquaculture		N	N	N	N	N	N
Boating Facilities							
Marinas		N	N	N	N	N	N

Launch ramps for small non-motorized watercraft	CU	CU	CU	CU	N	CU
Capital Facilities and Utilities						
Maintenance of existing utilities or facilities	P	P	P	P	P	P
New construction or expansion of existing utilities or facilities	L ^[2] /CU	L ^[2] /CU	L ^[2] /CU	L ^[2] /CU	L ^[2] /CU	L ^[2] /CU
Over-water or underwater utility crossings	CU	CU	CU	CU	CU	CU
New bridges solely for pipelines	N	N	N	N	N	N
Facilities which constitute the final termination or destination of a transmission line	N	N	N	N	N	N
Expansions or upgrades of existing wastewater treatment plant facilities and accessory uses	N	N	N	N	N	CU
New wastewater treatment plant facilities and pumping stations	N	N	N	N	N	L ^[2] /CU
New wastewater treatment outfall infrastructure	CU	CU	CU	CU	CU	P
New wireless communication support tower	N	N	N	N	N	N

Commercial Development						
Water-dependent commercial uses	N	P	N	P	P	N
Water-related commercial uses	N	P	N	P	P	N
Water-enjoyment commercial uses	N	P	N	P	P	N
Non-water-oriented commercial uses	N	L ^[3]	N	L ^[3]	L ^[3]	N
Forest Practices						
Forest practices	N	N	N	N	N	N
Industrial Development						
Water-dependent industrial uses	N	CU	N	CU	CU	N
Water-related industrial uses	N	CU	N	CU	CU	N
Non-water-oriented industrial uses	N	L ^[4] /CU	N	L ^[4] /CU	L ^[4] /CU	N
High-impact industrial uses	N	N	N	N	N	N
Institutional						
Water-dependent institutional	CU	CU	CU	CU	CU	N
Water-related institutional	CU	CU	CU	CU	CU	N
Water-enjoyment institutional	CU	CU	CU	CU	CU	CU
Non-water-oriented institutional	L ^[5] /CU	L ^[5] /CU	L ^[5] /CU	L ^[5] /CU	L ^[5] /CU	N

In-stream Structures						
In-stream structures	L ^[6] /CU	CU	CU	CU	CU	CU
Mining						
Mining	N	N	N	N	N	N
Recreational Development						
Water-dependent recreational	CU	CU	CU	CU	CU	N
Water-related recreation	CU	CU	CU	CU	CU	N
Water-enjoyment recreation	L ^[7] /CU	CU	CU	CU	CU	((N)) <u>CU</u>
Non-water-oriented recreation	N	CU	CU	CU	CU	N
Residential Development						
Single-family residences	CU	P	P	P	P	N
Two-family residences	N	P	P	P	P	N
Three-family residences	N	P	P	P	P	N
Multi-family residences (4 or more dwelling units)	N	CU	CU	CU	CU	N
Accessory dwelling unit (ADU)	CU	P	P	P	P	N
Detached accessory structures	CU	P	P	P	P	N
Group living	N	CU	CU	CU	CU	N
Subdivision						

All subdivisions (including binding site plans)	L ^[8] /CU	CU	CU	CU	CU	N
Parking						
Commercial parking or parking facility as primary use	N	N	N	N	N	N
Parking, accessory to a permitted use	P	P	P	P	P	P
Transportation						
New streets or street expansions that are part of the City of Spokane designated regional arterial network	L ^[9] /CU	L ^[9] /CU	L ^[9] /CU	L ^[9] /CU	L ^[9] /CU	L ^[9] /CU
New local access streets or street expansions serving permitted shoreline uses	L ^[10] /CU	L ^[10]	L ^[10]	L ^[10]	L ^[10]	L ^[10]
Pedestrian and bicycle linkages to existing or planned transportation networks	L ^[11] /CU	P	P	P	P	P
Maintenance roads, accessory to a permitted use	P	P	P	P	P	P
Railroads and Rail Corridors						
New rail lines	L ^[12] /CU	L ^[12] /CU	L ^[12] /CU	L ^[12] /CU	L ^[12] /CU	L ^[12] /CU
Expansion of existing rail lines	P	P	P	P	P	P

ADOPTED 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
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

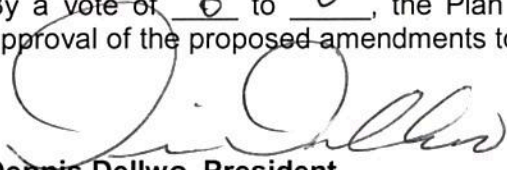
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

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 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**

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

01/11/2016

Date Rec'd

12/10/2015

Clerk's File #

ORD C35349

Renews #**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Contact Name/Phone

TAMI 625-6157

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Agenda Item Name

4700-REPEALING SMC SECTION 17F.070.190

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

An ordinance relating to the existing building and conservation code; repealing SMC Section 17F.070.190.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code (UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact**Budget Account**

Neutral \$

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Select \$

#

Select \$

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Select \$

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

BECKER, KRIS

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PCED 11/16/15

Finance

KECK, KATHLEEN

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35349

An ordinance relating to the existing building and conservation code; repealing SMC Section 17F.070.190.

The City of Spokane does ordain:

Section 1. That SMC section 17F.070.190, entitled "Number of Exits" is repealed.

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
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

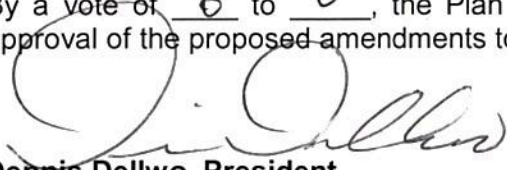
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

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 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**

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

01/11/2016

Date Rec'd

12/10/2015

Clerk's File #

ORD C35350

Renews #**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Contact Name/Phone

TAMI 625-6157

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Agenda Item Name

4700 - ORDINANCE AMENDING SMC 08.02.0220, 038 & 065

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

An ordinance relating to land use fees; amending SMC sections 08.02.0220, 08.02.038, 08.02.065.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the Unified Development Code(UDC) following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

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#

Approvals**Dept Head**

BECKER, KRIS

Division Director

SIMMONS, SCOTT M.

Finance

KECK, KATHLEEN

Legal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

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

PCED 11/16/15

Distribution List

lhattenburg@spokanecity.org

jrichman@spokanecity.org

tpalmquist@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35350

An ordinance relating to land use fees; amending SMC sections 08.02.0220, 08.02.038, 08.02.065.

The City of Spokane does ordain:

Section 1. That SMC section 08.02.0220 is amended to read as follows:

Section 08.02.0220 – Sidewalk Cafes

- A. An annual fee of ~~((two hundred fifty))~~ one hundred dollars shall be paid for operation of a sidewalk café as long as the original approved site plan is implemented. Modifications of the sidewalk café which extend beyond the original approved plan shall require a new review and a review fee of two hundred fifty dollars.
- B. The application fee for a new sidewalk café is fifty dollars.
- C. The review fee for a new sidewalk café is three hundred dollars.

Section 2. That SMC section 08.02.038 is amended to read as follows:

Section 08.02.038 Shorelines Management

- A. The application fees for new projects are as follows:

PROJECT VALUATION	FEE
\$2,500 - \$10,000	\$1,020
\$10,001 - \$50,000	\$1,420
\$50,001 - \$250,000	\$2,700
\$250,001 - \$1,000,000	\$5,400
Over \$1,000,000	\$6,750 plus 0.1% of project value
For Variance Add	\$2,160
For Conditional Use Add	\$1,860

- B. The fee for presubmittal review is five hundred fifty-five dollars.
- C. The fee for a shoreline exemption is five hundred fifty-five dollars.
- ~~C-~~ D. The fee for a permit amendment is eighty percent of the fee under this schedule.
- ~~D-~~ E. The fee should accompany the formal application for a permit or amendment.

Section 3. That SMC section 08.02.065 is amended to read as follows:

Section 08.02.065 Streets and Airspace

Title 08 Taxation and Revenue

Chapter 08.02 Fees and Charges

Article VI. Land Use and Occupancy

Section 08.02.065 Streets and Airspace

A. The fees in connection with skywalks are:

1. Seven thousand one hundred sixty dollars for the application to the hearing examiner.
2. Three hundred thirty-five dollars for annual inspection; and
3. Two thousand two hundred ninety dollars for renewal if the renewal is sought within twenty years from date of issuance of the permit.

For the use of public airspace other than pedestrian skywalk, the fee will be as provided in the agreement.

B. ~~((The landowner must pay a twenty-five dollar fee plus the actual recording costs for the covenant to remove encroaching improvements in unused street right-of-way, as provided in SMC 17G.010.160.)) [Deleted]~~

C. The fee for a street address assignment as provided in SMC 17D.050.030 is ten dollars. The fee for a street address change is twenty-five dollars.

D. The street obstruction permit fees are as follows. All fees are minimum charges for time periods stated or portions of said time periods:

1. when the public way is obstructed by a dumpster or a temporary storage unit the fee is one hundred dollars per fifteen-day period.
2. for long-term obstruction (longer than twenty-one days) in the central business district or other congested area the fee is twenty cents per square foot of public right-of-way obstructed for each month period. The director of engineering services may adjust these boundaries in the interests of the public health, safety, and convenience, considering the need to promote traffic flows and convenience in administrative enforcement needs. ~~((See Central Business District Zone SMC 11.19.194)))~~;
3. for an obstruction not provided for in subsections (1) or (2) of this section, the fees are stated below:
 - a. When the public way is excavated for:
 - i. the first three working days: One hundred dollars;

- ii. each additional three-working-day period: Forty dollars.
- b. When no excavation for:
 - i. the first three days: Twenty-five dollars per day;
 - ii. each additional three-day period: Forty dollars.
- c. Master annual permit fee set by the (~~director of engineering services~~) development services center manager based on a reasonable estimate of the expense to the City of providing permit services. Permit fees are payable at least quarterly. If a master annual permit fee is revoked, the party may apply for a refund of unused permit fees;
- 4. a parking meter revenue loss fee of thirteen dollars per meter per day within the City central business district and six dollars fifty cents per meter per day for all other meters shall be paid for each meter affected by an obstruction of the public right-of-way;
- 5. a charge of five hundred dollars is levied whenever a person:
 - a. does work without a required permit; or
 - b. exempt from the requirement for a permit fails to give notice as required by [SMC 12.02.0740\(B\)](#);
- 6. a charge of two hundred fifty dollars is levied whenever a permittee does work beyond the scope of the permit;
- 7. no fee is charged for street obstruction permits for activities done by or under contract for the City.
- E. The review fee for a traffic control plan is fifty dollars.
- F. The fee for a building moving permit is one hundred dollars.
- G. The annual permit fee for applicators of road oil or other dust palliatives to public ways and places of public travel or resort is one hundred dollars. A contractor must notify the department of engineering services in accordance with [SMC 12.02.0740\(B\)](#).
- H. Street vacation application fee is four hundred dollars.
- I. The fees for approach permits are:
 - 1. For a commercial driveway: Thirty dollars; and
 - 2. For a residential driveway: Twenty dollars.

ADOPTED 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
Planning and Development Services
November 16, 2015

Subject:

Unified Development Code (UDC) Maintenance Project.

Background:

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's UDC. The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010.

The City Plan Commission held a public hearing on December 11, 2013, for items contained in the 2013 UDC Packet, however, due to unforeseen circumstances they never made their way to City Council. As part of the 2015 UDC project we incorporated the 2013 packet back through the public process since it had been so long.

The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. Prior to the hearing the Plan Commission held several workshops. Public notice was provided, and a SEPA threshold determination was made. The Plan Commission adopted findings and conclusions and recommended amendments by a unanimous vote.

Impact:

This is an ongoing work program activity for the Planning and Development Services Department. The intent is to monitor the UDC and make necessary adjustments annually.

Action:

City Council will be requested to adopt ordinances amending the Unified Development Code at an upcoming City Council meeting.

For further information on this subject contact Tami Palmquist, Planning and Development Services, 625-6157.

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
2013 & 2015 Unified Development Code Maintenance Project**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Spokane Municipal Code. The changes include amendments to the Spokane Municipal Code (SMC) Title 7, Title 8, Title 10, Title 12 and Title 17 Unified Development Code, including Chapters 17A, 17C, 17D, 17E, 17F and 17G.

Findings of Fact:

- A.** The Planning Department tracks needed changes to Title 17 SMC and, in 2013, the Department submitted a number of proposed amendments to the Plan Commission for its consideration.
- B.** On or about December 11, 2013, the Plan Commission previously recommended approval of the 2013 UDC Packet. Due to unforeseen circumstances, however, the packet was never taken to City Council for a final public Hearing. The packet was reintroduced and incorporated into the 2015 UDC Packet for additional input and review.
- C.** Staff requested comments from agencies and departments in late summer of 2015. The documents were available for public review on the Planning and Development website starting in September 2015.
- D.** The Spokane City Plan Commission held several workshop sessions to study the proposed amendments.
- E.** On August 25, 2015 and October 16, 2015, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Spokane Municipal Code.
- F.** A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on October 16, 2015 for the 2015 Unified Development Code Update Project. The public comment period for the SEPA determination ended on October 30, 2015.
- G.** Notice of the proposed Unified Development Code amendments and announcement of the Plan Commission's November 11, 2015 public hearing was published in the Spokesman Review on October 30, 2015 and November 4, 2014.
- H.** The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed amendments.
- I.** The Plan Commission made a decision to approve the proposed amendments to the Unified Development Code per staff's memo dated November 3, 2015.

Conclusions:

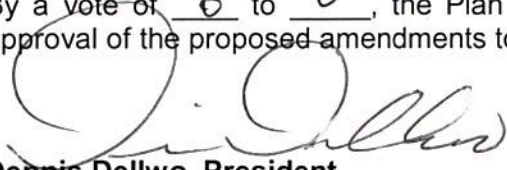
- A. The Plan Commission has reviewed all public testimony received during the public hearings.
- B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

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 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**

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

01/11/2016

Date Rec'd

12/9/2015

Clerk's File #

ORD C35351

Renews #**Submitting Dept**

DEVELOPMENT SERVICES CENTER

Contact Name/Phone

TAMI 625-6157

Contact E-Mail

TPALMQUIST@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Agenda Item Name

4700 - AMENDING SMC 07.02.070

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

An ordinance relating to Street Obstruction Permits; amending SMC sections 07.02.070.

Summary (Background)

Planning and Development Services and Plan Commission engage in ongoing review and amendments, as needed, to the City's Unified Development Code(UDC). The Plan Commission recently recommended approval of a number of minor amendments to the UDC following the procedures set forth in SMC 17G.025.010. The City Plan Commission held a public hearing on November 11, 2015 to obtain public comments on the proposed UDC amendments. The Plan Commission adopted findings and conclusions and recommended

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

BECKER, KRIS

Division Director

SIMMONS, SCOTT M.

Finance

KECK, KATHLEEN

Legal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

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

PCED 11/16/15

Distribution List

lhattenburg@spokanecity.org

jrichman@spokanecity.org

tpalmquist@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

amendments by a unanimous vote.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO C35351

An ordinance relating to Street Obstruction Permits; amending SMC sections 07.02.070.

The City of Spokane does ordain:

Chapter 07.02 Bonds in Favor of City

Section 07.02.070 Street Obstruction

An applicant for a street obstruction permit, as provided in SMC 17G.010.210(D) must furnish a bond, which may be combined with another bond and cover all activities on an annual basis, approved by the ~~((director of engineering services))~~ development services center manager, in the minimum amount of ten thousand dollars, conditioned that the permittee shall:

- A. indemnify and hold harmless the City against all claims, costs, and losses arising from the obstruction of the public way;
- B. conduct all activities in strict compliance with the requirements of law and the permit;
- C. restore all public property and facilities to their original condition and guarantee the restoration for a period of two years; and
- D. comply with requirements of SMC 12.02.720.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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2013 & 2015 Unified Development Code Maintenance Project**

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Conclusions:

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Recommendations:

By a vote of 6 to 0, the Plan Commission recommends to the City Council the approval of the proposed amendments to the Spokane Municipal Code.



**Dennis Dellwo, President
Spokane Plan Commission
November 11, 2015**



Agenda Sheet for City Council Meeting of:
01/04/2016

Date Rec'd	12/22/2015
Clerk's File #	LGL 2014-0023
Renews #	

Submitting Dept	CITY CLERK	Cross Ref #	
Contact Name/Phone	TERRI PFISTER 625-6350	Project #	
Contact E-Mail	TPFISTER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	0260 HEARING ON VALIDATED INITIATIVE NO. 2015-1 PETITIONS		

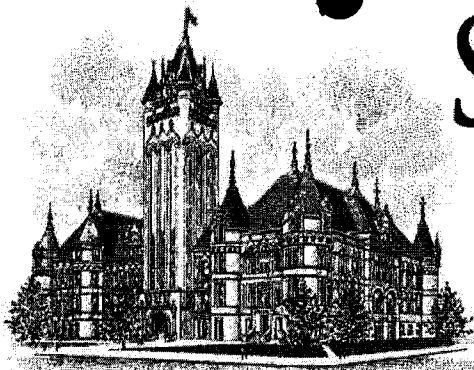
Agenda Wording

Setting Hearing on Validated Initiative No. 2015-1 petitions filed on behalf of Jackie Murray, sponsor, relating to Immigration Status Information, for January 11, 2016.

Summary (Background)

In order to be placed on the November 2017 ballot, 2,586 validated signatures are required. The validation breakdown reflects that the Spokane County Elections Office examined 3,840 signatures of which 2,626 were valid. This constitutes 5.079 percent of the votes cast at the last general municipal election held November 3, 2015.

Fiscal Impact		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	PFISTER, TERRI	Study Session	
Division Director		Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	PICCOLO, MIKE	mpiccolo	
For the Mayor	SANDERS, THERESA	bmclatchey	
Additional Approvals		tpfister	
Purchasing			



SPOKANE COUNTY COURT HOUSE

SPOKANE COUNTY

ELECTIONS DEPARTMENT

1033 W. Gardner Ave., Spokane, WA 99260-0025
(509) 477-2320 • Fax (509) 477-6607 • TDD: (509) 477-2333

STATE OF WASHINGTON)

County of Spokane)

ss.

CERTIFICATE

The Spokane County Elections Department does hereby certify that the following is a true and correct recapitulation of the results of the verification of signatures submitted by the City of Spokane on July 15, 2015 (Pages 1 – 1810) and on July 20, 2015 (Pages 1811 – 1920) in the matter of:

Initiative No. 2015--1 petitions filed by or on behalf of Jackie Murray

The required number of valid signatures to equal 5% of the number of registered voters who voted in the last General Municipal Election (November 2015) in the City of Spokane is 2,586.

The Spokane County Elections Office examined 3,840 signatures, of which 2,626 were valid and 1,214 were not valid.

SPOKANE COUNTY ELECTIONS DEPARTMENT

Wicky McAlton

County Auditor

ATTEST:

Mike McLaughlin

Mike McLaughlin – Elections Manager

December 9, 2015

cc: File



City of Spokane

Petition

2015-01

Delivered 7/15/2015

Delivered 7/20/2015

Signatures Checked	3620		220		3,840	
Approved	2440	67.4%	186	84.5%	2,626	68.4%
		0.0%				
Not Registered	343	9.5%	6	2.7%	349	9.1%
Out of District	535	14.8%	7	3.2%	542	14.1%
Signed more than once	85	2.3%	10	4.5%	95	2.5%
Withdrawn	11	0.3%	1	0.5%	12	0.3%
Cannot Identify	43	1.2%	1	0.5%	44	1.1%
Signatures Don't Match	42	1.2%	1	0.5%	43	1.1%
Cancelled	33	0.9%		0.0%	33	0.9%
Blank Line	88	2.4%	8	3.6%	96	2.5%

REQUIRED WARNING!

Under Washington law every person who signs an initiative or referendum petition with any other than his or her true name, knowingly signs more than once, or signs when he or she is not a legal voter, or signs a petition when he or she is otherwise not qualified to sign, or who makes any false statement on such petition may be guilty of a misdemeanor.

Initiative Petition to the Spokane City Council Initiative No. 2015-1

RECEIVED

We, the undersigned citizens and legal voters of the City of Spokane, Washington require that this ordinance known as Initiative No. 2015-1 - a full, true and correct copy of which is printed herein - be passed without alteration by the Spokane City Council, or be submitted to electors of the City of Spokane for their approval **CITY CLERK'S OFFICE** available special or general municipal election. If submitted to election, the proposed ordinance shall appear as the following proposition:
SPokane, WA

City of Spokane Proposition No. 2015-1

An Ordinance Relating to Immigration Status Information

The City Council adopted Ordinance Nos. C-35164 and C-35167, regarding biased-free policing and immigration status information respectively, prohibiting the inquiry of an individual's immigration status by city officers or employees unless required by law or court order. This proposition would remove from the Spokane Municipal Code words added by the ordinances which prohibit city employees from acquiring or ascertaining immigration status information in the course of lawful duties. Should this proposition be enacted into law? Yes ☐ No ☐

Summary of Measure

THE LAW AS IT CURRENTLY EXISTS: SMC 3.10.040, regarding biased-free policing, and 3.10.050, regarding immigration information status, prohibit city officers or employees from inquiring into an individual's immigration information status or engaging in activities designed to ascertain the immigration status of any person unless required by law or court order. THE EFFECT OF THE PROPOSAL, IF APPROVED: This proposition would amend SMC 3.10.040, repeal SMC 3.10.050, and adopt a new section SMC 3.10.060, thereby eliminating the prohibition of city employee use of immigration status information. Any future regulations limiting the ability of any city employee from collecting immigration status information, communicating immigration status information and cooperating with federal law enforcement authorities would require a majority vote of the City Council and of the people at the next general election.

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of The City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once. (The full text of the proposed ordinance is printed on the reverse side of this page.)

Petitioner's Signature (as on voter's registration) Spokane City voters only	Print Name	Spokane Street Address & Zip	Date Signed
<i>X Autumn Poyer</i>	Autumn Poyer	1612 W Lee st 99207 Email: _____ eMail address (optional, to stay informed)	31/4/2015 phone (optional)
<i>X Herb C. J. name</i>	HERB TRANSUE	3301 N. FARR 99206 Email: _____ eMail address (optional, to stay informed)	314/2015 phone (optional)

Immediately ask Friends to SIGN & MAIL to:

Jackie Murray - RESPECT WASHINGTON, P.O. Box 7226, Spokane, WA 99207

PLEASE DUPLICATE THIS PETITION (ONE SHEET, DOUBLE-SIDED) FOR ADDITIONAL SIGNATURE LINES

ORDINANCE NO. C - 2015-1

AN ORDINANCE RELATING TO IMMIGRATION STATUS INFORMATION; AMENDING SMC SECTION 3.10.040; REPEALING SMC SECTION 3.10.050 AND ADOPTING A NEW SECTION 3.10.060 TO CHAPTER 3.10 OF THE SPOKANE MUNICIPAL CODE

The City of Spokane does ordain:

Section 1. That SMC 3.10.040 (Ord. No. C35164 relating to bias-free policing), is amended to read as follows:

3.10.040 Biased-Free Policing

A. The City of Spokane is committed to providing services and enforcing laws in a professional, nondiscriminatory, fair and equitable manner.

B. Spokane Police Department Officers and all officers commissioned under the Spokane Police Department shall be prohibited from engaging in bias-based profiling.

C. Bias-based profiling is defined as an "act of a member of the Spokane Police Department or a law enforcement officer commissioned by the Spokane Police Department that relies on actual or perceived race, national origin, color, creed, age, ((citizenship status)), gender, sexual orientation, gender identity, disability, socio-economic status, or housing status or any characteristic of protected classes under federal, state or local laws as the determinative factor initiating law enforcement action against an individual, rather than an individual's behavior or other information or circumstances that links a person or persons to suspected unlawful activity."

D. The Spokane Police Department shall maintain policies consistent with this section.

Section 2. That SMC 3.10.050 SMC (Ord. No. C35167 relating to immigration status information), is repealed.

((3.10.050 — Immigrant Status Information

A. Unless required by law or court order, no Spokane City officer or employee shall inquire into the immigration status of any person, or engage in activities designed to ascertain the immigration status of any person.

B. Spokane Police Department officers shall have reasonable suspicion to believe a person has been previously deported from the United States, is again present in the

United States, and is committed or has committed a felony criminal law violation before inquiring into the immigration status of an individual.

C. The Spokane Police Department shall not investigate, arrest, or detain an individual based solely on immigration status.

D. The Spokane Police Department shall maintain policies consistent with this section.))

Section 3. That there is adopted a new section 3.10.060 to chapter 3.10 of the Spokane Municipal Code to read as follows:

3.10.060 Respect for Law: The City of Spokane shall not limit the ability of any city employee from collecting immigration status information, communicating immigration status information and cooperating with federal law enforcement authorities unless such regulation is approved by a majority of the city council and a majority vote of the people at the next general election.

Section 4. Construction: The provisions of this measure are to be liberally construed to effectuate the intent, policies, and purposes of this measure.

Section 5. Severability: Should any provision of this ordinance or its application to any person or circumstances be held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

Section 6. Effective Date. This ordinance, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane Auditor's Office.

Section 7. That this ordinance be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

LEGISLATIVE HISTORY

Ordinances C35164 and C35167 were passed by 5-2 Council votes on October 20 and October 27, 2014, respectively.

Members who voted for Spokane to become a sanctuary for illegal aliens:

Benjamin Stuckart (term ends 2015)

Candace Mumm (Dist 3 term ends 2017)

Jon Snyder (Dist 2 term ends 2017)

Karen Stratton (Dist 3 term ends 2015)

Amber Waldref (Dist 1 term ends 2017)

Members who voted to prevent Spokane from becoming a sanctuary for illegal aliens, and to defend the right of taxpayers, police and other city employees to refuse finance and harbor of lawless activity:

Mike Allen (Dist 2 term ends 2015)

Mike Fagan (Dist 1 term ends 2015)

Date of Mayor's signature:

David Condon (term ends 2015)

Ord. C35164 on November 6, 2014

Ord. C35167 on November 12, 2014

Prime Sponsor: Benjamin Stuckart

(term ends 2015)

INSTRUCTIONS:

STEP 1: Make 2-sided copies of this blank paper petition for friends. Or download the petition file from www.RespectWashington.us and print 2-sided.

STEP 2: Fill signature lines immediately.

Do not procrastinate. Fill this petition this week.

STEP 3: Mail petition and contribution (check please, no cash) to:

www.RespectWashington.us

P.O. Box 7226, Spokane, WA 99207

(509) 565-0244

Please help us cover the costs of this petition by enclosing your most generous check when you mail in your signed petition sheet. Thank you.

PAID FOR BY RESPECT WASHINGTON