

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!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

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.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current 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, as specified in Rules 5.3 and 5.4.

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, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults 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, OCTOBER 31, 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 BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

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. Authorization to increase the administrative reserve on the contract with TD&H Engineering for Indiana Avenue from Division Street to Perry Street Phase II—increase of \$15,000, for a total administrative reserve of \$39,845 or 10.1% of the contract price. (Logan Neighborhood)
Kevin Picanco | Approve | PRO 2015-0037
ENG 2014150 |
| 2. Contract Extension with Kepro Acquisitions, Inc. (Harrisburg, PA) for the Employee Assistance Program from August 1, 2016 through December 31, 2017—not to exceed \$2.94 per employee (1850) per month. Total for 2016: \$27,195; 2017: \$65,268.
Chris Cavanaugh | Approve | OPR 2013-0001
RFP 3879-12 |
| 3. Contract with Talisman Construction Services (Spokane, WA) for City Hall parapet and exterior masonry repairs—\$84,812 (plus tax).
Ed Lukas | Approve | OPR 2016-0847 |
| 4. Contract Amendment with LSB Consulting Engineers (Spokane, WA) for Structural and Mechanical Engineering and Construction Support Services for CSO Tanks amending the scope of work and adding | Approve | OPR 2015-0552
ENG 2015159 |

additional funds for completion of the project—\$450,000 (which includes a 10% contingency). Total Contract Amount: \$1,100,000. (Various Neighborhoods)

Dan Buller

5. Consultant Agreements for Cultural Resource Consultants for Spokane Non-Federal Aid Projects with:

a. Historical Research Associates Inc., (Missoula MT)—not to exceed \$300,000. (Various Neighborhoods)	Approve All	OPR 2016-0848 ENG 2016196 RFQ 4288-16
b. Plateau Archaeological Investigations, LLC (Pullman, WA) not to exceed \$100,000. (Various Neighborhoods)		OPR 2016-0849 ENG 2016196 RFQ 4288-16
6. Low Bid of T. LaRiviere Equipment & Excavating, Inc. (Athol, ID) for Pacific and Perry Stormwater Facility—\$835,819.50. An administrative reserve of \$83,581.95, which is 10% of the contract price, will be set aside. (East Central Neighborhood)

	Approve	PRO 2016-0036 ENG 2015154
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7. Multiple Family Housing Property Tax Exemption Agreements with:

a. Konstantin & Tatyana Vasilenko for one multi-family building with five units located at 611 South Scott Street, Parcel Number 35201.5353.	Approve All	OPR 2016-0850
b. Cooke 909, LLC for one multi-family building with six units located at 704 South Arthur Street, Parcel Number 35204.0540.		OPR 2016-0851
c. 600 Main, Inc. for one multi-family building with approximately 100 units located at 618 West Main Avenue, Parcel Numbers 35184.1806 and 35184.1807.		OPR 2016-0852
8. Contract Extension with Hatch Associates Consultants (Seattle, WA) for engineering consultant services during the Upriver Dam Spillway Rehabilitation Project—not to exceed \$70,000.

	Approve	OPR 2016-0063
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9. Contract with Louis Allis (Warrior, AL) for repair services on Ray Well Station #2 motor—not to exceed \$30,000 (incl. tax).

Steve Burns

10. Report of the Mayor of pending: Approve &
Authorize
Payments CPR 2016-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2016, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
- b. Payroll claims of previously approved obligations through _____, 2016: \$_____. CPR 2016-0003
11. City Council Meeting Minutes: _____, 2016. Approve
All CPR 2016-0013
-

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE 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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C35446 amending Ordinance No. C35322 passed by the City Council November 23, 2015, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Park and Recreation Fund

FROM: Unappropriated Reserves, \$404,302.95;

TO: Other Improvements, same amount.

Mark Buening

(This action allocates funding for repair of Witter Pool Decking.)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2016-0089 Urging customer friendly enforcement of parking meter time limits in downtown Spokane and expressing support for the Spokane Transit Authority's Vanpool to reduce single-occupant commuting to the downtown core. **Council Members Beggs and Kinnear**

RES 2016-0090
OPR 2016-0858 Declaring Advanced Traffic Products (Regional Distributor of Opticom System) and associated software for use in the equipping of 123 intersections in Spokane with interoperable technology as sole source and thus authorizing its purchase at an estimated cost of \$600,000 (including taxes).

David Stockdill

ORD C35327 Vacating the north 66 feet of Park Court and a portion of the adjacent alley (and more particularly described in the ordinance, as requested by Whipple Consulting Engineers. (Chief Garry Park Neighborhood)

Eldon Brown

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35447 Relating to application made by QueenB Radio Inc., planning file #Z1500085COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Open Space" to "Centers And Corridors Core" for approximately 1.9 acres total described as: the South 150 feet of the east 600 feet of government lot 8, NE quarter of Section 4, Township 24 North, Range 43 east; and amending the zoning map from "Residential Single Family" (RSF) to "Centers And Corridors Type 2 – District Center" (CC2-DC). (By a vote of 9 to 0, the Plan Commission recommends approval.)

Lisa Key

ORD C35448 Relating to application made by Avista Corporation, planning file #Z1500078COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Residential 15-30" to "Light Industrial" for approximately 2.78 acres total described as: ross park, holes subdivision lots 1-4, parts of 5 and 6, and all of 7-12, as well as Ross Park, Wilkinson Subdivision lots 6 and 7; and amending the Zoning Map from "Residential Multi-Family" (RMF) to "Light Industrial" (LI). (By a vote of 9 to 0, the Plan Commission recommends approval.)

Lisa Key

ORD C35449 Relating to application made by Morningside Investments LLC, planning file #Z1500084COMP and amending the Land Use Plan Map of the City's Comprehensive Plan from "Residential 4-10" to "Residential 10-20" and "Residential 15-30" for approximately 45.5 acres described as: All Parcels and tracts within the Windhaven First Addition PUD, except Lots 1-8 Block 4, LOTS 1-13,Block 5, Lots 1-5 Block 6 Which is comprised of 260 Platted Lots; and amending the zoning map from "Residential Single Family" (RSF) to "Residential Two Family (RTF)" and "Residential Multi-Family (RMF)". (By a vote of 4 to 3 with 1 abstention, the Plan Commission recommends denial.)

Lisa Key

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for October 31, 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.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The October 31, 2016, Regular Legislative Session of the City Council is adjourned to November 7, 2016.

NOTES

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

10/31/2016

<u>Date Rec'd</u>	10/18/2016
<u>Clerk's File #</u>	PRO 2015-0037
<u>Renews #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KEVIN PICANCO 625-6088	<u>Project #</u>	2014150
<u>Contact E-Mail</u>	KPICANCO@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 17334
<u>Agenda Item Name</u>	4250 - ADMIN RESERVE INCREASE - TD&H ENGINEERING		

Agenda Wording

Authorization to increase the administrative reserve on the contract with TD&H Engineering, for Indiana Avenue from Division Street to Perry Street Phase II - for an increase of \$15,000.00 for a total administrative reserve of \$39,845.00 or 10.1% of

Summary (Background)

TD&H Engineering is providing construction administration services on the City's behalf for the Indiana Avenue Phase II (Dakota to Perry) project. The construction duration has lasted longer than anticipated at the start of design and TD&H is requesting additional budget to cover construction management, surveying and inspection. This contract was authorized with only a 5% administrative reserve, and roughly 5% is needed in addition. Staff is requesting Council authorization for an additional

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 15,000.00	#	3200 49828 95300 56501 86004
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session</u>	
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u>	Public Works 10/24/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Engineering Admin	
<u>For the Mayor</u>	CODDINGTON, BRIAN	kpicanco@spokanecity.org	
<u>Additional Approvals</u>		kkeck@spokanecity.org	
<u>Purchasing</u>		mhughes@spokanecity.org	
		dbuller@spokanecity.org	
		kschmitt@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

of the contract price. (Logan Neighborhood Council)

Summary (Background)

\$15,000.00 to cover TD&H's additional construction administration services costs. Therefore, it will be necessary to increase the administrative reserve an additional \$15,000.00 or 5.1%.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

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

10/31/2016

<u>Date Rec'd</u>	10/17/2016
<u>Clerk's File #</u>	OPR 2013-0001
<u>Renews #</u>	

Submitting Dept	HUMAN RESOURCES	Cross Ref #	
Contact Name/Phone	CHRIS X6383	Project #	
Contact E-Mail	CCAVANAUGH@SPOKANECITY.ORG	Bid #	RFP 3879-12
Agenda Item Type	Contract Item	Requisition #	N/A
Agenda Item Name	#5830 EB EAP SERVICES		

Agenda Wording

Extend contract with KEPRO ACQUISITIONS, INC. (HARRISBURG, PA) for Employee Assistance Program (EAP) for 8/1/2016 -- 12/31/2017. Cost not to exceed \$2.94 per employee (1850) per month.

Summary (Background)

KEPRO bought out the former contractor APS Bathesda in May 2016. The original contract allowed for another one -- year extension.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 27,195 - 2016	# 5830-78710-17310-54101-99999
Expense	\$ 65,268 - 2017	# 5830-78710-17310-54101-99999
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	CAVANAUGH, CHRISTINE	<u>Study Session</u>
<u>Division Director</u>	CAVANAUGH, CHRISTINE	<u>Other</u>
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>
<u>Legal</u>	WHALEY, HUNT	rkokot@spokanecity.org
<u>For the Mayor</u>	CODDINGTON, BRIAN	kkeck@spokanecity.org
<u>Additional Approvals</u>		cwahl@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	KEPRO Acquisitions, Inc.
		tax & licenses
		dcoley@spokanecity.org



City of Spokane

AGREEMENT

Title: **EMPLOYEE ASSISTANCE PROGRAM**

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and KEPRO ACQUISITIONS, INC., a Pennsylvania corporation, whose address is 777 East Park Drive, Harrisburg, Pennsylvania 17111, as "KAI."

The parties agree as follows:

1. PERFORMANCE. KAI shall administer the City's EMPLOYEE ASSISTANCE PROGRAM, in accordance with the City's Request for Proposal, (RFP #3879-12), to include, but be limited to the following tasks::

- Training
- Publicity; Employee Communications
- Pretreatment Counseling
- Referrals
- Aftercare Service
- Program Performance; Records
- Services – twenty-four (24) hours, seven (7) days per week.
- Compliance
- Up to four (4) hours of specific mental health and PTSD training per year for supervisors who manage employees with these situations.

2. TIME OF PERFORMANCE. This Agreement shall begin August 1, 2016 and run through December 31, 2017, unless terminated earlier.

3. MODIFICATIONS. The City may modify this Agreement and order changes in the work whenever necessary or advisable. KAI will review modifications when ordered in writing by the Director of Human Resources, or designee, and determine if such modifications require an increase to the compensation as listed below.

4. COMPENSATION. The City will pay KAI in accordance with the following 2016 fee schedule based on an approximate employee count of 1,850:

- 2016 \$2.94 per employee per month

5. PAYMENT. KAI shall submit its applications for payment to Human Resources Department, Administration Office, Fourth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made via direct deposit/ACH within thirty (30) days after receipt of KAI's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify KAI and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. TERMINATION. Either party may terminate this Agreement by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay KAI for all work previously authorized and performed prior to date of termination.

7. LIABILITY. In the performance of this Agreement, KAI is an independent contractor and KAI, its officers, employees, agents, or subcontractors shall not be considered an employee or agent of the City. KAI shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of KAI, its officers, employees and subcontractors in connection with the performance of the Agreement, except to the extent of those claims arising from the negligence of the City, its officers and employees. KAI's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the City, its officers, and employees in defending against such claims, whether or not litigation is instituted.

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

9. INSURANCE. During the term of the Agreement, KAI shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and 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 KAI'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 written notice from KAI or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, KAI 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 insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. KAI shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

12. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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. KAI 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 KAI.

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

13. AUDIT / RECORDS. KAI and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. KAI and its subcontractors shall provide access to authorized City

representatives at reasonable times and in a reasonable manner to inspect and copy any such record and the City shall execute a mutually agreed upon confidentiality Agreement related to the audit. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

15. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The KAI 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 KAI 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.

16. HIPAA BUSINESS ASSOCIATE AGREEMENT. KAI shall execute and comply with the requirements of the attached HIPAA Business Associate Agreement.

Dated on _____

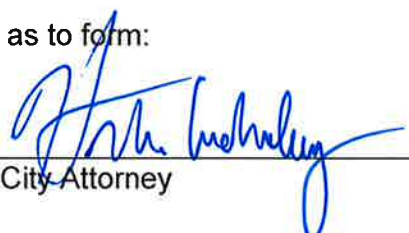
CITY OF SPOKANE

By: _____
Title: _____

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated on October 7, 2016

KEPRO ACQUISITIONS, INC.

E-Mail address, if available: _____

By: 
Title: Joseph A. Dougher, President & CEO

16-670b

Attachment which is a part of this Agreement:

HIPAA Business Associate Agreement - City of Spokane & KEPRO Acquisitions Inc.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is between the CITY OF SPOKANE ("Covered Entity"), and KAI ACQUISITIONS, INC., ("Business Associate"), and is effective as of August 1, 2016 or such earlier date as this Agreement is fully signed by the parties ("Effective Date").

WHEREAS, the parties contemplate an arrangement whereby Business Associate provides services to Covered Entity, and Business Associate receives, has access to or creates Protected Health Information (PHI) in order to provide those services; and

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the American Recovery and Reinvestment Act of 2009 (ARRA), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information codified at 45 Code of Federal Regulations Parts 160 and 164 ("Privacy Regulations"); and

WHEREAS, the Privacy Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place; -- Now, Therefore,

The parties agree as follows:

1. DEFINITIONS

- 1.1. "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is (i) the medical records and billing records about individuals maintained by or for the Covered Entity, (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used herein the term "Record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for the Covered Entity.
- 1.2. "Protected Health Information" or "PHI" means information, including demographic information, that (i) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate

from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity.

- 1.3. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those in 45 CFR 160.103 and 164.501.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1. Permitted Uses and Disclosures of PHI. Except as otherwise limited in this Agreement, Business Associate may use and Disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity for the following purposes, if such use or disclosure of PHI would not violate the Privacy regulations if done by the Covered Entity:
 - 2.1.1. To provide data aggregation services as permitted by 42 CFR § 164.504(e)(2)(i)(B); and
 - 2.1.2. To report violations of law to appropriate federal and state authorities, where consistent with 45 CFR § 164.502(j)(1);
 - 2.1.3. Business Associate agrees not to use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.
- 2.2. Adequate Safeguards for PHI. Business Associate shall implement and use appropriate administrative, physical and technical safeguards to:
 - 2.2.1. Prevent use of disclosure of PHI other than as permitted or required by this Agreement;
 - 2.2.2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity; and
 - 2.2.3. As of the Compliance Date of 42 U.S.C.A. § 17931, comply with the Security Rule requirements set forth in 45 CFR §§164.308, 164.310, 164.312, and 164.316.
- 2.3. Reporting Non-Permitted Use or Disclosure. Business Associate shall immediately in writing notify Covered Entity of each use or disclosure, of which it becomes aware, that is made by Business Associate, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement pursuant to 45 CFR 504 and 45 CFR 164.

- 2.4. Use and/or Disclosure of Unsecured PHI. With respect to any use of disclosure of unsecured PHI not permitted by the Privacy Rule that is caused solely by the Business Associate's failure to comply with one (1) or more of its obligations under this Agreement, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach and for providing all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity. Business Associate shall provide these notification in accordance with the data breach notification requirements set forth in 42 U.S.C.A. § 17932 and 45 CFR Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications. In the event of a Breach, without reasonable delay, and in any event no later than sixty (60) calendar days after Discovery, Business Associate shall provide Covered Entity with written notification that includes a description of the Breach, a list of individuals (unless Covered Entity is a plan sponsor ineligible to receive PHI) and a copy of the template notification letter to be sent to Individuals.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6. Access to and Amendment of PHI. Within ten (10) days of receiving a request from the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall: (a) make the PHI specified by Covered Entity available to the individual(s) identified by Covered Entity as being entitled to access and copy that PHI, and (b) make PHI available to Covered Entity for the purpose of amendment and incorporating such amendments into the PHI. Business Associate shall provide such access and incorporate such amendments within the time and in the manner specified by Covered Entity.
- 2.7. Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures, and further, to provide such documentation to Covered Entity in a time and manner designated by Covered Entity, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528. Within ten (10) days of receiving a request from the Covered Entity that it has received a request for an accounting of disclosures of PHI as set forth above, Business Associate shall provide to Covered Entity such information in Business

Associate's possession and required for Covered Entity to make the accounting required by 45 CFR Section 164.528. Any accounting provided by Business Associate under this Section 2.7 shall include: (a) the date of the disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the disclosure. For each disclosure that could require an accounting under this Section 2.7, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the disclosure.

- 2.8. Business Associate shall request, use and/or disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use of disclosure; provided that Business Associate shall comply with 42 U.S.C.A. § 17935(b) as of its Compliance Date.
- 2.9. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C.A. § 17935(d) as of its Compliance Date.
- 2.10. Business Associate shall not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C.A. § 17936(a) as its Compliance Date.
- 2.11. Business Associate shall not make or cause to be made any written fundraising communications that is prohibited by 42 U.S.C.A. § 17936(b) as of its Compliance Date.
- 2.12. Business Associate shall accommodate reasonable requests by Individuals for confidential communications in accordance with 45 CFR § 164.522(b).
- 2.13. Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive PHI from Business Associate to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 2.14. Agreement to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, and to promptly communicate to Covered Entity any actions taken pursuant to this paragraph

3. OBLIGATIONS OF COVERED ENTITY

- 3.1. Covered Entity shall, upon request, provide Business Associate with its current notice of privacy practices adopted in accordance with the Privacy Regulations.
- 3.2. Covered Entity shall inform Business Associate of any revocations, amendments or restrictions in the use or disclosure of PHI if such changes affect Business Associate's permitted or required uses and disclosure of PHI hereunder.

4. ADDITIONAL PERMITTED USES

- 4.1. Except as otherwise limited in this Agreement or the services agreement, Business Associate may use Protected Health Information for the following additional purposes:
 - 4.1.1. Use of Information for Management, Administration and Legal Responsibilities. Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate as required by law.
 - 4.1.2. Disclosure of Information for Management, Administration and Legal Responsibilities. Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, as required by law, provided that the disclosures are handled in accordance with Section 2.1 above.

5. TERM AND TERMINATION

- 5.1. Term and Termination. The term of this Agreement shall commence as of the Effective Date and shall terminate, except as otherwise provided herein, when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity in accordance with this Agreement. This Agreement may be terminated by Covered Entity immediately and without penalty upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of this Agreement, as amended. In addition, the term of this Agreement shall coincide with the term of the service arrangement between Covered Entity and Business Associate and shall terminate automatically upon termination of such service arrangement. Business Associate's

obligations under Sections 2.3, 2.5, 2.6, 2.7 and 5.2 of this Agreement shall survive the termination or expiration of the Agreement.

- 5.2. Disposition of PHI upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further uses and disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

6. GENERAL TERMS

- 6.1. No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.
- 6.2. Indemnification. Business Associate will indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses, including attorneys' fees, incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach or non-fulfillment of any undertaking on the part of Business Associate under this Section; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with Business Associate's obligations under this Section.
- 6.3. No Property Interest. Business Associate agrees that it acquires no title or rights to the PHI, including any de-identified information, as a result of providing services to Covered Entity.
- 6.4. Legal Compliance; Amendment. The parties hereto shall comply with applicable laws and regulations governing their relationship, including, without limitation, the Privacy Regulations, and any other federal or state laws or regulations governing the privacy, confidentiality or security of patient health information, including without limitation, the Washington Uniform Healthcare Information Act, RCW ch. 70.02. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and when necessary, the court is requested to reform any and all terms or conditions to give them such effect. Upon

request by Covered Entity, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the Privacy Regulations or other applicable laws. Covered Entity may terminate this Agreement upon 30 days written notice to Business Associate in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment of this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of the Privacy Regulations.

Date: October 7, 2016

BUSINESS ASSOCIATE:

Signature: 

Printed Name: Joseph A. Dougher

Title: President & CEO

Date: _____

COVERED ENTITY: CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk


Assistant City Attorney

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

10/31/2016

<u>Date Rec'd</u>	10/18/2016
<u>Clerk's File #</u>	OPR 2016-847
<u>Renews #</u>	

<u>Submitting Dept</u>	ASSET MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	ED LUKAS 625-6286	<u>Project #</u>	
<u>Contact E-Mail</u>	RLUKAS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	5900 - CITY HALL PARAPET AND EXTERIOR MASONRY REPAIRS		

Agenda Wording

Contract with Talisman Constructions Services for the City Hall parapet and exterior masonry repairs in the amount of \$84,812.00 plus tax.

Summary (Background)

In the summer of 2016, a portion of building masonry surface was found in the loading dock area at City Hall. The portion fell from the fenestration around the 7th floor window at the southwest corner of the building. Asset management had two roofing specialists inspect the exterior of the building for loose material that was in danger of falling, especially in the area on and near the parapet. No immediate area of concern was highlighted during the inspections; however, the parapet does have

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 92,190.64	#	5900 30700 18300 54802 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LUKAS, ED	<u>Study Session</u>	
<u>Division Director</u>	MARCHAND, CRYSTAL	<u>Other</u>	Finance 10/3/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Engineering Admin	
<u>For the Mayor</u>	CODDINGTON, BRIAN	kkeck@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		tdunivant@spokanecity.org	
		kschmitt@spokanecity.org	
		rlukas@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

cracking and spalling that needs to be addressed. The removal of the material is a preparatory measure for an eventual exterior renovation to occur within the next 12-24 months. The cost of the exterior renovation will take into account the historic designation of the building.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Asset Management Department
October 17, 2016

Subject:

Loose masonry material on parapet and exterior surface at City Hall.

Background:

This is a follow up briefing paper to the one attached, dated October 3, 2016, that was presented to City Council at the Finance Committee meeting on the same date.

The City of Spokane had received three bids in response to our Request for Bids issued on August 23, 2016, to remove the loose masonry material. The bids were...

- DJ Masonry \$ 41,000
- Talisman Construction Services \$ 84,812
- Western States Construction \$124,000

Pursuant to City procurement guidelines, we selected the DJ Masonry bidder to perform the work. Unfortunately, DJ Masonry was not able to obtain a performance bond as required under the City contract. Consequently, asset management now recommends the City approve the 2nd lowest bidder, Talisman Construction Services, to perform the work.

Past projects for Talisman Construction Services include the Thomas S. Foley US Federal Courthouse and the Fox Theater renovation, among others.

Impact:

Masonry work removes potential risk of falling material and prepares building for future renovation work.

Action:

Requesting City Council approval of major contract in the amount of \$84,812.

BRIEFING PAPER
Asset Management Department
October 3, 2016

Subject:

Loose masonry material on parapet and exterior surface at City Hall.

Background:

In the summer of 2016, a portion of building masonry surface was found in the loading dock area at City Hall. The portion fell from the fenestration around the 7th floor window at the southwest corner of the building.

Asset management had two roofing specialists (Talisman Construction & Walker Construction) inspect the exterior of the building for loose material that was in danger of falling, especially in the area on and near the parapet. No immediate area of concern was highlighted during the inspections; however, the parapet does have cracking and spalling that needs to be addressed.

As a safety precaution, the parking area closest to the building in the loading dock has been marked as a “no parking” zone to decrease the potential of any falling debris hitting people and vehicles. This is the location where the loose material landed during the summer.

Furthermore, asset management has entered into a contract (\$41,000) with a masonry firm to remove all loose masonry on the parapet and elsewhere on the building exterior. The removal of the material is a preparatory measure for an eventual exterior renovation to occur within the next 12-24 months. The cost of the exterior renovation will take into account the historic designation of the building.

Impact:

Masonry work removes potential risk of falling material and prepares building for future renovation work.

Action:

No immediate action on behalf of City Council (Contract is less than \$48K). Briefing is for informational purposes regarding impending renovation costs.

City Hall parapet cracking and spalling (photos taken June 2016)...



DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

August 31, 2016

ADDENDUM NO. 1

SMALL WORKS ROSTER REQUEST FOR BIDS #SW36-16 CITY HALL EXTERIOR WALL AND PARAPET REPAIR

This Addendum 1 is being issued to provide the Pre-Bid Conference sign-in sheet and answers to questions received. 15 attachments in separate documents are included herein by reference.

1. The sign-in sheet from the Pre-Bid Conference is attached.

2. Q: Can you provide elevation drawings of City Hall?

A: Parking Elevation drawings have been provided as attachments to this Addendum.

3. Q: Can you provide a schedule of events for the downtown corridor?

A: A calendar of Events has been provided as an attachment to this Addendum. The three events that will be around City Hall (using Post Street or Spokane Falls Blvd) are attached. There is a lot of walks/run through RFP on the 17th-18th and 24th-25th but they shouldn't be coming this far west.

4. Q: What is the cost of the parking meters?

A: Parking meters are \$13.00 per Day per meter that would be an added cost with your obstruction permit. On the Spokane Falls side there are 3 meters and on Post Street a total of 15 meters for the whole side.

Connie Wahl, C.P.M., CPPB
Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Talisman Construction Services, Inc.

Company

Authorized Signature

BID

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: City Hall Exterior Wall and Parapet Repair

The undersigned Firm/Contractor has examined the site, read and understands the specifications for the above Project and proposes to do the described Work at the following price:

\$ 84,812.00

Trench Safety System, if excavation greater than four feet (4') deep:
\$ 0.00

The Firm/Contractor acknowledges receipt of the City's Addendum number 1 and agrees that its requirements have been included in this Bid.

The Firm/Contractor agrees that its Bid will NOT be withdrawn for a minimum of forty five (45) calendar days after the stated submittal date.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. TALISCS024B6

U.B.I. Number 601 841 568

Washington Employment Security Department Number 023882 00 0

Washington Excise Tax Registration Number 601 841 568

City of Spokane Business Registration T12675531BUS

By submitting their Bid, Contractor confirms it (and any subcontractor) is not listed on the "Contractors Not Allowed to Bid" list of the Washington State Department of Labor and Industries or the Federal debarred list.

COMPLETION TIME. All Work under the Contract shall be started after the date of notice to proceed. Work once started shall be completed in sixty (60) days.

LIQUIDATED DAMAGES. If the work is not completed within the stated completion time, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of one hundred dollars (\$100.00) for each and every day the Work remains uncompleted.

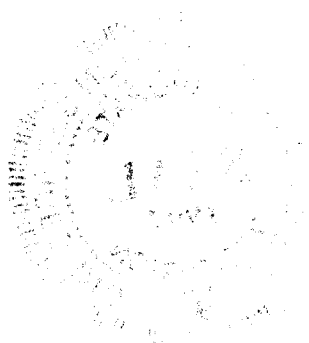
For Contracts up to \$35,000.00 including tax, the Contractor may opt for fifty percent (50%) Statutory Retainage in lieu of Bond. YES X NO

FIRM/CONTRACTOR NAME: Talisman Construction Services, Inc.

SIGNATURE: Jessant T. Spencer TITLE: President

PHONE: (509) 487-1292 ADDRESS: P.O. Box 6189 Spokane, WA 99217





SUBCONTRACTOR LIST

PROJECT NAME: CITY HALL EXTERIOR WALL AND PARAPET REPAIR

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT
ARE:

(USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

 x NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT



City of Spokane, Washington Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: **City Hall Exterior Walls and Parapet Repair**

Project #: **SW36-16**

Part A: General Company Information

Company Name: Talisman Construction Services, Inc.

Address:

P.O. Box 6189 Spokane, WA 99217

Contact Name and Title: Jessant T. Spencer, President

Contact Phone:

(509) 487-1292

Contact E-mail:

Jessant@talisman-services.com

Years in business as a Prime Contractor: 19

Years in business as a sub-contractor: 19

Years in business under present Name:

18

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years:

Explain reason for name change(s) in the past five (5) years:

Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project.

Minimum number of completed construction projects required for SW36-16 project is:

- **A minimum of three projects in the last ten (10) years consisting of concrete building repairs at three (3) stories or higher and of similar material as repairing concrete spalling at City Hall.**
- **A minimum of three (3) references for projects as described above.**

Part C: Performance Evaluation

Under past or present names does the bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

Part D: Record of Debarment / Disqualification

Has the bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.

Part E: Safety

In the last five (5) years, has the bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

☐ Yes ☒ No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part F: Environmental

In the last five (5) years, has the bidder received serious citations from government environmental enforcement agencies on projects for which the bidder was the contractor?

☐ Yes ☒ No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part G. Utilization Requirements

In the last five (5) years, has it been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.

Part H: Discrimination

Has the bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

Part I. Prevailing Wage

In the last five (5) years, has the bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

☐ Yes ☒ No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part J: Public Bidding Crime (Criminal Convictions)
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
Part K. Claims Against Retainage and Bonds
Does the bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L. Termination for Cause
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part M: Litigation
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part N: Delinquent State Taxes
Does the bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility

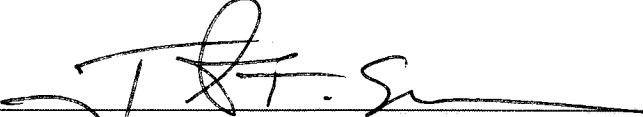
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractors? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☒ Yes ☐ No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

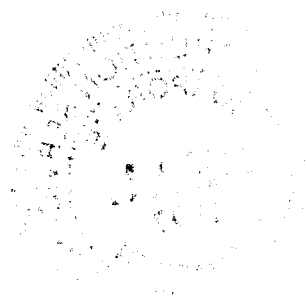
Signature of Authorized Representative**Date** September 7, 2016**Printed Name of Authorized Representative**

Jessant T. Spencer

Title

President





Instructions for the Supplemental Bidder Responsibility Form

After bid opening and prior to award, the apparent low bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.

The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the bidder. The City will assess the information provided and other information gathered in determining whether a bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the bidder.

For criteria with check boxes, the bidder will check either "Yes" or "No." For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

Form Submittal:

Submit this form to Purchasing Section of the City of Spokane Accounting Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)

Email	purchasinghelp@spokanecity.org
With the Email Subject line:	Supplemental Bidder Form for [Project Title]
With the title:	Supplemental Bidder Form for [Project Title]
Mail or Hand Deliver to Street Address:	Purchasing Office 808 West Spokane Falls Boulevard, 4th Floor, Spokane, WA 99201 Attention: Thea Prince / Connie Wahl Supplemental Bidder Form for [Project Title]
Questions: Please call (509) 625-6400	

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. **Minimum number of completed construction projects required for SW35-16 project is:**

- **A minimum of three projects in the last ten (10) years consisting of concrete building repairs at three (3) stories or higher and of similar material as repairing concrete spalling at City Hall.**
- **A minimum of three (3) references for projects as described above**

You may include any additional work experience you deem relevant in determining bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

****SEE ATTACHED PROJECT REFERENCE DOCUMENT****

Bidder's Company Name		Bidders Contact Name & Phone Number	
Project Name		Project Contract Number	
Project Owner		Project Location	
Project Owner Contact Name & Title		Owner's Telephone Number	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			



www.talismanservices.com
info@talismanservices.com
P.O. Box 6189, Spokane, WA 99217
Office: 509.487.1292
Fax: 509.487.1485

CONCRETE/MASONRY REPAIR & RESTORATION DIVISION

CONCRETE REPAIR

PROJECT REFERENCES

WEBSTER PHYSICAL SCIENCES MASONRY/CONCRETE RESTORATION-REPAIR

Washington State University– Pullman, WA

General Contractor: Talisman Construction Services, Inc.
P.O. Box 6189
Spokane, WA 99217

Point of Contact: Brien Golis (509)487-1292

Owner Contact: Jason Baerlocher - Project Manager (509)335-9012

Project Description: Starting in February of 2015, Talisman undertook the repair and restoration of Webster Physical Sciences Building on the campus of Washington State University. The contracted scope of work included the installation of scaffolding and debris containment systems to perform the cleaning and repairs of the concrete façade and sunshades. Talisman performed "in-place" concrete repairs, epoxy injection, sealant removal/replacement and installed new coatings at various areas including the exterior of the building and stair systems. Access to the work required the installation of swing stage and custom scaffold systems on the thirteen story facility located in the middle of the campus.

Schedule: February 2015 –May 2015

Total Contract Value: \$310,012.00

UPPER FALLS POWERHOUSE – Avista Corp. – Spokane, WA

General Contractor: Talisman Construction Services, Inc.
P.O. Box 6189
Spokane, WA 99217

Point of Contact: Brien Golis (509)487-1292

Owner Contact: Karen Terpak - Project Manager (509)495-2856

Project Description: In August of 2013 Talisman undertook the repair and restoration of the historic Upper Falls Powerhouse owned and operated by Avista Corp. The powerhouse is an operational hydroelectric facility located on the edge of Riverfront Park in downtown Spokane on the Spokane Falls. The scope of work included the installation of scaffolding and debris containment systems to perform the repairs of the concrete sea wall, cleaning, concrete repair and repainting of the powerhouse structure and the associated cast in place railing systems. Work was commenced at night to accommodate reduction in river flows for the purpose of installing scaffold support systems at the edge of the river. The work performed was both sensitive in nature due to the proximity of the Spokane River and extremely hazardous due to the location of the building relative to the Spokane Falls. All rinsate generated by the cleaning and restoration activities was collected, sampled and disposed of in accordance with applicable regulations.

Schedule: August 2013 – November 2013

Total Contract Value: \$582,603.00

REPAIR MASONRY & REPLACE ROOFS – UNIVERSITY HEIGHTS APARTMENTS

Boise State University – Boise, Idaho

General Contractor: Talisman Construction Services, Inc.
P.O. Box 6189
Spokane, WA 99217

Point of Contact: Jessant T. Spencer (509)487-1292

Owner Contact: Don Hutchison, Hutchison Smith Architects (208)338-1212

Project Description: Talisman was the successful bidder for the University Heights Apartments masonry repair and roof replacement project on the campus of Boise State University. Talisman's contracted scope of work included scaffolding to access all elevations of three apartment buildings; the complete removal and reconstruction of the existing masonry parapet system; extensive masonry repairs below the parapet including reinforcement splicing, installation of galvanic anodes to protect from chloride corrosion and grouting of masonry. Talisman's repair and reconstruction work had to be completed in less than sixty days in order to meet schedule for installation of the new roof systems including complete replacement of the plywood substrate. Talisman had to coordinate its work closely

with the owner's selected asbestos abatement contractor who performed the abatement of the asbestos filled masonry prior to demolition/removal.

Schedule: May 2012 – August 2012
Total Contract Value: \$512,955.00

THOMAS S. FOLEY US FEDERAL COURTHOUSE SILL REPLACEMENT – Spokane, WA

General Contractor: Lydig Construction, Inc.
11001 E. Montgomery
Spokane, WA 99206

Point of Contact: Brian Singer, Project Manager (509)534-0451

Project Description: Talisman was selected in the spring of 2011 to perform the complete removal, reconstruction and reinstallation of all concrete precast window sill assemblies on the South and West elevations of the occupied Foley Federal Building. The scope of work required Talisman to perform all restoration activities from swing stage systems; mask/prepare the windows, demolish the substandard cast in place window sills completed in 2002; remove the soldier course brick below the sills and one course of brick above the sills. In addition, Talisman applied water repellents to the new installation and inspected and repaired all of the remaining window sills on the North and East elevations of the building.

Schedule: May 2011 – October 2011/ April 2012 – June 2012
Total Contract Value: \$869,809.00

SPOKANE COUNTY – Courthouse Tower Restoration – Spokane, WA

General Contractor: MJ Takisaki Contractors, Inc.
505 North Argonne Road
Spokane, WA 99212

Point of Contact: Hal Ophus, Project Manager – MJ Takisaki, Inc. (509) 244-7080
Steve Roth, Project Architect – ALSC Architects P.S. (509) 838-8568
Ron Oscarson, Spokane County Facilities Manager (509) 477-6447

Project Description: The restoration work completed at the Spokane County Courthouse Tower started approximately 125' from the ground and proceeded to approximately 170' in elevation. TCS was contracted to provide a custom aerial access system including mast climbers, conventional scaffold systems and custom "Site" designed Tube & Clamp scaffold systems for our work and the other trades on the project. Once the aerial access system was installed TCS proceeded with the complete removal of the historic slate roof, masonry balcony roof systems and balcony floor systems. Extensive differing site conditions were encountered which required all of the balcony roof systems to be re-engineered and reproduced utilizing GFRC to match the historic elements. In addition, TCS reconstructed the historic masonry dormers above the balcony roofs and re-pointed portions of the tower. The extensive changes and re-engineering required the project to be completed in January of 2009 after record snowfall accumulation.

Schedule: May 2008 – January 2009
Total Contract Value: \$958,010

STATE OF WASHINGTON/NORTHWEST MUSEUM OF ARTS & CULTURE – Campbell House Restoration – Spokane, WA

General Contractor: Talisman Construction Services, Inc.
P.O. Box 6189
Spokane, WA 99217

Point of Contact: Robert Pace, Project Architect - Bernardo Wills Architects (509) 838-4511
James Steffens – Department of General Administration (360) 902-7272

Project Description: Starting in the summer of 2008, TCS, as prime contractor started the exterior restoration of the historic Campbell House on the grounds of the Museum of Arts & Cultures in Spokane, WA. Work included all necessary scaffolding and aerial access to perform the complete teardown and reconstruction of four masonry chimneys including imbedded stainless reinforcements and helical anchor systems. After completing the "aerial" work, TCS excavated the historic "rubble" foundation, re-pointed the mortar joints, installed crystalline waterproofing systems and installed new footings and support walls for the foundation. Upon completion of the restoration, TCS was required to re-install/restore the existing landscaping and existing irrigation systems. In the spring of 2009, the contract was modified to include the restoration of the Carriage house which includes the same work elements as the Campbell House.

Schedule: July 2008 – October 2009
Total Contract Value: \$723,159

FOX THEATER – New Fox Theatre Renovation – Spokane, WA

General Contractor: Walker Construction
P.O. Box 3901
Spokane, WA 99220

Point of Contact: Ed Walker, Project Manager (509) 535-3354

Project Description: TCS performed the in place reconstruction and repair of the damaged cast in place concrete parapet walls and façade. At the upper roof parapet walls, TCS removed the damaged material, installed stainless anchors, constructed a specialized form system and used a "pourable" high strength repair mix/mortar to structurally restore the walls. On the exterior walls and façade, TCS performed the cleaning/prep work in preparation for concrete repairs and new coatings. All work was completed utilizing an elevated suspended scaffold system including the concrete repairs at the cast in place "ribbed" walls. TCS was required to collect and test all rinsate for lead and other heavy metals. TCS also participated in the selective demolition of portions of the interior of the theatre.

Schedule: July 2006 – April 2007

Total Contract Value: \$405,192.80

MASONIC TEMPLE – Riverside Avenue Elevation Restoration – Spokane, WA

General Contractor: Talisman Construction Services, Inc.

P.O. Box 6189

Spokane, WA 99217

Point of Contact: Steve McNutt – Northwest Architectural Company (509) 838-8240

Jess Spencer – Talisman Construction Services, Inc. (509) 487-1292

John Wiess (Grant Administrator) – Masonic Temple Association (509) 624-2728

Project Description: Starting in the summer of 2004, TCS performed the investigative/design phase of the project that involved test cleaning, building element inspection, and investigation of the extensive deterioration/damage on the building. In November of 2004, TCS started the restoration work on the Riverside Elevation, which involved cleaning, re-pointing, In-place repair systems of the pre-cast architectural stone elements and reproduction of approximately 350 pieces. Work proceeded through the winter of 2004 including the off-site casting work involved with the reproduction of the upper balusters, lower balusters and corbel details. In the spring of 2005 TCS began the process of removing the most damaged building details/elements and completed the restoration process in time for the building's centennial celebration on August 12, 2005.

Schedule: November 2004 – August 2005

Total Contract Value: \$517,388.00

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

10/31/2016

<u>Date Rec'd</u>	10/17/2016
<u>Clerk's File #</u>	OPR 2015-0552
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2015159
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	MASTER
<u>Agenda Item Name</u>	0370 - CONTRACT AMENDMENT - LSB CONSULTING ENGINEERS PLLC		

Agenda Wording

Contract Amendment for Structural and Mechanical Engineering and Construction Support Services for CSO Tanks amending the scope of work and adding additional funds for completion of the project.(Various Neighborhood Councils)

Summary (Background)

In mid-2015, the City entered into an agreement with LSB for structural / mechanical engineering design & construction phase support for six CSO tanks for a total of \$650,000. Since that time, it has become necessary to add two classes of work to the scope: 1) Five additional tanks were added to the scope: three small tanks, a medium size tank and the large and complicated downtown 1st Avenue & Adams Street CSO 24 and 2) We learned that each tank which is to be located in the roadway

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 450,000.00	#	Various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u>	Public Works 10/10/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Engineering Admin	
<u>For the Mayor</u>	CODDINGTON, BRIAN	mhughes@spokanecity.org	
<u>Additional Approvals</u>		kkeck@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kschmitt@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

must be designed to bridge standards (i.e., the CSO tank lid acts as a bridge) which requires additional time and documentation. The additional negotiated cost associated with the above described work is \$450,000 which includes a 10% contingency.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
October 10, 2016

Subject:

LSB Consulting Engineers Contract Increase (structural engineer for CSO tanks)

Background:

In mid-2015, the City entered into an agreement with LSB for structural/mechanical engineering design & construction phase support for six CSO tanks for a total of \$650,000.

Since that time, it has become necessary to add two classes of work to the scope:

- 1) Five additional tanks were added to the scope: three small tanks, a medium size tank and the large and complicated downtown 1st Avenue & Adams Street CSO 24 and
- 2) We learned that each tank which is to be located in the roadway must be designed to bridge standards (i.e., the CSO tank lid acts as a bridge) which requires additional time and documentation.

The additional negotiated cost associated with the above described work is \$450,000 which includes a 10% contingency.

Public Impact:

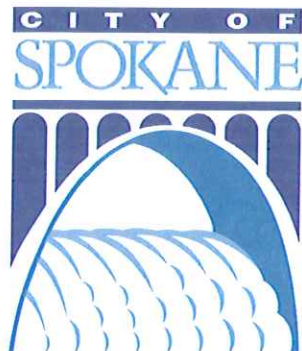
None

Action:

Staff requests approval to increase LSB's contract by \$450,000 which brings the agreement total from the original \$650,000 to \$1,100,000. We plan to put this request on the next council agenda.

Funding

Funds expended by this contract will be paid by the sewer department.



City of Spokane

CONTRACT AMENDMENT

Title: **STRUCTURAL AND MECHANICAL
ENGINEERING AND CONSTRUCTION
SUPPORT SERVICES FOR CSO TANKS**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **LSB CONSULTING ENGINEERS, PLLC** whose address is 523 East 3rd Avenue, Spokane, Washington 99202 as ("Consultant").

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City Structural Engineering Designs and Construction Phase Support Services for a minimum of four (4) and a maximum of six (6) Combined Sewage Overflow (CSO) Prevention Tanks; and

WHEREAS, a change or revision of the Work has been requested, thus the original Contract needs to be formally Amended by this written document; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated July 6, 2016 and July 13, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on upon mutual acceptance.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is revised to include the following:

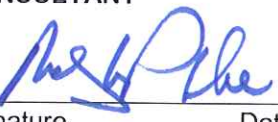
City of Spokane added additional CSO Tanks which are located in the roadway and must be designed to bridge standards (i.e., the CSO Tank lid acts as a bridge) which requires additional time and documentation.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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 Contract Amendment by having legally-binding representatives affix their signatures below.

CONSULTANT

By  10.12.2016
Signature Date
Randall J. LaPlante
Type or Print Name
Principal
Title

CITY OF SPOKANE

By _____
Signature Date

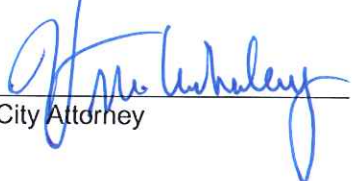
Type or Print Name

Title

Attest:

City Clerk

Approved as to form:


Assistant City Attorney

Attachments that are part of this Agreement:

Amended Scope of Work document

16-2086

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

10/31/2016

<u>Date Rec'd</u>	10/14/2016
<u>Clerk's File #</u>	OPR 2016-0848
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2016196
<u>Bid #</u>	RQF 4288-16
<u>Requisition #</u>	MASTER

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 625-6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 CULTURAL RESOURCE CONSULTANT - NON FEDERAL - HRA, INC.

Agenda Wording

Consultant Agreement with Historical Research Associates Inc., a Montana Corporation (Missoula MT) for Cultural Resource consultant for Spokane Non-Federal Aid Projects for an amount not to exceed \$300,000.00. (Various Neighborhood Councils)

Summary (Background)

This Consultant Agreement for Cultural Resource Consultant Services for Spokane Non-Federal Aid Projects is for a period of two years. Task assignments shall be prepared under this contract and scoped for individual project needs. Funding shall be from the individual projects with much of the contributing monies being from State sources.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 300,000.00	# Various
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	KECK, KATHLEEN
<u>Legal</u>	WHALEY, HUNT
<u>For the Mayor</u>	CODDINGTON, BRIAN
<u>Additional Approvals</u>	
<u>Purchasing</u>	PRINCE, THEA

Study Session**Other**

Public Works 10/10/16

Distribution List

Engineering Admin

mhughes@spokanecity.org

kkeck@spokanecity.org

htrautman@spokanecity.org

cwahl@spokanecity.org

sdamph@hrassoc.com

BRIEFING PAPER
Public Works Committee
Engineering Services
Oct. 10, 2015

Subject

Cultural resource consultants

Background

Engineering Services has master agreements with various consulting firms for specialized engineering services (structural, geotech, cultural resource consultants, etc). The cultural resource consultant agreement expires at the end October, 2016 and so a request for qualifications (RFQ) was advertised. Statements of qualifications (SOQs) were received from six firms. Those SOQs were ranked according to the criteria in the RFQ.

Engineering Services proposes to enter into on-call agreements with the top two firms: #1 Historic Research Associates and #2 Plateau Archaeological Investigations.

The on-call agreements will be for two years with an optional one year extension. The proposed agreement with the #1 ranked firm, Historic Research Associates, will be for \$350,000 and with the #2 firm, Plateau Archaeological Investigations, for \$100,000. Costs incurred under each of these contracts will be covered by individual public works projects (e.g., street/sidewalk projects, CSO tanks, water mains, etc.).

The contract amounts listed above are an estimate of the amount of work which would be required over the two to three year life of each on-call contract.

Action

This information is being provided for background information. The proposed contracts will be added to the council agenda once they are prepared.

Funding

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



City of Spokane

CONSULTANT AGREEMENT

Title: CULTURAL RESOURCES CONSULTANT

Title: CULTURAL RESOURCES CONSULTANT

This Agreement is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and **HISTORICAL RESEARCH ASSOCIATES, INC., A MONTANA CORPORATION**, whose address is P. O. Box 7086, Missoula Montana, 59807-7086 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 November 1, 2016, and ends on October 31, 2018, 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 **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, unless modified by a written amendment to this Agreement. Compensation shall be based upon a negotiated hourly rate arrangement and further payment details attached hereto as Exhibit B.

5. REIMBURSABLES

If the Agreement specified 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.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **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 (currently that rate is 56.5 cents per mile.) 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, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may include a four percent (4%) mark up. 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 SERVICES 2nd 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
- Engineering Department
- Project Coordinator: Dan Buller
(Please do not put name in the address portion of the invoice)
- Department Contract No. OPR # _____
- Contract Title: Cultural Resources On-Call Consultant
- Period covered by the invoice
- Project Title
 - % complete of Project as mutually agreed by COS Representative and Consultant
- Employee's name and classification
- Employee's all-inclusive hourly rate and # of hours worked
- Itemization of direct, non-salary costs (per Project, if so allocated)
- 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).
- Cumulative costs per Project and for the total Agreement

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 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	Historical Research Associates, Inc., a Montana Corporation P. O. Box 7086 Missoula Montana, 59807-7086

10. SOCIAL EQUITY REQUIREMENTS.

- A. 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 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, nor shall those key persons, or employees of Consultant identified as to be involved in the

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

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall 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. 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.
- K. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- L. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this 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.

**HISTORICAL RESEARCH ASSOCIATES,
A MONTANA CORPORATION**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

E-Mail Address

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – General Scope of Work
Exhibit B – Payment Methods

16-158a

EXHIBIT B

PAYMENT

(NEGOTIATED HOURLY RATE)

The Consultant shall be paid by the Agency for completed work and service rendered under this Agreement as provided hereinafter. The payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

- A. HOURLY RATES. The Consultant shall be paid by the Agency for work done, based upon the negotiated hourly rates. The rates shall be applicable for the first twelve (12)-month period and shall be subject to negotiation for the following twelve (12)-month period upon request of the Consultant or the Agency. If negotiations are not conducted for the second or subsequent twelve (12)-month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement or subsequent written authorization(s) from the Agency shall be utilized for the period of the Agreement. The rates are inclusive of direct salaries, payroll additives, overhead and fee. The Consultant shall maintain support data to verify the hours billed on the Agreement.
- B. DIRECT NONSALARY 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 subconsultant costs.
1. Subconsultant costs may include a Sub-Consultant Oversight markup of four percent (4%). Subconsultant costs including Oversight Markup must be itemized on the Subconsultant Fee Determination.
 2. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the Agency. Automobile mileage for travel will be reimbursed at the current rate approved for Agency employees and shall be supported by the date and time of each trip with origin and destination of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for Agency employees.
 3. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the Project.
 4. The Consultant shall maintain the original supporting documents in its office.
 5. All of the above charges must be necessary for the services provided under this Agreement.
- C. MANAGEMENT RESERVE FUND. The Agency may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs, or reimbursing the Consultant for additional work beyond that already defined in this Agreement. The amount included for the Management Reserve Fund is shown in the heading of this Agreement. This fund may be replenished in a subsequent supplemental agreement.

Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, Extra Work.

- D. MAXIMUM TOTAL AMOUNT PAYABLE. The maximum total amount payable by the Agency to the Consultant under this Agreement shall not exceed the amount shown in the heading of this Agreement. The Maximum Total Amount Payable is comprised of the Total Amount Authorized and the Management Reserve Fund. The Maximum Total Amount Payable does not include payments for extra work as stipulated in Section XIV, Extra Work. No minimum amount payable is guaranteed under this Agreement.
- E. MONTHLY PROGRESS PAYMENTS. The Consultant may submit billings to the Agency for reimbursement of all costs authorized in (A) and (B) above on a monthly basis during the progress of the work. The billings shall be in a format approved by the Agency and accompanied by the monthly progress reports required under Section III "General Requirements" of this Agreement. The billings will be supported by detailed statements for hours expended including names and classifications for all employees, and billings for all direct non-salary expenses. To provide a means of verifying the invoiced salary costs for Consultant employees, the Agency may conduct employee interviews. These interviews may consist of recording the names, titles, and present duties of those employees performing work on the Project at the time of the interview.
- F. 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 work under this Agreement, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims of any nature which the Consultant may have against the Agency unless the claims are specifically reserved in writing and transmitted to the Agency by the Consultant prior to its acceptance. The 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 that 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 ninety (90) days of notice of the overpayment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the Agency of overpayment. The Agency has twenty (20) days after receipt of the final Post Audit to begin the appeal process to the Agency for audit findings.

- G. INSPECTION OF COST RECORDS. The Consultant and the subconsultants shall keep available for inspection by representatives of the Agency for a period of three (3) years after 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 the Agreement is initiated before the expiration of the three (3)-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.



CERTIFICATE OF LIABILITY INSURANCE

HRAHIST-01

KDREILING

DATE (MM/DD/YYYY)

5/20/2016

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 Missoula Office PayneWest Insurance, Inc. P.O. Box 4386 Missoula, MT 59808	CONTACT NAME: Kasey Dreiling	
	PHONE (A/C, No, Ext): (406) 721-1000 FAX (A/C, No): (406) 721-9230	
INSURED HRA Historical Research Associates P.O. Box 7086 Missoula, MT 59807	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Charter Oak Fire Insurance Co	
	INSURER B: Travelers Indemnity Company of Conn	
	INSURER C: Travelers Indemnity	25658
	INSURER D: Darwin Select Insurance Co.	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6805C5603281642	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA3635W36516SEL	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP703W52581642	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				
D	Professional Liab		03062472	01/01/2016	01/01/2017	Each Claim 2,000,000
D	Professional Liabili		03062472	01/01/2016	01/01/2017	Aggregat 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
808 W Spokane Falls Blvd
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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HISTORICAL RESEARCH ASSOCIATES, INC.

September 12, 2016

Dan Buller
City of Spokane Department of Engineering Services
808 West Spokane Falls Boulevard
Spokane, WA 99201

Re: RFQ #4288-16 Cultural Resources Consultant Services

Dear Mr. Buller:

Historical Research Associates, Inc. (HRA), is pleased to present our qualifications in response to the City of Spokane's (City) Request for Qualifications 4288-16, Cultural Resources Consultant Services. For this contract, we are proposing a well-qualified and experienced team composed of myself, Steven Dampf, Sylvia Tarman, and numerous cultural resource specialists from our Spokane, Seattle, and Portland offices. In response to the City's desires, HRA has recently added an architectural historian to our Spokane office staff. We are all cultural resource professionals with extensive field and writing experience including projects similar to the services outlined in the RFQ. As per the City's request in the RFQ, our company information is as follows:

1. Principal place of business with whom contract would be written:
HRA Missoula Office, 125 Bank Street, Suite 500, Missoula, Montana 59802
Phone: (406) 721-1958; Fax: (406) 721-1964
2. HRA is a corporation.
3. HRA Spokane Office, 1325 W. First Avenue, Suite 202, Spokane, WA 99201
Phone: (509) 624-0441
4. HRA does not have any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve months.
5. HRA acknowledges that the Firm will comply with all terms and conditions set forth in the Request for Qualifications, unless otherwise agreed by the City.

HISTORICAL RESEARCH ASSOCIATES

Eugene | Kansas City | Missoula | Olympia | Pensacola
Portland | Seattle | Spokane | Washington DC

MAIN OFFICE

125 Bank St., Ste 500, Missoula, MT 59802
/ 406.721.1958 / 406.721.1964

SPOKANE OFFICE

1325 W. First Ave., Ste 202, Spokane, WA 99201
/ 509.624.0441 www.hrassoc.com

Mr. Dan Buller
September 12, 2016
Page 2

6. HRA acknowledges that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs.

If you have any questions or need additional information, please contact me at (206) 343-0226 or by email at bhicks@hrassoc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brent Hicks".

Brent Hicks, MA, RPA
VICE PRESIDENT, CRM DIVISION MANAGER

Enclosures

Statement of Qualifications for the City of Spokane, Washington

Submitted to:

City of Spokane Purchasing Division
Fourth Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

Submitted by:

Historical Research Associates, Inc.
1325 W. First Ave., Suite 202
Spokane, WA 99201
509.624.0441
www.hrassoc.com

September 12, 2016



HISTORICAL
RESEARCH
ASSOCIATES, INC.

Part 1. Description of Firm/Qualifications and Experience

Since 1974, Historical Research Associates, Inc. (HRA), has provided consulting services for public and private clients in cultural resource management (CRM), litigation support, and historical research. HRA is a Montana-based corporation with offices in Spokane, Missoula, Seattle, Olympia, Portland, Eugene, and Washington D.C., and has provided a full range of CRM services for transportation, military, and energy clients, federal and state government agencies, and commercial and residential developers. Our expertise enables clients to comply with the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA), as well as state legislation, for cultural resource surveys and mitigation and to meet regulations for historic preservation reports, including National Register nominations. Our previous cultural resources work, conducted throughout the Northwest and upper Rockies, has provided HRA archaeologists and historians with an understanding of the range of cultural resource properties that may be encountered in urban and rural areas. With over 60 employees in its seven offices, HRA has the capability to staff any type or size of project outlined in the RFQ.

HRA's Spokane office maintains a laboratory designed to process, analyze, catalog, and provide temporary storage for artifacts recovered during field investigations. We maintain standard archaeological field equipment and our field staff is experienced with a variety of mapping techniques, including the use of Global Positioning System (GPS) units, laser rangefinders, theodolites, and total stations, as well as other recording equipment. HRA has the capability for seamless downloading into Geographical Information Systems (GIS), including downloading to tablet computers while in the field.

HRA has completed numerous cultural resources investigations in northeastern Washington and the Spokane area. Since 2008, Project Archaeologist Steven Dampf has managed HRA's Spokane office and directed 29 projects under the on-call archaeological services contract with the City's Department of Engineering Services, as well as six for other City departments. HRA has provided cultural resources services for at least eight of the City's Combined Sewer Overflow (CSO) projects; most recently for the CSO 24 Control Facility Project, which involves construction of a buried CSO control facility, a flow control chamber, conveyance pipeline, and associated pavement work within a historic district listed in the National Register of Historic Places (NRHP) and the Washington Heritage Register (WHR). HRA is conducting background and archival research, assisting the City with agency and tribal consultation, and monitoring construction activities to identify potential archaeological resources that meet the criteria for inclusion in the NRHP and the WHR, and to assess potential impacts to the historic district.

HRA also recently completed an archaeological resources inventory for the City's Spokane Gorge Restoration Project, located just above the north bank of the Spokane River and within two previously recorded archaeological sites. After discussing project elements, survey methodology, and potential impacts to the sites, HRA and the Washington Department of Archaeology and Historic Preservation (DAHP) agreed that excavation permits were not necessary. As a result, the investigation was completed in a timely and cost effective manner. However, based on the high archaeological sensitivity of the area, HRA, in coordination with the City, Washington State Department of Ecology, and DAHP, developed an Archaeological Monitoring and Inadvertent

Discovery Plan (MIDP), with procedures for monitoring and treatment of cultural resources that may be encountered during construction activities.

For the past fifteen years, Brent Hicks has worked with the Spokane Tribe of Indians' (Spokane) cultural resources staff on projects around the region. For the last eight years, HRA Project Archaeologist Steven Dampf has maintained a positive working relationship with the Spokane's staff. He communicates regularly with the Spokane Tribal Historic Preservation Officer, Randy Abrahamson, as well as with James Harrison, Principal Investigator with the Spokane Tribe Preservation Program. For the City's recent Division Street and Main Avenue Intersection Improvements Project, HRA assisted with tribal consultation and developed an MIDP that addressed concerns expressed by Mr. Abrahamson, and also conformed to the City's evolving construction schedule.

Part 2. Staffing Plan and Key Personnel

Across the company, HRA has 22 archaeologists and 25 historians that meet the Professional Qualification Standards established by the Secretary of the Interior and the DAHP, and can efficiently implement and successfully complete the tasks outlined in the RFQ. In addition, HRA has the ability to amass small and large crews of field technicians. Each of HRA's offices has the ability to draw upon the capabilities in other offices for specific technical or management skills (e.g., artifact analyses, preparation of NRHP nominations, cultural landscape assessments, Historic Property Management Plans [HPMP], and geographical information systems [GIS] mapping and graphics). We have also completed Historic American Building Survey [HABS] and Historic American Engineering Record [HAER] documentation projects, both of which are commonly used to mitigate the effects of undertakings on standing buildings and structures.

The cultural resource investigations conducted under the proposed contract will be managed and implemented by staff in HRA's Spokane office with support from staff in our Missoula and Seattle offices. In general, HRA's Senior-level personnel provide project management and technical oversight, with Research- and Project-level Archaeologists and Historians responsible for the bulk of the research, fieldwork, analysis, and report preparation. Steven Dampf, in HRA's Spokane office, will serve as the City's point of contact, as well as the overall Project Manager and Principal Investigator. Brent Hicks, in HRA's Seattle office, will serve as Associate-in-charge and ensure that HRA's work meets the reporting requirements of the DAHP. He will also assist in coordination and consultation with area agencies and tribes. Résumés for each identified key employee are included in Appendix A.



STEVEN DAMPF | *Project Archaeologist*

MS, Resource Management (specialization in Cultural Resource Management), 2002, Central Washington University; BA, History and Science Emphasis (minor in Anthropology), 1997, University of Washington

Steven Dampf has over 18 years of experience in various phases of archaeological research for state and federal compliance. In addition to his supervisory/ administrative role and project management responsibilities, his work at HRA has included construction monitoring, conducting oral interviews, preparing cultural resource reports, and performing inventory, evaluation, and laboratory analysis of prehistoric and

historic archaeological resources in Washington, Oregon, and Idaho. Since opening the Spokane office in 2008, he has conducted more than 90 projects throughout eastern Washington and northern Idaho. As Project Manager, he will maintain appropriate communication between the City, construction contractor project manager, DAHP, consulting parties, and HRA project personnel, and ensure that HRA's resources are fully available to complete any investigations in a timely and cost effective manner.



BRENT HICKS | *Senior Archaeologist*

MA, Anthropology, 1991, Western Washington University; BA, Recreation and Parks Administration, 1987, Western Washington University; BA, Anthropology, 1986, Western Washington University

Register of Professional Archaeologists No. 12663

Brent Hicks has over 30 years of experience in CRM and has managed numerous archaeological projects on federal, state, and private lands in Washington, Oregon, Idaho, and California. These investigations have included inventories, evaluations, and site mitigation (e.g., protection and data recovery); burial site recovery and protection; and archaeological collections assessments. Brent is skilled in all aspects of research and fieldwork in both historic and prehistoric archaeology, and has a strong background in lithic artifact analysis. Brent also has considerable experience working with Native American tribes, including consultation on all types of CRM projects. He has managed and contributed to project deliverables to meet compliance with regulations implementing NEPA, Sections 106 and 110 of the NHPA, Section 4(f) of the Department of Transportation Act, the Native American Graves Protection and Repatriation Act, SEPA, Washington's Forest Practices Act, and Governor's Executive Order 05-05. He has also prepared numerous management documents, including HPMPs, Memoranda of Agreement, and Programmatic Agreements. As director of HRA's Cultural Resource Management Division, Brent serves as HRA's primary point of contact and oversees project staffing and scheduling needs. As Associate-in-charge, he will ensure that HRA's work meets the reporting requirements of DAHP.



NATALIE PERRIN | *Senior Architectural Historian/Historic Preservation Specialist*

MS, Historic Preservation, 2008, University of Oregon; BA, Theatre, 1999, University of Georgia

Since joining HRA's Portland office in 2008, Natalie Perrin has taken the lead on numerous CRM projects, including Historic Structures Reports for significant properties listed in the NRHP; NRHP nominations, including individual, district, and multiple property documentations; HABS/HAER; Historic Structures Plans; Maintenance and Operations Guidelines for historic resources; HPMPs; Survey and Inventory; Design Review; Restoration and Rehabilitation Consulting; and Section 106 Evaluation. With specialized training in building conservation technology, Perrin is particularly adept at assessing the built environment and evaluating historic resources from the ground up. She will also provide technical oversight on investigations conducted by Kathryn Burk-Hise, HRA's Research Architectural Historian in Spokane (see below).



SYLVIA TARMAN | *Research Archaeologist*

BA, Anthropology, 2008, University of Montana

Sylvia Tarman joined HRA's Spokane office in 2010, and has experience in conducting all phases of fieldwork, laboratory analysis of artifacts, and many different research tasks. Her work at HRA also has included construction monitoring, assisting in the preparation of cultural resource reports, and conducting fieldwork and artifact analysis in Washington and Idaho. Sylvia's previous construction monitoring work has included numerous City projects, as well as transmission line and fiber optic projects in central and eastern Washington. Her areas of interest are settlement patterns of the west and historic artifact analysis and preservation.



KATHRYN BURK-HISE | *Research Architectural Historian*

MS, Historic Preservation, 2008, University of Oregon; BA, History (Minor in Cultural Anthropology), 2005, Sonoma State University

Before joining HRA's Spokane office in 2016, Kathryn Burk-Hise worked in both the nonprofit and private consulting fields. As staff for a Spokane historic preservation group, she managed research for Board committees, oversaw the educational, communication and outreach programs, and handled day-to-day operations. In her historic preservation consulting business, Burk-Hise focused on a variety of projects including research for a Seattle Landmarks Nomination, survey and evaluation projects, National Register of Historic Places district expansions, and a building condition assessment. She has nearly a decade of experience as an architectural historian and historic preservationist, and is a specialist in archival and historical research including primary, secondary and tertiary source review and analysis, building condition assessments and maintenance plans, building construction methods and materials history, historic contexts and architectural history.

Part 3. Client References

Mark Cauchy
Pend Oreille Public Utility District
P.O. Box 190
Newport, WA 99156
(503) 230-3469
mcauchy@popud.org
Toby Schwalbe
Northwest Pipeline LLC
295 Chipeta Way - 3P1
Salt Lake City, UT 84158-0900
(801) 584-6751
toby.schwalbe@williams.com

René Wiley
Avista Corporation
1411 East Mission MSC-1
Spokane, WA 99220-3727
(509) 495-2919
robin.bekkedahl@avistacorp.com
Michael Aronowitz
Seattle City Light
700 Fifth Avenue, Suite 3200
Seattle, WA 98124-4023
(206) 684-3793
michael.aronowitz@seattle.gov

Part 4. Project Experience Table

Client Name and Address	Project Title and Number; Contract Period of Performance	Contact Information
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Cultural Resources Services for the City of Spokane's CSO Basin 24 Control Facility – 2010087</i> (August 2016 – November 2017)	Cindy Kinzer (509) 625-6397 ckinzer@spokanecity.org
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Cultural Resources Assessment for the City of Spokane's CSO 26 Control Facility – 2010088</i> (June 2016 – December 2016)	Dan Buller (509) 625-6391 dbuller@spokanecity.org
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Cultural Resources Inventory for the City of Spokane's Spokane River Gorge Restoration Project – 2016050</i> (March 2016 – June 2017)	Eric Lester (509) 625-6894 elester@spokanecity.org
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Cultural Resources Inventory for the City of Spokane's CSO 41 Control Facility – 2010102</i> (March 2016 – November 2016)	Cindy Kinzer (509) 625-6397 ckinzer@spokanecity.org
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Cultural Resources Monitoring for the City of Spokane's CSO Basin 12 Control Facility – 2013211</i> (February 2016 – June 2017)	Cindy Kinzer (509) 625-6397 ckinzer@spokanecity.org
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Cultural Resources Inventory for the City of Spokane's Pettet Drive MS4 – 2015099</i> (September 2015 – October 2015)	Cindy Kinzer (509) 625-6397 ckinzer@spokanecity.org
City of Spokane Capital Management 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Archaeological Resources Inventory for the City of Spokane's Union Basin Stormwater Improvements – 2013221</i> (August 2015 – October 2015)	Mark Papich (509) 625-6310 mpapich@spokanecity.org
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Cultural Resources Inventory and Monitoring for the City of Spokane's Erie Street from 1st Ave to Martin Luther King Jr Way Extension – 2014115</i> (July 2015 – December 2015)	Duane Studer (509) 625-6176 dstuder@spokanecity.org
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Cultural Resources Inventory for the City of Spokane's Barnes Road from Phoebe Street to Strong Road – 2013146</i> (October 2015 – December 2015)	Dan Buller (509) 625-6391 dbuller@spokanecity.org
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Cultural Resources Inventory for the South Gorge Trail from Sandifer Bridge to Glover Field – 2014091</i> (July 2015 – present)	Eric Lester (509) 625-6894 elester@spokanecity.org
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Archaeological Monitoring for the City of Spokane's Division Street and Main Avenue Intersection Improvements – 2011103</i> (July 2015 – present)	Dan Buller (509) 625-6391 dbuller@spokanecity.org
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Cultural Resources Assessment for the City of Spokane's 2013 Downtown Pedestrian Improvements – 2013156</i> (June 2015 – September 2015)	Dan Buller (509) 625-6391 dbuller@spokanecity.org
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Archaeological Monitoring for the City of Spokane's Division Street Gateway – 3rd Ave to 4th Ave – 2014057</i> (February 2015 – December 2015)	Dan Buller (509) 625-6391 dbuller@spokanecity.org

Client Name and Address	Project Title and Number; Contract Period of Performance	Contact Information
City of Spokane Capital Management 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Cultural Resources Inventory for the City of Spokane's Plains System Second Reservoir – 2014108</i> (March 2015 – December 2015)	Mark Papich (509) 625-6310 mpapich@spokanecity.org
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Cultural Resources Assessment for the City of Spokane's Interceptor I-03 Control Facility – 2013214</i> (February 2015 – October 2016)	Cindy Kinzer (509) 625-6397 ckinzer@spokanecity.org
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Cultural Resources Assessment for the City of Spokane's CSO 33-1 Control Facility – Liberty Park – 2013213</i> (February 2015 – December 2015)	Marcia Davis (509) 625-6398 mdavis@spokanecity.org
City of Spokane Engineering Services 808 W. Spokane Falls Blvd Spokane, WA 99201-3433	<i>Archaeological Monitoring for the City of Spokane's CSO 6 Control Facility – Phase 1 – 2010044</i> (February 2015 – December 2015)	Cindy Kinzer (509) 625-6397 ckinzer@spokanecity.org
Avista Corporation 1411 E Mission Ave Spokane, WA 99220	<i>Cultural Resources Services for the Spokane River Project (FERC No. 2545)</i> (August 2011 – present)	Robin Bekkedahl (509) 495-8657 robin.bekkedahl@avistacorp.com
Pend Oreille Public Utility District P.O. Box 190 Newport, WA 99156	<i>Cultural Resources Services for the Box Canyon Hydroelectric Project (FERC No. 2042)</i> (December 2005 – present)	Mark Cauchy (503) 230-3469 mcauchy@popud.org

Part 5. Contract Incidents

HRA has not had a contract terminated for default in the last five (5) years.

Appendix A. Resumes



**HISTORICAL
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ASSOCIATES, INC.**

Brent A. Hicks

Vice President, Cultural Resources Management; Associate Archaeologist

SUMMARY OF EXPERIENCE

Mr. Hicks joined HRA in 2005 and has over 25 years of experience in cultural resources management. He has conducted and managed archaeological investigations in Washington, Oregon, Idaho, and California. He is skilled in all aspects of research and fieldwork in archaeology, and has a strong background in lithic artifact analysis. Hicks has considerable experience working with Native American Tribes, including consultation on all types of cultural resource management projects and topics. He implemented a tribal cultural resource management compliance program for off-reservation federal lands in eastern Washington. Hicks has managed numerous cultural resource management projects on federal, state, and private lands, including inventories, evaluations, and site mitigation (e.g., protection and data recovery); burial site recovery and protection; and archaeological collections assessments. He has prepared management documents, including Historic Property Management Plans, Memoranda of Agreements and Programmatic Agreements, including an all-electronic web-interactive Cultural Resources Management Plan.

EDUCATION

MA, Anthropology, 1991, Western Washington University, Bellingham, Washington
BA, Recreation and Parks Administration, 1987, Western Washington University
BA, Anthropology, 1986, Western Washington University

PROFESSIONAL REGISTRATION AND CERTIFICATIONS

Register of Professional Archaeologists (No. 12663)

PROFESSIONAL AFFILIATIONS

Association for Washington Archaeology
Society for American Archaeology

RELEVANT EXPERIENCE

Mill Pond Dam/Sullivan Lake Cold Water Facility Cultural Resources Assessment, Pend Oreille County, Washington

Associate-in-Charge for survey and monitoring the Area of Potential Effects (APE) of proposed stream restoration work in preparation for abandoning Mill Pond Dam and dewatering the small reservoir behind it.

Seattle City Light Boundary Dam Study Plan Refinement, Northeastern Washington

Project Manager for cultural resources management tasks on the Pend Oreille River; refined preliminary study plan for inventory and evaluation of archaeological and historic resources within the Project APE; participant in the relicensing cultural resources work group with stakeholders.

Box Canyon Historic Properties Management Plan (HPMP), Pend Oreille County, Washington, and Bonner County, Idaho

Project Manager and Senior Archaeologist for preparation of an HPMP that covered all Project lands, including private, public, and tribal lands; participation in a Cultural Resource Management Group, consultation with Kalispel Tribe and Colville National Forest archaeologist, archival and field review of archaeological sites, research, and preparation of sections on management measures, including a monitoring plan.

Cultural Resources Assessment for the Middle Branch LeClerc Creek Restoration Project, Pend Oreille County, Washington

Associate-in-Charge for literature and archival research, pedestrian and subsurface survey, and reporting.

Federal Columbia River Power System Program Grand Coulee Project Historic Properties Management Plan, Ferry, Lincoln, Grant, Okanogan, and Stevens Counties, Washington

Project Manager for assisting the FCRPS lead agencies BPA and Reclamation in completing a draft Historic Properties Management Plan for the Grand Coulee Project. Hicks and team are organizing site information for more than 650 archaeological sites and developing a prioritization for management activities throughout the Project APE. The project involves regular meetings with agency and tribal stakeholders and multiple rounds of review and comment gathering and responses.

Beaver Bay Campground Cultural Resources Assessment, Cowlitz County, Washington

Associate-in-Charge for a cultural resources assessment for improvements to the septic system of a campground on the Yale Lake Reservoir, one of the components of the PacifiCorp's Yale hydroelectric system, operated under FERC License No. 2071.

Lake Roosevelt Multiple Property Documentation, Northeastern Washington

Project Manager for an internal draft of a National Register Multiple Property Document (MPD) for Lake Roosevelt, the reservoir behind Grand Coulee Dam in northeastern Washington, for use by stakeholders.



**HISTORICAL
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Steven K. Dampf

Project Archaeologist

SUMMARY OF EXPERIENCE

Steven Dampf joined HRA in 2004 and has several years' experience in various phases of archaeological research for Sections 106, Section 110, and NEPA compliance. His Master's thesis consisted of a subsurface reconnaissance for a significance evaluation at a damaged archaeological property at Mount Rainier National Park, providing recommendations for site stabilization, and preparing a nomination to the National Register of Historic Places. In addition to his supervisory/administrative role at the project level, his work at HRA has included construction monitoring, conducting oral interviews, preparing cultural resource reports, as well as performing inventory, evaluation, and laboratory analysis of prehistoric and historic archaeological resources in Washington, Oregon, Idaho, and North Dakota. Mr. Dampf's areas of interests include land use patterns in Pacific Northwest montane environments, as well as lithic analysis, GIS, and archaeological predictive modeling.

EDUCATION

M.S., Resource Management (specialization in Cultural Resource Management), 2002, Central Washington University, Ellensburg

B.A., History and Science Emphasis (minor in Anthropology), 1997, University of Washington, Seattle

PROFESSIONAL REGISTRATION AND CERTIFICATIONS

Register of Professional Archaeologists (No. 16401)

PROFESSIONAL AFFILIATIONS

Association for Washington Archaeology
Society for American Archaeology

RELEVANT EXPERIENCE

Literature Review and Archaeological Resources Field Survey for the Hazel's Creek Low-Impact Development Demonstration Project

Dampf served as Project Manager for the City of Spokane's Hazel's Creek Project as part of the on-call contract for archaeological services for the City's Department of Engineering Services. Dampf conducted a literature review and archaeological resources field survey for the Project, located on a 19-acre wetland site and involving improvement of trails, gravel maintenance roads, and low-impact plantings and vegetation. HRA identified a precontact archaeological site (45SP698) during field survey and assisted the City with tribal and agency consultation regarding measures to avoid or minimize project impacts to the site. [1853]

FERC License Implementation of Cultural Resources Requirements for Avista's Spokane River Project

Dampf is currently serving as Project Manager for implementing Historic Properties Management Plans for five hydroelectric dam projects in northeastern Washington and northern Idaho, under the alternative licensing process. This work has included completing cultural resources inventory and evaluation reports and assisting Avista in consultation with the stakeholder tribes, federal and state agencies, and state historic preservation offices, participating in the Cultural Resources Work Group for the relicensing process. HRA has also helped Avista develop an agreement for long-term artifact curation in keeping with federal regulations. [1845, 2054]

Federal Columbia River Power System Program Grand Coulee Project Historic Properties Management Plan, Ferry, Lincoln, Grant, Okanogan, and Stevens Counties, Washington

HRA is currently assisting the FCRPS lead agencies (BPA and Reclamation) in completing a draft Historic Properties Management Plan for the Grand Coulee Project. Dampf is assisting with organizing site information for more than 650 archaeological sites and developing a prioritization for management activities throughout the Project APE. The project involves regular meetings with agency and tribal stakeholders and multiple rounds of review and comment gathering and responses. [2098]

PRESENTATIONS AND PUBLICATIONS

And Now for Something Completely Different: Investigation of an Upland Site Near Kettle Falls, Washington. Poster presented at 65th Northwest Anthropology Conference, Pendleton, Oregon: 2012.

Frontier and Border Archaeology of the Old Boundary Townsite (45ST632), Stevens County, Washington. Poster presented at 64th Northwest Anthropology Conference, Moscow, Idaho: 2011.

Does It Work? Testing DAHP's Predictive Model in the Field. Paper presented at 63rd Northwest Anthropology Conference, Ellensburg, Washington: 2010.



**HISTORICAL
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Natalie K. Perrin

Project Architectural Historian/Historic Preservationist

SUMMARY OF EXPERIENCE

Since joining HRA in 2008, Ms. Perrin has taken the lead on numerous CRM projects, including Historic Structures Reports for significant properties listed in the National Register of Historic Places; Historic American Building Survey/Historic American Engineering Reports (HABS/HAER) documentation; Historic Structures Plans; Maintenance and Operations Guidelines for historic resources; Survey and Inventory; Design Review; Restoration and Rehabilitation Consulting; and Section 106 Evaluation. With specialized training in building conservation technology, Perrin is particularly adept at assessing the built environment and evaluating historic resources from the ground up. Perrin's project management experience ranges in scope and scale, from \$5000 municipal surveys to \$0.5 million archaeological surveys and prehistoric rock art evaluation. Regardless of monetary value, Perrin's project management style includes open communication with clients and staff early in the project, to ensure expectations are established, deadlines are met, and deliverables are of the highest quality. Perrin is active in the preservation community in Oregon, and serves as both vice president of the Historic Preservation League of Oregon, as a member of the American Institute of Architect (Portland chapter) Historic Resources Committee, and on the Board of the Friends of the Historic Columbia River Highway, an organization that works directly with other stakeholders throughout the Columbia River Gorge National Scenic Area.

EDUCATION

MS, Historic Preservation, 2008, University of Oregon, Eugene
BA, Theatre, 1999, University of Georgia

PROFESSIONAL AFFILIATIONS

AIA Historic Review Board, Portland Chapter
Friends of Historic Columbia River Highway (Board Member)
Historic Preservation League of Oregon (Vice President)
The Canova Association (Canova, Italy)

RELEVANT EXPERIENCE

Big Hole Diversion Dam Historic American Engineering Record Report Vicinity of Divide, Butte-Silver Bow County, Montana

Project Architectural Historian for Level II HAER report for the Big Hole River Pumping Station Complex, including background research on and interviews with knowledgeable persons regarding the construction, engineering, and use of the facility.

Level II HAER Report of the Ariel (Merwin) Hydroelectric Project Historic District, City of Ariel, Cowlitz County, Washington

Research Architectural Historian for fish passage facility improvements at the Merwin dam and powerhouse on the Lewis River, including archival research, completion of a district site record, documenting the district in color and black-and-white photographs, and completing the HAER Level II report.

Pacific Connector Natural Gas Pipeline, Southern Oregon

Research Architectural Historian for cultural resources investigations for a 36-inch pipe to connect the proposed Jordan Cove Liquid Natural Gas facility near Coos Bay, Oregon in Coos County to PG&E's interstate pipeline near Malin, Oregon, in Klamath County.

Determination of Eligibility for the National Register of Historic Places of Five Structures Located on the Malmstrom Air Force Base, Montana

Project Architectural Historian for architectural evaluation of the F10 Bridge and Stearns Augusta Road Bridge; photographed and documented the two bridges and prepared a report documenting the age and National Register of Historic Places eligibility of the bridges.

Historical Resources Services for the City of Spokane's Riverside Extension Project, City of Spokane, Spokane County, Washington

Research Architectural Historian for an intensive-level historic resources survey of 10 selected properties, including preparation of Spokane Register nominations that provided descriptions of each structure surveyed, a statement of significance, and a determination of eligibility.

Cultural Resources Assessment for the Sequash and Lexington Road Widening Project, Steilacoom, Pierce County, Washington

Research Architectural Historian for historic resources survey for NHPA Section 106 compliance; combined background research effort with another project taking place in Steilacoom at the same time, saving money for both projects.

Colville Health Center HABS Documentation, Nespelem, Okanogan County, Washington

Research Architectural Historian for historic significance assessment report and preservation plan.

Historic Artifact Inventory of the Big Hole River Pumpstation, Butte-Silver Bow County, Montana

Research Architectural Historian for identification and inventory of machinery and equipment within the pumpstation; photographing the materials and preparing a comprehensive map to be used for preservation of the artifacts.



**HISTORICAL
RESEARCH
ASSOCIATES, INC.**

Sylvia Tarman

Research Archaeologist

SUMMARY OF EXPERIENCE

Sylvia Tarman joined HRA in 2010, and has experience in conducting all phases of fieldwork, laboratory analysis of artifacts, and many different research tasks. In addition to her fieldwork/administrative role, her work at HRA has included construction monitoring, assisting in the preparation of cultural resource reports, and conducting fieldwork and artifact analysis in Washington and Idaho. Sylvia's areas of interest are settlement patterns of the west and historic artifact analysis and preservation.

EDUCATION

B.A. Anthropology (option in Archaeology), 2008, University of Montana, Missoula

RELEVANT EXPERIENCE

Federal Columbia River Power System Program Grand Coulee Project Historic Properties Management Plan, Ferry, Lincoln, Grant, Okanogan, and Stevens Counties, Washington

HRA is currently assisting the FCRPS lead agencies (BPA and Reclamation) in completing a draft Historic Properties Management Plan for the Grand Coulee Project. Tarman is assisting with organizing site information for more than 650 archaeological sites and developing a prioritization for management activities throughout the Project APE. The project involves regular meetings with agency and tribal stakeholders and multiple rounds of review and comment gathering and responses. [2098]

Literature Review and Archaeological Resources Field Survey for the City of Spokane's Hazel's Creek Low-Impact Development Demonstration Project

Tarman assisted with fieldwork, conducted background research, assisted with preparation of cultural resource report for the City of Spokane's Hazel's Creek Low-Impact Development Demonstration Project in the southeast area of the city of Spokane. Project plans for the 19-acre wetland site include improvement of trails, gravel maintenance roads, and low-impact plantings and vegetation. [1853]

Cultural Resources Literature Review and Survey for the Celilo-Sylmar Transmission Line Uprate Project, Oregon

Tarman served as logistics coordinator (collecting field documents, tracking progress, and compiling project info) for archaeological investigations including survey and subsurface testing of the 265-mile Celilo-Sylmar Transmission Line Uprate project. For Bonneville Power Administration. [1983]

Cultural Resources Assessment for the City of Spokane's Ben Burr Bike Trail Project, Spokane County, Washington

Tarman assisted with fieldwork, conducted background research, assisted with preparation of cultural resource report, site form preparation for the City of Spokane's proposed Ben Burr Bike Trail Project. The project involves construction of a 12-foot-wide multi-use, non-motorized asphalt trail between Underhill Park and the existing Centennial Trail. [1906]

Cultural Resources Assessment for the North Fork Calispell Creek Restoration Project, Pend Oreille County, Washington

Tarman assisted with fieldwork, conducted background research, assisted with preparation of cultural resource report, administrative project planning tasks for the Pend Oreille Public Utility District to conduct a cultural resources assessment for the North Fork Calispell Creek Restoration Project in Pend Oreille County, Washington. The study was conducted to assess ground disturbance associated with the pool habitat creation, addition of large woody debris (LWD), and fence installation along approximately 9.5 miles of North Fork Calispell Creek, as well as ground disturbing construction activities including from heavy equipment access to the habitat creation locations. [1858]

FERC License Implementation of Cultural Resources Implementation of Cultural Resources Requirements for Avista's Spokane River Project

Tarman assisted with implementation of Historic Properties Management Plans for five hydroelectric dam projects in northeast Washington and northern Idaho. This work has included completing cultural resources inventory and evaluation reports and the curation of artifacts in accordance with federal regulations. [1845]

Literature Review and Archaeological Resources Field Survey for the City of Spokane's Proposed North Bench Project, Spokane County, Washington

Tarman assisted with fieldwork, conducted background research, assisted with preparation of cultural resource report for the City of Spokane's North Bend Council Ring Project, which involves construction of a stone council ring on a terrace above the Spokane River. [1839]

Cultural Resources Survey for the Division Street Gateway Project, Spokane County, Washington

Tarman conducted background research, assisted with fieldwork (photographing historic properties), for GeoEngineers, Inc. (GeoEngineers) to conduct a cultural resources survey for the Division Street Gateway Project in the city of Spokane. [1821]

Cultural Resources Inventory of the Spokane Replacement Project, Spokane County, Washington

Tarman coordinated and conducted fieldwork, conducted background research, assisted with preparation of cultural resource report for the replacement of approximately 5.1 miles of an existing 16-inch gas pipeline in Spokane County. [1790]



Agenda Sheet for City Council Meeting of:

10/31/2016

<u>Date Rec'd</u>	10/17/2016
<u>Clerk's File #</u>	OPR 2016-0849
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2016196
<u>Bid #</u>	RQF 4288-16
<u>Requisition #</u>	MASTER
<u>Agenda Item Name</u>	0370 - CULTURAL RESOURCE CONSULTANT - NON-FEDERAL - PLATEAU

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 - CULTURAL RESOURCE CONSULTANT - NON-FEDERAL - PLATEAU

Agenda Wording

Consultant Agreement with Plateau Archaeological Investigations, LLC (Pullman, WA) for Cultural Resource Consultant for Spokane Non-Federal Aid Project for an amount not to exceed \$100,000.00. (Various Neighborhood Councils)

Summary (Background)

This consultant agreement for Cultural Resource Consultant Services for Spokane Non-Federal Aid Projects is for a period of two years. Task assignments shall be prepared under this contract and scoped for individual project needs. Funding shall be from the individual projects with much of the contributing monies being from State or Local sources.

Fiscal Impact

Expense \$ 100,000.00

Select \$

Select \$

Select \$

Budget Account

Varies

#

#

#

Approvals

Dept Head TWOHIG, KYLE

Division Director FEIST, MARLENE

Finance KECK, KATHLEEN

Legal WHALEY, HUNT

For the Mayor CODDINGTON, BRIAN

Additional Approvals

Purchasing PRINCE, THEA

Council Notifications

Study Session

Other

Public Works 10/10/16

Distribution List

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BRIEFING PAPER
Public Works Committee
Engineering Services
Oct. 10, 2015

Subject

Cultural resource consultants

Background

Engineering Services has master agreements with various consulting firms for specialized engineering services (structural, geotech, cultural resource consultants, etc). The cultural resource consultant agreement expires at the end October, 2016 and so a request for qualifications (RFQ) was advertised. Statements of qualifications (SOQs) were received from six firms. Those SOQs were ranked according to the criteria in the RFQ.

Engineering Services proposes to enter into on-call agreements with the top two firms: #1 Historic Research Associates and #2 Plateau Archaeological Investigations.

The on-call agreements will be for two years with an optional one year extension. The proposed agreement with the #1 ranked firm, Historic Research Associates, will be for \$350,000 and with the #2 firm, Plateau Archaeological Investigations, for \$100,000. Costs incurred under each of these contracts will be covered by individual public works projects (e.g., street/sidewalk projects, CSO tanks, water mains, etc.).

The contract amounts listed above are an estimate of the amount of work which would be required over the two to three year life of each on-call contract.

Action

This information is being provided for background information. The proposed contracts will be added to the council agenda once they are prepared.

Funding

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



City of Spokane

CONSULTANT AGREEMENT

Title: CULTURAL RESOURCES CONSULTANT

Title: **CULTURAL RESOURCES CONSULTANT**

This Agreement is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and **PLATEAU ARCHAEOLOGICAL INVESTIGATIONS**, whose address is Post Office Box 714 Pullman, Washington 99163, 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 November 1, 2016, and ends on October 31, 2018, 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 **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, unless modified by a written amendment to this Agreement. Compensation shall be based upon a negotiated hourly rate arrangement and further payment details attached hereto as Exhibit B.

5. REIMBURSABLES

If the Agreement specified 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.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **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 (currently that rate is 54 cents per mile.) 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, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may include a four percent (4%) mark up. 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 SERVICES 2nd 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
- Engineering Department
- Project Coordinator: Dan Buller
(Please do not put name in the address portion of the invoice)
- Department Contract No. OPR # _____
- Contract Title: Cultural Resources On-Call Consultant
- Period covered by the invoice
- Project Title
 - % complete of Project as mutually agreed by COS Representative and Consultant
- Employee's name and classification
- Employee's all-inclusive hourly rate and # of hours worked
- Itemization of direct, non-salary costs (per Project, if so allocated)
- 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).
- Cumulative costs per Project and for the total Agreement

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 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	Plateau Archaeological Investigations PO Box 714 Pullman, WA 99163

10. SOCIAL EQUITY REQUIREMENTS.

- A. 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 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 forth-five (45) 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 forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the

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

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall 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. 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.
- K. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- L. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this 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.

**PLATEAU ARCHAEOLOGICAL
INVESTIGATIONS**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

E-Mail Address

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

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

EXHIBIT B

PAYMENT

(NEGOTIATED HOURLY RATE)

The Consultant shall be paid by the Agency for completed work and service rendered under this Agreement as provided hereinafter. The payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

- A. HOURLY RATES. The Consultant shall be paid by the Agency for work done, based upon the negotiated hourly rates show in the attached Exhibit C. The rates listed shall be applicable for the first twelve (12)-month period and shall be subject to negotiation for the following twelve (12)-month period upon request of the Consultant or the Agency. If negotiations are not conducted for the second or subsequent twelve (12)-month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement or subsequent written authorization(s) from the Agency shall be utilized for the period of the Agreement. The rates are inclusive of direct salaries, payroll additives, overhead and fee. The Consultant shall maintain support data to verify the hours billed on the Agreement.
- B. DIRECT NONSALARY 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 subconsultant costs.
1. Subconsultant costs may include a Sub-Consultant Oversight markup of four percent (4%). Subconsultant costs including Oversight Markup must be itemized on the Subconsultant Fee Determination.
 2. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the Agency. Automobile mileage for travel will be reimbursed at the current rate approved for Agency employees and shall be supported by the date and time of each trip with origin and destination of such trips. Subsistence and lodging expenses will be reimbursed at the same rate as for Agency employees.
 3. The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the Project.
 4. The Consultant shall maintain the original supporting documents in its office.
 5. All of the above charges must be necessary for the services provided under this Agreement.
- C. MANAGEMENT RESERVE FUND. The Agency may desire to establish a Management Reserve Fund to provide the Agreement Administrator the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs, or reimbursing the Consultant for additional work beyond that already defined in this Agreement. The amount included for the Management Reserve Fund is shown in the heading of this Agreement. This fund may be replenished in a subsequent supplemental agreement.

Any changes requiring additional costs in excess of the Management Reserve Fund shall be made in accordance with Section XIV, Extra Work.

- D. MAXIMUM TOTAL AMOUNT PAYABLE. The maximum total amount payable by the Agency to the Consultant under this Agreement shall not exceed the amount shown in the heading of this Agreement. The Maximum Total Amount Payable is comprised of the Total Amount Authorized and the Management Reserve Fund. The Maximum Total Amount Payable does not include payments for extra work as stipulated in Section XIV, Extra Work. No minimum amount payable is guaranteed under this Agreement.
- E. MONTHLY PROGRESS PAYMENTS. The Consultant may submit billings to the Agency for reimbursement of all costs authorized in (A) and (B) above on a monthly basis during the progress of the work. The billings shall be in a format approved by the Agency and accompanied by the monthly progress reports required under Section III "General Requirements" of this Agreement. The billings will be supported by detailed statements for hours expended including names and classifications for all employees, and billings for all direct non-salary expenses. To provide a means of verifying the invoiced salary costs for Consultant employees, the Agency may conduct employee interviews. These interviews may consist of recording the names, titles, and present duties of those employees performing work on the Project at the time of the interview.
- F. 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 work under this Agreement, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims of any nature which the Consultant may have against the Agency unless the claims are specifically reserved in writing and transmitted to the Agency by the Consultant prior to its acceptance. The 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 that 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 ninety (90) days of notice of the overpayment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the Agency of overpayment. The Agency has twenty (20) days after receipt of the final Post Audit to begin the appeal process to the Agency for audit findings.

- G. INSPECTION OF COST RECORDS. The Consultant and the subconsultants shall keep available for inspection by representatives of the Agency for a period of three (3) years after 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 the Agreement is initiated before the expiration of the three (3)-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

September 8, 2016

Dan Buller
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3316

Dear Mr. Buller,

Thank you for considering this response to the City of Spokane Request for Qualifications (RFQ) 4288-16, Cultural Resource Consultant Services. This reply describes Plateau's qualifications, capabilities, and experience in addition to providing business references, a list of contracts, and staff resumes.

Plateau Archaeological Investigations, LLC (Plateau) operates from 115 NW State Street, Room 215, Pullman, Washington. No current or former City of Spokane employee is employed by or is on the governing board of Plateau, nor have they ever been. Plateau will comply with all terms and conditions set forth in the Request for Qualifications, unless otherwise agreed by the City. Plateau has not been, nor will we contract with, a subcontractor who is debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs. Plateau agrees to follow cost principles and audit requirements outlined in the Code of Federal Regulations.

Plateau has been successfully providing cultural resource consultant services to towns, cities, counties, engineering firms, corporations, and private organizations in eastern Washington, northern Idaho, and eastern Oregon since 1998. Since archaeological variables are generally related to geographic location and cultural affiliations, a knowledge and understanding of the region we work in, and familiarity with the concerns of regional interested parties allows us to focus our efforts on the client's project and specific concerns.

We look forward to working with the City of Spokane to provide cultural resource survey and other services in a professional, timely, and efficient manner.

Sincerely,



David Harder
Vice President
dharder@plateau-crm.com

Enc. Request for Qualifications (RFQ) 4288-16, Cultural Resource Consultant Services

PLATEAU ARCHAEOLOGICAL INVESTIGATIONS, LLC

Statement of Qualifications

Plateau Archaeological Investigations (Plateau) conducts archaeological and cultural resource contracting and consulting, including Section 106, National Environmental Policy Act (NEPA), State Environmental Policy Act (SEPA), Executive Order 05-05, and Joint Aquatic Resources Permits Application (JARPA) surveys for federal and state agencies, municipalities, utility companies, conservation districts, engineering firms, and private organizations. Our reports satisfy the requirements of any funding agency, state department or agency, and any Tribal entity who may comment as interested parties. Plateau personnel maintain productive relationships with the Washington Department of Archaeology and Historic Preservation (DAHP) and Tribal contacts to ensure projects are effectively managed and completed to the satisfaction of all state or federal agencies and interested Tribal entities. Plateau has never had a contract terminated for default.

Plateau continues to build on over 17 years of experience while elevating service capabilities and providing client satisfaction by focusing on consulting and other cultural resource services in eastern Washington, northern Idaho, and eastern Oregon. Since archaeological variables are generally related to geographic location and cultural affiliations, a knowledge and understanding of the region we work in, and familiarity with the concerns of regional interested parties allows us to focus our efforts on our client's project and specific concerns.

Capabilities

Plateau is capable of undertaking the suite of services required for any cultural resources project, including background review, field survey, and preparation of the proper and necessary documentation and reports. Plateau routinely does pedestrian survey projects—many of which require subsurface probing—in addition to site testing, construction monitoring, and data recovery projects. Over the past three years, Plateau has completed over 175 cultural resource survey reports, all of which meet the standards set forth in the DAHP's *Washington State Standards for Cultural Resources Reporting 2015*. Reports are tailored to the proposed undertaking; however, all reports include a description of the project, background review, field procedures, field results, and project recommendations. When a survey reveals archaeological resources or built environments, Plateau prepares and submits the appropriate forms, all of which accompany the report, and offers a management plan for the inventoried resource(s) in relation to the proposed undertaking.

Quality Practices and Procedures

The tasks required for most cultural resource projects can fit into a "template" for completion. As such, Plateau follows proven steps toward completion of projects, constantly evaluating the tasks to determine if they work well toward timely and professional completion.

Upon award, Plateau will verify that we have the most recent data including finalized area of potential effects (APE), scope of work, legal descriptions, USGS maps, GIS layers, and/or project plans for the proposed undertaking, and the nexus of the undertaking. A Project Archaeologist will

PLATEAU ARCHAEOLOGICAL INVESTIGATIONS, LLC
Statement of Qualifications

be assigned to the project at this time, and this person will be responsible for leading field investigations and communications with our client.

Plateau will review known archaeological resources and previous cultural resource surveys within one mile of the project, as inventoried at the appropriate state agency (i.e. the Washington Department of Archaeology and Historic Preservation [DAHP], Idaho State Historical Survey [ISHS], or the Oregon State Historic Preservation Office [SHPO]). Following this, the National Register of Historic Places (NRHP) database will be consulted.

Plateau will also conduct cartographic analysis of landform, topography, soils, and proximity to water using topographic maps, and online resources such as Government Land Office (GLO) cadastral maps, county maps, and the Natural Resources Conservation Service (NRCS) Web Soil Survey. Secondary historic resources, where available and pertinent, will be consulted to identify any known cultural resources. This search allows identification of previously recorded historic and archaeological resources within or near the project's APE. Additionally, a review of available survey and overview reports, ethnographic accounts of the region, historical accounts, collections of legends, and other publically available documents will help identify any known or potential Traditional Cultural Places (TCPs).

Plateau will initiate a utility locate using the Call Before You Dig system prior to fieldwork. Survey work will be completed in accordance with the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716, September 29, 1983) and under the supervision of Principal Investigator, David Harder. The fieldwork will be completed in a manner consistent with state requirements. For instance, Washington State Senate Bill 5282 amending RCW 27.53.030 requirements will be followed and the fieldwork will include inspection techniques to identify both surface and subsurface archaeological resources.

If beneficial, the field crew will be outfitted with a survey grade Magellan GPS unit loaded with the project GIS data. Survey will be conducted within the APE defined by our client. The survey crew may include Plateau's historian, depending on the scope of work and background information on the project. The historian will be responsible for inventorying the built environment. Pedestrian survey will be conducted at intervals that do not exceed 65 feet (20 meters). The Project Archaeologist will take daily notes regarding the project and any findings. Photographs and further GIS information will be recorded as necessary and at the discretion of the Project Archaeologist.

During survey, Plateau will relocate any previously recorded cultural resources within the APE. Should unrecorded cultural materials or features be encountered during the survey, field crew will flag cultural materials/features, gather data, record GPS positions, and photograph diagnostic materials/features. Plateau will request Smithsonian numbers from the state historic preservation office.

PLATEAU ARCHAEOLOGICAL INVESTIGATIONS, LLC

Statement of Qualifications

Subsurface investigations will be at the discretion of the Project Archaeologist, and may be influenced by an available predictive model, previously recorded cultural resources, and current conditions of the APE. Shovel probes will be excavated at 65-ft (20-m) intervals to a maximum depth of 3.25 ft (1.0 m), unless field conditions (i.e., topography, previous disturbances, etc.) determine otherwise. Culture-bearing shovel probes will warrant additional probing at 16.4-ft (5-m) intervals to refine site boundaries. Archaeologists will remove sediment by arbitrary 10-cm levels and screen spoils through $\frac{1}{4}$ or $\frac{1}{8}$ inch wire mesh. Sediment characteristics will be recorded on standardized forms with the color, composition, and degree of compaction noted.

If cultural resources are identified, or if a potential remains for resources, a management strategy may be necessary. A management plan is prepared through conversations between the client and consultant, although interested parties may be invited to comment. Management plans vary from verbal agreements for monitoring, to written monitoring plans, to written treatment plans for artifacts, to Memoranda of Agreements describing an overall management solution. Plateau can prepare these plans or confer with our client when the management plan rises to the level of Government to Government consultation.

Construction monitoring is often necessary during large undertakings, and Plateau is well prepared for this type of work. Our field archaeologist is always equipped with the proper tools for data recovery (i.e. digital or film camera, screens, shovels, collection bags, etc.), and in most cases can provide digital reports to our client and interested parties if artifacts or features are found. Field protocol for safety, identification procedures, and contact and comments with the interested parties are always prepared prior to the construction excavations in an Inadvertent Discovery Plan (IDP). Upon completion of the task, a report of results is generated and will always include photos, the volume of excavations monitored, field procedures, the results, and site forms (if applicable). These reports are generally produced as a supplement to any survey report done prior to execution of the construction project, but may be included in the same report if the client and any interested parties are satisfied with the draft survey report and agree to this cost saving effort.

When site testing or data recovery efforts are necessary, Plateau is capable of completing the task. Permit applications will be prepared and submitted to the appropriate state agency. Once the permits are accepted and issued, Plateau will mobilize in a timely manner to complete the fieldwork. While site testing and data recovery are destructive and labor intensive, Plateau's experience allows the work to be completed in a professional manner. Often, this work results in the recovery of samples that need special analyses. Plateau is capable of artifact identification and lithic analysis, although these studies could also be sub-contracted if expedient and cost effective. In addition, selecting, preparing, and submitting samples for special studies and analyses—and management of the contract for the analyses—is routinely done by Plateau including faunal analysis, bone tool analysis, and lithic provenance studies.

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Statement of Qualifications

Plateau will provide the client with an email within five days of completing the fieldwork that includes preliminary findings regarding the project. A draft report will be generated, and a supplied to the client for review and comment. Within five days of receiving draft comments, Plateau will provide five bound copies and one PDF of the final report. Along with the final report, Plateau provides materials for submission to the appropriate state agency to make the report submission and concurrence process as simple as possible for the client.

Plateau Staff

Plateau currently has four full-time archaeologists—David Harder, Matthew Marino, Alexander New, and Adam Sackman—and two part-time staff members—Jeff Creighton and Justin Hopt. Mr. Marino serves as our GIS specialist, Mr. Hopt assists in fieldwork, and Mr. Creighton conducts historic and architectural review. In addition, Plateau employs field survey crew when projects warrant. All of our staff meet the Department of the Interior's guidelines (National Register, September 29, 1983 pp. 44716-44742) in their respective fields. A vitae or resume for each team member is provided.

David Harder, M.A., RPA is an archaeologist and the Principal Investigator for Plateau. He has over 20 years of professional experience conducting archaeological research in the Plateau, Great Basin, and Plains cultural regions. Mr. Harder's responsibilities include consultation with clients, research, fieldwork, and report preparation. He has undertaken consultation with interested Tribes on behalf of several clients. As a native to eastern Washington, he has a vested interest in Plateau's primary locus of work, and an ability to quickly build a rapport with landowners and the public. Project budgets are developed and monitored by David Harder, most often with the help of the Project Archaeologist. Once a budget is developed and the agreement is executed, the Project Archaeologist is responsible for maintaining budgetary constraints, and insuring that the field and travel expenses are kept within the anticipated costs.

Matthew Marino, M.A., RPA is a Project Archaeologist and the GIS Specialist at Plateau. He earned a B.A. from the University of Florida with honors, and an M.A. in anthropology from Washington State University. His thesis concerned the zooarchaeology of dogs in Coastal British Columbia. Matt has extensive archaeological experience in the Southeast, the Northwest Coast, eastern Washington, north Idaho, Oregon, and British Columbia. He is a trained faunal analyst, but has studied Southwestern ceramic analysis and geoarchaeology on the Plateau. Matt's responsibilities include the preparation of comprehensive records and literature reviews, fieldwork (including survey, probing, excavation, and monitoring), report preparation and editing, and verification that project performance protocol are followed and completed. In addition he is responsible for Plateau's in-house GIS database and the company's GIS protocols and procedures.

Alexander New, M.A., RPA joined Plateau in 2016 as a Project Archaeologist. Alexander received his B.A. in History and M.A. in Anthropology, emphasizing in Historical Archaeology, from the

PLATEAU ARCHAEOLOGICAL INVESTIGATIONS, LLC

Statement of Qualifications

University of Idaho. His thesis focused on the early contact period where each group acculturated or assimilated in an area surrounding what is now Idaho's oldest extant building. The research included cultural materials from the prehistoric, protohistoric, and historic periods. In addition to academic pursuits, Alexander has over 11 years of professional experience in Oregon, Washington, Idaho, Montana, Utah, Colorado, and Wyoming. During that time, he worked extensively with federal agencies, private companies, and Native American tribes.

Adam Sackman, M.A., RPA, began working with Plateau as a Field Archaeologist in the summer of 2015. He received his M.A. in Medieval Archaeology from the University of York, UK, in 2014 following the completion of his B.A. in Anthropology at Washington State University in 2012. His range of studies while in school was quite broad, having the opportunity to study zooarchaeology on the Northwest Coast of North America, the spread of contact period diseases in the Columbia Plateau, and the dissemination of religious beliefs in medieval England. Since beginning his work with Plateau in 2015, Adam has since enjoyed participating in numerous projects within the Columbia Plateau.

Jeff Creighton is a consulting Historian with Plateau. His former position at the Washington State Archives, Eastern Region, in Cheney provides knowledge and access to esoteric historic records. He has over 18 years experience performing historic research in Washington, Idaho, California, and Nevada and has published books and journals in the fields of Native American history and western history topics. Mr. Creighton has produced three major HAERs for the Avista facilities and has created historical contexts and architectural histories for multiple clients.

Justin Hopt, M.A., is a Field Archaeologist for Plateau. He joined the team during the 2015 field season. Justin graduated summa cum laude from Oregon State University in 2012 with a degree in Anthropology. He moved to eastern Washington in fall 2012 to attend Washington State University, where he graduated with a Master's degree in Anthropology in 2015. His thesis examines temporal change in subsistence patterns from a single shell midden, relating how data from this midden does not support long-standing views on the interconnection of subsistence practices and social complexity within the Northwest Coast culture area. Justin has considerable archaeological experience in both the Northwest Coast culture region as well as on the Plateau culture region. This includes research and contract experience in Washington, Oregon, Idaho, Alaska, and British Columbia. Justin is a trained faunal analyst with additional training in lithics, archaeological statistics, and geoarchaeology.

References

Robin Bekkedahl
Avista Utilities, Cultural and Environmental Permit Coordinator
robin.bekkedahl@avistacorp.com
(509) 495-8657

PLATEAU ARCHAEOLOGICAL INVESTIGATIONS, LLC
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Nathan Hutchens
Varela & Associates, Engineer
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(509) 328-6066

Kelly Curalli
Spokane County Department of Public Works, Environmental Permits Coordinator
Kcuralli@spokanecounty.org
(509) 477-7440

Dave Allen
SCJ Alliance
davea@scjalliance.com
(509) 886-3265

Patrick Rahilly
Palouse Conservation District Agricultural Resources Coordinator
(509) 332-4101 ext. 103
patrickr@palousecd.org

**Plateau Archaeological Investigations
List of Contracts 2014-2016**

Contract Number	Project Name	Beginning Date	Report Date	Contact	Phone	Fax	E-mail
Asotin County Conservation District Contract							
n/a	Odom Water Development	8/25/2014	September 2014	Casey Scott	509-758-8012 Ext. 111		caseyaccd@cableone.net
n/a	Holzmueller Pipeline	10/27/2014	November 2014	Casey Scott	509-758-8012 Ext. 111		caseyaccd@cableone.net
n/a	Botts Riparian Fence	2/2/2015	March 2015	Casey Scott	509-758-8012 Ext. 111		caseyaccd@cableone.net
n/a	Charley Creek Plantings	2/9/2015	March 2015	Casey Scott	509-758-8012 Ext. 111		caseyaccd@cableone.net
n/a	T.Hendrickson Spring Dvpt	3/20/2015	May 2015	Casey Scott	509-758-8012 Ext. 111		caseyaccd@cableone.net
n/a	P.Hendrickson Spring Dvpt	3/20/2015	October 2015	Casey Scott	509-758-8012 Ext. 111		caseyaccd@cableone.net
n/a	Holzmueller Addendum	3/17/2015	September 2015	Casey Scott	509-758-8012 Ext. 111		caseyaccd@cableone.net
n/a	Boggan Water Development	4/30/2015	June 2015	Casey Scott	509-758-8012 Ext. 111		caseyaccd@cableone.net
n/a	Halsey Conservation Project	7/13/2016	August 2016	Casey Scott	509-758-8012 Ext. 111		caseyaccd@cableone.net
Avista Contracts							
R-37801	Chelan-Stratford Survey	9/25/2014	October 2014	Robin Bekkedahl	509-495-8657	509-495-4852	Robin.Bekkedahl@avistacorp.com
R-37801	Laurier to Hughes Project Area Survey	10/7/2014	November 2014	Robin Bekkedahl	509-495-8657	509-495-4852	Robin.Bekkedahl@avistacorp.com
R-37801	Devil's Gap-Stratford Trans. Line Survey	4/2/2015	June 2015	Robin Bekkedahl	509-495-8657	509-495-4852	Robin.Bekkedahl@avistacorp.com
R-37801	Rantz Tap Line Monitoring	5/22/2015	July 2015	Robin Bekkedahl	509-495-8657	509-495-4852	Robin.Bekkedahl@avistacorp.com
R-37801	Red Ives Creek Survey	6/4/2015	November 2015	Tim Vore	509-495-8612	509-495-4852	tim.vore@avistacorp.com
R-37801	Beacon-Boulder Prelim. Survey	2/24/2016	May 2016	Michelle Anderson	509-495-2559	509-495-4852	Michelle.Anderson@avistacorp.com
Bonneville Power Administration Contract							
72574	Olympia Grand Coulee Survey	4/21/2016	July 2016	Melissa Teoh	503-230-4982	n/a	mlteoh@bpa.gov
Spokane County Contracts							
P5755-001 #18	Old Trails-Inland Rd Monitoring	4/29/2015	August 2015	Kelly Curalli	(509) 477-7440	509-447-7478	KCuralli@spokanecounty.org
E2015-1/P9485	Ritchey Road Bridge	10/26/2015	December 2015	Kelly Curalli	(509) 477-7440	509-447-7478	KCuralli@spokanecounty.org
E2015-1/P9485	Glenrose Camaham Improvements	1/27/2016	March 2016	Kelly Curalli	(509) 477-7440	509-447-7478	KCuralli@spokanecounty.org
E2015-1/P9485	Market Street Marketing	3/7/2016	June 2016	Kelly Curalli	(509) 477-7440	509-447-7478	KCuralli@spokanecounty.org
City of Spokane Valley Contract							
15-107	Mission Avenue Improvements Survey	9/30/2015	February 2016	Craig Aldworth	509-720-5001	n/a	caldworth@spokanevalley.org
Walla Walla County Contract							
2014-1	Mill Creek Road	2/4/2014	February 2014	Misty Jones	509-524-2710	509-524-2738	mijones@wallawallacountyroads.com
2014-1	Mill Creek Road Addendum	7/22/2014	August 2014	Misty Jones	509-524-2710	509-524-2738	mijones@wallawallacountyroads.com
2014-1	Bussell Road Realignment	8/27/2014	January 2015	Misty Jones	509-524-2710	509-524-2738	mijones@wallawallacountyroads.com
2014-1	Mill Creek Mitigation	10/22/2014	November 2014	Misty Jones	509-524-2710	509-524-2738	mijones@wallawallacountyroads.com
2014-1	Mill Creek Road Reconstruction	9/10/2015	November 2015	Misty Jones	509-524-2710	509-524-2738	mijones@wallawallacountyroads.com
2014-1	Foster Road Improvements	9/15/2015	October 2015	Misty Jones	509-524-2710	509-524-2738	mijones@wallawallacountyroads.com
2014-1	Blue Creek Bridge	11/19/2015	February 2016	Misty Jones	509-524-2710	509-524-2738	mijones@wallawallacountyroads.com



As Principal Investigator for Plateau, responsibilities include consultation with clients and interested parties, research, fieldwork, and report preparation. As a native to eastern Washington, he has a vested interest in Plateau's primary locus of work, and an ability to quickly build a rapport with landowners and the public.

David was raised in rural eastern Washington. An early exposure to archaeology and a familiarity with land use issues instilled a curiosity regarding prehistoric peoples and their subsistence. This led to undergraduate studies of archaeology and a Master of Arts degree in Anthropology; specializing in archaeology. His 20 year careers as an archaeologist has focused on the Plateau Cultural groups and Euro-American exploration and settlement, allowing him to follow his chosen vocation while using his multi-faceted knowledge of the region.

Education

1990 B.A., Anthropology, Washington State University
1998 M.A., Anthropology, Washington State University
Thesis title; *A Synthetic Overview of the Tucannon Phase in the Lower Snake River Region of Washington and Idaho*

P.O. Box 714
Pullman, WA 99163
(509) 332-3830 VOICE/FAX

David Harder, M.A., RPA **Principal Investigator**

Relevant Cultural Resource Project Experience

Old Highway 97 Reconstruction Project: Brewster City Limits to Driskel Road, and Chiliwist Road to Mallot segments, Okanogan County
Curlew Wastewater Treatment Plant Probe Project, Okanogan County
Pangborn Airport Industrial Park Phase II Project, East Wenatchee, Douglass County
Archaeological Monitoring and Discovery During Mechanical Excavations at the Omak Arena Project, Okanogan County
Site Testing, and Monitoring for the Omak Eastside Park, Water System Improvement Project, Okanogan County
Archaeological Probing for the ZeaChem Biorefinery Development, Morrow County, Oregon
Walla Walla - Tucannon River No. 1 Transmission Line Rebuild, Walla Walla and Columbia Counties
Cultural Resource Survey for the Palouse Wind Project, Whitman County
North Fork Clearwater River Bull Trout Habitat Restoration Project, Clearwater County, Idaho
Cultural Resources Survey for the Dayton 115 KV Transmission Line Project, Columbia County, Washington
The Dalles Municipal Airport Access Road Project Cultural Resource Survey, Klickitat County
An Evaluation of Three Campground Kitchens on the Umatilla National Forest, Columbia County, and Umatilla County, Oregon
Odessa Municipal Airport Improvements and Land Acquisition Cultural Resource Survey
Antelope Lake Site Improvements Project Cultural Resource Survey, Bonner County, Idaho
Touchet River Large Woody Debris Installation in Walla Walla County

Professional Memberships

Register of Professional Archaeologists (RPA)
Society for American Archaeology (SAA)
Society for Historical Archaeology (SHA)
Association of Washington Archaeologists
Idaho Professional Archaeological Council
Association of Oregon Archaeologists



Matt began working with Plateau Archaeological Investigations in the summer of 2014. He received his B.A. from the University of Florida in 2012, and completed his M.A. at Washington State University in 2015.

Matt has extensive field experience in the Southeast, Inland Northwest, and Northwest Coast. His interests include faunal analysis, human and animal relationships, and complex hunter-gatherers. He also has technical experience in ceramic analysis, geoarchaeology, paleontology, GIS (multiple platforms), and statistical analysis (STATA).

Education

2012 B.A., Anthropology, High Honors, University of Florida.

2015 M.A., Anthropology, Washington State University
Thesis; A Relational Perspective on Dogs and their Burials from DgRv-006, Coastal Southwestern British Columbia.

Matthew Marino, M.A., RPA **Project Archaeologist/GIS Specialist**

Relevant Cultural Resource Project Experience

Mansfield Pond Bifurcation Project, Grant County
Artesian and Black Lakes Rehydration Feasibility Study, Grant County

Hawk Creek Road Project, Lincoln County

City Reservoir Replacement Project, Grant County

Worden Substation and Worden 115kV Transmission Line Project, Walla Walla County

3rd and King Street Improvement Project, Klickitat County

Miles Creston Bridge Replacement Project, Lincoln County

Red Ives Creek Restoration Project, Shoshone County

White Bird Wastewater Collection System, Idaho County

Foster Creek Avenue Sidewalk Project, Okanogan County

Pateros Water Reservoir Project, Okanogan County

Elmer City Sidewalk Project, Okanogan County

Curlew Kai Water System Reservoir Construction Project, Ferry County

Stratford Road Realignment Project, Grant County

Riverside Park Revitalization Project, Chelan County

Orogrande Bull Trout Habitat Restoration Project, Clearwater County

Vintage Valley Plat Feasibility Study, Yakima County

North Baker Avenue Reconstruction Project, Douglas County

North Baker Avenue Reconstruction Project, Douglas County

Garfield Road Reconstruction Project, Spokane County

Highline Drive Reconstruction Project, Douglas County

Professional Memberships

Association for Washington Archaeology

Register of Professional Archaeologists

Society for American Archaeology



Alexander was raised in rural North Idaho, developing an early interest in local history and wilderness ecology. After settling on a history major with an interest in archaeology, he attained a Master of Arts degree in Anthropology; specializing in historical archaeology. His 11 years of experience as a professional archaeologist has included the Plateau, Great Basin, Plains, and Southwest cultural groups in addition to Euro-American exploration and settlement in those regions. This varied approach to western archaeology includes specialized knowledge of both prehistoric and historic components as well as above ground architectural resources of the built environment.

As a Project Archaeologist, his responsibilities include project management, communication with clients, research, fieldwork, site investigation, monitoring, and report preparation.

Education

2007 B.A., History, University of Idaho

2013 M.A., Anthropology, University of Idaho

Thesis title; *Cooperation in the Wilds of the Idaho Territory: Interaction between the Jesuits and Coeur d'Alene Indians at the Cataldo Mission, 1848-1878*

Professional Memberships

Register of Professional Archaeologists (RPA)

Society for Historical Archaeology (SHA)

Rose Lake Historical Society (20 years)

P.O. Box 714

Pullman, WA 99163

(509) 332-3830 VOICE/FAX

Alexander New, M.A., RPA **Project Archaeologist**

Relevant Cultural Resource Project Experience

Douglas Northstar ESR Inventory, Wenatchee District BLM

Second Surrender Section 110 Inventory, Klamath Falls District BLM

Sage Grouse Juniper Removal, Prineville District BLM
 Richland, Oregon Wastewater System Improvement Monitor, Anderson Perry & Associates

Soda Fire ESR Inventory, Boise District BLM

Republic Forest Health Plan, Spokane District BLM

Halfway, Oregon Wastewater System Improvement Testing and Mitigation, Anderson Perry & Associates

Going-to-the-Sun Road Staging Area at the St. Mary Ball Field, Glacier National Park and Federal Highways Administration

Cline Buttes Hazardous Fuels, Prineville District BLM
 Jarbidge Foothills Section 110 Cultural Resources Inventory, Twin Falls BLM

Documentation of Four Great Northern Railroad Swiss-Chalets, Glacier National Park

Oregon Trail Electric Cooperatives Underground Power Installation Monitoring, Burns-Paiute Tribe
 Ice Patch Archaeology and Paleocology in Glacier National Park

Assessment of LCS (List of Classified Structures) properties in Glacier National Park

Round Prairie Prescribed Burn, Glacier National Park
 Inventory of Fidelity Exploration's Proposed Lion Mesa 2D Seismic, Fidelity Exploration

Inventory of Questar Pipeline Company's JL 47 Loop Expansion. Natural Resource Group and Federal Energy Regulatory Commission

Selected Professional Presentations

Ice Patch Archaeology of Glacier National Park. The Glacier Institute's Teacher Workshop, West Glacier, Montana, 2014

A Balance of Power: The Marketing of Cataldo. Northwest Anthropological Association Conference, Victoria, British Columbia, 2008

Looking Through the Mission: The Sacred Heart of the Silver Valley. Society for Historical Archaeology Conference, Williamsburg, Virginia, 2007



Adam began working with Plateau Archaeological Investigations in the summer of 2015. He received his M.A. in Medieval Archaeology from the University of York, UK, in 2014 following the completion of his B.A. in Anthropology at Washington State University in 2012. His range of studies while in school was quite broad, having the opportunity to study zooarchaeology on the Northwest Coast of North American, the spread of contact period diseases in the Columbia Plateau, and the dissemination of religious beliefs in medieval England. Adam has enjoyed participating in numerous projects within the region since beginning his work with Plateau.

Education

2014 M.A., Medieval Archaeology, University of York
Thesis title; *Changing Religious Identities in the Late Medieval Period*
2012 B.A., Anthropology, Washington State University

Adam J. Sackman, M.A. **Archaeologist**

Relevant Cultural Resource Project Experience

Zayo Fiberoptic Project, eastern Washington and Oregon Cultural Resource Survey
Market Street Reconstruction Project, Spokane County, Washington
City of Goldendale Flood Plain Sewer Collection System Improvement Project, Klickitat County, Washington
Addendum to Hawke Creek Road Improvements Project Cultural Resource Survey, Lincoln County, Washington
Petersburg Nordic Drive Refurbishment: Haugen Drive to Ferry Terminal, Petersburg Alaska

Professional Presentations

Radiocarbon dating and long-term economics at an ancient Coast Salish village in coastal southwestern British Columbia, Northwest Anthropology Conference, Eugene, Oregon (2015)



Jeff has over 18 years experience performing historic research in Washington, Idaho, California, and Nevada and has published books and journals in the fields of Native American history and western history topics. He has produced three major HAERs for the Avista facilities and has created historical contexts and architectural histories for multiple clients. Jeff's former position at the Washington State Archives, Eastern Region, in Cheney provides an understanding of esoteric historic records that are available and how to best find the necessary data.

Jeff's primary contribution is to conduct archival research, architectural review, and to prepare historical reviews and descriptions.

Education

Eastern Washington University, Cheney, WA. BA, MA 1985-90, American History.

Emphasis: American West, Contemporary History, and Native American Studies.

Awards: History Dept. Honors Award, 1989, Graduated Cum Laude

John J. Creighton, M.A. Historian

Relevant Cultural Resource Project Experience

Cultural Resource Survey for the Palouse Wind Project, Whitman County. Report prepared for First Wind.

Cultural Resource Evaluation of Splash Dam 2 and Splash Dam 3 on Marble Creek, Shoshone County, Idaho. Report prepared for Avista Utilities.

Pangborn Memorial Airport Runway 12/30 Extension Project, East Wenatchee. Report prepared for USKH.

Replacement of the Old I-90 Bridge (County Bridge #5515 on Appleway), Spokane County. Report prepared for the Spokane County Department of Public Works.

Oak Flat Riparian Project, Seymour Property Acquisition, Yakima County. Report prepared for Washington Department of Fish and Wildlife.

Replacement of the Chattaroy Road Bridge (County Bridge #3804), Spokane County. Report prepared for the Spokane County Department of Public Works.

Mill Creek Road Reconstruction Project, CRP 14-01, Walla Walla County. Report prepared for the Walla Walla County Department of Public Works.

Red Ives Creek Restoration Project Cultural Resource Survey, Shoshone County, Idaho. Report prepared for Avista Utilities.

Ritchey Road Bridge (County Bridge #0503) Replacement Project, Spokane County. Report prepared for the Spokane County Department of Public Works.

Books and Journals

Columbia Magazine.

Pacific Northwest Forum: Journal of Northwest History.

Wacaza Sa: Journal of Native American Cultural History.

Combines and Harvesters: A Photographic History (MBI Publishing, 1996).

Logging: A History (MBI Publishing, 1997).

Ford Tractor Data Book: A Collector's Guide (MBI Publishing, 1997).

Indian Summers: Washington State College and the Nespelem Art Colony 1937-41 (Washington State University Press, August 2000).



Justin graduated summa cum laude with a B.A. in Anthropology from Oregon State University in 2012. He completed his Master's degree program at Washington State University in 2015. He has considerable archaeological experience in both the Northwest Coast and Plateau culture regions. This includes research and contract experience in Washington, Oregon, Idaho, Alaska, and British Columbia.

Justin is a trained field archaeologist and faunal analyst with additional training in lithics, archaeological statistics, and geoarchaeology.

Education

2012 B.A., Oregon State University

2015 M.A., Washington State University

Thesis title; *Fish and Complexity: Faunal Analysis at the Shell Midden Component of Site DgRv-006, Galiano Island, B.C.*

Justin R. Hopt, M.A.
Archaeologist

Relevant Cultural Resource Project Experience

Bridge Creek Pipeline Monitoring, Deschutes National Forest, Deschutes County, Oregon

Cultural Resources Survey, Davenport Airport Improvement, Davenport, Washington

Culture Resources Survey, Hendrickson Spring Development, Asotin County, Washington

White Bird Tower Cultural Resource Survey, Idaho County, Idaho

Cultural Resources Survey, Mill Creek Road, Walla Walla County, Washington

Philleo Lake Construction Monitoring, Spokane County, Washington

Cle Elum Airport Culture Resource Survey, Cle Elum, Kittitas County, Washington

Okanogan 5th Ave Culture Resource Survey, Okanogan, Okanogan County, Washington

Schmuck Park Culture Resource Survey, Colfax, Whitman County, Washington

Mission Ave Culture Resource Survey, Spokane Valley, Spokane County, Washington

Zayo Site Probe and Testing, Kittitas County, Washington

Cashmere Riverside Park Culture Resource Survey, Cashmere, Chelan County, Washington

Blue Creek Bridge Culture Resource Survey, Walla Walla County, Washington

Pateros Reservoir Culture Resource Survey, Pateros, Okanogan County, Washington

Trestle Creek Culture Resource Survey, Bonner County, Idaho

Professional Memberships

Society for American Archaeology (SAA)

Association of Washington Archaeologists (AWA)



ARCHAEPL01

LTURMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/14/2016

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 Hub International Northwest LLC P.O. Box 717 Pullman, WA 99163	CONTACT NAME: Lenore Turman PHONE (A/C, No, Ext): (509) 863-0371 E-MAIL ADDRESS: lenore.turman@hubinternational.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20443
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COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	5094448613	08/24/2016	08/24/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employers Liab \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	5094380314	08/24/2016	08/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab		EEH591871292	02/21/2016	02/21/2018	Ded \$2000 / Limit 1,000,000

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

Certificate holder is included as additional insured. Notice of cancellation/material change is provided per attached forms.

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.

**CHANGES – NOTICE OF CANCELLATION
OR MATERIAL COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

SCHEDULE

Name of Designated Entity:

Address/Contact Information of Designated Entity:

*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following conditions are added:

1. If the policy is cancelled or not renewed, we will give written notice of such cancellation or nonrenewal to the Designated Entity shown in the Schedule above, or in the Declarations. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity will state the effective date of cancellation or nonrenewal. However, such notice of cancellation or nonrenewal is solely for the purpose of informing the Designated Entity of the effective date of cancellation or nonrenewal and does not grant, alter, or extend any rights or obligations under this policy.
2. If we cancel or elect not to renew the policy for any reason other than nonpayment of premium, we will give written notice to the Designated Entity shown in the Schedule above, or in the Declarations at the same time notice is given to the first Named Insured.
3. If we cancel or elect not to renew this policy for nonpayment of premium, we will give written notice to the Designated Entity shown in the Schedule above, or in the Declarations. Such notice may be provided before or after the effective date of cancellation or nonrenewal.
4. Failure to give notice in accordance with the terms of this endorsement does not:
 - a. Alter the effective date of policy cancellation, nonrenewal or expiration;
 - b. Render such cancellation or nonrenewal ineffective;
 - c. Grant, alter, or extend any rights or obligations under this policy; or
 - d. Extend the insurance beyond the effective date of cancellation or policy expiration, whichever comes first.

20020001350944486139386



3. If we pay a claim pursuant to Paragraph 2. above, our payment to the insured is limited to that insured's insurable interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

B. The following is added to F.9. Transfer Of Rights Of Recovery Against Others To Us Commercial Property Condition:

- c. If we pay an insured, who is a victim of "domestic abuse," for a loss caused by an act of "domestic abuse," the rights of that insured to recover damages from the perpetrator of the abuse are transferred to us to the extent of our payment. That insured may not waive such rights to recover against the perpetrator of the "domestic abuse."

As used in this endorsement, "domestic abuse" means:

1. Physical harm, bodily injury, assault or the infliction of fear of imminent physical harm, bodily injury or assault between family or household members;
2. Sexual assault of one family or house-hold member by another;
3. Stalking, as defined in RCW 9A.46.110 of one family or household member by another family or house-hold member; or
4. Intentionally, knowingly or recklessly causing damage to property so as to intimidate or attempt to control the behavior of another family or household member.

C. The Businessowners General Liability Coverage Form is amended as follows:

1. Paragraph **B.1.e. Employer's Liability** Exclusion applies only to "bodily injury" to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Paragraph **B.1.e. Employer's Liability** is replaced by the following:

e. Employer's Liability

- (1) "Bodily injury" to an "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business.

- (2) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

2. Paragraph **C.2.a.(1) Who Is An Insured** applies only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Paragraph **C.2.a.(1)** is replaced by the following:

- (1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a); or

D. The Businessowners Common Policy Conditions are amended as follows:

1. Paragraph **A. Cancellation** is replaced by the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:



- a. Written notice by mail, fax or e-mail;
- b. Surrender of the policy or binder; or
- c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

- a. The date on which notice is received or the policy or binder is surrendered; or
 - b. The date of cancellation requested by the first Named Insured.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least:
- a. 5 days before the effective date of cancellation for any structure where 2 or more of the following conditions exist:
 - (1) Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days unless the structure is maintained for seasonal occupancy or is under construction or repair;
 - (2) Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
 - (3) Because of its physical condition, the structure is in danger of collapse;
 - (4) Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
 - (5) Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
 - (6) Without reasonable explanation, heat, water, sewer, and electricity are not furnished for the structure for 60 consecutive days; or
 - (7) The structure is not maintained in substantial compliance with fire, safety and building codes.
 - b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - c. 45 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice stating the actual reason for cancellation to the first Named Insured and the first Named Insured's agent or broker at their last mailing addresses known to us.
4. We will also mail or deliver to any mortgageholder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph **A.2.a.** above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph **A.2.a.** above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund. The cancellation will be effective even if we have not made or offered a refund.
7. If notice is mailed, proof of mailing will be sufficient proof of notice.
2. Paragraph **E. Inspections And Surveys** is replaced by the following:
- E. Inspection And Surveys**
- 1. We have the right to:
 - a. Make inspections and surveys at any time;

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

10/31/2016

<u>Date Rec'd</u>	10/18/2016
<u>Clerk's File #</u>	PRO 2016-0036
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2015154
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370 - LOW BID AWARD - T. LARIVIERE EQUIPMENT & EXCAVATING, INC.		

Agenda Wording

Low Bid of T. LaRiviere Equipment & Excavating, Inc. (Athol, ID) for Pacific and Perry Stormwater Facility - \$835,819.50. An administrative reserve of \$83,581.95, which is 10% of the contract price, will be set aside.

Summary (Background)

On October 17, 2016 bids were opened for the above project. The low bid was from T. LaRiviere Equipment & Excavating, Inc. in the amount of \$835,819.50, which is \$154,460.25 or 15.6% under the Engineer's Estimate; seven other bids were received as follows: Halme Construction, Inc. - \$844,775.25; Zetin Contractors, LLC - \$844,918.69; N & N Excavation, LLC - \$867,056.66; Red Diamond Construction, Inc. - \$900,886.50; L & L Cargile, Inc. - \$952,498.00; Sandry Construction Company, Inc. -

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 919,401.45	#	4340 43354 94000 56501 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u>	Public Works 10/10/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Engineering Admin	
<u>For the Mayor</u>	CODDINGTON, BRIAN	kkeck@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		kschmitt@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

(East Central Neighborhood Council)

Summary (Background)

\$1,031,620.25; and William Winkler Company - \$1,042,065.84.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
October 10, 2016

Subject:

Pacific & Perry Stormwater Facility

Background:

The proposed project will allow diversion of area stormwater from the combined sewer system into the stormwater treatment/infiltration swales which are proposed for construction on the city owned property bounded by Pacific Avenue, Perry Street, 2nd Avenue and the Hamilton Street bridge embankment – see first attached exhibit. This project is part of the overall CSO program which has the purpose of substantially reducing the frequency of combined sewer discharges to the Spokane River in accordance with state regulations.

The proposed project will eliminate the need to construct a separate CSO tank. A subsequent project, to be designed/constructed in 2017, will include piping revisions as necessary to divert stormwater from the combined system to the proposed Pacific & Perry facility.

The proposed swales will have relatively shallow side slopes and will not be fenced. Modest low maintenance landscaping will be included – see second attached exhibit.

Public Impact:

Construction is outside the existing street system and so area residents will not be impacted. Excavation work is planned later this fall. Landscaping is planned in the spring.

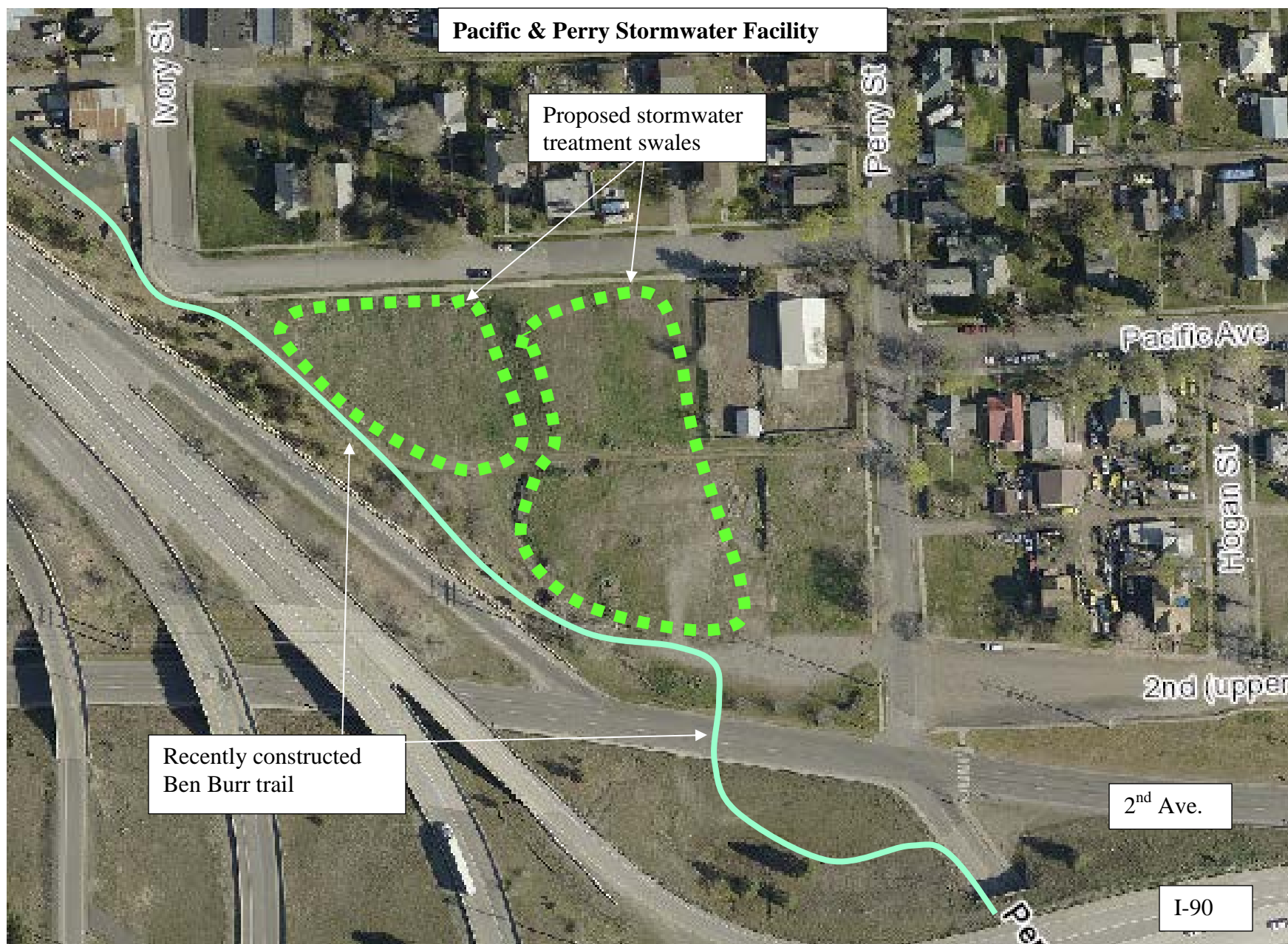
This project was presented at the East Central neighborhood meeting in September.

Action:

This background information is provided for council consideration. Because of the need to do the excavation portion of this project yet this fall, we plan to put this project on council advanced agenda the same day as bid opening, October 17, 2016.

Funding

This project will be paid with sewer department funds.



Pacific & Perry Stormwater Facility

Proposed stormwater
treatment swales

Recently constructed
Ben Burr trail

Pacific Ave

Hogan St

2nd (upper)

2nd Ave.

I-90

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

Project Number: 2015154

Project Description Pacific and Perry Stormwater Facility

Original Date 9/29/2016 9:58:09 AM

Funding Source Local

Update Date 10/17/2016 2:45:43 PM

Preparer Jonathan Adams

Addendum Addendum 1

Project Number: 2015154			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		Halme Construction Inc		Zetin Contractors, LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Stormwater Swales

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	1,100.00	*****	500.00	*****	1,500.00
103	POTHOLING	6 EA	400.00	2,400.00	220.00	1,320.00	350.00	2,100.00	500.00	3,000.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	500.00	2,000.00	360.00	1,440.00	170.00	680.00	500.00	2,000.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	1,575.00	*****	570.00	*****	3,000.00
106	MOBILIZATION	1 LS	*****	48,000.00	*****	28,866.00	*****	84,000.00	*****	0.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	5,000.00	*****	3,250.00	*****	1,500.00	*****	5,000.00
108	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	3,000.00	*****	2,000.00	*****	5,000.00
109	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	10,000.00	*****	1,000.00	*****	5,000.00
110	REMOVE EXISTING CURB	16 LF	10.00	160.00	30.00	480.00	2.00	32.00	36.00	576.00
111	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	25 SY	14.00	350.00	18.00	450.00	4.00	100.00	28.00	700.00
112	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	4 EA	500.00	2,000.00	260.00	1,040.00	180.00	720.00	365.00	1,460.00
113	REMOVE EXISTING <12 IN. DIAMETER PIPE	275 LF	10.00	2,750.00	12.00	3,300.00	5.00	1,375.00	14.50	3,987.50
114	SAWCUTTING CURB	2 EA	30.00	60.00	24.00	48.00	23.00	46.00	250.00	500.00

Project Number: 2015154			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		Halme Construction Inc		Zetin Contractors, LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 Stormwater Swales					Sales tax shall be included in unit prices					
115	SAWCUTTING RIGID PAVEMENT	100 LFI	2.00	200.00	0.95	95.00	0.60	60.00	2.50	250.00
116	ROADWAY EXCAVATION INCL. HAUL - SWALE AREA	17440 CY	9.00	156,960.00	14.50	252,880.00	7.00	122,080.00	12.10	211,024.00
117	REMOVE UNSUITABLE FOUNDATION MATERIAL	4440 CY	12.00	53,280.00	14.50	64,380.00	10.00	44,400.00	12.10	53,724.00
118	SPECIAL / INDUSTRIAL WASTE	10 TO	1,000.00	10,000.00	55.00	550.00	45.00	450.00	98.00	980.00
119	HAZARDOUS MATERIAL	30 TO	400.00	12,000.00	400.00	12,000.00	375.00	11,250.00	115.00	3,450.00
120	DISPOSAL OF INERT DEBRIS INCL. HAUL	23000 TO	11.00	253,000.00	5.00	115,000.00	10.70	246,100.00	8.25	189,750.00
121	HEALTH & SAFETY PLAN	1 LS	*****	20,000.00	*****	8,100.00	*****	500.00	*****	6,000.00
122	COMMON BORROW INCL. HAUL	4540 CY	18.00	81,720.00	11.00	49,940.00	11.50	52,210.00	9.50	43,130.00
123	PREPARATION OF UNTREATED ROADWAY	945 SY	1.75	1,653.75	1.90	1,795.50	2.00	1,890.00	1.80	1,701.00
124	CRUSHED SURFACING TOP COURSE	69 CY	30.00	2,070.00	34.00	2,346.00	46.00	3,174.00	42.00	2,898.00
125	CRUSHED SURFACING BASE COURSE	94 CY	35.00	3,290.00	33.00	3,102.00	32.00	3,008.00	42.00	3,948.00
126	CSTC FOR SIDEWALK AND DRIVEWAYS	13 CY	45.00	585.00	77.00	1,001.00	140.00	1,820.00	65.00	845.00
127	2IN-4IN BASALT BALLAST	50 SY	14.00	700.00	70.00	3,500.00	38.00	1,900.00	15.00	750.00
128	CONCRETE HEADWALL	2 EA	2,500.00	5,000.00	1,050.00	2,100.00	2,500.00	5,000.00	2,645.00	5,290.00
129	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	10 LF	50.00	500.00	70.00	700.00	95.00	950.00	108.90	1,089.00
130	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	29 LF	55.00	1,595.00	87.00	2,523.00	67.00	1,943.00	74.03	2,146.87
131	DUCTILE IRON STORM SEWER PIPE 30 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	63 LF	65.00	4,095.00	280.00	17,640.00	195.00	12,285.00	265.42	16,721.46

<i>Project Number:</i> 2015154			<i>Engineer's Estimate</i>		T LaRiviere Equipment & Excavation Inc		Halme Construction Inc		Zetin Contractors, LLC	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Stormwater Swales					Sales tax shall be included in unit prices					
132	MANHOLE TYPE I-48, BASIC PRICE	1 EA	2,500.00	2,500.00	5,400.00	5,400.00	3,500.00	3,500.00	3,949.00	3,949.00
133	MANHOLE TYPE 60, DOGHOUSE	1 EA	10,000.00	10,000.00	4,400.00	4,400.00	5,000.00	5,000.00	5,719.00	5,719.00
134	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	9 VF	150.00	1,350.00	43.00	387.00	66.00	594.00	82.44	741.96
135	DRYWELL TYPE 2	3 EA	3,000.00	9,000.00	4,000.00	12,000.00	3,800.00	11,400.00	4,365.97	13,097.91
136	CATCH BASIN TYPE 1	2 EA	2,000.00	4,000.00	1,950.00	3,900.00	3,000.00	6,000.00	2,786.50	5,573.00
137	CONNECT 30 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	500.00	500.00	650.00	650.00	1,500.00	1,500.00	2,972.00	2,972.00
138	EXTERIOR DROP CONNECTION 8 IN. DIAM	1 EA	5,000.00	5,000.00	1,600.00	1,600.00	2,900.00	2,900.00	3,083.70	3,083.70
139	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	500.00	1,500.00	210.00	630.00	94.00	282.00	206.67	620.01
140	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	20.00	400.00	19.00	380.00	14.00	280.00	19.50	390.00
141	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	20.00	400.00	16.00	320.00	10.50	210.00	42.00	840.00
142	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	550.00	*****	500.00	*****	500.00
143	RECONNECT SIDE SEWER	1 EA	500.00	500.00	500.00	500.00	475.00	475.00	781.20	781.20
144	PLUGGING EXISTING PIPE	5 EA	200.00	1,000.00	220.00	1,100.00	200.00	1,000.00	43.20	216.00
145	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	500.00	*****	500.00	*****	1.00	*****	5,000.00
146	CLEANING EXISTING SANITARY SEWERS	3 EA	500.00	1,500.00	320.00	960.00	300.00	900.00	380.00	1,140.00
147	TRENCH EXCAVATION FOR WATER SERVICE TAP	14 LF	30.00	420.00	77.00	1,078.00	25.00	350.00	102.11	1,429.54
148	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	214 LF	40.00	8,560.00	66.00	14,124.00	77.00	16,478.00	33.41	7,149.74
149	ESC LEAD	1 LS	*****	1,000.00	*****	1,600.00	*****	500.00	*****	1,000.00

Project Number: 2015154			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		Halme Construction Inc		Zetin Contractors, LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 Stormwater Swales					Sales tax shall be included in unit prices					
150	INLET PROTECTION	2 EA	90.00	180.00	135.00	270.00	60.00	120.00	150.00	300.00
151	STABILIZED CONSTRUCTION ENTRANCE	200 SY	40.00	8,000.00	12.00	2,400.00	24.00	4,800.00	12.00	2,400.00
152	TOPSOIL TYPE A, 2 INCH THICK	1375 SY	2.00	2,750.00	4.00	5,500.00	3.25	4,468.75	2.05	2,818.75
153	TOPSOIL TYPE A, 4 INCH THICK	3650 SY	4.00	14,600.00	6.00	21,900.00	4.75	17,337.50	4.05	14,782.50
154	WEED SPRAYING AND CONTROL	2 EA	2,000.00	4,000.00	1,260.00	2,520.00	1,000.00	2,000.00	850.00	1,700.00
155	FINE BARK MULCH	10 CY	75.00	750.00	37.00	370.00	39.00	390.00	75.00	750.00
156	AGGREGATE TOP DRESSING 4 INCH THICK	75 CY	135.00	10,125.00	59.00	4,425.00	62.00	4,650.00	95.00	7,125.00
157	3FT - 4FT BASALT LANDSCAPE BOULDERS	7 EA	200.00	1,400.00	70.00	490.00	78.00	546.00	200.00	1,400.00
158	HYDROSEEDING	9970 SY	2.50	24,925.00	0.60	5,982.00	1.20	11,964.00	0.70	6,979.00
159	PSIPE 2 INCH CALIPER DECIDUOUS TREE	24 EA	400.00	9,600.00	340.00	8,160.00	360.00	8,640.00	335.00	8,040.00
160	PSIPE 4 - 6 FOOT HIGH PINE TREE	3 EA	250.00	750.00	190.00	570.00	200.00	600.00	225.00	675.00
161	PSIPE 8 - 10 FOOT HIGH PINE TREE	11 EA	400.00	4,400.00	315.00	3,465.00	330.00	3,630.00	295.00	3,245.00
162	PSIPE 5 GAL. SHRUB	75 EA	60.00	4,500.00	50.00	3,750.00	54.00	4,050.00	39.00	2,925.00
163	PSIPE 3 GAL. SHRUB	206 EA	45.00	9,270.00	42.00	8,652.00	45.00	9,270.00	35.00	7,210.00
164	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK SE	4950 SY	10.00	49,500.00	8.00	39,600.00	10.00	49,500.00	12.00	59,400.00
165	CONSTRUCT BIO-FILTRATION SWALE	4950 SY	5.00	24,750.00	1.50	7,425.00	1.50	7,425.00	1.80	8,910.00
166	IRRIGATION SYSTEM	1 LS	*****	25,000.00	*****	30,000.00	*****	10,000.00	*****	26,780.00
167	CEMENT CONCRETE CURB	16 LF	15.00	240.00	42.00	672.00	45.00	720.00	36.50	584.00
168	CEMENT CONCRETE DRIVEWAY	100 SY	50.00	5,000.00	63.00	6,300.00	50.00	5,000.00	67.50	6,750.00

Project Number: 2015154			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		Halme Construction Inc		Zetin Contractors, LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 Stormwater Swales					Sales tax shall be included in unit prices					
169	CEMENT CONC. SIDEWALK	25 SY	40.00	1,000.00	63.00	1,575.00	58.00	1,450.00	46.15	1,153.75
170	CEMENT CONC. POND BOTTOM	184 SY	60.00	11,040.00	63.00	11,592.00	50.00	9,200.00	62.45	11,490.80
171	ROCK RETAINING WALL	1500 SF	25.00	37,500.00	14.00	21,000.00	17.00	25,500.00	19.75	29,625.00
172	VEHICLE GATE	2 EA	3,000.00	6,000.00	2,800.00	5,600.00	4,000.00	8,000.00	5,125.00	10,250.00
Schedule Totals				990,279.75		835,819.50		844,775.25		844,918.69

<i>Project Number:</i> 2015154			<i>Engineer's Estimate</i>		N & N Excavation LLC		Red Diamond Construction Inc		L & L Cargile Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Stormwater Swales					Sales tax shall be included in unit prices					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	500.00	*****	700.00	*****	50.00
103	POTHOLING	6 EA	400.00	2,400.00	400.00	2,400.00	300.00	1,800.00	100.00	600.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	500.00	2,000.00	500.00	2,000.00	650.00	2,600.00	500.00	2,000.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	2,000.00	*****	1,800.00	*****	2,000.00
106	MOBILIZATION	1 LS	*****	48,000.00	*****	65,675.00	*****	104,000.00	*****	59,032.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	5,000.00	*****	3,256.00	*****	1,400.00	*****	2,400.00
108	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	9,300.00	*****	8,400.00	*****	6,000.00
109	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	5,000.00	*****	3,000.00	*****	5,000.00
110	REMOVE EXISTING CURB	16 LF	10.00	160.00	25.00	400.00	10.00	160.00	9.00	144.00
111	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	25 SY	14.00	350.00	25.00	625.00	15.00	375.00	9.00	225.00
112	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	4 EA	500.00	2,000.00	450.00	1,800.00	400.00	1,600.00	400.00	1,600.00
113	REMOVE EXISTING <12 IN. DIAMETER PIPE	275 LF	10.00	2,750.00	5.00	1,375.00	4.00	1,100.00	4.00	1,100.00
114	SAWCUTTING CURB	2 EA	30.00	60.00	50.00	100.00	70.00	140.00	25.00	50.00
115	SAWCUTTING RIGID PAVEMENT	100 LFI	2.00	200.00	4.00	400.00	2.00	200.00	1.00	100.00
116	ROADWAY EXCAVATION INCL. HAUL - SWALE AREA	17440 CY	9.00	156,960.00	11.00	191,840.00	13.00	226,720.00	18.25	318,280.00
117	REMOVE UNSUITABLE FOUNDATION MATERIAL	4440 CY	12.00	53,280.00	4.00	17,760.00	16.00	71,040.00	9.00	39,960.00
118	SPECIAL / INDUSTRIAL WASTE	10 TO	1,000.00	10,000.00	40.00	400.00	75.00	750.00	74.00	740.00
119	HAZARDOUS MATERIAL	30 TO	400.00	12,000.00	58.00	1,740.00	247.00	7,410.00	250.00	7,500.00

Project Number: 2015154			Engineer's Estimate		N & N Excavation LLC		Red Diamond Construction Inc		L & L Cargile Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 Stormwater Swales					Sales tax shall be included in unit prices					
120	DISPOSAL OF INERT DEBRIS INCL. HAUL	23000 TO	11.00	253,000.00	12.50	287,500.00	8.00	184,000.00	9.90	227,700.00
121	HEALTH & SAFETY PLAN	1 LS	*****	20,000.00	*****	6,000.00	*****	3,500.00	*****	1,250.00
122	COMMON BORROW INCL. HAUL	4540 CY	18.00	81,720.00	1.00	4,540.00	4.25	19,295.00	0.10	454.00
123	PREPARATION OF UNTREATED ROADWAY	945 SY	1.75	1,653.75	2.00	1,890.00	2.10	1,984.50	2.00	1,890.00
124	CRUSHED SURFACING TOP COURSE	69 CY	30.00	2,070.00	52.00	3,588.00	65.00	4,485.00	35.00	2,415.00
125	CRUSHED SURFACING BASE COURSE	94 CY	35.00	3,290.00	52.00	4,888.00	65.00	6,110.00	35.00	3,290.00
126	CSTC FOR SIDEWALK AND DRIVEWAYS	13 CY	45.00	585.00	100.00	1,300.00	65.00	845.00	60.00	780.00
127	2IN-4IN BASALT BALLAST	50 SY	14.00	700.00	50.00	2,500.00	35.00	1,750.00	10.00	500.00
128	CONCRETE HEADWALL	2 EA	2,500.00	5,000.00	1,620.00	3,240.00	2,150.00	4,300.00	1,590.00	3,180.00
129	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	10 LF	50.00	500.00	74.00	740.00	60.00	600.00	36.00	360.00
130	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	29 LF	55.00	1,595.00	100.00	2,900.00	65.00	1,885.00	59.00	1,711.00
131	DUCTILE IRON STORM SEWER PIPE 30 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	63 LF	65.00	4,095.00	250.00	15,750.00	186.00	11,718.00	190.00	11,970.00
132	MANHOLE TYPE I-48, BASIC PRICE	1 EA	2,500.00	2,500.00	3,500.00	3,500.00	3,000.00	3,000.00	4,558.00	4,558.00
133	MANHOLE TYPE 60, DOGHOUSE	1 EA	10,000.00	10,000.00	5,000.00	5,000.00	4,700.00	4,700.00	5,839.00	5,839.00
134	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	9 VF	150.00	1,350.00	200.00	1,800.00	100.00	900.00	70.00	630.00
135	DRYWELL TYPE 2	3 EA	3,000.00	9,000.00	3,800.00	11,400.00	3,600.00	10,800.00	2,875.00	8,625.00
136	CATCH BASIN TYPE 1	2 EA	2,000.00	4,000.00	2,600.00	5,200.00	2,400.00	4,800.00	2,520.00	5,040.00

<i>Project Number:</i> 2015154			<i>Engineer's Estimate</i>		N & N Excavation LLC		Red Diamond Construction Inc		L & L Cargile Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Stormwater Swales					Sales tax shall be included in unit prices					
137	CONNECT 30 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	500.00	500.00	2,000.00	2,000.00	2,700.00	2,700.00	965.00	965.00
138	EXTERIOR DROP CONNECTION 8 IN. DIAM	1 EA	5,000.00	5,000.00	1,800.00	1,800.00	2,400.00	2,400.00	3,960.00	3,960.00
139	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	500.00	1,500.00	350.00	1,050.00	300.00	900.00	180.00	540.00
140	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	20.00	400.00	1.00	20.00	14.00	280.00	9.00	180.00
141	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	20.00	400.00	1.00	20.00	24.00	480.00	0.10	2.00
142	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	1,000.00	*****	800.00	*****	2,000.00
143	RECONNECT SIDE SEWER	1 EA	500.00	500.00	500.00	500.00	900.00	900.00	421.00	421.00
144	PLUGGING EXISTING PIPE	5 EA	200.00	1,000.00	250.00	1,250.00	120.00	600.00	80.00	400.00
145	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	500.00	*****	500.00	*****	1,800.00	*****	300.00
146	CLEANING EXISTING SANITARY SEWERS	3 EA	500.00	1,500.00	500.00	1,500.00	350.00	1,050.00	265.00	795.00
147	TRENCH EXCAVATION FOR WATER SERVICE TAP	14 LF	30.00	420.00	70.00	980.00	50.00	700.00	25.00	350.00
148	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	214 LF	40.00	8,560.00	38.00	8,132.00	46.00	9,844.00	49.00	10,486.00
149	ESC LEAD	1 LS	*****	1,000.00	*****	1,000.00	*****	400.00	*****	50.00
150	INLET PROTECTION	2 EA	90.00	180.00	100.00	200.00	75.00	150.00	100.00	200.00
151	STABILIZED CONSTRUCTION ENTRANCE	200 SY	40.00	8,000.00	12.00	2,400.00	10.00	2,000.00	8.00	1,600.00
152	TOPSOIL TYPE A, 2 INCH THICK	1375 SY	2.00	2,750.00	3.00	4,125.00	2.50	3,437.50	4.20	5,775.00
153	TOPSOIL TYPE A, 4 INCH THICK	3650 SY	4.00	14,600.00	5.00	18,250.00	7.50	27,375.00	6.40	23,360.00
154	WEED SPRAYING AND CONTROL	2 EA	2,000.00	4,000.00	1,050.00	2,100.00	600.00	1,200.00	1,250.00	2,500.00

Project Number: 2015154			Engineer's Estimate		N & N Excavation LLC		Red Diamond Construction Inc		L & L Cargile Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 01 Stormwater Swales					Sales tax shall be included in unit prices					
155	FINE BARK MULCH	10 CY	75.00	750.00	50.00	500.00	110.00	1,100.00	37.00	370.00
156	AGGREGATE TOP DRESSING 4 INCH THICK	75 CY	135.00	10,125.00	50.00	3,750.00	100.00	7,500.00	58.00	4,350.00
157	3FT - 4FT BASALT LANDSCAPE BOULDERS	7 EA	200.00	1,400.00	140.00	980.00	200.00	1,400.00	75.00	525.00
158	HYDROSEEDING	9970 SY	2.50	24,925.00	0.70	6,979.00	1.15	11,465.50	1.00	9,970.00
159	PSIPE 2 INCH CALIPER DECIDUOUS TREE	24 EA	400.00	9,600.00	292.00	7,008.00	350.00	8,400.00	340.00	8,160.00
160	PSIPE 4 - 6 FOOT HIGH PINE TREE	3 EA	250.00	750.00	180.00	540.00	225.00	675.00	190.00	570.00
161	PSIPE 8 - 10 FOOT HIGH PINE TREE	11 EA	400.00	4,400.00	290.00	3,190.00	350.00	3,850.00	320.00	3,520.00
162	PSIPE 5 GAL. SHRUB	75 EA	60.00	4,500.00	47.00	3,525.00	45.00	3,375.00	51.00	3,825.00
163	PSIPE 3 GAL. SHRUB	206 EA	45.00	9,270.00	36.11	7,438.66	35.00	7,210.00	42.00	8,652.00
164	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK SE	4950 SY	10.00	49,500.00	6.00	29,700.00	4.60	22,770.00	10.00	49,500.00
165	CONSTRUCT BIO-INFILTRATION SWALE	4950 SY	5.00	24,750.00	3.00	14,850.00	1.00	4,950.00	1.80	8,910.00
166	IRRIGATION SYSTEM	1 LS	*****	25,000.00	*****	30,589.00	*****	15,000.00	*****	16,000.00
167	CEMENT CONCRETE CURB	16 LF	15.00	240.00	38.00	608.00	26.00	416.00	37.00	592.00
168	CEMENT CONCRETE DRIVEWAY	100 SY	50.00	5,000.00	45.00	4,500.00	55.00	5,500.00	44.00	4,400.00
169	CEMENT CONC. SIDEWALK	25 SY	40.00	1,000.00	52.00	1,300.00	50.00	1,250.00	48.00	1,200.00
170	CEMENT CONC. POND BOTTOM	184 SY	60.00	11,040.00	46.00	8,464.00	60.00	11,040.00	44.00	8,096.00
171	ROCK RETAINING WALL	1500 SF	25.00	37,500.00	16.00	24,000.00	23.00	34,500.00	24.00	36,000.00
172	VEHICLE GATE	2 EA	3,000.00	6,000.00	2,000.00	4,000.00	2,800.00	5,600.00	3,500.00	7,000.00
Schedule Totals				990,279.75		867,056.66		900,886.50		952,498.00

<i>Project Number:</i> 2015154			<i>Engineer's Estimate</i>		Sandry Conststruction Company Inc		William Winkler Company			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Stormwater Swales					Sales tax shall be included in unit prices					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	500.00	*****	300.00	*****	875.00	*****	0.00
103	POTHOLING	6 EA	400.00	2,400.00	250.00	1,500.00	515.00	3,090.00	0.00	0.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	500.00	2,000.00	275.00	1,100.00	230.00	920.00	0.00	0.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	275.00	*****	930.00	*****	0.00
106	MOBILIZATION	1 LS	*****	48,000.00	*****	25,000.00	*****	101,450.00	*****	0.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	5,000.00	*****	3,500.00	*****	5,450.00	*****	0.00
108	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	3,000.00	*****	19,695.00	*****	0.00
109	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	2,750.00	*****	5,175.00	*****	0.00
110	REMOVE EXISTING CURB	16 LF	10.00	160.00	12.00	192.00	9.00	144.00	0.00	0.00
111	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	25 SY	14.00	350.00	15.00	375.00	6.60	165.00	0.00	0.00
112	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	4 EA	500.00	2,000.00	1,550.00	6,200.00	550.00	2,200.00	0.00	0.00
113	REMOVE EXISTING <12 IN. DIAMETER PIPE	275 LF	10.00	2,750.00	12.75	3,506.25	17.50	4,812.50	0.00	0.00
114	SAWCUTTING CURB	2 EA	30.00	60.00	22.00	44.00	26.00	52.00	0.00	0.00
115	SAWCUTTING RIGID PAVEMENT	100 LFI	2.00	200.00	1.25	125.00	3.60	360.00	0.00	0.00
116	ROADWAY EXCAVATION INCL. HAUL - SWALE AREA	17440 CY	9.00	156,960.00	21.30	371,472.00	19.50	340,080.00	0.00	0.00
117	REMOVE UNSUITABLE FOUNDATION MATERIAL	4440 CY	12.00	53,280.00	5.75	25,530.00	25.50	113,220.00	0.00	0.00
118	SPECIAL / INDUSTRIAL WASTE	10 TO	1,000.00	10,000.00	45.25	452.50	101.50	1,015.00	0.00	0.00
119	HAZARDOUS MATERIAL	30 TO	400.00	12,000.00	355.00	10,650.00	403.00	12,090.00	0.00	0.00

<i>Project Number:</i> 2015154			<i>Engineer's Estimate</i>		Sandry Consturction Company Inc		William Winkler Company			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Stormwater Swales					Sales tax shall be included in unit prices					
120	DISPOSAL OF INERT DEBRIS INCL. HAUL	23000 TO	11.00	253,000.00	4.25	97,750.00	1.00	23,000.00	0.00	0.00
121	HEALTH & SAFETY PLAN	1 LS	*****	20,000.00	*****	1,000.00	*****	2,900.00	*****	0.00
122	COMMON BORROW INCL. HAUL	4540 CY	18.00	81,720.00	27.30	123,942.00	23.30	105,782.00	0.00	0.00
123	PREPARATION OF UNTREATED ROADWAY	945 SY	1.75	1,653.75	3.25	3,071.25	3.60	3,402.00	0.00	0.00
124	CRUSHED SURFACING TOP COURSE	69 CY	30.00	2,070.00	60.75	4,191.75	48.00	3,312.00	0.00	0.00
125	CRUSHED SURFACING BASE COURSE	94 CY	35.00	3,290.00	61.75	5,804.50	40.00	3,760.00	0.00	0.00
126	CSTC FOR SIDEWALK AND DRIVEWAYS	13 CY	45.00	585.00	96.00	1,248.00	161.00	2,093.00	0.00	0.00
127	2IN-4IN BASALT BALLAST	50 SY	14.00	700.00	31.00	1,550.00	25.00	1,250.00	0.00	0.00
128	CONCRETE HEADWALL	2 EA	2,500.00	5,000.00	10,780.00	21,560.00	6,030.00	12,060.00	0.00	0.00
129	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	10 LF	50.00	500.00	130.00	1,300.00	95.00	950.00	0.00	0.00
130	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	29 LF	55.00	1,595.00	120.00	3,480.00	94.00	2,726.00	0.00	0.00
131	DUCTILE IRON STORM SEWER PIPE 30 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	63 LF	65.00	4,095.00	356.00	22,428.00	279.00	17,577.00	0.00	0.00
132	MANHOLE TYPE I-48, BASIC PRICE	1 EA	2,500.00	2,500.00	5,200.00	5,200.00	3,728.00	3,728.00	0.00	0.00
133	MANHOLE TYPE 60, DOGHOUSE	1 EA	10,000.00	10,000.00	8,400.00	8,400.00	10,600.00	10,600.00	0.00	0.00
134	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	9 VF	150.00	1,350.00	150.00	1,350.00	75.00	675.00	0.00	0.00
135	DRYWELL TYPE 2	3 EA	3,000.00	9,000.00	3,750.00	11,250.00	3,950.00	11,850.00	0.00	0.00
136	CATCH BASIN TYPE 1	2 EA	2,000.00	4,000.00	2,250.00	4,500.00	2,030.00	4,060.00	0.00	0.00

<i>Project Number:</i> 2015154			<i>Engineer's Estimate</i>		Sandry Constuction Company Inc		William Winkler Company			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Stormwater Swales					Sales tax shall be included in unit prices					
137	CONNECT 30 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	500.00	500.00	2,950.00	2,950.00	1,305.00	1,305.00	0.00	0.00
138	EXTERIOR DROP CONNECTION 8 IN. DIAM	1 EA	5,000.00	5,000.00	2,400.00	2,400.00	3,500.00	3,500.00	0.00	0.00
139	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	500.00	1,500.00	450.00	1,350.00	215.00	645.00	0.00	0.00
140	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	20.00	400.00	35.00	700.00	26.00	520.00	0.00	0.00
141	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	20.00	400.00	64.00	1,280.00	62.80	1,256.00	0.00	0.00
142	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	500.00	*****	580.00	*****	0.00
143	RECONNECT SIDE SEWER	1 EA	500.00	500.00	1,500.00	1,500.00	1,715.00	1,715.00	0.00	0.00
144	PLUGGING EXISTING PIPE	5 EA	200.00	1,000.00	700.00	3,500.00	433.00	2,165.00	0.00	0.00
145	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	500.00	*****	2,200.00	*****	3,250.00	*****	0.00
146	CLEANING EXISTING SANITARY SEWERS	3 EA	500.00	1,500.00	450.00	1,350.00	215.00	645.00	0.00	0.00
147	TRENCH EXCAVATION FOR WATER SERVICE TAP	14 LF	30.00	420.00	50.00	700.00	90.00	1,260.00	0.00	0.00
148	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	214 LF	40.00	8,560.00	22.00	4,708.00	100.00	21,400.00	0.00	0.00
149	ESC LEAD	1 LS	*****	1,000.00	*****	2,500.00	*****	700.00	*****	0.00
150	INLET PROTECTION	2 EA	90.00	180.00	80.00	160.00	93.00	186.00	0.00	0.00
151	STABILIZED CONSTRUCTION ENTRANCE	200 SY	40.00	8,000.00	8.00	1,600.00	20.50	4,100.00	0.00	0.00
152	TOPSOIL TYPE A, 2 INCH THICK	1375 SY	2.00	2,750.00	4.50	6,187.50	3.40	4,675.00	0.00	0.00
153	TOPSOIL TYPE A, 4 INCH THICK	3650 SY	4.00	14,600.00	6.50	23,725.00	3.50	12,775.00	0.00	0.00
154	WEED SPRAYING AND CONTROL	2 EA	2,000.00	4,000.00	1,320.00	2,640.00	1,392.00	2,784.00	0.00	0.00

Project Number: 2015154			Engineer's Estimate		Sandry Constuction Company Inc		William Winkler Company			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Stormwater Swales					Sales tax shall be included in unit prices					
155	FINE BARK MULCH	10 CY	75.00	750.00	60.50	605.00	40.60	406.00	0.00	0.00
156	AGGREGATE TOP DRESSING 4 INCH THICK	75 CY	135.00	10,125.00	24.00	1,800.00	51.00	3,825.00	0.00	0.00
157	3FT - 4FT BASALT LANDSCAPE BOULDERS	7 EA	200.00	1,400.00	150.00	1,050.00	72.10	504.70	0.00	0.00
158	HYDROSEEDING	9970 SY	2.50	24,925.00	1.10	10,967.00	1.03	10,269.10	0.00	0.00
159	PSIPE 2 INCH CALIPER DECIDUOUS TREE	24 EA	400.00	9,600.00	357.50	8,580.00	334.75	8,034.00	0.00	0.00
160	PSIPE 4 - 6 FOOT HIGH PINE TREE	3 EA	250.00	750.00	198.00	594.00	219.73	659.19	0.00	0.00
161	PSIPE 8 - 10 FOOT HIGH PINE TREE	11 EA	400.00	4,400.00	330.00	3,630.00	309.00	3,399.00	0.00	0.00
162	PSIPE 5 GAL. SHRUB	75 EA	60.00	4,500.00	52.80	3,960.00	49.44	3,708.00	0.00	0.00
163	PSIPE 3 GAL. SHRUB	206 EA	45.00	9,270.00	44.00	9,064.00	41.20	8,487.20	0.00	0.00
164	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK SE	4950 SY	10.00	49,500.00	9.25	45,787.50	6.35	31,432.50	0.00	0.00
165	CONSTRUCT BIO-INFILTRATION SWALE	4950 SY	5.00	24,750.00	5.50	27,225.00	1.45	7,177.50	0.00	0.00
166	IRRIGATION SYSTEM	1 LS	*****	25,000.00	*****	25,300.00	*****	29,442.55	*****	0.00
167	CEMENT CONCRETE CURB	16 LF	15.00	240.00	28.00	448.00	30.00	480.00	0.00	0.00
168	CEMENT CONCRETE DRIVEWAY	100 SY	50.00	5,000.00	63.75	6,375.00	72.50	7,250.00	0.00	0.00
169	CEMENT CONC. SIDEWALK	25 SY	40.00	1,000.00	87.00	2,175.00	51.00	1,275.00	0.00	0.00
170	CEMENT CONC. POND BOTTOM	184 SY	60.00	11,040.00	66.50	12,236.00	63.00	11,592.00	0.00	0.00
171	ROCK RETAINING WALL	1500 SF	25.00	37,500.00	19.25	28,875.00	13.90	20,850.00	0.00	0.00
172	VEHICLE GATE	2 EA	3,000.00	6,000.00	4,500.00	9,000.00	4,181.80	8,363.60	0.00	0.00
<i>Schedule Totals</i>				990,279.75		1,031,620.25		1,042,065.84		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	990,279.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	990,279.75
T LaRiviere Equipment	835,819.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	835,819.50
Halme Construction Inc	844,775.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	844,775.25
Zetin Contractors, LLC	844,918.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	844,918.69
N & N Excavation LLC	867,056.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	867,056.66
Red Diamond Construc	900,886.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	900,886.50
L & L Cargile Inc	952,498.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	952,498.00
Sandry Constsruction	1,031,620.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,031,620.25
William Winkler Compa	1,042,065.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,042,065.84

Low Bid Contractor: T LaRiviere Equipment & Excavation Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$835,819.50	\$990,279.75	15.60	% Under Estimate
Bid Totals	\$835,819.50	\$990,279.75	15.60	% Under Estimate

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

10/31/2016

<u>Date Rec'd</u>	10/18/2016
<u>Clerk's File #</u>	OPR 2016-0850
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ALI BRAST 625-6638
<u>Contact E-Mail</u>	ABRAST@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4700 - MULTI-FAMILY CONTRACT - 611 SOUTH SCOTT STREET

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Konstantin & Tatyana Vasilenko for one multi-family building with five units located at 611 South Scott Street, Parcel Number 35201.5353.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to ordinance No. C-33079, the City Council expanded the residential target areas.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	BECKER, KRIS
<u>Division Director</u>	MALLAHAN, JONATHAN
<u>Finance</u>	KECK, KATHLEEN
<u>Legal</u>	WHALEY, HUNT
<u>For the Mayor</u>	CODDINGTON, BRIAN
<u>Additional Approvals</u>	
<u>Purchasing</u>	

Study Session**Other**

PED 10/17/16

Distribution List

Engineering Admin

mpiccolo@spokanecity.org

jmallahan@spokanecity.org

kbecker@spokanecity.org

mhughes@spokanecity.org

abrast@spokanecity.org

jtrautman@spokanecity.org

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Planning and Development
October 17th, 2016

Subject:

A Multi-Family Tax Exemption Conditional Contract for one multi-family building with 5 additional units on a lot with an existing single-family home, located at 611 S Scott.

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from Konstantin Vasilenko for a project of 5 additional multiple family housing units at 611 S Scott. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

Konstantin Vasilenko

MFTE target area: Lower South Hill

Qualifying parcel: 35201.5353

Units: 5 additional units on a lot with an existing single-family home

STA Routes: 3 blocks from Southside Medical Shuttle and 3 blocks from Route 45

Affordable: Affordable Rate

Project Area Map:



Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org
Planning & Development Services Department

**MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT**

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Konstantin & Tatyana Vasilenko, as "Owner" whose business address is 14 E Mission Avenue #3, Spokane, WA 99202.

WITNESSETH:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

HIGHLAND PARK HARTSONS S 80 FT OF W1/2 LT 8 BLK 3

Assessor's Parcel Number(s) 35201.5353, commonly known as 611 S Scott Street.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately five new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2016

CITY OF SPOKANE

By: _____

Mayor, David A. Condon

Attest:

City Clerk

Konstantin & Tatyana Vasilenko

By: *T. Vasilenko*

Its: *MANAGER*

Approved as to form:

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

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

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 19 day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Tatiana Vasilenko, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19 day of September, 2016.



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

My commission expires 5/16/17

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

10/31/2016

<u>Date Rec'd</u>	10/18/2016
<u>Clerk's File #</u>	OPR 2016-0851
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ALI BRAST 625-6638
<u>Contact E-Mail</u>	ABRAST@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4700 - MULTI-FAMILY HOUSING - 704 SOUTH ARTHUR STREET

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Cooke 909, LLC for one multi-family building with six units located at 704 South Arthur Street, Parcel Number 35204.0540.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to ordinance No. C-33079, the City Council expanded the residential target areas.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	BECKER, KRIS
<u>Division Director</u>	MALLAHAN, JONATHAN
<u>Finance</u>	KECK, KATHLEEN
<u>Legal</u>	WHALEY, HUNT
<u>For the Mayor</u>	CODDINGTON, BRIAN
<u>Additional Approvals</u>	
<u>Purchasing</u>	

Study Session**Other**

PED 10/17/16

Distribution List

Engineering Admin

mpicollo@spokanecity.org

jmallahan@spokanecity.org

kbecker@spokanecity.org

mhughes@spokanecity.org

abrast@spokanecity.org

htrautman@spokanecity.org

October 17th, 2016

Planning & Development Services Department

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Cooke 909, LLC, as "Owner" whose business address is 503 E 2nd Avenue, Spokane, WA 99202.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

20-25-43: HARTSON'S SUBDIVISION OF BLKS 3, 4, 5, 6, 7 & 8 OF HARTSON & TOWNSEND'S HIGHLAND PARK ADD (AFN# 3103469): N65FT OF E135FT OF L6 B6 (PARCEL 'B' OF BLA Z15B0021BLA)

Assessor's Parcel Number(s) 35204.0540, commonly known as 704 S Arthur Street.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately six new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this 28 day of SEPT, 2016

CITY OF SPOKANE

Bob Cooke for Cooke 909, LLC

By: _____

By: [Signature]

Mayor, David A. Condon

Its: MANAGER 9/28/16

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

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

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 28th day of September, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared R-H. BOB BOONE, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 28th day of Sept., 2016.



Shannon Bott

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

My commission expires 12/11/2017

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

10/31/2016

<u>Date Rec'd</u>	10/18/2016
<u>Clerk's File #</u>	OPR 2016-0852
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ALI BRAST 625-6638
<u>Contact E-Mail</u>	ABRAST@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4700 - MULTI-FAMILY HOUSING - 618 WEST MAIN AVENUE

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with 600 Main, Inc. for one multi-family building with approximately 100 units located at 618 West Main Avenue, Parcel Numbers 35184.1806 and 35184.1807.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to ordinance No. C-33079, the City Council expanded the residential target areas.

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

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	BECKER, KRIS
<u>Division Director</u>	MALLAHAN, JONATHAN
<u>Finance</u>	KECK, KATHLEEN
<u>Legal</u>	WHALEY, HUNT
<u>For the Mayor</u>	CODDINGTON, BRIAN
<u>Additional Approvals</u>	
<u>Purchasing</u>	

Study Session**Other**

PED 10/17/16

Distribution List

Engineering Admin

mpiccolo@spokanecity.org

jmallahan@spokanecity.org

kbecker@spokanecity.org

mhughes@spokanecitylorg

abrast@spokanecity.org

htrautman@spokanecity.org

BRIEFING PAPER
City of Spokane
MFTE Incentive Program / Planning and Development
October 17th, 2016

Subject:

A Multi-Family Tax Exemption Conditional Contract for one multi-family building with approximately 100 units, located at 618 W Main

Purpose:

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. The City has received an application from Cowles Real Estate Company for a project of approximately 100 multiple family housing units at 618 W Main. The staff has reviewed the application and determined that it meets the requirements of Chapter 8.15 SMC and qualifies for the tax exemption. This contract authorizes the appropriate city official to enter into the attached Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Details:

Cowles Real Estate Company

MFTE target area: Downtown

Qualifying parcels: 35184.1806 and 35184.1807

Units: approximately 100

STA Routes: Directly on Plaza Shuttle Route, with bus stops all around and two blocks from STA Plaza

Affordable: Market Rate

Project Area Map:



Recommendation:

Pursuant to SMC 08.15.060, the city council certifies the qualified property owner for this property tax exemption. This contract will be brought forward to City Council in the next few weeks.

For more information contact: Ali Brast, 509-625-6638, abrast@spokanecity.org

Planning & Development Services Department

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and 600 Main, Inc., as "Owner" whose business address is 999 W Riverside Avenue, Spokane, WA 99201.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

RES&ADD SPOKANE FALLS E44FT OF L5&ALL OF L6 B11, RES&ADD SPOKANE FALLS PT OF L1-2 B11 EXC N50FT L1 E14. 55FT EXC N50FT&W39.45FT EXC N78FT OF L2, RES&ADD SPOKANE FALLS ALL L4&W10FT OF L5 B11

Assessor's Parcel Number(s) 35184.1807, 35184.1802, 35184.1806 commonly known as 608 W Main Avenue, 223 N Howard Street, and 618 W Main Avenue.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 100 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this _____ day of _____, 2016

CITY OF SPOKANE

Doug Yost for 600 Main Inc.

By: _____

By:  _____

Mayor, David A. Condon

Its: Douglas Yost
representing 600 Main Inc.

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2016.

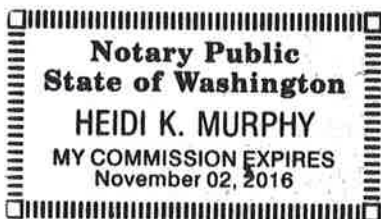
Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 6 day of October, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Douglas C. Yost, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 6 day of October, 2016.



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

My commission expires 11-2-16

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

10/31/2016

Date Rec'd

10/12/2016

Clerk's File #

OPR 2016-0063

Renews #Submitting Dept

WATER & HYDROELECTRIC SERVICES

Cross Ref #Contact Name/Phone

STEVE BURNS EXT. 8154

Project #Contact E-Mail

SBURNS@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

CR 17309

Agenda Item Name

4100 - UPRIVER DAM SPILLWAY REHAB ENGINEERING SUPPORT

Agenda Wording

Contract extension for engineering consultant services during the Upriver Dam Spillway Rehabilitation Project with Hatch Associates Consultants (Seattle, WA) not to exceed \$70,000.

Summary (Background)

Extension of original contract #OPR 2016-0063 to support the duration of the Upriver Dam Spillway Rehabilitation Project. Additional engineering assistance is required for this project due to the unforeseen amount of time required to manage change orders and critical project elements for which FERC required additional analysis and reporting.

Fiscal ImpactBudget Account

Expense \$ 70,000.00

4250-42300-94000-56501-04100

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

KEGLEY, DANIEL

Study SessionDivision Director

FEIST, MARLENE

Other

PWC 10/10/2016

Finance

KECK, KATHLEEN

Distribution ListLegal

WHALEY, HUNT

JAMES.RUTHERFORD@HATCH.COM

For the Mayor

CODDINGTON, BRIAN

ROB.BROWN@HATCH.COM

Additional Approvals

CARL.MANNHEIM@HATCH.COM

Purchasing

SBURNS@SPOKANECITY.ORG

SJOHNSON@SPOKANECITY.ORG

BRIEFING PAPER
Public Works Committee
Water & Hydro-Electric Department
October 10, 2016

Subject

Contract extension for engineering consultant services during the Upriver Dam Spillway Rehabilitation Project with Hatch Associates Consultants (Seattle, WA) not to exceed \$70,000.

Background

Extension of original contract #OPR 2016-0063 to support the duration of the Upriver Dam Spillway Rehabilitation Project.

Additional engineering assistance is required for this project due to the unforeseen amount of time required to manage change orders and critical project elements for which FERC required additional analysis and reporting.

Impact

Supports the continued safe execution of the Spillway Rehabilitation while maintaining compliance.

Action

Recommend approval.

Funding

All funds for this extension will be from Integrated Capital Funds.

City Clerk's No. _____



City of Spokane

CONTRACT ADDENDUM

Title: **Upriver Dam Spillway Rehabilitation
Phase III A, B and C**

This Contract Addendum is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Hatch Associates Consultants**, whose address is 6 Nickerson Street, Suite 101, Seattle, Washington 98109, as ("**Consultant**").

*WHEREAS, the parties entered into a Contract wherein the **Consultant** agreed to provide for the City Engineering Support for the Upriver Dam Spillway Rehabilitation Project; and*

WHEREAS, additional work has been requested, thus the original Contract needs to be formally amended by this written document; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated February 17, 2016 and February 29, 2016, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Addendum shall become effective on mutual parties acceptance.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following additional Work:

Unforeseen amount of time required to manage change orders and critical project elements for which FERC required additional analysis and reporting.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00)** for everything furnished and done under this Contract Addendum. This is the maximum amount to be paid under this Addendum, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Addendum document.

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 Contract Addendum by having legally-binding representatives affix their signatures below.

CONSULTANT

By [Signature] OCT 3/2016
Signature Date

Rob Brown
Type or Print Name

COMMERCIAL DIRECTOR
Title

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

Approved as to form:

[Signature]
Assistant City Attorney

Attachments that are part of this Agreement:

N/A Consultant Scope
of Work and
Offer

16-2083



Suite 101, 6 Nickerson Street
Seattle, WA, USA 98109
Tel: +1 (206) 352 5730 • Fax: +1 (206) 352 5734 • www.hatch.com

September 21, 2016

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

Dear Stephen:

Subject: Upriver Dam Spillway Rehabilitation Phase IIIC and D - Construction Management Extension and Seismic Stability Analysis

The attached Offer for Engineering and Consultancy Services outlines the proposed scope and budget to extend construction management support and to perform seismic stability analyses for the Upriver Dam Spillway Rehabilitation Project (herein referred to as Project). This comprises our commercial proposal for our services.

The overall cost is estimated to be \$70,000 on a reimbursable cost basis for an Phase IIIC – Construction Management Extension and Phase IIID – Seismic Stability Analysis. Hatch will perform the work outlined in this Offer for Engineering and Consultancy Services in accordance with the existing Professional Services Terms and Conditions that were established for Phase IIA agreement dated September 24, 2014. This letter, the attached Statement of Work, Commercial Offer and Rate Schedule, and the established Professional Services Terms and Conditions (September 8, 2014) would form the whole agreement between the City of Spokane (City) and Hatch Associates Consultants Incorporated (Hatch).

The extension of services is required to provide additional engineering support during spillway rehabilitation construction and to perform seismic analyses of sections of the left abutment due meet FERC requirements. FERC has required that the seismic stability analyses of the left abutment be completed and submitted for review prior to December 31, 2016. We will plan to mobilize the team to start this work for you as soon the agreement is executed.

H351151, Rev. 0



Suite 101, 6 Nickerson Street
Seattle, WA, USA 98109
Tel. Tel: +1 (206) 352 5730 • Fax: Fax: +1 (206) 352 5734 • www.hatch.com

If this offer is acceptable to City of Spokane, please sign on the attached "Acceptance of Offer" page to execute this contract amendment. We are available for discussion if you would like any clarifications or further discussions regarding any aspect of this offer, please call me at 206-288-2911.

Yours faithfully,

A handwritten signature in blue ink that reads "James H. Rutherford".

James H. Rutherford, P.E.

JR:kh
Ref.: H351151-00000-100-024-0001.docx
Attachment(s)

cc: File

H351151, Rev. 0



Suite 101, 6 Nickerson Street
Seattle, WA, USA 98109
Tel. Tel: +1 (206) 352 5730 • Fax: Fax: +1 (206) 352 5734 • www.hatch.com

OFFER FOR ENGINEERING AND CONSULTANCY SERVICES

for

Upriver Dam Spillway Rehabilitation Phase IIIC and D - Construction Management Extension and Seismic Stability Analysis

September 21, 2016

Client Name:	City of Spokane
Project Name:	Upriver Dam Spillway Rehabilitation Phase IIIC and D - Construction Management Extension and Seismic Stability Analysis
Client Contact:	Stephen M. Burns, P.E.
Hatch Contact:	James H. Rutherford, P.E. jrutherford@hatchusa.com Phone: 206 288 2911
Proposal Number:	H351151, Rev. 0
Estimated Start Date:	October 15, 2016
Estimated Completion Date:	December 31, 2016
Cost Basis:	Reimbursable Costs Basis
Project Estimate:	\$70,000

H351151, Rev. 0

Scope of Work

CITY OF SPOKANE

UPRIVER SPILLWAY REHABILITATION PHASE III ENGINEERING REVIEW AND PERMITTING ASSISTANCE

1. PHASE III C – CONSTRUCTION MANAGEMENT EXTENSION

Construction began in July 2016 and final completion is anticipated to be mid-December. During the course of construction a higher than anticipated level of construction management support has been required due to review of contractor proposals and interface with regulatory agencies, specifically FERC Portland Regional Office. There is currently approximately \$39,000 (including expenses) remaining in the Phase IIIC budget. Based on current management requirements and anticipated work, it is estimated that an additional \$26,000 would be necessary to maintain the same level of construction management support through final project completion.

Under Phase IIIC Hatch would continue to provide full-time office support and part-time field construction management support on an as-needed basis and as described in the Phase IIIC Scope of Work. Day-to-day, full-time site inspection will continue to be performed by City staff. Materials testing services will continue to be performed by Budinger & Associates, hired under separate contract by the City. Under this contract extension, Hatch would continue to assist with coordination of materials testing. The scope of work through the end of construction includes:

- 1.1 Office Engineering Support including submittal and request for information (RFI) review, progress payment and change order review, and preparation of any design change notices (DCNs). Perform initial review of the Contractor's monthly progress payments and will provide recommendations to the City for payment or requests to the Contractor for additional documentation of pay items. Perform reviews of submittals and RFIs and provide responses to the Contractor in a timely manner. It is estimated that on average the office engineering support will require approximately 12 hours for the Project Engineer, 2 hours for the Project Manager, and 2 hours for an administrative assistant on average per week for the duration of the project.
- 1.2 Participation in project meetings conducted on a weekly basis at the Contractor's job trailer. These meetings will be attended in person if Hatch staff are on-site for field engineering support. Otherwise the Project Manager and/or Project Engineer will join the meetings via conference call.
- 1.3 Provide Field Engineering Support: Site visits will be by the Project Engineer and/or Project Manager on an as-needed basis based on the work items being performed. We have assumed that the Project Engineer will complete 1-day, bi-weekly site visits and the PM will complete 2-day monthly site visits. Perform site visits at an estimated basis of 1-day, bi-weekly site visits by the Project Engineer and 2-day (one night), monthly site visits by the Project Manager. Daily site inspections are performed by City of Spokane staff. Communicate with inspection staff and coordinate inspection tasks as required to

H351151, Rev. 0

address specific technical issues. The City's inspectors will prepare daily inspection reports that document the day's work activities and include photographs of construction.

- 1.4 Updating Upriver Spillway rehabilitation design documents to address FERC Portland Regional Office comments and requests stated in their letter dated 9/8/16.
- 1.5 Preparing the monthly FERC Construction reports summarizing the construction activities performed during that work period and include all inspection and testing results. Submit these reports to the City for review. Incorporate review comments and provide finalized monthly FERC Construction report to the City to pass on to FERC Portland Regional Office.
- 1.6 Preparing the Final Construction Report as required by FERC. The report will follow the FERC required format and will summarize all aspects of construction including any testing as part of the quality control and assurance.
- 1.7 Compiling a set of conformed record drawings and specifications upon project as-builts completion based on construction records submitted by the Contractor. This does not include revisions of the original construction drawings in CAD. The Contractor is required to maintain a working set of "As-Built" Drawings during construction that document all deviations from the design drawings and will submit these drawings at project completion. Hatch will incorporate all changes into the drawing and specification set and issue a final set of record drawing red lines and updated documents to the City. This does not include edits to documents submitted to FERC exhibit drawings. (Note that preparation of record drawings in CAD is not included in this scope.)
- 1.8 Preparing a Construction Certificate to the City that the project was constructed in accordance with the design intent. We assume that the City will be responsible for certification that the inspection and testing results are in compliance with contract specifications. The City will submit the certificates to FERC.

2. PHASE IIID – SEISMIC STABILITY ANALYSIS

As part of a letter sent by FERC dated June 22, 2016 the City agreed to complete a re-evaluation of static and seismic loading based on the change in USGS Seismic Zone Maps and to assess their impact on stability and Potential Failure Modes. Specifically, analyses is required to assess the static and seismic stability of the mechanically stabilized earth (MSE) retaining wall locations and on the fuse plug on the left embankments by December 31, 2016 are required. There are four (4) sections of MSE retaining walls on the left (looking downstream) abutment sections:

- Between the fuse plug and spillway monoliths
- Right side of Powerhouse No. 2
- Between Powerhouse No. 1 and Powerhouse No. 2
- Left side of Powerhouse No. 1.

The MSE retaining walls and fuse plug, with the exception of section at the Spillway Operations Building, were all constructed in 1986. A network of piezometers and survey monuments are

H351151, Rev. 0

used to monitor conditions at these areas. Hatch has performed spillway monolith stability analyses as part of Phase IIB of the work and has previously reviewed the piezometric and survey data in the vicinity of the spillway. The following items are included in the Phase IIID scope of work:

- 2.1 Review as-built information of MSE walls and fuse plug including record drawings, construction reports, piezometric data, survey data, and other relevant information that is available. We assume that the City will send all relevant information electronically.
 - 2.2 Prepare TM 8.0 – Stability Analysis Basis Document. The memorandum will outline the MSE wall and fuse plug areas selected for analysis, description of planned analysis methods, assumed material properties, static and seismic analysis criteria, load factors and selected load cases.
 - 2.3 Perform 2D analysis of four MSE Wall sections and fuse plug section. Record drawings provided by the City will be used to create 2D models of the selected cross sections. Piezometric conditions will be reviewed for determining load conditions. Static and seismic analysis will both be performed. The seismic analyses loading will be estimated using pseudo dynamic (Chopra) analysis method.
 - 2.4 Prepare TM 8.1 – Left Embankment Stability Analysis Review: This memorandum will summarize the results of the 2D analysis, describe any recommendations for further monitoring or remediation. A draft memorandum will be sent to the City for review and following any comments the document will be finalized. We assume that the City will submit TM 8.1 to FERC. We also assume that one conference call will be conducted with FERC to review and discuss the analysis results and TM 8.1.
-

Commercial Offer

The overall cost for Phases III C and D is estimated to be \$ 70,000 on a reimbursable cost basis. Current Hatch's rates were used to estimate the cost of engineering services.

Hatch will perform the work outlined in this Offer for Engineering and Consultancy Services (Phases III C and D) in accordance with the existing Professional Services Terms and Conditions. This letter, the Statement of Work, and existing Professional Services Terms and Conditions form the whole agreement between City of Spokane and Hatch.

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

Table 1 – Cost Estimate for Phase IIIC&D

Phase	Description	Work Hours	Hatch Labor	Sub-consultants	Expenses	Total
IIIC	Construction Management Estimate to Complete	376	\$59,000	\$1,000	\$5,000	\$65,000
IIID	Seismic Stability Analyses	226	\$37,000			\$37,000
	Contingency					\$7,000
		602	\$96,000	\$1,000	\$5,000	\$109,000
	Remaining Phase IIIC Budget (9/9/16)					\$39,000
	Requested Budget Increase for Additional Engineering Services (with Contingency)					\$70,000

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

10/31/2016

<u>Date Rec'd</u>	10/14/2016
<u>Clerk's File #</u>	OPR 2016-0853
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4272-16
<u>Requisition #</u>	CR 17302

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES
<u>Contact Name/Phone</u>	STEVE BURNS EXT. 8154
<u>Contact E-Mail</u>	SBURNS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4100 - RAY WELL STATION #2 - MOTOR REPAIR

Agenda Wording

Contract for repair services on Ray Well Station #2 motor with Louis Allis (Warrior, AL) not to exceed \$30,000 including tax.

Summary (Background)

Request for Bids #4272-16 was issued June 22, 2016 and an optional site consultation was offered on June 29, 2016. Two bid responses were opened on July 11, 2016. Louis Allis was verified the low, responsive bidder. Known repairs will cost \$9,890.00 including tax. Additional repairs will be completed upon approval by the City at \$85.00 per labor hour and 20% markup on materials. The total of value of all repairs will not exceed \$30,000 including tax. Pricing includes a one year warranty.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 30,000.00	# 4100-42460-34145-54801-99999
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	FEIST, MARLENE	<u>Other</u>	PWC 10/10/2016
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE@SPOKANECITY.ORG	
<u>For the Mayor</u>	CODDINGTON, BRIAN	SJOHNSON@SPOKANECITY.ORG	

<u>Additional Approvals</u>	
<u>Purchasing</u>	PRINCE, THEA

BRIEFING PAPER
Public Works Committee
Water & Hydro-Electric Department
October 10, 2016

Subject

Contract for repair services on Ray Well Station #2 motor with Louis Allis (Warrior, AL) not to exceed \$30,000 including tax.

Background

Request for Bids #4272-16 was issued June 22, 2016 and an optional site consultation was offered on June 29, 2016. Two (2) bid responses were opened on July 11, 2016. Louis Allis was verified the low, responsive bidder.

The value of known repairs is \$9,890.00 including tax. Additional repairs required will be quoted and completed upon approval by the City of Spokane at \$85.00 per labor hour and 20% markup on materials. The total of value of all repairs completed will not exceed \$30,000 including tax. This pricing includes a one (1) year warranty on replacement parts and labor.

Impact

This contract will return the primary motor to full functionality (currently operating a backup motor) and support the safe and continued operation of Ray Well Station #2.

Action

Recommend approval.

Funding

All funding for this purchase will be from the Water and Hydro-Electric Department Upriver Maintenance and Repair budget.

BID TABULATION

BID #4272-16 RAY WELL STATION #2 – MOTOR REPAIR

DUE: MONDAY, JULY 11, 2016

DESCRIPTION	EASTSIDE ELECTRIC 3712 N FLORA RD SPOKANE VALLEY WA 99216 (509) 922-2112 Jon123.eastside@gmail.com	LOUIS ALLIS 645 LESTER DOSS ROAD WARRIOR AL 35180 (205) 590-2986 kcornelius@louisallis.com
Westinghouse Motor Repair (as detailed in Scope of Work)	\$10,799.00	\$9,098.00 *Includes replacement of brushes and new bearings
Warranty: Replacement Parts & Labor – 1 year from installation date	\$0.00	\$0.00
SALES TAX	\$939.51	\$792.00
TOTAL	\$11,738.51	\$9,890.00
Additional Work: Labor price per hour	\$100.00/hr	\$85.00/hr
Additional Work: Materials markup %	20% - Cost plus	20% cost plus
Supplier Accept Credit Card as form of payment?	YES	YES
Delivery	21 Days FRO	14-16 Days FRO
City of Spokane Business License Number	602-210-560	

The bid request was sent to 10 suppliers/plan centers, with 2 bid responses received.

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS AND BIDDER RESPONSIBILITY. AWARD OF BID IS MADE BY CITY COUNCIL.



City Clerk's No. _____

City of Spokane
PERSONAL SERVICES AGREEMENT

Title: Motor Repair of Ray Well Station #2

This Agreement is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and Louis Allis, whose address is 645 Lester Doss Road, Warrior, Alabama 35180, as ("Company").

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 10, 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 Company 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 Company is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Company'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. In the event of a conflict or discrepancy in the Agreement documents, this City Personal Service Agreement controls.

The Company shall provide the following services for the City:

Westinghouse Wound Rotor Motor Style 5P-192 Repair at Ray Well Station #2 located at 607 South Ray Street, Spokane, Washington 99202 including Motor pickup/return, dismantle/testing/inspection, parts cleaning, recondition stator dip and brake, balance rotor dip and brake, refurbish slip rings, replace brushes, install new bearings, and motor assembly, testing, and painting. Includes a one year warranty on replacement parts and labor.

The Work is subject to City review and approval. The Company 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 Company's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Company's services under this Agreement shall be **NINE THOUSAND EIGHT HUNDRED NINETY AND NO/100 DOLLARS (\$9,890.00)** including tax, and a maximum amount not to exceed **Thirty Thousand and No/100 Dollars (\$30,000.00) in case additional repairs are required**, additional work will be completed at Eight Five and No/100 Dollars (\$85.00) per labor hour and 20% materials markup, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Water and Hydroelectric Department, Administration Office, 914 East Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Company 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 Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

6. 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 Company 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.

7. REIMBURSABLES

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

- A. City will reimburse the Company 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 Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subcontractors.
- 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, subcontractor paid invoices, and other supporting documents used by the Company 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 Agreement.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing

each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subcontractor: Subcontractor expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subcontractor invoices that are rebilled to the City are required.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

9. INDEMNIFICATION.

The Company 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 attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Company 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 Company'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 Company, its agents or employees. The Company specifically assumes potential liability for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Company 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, and for its material breaches of this Agreement. It is not the intent of this Section to limit this understanding.

10. INSURANCE.

During the period of the Agreement, the Company 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 Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in 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 Company or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Company 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 Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. AUDIT.

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

12. INDEPENDENT CONSULTANT.

The Company is an independent Contractor. This Agreement does not intend the Company to act as a City employee. The City has neither direct nor immediate control over the Company nor the right to control the manner or means by which the Company works. Neither the Company nor any Company employee shall be an employee of the City. This Agreement prohibits the Company to act as an agent or legal representative of the City. The Company 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 Company shall pay all income and other taxes as due.

13. KEY PERSONS.

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

14. ASSIGNMENT AND SUBCONTRACTING.

The Company 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 Company shall incorporate by reference this Agreement, except as otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

15. TERMINATION.

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

16. STANDARD OF PERFORMANCE.

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

17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

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

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

18. ANTI KICK-BACK.

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

19. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, 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 Company shall comply with the requirements of this Section.

- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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.

COMPANY

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:



Assistant City Attorney

Attachments that are part of this Agreement:

Request for Bid #4272-16 response

U2016-100

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

10/31/2016

Date Rec'd

10/3/2016

Clerk's File #

ORD C35446

Renews #Submitting Dept

PARKS - FINANCE/BUDGET

Cross Ref #Contact Name/Phone

MARK BUENING 625-6544

Project #Contact E-Mail

MBUENING@SPOKANECITY.ORG

Bid #Agenda Item Type

Emergency Budget Ordinance

Requisition #Agenda Item Name

1400 EBO RE: AMENDING ORDINANCE NO. C-35322; WITTER POOL

Agenda Wording

Recommend approval of amending Ordinance No. C-35322, for repair of Witter Pool Decking by Cameron-Reilly LLC as outlined in Bid #4285-16. EBO in the amount of \$404,320.95

Summary (Background)

The deck at Witter pool has sunk and been fixed numerous times with superficial remedies. The contract with Cameron-Reilly is projected to eliminate the causes by digging down deep, repair compromised pipes, back filling with CDF and finishing with a new deck.

Fiscal ImpactBudget Account

Expense \$ 404,320.95

1400-99999-99999

Revenue \$ 404,320.95

1400-54100-94000-56301

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CONLEY, JASON K.

Study SessionDivision Director

CONLEY, JASON K.

OtherFinance

KECK, KATHLEEN

Distribution ListLegal

WHALEY, HUNT

Parks Accounting

For the Mayor

CODDINGTON, BRIAN

Additional ApprovalsPurchasing

ORDINANCE NO C35446

An ordinance amending Ordinance No. C-35322, passed the City Council November 23, 2015, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2016, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2016, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2016 budget Ordinance No. C-35322, as above entitled, and which passed the City Council November 23, 2015, it is necessary to make changes in the appropriations of the Park and Recreation Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

From:	1400-99999-99999	Park Fund Unappropriated Reserves	<u>\$404,302.95</u>
To:	1400-54100-94000-56301	Park Fund Other Improvements	<u>\$404,320.95</u>

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for Park capital needs not anticipated during the 2015 budget process, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

AGENDA SHEET FOR PARKBOARD MEETING OF: October 13, 2016



Submitting Division
Parks & Recreation

Contact Person
Carl Strong

Phone No.
363-5415

DEPARTMENT

- ☐ Finance
- ☐ Operations
- ☒ Recreation/Golf
- ☐ Riverfront Park
- ☐ Parks & Recreation

COMMITTEE

- ☐ Riverfront
- ☐ Golf
- ☐ Recreation
- ☐ Land
- ☐ Urban Forestry
- ☒ Finance

CLERK'S FILE _____

RENEWS _____

CROSS REF _____

ENG _____

BID _____

C. REQUISITION _____

17331

AGENDA WORDING:

Approve Emergency Budget Ordinance (EBO) in the amount of \$404,320.95 with Cameron-Reilly LLC for services to repair the Witter Pool deck as outlined in Bid #4285-16.

BACKGROUND:

(Attach additional sheet if necessary)

The deck at Witter pool has sunk and been fixed numerous times with superficial remedies. The contract with Cameron-Reilly is projected to eliminate the causes, by digging down deep, repair compromised pipes, back filling with CDF, and finishing with a new deck.

RECOMMENDATION:

Approve EBO

Fiscal Impact:

Expenditure: \$404,320.95

Budget Account:

1400-54100-94000-56501

Revenue:

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk

SIGNATURES:

(See email)
Requestor - Carl Strong

Dept. Mgr. - Al Vorderbrueggen

Parks Accounting - Nicole Edwards

Legal Dept. -

Director of Parks and Recreation

DISTRIBUTION:

Parks: Nicole Edwards
Parks: Pamela Clarke
Parks: Mark Buening
Parks: Lori Harvey

Budget Manager: Tim Dunivant
Requester: Carl Strong

PARK BOARD ACTION:

APPROVED BY
SPOKANE PARK BOARD:

Pat Dalt
Oct. 13, 2016

BID PROPOSAL FORM

Bidder: Cameron - Reilly LLC Date: 8/29/16
Address: 309 N Park Rd
Street
Spokane Valley WA 99212
City State ZIP Code

CAMERRL942NU
State Contractor Registration Number

TO: The City of Spokane Purchasing Department
Fourth Floor
City Hall
ADDRESS: 808 West Spokane Falls Blvd
Spokane, WA 99201-3316
PROJECT: Witter Pool Repair

Contractors:

Pursuant to and in compliance with your invitation for bids and the Instructions to Bidders and the other documents relating thereto, the undersigned has carefully examined the drawings and specifications, as well as the premises and conditions affecting the work, and hereby proposes to furnish all labor and materials and to perform all work as required for the construction of the improvements in strict accordance with the contract documents, specifications, and drawings for the amount shown.

TOTAL AMOUNT SCHEDULE I BID: \$ 404,320.95

Four hundred four thousand three hundred twenty and ninety-five cents
(Indicate in writing as well as numerals)

Bidder's Declaration and Understanding

If the undersigned is notified for the acceptance of this bid within Ten (10) calendar days of the time set for the opening of bids, the undersigned agrees to execute a contract for the above work bid in the form of the contract bound in these specifications and to provide a surety bond as required by the specifications.

The undersigned further agrees that the bid guaranty accompanying this bid is left in escrow with the Owner; that the liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above-named contract and surety bond, for any and all units of this bid accepted by the Owner, will be equal to five percent (5%) of the total bid for such unit or units; and that if the undersigned defaults in executing that contract and in furnishing the surety bond within ten (10) days, of the date on the Notice of Award, the bid guaranty shall become the property of the Owner who shall be obligated only to refund that portion in excess of the liquidated damages. If, however, this bid or any

Strategic Investment List:

<u>Requestor:</u>	<u>Project:</u>	<u>Amount:</u>	<u>Notation:</u>
Carl Strong	Soil - Youth Baseball/Softball	\$ 30,000	Safety hazard - in partnership with flood erosion
Carl Strong	Youth Baseball Fencing/Gates	\$ 60,000	Needed safety fencing for players + spectators
Tony Madunich	Vegetation Screening	\$ 50,000	City Compliance for Ops Center Complex
Steve Nitto	Grant Match - RCO Mirror Pond	\$ 45,000	2015 RCO Grant of \$90K, \$45K Match - Friends of Manito, \$45K Match Parks & Recreation
Garrett Jones	Shadle Park Community Use Concrete Pad	\$ 40,000	Capital Improvements and help match the Neighborhood funds that were used to demolish the existing structure
Jon Moog	Barricades (100) & covers	\$ 18,000	Supports crowd and event control, deters unauthorized access, protects public and park resources (barricades = \$8000, Covers = \$ 10,000)
Jon Moog	Portable Bartending Kiosk	\$ 12,000	Wine and Beer Kiosk used to support park programing and revenue enhancement
Jason Conley	Indian Canyon Improvements	\$ 35,000	Capital Improvements to I.C clubhouse and restaurant.(Flooring, lighting, security system)
Garrett Jones	Park Improvements	\$ 200,000	General Park Improvements system wide
Subtotal:		\$ 490,000	Pulling from fund balance in 2016
	Pending EBO's	\$ 124,000	Collins Contract (64,000), My Spokane 2016 Billing (60,000) - APPROVED BY PARK BOARD in APRIL MEETING
	Al Vordebrueggen Indian Canyon - water conservation Grant	\$ 100,000	Matching funds for unforeseen Water Dept. grant opportunity (water-conservation funds of about \$250K)
	Al Vordebrueggen Witter Pool	\$ 400,000	Emergency repairs due to unstable soils and sagging pipes between pools (Postponing post swim season 2016) (250 - 490K)
	RFP Development Capital Fund Drive	\$ 200,000	Tentative - reduced amount (\$200k has been moved to park improvements line item above per Park Board) To be funded later if needed
Subtotal:		\$ 824,000	Future Strategic Investments (2017)
Total:		\$ 1,314,000	Total Balance

BID TABULATION

BID #4285-16 WITTER POOL DECK REPAIR

DUE: MONDAY, AUGUST 29, 2016

DESCRIPTION	CAMERON-REILLY LLC 309 N Park Rd Spokane Valley Wa 99212 (509) 466-5555 jim@cameron-reill .com
SCHEDULE 1 BID	371,960.40
SALES TAX	\$32,360.55
TOTAL	\$404,320.95
Subcontractors	<div>Plumbing Mackin & Little MACILIOOOJO \$106,900</div> <div>Electrical Power City POWERCE994CK \$500.00</div>
Washington State Contractor's Registration Number	CAMERRL942NU
Washington State Department of Labor & Industries Workers Comp Account #	119,442 00
IRS Employer #	20-5241 17
Bid Bond Present	yes

The bid request was sent to _____contractor/suppl iers/plancenters, with 1 bid responses received.

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS AND BIDDER RESPONSIBILITY. AWARD OF BID IS MADE BY PARK BOARD.

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

10/31/2016

<u>Date Rec'd</u>	10/19/2016
<u>Clerk's File #</u>	RES 2016-0089
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BREEAN BEGGS 625-6254	<u>Project #</u>	
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 RESOLUTION REGARDING BUSINESS & CUSTOMER FRIENDLY PARKING		

Agenda Wording

Resolution urging business- and customer-friendly enforcement of parking meter time limits in downtown Spokane and expressing support for the Spokane Transit Authority's Vanpool to reduce single-occupant commuting to the downtown core.

Summary (Background)

There is a two-hour time limit to meters downtown to encourage customer turnover for businesses in the area. Recent area construction has intensified parking issues in the core by removing metered spaces in construction areas. Parking Services has found that a high number of street parking spaces are occupied by the same vehicle over the two-hour limit. This "meter feeding" inhibits customer turnover for businesses and is a violation of the SMC. This resolution aims to alleviate parking issues.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCOTT, ALEXANDER	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	PED Committee
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Parking Services	
<u>For the Mayor</u>	CODDINGTON, BRIAN	lkinnear@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2016-0089

A Resolution urging customer friendly enforcement of parking meter time limits in downtown Spokane and expressing support for the Spokane Transit Authority's Vanpool to reduce single-occupant commuting to the downtown core.

WHEREAS, downtown construction is intensifying parking problems in downtown Spokane for its businesses and their customers; and

WHEREAS, downtown business owners in the construction zones have requested meter holidays after 5:00 p.m. to encourage customers to make better use of Spokane's evening venues; and

WHEREAS, downtown business owners have requested that Parking Services explore a voucher program for day time parking in acute construction areas; and

WHEREAS, downtown retail business owners have requested efforts to increase turnover of parking meters in support of easier customer access; and

WHEREAS, Parking Services has determined that a significant number of downtown core street parking spaces are occupied by the same vehicle beyond the maximum two-hour limit, thus limiting access to business customers; and

WHEREAS, Parking Services has the technology to use a license plate reader to quickly identify which vehicles have violated the ordinance restricting parking at meters to a maximum of two hours in the downtown core; and

WHEREAS, better enforcement of the maximum parking hour limits in the downtown core would increase parking access for customers and vitalize downtown businesses; and

WHEREAS, there are numerous reasonably priced all-day parking opportunities and transit options for downtown employees who are currently overstaying their time at the two-hour downtown core meters; and

WHEREAS, Spokane Transit Authority (STA) is willing to offer Vanpool vehicles to downtown employees that would reduce the need for parking spaces and car trips downtown; and

WHEREAS, STA needs parking access for the multi-passenger Vanpool vehicles, most of which do not fit within parking garages due to their height; and

WHEREAS, Parking Services has developed a proposal to provide decals to STA Vanpool vehicles that would allow them to park within walking distance of the downtown core at all-day meters that would likely cause a net increase in available

parking spaces and encourage the location of larger businesses to downtown Spokane; and

WHEREAS, the Parking Advisory Committee recently endorsed a proposal to provide STA Vanpool vehicles decal access to all-day meters on a one year trial basis; and

WHEREAS, angle parking has been implemented in some downtown areas and could provide more parking spaces in other areas; and

WHEREAS, some businesses offer services that are utilized faster than the normal two hour parking limit; and

WHEREAS, flex loading and parking zones are already utilized outside of some downtown business locations and could be further applied on other curbsides in downtown.

NOW, THEREFORE, BE IT RESOLVED by the Spokane City Council that:

1. Parking Services should continue to work with downtown business owners to identify parking meter holiday hours after 5:00pm and present a proposal to City Council for parking vouchers in peak construction areas during construction season to encourage patronage of nearby businesses and then evaluate the effectiveness of any temporary programs; and,

2. Parking Services should utilize license plate readers to robustly enforce the ordinance against meter-feeding for the purpose of freeing up parking spaces for customers in the downtown core; and,

3. Parking Services should collaborate with STA on a one-year pilot project to allow Vanpool vehicles to park at all-day meters in order to free up parking spaces from single-occupant commuters; and,

4. Parking Services should develop a comprehensive downtown parking plan by the end of 2017 with input from stakeholders that will guide parking improvements and boundary expansion for the next six years, including items 5-7 below; and,

5. Parking Services should work with the Downtown Spokane Partnership (DSP) to identify additional locations for an angle parking pilot program that would increase parking availability downtown and create a sense of place for those areas selected; and,

6. Parking Services should look into specific locations that would benefit from meter turn over times, quicker than the normal two hours, so that changes can be proposed such as 10, 15 or 30 minute metered parking spots outside of appropriate downtown retail establishments; and,

7. Parking services should examine downtown parking locations and loading zones that could be modified into flex zones to allow for more parking while maintaining current loading and unloading zones for businesses.

8. Parking Services should identify and promptly implement technology solutions such as payment kiosks, smart phone payment and more efficient credit card payment that will improve the parking experience and reduce the costs of collections and enforcement.

Passed by the City Council this ____ day of October, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

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

10/31/2016

<u>Date Rec'd</u>	10/19/2016
<u>Clerk's File #</u>	RES 2016-0090
<u>Renews #</u>	

<u>Submitting Dept</u>	FIRE	<u>Cross Ref #</u>	OPR 2016-0858
<u>Contact Name/Phone</u>	DAVID 625-7030	<u>Project #</u>	
<u>Contact E-Mail</u>	DSTOCKDILL@SPOKANEFIRE.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolution	<u>Requisition #</u>	RE 18244
<u>Agenda Item Name</u>	1970 - OPTICOM TRAFFIC SIGNAL PREEMPTION EQUIPMENT		

Agenda Wording

The Fire Department is requesting authorization to purchase Opticom traffic signal preemption equipment from Advanced Traffic Products Incorporated (ATP) The cost of this sole source procurement is estimated at \$600,000, including taxes.

Summary (Background)

The Fire Department is requesting authorization to purchase Opticom traffic signal preemption equipment from Advanced Traffic Products Incorporated (ATP). ATP is the sole distributor of this equipment in the state of Washington. This upgraded Opticom equipment, manufactured by Global Traffic Technologies (GTT), is compatible with the existing Opticom system currently in use. This purchase will save approximately \$675,000 and will shorten the overall installation process by approximately 5 years.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 600,000	#	5901-79125-94000-56401
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	WILLIAMS, BOBBY	<u>Study Session</u>	PSC 10/17/16
<u>Division Director</u>	WILLIAMS, BOBBY	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Dstockdill	
<u>For the Mayor</u>	CODDINGTON, BRIAN	Korlob	
<u>Additional Approvals</u>		klamoreaux	
<u>Purchasing</u>	PRINCE, THEA	kripley	



ROBERT S. WILLIAMS
FIRE CHIEF

August 12, 2016

To: Theresa Sanders, City Administrator
Tim Dunivant, Director of Finance

Subject: Acceleration of Traffic Pre-Emption Equipment Purchase and Installation

The purpose of this document is to provide an overview of a proposal to accelerate the purchase of Traffic Pre-emption equipment (Opticom) for the City which would allow the acceleration of the installation of Opticom throughout the City as well as save the City approximately \$650,000 in overall system cost.

Background:

Traffic pre-emption equipment has been used in much of the urbanized area around the City of Spokane for a number of years. Spokane Valley Fire Department (SVFD) to the east and Spokane County Fire District 9 (FD 9) to the north, have had this equipment in place to help with response times for well over three decades. Due to financial restrictions as well as the age of and space in the City's traffic control equipment, there is a minimal amount of pre-emption equipment within the City. The largest amount of pre-emption equipment has been purchased and installed by FD 9 at key intersections along state highways in the northern part of the City of Spokane. Additional, since 2012, Opticom has been installed on new signalized intersections and several reconstructed signalized intersections in town.

In concert with FD 9, SFD/the City did share cost of some intersections along the City's north border streets with FD 9. However, the vast majority of signalized intersections within the City do not have pre-emption equipment. As outlined in the table below, only 47 of the 188 signalized intersections (not including Downtown) within the City, have pre-emption equipment.

Breakdown of City Intersections for Opticom Equipment	
Total Number of Signaled Intersections in City	261
Downtown Intersection - Traffic Dept does not want Opticom installed at this point	73
Subtotal - Intersections that could have Opticom	188
Initial Opticom Intersections completed	47
Subtotal	141
Intersections Partially completed with Opticom	18
Subtotal - Remaining Intersections needing Opticom (no downtown)	123

Recommendation G-2 of the 2013 Fire Service Task Team (FSTT) report suggested that the City pursue further deployment of traffic pre-emption devices throughout the City to help with response times by Spokane Fire Department units. To address the FSTT's Recommendation F-1, suggesting the City immediately address the replacement of FD's apparatus and equipment needs, the Mayor's office developed and the City Council approved a funding method to finance Public Safety capital equipment. The funding plan began with the adoption of the 2014 budget and has continued in adopted budgets since.

This capital funding plan has provided initial dollars for SFD capital which has included annual allocations toward the purchase and installation of pre-emption equipment with the goal of getting all signalized intersections completed as funding allows. In the first five years of the capital plan, the FD identified the need to complete 60 intersections costing approximately \$10,000 each for a total cost of \$600,000 (see table below). This allocation would only get one half of the 120 intersections (identified above) complete and it would take approximately five years to do so. It is anticipated that the remaining intersections installation would cost approximately \$750,000 and would not be completed until about 2025, if capital dollars continue to be funded.

	1st SIP Period	2nd SIP Period	3rd SIP Period	4th SIP Period	5th SIP Period	
	Aug 2014-July 2015	Aug 2015-July 2016	Aug 2016-July 2017	Aug 2017-July 2018	Aug 2018-July 2019	Total
SIP Allocation						
towards Pre-Emption	\$90,000	\$80,000	\$140,000	\$170,000	\$120,000	\$600,000
Equipment						

Besides the funding limitation needed to purchase the pre-emption equipment, the other challenge the City faces with the installation of Opticom, is the age of our signalization equipment. The preemption equipment costs approximately \$5,150 per intersection and equipment installation cost is about \$5,000 per intersection (on an intersection with 4 approaches). The installation cost is higher and takes longer due to the difficulty of running the wires through confined spaces and connecting to older technology controller cabinets. Below is a breakdown of estimated cost to purchase the equipment and install pre-emption equipment at the 120 signalized intersections.

<u>Cost Estimate - Older Technology</u>	
<u>Uses IR - Infrared Technology</u>	
IR Opticom System (currently installed but older technology)	
Equipment Cost per Intersection	\$5,148
Intersections needing Opticom (no downtown)	120
Total Cost for Equipment for Intersections (no tax)	\$617,760
Total cost for vehicle emitters (52 * \$1295 per unit)	\$67,340
Sales Tax on Equipment	\$59,604
Total Cost for Equipment for Intersections (with tax)	\$744,704
Labor to Install per Intersection	\$5,000
Total Labor Cost to Install Equipment at 120 Intersections	\$600,000
Total All costs using Older Technology (with tax)	\$1,344,704

Proposal:

Fortunately, technology associated with pre-emption equipment is changing and this change is providing an opportunity for the City, and for our efforts to get Opticom equipment purchased and installed at a lower cost and in a shorter timeframe.

Historically, pre-emption equipment utilized IR – Infrared Technology, which caused the equipment to be more expensive and the installation to be significantly more challenging and time consuming with our signalization equipment/staff. Pre-emption operations are now using GPS technology that allows better pricing for equipment, but more importantly much lower installation costs due to much easier installation. Based on estimates by the City's signal staff, per intersection costs can be reduced from ~ \$5,000 to \$1,000 per intersection. And it is estimated that as more experience is gained through installation of the new technology equipment, the more streamlined the process will become.

Pursuing the change to the new technology will create a “blended” system with a combination of old and new technology. It is not expected that we would go back and change existing intersection equipment/ operations. This would mean that SFD apparatus would have two Emitter systems sending signals to intersections. As changes occur to signalization equipment at those existing Opticom intersections, the equipment can be updated. In an effort to expand this new technology pre-emption network, the vendor is offering a one-time offer for purchase to complete our Opticom network. The cost details are outlined in the chart below.

<u>Cost Estimate - Newer Technology</u>	
<u>Uses GPS Technology</u>	
GPS Opticom System (Newer technology)	
Equipment Cost per Intersection	\$3,237
Intersections needing Opticom (no downtown)	120
Total Cost for Equipment for Intersections (no tax)	\$388,410
Cost for Dual Emitters (Units without Opticom Now - 47 units * \$1925 per unit)	\$90,475
Cost for GPS Emitters (Units with IR but need GPS - 27 units * \$1650 per unit)	\$44,550
Sub-Total Equipment for Newer Technology (no tax)	\$523,435
Sales Tax on Equipment	\$45,539
Total Cost for Equipment for Intersections (with tax)	\$568,974
Labor to Install per Intersection	\$1,000
Total Labor Cost to Install Equipment at 120 Intersections	\$120,000
Total Cost per Intersection - Newer technology (with tax)	\$688,974

SFD and Streets have tested the new technology and believe that it will work well in Spokane and allow the City to move forward with pre-emption installation much quicker if funding could be secured to purchase the equipment. With the funds previously identified for Opticom in the 3rd-5th SIP periods and with approximately \$50,000 remaining in in period 2 budget, approximately \$480,000 of the \$689,000 proposal amount, is already budgeted. This results in approximately \$209,000 un-budgeted dollars that would be needed to fund the proposal. (see chart below).

	1st SIP Period	2nd SIP Period	3rd SIP Period	4th SIP Period	5th SIP Period	
	Aug 2014-July 2015	Aug 2015-July 2016	Aug 2016-July 2017	Aug 2017-July 2018	Aug 2018-July 2019	Total
SIP Allocation towards Pre-Emption	\$90,000	\$80,000	\$140,000	\$170,000	\$120,000	\$600,000
\$ avail going forward		\$50,000	\$140,000	\$170,000	\$120,000	\$480,000
Proposed cost for new Technology						\$689,000
Funding needed - Not Budgeted						\$209,000

Summary:

Had this opportunity not occurred, the city would need to budget approximately \$150,000 per year for the 5 years beyond July 2019 (SIP period 5). Additionally, the installation of pre-emption equipment for the 120 intersections, would not expect to be completed before 2025. If the City can move forward with accepting and funding this proposal, it would save approximately \$655,000 and shorten the time for pre-emption installation significantly.

It is the recommendation of SFD and Streets to move forward with accepting this proposal if funding can be secured. The vendor is willing to finance the purchase if the City chooses to pursue that path but it is more likely that better rates could be obtained through borrowing internally.

Below is more detailed information of the proposed system cost as well as Advantages and Disadvantages of moving forward. If you have questions or need additional information, please let me know.

Thank you in advance for your consideration.



Bobby Williams
Fire Chief

xc: Assistant Fire Chief Brian Schaeffer
Division Chief David Stockdill
Mark Serbousek, Streets
Andrew Schenk, Streets
Bob Horrocks, Streets
Val Melvin, Signals

Cost Proposal for System Wide Deployment					
Qty	Description	Price per item	Extended Price (no tax)	Sales tax	Total (with tax)
120	764 multimode phase selector	\$1,513.05	\$181,566.00	\$15,796.24	\$197,362.24
120	768 AIP (auxiliary interface panel)	\$165.00	\$19,800.00	\$1,722.60	\$21,522.60
120	3100 Series mast-mount radio receiver	\$1,474.00	\$176,880.00	\$15,388.56	\$192,268.56
120	GPS Cable	\$84.70	\$10,164.00	\$884.27	\$11,048.27
27	2100 Series Vehicle kit (labor not included)	\$1,650.00	\$44,550.00	\$3,875.85	\$48,425.85
47	Multimode vehicle kits (labor not included)	\$1,925.00	\$90,475.00	\$7,871.33	\$98,346.33
	Total (does not include Installation or applicable shipping)		\$523,435.00	\$45,538.85	\$568,973.85
	Total Labor Cost to Install Equipment at 120 Intersections				\$120,000
	Total Cost with Discount for New Technology (includes install & tax - no shipping included)				\$688,973.85

Advantages of New Technology and System Wide Deployment				
Risk Management - Reduces risk to City by getting system complete more quickly.				
Getting more intersections completed allowing for increased safety and improved response time.				
Gets key intersections on Division & Wellesley completed which could not occur with older technology due to costs & equipment limitations.				
Allows completion of 21 intersections that could not have been done with IR without spending several million dollars.				
Cost is less - Capital cost and install cost reduced.				
Capital cost is spread over shorter period of time.				
Significantly easier for Traffic/ Streets to install.				
GPS, newer technology, has less impact on traffic flow because it is directionally controlled by turn signal.				
Risk Management - Reduces risk to City by getting system complete more quickly.				
Disadvantages of New Technology and System Wide Deployment				
Requires sole sourcing of system.				
- This may already be the case because the State of WA has determined that they will install Opticom equipment on all State highways.				
Lose light on cross bar for identifying for responders when the intersection is captured.				

How does the GPS Technology Work?				
There is a "Puck" on the roof of fire apparatus that is part of the system.				
Every GPS intersection has a receiver that captures GPS information.				
Fire truck sends location to Satellite that communicates to intersections.				
System determines who is going to get the Green light first based on fire truck location.				
New GPS intersections will not have capture lights therefore fire truck driver operates as normal based on traffic light (will get green light earlier).				
Note: Many Fire Departments operate without capture lights and drive based on traffic light signal.				
City of Spokane Opticom System would be a Mixed System				
It is not intended to go back and replace old technology equipment at intersections. New technology equipment will be ingrate.				
Existing equipment on fire apparatus would work with old equipment and new equipment on fire apparatus would work with new equipment.				
Thus the system will be a mixed system.				
Going forward, all intersections receiving Opticom equipment would receive New technology equipment.				
Since there is less work to installing New technology equipment, Traffic/Streets will likely be able to activate new intersections more rapidly.				
It would be necessary to interface with neighboring departments have Opticom equipment to encourage new emitters for their apparatus.				
Note: Existing equipment will continue to work on intersections with Old technology equipment.				



CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane WA 99201

SOLE SOURCE JUSTIFICATION FORM

Requisition Item: _____

Requisition Number: _____

Prior Purchase Order Number (if item had been approved previously): #014380-000 4/15 - \$22,008 (8-764s)

Opticom model 764 Multimode is current standard for Spokane traffic signals.

Funding Source for Purchase (list specific grant or other source of funds) See Traffic Signal Dept.

1. Describe the item and its function.

Opticom is manufactured by GTT, Inc, and distributed by Advanced Traffic Products, Inc. in Washington. The Spokane Fire Department has used the Opticom Infrared (IR) System for traffic signal preemption since 2002. The system improves response times, reduces accidents and reduces liability exposure. The purpose of this request is to expand the Opticom System using next generation Radio/GPS technology.

2. The item is a sole source* because:

- ☒ sole provider of a licensed or patented good or service
- ☒ sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- ☒ sole provider of goods and services for which the City has established a standard**
- ☒ sole provider of factory-authorized warranty service
- ☒ sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (detail below or in an attachment)
- ☐ the vendor/distributor is a holder of a used item that would represent good value and is advantageous to the City (attach information on market price survey, availability, etc.)

3. What necessary features does this vendor provide which are not available from other vendors? Be specific. See the attached letter from the manufacturer.

4. What steps were taken to verify that these features are not available elsewhere?

- ☐ other brands/manufacturers were examined (list phone numbers and names, and explain why these were not suitable):
- ☐ other vendors were contacted (list phone numbers and names, and explain why these were not suitable):

☐ other (please explain):
SOLE SOURCE JUSTIFICATION FORM

Page 2

Department: _____

Department Contact: _____ Phone: _____

Requested Vendor: Advanced Traffic Products, Inc.

Vendor's Address: 1122 Industry Street, Bldg. A Everett, WA 98203

Vendor Contact: Mike Singson Phone: (425) 347-6208

Cost Estimate: \$579,528.89 including estimated sales tax

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signature of Requestor
(must be an authorized Department Buyer)

Date

Signature of Department Head or Designee

Date

Approval by Purchasing (when applicable)

Date

Approval by Grants Management
(Required for grant funded purchases)

Date

* Sole Source: only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation.

** Procurements of items for which the City has established a standard by designating a brand or manufacturer or by pre-approving *via* a testing shall be competitively bid if there is more than one vendor of the item.

October 6, 2016

Mr. David Stockdill
Division Chief
Spokane Fire Department
44 W. Riverside Ave.
Spokane, WA 99201

Dear Mr. Stockdill:

This letter is being sent in response to your request regarding the Opticom™ priority control system. Opticom is manufactured by Global Traffic Technologies, LLC (“GTT”), which was spun from 3M in 2007. Since 1968, Opticom has been the standard in priority control, now totaling more than 3,100 customers, 70,000+ intersections and 70,000+ vehicles worldwide. Worth noting, GTT’s Opticom system is used in 41 of the 50 largest U.S. cities, amongst many other deployments in Canada, Europe and the Middle-East.

GTT invests heavily in research and development to ensure its customers always receive the best value and most feature-rich solutions when buying priority control. This effort has led to more than 100 patents, either granted or in-process.

While the topic of a mixed system sometimes emerges, please note that GTT designs, develops and tests each Opticom component as part of a “matched component system.” This means that “mixing” non-Opticom components raises concerns, including:

- Security is accomplished through Opticom’s proprietary design, which prevents unauthorized use of the system. Mixing components would significantly reduce or even eliminate the security measures GTT has built into the Opticom solution
- Mutual aid to and/or from surrounding communities depends on compatibility amongst signal priority solutions. The use of Opticom components with non-Opticom components has not been designed or tested by GTT
- Proper testing of compatibility would require inclusion of all of the potential operating scenarios (temperature, humidity, electrical and accelerated life) and third-parties. Further, testing would need to be repeated each time an Opticom or third-party component was updated, making testing impractical. While the Opticom matched component system is guaranteed, mixing Opticom components with non-Opticom components voids the warranty of the connected Opticom components and transfers the liability of any such incompatibility from the manufacturer to the customer

- The Opticom model 764 phase selector (installed within your agency's cabinets) is not compatible with other brands' GPS emitters
- The Opticom Central Management Software is a proprietary software program for the Opticom system that is not compatible with any other vendor's equipment or software

For the above reasons, GTT strongly recommends keeping the Opticom system whole.

Please contact GTT if you have further questions or if you require additional detail. GTT will also provide a list of references if you'd like to talk with others about this topic.

Sincerely,

Mike Haldane
Vice President of Global Marketing
651-789-7329
mike.haldane@gtt.com



It's About Time

Opticom Preemption System

Agency	Spokane Fire Department	Date	10/11/2016		
Contact	Division Chief David Stockdill	Phone No.			
Address	44 W. Riverside Ave.	Fax No.			
City	Spokane	State	WA	Zip Code	99201
Project	Opticom GPS Expansion	County			
		ATP Sales Rep	Mike Singson		

Qty	Model No.	Description	Unit Price	Price
123	764	Opticom 764, 4 Channel MultiMode Phase Selector	\$2,751.00	\$338,373.00
123	768	Opticom Aux. Interface Panel	\$300.00	\$36,900.00
123	3100	GPS Radio Unit (mast mount)	\$2,680.00	\$329,640.00
45	1070 - 500'	GPS Installation Cable (500')		\$18,942.00
		Vehcile Equipment:		
27		GPS Vehicle Kit (High Priority)	\$3,000.00	\$81,000.00
47		Multimode IR/GPS Vehicle Kit (High Priority)	\$3,500.00	\$164,500.00
		List Price Total		\$969,355.00
		2016 End of Year Promotion (45% Savings)	0.45	-\$436,209.75
		SubTotal Less Promotion Discount		\$533,145.25
		Estimated Sales Tax	0.087	\$46,383.64
		*Offer Expires 12/31/16		
		**Package sold complete		
		***760 Card Rack provided as needed not to exceed 123 units		
		Spokane Cost		\$579,528.89

This quote will be honored until December 31, 2016

Advanced Traffic Products does not provide installation service

Sales tax is estimated and to be confirmed by City of Spokane

Pricing reflects quantity and promotional discounts

1122 Industry Street, Bldg. A Everett, WA 98203 (425)347-6208

www.advancedtraffic.com

Briefing on Fire Department Items for Public Safety Committee Meeting October 18, 2016

Agenda Items

Opticom Sole Source:

A sole source purchase from Advanced Traffic Products (Regional Distributor of Opticom System) will be moving forward to allow the equipping of 123 intersections in Spokane with interoperable technology. Recommendation G-2 of the 2013 Fire Service Task Team (FSTT) report suggested that the City pursue further deployment of traffic pre-emption devices throughout the City to help with response times by Spokane Fire Department units. To address the FSTT's Recommendation F-1, suggesting the City immediately address the replacement of FD's apparatus and equipment needs, the Mayor's office developed and the City Council approved a funding method to finance Public Safety capital equipment. The funding plan began with the adoption of the 2014 budget and has continued in adopted budgets since.

The current proposal for sole source allows us to accelerate the equipping of intersections with leading technology that will work seamlessly with our auto/mutual aid partners and most importantly improve the safety of our responders while also improving the outcome of life threatening conditions.

The total SIP Cost for purchase and installation of the technology is expected to be \$702,529.

Updates- SAFER Grant:

The department is moving forward with a plan to address the projected need for the hiring of firefighters for the Staffing for Adequate Fire and Emergency Response Grants (SAFER). We met Monday October 10, 2016 with Local 29, Civil Service and Public Safety Testing to build a plan that can address the needs of the City and compliance with the Grant. Two exams will be held to update the list(s) with enough possible candidates. The first exam was held on October 9 and the second will be held on October 29/30. Candidate selection will follow with an aggressive schedule for hiring. The demographics from the last two exams are attached.

Survey and Rating Analysis Report:

A draft report was delivered to the SFD indicating that the City's Rating will remain a three. Mr. Robert Ferrell sent the final report via email with a cover letter this week. The final report is attached.

Storm Readiness:

Councilwoman Mumm requested information regarding the following two questions:

1. Is each fire station self-sufficient should another windstorm-like event occur?
2. Have we purchased all of the necessary equipment?
 - a. Including: uniforms, refrigeration, strong enough generators, chainsaws, etc.

Division Chief Stockdill has indicated that each station is as self-sufficient as they were before the storm. No new generators have been purchased, however the existing generators have all been serviced and are ready to go for the next event. Purchasing 16 generators to equip each station may not be the most cost effective way to deal with this type of emergency. Logistics issues with buying all the generators, maintaining them, keeping fresh fuel in them, securing them at fire stations etc. are all questions that would need to be answered prior to allocating dollars to this project versus protective equipment or other budgetary items that are used daily. The staff is considering grant opportunities for station backup systems such as the 2016 AFG Grant, however even in the grant review process firefighter safety programs have a much higher priority. For November 2015 event,

RESOLUTION NO. 2016-0090

A Sole Source Resolution declaring Advanced Traffic Products (Regional Distributor of Opticom System) and associated software for use in the equipping of approximately 123 intersections in Spokane with interoperable technology as sole source and thus authorizing its purchase at an estimated cost of \$600,000, including taxes.

WHEREAS, the City system of street/traffic lights has standardized its emergency operation regarding traffic pre-emption devices throughout the City in response to Recommendation G-2 of the 2013 Fire Service Task Team (FSTT) report suggested that the City pursue further deployment of traffic pre-emption devices throughout the City to help with response times; and

WHEREAS, this equipment incorporates a comprehensive information and monitoring system for the City's street/traffic lights to help with Emergency response times by Spokane Fire Department (SFD) units; and

WHEREAS, to address the FSTT's Recommendation F-1, suggesting the City immediately address the replacement of SFD's apparatus and equipment needs, the Mayor's office developed and the City Council approved a funding method to finance Public Safety capital equipment; and

WHEREAS, the Department can maximize operation and maintenance benefit to adhere with the Public Safety funding plan, which began with the adoption of the 2014 budget and has continued in adopted budgets since; and

WHEREAS, the current proposal for sole source with Advanced Traffic Products (Regional Distributor of Opticom System), allows us to accelerate the equipping of street/traffic light controlled intersections with leading technology that will work seamlessly with SFD's auto/mutual aid partners and most importantly improve the safety of our responders while also improving the outcome of life threatening conditions; and

WHEREAS, the choice of Advanced Traffic Products (Regional Distributor of Opticom System) will provide quality standardized equipment which is compatible with SFD's current traffic preemption requirements; and

WHEREAS, the 2016 public bid limit for the purchase of goods is \$48,700.00;

-- Now, Therefore,

BE IT RESOLVED by the city council for the City of Spokane that it hereby declares Advanced Traffic Products (Regional Distributor of Opticom System) and

associated software sole source, and authorizes its purchase at an estimated cost of \$600,000, including taxes.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

16-762

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

10/31/2016

Date Rec'd

10/17/2016

Clerk's File #

ORD C35327

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ELDON BROWN 625-6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

Final Reading Ordinance

Requisition #Agenda Item Name

0670 - PARK COURT FINAL READING

Agenda Wording

Vacation of the north 66 feet of Park Court and a portion of an un-named right-of-way that is north of Mission Avenue and east of South Riverton Avenue as requested by Whipple Consulting Engineers. (Chief Garry Park Neighborhood Council)

Summary (Background)

This ordinance was read for the first time on November 30, 2015. Precedent conditions have been met and Ordinance C35327 is hereby returned for Final Reading.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study SessionDivision Director

MALLAHAN, JONATHAN

OtherFinance

KECK, KATHLEEN

Distribution ListLegal

RICHMAN, JAMES

Engineering AdminFor the Mayor

CODDINGTON, BRIAN

ebrown@spokanecity.org

Additional Approvals

edjohnson@spokanecity.org

Purchasing

sbishop@spokanecity.org

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. ORD C35327

An ordinance vacating the north 66 feet of Park Court and a portion of the adjacent alley and more particularly described below;

WHEREAS, a petition for the vacation of the north 66 feet of Park Court and a portion of the adjacent alley has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That a petition for the vacation of the north 66 feet of Park Court and a portion of the adjacent alley, more particularly described below, is hereby vacated. Parcel number not assigned.

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE NORTH 66 FEET MORE OR LESS OF PARK COURT ADJACENT TO THAT PORTION OF LOT 1, BLOCK 55, C.L. MARSHALLS SUBDIVISION OF A PORTION OF BLOCK 55, DATED AUGUST 17, 1889; FURTHER DESCRIBED AS THE NORTHEERLY 139 FEET IN THE LENGTH, FOR THE WESTERLY BOUNDARY.

AND;

THE ALLEY ADJACENT TO LOTS 1,2,3,4,5,6, AND 7, AS NOTED ON THE PLAT OF "LARUE'S SUBDIVISION OF LOTS 3,4,5, AND 6, C.L. MARSHALL'S SUBDIVISION, BLOCK 55, SOUTHEAST ADDITION, ROSS PARK, SPOKANE WASHINGTON", DOCUMENT NO. 3100519, DATED APRIL 1, 1909

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, Qwest, Comcast and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
November 11, 2015**

LOCATION: The north 66 feet of Park Court and the alley between lots 1,2,3,4 Block 55 of Larue's Subdivision and lots 5,6,7 of block 55 of Larue's Subdivision.

PROPONENT: Whipple Consulting Engineers

PURPOSE: Site Development

HEARING: November 30, 2015

REPORTS:

AVISTA UTILITIES – It looks like Avista has an overhead line in that road which serves some of the surrounding properties that we would need to leave in place. It is kind of unusual that we don't have gas in the vicinity but I would assume that if they are building something on this large parcel, we will probably need to get gas into it as some point. Please have an easement reserved for AVA through that 30' alley/street. We would not need anything on the north 66' of Park Ct.

COMCAST – We have a cable plant in this area serving homes. We would need access to this cable.

CENTURYLINK – No comments

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

FIRE DEPARTMENT – No objection

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – The vacation of Park Ct. will landlock a parcel on the NE side. Said parcel will need to be aggregated prior to vacation. There is an existing water line that appears to be in the proposed alley vacation. Must have easement or reroute prior to vacation.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – No concerns as long as a BLA is a condition of approval. You can't create a land-locked parcel.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – The Street Department has no objection to the proposed vacation.

WASTEWATER MANAGEMENT – Approved provided on site runoff be maintained and treated on site.

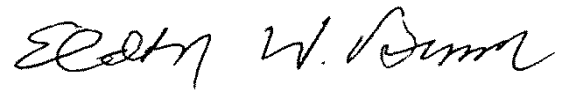
WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. Unless the cable facilities in the alley are not moved, an easement, as requested by Comcast, shall be retained to protect existing utilities.
2. Unless Avista's utilities are not moved, an easement across the unnamed street that is 30' in width, as requested by Avista Utilities be retained to protect existing utilities.
3. Adequate access for emergency and solid waste vehicles shall be maintained to existing and future buildings.
4. The existing Water tap for 1540 E South Riverton Ave must either be re-routed outside of the vacation area or an easement across the alley be retained to protect it.
5. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be **\$15,935.25**. and is to be deposited to Budget Account #3200 49199 99999 39510.
6. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2016**.

Principal Engineer – Developer Services

A handwritten signature in black ink, appearing to read "Edith W. Dunn". The signature is fluid and cursive, with the first name "Edith" being more prominent than the last name "Dunn".

EDJ/xxx

\stvac\Park Ct.

P1503399VACA - SITE MAP



Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections (lots), streets, etc. Not suitable for design purposes.

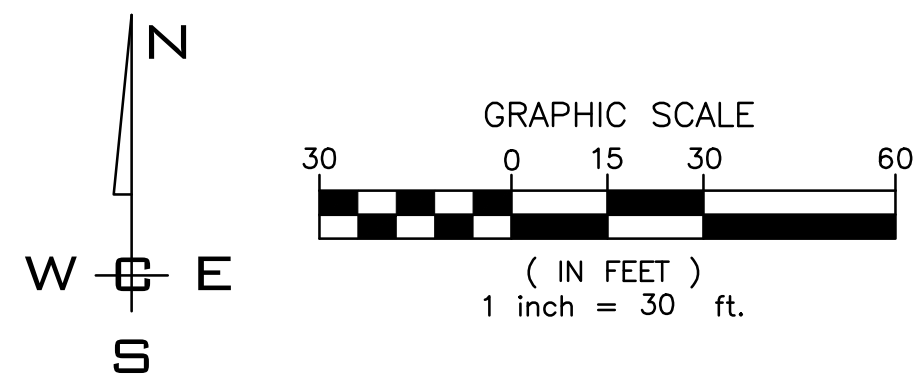
90 45 0 90 180 Feet



AREA

 **COSGIS**
City of Spokane GIS





SCALE: HORIZONTAL: 1"=30' VERTICAL: NA	PROJ #: 15-1432 DATE: 08/31/15 DRAWN: SMM REVIEWED: TRW	<div> <div>CIVIL</div> <div>STRUCTURAL</div> <div>SURVEYING</div> <div>TRAFFIC</div> <div>PLANNING</div> <div>LANDSCAPE</div> <div>OTHER</div> </div>	<div> <div>WCE</div> <div>WHIPPLE CONSULTING ENGINEERS</div> <div>2528 NORTH SULLIVAN ROAD</div> <div>SPOKANE VALLEY, WA 99216</div> <div>PH: 509-893-2617 FAX: 509-926-0227</div> </div>	RIVER VIEW LOFTS SITE PLAN 1601 E. MISSION AVE. SPOKANE, WA 99207	SHEET 14 OF 14
					JOB NUMBER
					15-1432

DISTRIBUTION LIST
VACATION OF PARK COURT AND A PORTION OF AN UN-NAMED
ADJACENT STREET

POLICE DEPARTMENT

ATTN: SGT JOHN GATELY

FIRE DEPARTMENT

ATTN: LISA JONES
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
DAUN DOUGLASS

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: SCOTT WINDSOR

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: SCOTT SIMMONS
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

MENDOZA, KATHY L
1623 E MISSION AVE
SPOKANE WA 99202-2619

DISTRIBUTION LIST
VACATION OF PARK COURT AND A PORTION OF AN UN-NAMED
ADJACENT STREET

WANG, WAN ZING & XIU LIAN
1707 E MISSION AVE
SPOKANE WA 99202-2621

RIVER HOUSE CONDOS HMOWNRS ASSOC
1610 E SOUTH RIVERTON AVE
SPOKANE WA 99207-5175

BREITHAUP, MARK P & TAMZEN N
6623 N VICTOR ST
SPOKANE WA 99208-3826

SPOKANE SCHOOL DISTRICT #81
200 N BERNARD ST
SPOKANE WA 99201-0206

RIVERTON, LLC
11808 E MANSFIELD AVE STE 1
SPOKANE VALLEY WA 99206-4795

VIETZ, BRIDGETT L/GREEN, KENNETH J
3870 CHILTON LN
SAN BRUNO CA 94066

ENOMOTO-SOUZA JOINT TRUST
68-238 AU ST
WAIALUA HI 96791

BEACH, LARRY
1624 E SOUTH RIVERTON AVE
SPOKANE WA 99207-5108

L'HEUREUX, ANDREW & SELENE
1627 E MISSION AVE
SPOKANE WA 99202

BLAGROVE, ANTHONY L
1031 CLYDE AVE #403
SANTA CLARA CA 95054

WANG, WAN ZING & XIU LIAN
PO BOX 210415
SAN FRANCISCO CA 94121-0415

ASTA PROPERTIES, LLC
PO BOX 501
COEUR D ALENE ID 83816

DAVES RENTALS, LLC
4924 N POST ST
SPOKANE WA 99205-5241

HELEN SANDIFUR & ASSOC. INC.
1108 E 27TH AVE
SPOKANE WA 99203-3349

COLEMAN, JAMES D / PARKER, JENNIFER N
35903 N DUNN RD
CHATTAROY WA 99003-8733

STEVENS, TRACY
17308 E ALKI AVE
GREENACRES WA 99016-9363

AME INVESTMENTS LLC
16616 N DARTFORD DR
SPOKANE WA 99208

SWEITZER, ERIK & LINDA
1816 E MARSHALL AVE
SPOKANE WA 99207

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: December 11, 2015

TO: Erik Johnson
Engineering Services

Clerk's File No.
ORD C35327

FROM: Terri Pfister, City Clerk

RE: Vacation of the north 66 feet of Park Court and a portion of the adjacent alley.

Attached is a copy of Ordinance C35327 for the vacation of:

Vacation of the north 66 feet of Park Court and a portion of the adjacent alley.

This ordinance was read for the first time on November 30, 2015, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.




City Clerk

12/17/15

Date

Precedent conditions have been met and Ordinance C35327 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 10/12/16

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

10/31/2016

<u>Date Rec'd</u>	10/17/2016
<u>Clerk's File #</u>	ORD C35447
<u>Renews #</u>	

<u>Submitting Dept</u>	PLANNING	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	L KEY / K 625-6184	<u>Project #</u>	
<u>Contact E-Mail</u>	KFRIEBOTT@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0650 - Z1500085COMP - QUEENB		

Agenda Wording

An ordinance RELATING TO application made by QueenB radio, planning file #Z1500085COMP AND amending the Land Use Plan Map of the City's Comprehensive Plan from "open space" to "centers and corridors core" for approximately 1.9 acres total described

Summary (Background)

This Application for a Comprehensive Plan Land Use Map Amendment is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on September 14, 21, and 28, 2016 to consider this amendment and has recommended approval of the amendment. Plan Commission Findings and Conclusions are attached.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	KEY, LISA	<u>Study Session</u>
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u> PED 6/20/16 & 10/17/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	Engineering Admin
<u>For the Mayor</u>	CODDINGTON, BRIAN	lkey@spokanecity.org
<u>Additional Approvals</u>		tblack@spokanecity.org
<u>Purchasing</u>		kfreibott@spokanecity.org
		jrichman@spokanecity.org
		sms@witherspoonkelley.com
		karinah@witherspoonkelley.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

as: the South 150 feet of the east 600 feet of government lot 8, NE quarter of Section 4, Township 24 North, Range 43 east; and amending the zoning map from "Residential Single Family" (RSF) TO "Centers and Corridors Type 2 - District Center" (CC2-DC).

Summary (Background)

Staff Report and SEPA Determination attached.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

jmallahan@spokanecity.org

ORDINANCE NO. C35447

AN ORDINANCE RELATING TO APPLICATION MADE BY QUEENB RADIO INC., PLANNING FILE #Z1500085COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "OPEN SPACE" TO "CENTERS AND CORRIDORS CORE" FOR APPROXIMATELY 1.9 ACRES TOTAL DESCRIBED AS: THE SOUTH 150 FEET OF THE EAST 600 FEET OF GOVERNMENT LOT 8, NE QUARTER OF SECTION 4, TOWNSHIP 24 NORTH, RANGE 43 EAST; AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY" (RSF) TO "CENTERS AND CORRIDORS TYPE 2 – DISTRICT CENTER" (CC2-DC).

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z1500085COMP was timely submitted to the City for consideration during the City's 2016 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z1500085COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 4-10" to "Residential 10-20" for 3.87 acres of the subject property and from "Residential 4-10" to "Residential 15-30" for 41.63 acres of the subject property. If approved, the implementing zoning designation requested is "Residential Two Family" (RTF) and "Residential Multifamily (RMF); and

WHEREAS, staff requested comments from agencies and departments on December 9, 2015, and a public comment period ran from May 10, 2016 to July 25, 2016; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 31, 2016; and

WHEREAS, the Spokane City Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendment on May 11, 2016; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 23, 2016 for the Comprehensive Land Use Plan Map and Zoning Map changes (“MDNS”). The public comment period for the SEPA determination ended on September 13, 2016; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the September 14, 21, and 28, 2016 Plan Commission Public Hearing was published in the Spokesman-Review on August 30, 2016 and September 6, 2016; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor’s record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on August 30, 2016; and

WHEREAS, the staff report for Application Z1500085COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 14, 21 and 28, 2016 for the Application Z1500085COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z1400085COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 9 to 0 to recommend approval of Application Z1500085COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z1500085COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Map is amended from “Open Space” to “Centers and Corridors Core” for 1.9 acres, as shown in Exhibit A.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from “RSF” to “CC2-DC” for this same area, as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2016.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Exhibit A

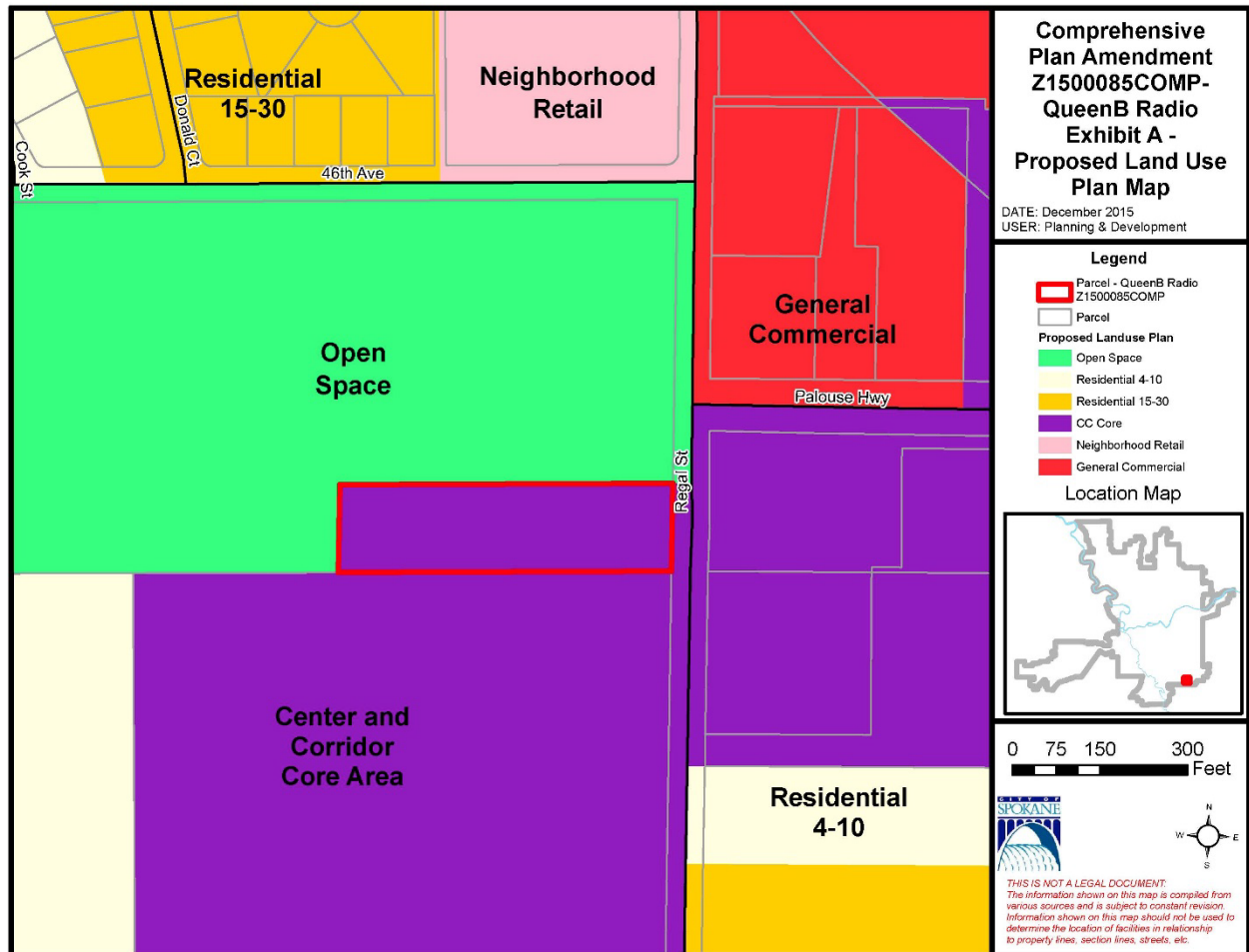
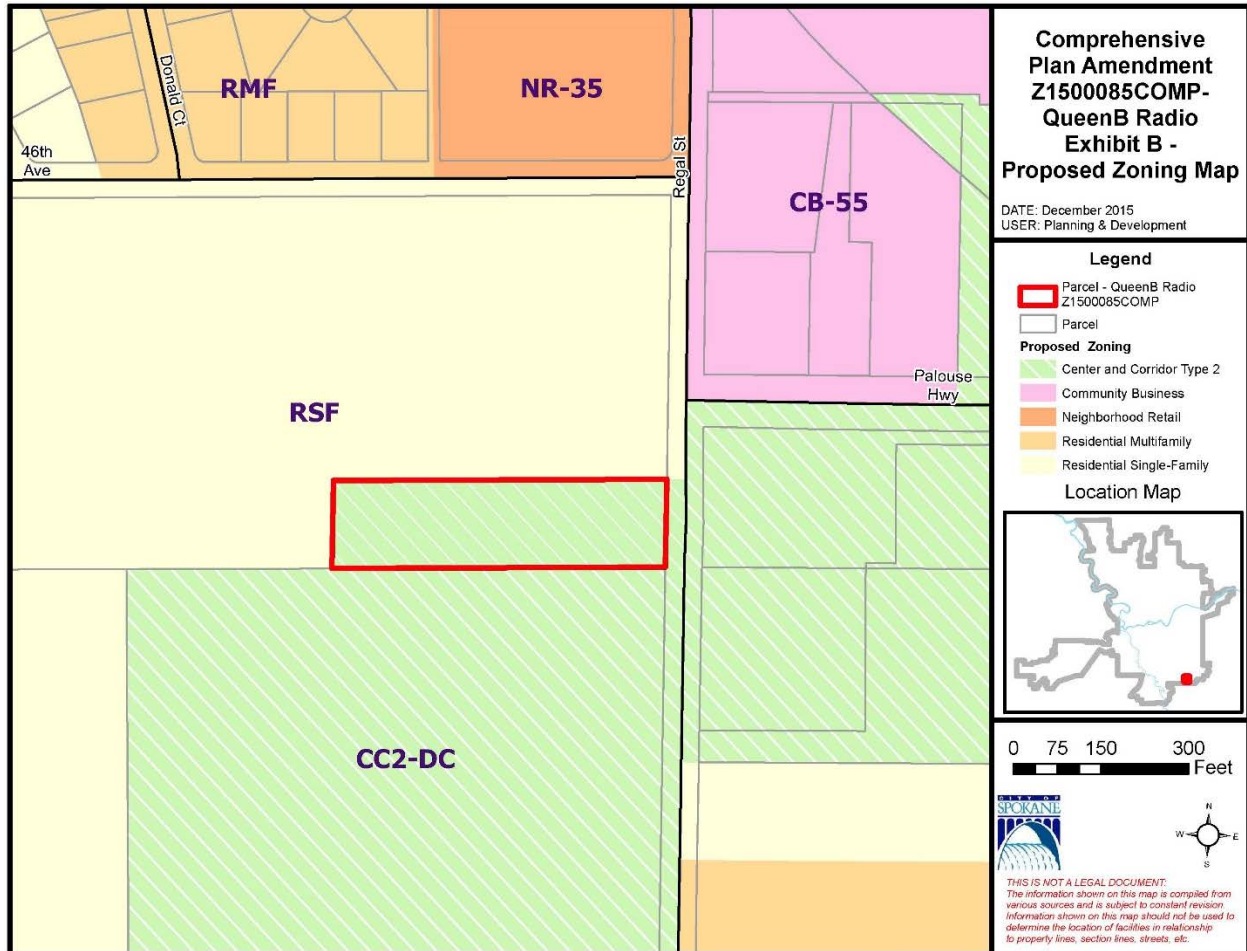


Exhibit B



**CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND
RECOMMENDATIONS ON THE COMPREHENSIVE PLAN LAND USE MAP
AMENDMENT FILE NO. Z1500085COMP**

A Recommendation of the City Plan Commission to the City Council in the matter of a proposed Comprehensive Plan Amendment application by Stanley Schwartz on behalf of QueenB Radio, Inc. to amend the land use plan designation from “Open Space” to “Centers and Corridors Core” on a 1.9 acre parcel located at 2651 E. 49th Avenue. The implementing zoning designations requested is “CC2-District Center”.

FINDINGS OF FACT:

- A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A).
- B. The City of Spokane adopted a Comprehensive Plan in May of 2001, in compliance with the requirements of the GMA, and has provided for periodic updates and annual amendments, as allowed under GMA.
- C. Under GMA, comprehensive plans may be amended no more frequently than once per year. All amendment proposals must be considered concurrently in order to be evaluated for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations. Pursuant to Spokane Municipal Code 17G.020.020 all applications submitted by the deadline and found to be complete, excluding a single application that was withdrawn by the applicant prior to the public comment period, have been considered concurrently and constitute the only amendments to the Comprehensive Plan this calendar year.
- D. Comprehensive Plan amendment application Z1500085COMP (see **Exhibit A-1**) was submitted by the October 31, 2015 deadline for Plan Commission review during the 2015/2016 amendment cycle, as required by Spokane Municipal Code 17G.020.060.C.
- E. The proposed amendment is to the Land Use Plan Map of the City’s Comprehensive Plan, which the application proposes to modify the land use designation of a single 1.9-acre property from “Open Space” to “Centers and Corridors Core”.
- F. The subject property is a single parcel, constituting a part of Government Lot 8 in the northeast quarter of Section 4, Township 24 North, Range 43 East in the City of Spokane, Southgate Neighborhood. This property was annexed into the City of Spokane in 1960 in combination with a number of other parcels.
- G. The subject property is located immediately northwest of the existing Southgate District Center.
- H. The core of the Southgate District Center consists of approximately 48.5 acres with approximately 85.1 acres of adjacent higher density zoning, in all totaling 133.6 acres. If this application is approved, the subject property would add an additional 1.9 acres, or 1.4 percent, to the existing District Center.

- I. The subject property is accessed via S Regal Street, a minor arterial, with secondary access via an access drive leading west from the intersection of S Regal Street and the Palouse Highway, which is itself also classified as a minor arterial in this location.
- J. The requested implementing zoning designation is "Centers and Corridors Type 2 – District Center" for the entire property.
- K. Staff requested comments from agencies and departments on December 9, 2015. Comments received are summarized as follows:
- Scott Engelhard of the County of Spokane Public Works (see **Exhibit PA-1**);
 - Dave Kokot, P.E., of the City of Spokane Fire Department (see **Exhibit PA-2**); and,
 - Eldon Brown, P.E., of the City of Spokane Planning & Development Department (see **Exhibit PA-3**).
 - Karl Otterstrom, AICP, of the Spokane Transit Authority (see **Exhibit PA-4**)
- L. A public comment period was originally set to run from May 10, 2016, to July 11, 2016 to provide a 60 day comment period. Due to the date of submittal of technical analyses required of another Comprehensive Plan Amendment application, the public comment period was extended by 14 days, through July 25, 2016. Comments received from the public included the following:
- John Murray, President of the Redhawk Homeowners Association (see **Exhibit P-1**);
 - Sandra Christensen of S Stone Street (see **Exhibit P-2**);
 - Tim and Paula Davenport of 2313 E 52nd Lane (see **Exhibit P-3**); and,
 - Ted Teske, Chair of the Southgate Neighborhood Council (see **Exhibit P-4**).
- M. The Southgate Neighborhood Council received a presentation from the applicant at their June 8, 2016 meeting.
- N. The Community Assembly received a presentation regarding the proposed 2015/2016 Comprehensive Plan amendment applications at their June 2, 2016 meeting.
- O. The Spokane Plan Commission held substantive workshops to study the requested amendment on May 11, 2016.
- P. A State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 23, 2016 by City of Spokane Planning; Lisa Key, Planning Director and SEPA Responsible Official (see **Exhibit S-1**). The public appeal period for the SEPA determination ends at 5pm on September 13, 2016.
- Q. On August 26, 2016 the Washington State Department of Commerce and appropriate state agencies were given the 60-day notice before adoption of any proposed changes to the Comprehensive Plan.

- R. Notice of the SEPA Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcement of the August 24, 2016 Plan Commission Public Hearing were published in the Spokesman Review on August 30, 2016 and September 6, 2016 and the Official City Gazette on August 31, 2016 and September 7, 2016.
- S. Notice of Public Hearing and SEPA Determinations was posted on the subject property and mailed to all property owners and tax payers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a 400 foot radius of any portion of the boundary of the subject property on August 30, 2016.
- T. The staff report provided an analysis of all the decision criteria for approval of a Comprehensive Plan amendment as prescribed by SMC 17.G.020, Comprehensive Plan Amendment Procedure.
- U. The Plan Commission held a public hearing on the requested amendment on September 14, 2016, which was continued to September 21, 2016, with deliberations held on September 28, 2016.
- V. As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given that opportunity to comment.

CONCLUSIONS:

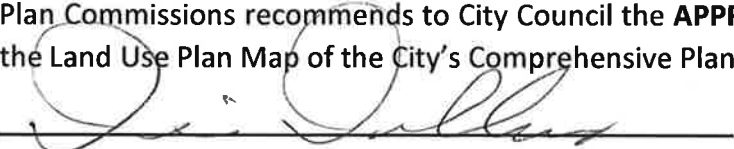
Based upon the application materials, technical studies, staff analysis, SEPA review, agency and public comments received, and public testimony presented regarding the requested Comprehensive Plan Amendment application File No. Z1500085, the Plan Commission makes the following conclusions with respect to the review criteria, as detailed in SMC 17G.020.030, and the decision criteria, as detailed in SMC 17G.020.060(M):

1. The proposed amendment to the comprehensive plan **IS** consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.
2. The proposed change **IS** consistent with the goals and purposes of the state Growth Management Act.
3. Infrastructure implications of the proposed comprehensive plan amendment **IS** reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.
4. The proposed amendment **IS** internally consistent with development regulations, capital facilities program, shoreline master program, the downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa.
5. The proposed amendment to the comprehensive plan **IS** consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

6. The 2015/2016 proposed Comprehensive Plan amendments **HAVE** been reviewed concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.
7. Adverse environmental impacts association with this proposed amendment **HAVE NOT** been identified.
8. A SEPA review **HAS** been completed on the requested amendment.
9. The proposed amendment **DOES NOT** adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.
10. The proposed land use designation **IS** in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).
11. The proposed map amendment and site **ARE** suitable for the proposed designation.
12. The map amendment **DOES** implement applicable comprehensive plan policies better than the current map designation.
13. The proposed amendment **IS** consistent with the Comprehensive Plan policies.
14. The applicant **HAS** presented enough evidence to justify the need for the proposed change to the Comprehensive Plan.
15. The proposed change to the Comprehensive Plan **IS NOT** more effectively or appropriately addressed through another aspect of the planning department's work program (neighborhood planning, writing new regulations, etc.).
16. The Plan Commission **DID** receive enough information from the applicant to be able to reach a decision based on the merits of the proposal.

RECOMMENDATION:

In the matter of Z1500085COMP, a request by Stanley Schwartz on behalf of QueenB Radio, Inc. to amend the land use plan designation from "Open Space" to "Centers and Corridors Core" on a 1.9 acre parcel located at 2651 E. 49th Avenue, with a corresponding zoning designation of "CC2-District Center", as based upon the above listed findings and conclusions, by a vote of 9 to 0, the Plan Commissions recommends to City Council the **APPROVAL** of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan.



Dennis Dellwo, President
Spokane Plan Commission
September 28, 2016

**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
1.9 acres west of S Regal St; QueenB/South Regal; File Z150085COMP**

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

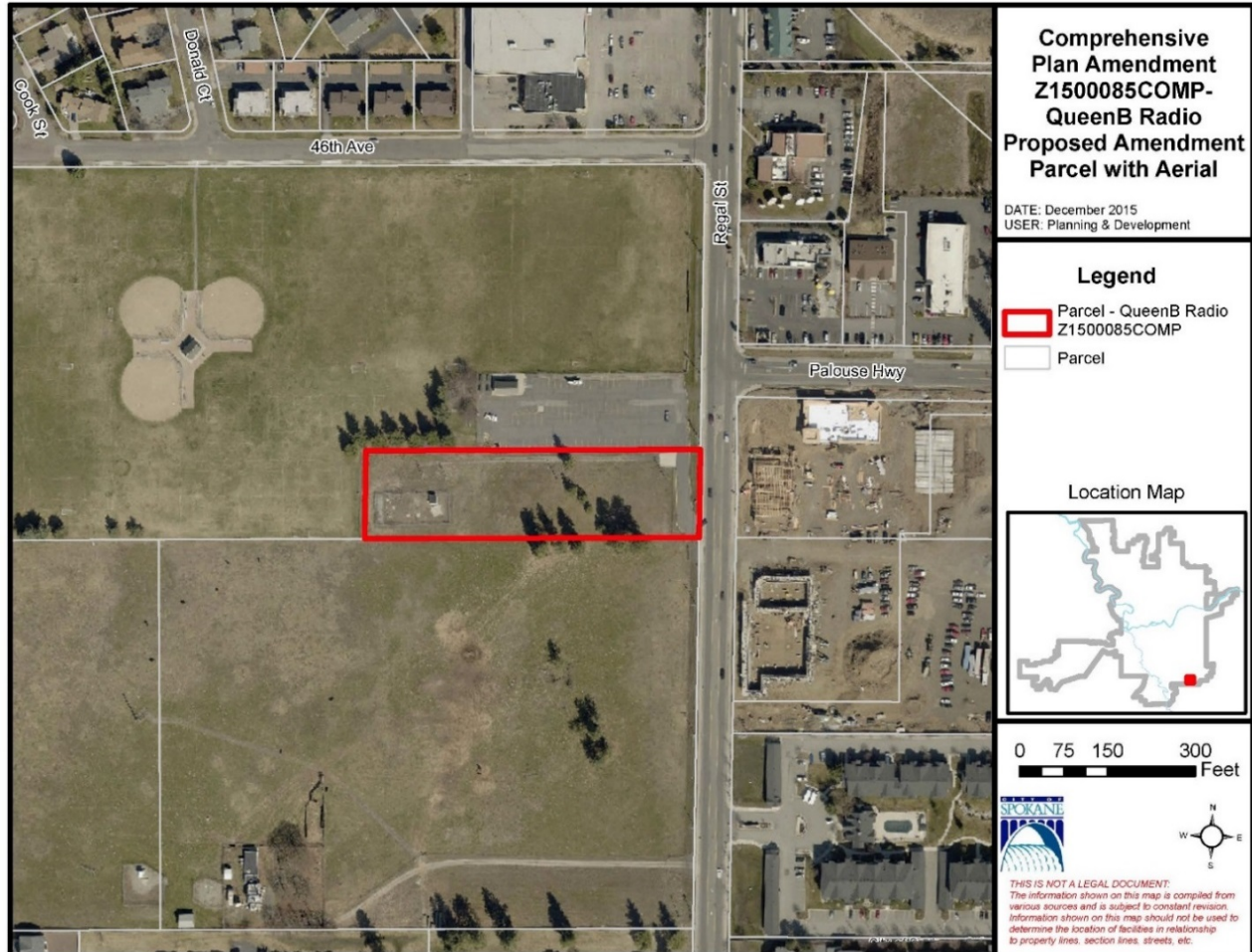
DESCRIPTION OF PROPOSAL:

The proposal is to change the land use of the properties from “Open Space” to “Centers and Corridors Core” with a concurrent change in zoning from “Residential Single Family” to “CC2-District Center.” The property is approximately 1.9 acres in size. No specific development proposal is being approved at this time.

II. GENERAL INFORMATION

Agent:	Mr. Stanley Schwartz, Witherspoon Kelley
Applicant/Property Owner(s):	Applicant: QueenB Radio, Inc. Property Owner: City of Spokane
Location of Proposal:	The subject site is one property located at 2651 E 49th Avenue, on South Regal Street, southwest of the intersection of South Regal Street and the Palouse Highway (Parcel 34041.0038).
Legal Description:	South 150 feet of the east 600 feet of government lot 8 in the NE1/4 of Section 4, T24N, R43E, Willamette Meridian, excepting the road.
Existing Land Use Plan Designation:	“Open Space”
Proposed Land Use Plan Designation:	“Centers and Corridors Core”
Existing Zoning:	RSF (Residential Single Family)
Proposed Zoning:	CC2-DC (Centers and Corridors Type 2 – District Center)
SEPA Status:	A SEPA threshold Determination of Non-Significance was made on August 23, 2016. The appeal period closed on September 13, 2016 (see Exhibit S-1).
Enabling Code Section:	SMC 17G.020, Comprehensive Plan Amendment Procedure.
Plan Commission Hearing Date:	The Plan Commission hearing date is scheduled for September 14, 2016 which potential continuation to the next meeting(s) of the Plan Commission.
Staff Contact:	Kevin Freibott, Assistant Planner; kfreibott@spokanecity.org

III. BACKGROUND INFORMATION



- A. Site Description:** The subject property is a single parcel, 1.9 acres in size, located southeast of the intersection of S Regal Street and the Palouse Highway, immediately south of the Southeast Sports Complex. The subject property, shown in red above, is currently owned by the City of Spokane but is subject to a purchase agreement with QueenB Radio, Inc. who is seeking to purchase the property from the City.

The subject property contains a now blocked-off driveway access for the Southeast Sports Complex parking lot and a single small outbuilding within a security fence. Frontage improvements exist along S Regal Street, including a curb and sidewalk. No other improvements exist on the property.

The blocked driveway on the property once provided the only access to the small 110-stall parking lot immediately north of the subject property, serving the Southeast Sports Complex. Not shown on the aerial photograph above are modifications made by others to the intersection of S Regal Street and the Palouse Highway to now provide access to those spaces directly from that intersection (see photograph on next page). Due to that new access, the driveway on the subject

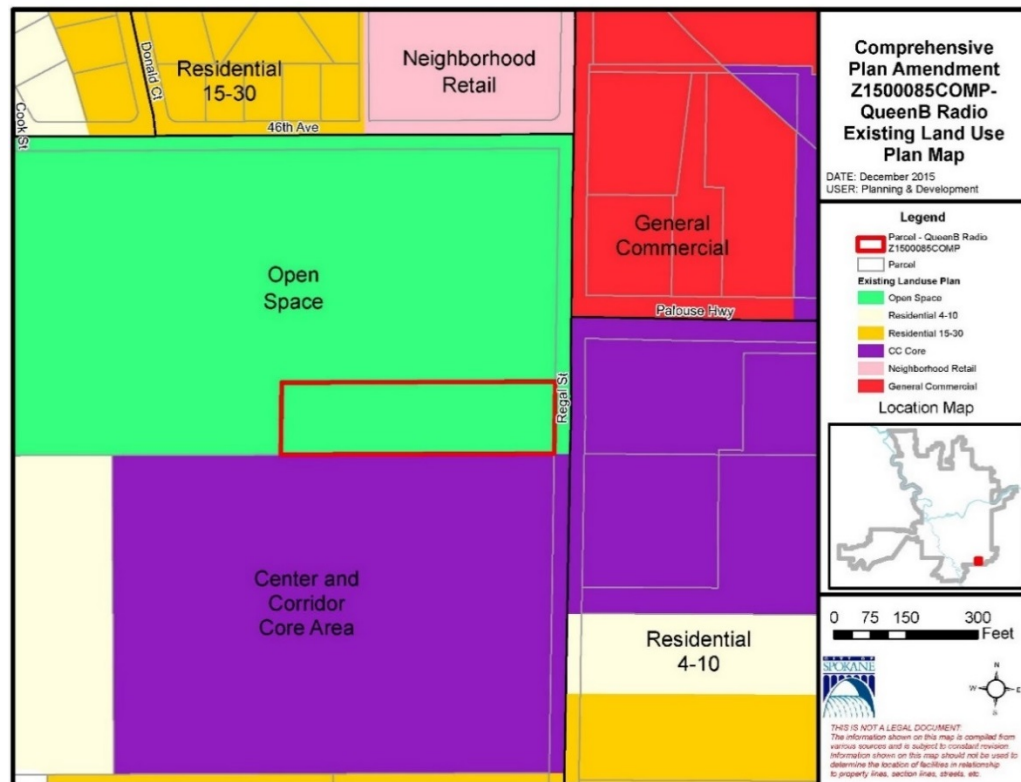
property is no longer required and has been blocked off by large concrete planters and modification of frontage improvements on S Regal Street.



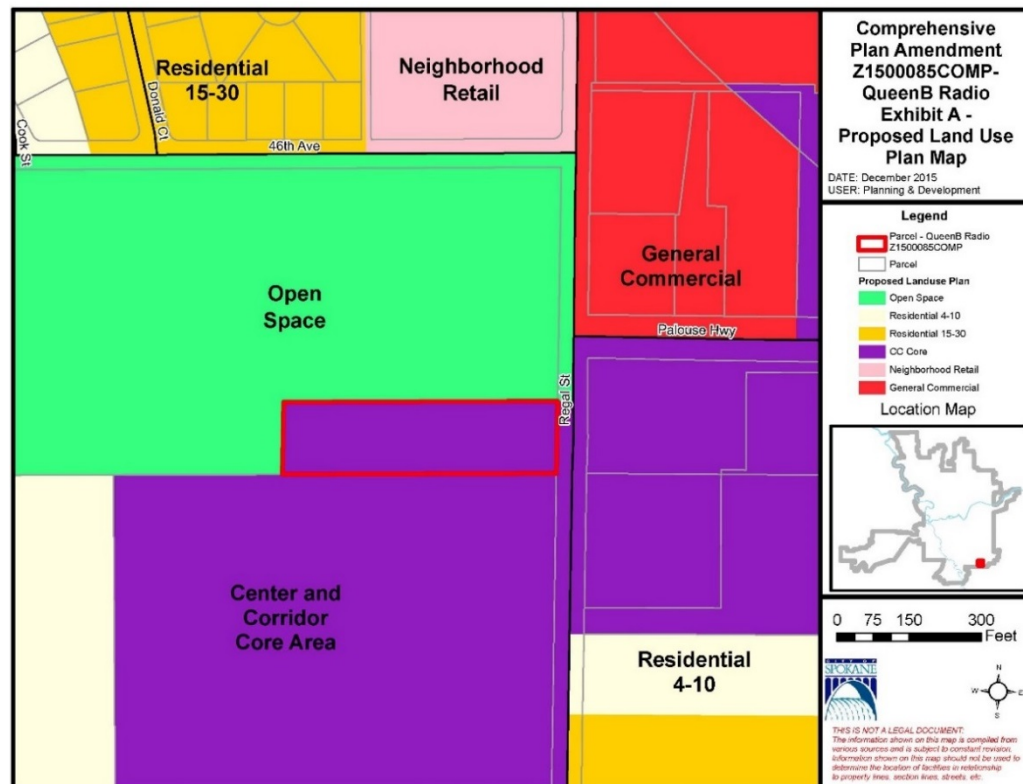
Recent Aerial Photograph – Subject Property Shown in Red.

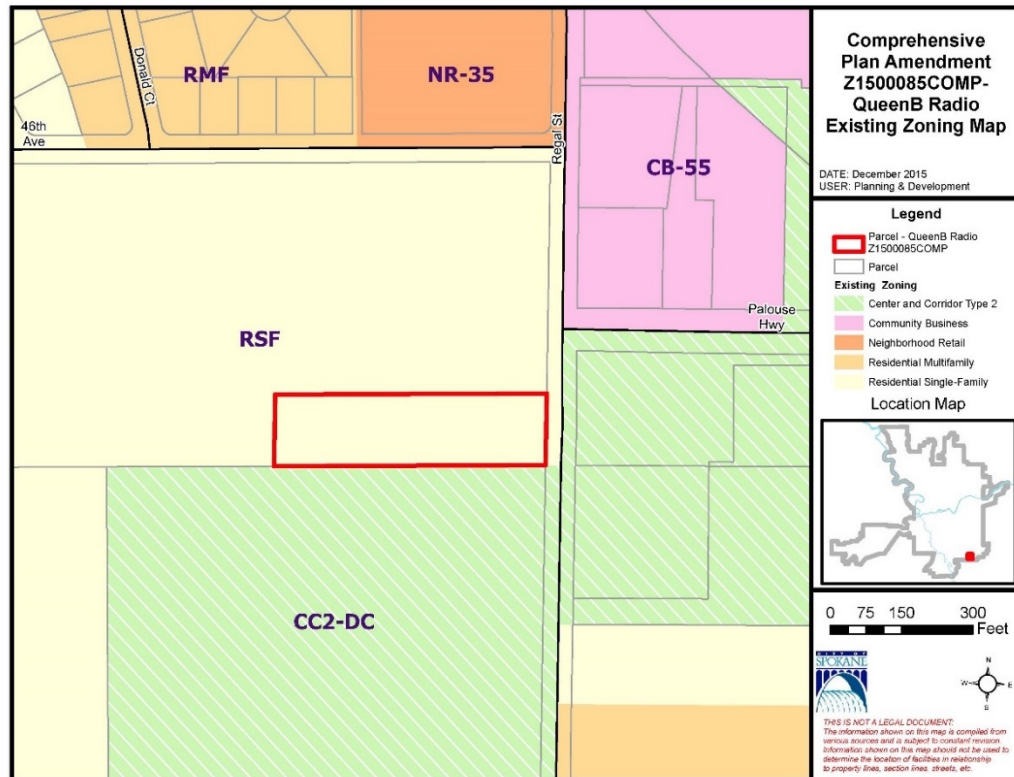
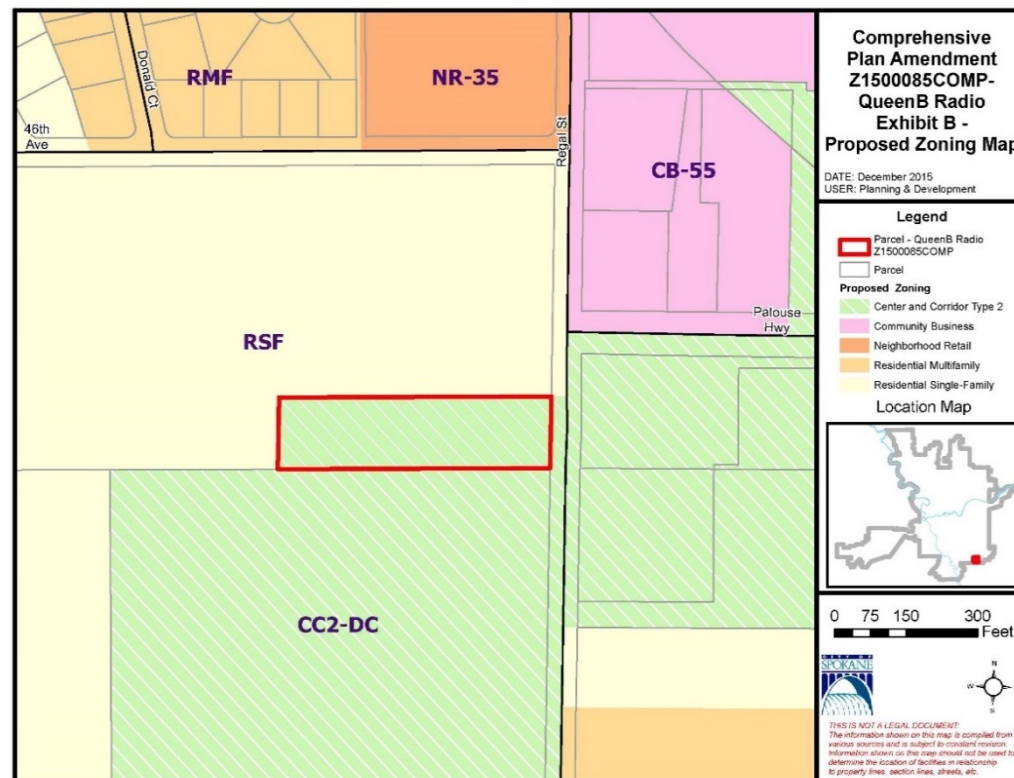
- B. Project Description:** Pursuant to the procedures provided in Spokane Municipal Code Section 17G.020, “Comprehensive Plan Amendment Procedure,” the applicant is requesting a comprehensive plan land use plan map designation change from “Open Space” to “Centers and Corridors Core.” If approved, the zoning would be changed from RSF (Residential Single Family) to CC2-District Center. The applicant’s proposal does not include any specific plans for development or improvement to the property. Development and improvement of the site would be subject to all relevant provisions of the City’s unified development code, including without limitation, Chapter 17D.010 SMC relating to concurrency. The Applicant also proposes to subject development of the site to the terms of a development agreement containing terms mirroring the terms in the development agreements required in connection with previous comprehensive plan amendments for the properties surrounding the site to the east and south (discussed further in paragraph L below).

C. Existing Land Use Plan Map Designations with Subject Area in Red



D. Applicant-Proposed Land Use Plan Map



E. Existing Zoning Plan Map with Subject Parcels in RedF. Proposed Zoning Plan Map

G. Zoning and Land Use Designation History.

The subject property was annexed into the City of Spokane in 1960 by Ordinance C16586, known as the Blankenship-Dixon Annexation. It is important to note that this name refers to more than one annexation in the city. In 1979 the properties across S Regal Street were annexed. In 2005 the properties to the south of the subject property were also annexed.

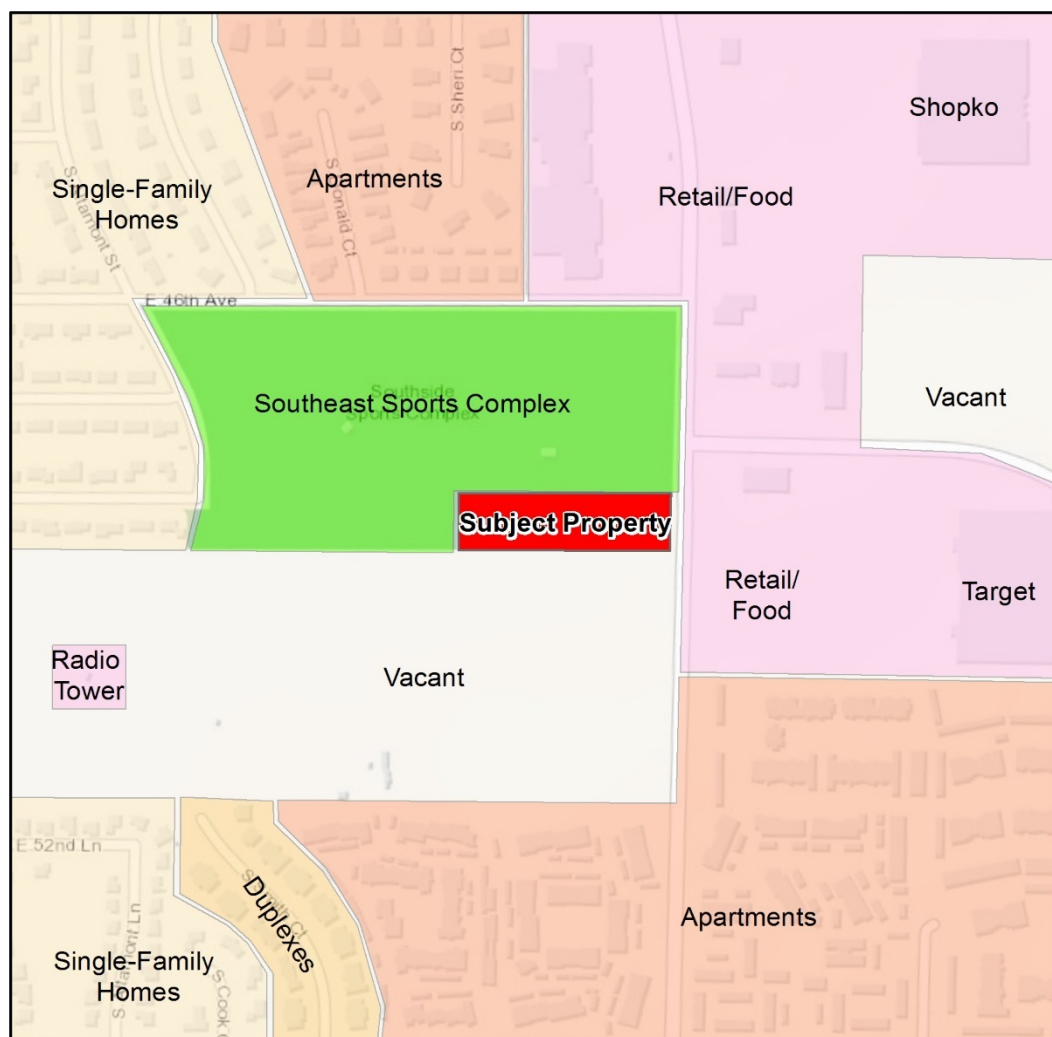


Prior to 2006, the zoning of the proposed property was R1 (One-Family Residence Zone). Since the establishment of the current zoning code in 2006, the location has been zoned RSF (Residential Single Family). When the Comprehensive Plan for the City of Spokane was rewritten in 2001 according to the newly adopted requirements of the Growth Management Act, the property was identified as “Open Space” on the Land Use Map. It has not been changed since that date.

H. Adjacent Land Uses and Improvements:

To the north:	Park/Sports Fields (Southeast Sports Complex)
To the west:	Park/Sports Fields (Southeast Sports Complex)
To the south:	Vacant Land
To the east:	Shopping Center

See the graphic on the following page for a general depiction of adjacent development and land uses.



- I. Transportation Improvements. The subject property lies immediately west of S Regal Street, which is designated as a Minor Arterial. The property is also immediately adjacent to Spokane Transit Authority Route 45, known as the “Regal” route, with 30-minute service on weekdays and 1-hour service on weekends between the downtown plaza and E 57th Avenue.¹
- J. Past Land Use Map Amendments in Vicinity. In 2005, the City received Comprehensive Plan amendment applications for the property immediately south of the subject property (and owned by applicant QueenB Radio, Inc.) and for properties immediately east of the subject parcel. The applications proposed to amend the existing land uses (all Residential) to Centers and Corridors Core. The 2006 Comprehensive Plan already designated this area for a “District Center,” however no center planning had occurred and no center-type land use had been established for these parcels. During the next two years (the applications were held over for a year due to the complexity of the proposals), these applications were considered by the City. Ultimately, a majority of the Plan Commission voted

¹ www.spokanetransit.com/routes-schedules/route/45-regal, accessed July 21, 2016.

to recommend denial of the applications, because they believed center planning should involve a neighborhood planning process. For various reasons set forth in the ordinances approving the amendments, the City Council disagreed and approved the applications, subject to the condition that the applicants must enter into binding development agreements with the City addressing the matters set forth in the ordinances approving the amendments. Copies of those ordinances are attached to this report as **Exhibit S-3**. Thereafter, the applicant (along with the other 2005 applicants) entered into development agreements with the City addressing development of the properties. A copy of the agreement between the applicant and the City, which relates to the property lying south of and adjacent to the subject site, is attached to this report as **Exhibit A-5**.²

K. Purchase and Sale Agreement. The subject property is currently owned by the City of Spokane. However, the applicant has entered into a Purchase and Sale Agreement with the City to buy the property (see **Exhibit A-3**). Closing of that sale agreement is subject to a number of conditions, including the following:

- The purchaser securing from the Spokane Parks and Recreation Department an easement to allow access through Park property into the subject property;
- Approval of a Comprehensive Plan Amendment to amend the land use and zoning of the site for Centers and Corridors; and
- Approval of a development agreement identical to the one entered into for the adjacent properties (see discussion under Item J above).

L. Draft Development Agreement. As discussed above, the applicant has initiated negotiations with the City Attorney's office to prepare a development agreement for the subject property. The most recent draft of the proposed agreement is attached to this report as **Exhibit A-4**. This agreement, largely identical to the previously approved development agreement, would place conditions on development on the subject property for the next ten years. As with the development agreement currently recorded for the properties in the District Center, the draft development agreement requires adherence to an integrated site plan, including provisions for:

- Pedestrian connections;
- Tree preservation;
- Design theme;
- A community plaza;
- Viewscales; and
- Long-term development of the Center.

A copy of the previously approved development agreement regarding the adjacent property is attached to this report as **Exhibit A-5**. The existing Integrated Site Plan for the adjacent property is included in this Staff Report as **Exhibit A-6**.

² City of Spokane, Council Ordinance C34469, August 17, 2009

M. Past Neighborhood Planning Processes. Starting in 2008 the Southgate Neighborhood initiated a neighborhood planning process, utilizing the Neighborhood's planning allocation of \$21,150 from the Spokane City Council in 2007. In 2012 the Neighborhood completed this effort and adopted a multi-part plan for the Neighborhood, consisting of a Transportation & Connectivity Plan, a Parks and Open Space Element, and a number of maps. All the various parts were recognized by the City Council in Resolution 2012-0008 on January 30, 2012.

The Transportation & Connectivity Plan included discussion of the following items that relate to or could affect this proposal:

- The Typical Street/Arterial Character map indicated a "local access" street along the southern boundary of the subject property, providing access from S Regal Street in the east to S Crestline Street to the west. No such road exists at this time, nor is one shown in any City street map, existing or planned.
- The Ferris/Adams Student Trail map indicated a "primary route" student trail along the same alignment as the local access street discussed above. No such amenity currently exists within the subject property.

The Parks and Open Space Plan included discussion of the Southeast Sports Complex, including both the existing condition of the park (at the time of writing) and the Neighborhood's desire for future improvements to the Southeast Sports Complex. While at the time of writing the subject property was owned by the City of Spokane, none of the exhibits or discussions of the complex included changes to the subject parcel. The Parks and Open Space Plan included the following relevant provisions:

- Proposed enhancements to the Southeast Sports Complex including improved site access from S Regal St (which has since been completed);
- Increased pedestrian access and circulation, including new paved pedestrian connections west to east through the complex; and,
- A potential community center to be developed west of the existing parking lot and north of the subject parcel, located entirely within the existing complex property.

The subject property was not addressed in the Parks and Open Space Plan.

N. Southeast Sports Complex Master Plan.

On April 13, 2016 the City of Spokane Parks and Recreation Department gave a presentation to the Southgate Neighborhood regarding a Draft Master Plan for the Southeast Sports Complex. That draft plan provides a forward looking plan for the sports complex that includes new amenities, a reconfigured field layout, and a cooperative concept for additional fields on the western half of the KXLY property to the south of the existing complex. The new Master Plan graphic shows "future retail" uses on the subject property with shared parking on the western half of the property.



Excerpt from Southeast Sports Complex Draft Master Plan –Subject Property Shown in Red

O. Applicable Municipal Code Regulations. SMC 17G.020, Comprehensive Plan Amendment Procedures.

P. Application Process:

- Application was submitted on October 31, 2015 and Certified Complete on December 1, 2015;
- Agency Comment from Interested City Departments and Agencies was requested December 9, 2015 to be completed by February 8, 2016.
- Notice of Application was posted, published, and mailed on May 10, 2016, which began a 60 day public comment period. The comment period, scheduled to end on July 11, 2016, was extended to July 25, 2016;
- The applicant made a presentation regarding the proposal to the Southgate Neighborhood Council on June 8, 2016;
- A SEPA Determination of Non-Significance was issued on August 23, 2016;
- Notice of Plan Commission Public Hearing and SEPA Determination was posted and mailed by August 30, 2016;
- Notice of Public Hearing and SEPA Determination was published on August 30, 2016 and September 6, 2016;

- Comprehensive Plan Amendment Hearing Date is scheduled with the Plan Commission for September 14, 2016, with continuance likely to September 21, 2016, and with deliberations likely continued to September 28, 2016.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department and outside agency comments are included in this report as **Exhibits PA-1 through PA-4**. Four agency/city department comments were received regarding this application:

- County of Spokane, Public Works
- City of Spokane, Fire Department
- City of Spokane, Planning & Development
- Spokane Transit Authority

The majority of comments received concerned requests for additional information once a future development proposal for the subject property is submitted. As this application does not include specific improvement proposals and only concerns the land use and zoning of the parcel these comments did not warrant additional study. The City of Spokane Planning & Development comments also included a statement that no conflict with City utilities is expected.

Notice of this proposal was also sent to all property owners within the notification area and was posted on the subject property, in the Spokesman Review, and in the local library branch. During the public comment period four comment letters were received from the following individuals (see **Exhibit P-1 through P4**):

- Tim and Paula Davenport – 2313 E 52nd Lane
- Sandra Christensen – South Stone Street
- John Murray, President, and Karen Caton, Vice President – Redhawk Homeowners Association.
- Ted Teske, Chair - Southgate Neighborhood Council

Public comments received ranged from concerns about groundwater and traffic, to site access and parking, and, in the case of one commenter, objection to the change in character a change in Land Use designation and Zone might cause. In the case of the Neighborhood Council, their comments indicate support of the proposed change in land use designation and zoning.

V. TECHNICAL REPORTS & OTHER RELEVANT DOCUMENTS

No technical reports were requested by any commenting agency, nor were any required by the City.

VI. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES

SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.
2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
6. The proposed changes must result in a net benefit to the general public.

VII. REVIEW CRITERIA

SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, in evaluating proposals to amend the comprehensive plan. The following is a list of those considerations followed by staff analysis relative each.

- A. Regulatory Changes.** Amendments to the Comprehensive Plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff has reviewed and processed the proposed amendment in accordance with the most current regulations of the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent state or federal or local legislative actions with which the proposal would be in conflict.

- B. GMA.** The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The "Legislative findings" included in the Revised Code of Washington pertaining to GMA is essentially a call for coordinated and planned growth that is done cooperatively between citizens, government, and the private sector. The complete text of the "Legislative findings" follows:

RCW 36.70A.010, Legislative findings.

The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the

conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning.

The Growth Management Act details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, “Planning Goals”), including the following goals that are relevant to this application:

- (1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.*
- (2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.*
- (3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.*
- (4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.*
- (5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.*
- (11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.*
- (12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.*

The Growth Management Hearings Board for Eastern Washington has indicated that these goals are to guide the development and adoption of comprehensive plans and development regulations. The goals are all created equal with no priority set forth by the legislature and with no goal independently creating a substantive

requirement.³ The Board recognized that this lack of priority becomes problematic when jurisdictions are faced with competing goals, and indicated that, although the GMA does not permit the elevation of a single goal to the detriment of other equally important GMA goals, the GMA does permit local legislative bodies to give varying degrees of emphasis to the goals so as to allow them to make decisions based on local needs in order to harmonize and balance the goals (ibid).

GMA's goals guided the City's development of its comprehensive plan and development regulations. Application of the review criteria in Chapter 17G.020 SMC ensures that amendments to the comprehensive plan are also guided by and consistent with GMA's goals and purposes. The applicant has provided a discussion/analysis on this topic in their application materials which discusses all 13 goals and the proposal's relationship to each (see **Exhibit A-1**).

- C. Financing.** In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. Furthermore, as shown in **Exhibit PA-3**, any impacts to city utilities and non-transportation infrastructure would be mitigated by enforcement of City policies and development regulations. The subject property is already served by water, sewer, and transit service and lies immediately adjacent to existing local streets. Per State law, subsequent development of the site will be subject to a concurrency determination under SMC 17D.010.020. Staff is confident that, between enforcing the concurrency requirement and enforcement of the City's development regulations and standards, including the collection of transportation impact fees, any infrastructure implications associated with development of the site will be addressed concurrent with development of the site.

- D. Funding Shortfall.** If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: As indicated in the previous section, staff is confident that, by enforcing concurrency, the City's development regulations, and by collecting appropriate transportation impact fees, the applicant will be required to cover the cost of mitigating the impacts of development of the site.

- E. Internal Consistency.** The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the

³ City of Wenatchee v. Chelan County, EWGMHB Case No. 08-1-0015, FDO at 25 (March 6, 2009).

development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Staff Analysis:

1. Development Regulations. As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current Development Regulations at the time an application is submitted.
2. Capital Facilities Program. See discussion under paragraph C, above. As no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.
3. Neighborhood Planning Documents Adopted After 2001. The Southgate Neighborhood adopted a series of documents as part of their Neighborhood Planning effort in 2012 (see section III.M, above). While both the Transportation and Circulation Plan and the Parks and Open Space Element included desired/requested features adjacent to the subject property, they did not include any specific designs/plans/discussion of the subject parcel itself. The proposal to change land use/zoning for the subject property would not preclude the installation/development of those adjacent features.
4. Miscellaneous Comprehensive Plan Goals and Policies. Staff have compiled a group of Comprehensive Plan Goals and Policies which are excerpted from the Comprehensive Plan and contained in **Exhibit S-2** of this report. Further discussion of cogent Comprehensive Plan policies are included under criterion K.2 below.

The various factors related to internal consistency, as shown above, seem to indicate that the project would be consistent with internal requirements of the City. The Plan Commission will need to determine in their deliberations if this criteria has been met, or if it can adequately be addressed through conditions as may be imposed as a condition of the Comprehensive Plan amendment and any subsequent development application, in accordance with the provisions of SMC §17D.010.020(C)(2)(c).

- F. Regional Consistency.** All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: No comments have been received from any agency, city department, or neighboring jurisdiction which seems to indicate that this proposal is not regionally consistent.

G. Cumulative Effect. All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

- i. Land Use Impacts. In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.
- ii. Grouping. Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: This application is being reviewed as part of the annual cycle of comprehensive plan amendments along with two other applications for Comprehensive Plan Amendments. The three applications under consideration are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Each of the three applications lies in a different neighborhood and different City Council district. Each of the three is separated from the others by large swaths of pre-existing urban development. While all three applications concern proposed changes in land use and zoning, the conditions and exact modification(s) of land use and zoning are not likely to affect each other in any cumulative amount. As such, it appears that no cumulative effects are possible, nor do the potential for such effects need to be analyzed.

H. SEPA. SEPA review must be completed on all amendment proposals.

1. Grouping. When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.
2. DS. If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

*Staff Analysis: The application has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of information contained with the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, a review of other information available to the Director of Planning Services, a Determination of Non-Significance (DNS) was issued on August 23, 2016; City of Spokane Planning, lead agency; Lisa D. Key, Planning Director, SEPA Responsible Official. The DNS is attached as **Exhibit S-1**.*

- I. Adequate Public Facilities. The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal. No comments were received that would indicate that additional public facilities would be required to serve the subject property were the proposal approved.

- J. UGA. Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: The proposal does not involve amendment of the urban growth area boundary. Therefore, this criterion is not applicable to this proposal.

- K. Consistent Amendments.

1. Policy Adjustments. Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan. Examples of such findings could include:
 - a. Growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
 - b. The capacity to provide adequate services is diminished or increased;
 - c. Land availability to meet demand is reduced;
 - d. Population or employment growth is significantly different than the plan's assumptions;
 - e. Plan objectives are not being met as specified;
 - f. The effect of the plan on land values and affordable housing is contrary to plan goals;
 - g. Transportation and/or other capital improvements are not being made as expected;
 - h. A question of consistency exists between the comprehensive plan and its elements and chapter 36.70A RCW, the countywide planning policies, or development regulations.

Staff Analysis: This proposal is a request for a Comprehensive Plan Land Use Plan Map amendment, not a policy adjustment. This criterion is not applicable to this proposal.

2. **Map Changes.** Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Staff Analysis: As outlined by the applicant in their submitted materials (see **Exhibit A-1**) the inclusion of the subject property in the Center would allow for better circulation within the KXL Y-owned properties of the Center and could likewise increase pedestrian and transit access to the subject property. Likewise, as shown in the Draft Southeast Sports Complex Master Plan (see section III.N, above), comments from the Southgate Neighborhood Council (see **Exhibit P-4**), and the arguments presented by the applicant in their application (see **Exhibit A-1**), the subject property integrates well with neighborhood plans, the Parks and Recreation Department's plans, and the Center as a whole.

- b. The map amendment or site is suitable for the proposed designation;

Staff Analysis: Policy LU 3.2 "Centers and Corridors", states: "Designate centers and corridors (neighborhood scale, community or district scale, and regional scale) on the land use plan map that encourage a mix of uses and activities around which growth is focused."

A conceptual district center size is offered under the policy, stating, "As a general rule, the size of the district center, including the higher density housing surrounding the center, should be approximately 30 to 50 square blocks." Policy LU 4.5, Block Length, states in the discussion: "Block lengths of approximately 250 to 350 feet on average are preferable, recognizing that environmental conditions (e.g., topography or rock outcroppings) might constrain these shorter block lengths in some areas."

Assuming block sizes for the purpose of this discussion are 350 feet by 350 feet (the largest size discussed in Policy LU 4.5), the center area should range from roughly 84 to 141 acres. The existing center zoning, represented by CC zones on the Spokane Zoning Map, as well as the surrounding higher density housing is approximately 133.6 acres in size. As such, the District Center as it stands now is within the size envisioned by the Comprehensive Plan, assuming the larger block size. The addition of the subject

properties to that center would constitute a 1.4 percent increase in area and would not exceed the maximum size for a District Center envisioned by the Comprehensive Plan.

Regardless of the assumed block size considered, the addition of the subject property's 1.9 acres to the District Center appears to further proper execution of the District Center designation already established by prior City actions (see sections III.J and III.M, above). Given the existing plans for development of adjacent parcels as well as the plans for the Southeast Sports Complex, it appears that Center-type development of the subject parcel would integrate well with the development character of the vicinity and would thus further the goals and policies of the Comprehensive Plan.

As discussed in the items above, there is no indication that the proposal would require additional infrastructure or capital facilities to serve it. Likewise, as discussed above, the proposal would appear to be appropriately scaled to fit into the designation of a Center as described by the Comprehensive Plan. Given the subject property's adjacency to a previously established Center and the fact that Center-type development on the site would conform to both the existing plans of adjacent development and the Draft Master Plan for the Southeast Sports Complex, it appears the site is suitable for the proposed designation.

- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Staff Analysis: *As indicated above, a fundamental goal of the Comprehensive Plan is the efficient use of land and resources. The Comprehensive Plan seeks to implement this objective with a focused growth strategy known as "centers and corridors". As discussed in general in items a and b above, and in consideration of the policies listed in **Exhibit S-2**, the proposal appears to be supportive of the Center Land Use Designation and the Centers and Corridors Core zoning designation of the adjacent parcels. Likewise the proposal would not appear to interfere with the provision of park and recreational facilities and services on the adjacent Spokane Parks and Recreation properties.*

In summary, the Plan Commission will need to determine if these three criteria have been met, or if they can adequately be addressed through conditions as may be imposed on the approval of the Comprehensive Plan amendment and any subsequent development application, in accordance with the provisions of SMC §17D.010.020(C)(2)(c).

- 3. Rezones, Land Use Plan Map Amendment. Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map

implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: If the land use plan map amendment is approved as proposed, the zoning designation of the parcels will change from RSF (Residential Single Family) to CC2-District Center. No policy language changes have been identified as necessary to support the proposed land use plan map amendment. As such, it appears that this criterion would be met for the proposed land use designation change.

L. Inconsistent Amendments.

1. Review Cycle. Because of the length of time required for staff review, public comment, and plan commission's in-depth analysis of the applicant's extensive supporting data and long-term trend analysis, proposals that are not consistent with the comprehensive plan are addressed only within the context of the required comprehensive plan update cycle every seven years pursuant to RCW 36.70A.130(4)(C) and every other year starting in 2005.

Staff Analysis: The City of Spokane uses a method of "consistent" and "inconsistent" annual review, with "inconsistent" proposals only allowed to be reviewed every other year. This request is being considered under a "consistent" review cycle. No inconsistencies with the Comprehensive Plan have emerged during analysis [see discussion under criterion K.2 above], thus it appears to be appropriate to consider this proposal in the current year.

2. Adequate Documentation of Need for Change.
 - a. The burden of proof rests entirely with the applicant to provide convincing evidence that community values, priorities, needs and trends have changed sufficiently to justify a fundamental shift in the comprehensive plan. Results from various measurement systems should be used to demonstrate or document the need to depart from the current version of the comprehensive plan. Relevant information may include:
 - b. Growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
 - c. The capacity to provide adequate services is diminished or increased;
 - d. Land availability to meet demand is reduced;
 - e. Population or employment growth is significantly different than the plan's assumptions;

- f. Transportation and/or other capital improvements are not being made as expected;
- g. Conditions have changed substantially in the area within which the subject property lies and/or Citywide;
- h. Assumptions upon which the plan is based are found to be invalid; or
- i. Sufficient change or lack of change in circumstances dictates the need for such consideration.

Staff Analysis: This application is not being reviewed as an inconsistent Comprehensive Plan Land Use Map Plan amendment request. As such, the criteria above do not appear to be applicable to this application.

3. Overall Consistency. If significantly inconsistent with the current version of the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Staff Analysis: This application is not being reviewed as an inconsistent Comprehensive Plan Land Use Map Plan amendment request. As such, the criterion above do not appear to be applicable to this application.

If the Plan Commission were to find that the proposal is an “inconsistent amendment”, they would need to determine if they had enough information to reach a decision, based upon the criteria detailed in the above discussion. If not, they could recommend denial of the application (as per SMC 17G.020.060 (M)(2)).

VIII. DRAFT FINDINGS OF FACT

- A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A).
- B. The City of Spokane adopted a Comprehensive Plan in May of 2001, in compliance with the requirements of the GMA, and has provided for periodic updates and annual amendments, as allowed under GMA.
- C. Under GMA, comprehensive plans may be amended no more frequently than once per year. All amendment proposals must be considered concurrently in order to be evaluated for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations. Pursuant to Spokane Municipal Code 17G.020.020 all applications submitted by the deadline and found to be complete, excluding a single application that was withdrawn by the applicant prior to the public comment period, have been considered concurrently and constitute the only amendments to the Comprehensive Plan this calendar year.

- D. Comprehensive Plan amendment application Z1500085COMP (see **Exhibit A-1**) was submitted by the October 31, 2015 deadline for Plan Commission review during the 2015/2016 amendment cycle, as required by Spokane Municipal Code 17G.020.060.C.
- E. The proposed amendment is to the Land Use Plan Map of the City's Comprehensive Plan, which the application proposes to modify the land use designation of a single 1.9-acre property from "Open Space" to "Centers and Corridors Core".
- F. The subject property is a single parcel, constituting a part of Government Lot 8 in the northeast quarter of Section 4, Township 24 North, Range 43 East in the City of Spokane, Southgate Neighborhood. This property was annexed into the City of Spokane in 1960 in combination with a number of other parcels.
- G. The subject property is located immediately northwest of the existing Southgate District Center.
- H. The core of the Southgate District Center consists of approximately 48.5 acres with approximately 85.1 acres of adjacent higher density zoning, in all totaling 133.6 acres. If this application is approved, the subject property would add an additional 1.9 acres, or 1.4 percent, to the existing District Center.
- I. The subject property is accessed via S Regal Street, a minor arterial, with secondary access via an access drive leading west from the intersection of S Regal Street and the Palouse Highway, which is itself also classified as a minor arterial in this location.
- J. The requested implementing zoning designation is "Centers and Corridors Type 2 – District Center" for the entire property.
- K. Staff requested comments from agencies and departments on December 9, 2015. Comments received are summarized as follows:
- Scott Engelhard of the County of Spokane Public Works (see **Exhibit PA-1**);
 - Dave Kokot, P.E., of the City of Spokane Fire Department (see **Exhibit PA-2**); and,
 - Eldon Brown, P.E., of the City of Spokane Planning & Development Department (see **Exhibit PA-3**).
 - Karl Otterstrom, AICP, of the Spokane Transit Authority (see **Exhibit PA-4**)
- L. A public comment period was originally set to run from May 10, 2016, to July 11, 2016 to provide a 60 day comment period. Due to the date of submittal of technical analyses required of another Comprehensive Plan Amendment application, the public comment period was extended by 14 days, through July 25, 2016. Comments received from the public included the following:

- John Murray, President of the Redhawk Homeowners Association (see **Exhibit P-1**);
- Sandra Christensen of S Stone Street (see **Exhibit P-2**);
- Tim and Paula Davenport of 2313 E 52nd Lane (see **Exhibit P-3**); and,
- Ted Teske, Chair of the Southgate Neighborhood Council (see **Exhibit P-4**).

M. The Southgate Neighborhood Council received a presentation from the applicant at their June 8, 2016 meeting.

N. The Community Assembly received a presentation regarding the proposed 2015/2016 Comprehensive Plan amendment applications at their June 2, 2016 meeting.

O. The Spokane Plan Commission held substantive workshops to study the requested amendment on May 11, 2016.

P. A State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 23, 2016 by City of Spokane Planning; Lisa Key, Planning Director and SEPA Responsible Official (see **Exhibit S-1**). The public appeal period for the SEPA determination ends at 5pm on September 13, 2016.

Q. On August 26, 2016 the Washington State Department of Commerce and appropriate state agencies were given the 60-day notice before adoption of any proposed changes to the Comprehensive Plan.

R. Notice of the SEPA Determination of Non-Significance, the Comprehensive Plan Land Use Map amendment, and announcement of the August 24, 2016 Plan Commission Public Hearing were published in the Spokesman Review on August 30, 2016 and September 6, 2016 and the Official City Gazette on August 31, 2016 and September 7, 2016.

S. Notice of Public Hearing and SEPA Determinations was posted on the subject property and mailed to all property owners and tax payers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a 400 foot radius of any portion of the boundary of the subject property on August 30, 2016.

T. The staff report provided an analysis of all the decision criteria for approval of a Comprehensive Plan amendment as prescribed by SMC 17.G.020, Comprehensive Plan Amendment Procedure.

U. The Plan Commission held a public hearing on the requested amendment on September 14, 2016, which was continued to September 21, 2016, with deliberations held on September 28, 2016.

V. As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given that opportunity to comment.

Additional findings of fact may be added by the Plan Commission during deliberations, based upon new information that may be introduced into the record through the course of the hearing proceedings.

IX. DRAFT CONCLUSIONS:

Based upon the application materials, technical studies, staff analysis, SEPA review, agency and public comments received, and public testimony presented regarding the requested Comprehensive Plan Amendment application File No. Z1500084, the Plan Commission will need to address the following conclusions with respect to the review criteria, as detailed in SMC 17G.020.030, and the decision criteria, as detailed in SMC 17G.020.060(M) in their deliberations:

1. The proposed amendment to the comprehensive plan **IS / IS NOT** consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.
2. The proposed change **IS / IS NOT** consistent with the goals and purposes of the state Growth Management Act.
3. Infrastructure implications of the proposed comprehensive plan amendment **IS / IS NOT** reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.
4. The proposed amendment **IS / IS NOT** internally consistent with development regulations, capital facilities program, shoreline master program, the downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa.
5. The proposed amendment to the comprehensive plan **IS / IS NOT** consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.
6. The 2015/2016 proposed Comprehensive Plan amendments **HAVE / HAVE NOT** been reviewed concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.
7. Adverse environmental impacts association with this proposed amendment **HAVE / HAVE NOT** been identified. If adverse environmental impacts have been identified, adequate mitigation measures **HAVE / HAVE NOT** been identified as requirements for incorporation into a decision on the proposed amendment.
8. A SEPA review **HAS / HAS NOT** been completed on the requested amendment.
9. The proposed amendment **DOES / DOES NOT** adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the

planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

10. The proposed land use designation **IS / IS NOT** in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).
11. The proposed map amendment and site **ARE / ARE NOT** suitable for the proposed designation.
12. The map amendment **DOES / DOES NOT** implement applicable comprehensive plan policies better than the current map designation.
13. The proposed amendment **IS / IS NOT** consistent with the Comprehensive Plan policies.
14. The applicant **HAS / HAS NOT** presented enough evidence to justify the need for the proposed change to the Comprehensive Plan.
15. The proposed change to the Comprehensive Plan **IS / IS NOT** more effectively or appropriately addressed through another aspect of the planning department's work program (neighborhood planning, writing new regulations, etc.).
16. The Plan Commission **DID / DID NOT** receive enough information from the applicant to be able to reach a decision based on the merits of the proposal.

X. PLAN COMMISSION RECOMENDATION:

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan.

If recommended for approval, the Plan Commission may incorporate conditions of approval into their recommendation, as may be identified in deliberations as necessary and/or appropriate to address the review criteria, decision criteria, and/or neighborhood compatibility issues.

XI. LIST OF EXHIBITS

<u>Exhibit</u>	<u>Description</u>
A-1	Application Materials
A-2	SEPA Checklist
A-3	Purchase and Sale Agreement
A-4	Draft Development Agreement
A-5	Development Agreement for Adjacent Parcels
A-6	Integrated Site Plan
S-1	SEPA Determination of Non-Significance
S-2	Relevant Comprehensive Plan Policies
S-3	Ordinances Relating to Adjacent Comprehensive Plan Amendments (Past)
P-1	Public Comment - John Murray, President, Redhawk Homeowners Association

<u>Exhibit</u>	<u>Description</u>
P-2	Public Comment - Sandra Christensen
P-3	Public Comment - Tim and Paula Davenport
P-4	Public Comment - Southgate Neighborhood Council
PA-1	Agency Comment - County of Spokane, Public Works
PA-2	Department Comment - City of Spokane Fire Department
PA-3	Department Comment - City of Spokane Planning & Development
PA-4	Agency Comment - Spokane Transit Authority

NOTICE



ORD C35447 Exhibits (General application and attachments) are available for viewing at the following link:

<https://my.spokanecity.org/projects/queen-b-south-regal-comprehensive-plan-amendment/>

In addition the Exhibits are available for viewing at the City Clerk's Office – 5th Floor, City Hall (clerks@spokanecity.org or 509.625.6350) and/or copies will be made available upon request.

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

10/31/2016

<u>Date Rec'd</u>	10/17/2016
<u>Clerk's File #</u>	ORD C35448
<u>Renews #</u>	

<u>Submitting Dept</u>	PLANNING	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	L. KEY / K. 625-6184	<u>Project #</u>	
<u>Contact E-Mail</u>	KFRIEBOTT@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0650 - Z1500078COMP - AVISTA		

Agenda Wording

An ordinance relating to application made by Avista Corporation, planning file #Z1500078COMP AND amending the Land Use Plan Map of the City's Comprehensive Plan from "Residential 15-30" to "Light Industrial" for approximately 2.78 acres total

Summary (Background)

This Application for a Comprehensive Plan Land Use Map Amendment is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on September 14, 21, and 28, 2016 to consider this amendment and has recommended approval of the amendment. Plan Commission Findings and Conclusions are attached.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	KEY, LISA	<u>Study Session</u>
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u> PED 6/20/16 & 10/17/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	Engineering Admin
<u>For the Mayor</u>	CODDINGTON, BRIAN	lkey@spokanecity.org
<u>Additional Approvals</u>		tblack@spokanecity.org
<u>Purchasing</u>		kfriebott@spokanecity.org
		jrichman@spokanecity.org
		robin.bekkedahl@avistacorp.com
		jmallahan@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

described as: Ross Park, Holes Subdivision Lots 1-4, parts of 5 and 6, and all of 7-12, as well as Ross Park, Wilkinson Subdivision Lots 6 and 7; and amending the zoning map from "Residential Multi-Family" (RMF) to "Light Industrial" (LI).

Summary (Background)

Staff Report and SEPA Determination attached.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35448

AN ORDINANCE RELATING TO APPLICATION MADE BY AVISTA CORPORATION, PLANNING FILE #Z1500078COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 15-30" TO "LIGHT INDUSTRIAL" FOR APPROXIMATELY 2.78 ACRES TOTAL DESCRIBED AS: ROSS PARK, HOLES SUBDIVISION LOTS 1-4, PARTS OF 5 AND 6, AND ALL OF 7-12, AS WELL AS ROSS PARK, WILKINSON SUBDIVISION LOTS 6 AND 7; AND AMENDING THE ZONING MAP FROM "RESIDENTIAL MULTI-FAMILY" (RMF) TO "LIGHT INDUSTRIAL" (LI).

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z1500078COMP was timely submitted to the City for consideration during the City's 2016 Comprehensive Plan amendment cycle; and

WHEREAS, Application Z1500078COMP seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 4-10" to "Residential 10-20" for 3.87 acres of the subject property and from "Residential 4-10" to "Residential 15-30" for 41.63 acres of the subject property. If approved, the implementing zoning designation requested is "Residential Two Family" (RTF) and "Residential Multifamily (RMF); and

WHEREAS, staff requested comments from agencies and departments on December 9, 2015, and a public comment period ran from May 10, 2016 to July 25, 2016; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 31, 2016; and

WHEREAS, the Spokane City Plan Commission held a substantive workshop regarding the proposed Comprehensive Plan amendment on May 25, 2016; and

WHEREAS, a State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 23, 2016 for the Comprehensive Land Use Plan Map and Zoning Map changes (“MDNS”). The public comment period for the SEPA determination ended on September 13, 2016; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the September 14, 21, and 28, 2016 Plan Commission Public Hearing was published in the Spokesman-Review on August 30, 2016 and September 6, 2016; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor’s record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on August 30, 2016; and

WHEREAS, the staff report for Application Z1500078COMP reviewed all the criteria relevant to consideration of the application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 14, 21 and 28, 2016 for the Application Z1500078COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z1400078COMP is consistent with and implements the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 9 to 0 to recommend approval of Application Z1500078COMP; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning & Development Services Staff Report and the City of Spokane Plan Commission for the same purposes; --

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z1500078COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Map is amended from “Residential 15-30” to “Light Industrial” for 2.78 acres, as shown in Exhibit A.
3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from “RMF” to “LI” for this same area, as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2016.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Exhibit A

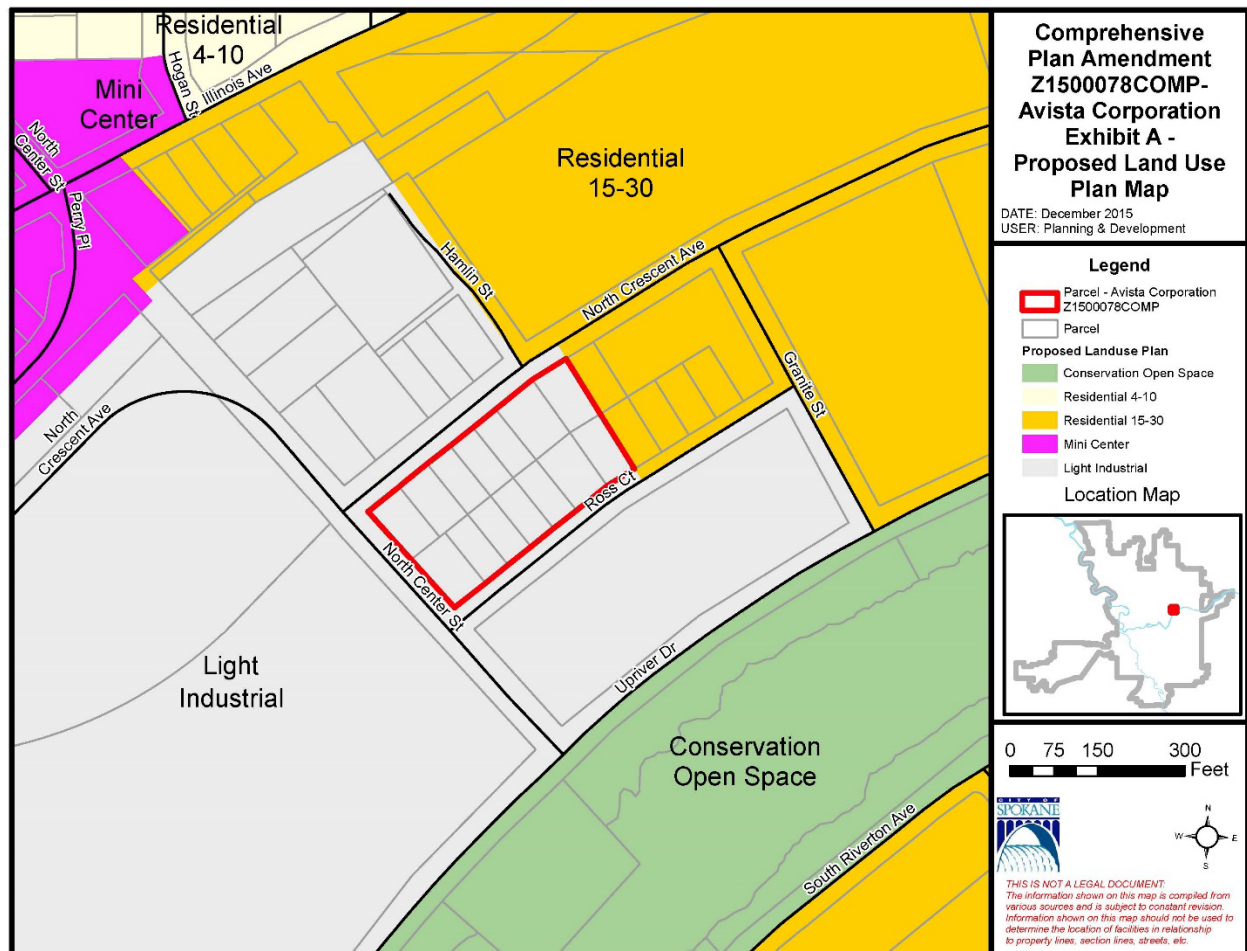
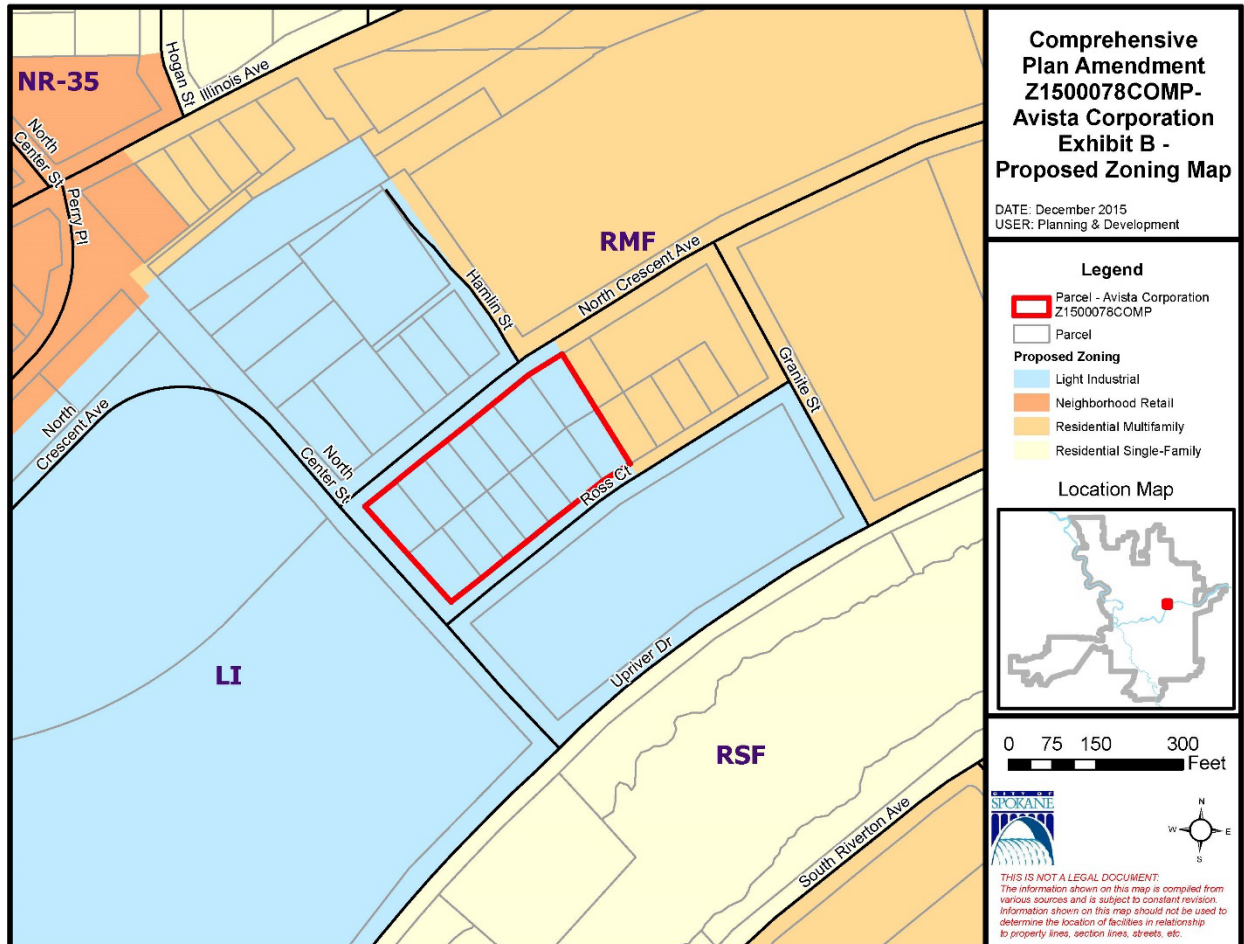


Exhibit B



**CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND
RECOMMENDATIONS ON THE COMPREHENSIVE PLAN LAND USE MAP
AMENDMENT FILE NO. Z1500078COMP**

A Recommendation of the City Plan Commission to the City Council in the matter of a proposed Comprehensive Plan Amendment application by Avista Corporation to amend the land use plan designation from "Residential 15-30" to "Light Industrial" on 14 parcels, totaling 2.78 acres bounded on the north by North Crescent Avenue, on the west North Center Street, and on the south by Ross Court. The implementing zoning designation requested is "Light Industrial".

FINDINGS OF FACT:

- A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A).
- B. The City of Spokane adopted a Comprehensive Plan in May of 2001, in compliance with the requirements of the GMA, and has provided for periodic updates and annual amendments, as allowed under GMA.
- C. Under GMA, comprehensive plans may be amended no more frequently than once per year. All amendment proposals must be considered concurrently in order to be evaluated for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations. Pursuant to Spokane Municipal Code 17G.020.020 all applications submitted by the deadline and found to be complete, excluding a single application that was withdrawn by the applicant prior to the public comment period, have been considered concurrently and constitute the only amendments to the Comprehensive Plan this calendar year.
- D. Comprehensive Plan amendment application Z1500078COMP (reference **Exhibit A-1**) was submitted by the October 31, 2015 deadline for Plan Commission review during the 2015/2016 amendment cycle, as required by Spokane Municipal Code 17G.020.060.C.
- E. The proposed amendment is to the Land Use Plan Map of the City's Comprehensive Plan, which the application proposes to modify the land use designation of fourteen properties totaling 2.78 acres from "Residential Multi-Family" to "Light Industrial".
- F. The subject properties comprise fourteen parcels within the southwest 1/4 of Section 9, Township 25 North, Range 43 East, Willamette Meridian, being further described as Ross Park, Holes subdivision lots 1 through 4, parts of lots 5 and 6, and lots 7 through 12, as well as Wilkinson subdivision lots 6 and 7, all in the City of Spokane, Logan Neighborhood. These properties were annexed into the City of Spokane in 1891 in combination with many other parcels.
- G. The subject properties are accessed via three streets designated by the City as "local" streets: E North Crescent Avenue, E Ross Court, and N North Center Street.
- H. The requested implementing zoning designation is "Light Industrial" for the entire property.
- I. Staff requested comments from agencies and departments on December 9, 2015. Comments received are summarized as follows:

- J. Scott Engelhard of the County of Spokane Public Works (reference **Exhibit PA-1**);
- K. Dave Kokot, P.E., of the City of Spokane Fire Department (reference **Exhibit PA-2**); and,
- L. Eldon Brown, P.E., of the City of Spokane Planning & Development Department (reference **Exhibit PA-3**).
- M. A public comment period was originally set to run from May 10, 2016, to July 11, 2016 to provide a 60 day comment period. Due to the date of submittal of technical analyses required of another Comprehensive Plan Amendment application, the public comment period was extended by 14 days, through July 25, 2016. Regardless, no public comments were received during the comment period.
- N. The Logan Neighborhood Council received a presentation from the applicant at their May 25, 2016 meeting.
- O. The Community Assembly received a presentation regarding the proposed 2015/2016 Comprehensive Plan amendment applications at their June 2, 2016 meeting.
- P. The Spokane Plan Commission held a substantive workshop to study the requested amendment on May 25, 2016.
- Q. A State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 23, 2016 by City of Spokane Planning; Lisa Key, Planning Director and SEPA Responsible Official (see **Exhibit S-1**). The public appeal period for the SEPA determination ends at 5pm on September 13, 2016.
- R. On August 26, 2016 the Washington State Department of Commerce and appropriate state agencies were given the 60-day notice before adoption of any proposed changes to the Comprehensive Plan.
- S. Notice of the Public Hearing and Determination of Non-Significance for the proposed Comprehensive Plan Land Use Map amendment, was published in the Spokesman Review on August 30, and September 6, 2016 and the Official City Gazette on August 31, September 7, and September 14, 2016.
- T. Notice of Public Hearing and SEPA Determination was posted on the subject property and mailed to all property owners and tax payers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a 400 foot radius of any portion of the boundary of the subject property on August 30, 2016.
- U. The staff report provided an analysis of all the decision criteria for approval of a Comprehensive Plan amendment as prescribed by SMC 17.G.020, Comprehensive Plan Amendment Procedure.
- V. The Plan Commission held a public hearing on the requested amendment on September 14, 2016, which was continued September 21, 2016, and deliberations were held on September 28.
- W. As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given that opportunity to comment.

CONCLUSIONS:

Based upon the application materials, technical studies, staff analysis, SEPA review, agency and public comments received, and public testimony presented regarding the requested Comprehensive Plan Amendment application File No. Z1500084, the Plan Commission makes the following conclusions with respect to the review criteria, as detailed in SMC 17G.020.030, and the decision criteria, as detailed in SMC 17G.020.060(M):

1. The proposed amendment to the comprehensive plan **IS** consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.
2. The proposed change **IS** consistent with the goals and purposes of the state Growth Management Act.
3. Infrastructure implications of the proposed comprehensive plan amendment **IS** reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.
4. The proposed amendment **IS** internally consistent with development regulations, capital facilities program, shoreline master program, the downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa.
5. The proposed amendment to the comprehensive plan **IS** consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.
6. The 2015/2016 proposed Comprehensive Plan amendments **HAVE** been reviewed concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.
7. Adverse environmental impacts association with this proposed amendment **HAVE NOT** been identified.
8. A SEPA review **HAS** been completed on the requested amendment.
9. The proposed amendment **DOES NOT** adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.
10. The proposed land use designation **IS** in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).
11. The proposed map amendment and site **IS** suitable for the proposed designation.

12. The map amendment **DOES** implement applicable comprehensive plan policies better than the current map designation.
13. The proposed amendment **IS** consistent with the Comprehensive Plan policies.
14. The applicant **HAS** presented enough evidence to justify the need for the proposed change to the Comprehensive Plan.
15. The proposed change to the Comprehensive Plan **IS NOT** more effectively or appropriately addressed through another aspect of the planning department's work program (neighborhood planning, writing new regulations, etc.).
16. The Plan Commission **DID** receive enough information from the applicant to be able to reach a decision based on the merits of the proposal.

RECOMMENDATION:

In the matter of Z1500078COMP, a request by Avista Corporation to amend the land use plan designation from "Residential 15-30" to "Light Industrial" on 14 parcels totaling 2.78 acres, with a corresponding change of the implementing zoning designation to "Light Industrial", as based upon the above listed findings and conclusions, by a vote of 9 to 0, the Plan Commissions recommends to City Council the **APPROVAL** of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan.

A handwritten signature in dark ink, appearing to read "Dennis Dellwo", is written over a horizontal line.

**Dennis Dellwo, President
Spokane Plan Commission
September 28, 2016**

**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION**

2.78 acres northeast of N North Center Street; Avista Corporation; File Z150078COMP

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

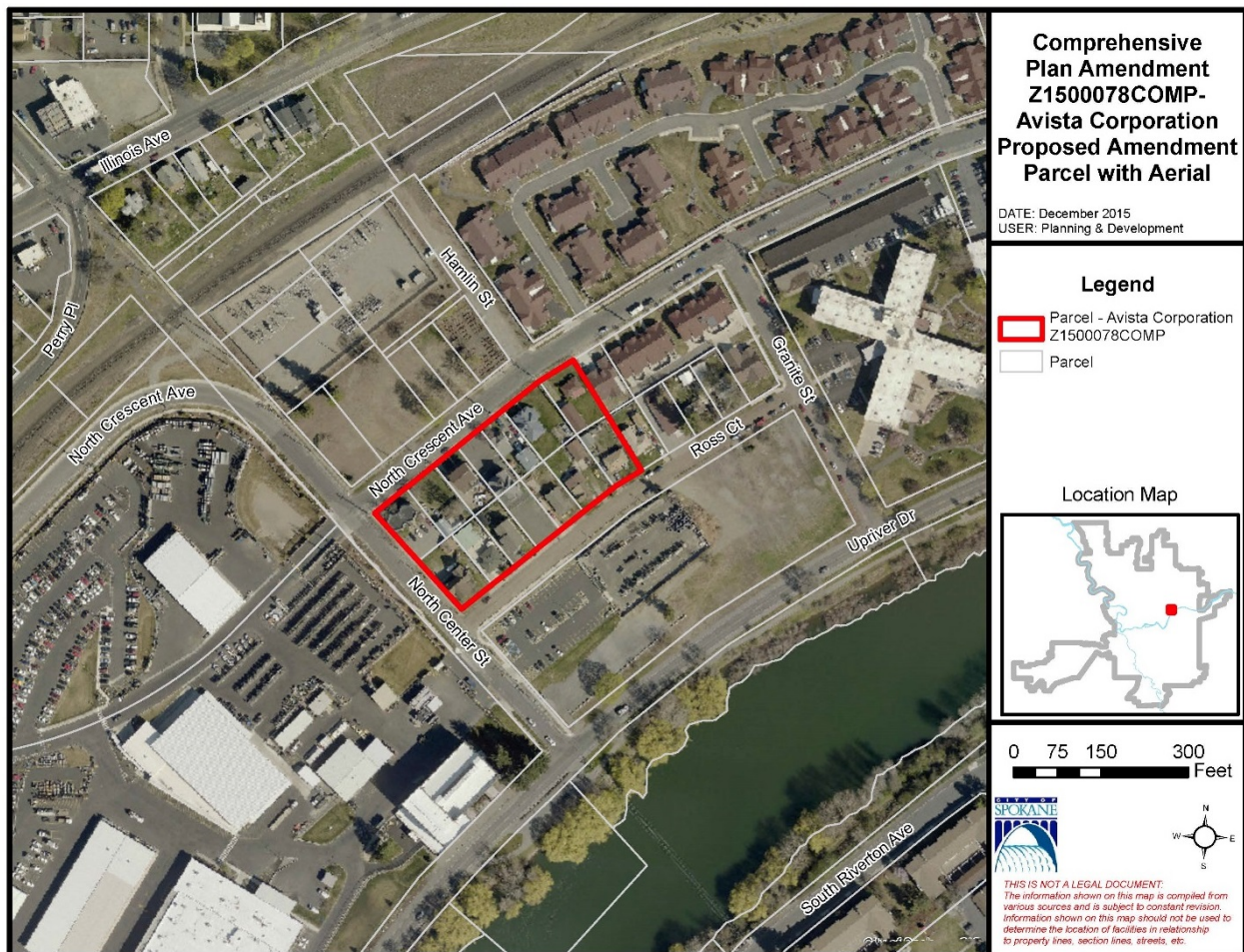
DESCRIPTION OF PROPOSAL:

The proposal is to change the land use of fourteen properties from “Residential 15-30” to “Light Industrial” with a concurrent change in zoning from “Residential Multi-Family” to “Light Industrial.” The fourteen subject properties are approximately 2.78 acres in size. No specific development proposal is being approved at this time.

II. GENERAL INFORMATION

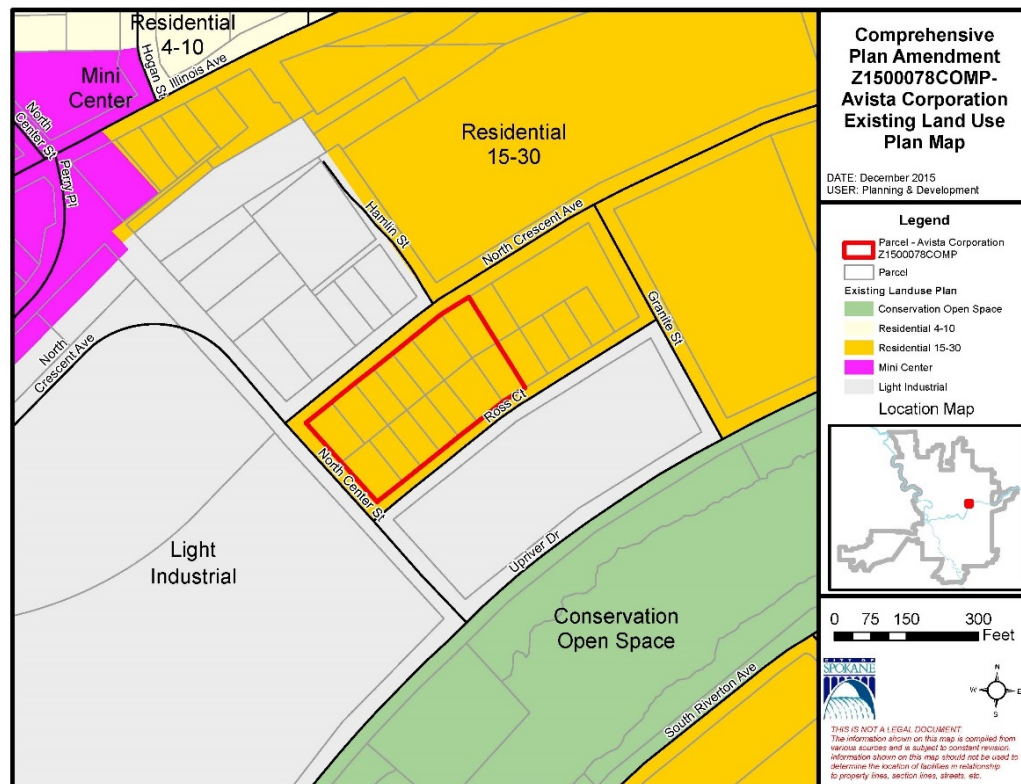
Agent:	Robin Bekkedahl, Avista Corporation
Applicant/Property Owner(s):	Avista Corporation
Location of Proposal:	The subject site includes 14 parcels bounded on the north by N. Crescent Ave, on the west by N. Center St. and on the south by Ross Ct., generally located NE of the existing Avista headquarters (parcels 35093.1106 to 1107, and 35093.1201 to 1212).
Legal Description:	Ross Park, Holes Subdivision Lots 1-4, parts of 5 and 6, and all of 7-12, as well as Ross Park, Wilkinson Subdivision Lots 6 and 7, all within SW1/4, Section 9, Township 25 North, Range 43 East, Willamette Meridian.
Existing Land Use Plan Designation:	“Residential, 15-30 units per acre”
Proposed Land Use Plan Designation:	“Light Industrial”
Existing Zoning:	RMF (Residential Multi-Family)
Proposed Zoning:	Light Industrial
SEPA Status:	A SEPA threshold Determination of Non-Significance was made on August 23, 2016. The appeal period closed on September 13, 2016 (reference Exhibit S-1).
Enabling Code Section:	SMC 17G.020, Comprehensive Plan Amendment Procedure.
Plan Commission Hearing Date:	The Plan Commission hearing date is scheduled for September 14, 2016 which potential continuation to the next meeting(s) of the Plan Commission.
Staff Contact:	Kevin Freibott, Assistant Planner; kfreibott@spokanecity.org

III. BACKGROUND INFORMATION

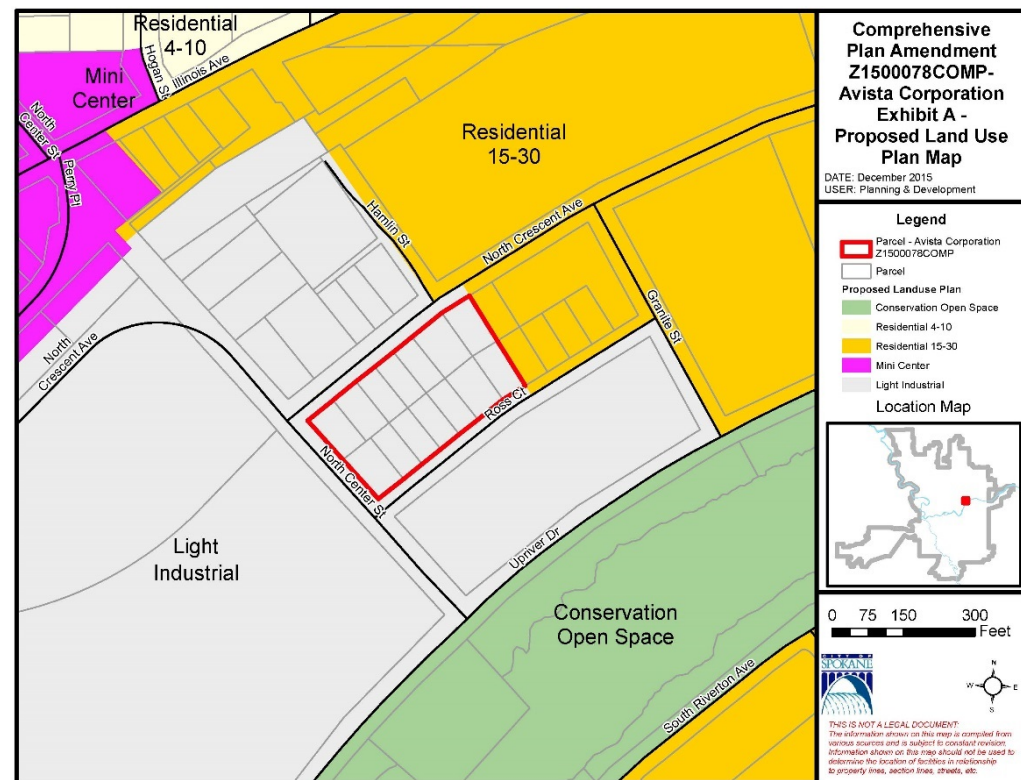


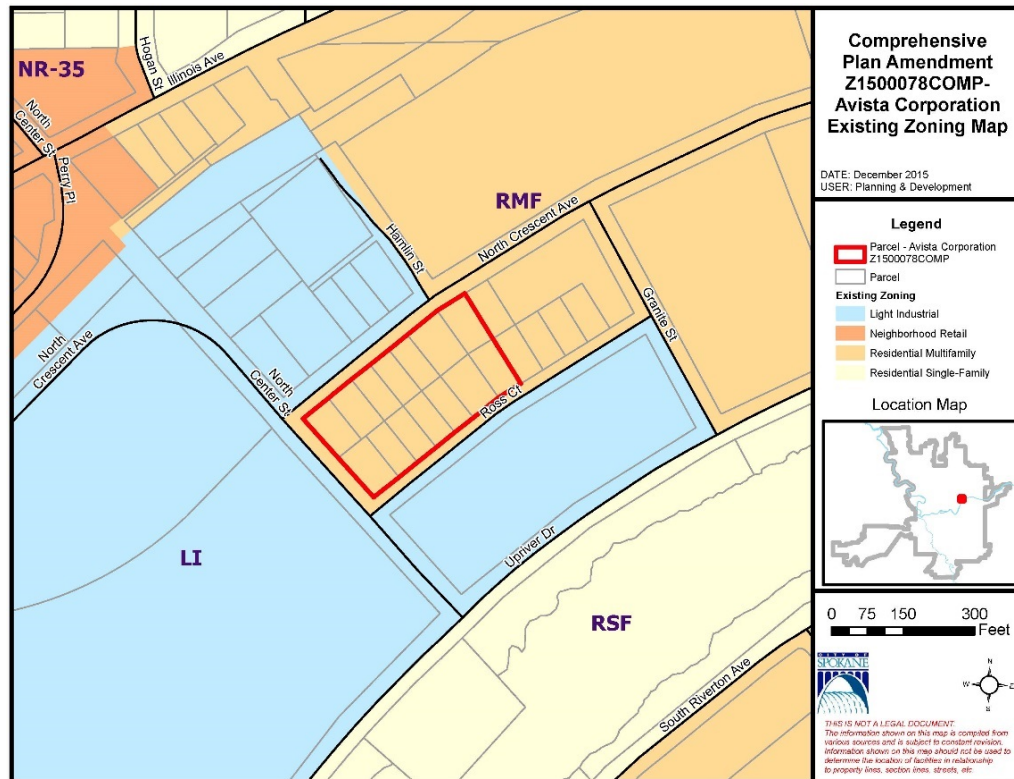
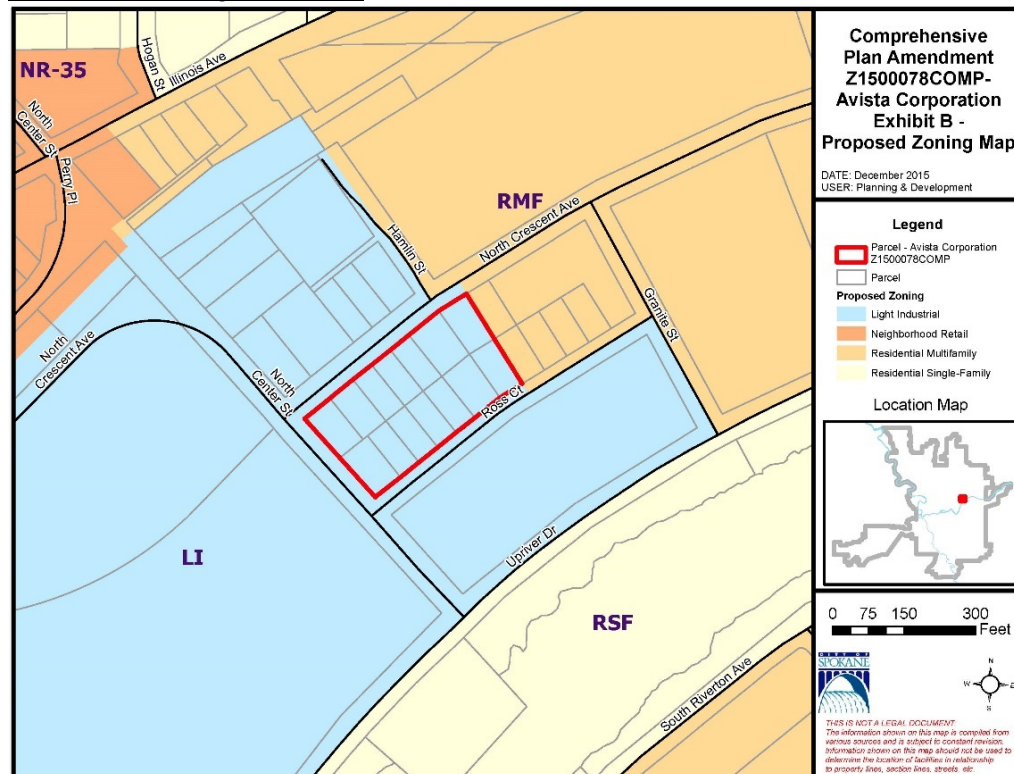
- A. Site Description:** The subject property contains 14 parcels, totaling 2.78 acres in size, located east of the intersection of N Crescent Avenue and N Center Street, northeast of the existing Avista headquarters and southwest of property owned by the Riverview Retirement Community. The subject properties, shown in red above, are all owned by the Avista Corporation. While the aerial photograph above shows houses on those properties, the houses have since been removed. The site is currently vacant and used by Avista as an unimproved parking lot.
- B. Project Description:** Pursuant to the procedures provided in Spokane Municipal Code Section 17G.020, "Comprehensive Plan Amendment Procedure," the applicant is requesting a comprehensive plan land use plan map designation change from "Residential 15-30" to "Light Industrial." If approved, the zoning would be changed from RMF (Residential Multi-Family) to Light Industrial. The applicant's proposal does not include any specific plans for development or improvement to the property. Development and improvement of the site would be subject to all relevant provisions of the City's unified development code, including without limitation, Chapter 17D.010 SMC relating to concurrency.

C. Existing Land Use Plan Map Designations with Subject Area in Red



D. Applicant-Proposed Land Use Plan Map



E. Existing Zoning Plan Map with Subject Parcels in Red**F. Proposed Zoning Plan Map**

G. Zoning and Land Use Designation History. The subject property was annexed into the City of Spokane in 1891 along with all properties in the vicinity. Prior to 2006, the zoning of the proposed property was R3-D (Multifamily Residence Design Zone 3), generally described as Medium-Density Residential. Since the establishment of the current zoning code in 2006, the location has been zoned RMF (Residential Multi-Family). When the Comprehensive Plan for the City of Spokane was rewritten in 2001 according to the newly adopted requirements of the Growth Management Act, the land use of the properties was identified as “Residential 15-30” on the Land Use Map. It has not been changed since that date.

H. Adjacent Land Uses and Improvements:



To the northwest¹: Electrical substation operated by Avista Corporation.
 To the southwest: Light industrial uses (Avista Corporation Headquarters).
 To the southeast: Parking and fenced storage yard (Avista Corporation).
 To the northeast: Multi-family residential uses (Riverview Retirement Community).

¹ Because the parcels are lined up roughly southwest to northwest, similar cardinal directions were used to avoid confusion.

- I. Transportation Improvements. The subject properties are surrounded on three sides by N Crescent Avenue, N Center Street, and Ross Court. All three are classified by the City as “local” streets. The nearest transit service is Route 27, the “Hillyard Route,” that lies approximately 730 feet to the northwest of the subject properties. Access to this route requires that pedestrians cross an uncontrolled rail crossing. However, a paved pathway leads to and from the crossing, improving pedestrian access. The nearest stop on the line is at the intersection of N North Center Street and E Illinois Avenue, approximately 800 feet walking distance from the subject properties.
- J. Past Land Use Map Amendments in Vicinity. The City received an application concerning the subject properties as well as properties to the northwest and southeast in October of 2010, requesting an identical land use and zoning change to what is proposed in this application. During processing of that application several properties were withdrawn from the overall request due to adverse neighborhood reaction and public comment. Included in that withdrawal were the fourteen properties that are now the subject of this application. The 2011 application continued without the subject properties and was approved by the City Council on November 28, 2012.

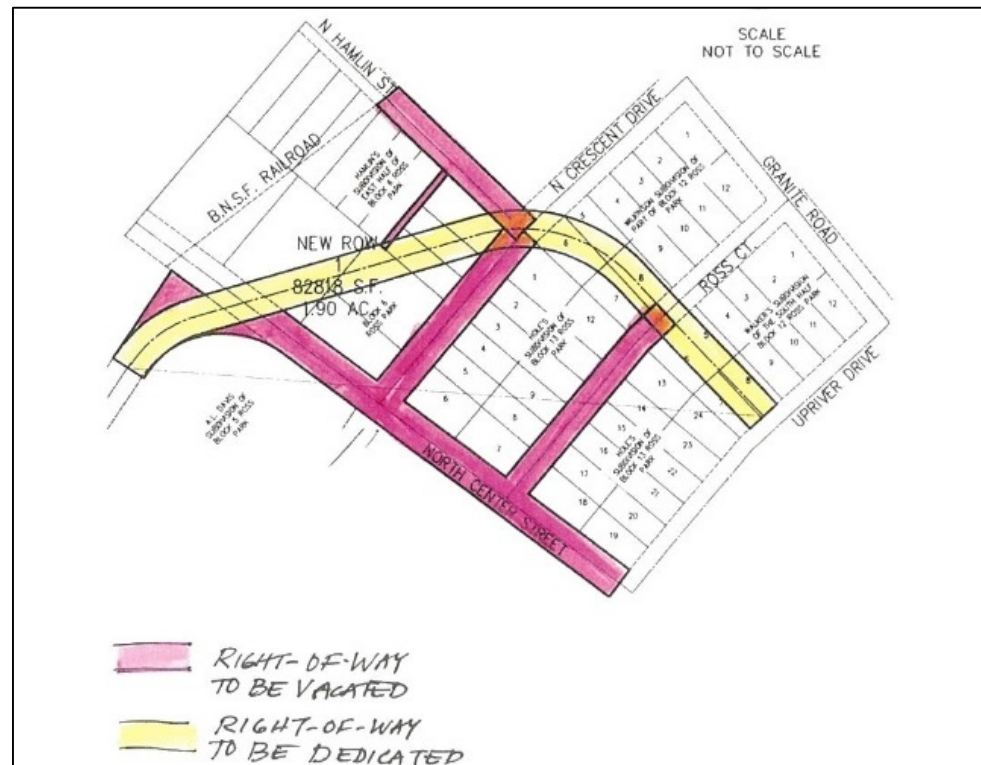


- K. Past Neighborhood Planning Processes. In 2011 the Logan Neighborhood chose to develop a set of new zoning districts and standards for the Hamilton corridor, using form-based zoning concepts. While the Hamilton Corridor zoning has been adopted by the City, the subject properties are too distant from that part of the neighborhood to have any implications on the Neighborhood's plans. The subject properties are outside the Hamilton Corridor zoning. Likewise, all parcels within the vicinity of the subject properties are outside the Hamilton Corridor.
- L. Concurrent Requests by Applicant. Concurrent with the requested Land Use and Zoning change, Avista Corporation is seeking two other approvals from the City. These other approvals are not dependent on this application – the approval or denial of those requests will have no effect on the approval/denial of the land use

and zoning change. However, they are worth noting as they reflect Avista Corporation's overall plans for the subject properties.

Street Vacation/Dedication

Avista Corporation requested that the City vacate portions of N Center Street, N Hamlin Street, and E Ross Court in the vicinity of the subject properties. Following approval of the vacation, the applicant (Avista) is expected to request an extension of N North Center Street to the east, curving southeast to create a new intersection with E Upriver Drive southeast of the subject properties (see figure below). The City Council approved the request for vacation of the roadways on August 15, 2016.²



Shoreline Conditional Use Permit

Avista Corporation requested that the City grant a Shoreline Conditional Use Permit for the construction of a new intersection at the termination of the extended E North Crescent Avenue. The Spokane Hearing Examiner held a hearing on this proposal on June 2, 2016. The request for a Shoreline Conditional Use Permit was approved by the Hearing Examiner on that date.³

- M. Applicable Municipal Code Regulations. SMC 17G.020, Comprehensive Plan Amendment Procedures.

² Spokane City Ordinance ORD C35423.

³ City of Spokane Planning File #Z1500071SCUP.

N. Application Process:

- Application was submitted on October 31, 2015 and Certified Complete on December 1, 2015;
- Agency Comment from Interested City Departments and Agencies was requested December 9, 2015 to be completed by February 8, 2016.
- Notice of Application was posted, published, and mailed on May 10, 2016, which began a 60 day public comment period. The comment period, scheduled to end on July 11, 2016, was extended to July 25, 2016;
- The applicant made a presentation regarding the proposal to the Logan Neighborhood Council on May 25, 2016;
- A SEPA Determination of Non-Significance was issued on August 23, 2016;
- Notice of Plan Commission Public Hearing and SEPA Determination was posted and mailed by August 30, 2016;
- Notice of Public Hearing and SEPA Determination was published on August 30, 2016 and September 6, 2016;
- Comprehensive Plan Amendment Hearing Date is scheduled with the Plan Commission for September 14, 2016, with continuance likely to September 21, 2016, and with deliberations likely continued to September 28, 2016.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for their review. Department and outside agency comments are included in this report as **Exhibits PA-1** through **PA-3**. Three agency/city department comments were received regarding this application:

- County of Spokane, Public Works
- City of Spokane, Fire Department
- City of Spokane, Planning & Development

The majority of comments received concerned requests for additional information, once a future development proposal for the subject property is submitted. As this application does not include specific improvement proposals and only concerns the land use and zoning of the parcel, these comments did not warrant additional study. The City of Spokane Planning & Development comments also included a statement that no conflict with City utilities is expected.

Notice of this proposal was also sent to all property owners within the notification area and was posted on the subject property, in the Spokesman Review and in the local library branch. No public comments were received during the public comment period.

V. TECHNICAL REPORTS & OTHER RELEVANT DOCUMENTS

No technical reports were requested by any commenting agency, nor were any required by the City.

VI. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES

SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.
2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
6. The proposed changes must result in a net benefit to the general public.

VII. REVIEW CRITERIA

SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, in evaluating proposals to amend the comprehensive plan. The following is a list of those considerations followed by staff analysis relative each.

- A. Regulatory Changes.** Amendments to the Comprehensive Plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff has reviewed and processed the proposed amendment in accordance with the most current regulations of the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent state or federal or local legislative actions with which the proposal would be in conflict.

- B. GMA.** The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The "Legislative findings" included in the Revised Code of Washington pertaining to GMA is essentially a call for coordinated and planned growth that is done cooperatively between citizens, government, and the private sector. The complete text of the "Legislative findings" follows:

RCW 36.70A.010, Legislative findings.

The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning.

The Growth Management Act details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), including the following goals that are relevant to this application:

(1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

(2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

(3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.

(5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.

(11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.

(12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

The Growth Management Hearings Board for Eastern Washington has indicated that these goals are to guide the development and adoption of comprehensive plans and development regulations. The goals are all created equal with no priority set forth by the legislature and with no goal independently creating a substantive requirement. City of Wenatchee v. Chelan County, EWGMHB Case No. 08-1-

0015, FDO at 25 (March 6, 2009). The Board recognized that this lack of priority becomes problematic when jurisdictions are faced with competing goals, and indicated that, although the GMA does not permit the elevation of a single goal to the detriment of other equally important GMA goals, the GMA does permit local legislative bodies to give varying degrees of emphasis to the goals so as to allow them to make decisions based on local needs in order to harmonize and balance the goals. *Id.*

GMA's goals guided the City's development of its comprehensive plan and development regulations. Application of the review criteria in Chapter 17G.020 SMC ensures that amendments to the comprehensive plan are also guided by and consistent with GMA's goals and purposes. The applicant has provided a discussion/analysis on this topic in their application materials which discusses all 13 goals and the proposal's relationship to each (reference **Exhibit A-1**).

- C. Financing.** In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The City did not require, nor did any Agency comment request or require a traffic impact analysis for the proposal. Furthermore, as shown in **Exhibit PA-3**, any impacts to city utilities and non-transportation infrastructure would be mitigated by enforcement of City policies and development regulations. The subject property is already served by water, sewer, and transit service and lies immediately adjacent to existing local streets. Per State law, subsequent development of the site will be subject to a concurrency determination under SMC 17D.010.020. Staff is confident that, between enforcing the concurrency requirement and enforcement of the City's development regulations and standards, including the collection of transportation impact fees, any infrastructure implications associated with development of the site will be addressed concurrent with development of the site.

- D. Funding Shortfall.** If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: As indicated in the previous section, staff is confident that, by enforcing concurrency, the City's development regulations, and by collecting appropriate transportation impact fees, the applicant will be required to cover the cost of mitigating the impacts of development of the site.

- E. Internal Consistency.** The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals

or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Staff Analysis:

1. Development Regulations. *As a non-project proposal, there are no specific plans for development of this site. Additionally, any future development on this site will be required to be consistent with the current Development Regulations at the time an application is submitted.*
2. Capital Facilities Program. *See discussion under paragraph C, above. As no additional infrastructure or capital expenditures by the City are anticipated for this non-project action, it is not anticipated that the City's integrated Capital Facilities Program would be affected by the proposal.*
3. Neighborhood Planning Documents Adopted After 2001. *The Logan Neighborhood adopted form-based zoning standards for the Hamilton Corridor, which were subsequently approved and adopted by the City. However, that corridor lies well outside the vicinity of the subject properties and would not affect the proposal.*
4. Miscellaneous Comprehensive Plan Goals and Policies. *Staff have compiled a group of Comprehensive Plan Goals and Policies which are excerpted from the Comprehensive Plan and contained in **Exhibit S-2** of this report. Further discussion of cogent Comprehensive Plan policies are included under criterion K.2 below.*

The various factors related to internal consistency, as shown above, seem to indicate that the project would be consistent with internal requirements of the City. The Plan Commission will need to determine in their deliberations if this criterion has been met, or if it can adequately be addressed through conditions as may be imposed as a condition of the Comprehensive Plan amendment and any subsequent development application, in accordance with the provisions of SMC §17D.010.020(C)(2)(c).

- E. Regional Consistency. All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: *No comments have been received from any agency, city department, or neighboring jurisdiction indicating that this proposal is not regionally consistent.*

- G. Cumulative Effect. All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning

documents, adopted environmental policies and other relevant implementation measures.

- i. Land Use Impacts. In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.
- ii. Grouping. Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: This application is being reviewed as part of the annual cycle of comprehensive plan amendments along with two other applications for Comprehensive Plan Amendments. The three applications under consideration are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Each of the three applications lies in a different neighborhood and different City Council district. Each of the three is separated from the others by large swaths of pre-existing urban development. While all three applications concern proposed changes in land use and zoning, the conditions and exact modification(s) of land use and zoning are not likely to affect each other in any cumulative amount. As such, it appears that no cumulative effects are possible, nor do the potential for such effects need to be analyzed.

H. SEPA. SEPA review must be completed on all amendment proposals.

1. Grouping. When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.
2. DS. If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

*Staff Analysis: The application has been reviewed in accordance with the State Environmental Policy Act (SEPA) that requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of information contained with the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, a review of other information available to the Director of Planning Services, a Determination of Non-Significance (DNS) was issued on August 23, 2016; City of Spokane Planning, lead agency; Lisa D. Key, Planning Director, SEPA Responsible Official. The DNS is attached as **Exhibit S-1**.*

I. Adequate Public Facilities. The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described

in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal. There were no comments received that would indicate a concern regarding the provision of public facilities and services to the subject property. The requested Comp Plan Amendment is a non-project action, however, so no concurrency determination is being made at this time. A concurrency determination would be required at the time of any development application on the subject property.

- J. UGA. Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: The proposal does not involve amendment of the urban growth area boundary. Therefore, this criterion is not applicable to this proposal.

K. Consistent Amendments.

1. Policy Adjustments. Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan. Examples of such findings could include:
 - a. Growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
 - b. The capacity to provide adequate services is diminished or increased;
 - c. Land availability to meet demand is reduced;
 - d. Population or employment growth is significantly different than the plan's assumptions;
 - e. Plan objectives are not being met as specified;
 - f. The effect of the plan on land values and affordable housing is contrary to plan goals;
 - g. Transportation and/or other capital improvements are not being made as expected; and/or
 - h. A question of consistency exists between the comprehensive plan and its elements and chapter 36.70A RCW, the countywide planning policies, or development regulations.

Staff Analysis: This proposal is a request for a Comprehensive Plan Land Use Plan Map amendment, not a policy adjustment. This criterion is not applicable to this proposal.

2. Map Changes. Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:

- a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Staff Analysis: Of specific application to this criteria is Comprehensive Plan policy LU 1.10 “Industry,” which states that the City should provide a variety of industrial locations and site sizes for industrial development. The policy goes on to say that industrial locations should be:

- Free from critical areas;*
- Not subject to conflicting adjacent land uses;*
- Readily accessible to adequate transportation, utility, and service systems; and*
- Convenient to the labor force.*

Regarding critical areas, the subject properties are generally flat and do not contain any wetlands or wetland buffers, as shown on City of Spokane GIS maps. Likewise, the subject properties lie outside any flood zone or hazardous soils or geography.

Regarding adjacent land uses, the subject properties are surrounded on three sides by Light Industrial uses. Only properties to the northeast of the subject properties could potentially conflict with a Light Industrial designation on the subject properties. As was determined in the previous land use designation change for surrounding properties, those potential conflicts could be adequately addressed through the landscaping, screening, and frontage improvements required by the Spokane Municipal Code, most directly by the requirements of Spokane Municipal Code 17C.130. Furthermore, were the Avista Corporation application for the rerouting of E North Crescent Avenue approved, the non-industrial uses to the northeast would be further separated from the proposed light industrial uses of the subject properties by a new street (see background information III.L above).

Lastly, regarding readily accessible transportation and convenience for the labor force, the subject properties are served adequately by three existing local streets. Furthermore, existing transit service is located within ¼ mile.

The Plan Commission will need to determine if this criterion has been met, or if it can adequately be addressed through conditions as may be imposed as a condition of the Comprehensive Plan amendment and any subsequent development application, in accordance with the provisions of SMC §17D.010.020(C)(2)(c).

- b. The map amendment or site is suitable for the proposed designation;

Staff Analysis: *As discussed in the items above, there is no indication that the proposal would require additional infrastructure or capital facilities to serve it. Likewise, as discussed above, the proposal would appear to concern properties that would be sufficiently buffered from non-industrial uses to the northeast through application of Spokane Municipal Code standards at the time of development.*

- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Staff Analysis: *As discussed in general in items a and b above and in consideration of the policies listed in **Exhibit S-2**, the proposal would appear to be supportive of the Light Industrial zoning designation of the adjacent parcels. Likewise, application of Spokane Municipal Code requirements for landscaping, screening, and frontage improvement would ensure that conflicts with adjacent non-industrial uses would be minimized. The Plan Commission will need to determine in their deliberations if this criterion has been met, or if it can adequately be addressed through conditions as may be imposed as a condition of the Comprehensive Plan amendment and any subsequent development application, in accordance with the provisions of SMC §17D.010.020(C)(2)(c).*

3. Rezones, Land Use Plan Map Amendment. Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: *If the land use plan map amendment is approved as proposed, the zoning designation of the parcels will change from RMF (Residential Multi-Family) to LI (Light Industrial). No policy language changes have been identified as necessary to support the proposed land use plan map amendment. As such, it appears that this criterion would be met for the proposed land use designation change.*

L. Inconsistent Amendments.

1. Review Cycle. Because of the length of time required for staff review, public comment, and plan commission's in-depth analysis of the applicant's extensive supporting data and long-term trend analysis, proposals that are not consistent with the comprehensive plan are addressed only within the context of the required comprehensive plan update cycle every seven years pursuant to RCW 36.70A.130(4)(C) and every other year starting in 2005.

Staff Analysis: The City of Spokane uses a method of "consistent" and "inconsistent" annual review, with "inconsistent" proposals only allowed to be reviewed every other year. This request is being considered under a "consistent" review cycle. No inconsistencies with the Comprehensive Plan have emerged during analysis [see discussion under criterion K.2 above], thus it appears to be appropriate to consider this proposal in the current year.

2. Adequate Documentation of Need for Change.

- a. The burden of proof rests entirely with the applicant to provide convincing evidence that community values, priorities, needs and trends have changed sufficiently to justify a fundamental shift in the comprehensive plan. Results from various measurement systems should be used to demonstrate or document the need to depart from the current version of the comprehensive plan. Relevant information may include:
- b. Growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
- c. The capacity to provide adequate services is diminished or increased;
- d. Land availability to meet demand is reduced;
- e. Population or employment growth is significantly different than the plan's assumptions;
- f. Transportation and/or other capital improvements are not being made as expected;
- g. Conditions have changed substantially in the area within which the subject property lies and/or Citywide;
- h. Assumptions upon which the plan is based are found to be invalid; or
- i. Sufficient change or lack of change in circumstances dictates the need for such consideration.

Staff Analysis: This application is not being reviewed as an inconsistent Comprehensive Plan Land Use Map Plan amendment request. As such, the criterion above does not appear to be applicable to this application.

3. Overall Consistency. If significantly inconsistent with the current version of the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Staff Analysis: This is not being reviewed as an inconsistent Comprehensive Plan Land Use Map Plan amendment request. As such, the criterion above does not appear to be applicable to this application.

If the Plan Commission were to find that the proposal is an “inconsistent amendment”, they would need to determine if they had enough information to reach a decision, based upon the criteria detailed in the above discussion. If not, they could recommend denial of the application (as per SMC 17G.020.060 (M)(2)).

VIII. DRAFT FINDINGS OF FACT

- A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A).
- B. The City of Spokane adopted a Comprehensive Plan in May of 2001, in compliance with the requirements of the GMA, and has provided for periodic updates and annual amendments, as allowed under GMA.
- C. Under GMA, comprehensive plans may be amended no more frequently than once per year. All amendment proposals must be considered concurrently in order to be evaluated for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations. Pursuant to Spokane Municipal Code 17G.020.020 all applications submitted by the deadline and found to be complete, excluding a single application that was withdrawn by the applicant prior to the public comment period, have been considered concurrently and constitute the only amendments to the Comprehensive Plan this calendar year.
- D. Comprehensive Plan amendment application Z1500078COMP (reference **Exhibit A-1**) was submitted by the October 31, 2015 deadline for Plan Commission review during the 2015/2016 amendment cycle, as required by Spokane Municipal Code 17G.020.060.C.
- E. The proposed amendment is to the Land Use Plan Map of the City's Comprehensive Plan, which the application proposes to modify the land use designation of fourteen properties totaling 2.78 acres from “Residential Multi-Family” to “Light Industrial”.
- E. The subject properties comprise fourteen parcels within the southwest 1/4 of Section 9, Township 25 North, Range 43 East, Willamette Meridian, being further described as Ross Park, Holes subdivision lots 1 through 4, parts of lots 5 and 6,

and lots 7 through 12, as well as Wilkinson subdivision lots 6 and 7, all in the City of Spokane, Logan Neighborhood. These properties were annexed into the City of Spokane in 1891 in combination with many other parcels.

- G. The subject properties are accessed via three streets designated by the City as “local” streets: E North Crescent Avenue, E Ross Court, and N North Center Street.
- H. The requested implementing zoning designation is “Light Industrial” for the entire property.
- I. Staff requested comments from agencies and departments on December 9, 2015. Comments received are summarized as follows:
- Scott Engelhard of the County of Spokane Public Works (reference **Exhibit PA-1**);
 - Dave Kokot, P.E., of the City of Spokane Fire Department (reference **Exhibit PA-2**); and,
 - Eldon Brown, P.E., of the City of Spokane Planning & Development Department (reference **Exhibit PA-3**).
- J. A public comment period was originally set to run from May 10, 2016, to July 11, 2016 to provide a 60 day comment period. Due to the date of submittal of technical analyses required of another Comprehensive Plan Amendment application, the public comment period was extended by 14 days, through July 25, 2016. Regardless, no public comments were received during the comment period.
- K. The Logan Neighborhood Council received a presentation from the applicant at their May 25, 2016 meeting.
- L. The Community Assembly received a presentation regarding the proposed 2015/2016 Comprehensive Plan amendment applications at their June 2, 2016 meeting.
- M. The Spokane Plan Commission held a substantive workshop to study the requested amendment on May 25, 2016.
- N. A State Environmental Policy Act (SEPA) Determination of Non-Significance was issued on August 23, 2016 by City of Spokane Planning; Lisa Key, Planning Director and SEPA Responsible Official (see **Exhibit S-1**). The public appeal period for the SEPA determination ends at 5pm on September 13, 2016.
- O. On August 26, 2016 the Washington State Department of Commerce and appropriate state agencies were given the 60-day notice before adoption of any proposed changes to the Comprehensive Plan.
- P. Notice of the Public Hearing and Determination of Non-Significance for the proposed Comprehensive Plan Land Use Map amendment, was published in the Spokesman Review on August 30, and September 6, 2016 and the Official City Gazette on August 31, September 7, and September 14, 2016.

- Q. Notice of Public Hearing and SEPA Determination was posted on the subject property and mailed to all property owners and tax payers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a 400 foot radius of any portion of the boundary of the subject property on August 30, 2016.
- R. The staff report provided an analysis of all the decision criteria for approval of a Comprehensive Plan amendment as prescribed by SMC 17.G.020, Comprehensive Plan Amendment Procedure.
- S. The Plan Commission held a public hearing on the requested amendment on September 14, 201, which was continued September 21, 2016, and deliberations were held on September 28.
- T. As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given that opportunity to comment.

Additional findings of fact may be added by the Plan Commission during deliberations, based upon new information that may be introduced into the record through the course of the hearing proceedings.

IX. DRAFT CONCLUSIONS:

Based upon the application materials, technical studies, staff analysis, SEPA review, agency and public comments received, and public testimony presented regarding the requested Comprehensive Plan Amendment application File No. Z1500084, the Plan Commission will need to address the following conclusions with respect to the review criteria, as detailed in SMC 17G.020.030, and the decision criteria, as detailed in SMC 17G.020.060(M) in their deliberations:

1. The proposed amendment to the comprehensive plan **IS / IS NOT** consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.
2. The proposed change **IS / IS NOT** consistent with the goals and purposes of the state Growth Management Act.
3. Infrastructure implications of the proposed comprehensive plan amendment **IS / IS NOT** reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.
4. The proposed amendment **IS / IS NOT** internally consistent with development regulations, capital facilities program, shoreline master program, the downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa.
5. The proposed amendment to the comprehensive plan **IS / IS NOT** consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring

- jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.
6. The 2015/2016 proposed Comprehensive Plan amendments **HAVE / HAVE NOT** been reviewed concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.
 7. Adverse environmental impacts association with this proposed amendment **HAVE / HAVE NOT** been identified. If adverse environmental impacts have been identified, adequate mitigation measures **HAVE / HAVE NOT** been identified as requirements for incorporation into a decision on the proposed amendment.
 8. A SEPA review **HAS / HAS NOT** been completed on the requested amendment.
 9. The proposed amendment **DOES / DOES NOT** adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.
 10. The proposed land use designation **IS / IS NOT** in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).
 11. The proposed map amendment and site **ARE / ARE NOT** suitable for the proposed designation.
 12. The map amendment **DOES / DOES NOT** implement applicable comprehensive plan policies better than the current map designation.
 13. The proposed amendment **IS / IS NOT** consistent with the Comprehensive Plan policies.
 14. The applicant **HAS / HAS NOT** presented enough evidence to justify the need for the proposed change to the Comprehensive Plan.
 15. The proposed change to the Comprehensive Plan **IS / IS NOT** more effectively or appropriately addressed through another aspect of the planning department's work program (neighborhood planning, writing new regulations, etc.).
 16. The Plan Commission **DID / DID NOT** receive enough information from the applicant to be able to reach a decision based on the merits of the proposal.

X. PLAN COMMISSION RECOMENDATION:

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan.

If recommended for approval, the Plan Commission may incorporate conditions of approval into their recommendation, as may be identified in deliberations as necessary

and/or appropriate to address the review criteria, decision criteria, and/or neighborhood compatibility issues.

XI. LIST OF EXHIBITS

Exhibit	Description
A-1	Application Materials
A-2	SEPA Checklist
S-1	SEPA Determination of Non-Significance
S-2	Relevant Comprehensive Plan Policies
PA-1	Agency Comment - County of Spokane, Public Works
PA-2	Department Comment - City of Spokane, Fire Department
PA-3	Department Comment - City of Spokane, Planning & Development

NOTICE



ORD C35448 Exhibits (General application and attachments) are available for viewing at the following link:

<https://my.spokanecity.org/projects/avista-corporation-comprehensive-plan-amendment/>

In addition the Exhibits are available for viewing at the City Clerk's Office – 5th Floor, City Hall (clerks@spokanecity.org or 509.625.6350) and/or copies will be made available upon request.

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

10/31/2016

<u>Date Rec'd</u>	10/14/2016
<u>Clerk's File #</u>	ORD C35449
<u>Renews #</u>	

<u>Submitting Dept</u>	PLANNING	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	L. KEY/T. BLACK 625-6185	<u>Project #</u>	
<u>Contact E-Mail</u>	TBLACK@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0650 - Z1500084COMP - MORNINGSIDE		

Agenda Wording

An ordinance relating to application made by Morningside investments LLC, planning file #Z1500084COMP AND amending the Land Use plan Map of the City's Comprehensive Plan from "Residential 4-10" to "Residential 10-20" and "Residential 15-30" for

Summary (Background)

This Application for a Comprehensive Plan Land Use Map Amendment is being considered concurrently through the annual Comprehensive Plan Amendment cycle as required by the Growth Management Act. The application has fulfilled public participation and notification requirements. The Plan Commission held a Public Hearing on September 14, 21, and 28, 2016 to consider this amendment and has recommended denial of the amendment. Plan Commission Findings and Conclusions are attached.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEY, LISA	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	PED 6/20/16 & 10/17/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	Engineering Admin	
<u>For the Mayor</u>	CODDINGTON, BRIAN	tblack@spokanecity.org	
<u>Additional Approvals</u>		lkey@spokanecity.org	
<u>Purchasing</u>		jbonnet@jrbonnet.com	
		jrichman@spokanecity.org	
		jmallahan@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

approximately 45.5 acres described as: All Parcels and tracts within the Windhaven First Addition PUD, except Lots 1-8 Block 4, LOTS 1-13,Block 5, Lots 1-5 Block 6 Which is comprised of 260 Platted Lots; and amending the zoning map from "Residential Single Family" (RSF) to "Residential Two Family (RTF)" and "Residential Multi-Family (RMF)".

Summary (Background)

Staff Report and SEPA Determination attached.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35449

AN ORDINANCE RELATING TO APPLICATION MADE BY MORNINGSIDE INVESTMENTS LLC, PLANNING FILE #Z1500084COMP AND AMENDING THE LAND USE PLAN MAP OF THE CITY'S COMPREHENSIVE PLAN FROM "RESIDENTIAL 4-10" TO "RESIDENTIAL 10-20" AND "RESIDENTIAL 15-30" FOR APPROXIMATELY 45.5 ACRES TOTAL DESCRIBED AS: ALL PARCELS AND TRACTS WITHIN THE WINDHAVEN FIRST ADDITION PUD, EXCEPT LOTS 1-8 BLOCK 4, LOTS 1-13, BLOCK 5, LOTS 1-5 BLOCK 6 WHICH IS COMPRISED OF 260 PLATTED LOTS; AND AMENDING THE ZONING MAP FROM "RESIDENTIAL SINGLE FAMILY" (RSF) TO "RESIDENTIAL TWO FAMILY (RTF)" AND "RESIDENTIAL MULTIFAMILY (RMF)".

WHEREAS, the Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A); and

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act requires continuing review and evaluation of the Comprehensive Plan and contemplates an annual amendment process for incorporating necessary and appropriate revisions to the Comprehensive Plan; and

WHEREAS, land use amendment application Z1500084COMP (the "Application") was timely submitted to the City for consideration during the City's 2016 Comprehensive Plan amendment cycle; and

WHEREAS, the Application seeks to amend the Land Use Plan Map of the City's Comprehensive Plan for a change from "Residential 4-10" to "Residential 10-20" for 3.87 acres of the subject property and from "Residential 4-10" to "Residential 15-30" for 41.63 acres of the subject property. If approved, the implementing zoning designation requested is "Residential Two Family" (RTF) and "Residential Multifamily (RMF); and

WHEREAS, staff requested comments from agencies and departments on December 9, 2015, and a public comment period ran from May 10, 2016 to July 25, 2016; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on August 31, 2016; and

WHEREAS, the Spokane City Plan Commission held substantive workshops regarding the Application on June 8, 2016 and June 22, 2016; and

WHEREAS, on or about August 23, 2016, the responsible official issued a State Environmental Policy Act (SEPA) Mitigated Determination of Non-Significance was for the Application ("MDNS"). The public comment period for the SEPA determination ended on September 13, 2016; and

WHEREAS, on or about September 13, 2016, the North Indian Trail Neighborhood Council filed an appeal of the MDNS with the Hearing Examiner's Office. The appeal was subsequently withdrawn; and

WHEREAS, notice of the SEPA Checklist and Determination, the Land Use Plan Map changes, and the Zoning Map changes, and announcement of the September 14, 21, and 28, 2016 Plan Commission Public Hearing was published in the Spokesman-Review on August 30, 2016 and September 6, 2016; and

WHEREAS, Notice of Plan Commission Public Hearing and SEPA Determination was posted on the property and mailed to all property owners and taxpayers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a four hundred foot radius of any portion of the boundary of the subject property on August 30, 2016; and

WHEREAS, staff report for Application Z1500084COMP reviewed the criteria relevant to consideration of the Application; and

WHEREAS, the Spokane Plan Commission conducted a public hearing and deliberated on September 14, 21 and 28, 2016 for the Application Z1500084COMP and other proposed amendments; and

WHEREAS, the Spokane Plan Commission found that Application Z1400064COMP is inconsistent with the Comprehensive Plan; and

WHEREAS, the Plan Commission voted 4 to 3 to recommend denial of Application Z1500084COMP; and

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

NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:

1. Approval of Application. Application Z1500084COMP is approved.
2. Amendment of Land Use Map. The Spokane Comprehensive Plan Land Use Map is amended from "Residential 4-10" to "Residential 10-20" for 3.87 acres and "Residential 4-10" to "Residential 15-30" for 41.63 acres as shown in Exhibit A.

3. Amendment of Zoning Map. The City of Spokane Zoning Map is amended from "RSF" to "RTF" and "RMF" for this same area as shown in Exhibit B.

PASSED BY THE CITY COUNCIL ON _____, 2016.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Exhibit A

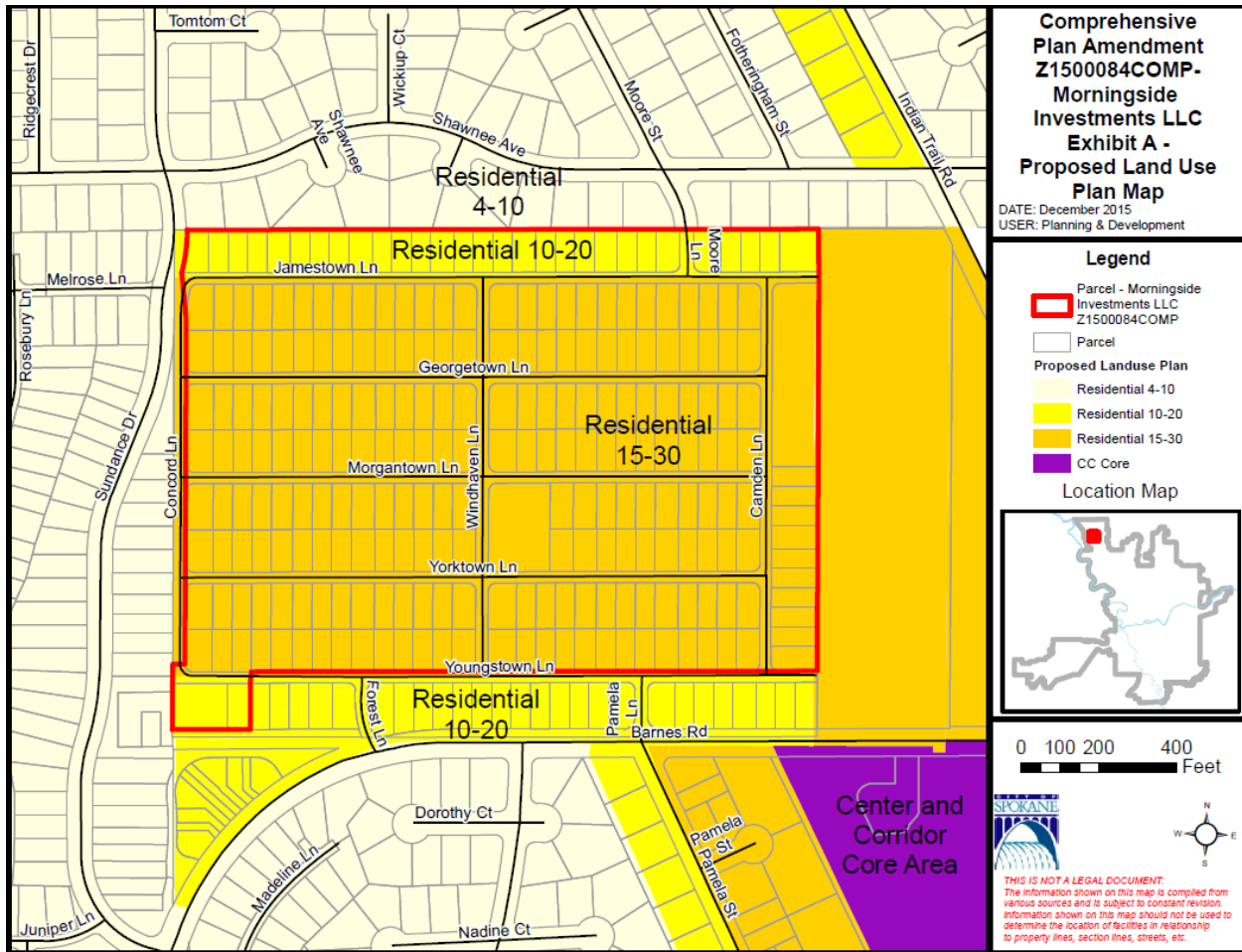
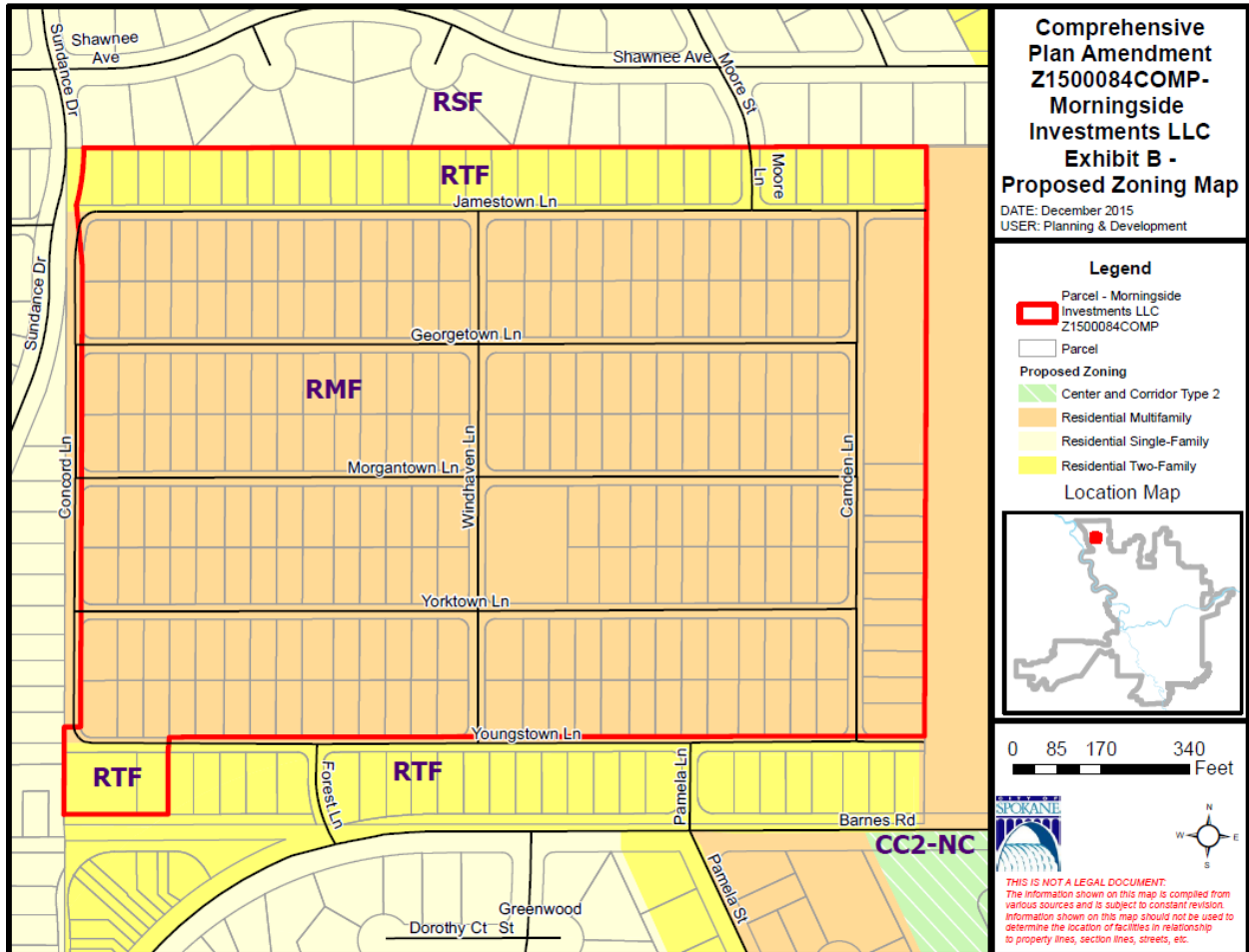


Exhibit B



**CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND
RECOMMENDATIONS ON THE COMPREHENSIVE PLAN LAND USE MAP
AMENDMENT FILE NO. Z1500084COMP**

A Recommendation of the City Plan Commission to the City Council in the matter of a proposed Comprehensive Plan Amendment application by Jay Bonnett, on behalf of Morningside Investments, LLC to amend the land use plan designation from “Residential 4 – 10” on 45.5 acres to “Residential 15 – 30” on 41.63 acres, and “Residential 10 – 20” on 3.87 acres. The implementing zoning designations requested are RMF and RTF, respectively.

FINDINGS OF FACT:

- A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A).
- B. The City of Spokane adopted a Comprehensive Plan in May of 2001, in compliance with the requirements of the GMA, and has provided for periodic updates and annual amendments, as allowed under GMA.
- C. Under GMA, comprehensive plans generally may be amended no more frequently than once per year. All amendment proposals must be considered concurrently, in order to be evaluated for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.
- D. Comprehensive Plan amendment application Z1500084 (reference **Exhibit A-1**) was submitted by October 31, 2015 deadline for Plan Commission review during the 2015/2016 amendment cycle.
- E. The proposed amendment is to the Land Use Plan Map of the City’s Comprehensive Plan to change the land use designation on 45.5 acres of 49.48 acres within the Windhaven First Addition PUD (the “Subject Property”). The applicant proposes amending 41.63 acres of “Residential 4 – 10” to “Residential 15 - 30”, and 3.87 acres of “Residential 4 – 10” to “Residential 10 – 20”.
- F. The subject property includes all parcels and tracts within the Windhaven First Addition PUD, except Lots 1 - 8, Block 4, Lots 1 - 13, Block 5, and Lots 1 – 5, Block 6. The Windhaven First Addition PUD was final platted in 2006, with private roads and utilities constructed, but no further development has taken place since the time of final plat.
- G. The subject property is located near the northwest corner of the Indian Trail Neighborhood Center.
- H. The core of the Indian Trail Neighborhood Center consists of approximately 37 acres with an adjacent 61.55 acres of property zoned for multifamily residential use, and 24.56 acres zoned for office use (which also allows high density residential use). Combined, the core of the neighborhood center and the surrounding property zoned for multifamily use comprises approximately 123 acres. If this application is approved, the subject property would create

the potential for an additional 45.5 acres of higher density housing in the vicinity of the neighborhood center.

- I. At the conclusion of an abbreviated neighborhood center planning process, in 2007, the City Council adopted Ordinance C34154, amending the City's Comprehensive Plan Land Use Plan Map and Official Zoning Map per the "North Indian Trail Neighborhood Center Land Use Plan Map Proposal." The Subject Property was zoned RSF as part of that abbreviated neighborhood center planning process.
- J. The subject property is accessed via W. Barnes Road, a local street, with secondary access from W. Shawnee Avenue, also a local street. Both local streets feed onto N. Indian Trail Road, which is classified as a minor arterial.
- K. The requested implementing zoning designation is Residential Multifamily on the area designated as "Residential 15-30", and Residential Two-Family on the area designated as "Residential 10-20".
- L. Staff requested comments from agencies and departments on December 9, 2015. Comments received are summarized in **Exhibit S-2**.
- M. A Traffic Impact Analysis (TIA) was requested by City of Spokane Streets Department staff on December 10, 2015. A draft of the TIA was submitted to the City dated May 2016, with the final report issued on July 11, 2016 (reference **Exhibit A-5**).
- N. A public comment period was originally set to run from May 10, 2016, to July 11, 2016 to provide a 60-day comment period. Due to the date of submittal of the final TIA by the applicant, the public comment periods was extended to July 25, 2016. Comments received from the public through July 25, 2016 are summarized in Exhibit P-1. The entire text of public comments is on file.
- O. The Indian Trail Neighborhood Council received a presentation from the applicant's traffic engineer on May 28, 2016, and a presentation by the applicant at their June 16, 2016 meeting.
- P. The Community Assembly received a presentation regarding the proposed 2015/2016 Comprehensive Plan amendment applications at their June 2, 2016 meeting.
- Q. The Spokane Plan Commission held substantive workshops to study the requested amendment on June 8, 2016, and June 22, 2016.
- R. A Mitigated Determination of Non-Significance (MDNS) was issued on August 23, 2016 by City of Spokane Planning; Lisa Key, Planning Director, SEPA Responsible Official. (reference **Exhibit S-1**). The North Indian Trail Neighborhood Council appealed the MDNS to the Hearing Examiner. Per the City's code, the appeal process runs concurrently with the Plan Commission hearing process.
- S. On August 26, 2016, the Washington State Department of Commerce and appropriate state agencies were given the 60-day notice before adoption of any proposed changes to the Comprehensive Plan.

- T. Notice of the Public Hearing and Mitigated Determination of Non-significance for the proposed Comprehensive Plan Land Use Map amendment, was published in the Spokesman Review on August 30, and September 6, 2016 and the Official City Gazette on August 31, September 7, and September 14, 2016.
- U. Notice of Public Hearing and SEPA Determination was posted on the subject property and mailed to all property owners and tax payers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a 400 foot radius of any portion of the boundary of the subject property on August 30, 2016.
- V. The staff report provided an analysis of all the decision criteria for approval a Comprehensive Plan amendment as prescribed by SMC 17.G.020, Comprehensive Plan Amendment Procedure.
- W. The Plan Commission held a public hearing on the requested amendment on September 14, 2016 with continuation on September 21, 2016.
- X. As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given that opportunity to comment.

CONCLUSIONS:

Based upon the application materials, technical studies, staff analysis, SEPA review, agency and public comments received, and public testimony presented regarding the requested Comprehensive Plan Amendment application File No. Z1500084, the Plan Commission makes the following conclusions with respect to the review criteria, as detailed in SMC 17G.020.030, and the decision criteria, as detailed in SMC 17G.020.060(M):

1. The proposed amendment to the comprehensive plan **IS** consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.
2. The proposed change **IS NOT** consistent with the goals and purposes of the state Growth Management Act.
3. Infrastructure implications of the proposed comprehensive plan amendment **ARE NOT** reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.
4. Mitigations for the proposed amendment **DO NOT** result in a potential funding shortfall that suggests the need to scale back on land use objectives and/or service level standards.
5. The proposed amendment **IS NOT** internally consistent with development regulations, capital facilities program, shoreline master program, the downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa.

6. The proposed amendment to the comprehensive plan **IS** consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.
7. The 2015/2016 proposed Comprehensive Plan amendments **HAVE** been reviewed concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.
8. Adverse environmental impacts associated with this proposed amendment **HAVE** been identified. If adverse environmental impacts have been identified, adequate mitigation measures **HAVE** been identified as requirements for incorporation into a decision on the proposed amendment.
9. A SEPA review **HAS** been completed on the requested amendment.
10. The proposed amendment **DOES NOT** adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.
11. The proposed land use designation **IS NOT** in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).
12. The proposed map amendment and site **ARE NOT** suitable for the proposed designation.
13. The map amendment **DOES NOT** implement applicable comprehensive plan policies better than the current map designation.
14. The proposed amendment **IS NOT** consistent with the Comprehensive Plan policies.
15. The applicant **HAS NOT** presented enough evidence to justify the need for the proposed change to the Comprehensive Plan.
16. The proposed change to the Comprehensive Plan **IS** more effectively or appropriately addressed through another aspect of the planning department's work program, (such as neighborhood planning, writing new regulations, etc.).
17. The Plan Commission **DID** receive enough information from the applicant to be able to reach a decision based on the merits of the proposal.

RECOMMENDATION:

In the matter of Z1500084COMP, a request by J.R. Bonnett Engineering on behalf of Morningside Investments, LLC to change the land use plan designation on 45.5 acres of 49.48 acres within the Windhaven First Addition PUD, to include changing 41.63 acres from "Residential 4 – 10" to "Residential 15 - 30", with a corresponding change of the implementing

zoning to Residential Multifamily; and, changing 3.87 acres of "Residential 4 – 10" to "Residential 10 – 20", with a corresponding change of the implementing zoning to Residential Two-Family, as based upon the above listed findings and conclusions, by a vote of 4 to 3 with 1 abstention, the Plan Commissions recommends to City Council the **DENIAL** of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan.

A handwritten signature in black ink, appearing to read "Dennis Dellwo", written over a horizontal line.

**Dennis Dellwo, President
Spokane Plan Commission
September 28, 2016**

**STAFF REPORT ON COMPREHENSIVE PLAN
LAND USE AMENDMENT APPLICATION
45.5 acres north of Barnes Road; Morningside Investments LLC; File Z150084COMP**

I. SUMMARY OF REQUEST AND RECOMMENDATIONS:

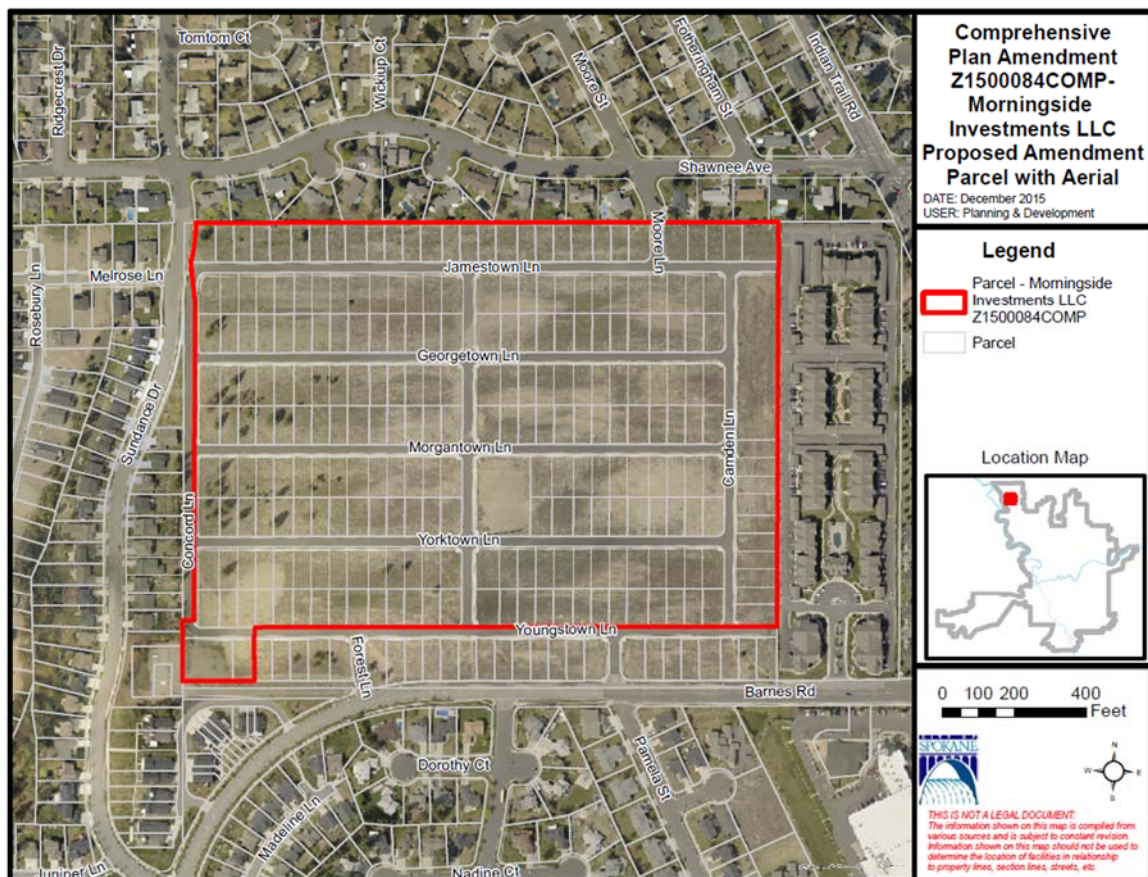
DESCRIPTION OF PROPOSAL: This proposal is to change the land use of a 45.5 acre area encompassed in the Windhaven First Addition PUD from “Residential, 4 to 10 units per acre” to “Residential 10-20 units per acre” and “Residential 15-30 units per acre”. The proposed change to “Residential 10-20 units per acre” is for 3.87 acres. The balance of 41.63 acres is proposed to be changed to “Residential 15-30 units per acre”. The applicant has proposed to limit development on the entirety of the undeveloped 49.5 acres of the Windhaven First Addition PUD (identified as “project site” in map below) to a maximum of 750 dwelling units. If the requested Comprehensive Plan amendment is approved, the zoning would be changed from RSF (Residential Single Family) to RTF (Residential Two Family) or RMF (Residential Multi Family). No specific development proposal is being considered at this time.

II. GENERAL INFORMATION

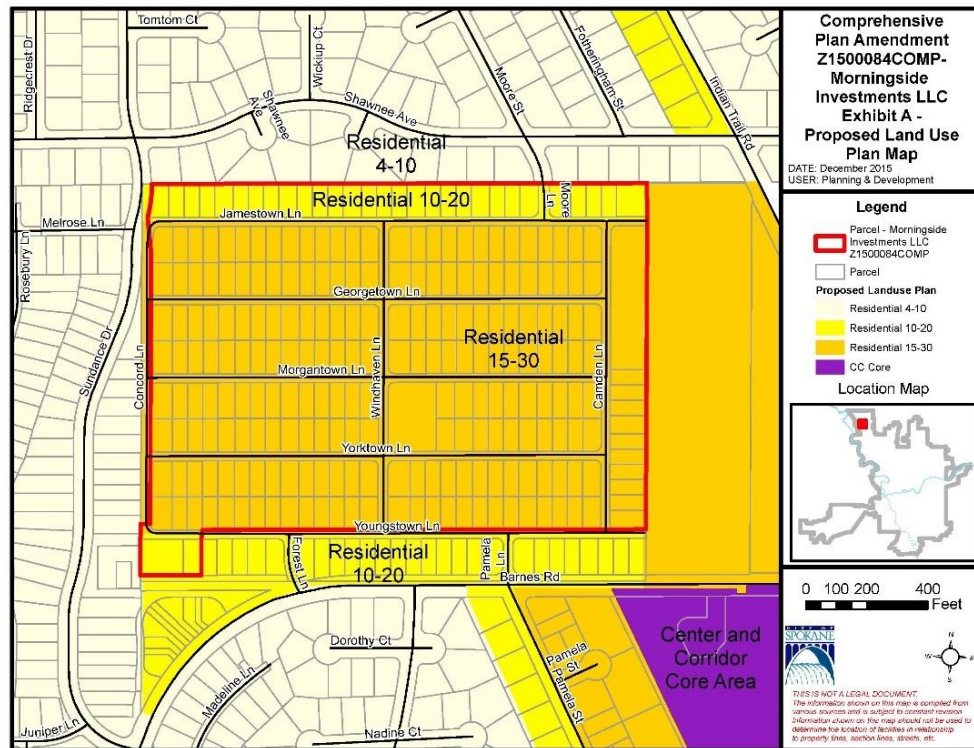
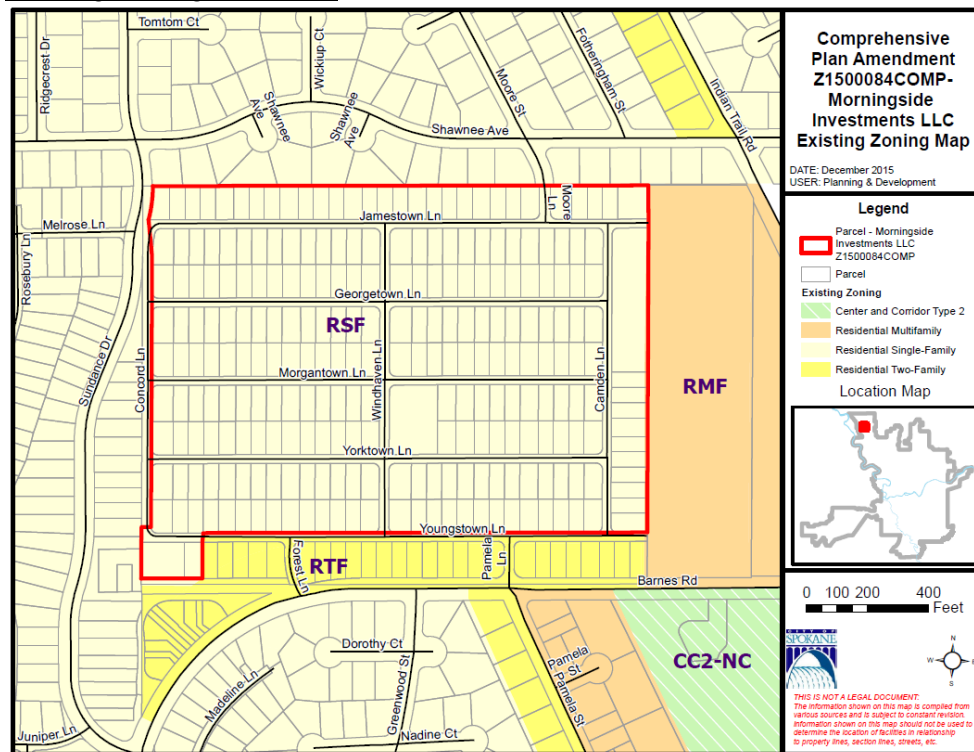
Agent:	Mr. Jay Bonnett, JR Bonnett Engineering
Applicant/Property Owner(s):	Morningside Investments LLC
Location of Proposal:	<p>This proposal is located north of W. Barnes Road and is generally bounded by W. Youngstown Lane, N. Concord Lane, W Jamestown Lane, and N Camden Lane.</p> <p>The location may also be described as: All parcels and tracts within the Windhaven First Addition PUD, except lots 1-8 Block 4, lots 1-13 Block 5, lots 1-5 Block 6. The area is comprised of 260 platted lots on approximately 45.5 acres.</p> <p>Located within SW ¼ 15-26-42; SE ¼ 16-26-42; NE ¼ 21-26-42; NW ¼ 22-26-42</p>
Legal Description:	Windhaven First Addition PUD, except lots 1-8 Block 4, lots 1-13 Block 5, lots 1-5 Block 6.
Existing Land Use Plan Designation:	“Residential, 4 to 10 units per acre”
Proposed Land Use Plan Designation:	“Residential 10-20 units per acre” and “Residential 15-30 units per acre”
Existing Zoning:	RSF (Residential Single Family)
Proposed Zoning:	RTF (Residential Two Family) and RMF (Residential Multi Family)

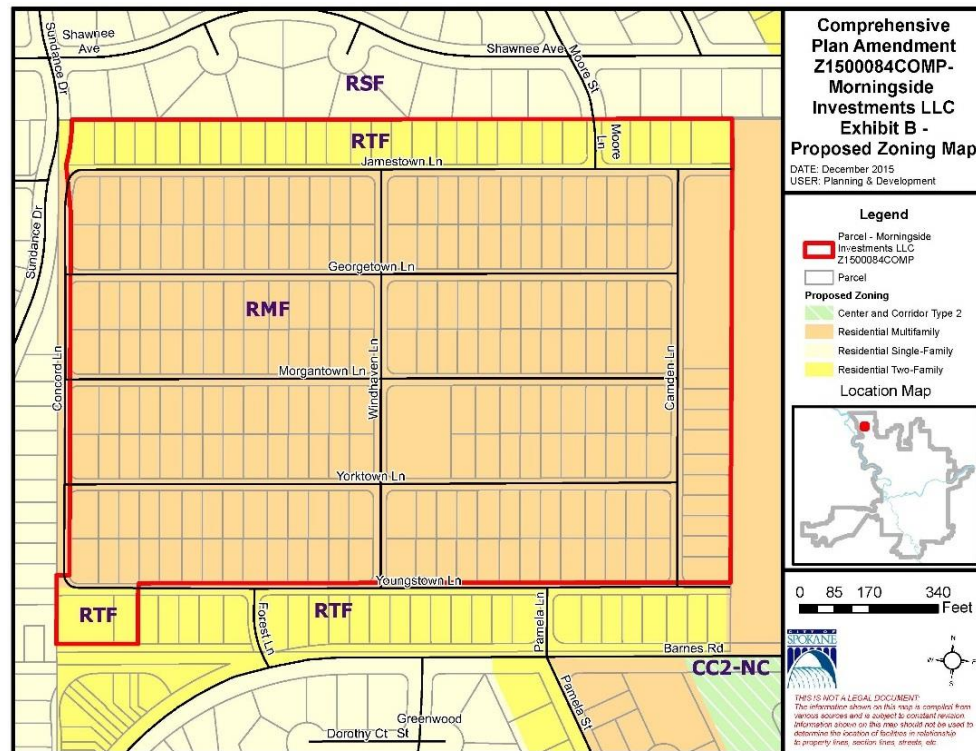
SEPA Status:	A SEPA threshold determination of Mitigated Determination of Non-Significance (MDNS) was made on August 23, 2016. The appeal period closed on September 13, 2016. The MDNS is attached as Exhibit S-1 .
Enabling Code Section:	SMC 17G.020, Comprehensive Plan Amendment Procedure.
Plan Commission Hearing Date:	The Plan Commission hearing date is scheduled for September 21, 2016 which potential continuation to the next meeting(s) of the Plan Commission.
Staff Contact:	Tirrell Black, Associate Planner; tblack@spokanecity.org

III. BACKGROUND INFORMATION



- A. Site Description: The subject property is comprised of 286 single-family platted lots with a PUD Overlay. These lots are part of a preliminary plat known as Windhaven PP/PUD Z0097-51-PP/PUD. The preliminary plat approved 298 single family lots and one large multifamily lot which was approved for 212 multi-family apartments which are now constructed and known as the Lusitano Apartments.

D. Applicant Proposed Land Use Plan MapE. Existing Zoning Plan Map

F. Proposed Zoning Plan Map**G. Zoning and Land Use Designation History.** This area was annexed into the city of Spokane in 1966 by Ordinance C18611 known as the Blankenship-Dixon annexation.

In the staff report for Windhaven PP/PUD (Z0097-51-PP/PUD) this property is described, using the classification/zoning category at use at the time, as being zoned R1 which was a low density zoning category similar to what it is today with the RSF (Residential Single Family) designation. The final plat file number is Z0500112-FP/PUD and was filed with the Spokane County Auditor on September 27, 2006.

H. Recent North Indian Trail Neighborhood Planning and Comprehensive Plan Land Use Map Amendments. In 2007, the North Indian Trail Neighborhood and area property owners participated in an abbreviated neighborhood center planning process to plan for the “Neighborhood Center” designation which was applied to this general vicinity in the 2001 Comprehensive Plan adoption. This neighborhood planning process culminated in the City Council’s adoption of Ordinance C34154, amending the City’s Comprehensive Plan Land Use Plan Map and Official Zoning Map per the “North Indian Trail Neighborhood Center Land Use Plan Map Proposal.” This ordinance is attached as **Exhibit S-1**

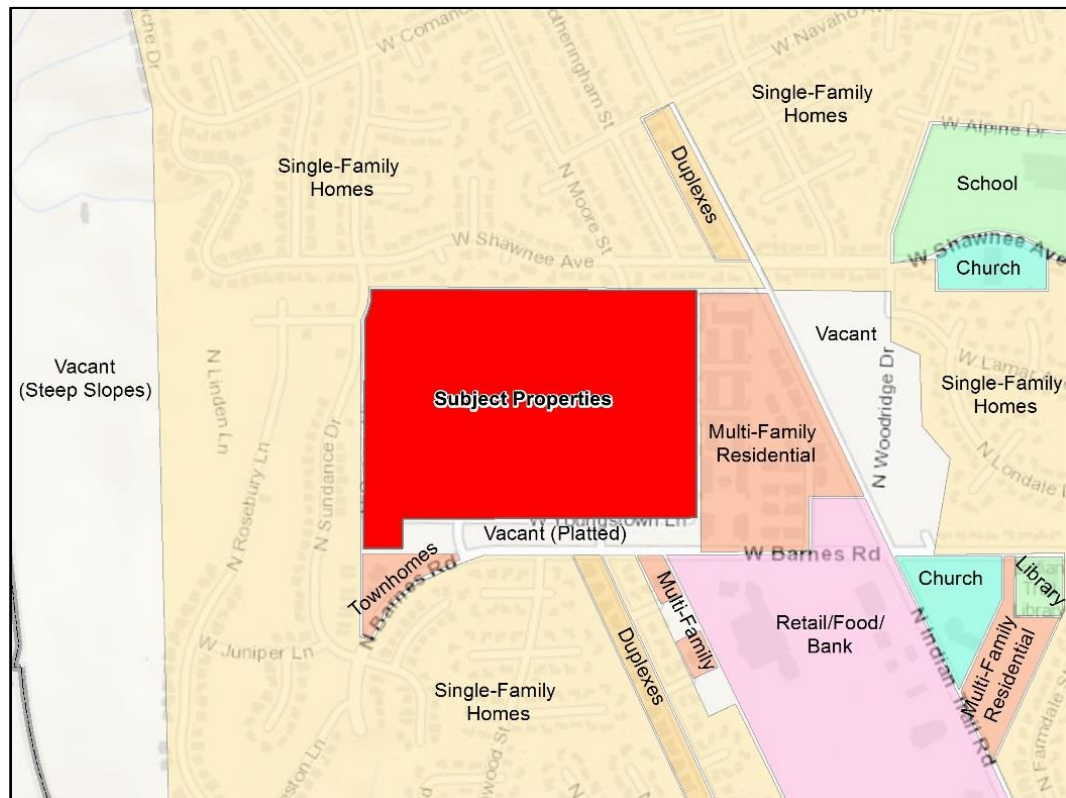
An additional change in the land use plan map, subsequent to the 2007 Ordinance C34154, was ORD C34931 which approved an application proposal to amend the Comprehensive Land Use Plan Map at the northeast corner of Indian Trail Road and Barnes Road for a Veterinarian Office. The change was from “R 4-10” category to both the “R 10-20” and “Office” category. A Development Agreement

was entered into in association with the ordinance and approved by OPR 2013-0905; Recitals E and F of OPR 2013-0905 reflect engagement of the neighborhood in the planning process, stating:

E. Whereas, the Owner has worked directly with the North Indian Trail Neighborhood Council (NITNC) and its representatives to inform them of the site plan and development schedule by offering regular progress reports in attendance at their regular scheduled monthly meetings;

F. Whereas, NITNC has agreed in principle to the Site Plan of Record and has been informed of the proposed Development Agreement;

I. Adjacent Land Uses and Street Designations:



Generalized Illustration of Surrounding Land Uses

To the north: single family residential use.

To the west: single-family residential use and a utility substation (for Williams Pipeline).

Immediately south (adjacent to the subject properties): a line of platted lots, zoned RTF but undeveloped.

To the south (across Barnes Road): residential use, predominately single-family but some multifamily to the west of Sundance Shopping Center.

To the southeast (across Barnes Road): Sundance Shopping Center.

To the east: multi-family residential use (Lusitano Apartments; owned by applicant).

North Indian Trail Road is served by STA Bus 23T which is the Maple/Ash route and provides limited service weekdays only according to the STA System Map effective September 2014.

North Indian Trail Road is designated as a Principal Arterial and Barnes Road is designated as a Collector Arterial. The “interior streets” to the Windhaven PUD which are Jamestown Lane, Georgetown Lane, Morgantown Lane, Yorktown Lane, Youngstown Lane, Concord Lane, Windhaven Lane and Camden Lane are categorized as private streets and were authorized as such in the decision on Windhaven preliminary plat and PUD (Z0097-51-PP/PUD).

J. Applicable Municipal Code Regulations: SMC 17G.020, Comprehensive Plan Amendment Procedures.

K. Application Process:

- Application was submitted on October 31, 2015 and Certified Complete on December 1, 2015;
- Agency Comment from Interested City Departments and Agencies was requested December 9, 2015 to be completed by February 8, 2016.
- City of Spokane Streets and WSDOT requested a Traffic Impact Study be prepared by the applicant.
- The applicant submitted a Draft Traffic Impact Study on May 9, 2016, a Sim Traffic Analysis requested by WSDOT dated May 23, 2016, and, a Safety/Collision Analysis for North Indian Trail (requested by the Neighborhood Council) submitted on June 8, 2016;
- Results of the Traffic Impact Analysis were presented at a public meeting by study author Bill White, Morrison Maierle, Inc. on behalf of the applicant on May 25, 2016;
- Notice of Application was posted, published, and mailed on May 10, 2016, which began a 60 day public comment period. The comment period, scheduled to end on July 11, 2016, was extended to July 25, 2016;
- The applicant made a presentation regarding the proposal to the North Indian Trail Neighborhood Council on June 16, 2015;
- The final, stamped Traffic Impact Analysis incorporating the additional analyses and recommending mitigations was submitted by the applicant on July 11, 2016 and posted on the city’s website on July 12, 2016;
- A SEPA Mitigated Determination of Non Significance was issued on August 23, 2016;

- Notice of Plan Commission Public Hearing and SEPA Determination was posted and mailed by August 30, 2016;
- Notice of Public Hearing and SEPA Determination was published on August 30, 2016 and September 6, 2016;
- Comprehensive Plan Amendment Hearing Date is scheduled with the Plan Commission for September 14, 2016, with continuance likely to September 21, 2016, and with deliberations likely continued to September 28, 2016.

IV. AGENCY, INTERESTED DEPARTMENT, & PUBLIC COMMENT

Notice of this proposal was sent to City departments and outside agencies for review on December 9, 2015. Agency and Interested City Department comments are included in this report as **Exhibit S-2**. The bulk of comment was conveyed to the applicant along with City Planning comments on February 16, 2016. Additional comments have been conveyed as received. Commenting City Departments included Streets, Integrated Capital Programs, Fire, Business & Development Services' Current Planning Department, and Business & Development Services' Engineering Department. Agency comments were received from Spokane County Public Works, Washington State Department of Transportation (WSDOT), Spokane School District 81, Spokane Transit Authority (STA), and Spokane Regional Transportation Council (SRTC). Additional comments were received later in the review period from School District 81, City of Spokane Business and Development Services' Current Planning Department, and WSDOT and are also included in **Exhibit S-2**.

During this comment period, the City of Spokane Streets Department and WSDOT asked the applicant to provide a Traffic Impact Analysis (TIA) for the amendment proposal. The results of the TIA, and the mitigations that are recommended as a result, are described in the following section, V. Technical Report(s).

The City has received extensive written public comment regarding this proposal. Comments have been received via email, letter, and through a survey taken by the North Indian Trail Neighborhood Council. The comments have been provided to the applicant, Plan Commission Members, and City Council Members. The comments received through July 25, 2016 are summarized in Exhibit P-1. The comment letters have been conveyed to the applicant, Plan Commissioners, and City Council in their entirety.

The City has received letters from the North Indian Trail Neighborhood Council, the Five Mile Neighborhood Council, the South Indian Trail Neighborhood Council, and the Audubon-Downriver Neighborhood Council opposing the amendment proposal. The Community Assembly also submitted a letter in support of the neighborhoods' opposition. Neighborhood Council and Community Assembly letters are attached in **Exhibit P-2**.

V. TECHNICAL REPORTS

During the Public Agency Review, the City of Spokane and WSDOT requested a Traffic Impact Analysis (TIA) evaluating transportation impacts that could result from the potential increases in density that would be allowed if the requested Comprehensive Plan amendment and zone change were approved. City staff and WSDOT worked closely with the applicant's traffic engineering consultant to ensure agreement on the background trips,

trip distribution and traffic count methodologies used in the study. The applicant submitted two drafts of the traffic study and one final version dated 7/11/16.

The TIA prepared by the applicant's engineer assumes development will be limited to 750 dwelling units on the entire Windhaven First Addition PUD (an area greater than that of the amendment proposal), and assumed primary access to the site via Forest Lane and Pamela Street, with secondary access via Jamestown Lane. The TIA states that only pedestrian access will be allowed via Moore Street onto Shawnee Avenue from the development, as Shawnee Avenue is a pedestrian/school route. There is no sidewalk on Shawnee Avenue between Moore and Indian Trail Road, which would be the walk route to school and to the nearest STA stop. Potential development impacts to this pedestrian route will be further evaluated at time of project application, if this proposal for a land use change is approved, and the project described in the TIA moves forward.

The TIA utilized current traffic counts, with the addition of projected new trips from the Barnes-Strong Road connection and trips from 12 vested developments that are not reflected in today's traffic counts (including the 286 single-family dwelling units approved for the Windhaven First Addition PUD). The background traffic counts (the current traffic counts plus the vested trips and new trips from Barnes-Strong Road) were then projected to increase by an additional annual rate of 0.5% through to the forecast year of 2021 baseline (which is assumed to be the completion and occupancy year for the applicant's envisioned development) to reflect non-project growth anticipated to occur in the area, above and beyond those trips already included for vested developments.

The TIA evaluated level of service (LOS) for the a.m. and p.m. peak hours for the forecast year, both with and without the additional trips that would be generated from the applicant's envisioned development. Trip generation for this proposal (as well as the vested projects) was established using the current edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual. The methodology for calculated LOS utilized the methodology established by the Highway Capacity Manual (TRB, 2010).

LOS was evaluated for the following intersections:

- Shawnee Avenue/Indian Trail Road
- Barnes Road/Indian Trail Road
- Strong Road/Indian Trail Road
- Indian Trail Road/Francis Avenue
- Alberta Street/Francis Avenue
- Ash Street/Francis Avenue
- Barnes Road/Forest Lane (Project Access)
- Barnes Road/Pamela Lane (Project Access)

The TIA also included a lane capacity analysis for North Indian Trail Road, as well as a Micro-simulation/Sim Traffic Analysis for the intersections of North Indian Trail/ Francis Avenue, Alberta Street/ Francis Avenue, Ash Street /Francis Avenue, and Maple Street/ Francis Avenue, in order to address uneven lane utilization and queue spillback between signalized intersections that was impacting the initial modelling for LOS at these study intersections.

Two areas of concern were identified in the TIA: lane capacity on North Indian Trail; and, intersection operations for the study intersections located on Francis Avenue.

The lane capacity analysis indicates, that if the application is approved, additional through lanes will be needed in both the north and south directions on North Indian Trail between Kathleen Avenue and Lowell Avenue to handle increases in traffic generated by potential future development on the subject property. The applicant's traffic consultant, in working with the city, has proposed a partial widening of Indian Trail Road that could be completed at the same time as the city's asphalt overlay scheduled for 2018. This widening project would provide two continuous southbound lanes from Barnes Road to Francis Avenue, and two continuous northbound lanes from Francis Avenue to Pacific Park Drive. A two-way left turn lane would be provided in the vicinity of Kathleen Avenue. The cost for the partial widening is estimated to be at least \$820,000.

It should be noted that the timing of the potential widening project is significant; it would need to occur in concert with the grind and overlay project, or it would otherwise need to be delayed until at least 2022, due to the City's three-year pavement cut moratorium policy.

The applicant has proposed to prepay the impact fees that the applicant estimates will be assessed on the apartment project that is anticipated if this application is approved (per Chapter 17D.075 SMC), which the City could apply towards the cost of the partial widening project. The city may also be able to utilize recently collected Northwest District impact fees towards the project.

Page 44 of the Traffic Impact Analysis states that the applicant has offered to prepay the capital cost of the partial widening project not covered by the impact fees to assure the timely completion of the proposed mitigation. The report goes on to indicate that the City has assured reimbursement for these capital funds through a latecomer's contribution and/or impact fee credits provided on future development proposals located within the Northwest service area. It should be noted that while these ideas can be explored as the application moves forward through the Plan Commission and City Council, at this time the City has not made any commitments regarding a latecomer agreement or any other reimbursement plan.

This proposed partial widening project has been included as a condition (i.e., mitigation) of the SEPA MDNS, with the specific terms and timing of the applicant's funding requirements to be detailed in a development agreement that will need to be incorporated as a condition of the Comprehensive Plan Land Use Map amendment and zone change, should they be approved by City Council. Full funding for the partial widening project will need to be in place as a condition precedent to a concurrency determination regarding any subsequent development applications on the subject property, if this application is approved by City Council. In addition, project permit applications will be subject to a concurrency determination prior to permit issuance per state law and Chapter 17D.010 SMC.

With regard to Francis Avenue intersection operations, the required signalized level of service is LOS E at intersections along principal or minor arterials, as outlined in administrative policy and procedure ADMIN 0370-08-01. This represents an average LOS for all movements at the intersection. Individual movements can be at LOS F as long as

the intersection average is LOS E or better. The LOS E standard applies to all signals along the Indian Trail and Francis corridors that are included in the study. The most current version of HCS (Highway Capacity Software) is required to be used for the analysis. However, the city may request the use of a different modeling software depending on the project proposal.

The traffic analysis shows that several intersections will be nearing the threshold between LOS E and F with the addition of the background trips and the Windhaven development traffic. Intersections of particular concern are Francis/Alberta during the AM and PM peaks and Francis/Maple during the PM peak. The Sim Traffic intersection analysis indicated that some intersections have issues with blocking and long queues. The intersection analysis shows that Indian Trail/Pacific Park-Strong will be operating at LOS E but capacity for this intersection can be expanded with developer frontage improvements. The intersections of Francis/Maple and Francis/Alberta are operating at LOS E and have some movements operating at LOS F and/or with long queues. Drivers on Francis often require multiple cycles to get through the signals. The intersections on Francis are essentially built-out, to the point where further expansions would be very costly and offer little in the way of additional capacity. The little remaining capacity will be needed to support other development already included in the comprehensive plan.

The impacts of the projected increases in traffic resulting from a rezone and subsequent development can be offset by implementing Travel Demand Management (TDM) strategies, which will shift existing and/or projected new trips from single occupant vehicle to transit. This method would preserve the remaining intersection capacity for other development. As mitigation, the applicant has proposed a monthly bus pass program that would be offered to apartment residents as a TDM offset.

TDM strategies are recognized in the city LOS policy (ADMIN 0370-01-01 Section 4.12), state law (WAC 365-196-840 (6)(a)(i)), and the SRTC Congestion Management Plan (Appendix D) as ways to mitigate for poor level of service. Commonly used TDM strategies include a bus pass program, vanpooling, providing bus stop amenities, establishing a park and ride, walking improvements and biking improvements. TDM as an approach to mitigation is also supported by the City of Spokane Comprehensive Policy TR 2.2, TDM Strategies, which states: “Use Transportation Demand Management strategies to reduce the demand for automobile travel.”

The applicant’s TIA identifies implementation of a TDM program providing a minimum of 80 bus passes on a monthly basis to residents of Windhaven, and/or the implementation of other TDM Strategies as may be identified in conjunction with STA, as a mitigation to be addressed through a development agreement, should the Comprehensive Plan Amendment request be approved.

The SEPA MDNS proposes implementation of TDM strategies, as agreed to by the City and STA, that would specifically mitigate the 89 new PM peak trips that are added to Francis Avenue (from Alberta eastward) as a result of the additional density from the rezone. Specific TDM strategies to be implemented by the applicant would need to be identified and incorporated into a development agreement that would need to be a condition of the Comprehensive Plan amendment and zone change, should they be approved by City Council. Should the Plan Commission recommend approval of the

requested Comprehensive Plan Amendment, this requirement should also be incorporated as a condition of such recommendation.

VI. COMPREHENSIVE PLAN AMENDMENT PROCESS GUIDING PRINCIPLES

SMC 17G.020.010 provides the following guiding principles for the annual comprehensive plan amendment process:

1. Keep the comprehensive plan alive and responsive to the community.
2. Provide for simultaneous review of proposals to allow for cumulative impact analysis of all applications on a City-wide basis and in conjunction with budget decisions.
3. Make map adjustments based on a foundation in policy language, consistently applying those concepts citywide.
4. Honor the community's long-term investment in the comprehensive plan, through public participation and neighborhood planning processes, by not making changes lightly.
5. Encourage development that will enable our whole community to prosper and reinforce our sense of place and feeling of community, in an ecologically, economically and socially sustainable manner.
6. The proposed changes must result in a net benefit to the general public.

VII. REVIEW CRITERIA

SMC 17G.020.030 provides a list of considerations that are to be used, as appropriate, in evaluating proposals to amend the comprehensive plan. The following is a list of those considerations followed by staff analysis relative each.

- A. Regulatory Changes.** Amendments to the Comprehensive Plan must be consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.

Staff Analysis: Staff has reviewed and processed the proposed amendment in accordance with the most current regulations of the Growth Management Act, the Washington State Environmental Policy Act (SEPA), and the Spokane Municipal Code. Staff is unaware of any recent state or federal or local legislative actions with which the proposal would be in conflict.

- B. GMA.** The change must be consistent with the goals and purposes of the state Growth Management Act.

Staff Analysis: The "Legislative findings" included in the Revised Code of Washington pertaining to GMA essentially call for coordinated and planned growth that is done cooperatively between citizens, government, and the private sector. The complete text of the "Legislative findings" follows:

RCW 36.70A.010, Legislative findings.

The legislature finds that uncoordinated and unplanned growth, together with a lack of common goals expressing the public's interest in the conservation and the wise use of our lands, pose a threat to the environment, sustainable economic development, and the health, safety, and high quality of life enjoyed by residents of this state. It is in the public interest that citizens, communities, local governments, and the private sector cooperate and coordinate with one another in comprehensive land use planning.

The Growth Management Act details 13 goals to guide the development and adoption of the comprehensive plans and development regulations (RCW 36.70A.020, "Planning Goals"), including the following goals that are relevant to this application:

- (1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.*
- (2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.*
- (3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.*
- (4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.*
- (5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.*
- (11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.*
- (12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.*

The Growth Management Hearings Board for Eastern Washington has indicated that these goals are to guide the development and adoption of comprehensive plans and development regulations. The goals are all created equal with no priority set forth by the legislature and with no goal independently creating a substantive requirement. City of Wenatchee v. Chelan County, EWGMHB Case No. 08-1-0015, FDO at 25 (March 6, 2009). The Board recognized that this lack of priority becomes problematic when jurisdictions are faced with competing goals, and indicated that, although the GMA does not permit the elevation of a single goal to the detriment of other equally important GMA goals, the GMA does permit local legislative bodies to give varying degrees of emphasis to the goals so as to allow them to make decisions based on local needs in order to harmonize and balance the goals. Id.

*GMA's goals guided the City's development of its comprehensive plan and development regulations. Application of the review criteria in Chapter 17G.020 SMC ensures that amendments to the comprehensive plan are also guided by and consistent with GMA's goals and purposes. The applicant has provided a discussion/analysis on this topic in their application materials which discusses all 13 goals and the proposal's relationship to each (reference **Exhibit A-1 and Exhibit A-3**).*

- C. Financing. In keeping with the GMA's requirement for plans to be supported by financing commitments, infrastructure implications of approved comprehensive plan amendments must be reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.

Staff Analysis: The TIA indicates that increased traffic from the proposal would have impacts on North Indian Trail Road and specific intersections on Francis Avenue. The TIA proposes mitigations in order to address these transportation impacts that are likely to occur if this application is approved. The SEPA MDNS for the application incorporated the following mitigations in order to address those impacts:

- Mitigate capacity impacts to North Indian Trail Road via partial widening of Indian Trail Road that could be completed at the same time as the city's asphalt overlay scheduled for 2018. This widening project would provide two continuous southbound lanes from Barnes to Francis, and two continuous northbound lanes from Francis to Pacific Park. The cost for the partial widening is estimated to be at least \$820,000. The developer has proposed to pre-pay the impact fees that are estimated to be owed on the apartments, with the specific terms and timing of the applicant's funding requirements to be detailed in a development agreement that will need to be incorporated as a condition of the Comprehensive Plan amendment and zone change, should they be approved by City Council.*
- Mitigate potential loss of capacity to intersections on West Francis Avenue by implementing a TDM strategy as agreed to by the City and STA, that would specifically mitigate the 89 new PM peak trips that would be added to Francis Avenue (from Alberta eastward) as a result of the additional*

density contemplated by the application. Specific TDM strategies to be implemented by the developer will need to be identified and incorporated into a development agreement that will need to be a condition of the Comprehensive Plan amendment and zone change, should they be approved by City Council.

TDM mitigations regarding intersection operational issues reflect a cost to be borne by the applicant at the time of development or as an operating cost, should the application be approved, and therefore, would not be required to be reflected on the 6-year capital improvement plan, but rather, would be required as a condition of approval for any subsequent development applications.

The proposed widening of North Indian Trail is not reflected in the City's six-year capital improvement plan, as detailed in the City's 2017 – 2022 Six Year Comprehensive Street Program.). The North Indian Trail Widening Project is identified on the Impact Fee Projects lists contained in the Comprehensive Street Program¹, although this report also provides the context for the impact fee project list, stating:

“The City will be seeking additional funds from local, State and Federal sources since Impact Fees, in accordance with RCW 82.02.050, cannot pay for 100% of project costs. Impact Fee related projects will be placed in the Program once funding has been obtained. The list of Impact Fee Projects below indicates generally what timeframe the projects are intended to be constructed within, funding dependent.”²

As indicated in the above excerpt, if the partial widening project is fully funded, the City Council could add it to the 6-year capital improvement program. Funding would need to be in place prior to the design of the overlay project (mid-2017), for the partial widening to be included in the grind and overlay project. If not completed in concert with the planned grind and overlay project, cost for the widening will be substantially higher than the estimated \$820,000. It should also be noted that, once the grind and overlay project is completed, this roadway section will be subject to the three-year pavement cut moratorium.

As it stands now, the partial widening project is not on the 6-year capital improvement plan. The MDNS acknowledges that the threshold determination does not address concurrency, and as per State law and SMC §17D.010.020, any subsequent development permit applications will require a concurrency determination.

The MDNS identifies a development agreement as a mechanism for addressing the terms of funding for the partial widening of North Indian Trail, as well as the previously identified TDM strategies. The development agreement could limit subsequent development on the subject property to that generating no more than 271 p.m. peak trips (the vested trip generation associated with the approved 286

¹ City of Spokane 2017 – 2022 Six Year Comprehensive Street Program, pg. 123.

² City of Spokane 2017 – 2022 Six Year Comprehensive Street Program, pg. 121.

single-family homes), until such time as the partial widening project for North Indian Trail is fully funded, and the project has officially been added to the City's six-year capital improvement plan.

- D. Funding Shortfall.** If funding shortfalls suggest the need to scale back on land use objectives and/or service level standards, those decisions must be made with public input as part of this process for amending the comprehensive plan and capital facilities program.

Staff Analysis: The applicant has offered to cover the entire cost of mitigating the transportation impacts identified in the TIA. Between the MDNS and a development agreement, it appears that development of the property can be conditioned to ensure that adequate transportation facilities are in place concurrent with development.

- E. Internal Consistency.** The requirement for internal consistency pertains to the comprehensive plan as it relates to all of its supporting documents, such as the development regulations, capital facilities program, shoreline master program, downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa. For example, changes to the development regulations must be reflected in consistent adjustments to the goals or policies in the comprehensive plan. As appropriate, changes to the map or text of the comprehensive plan must also result in corresponding adjustments to the zoning map and implementation regulations in the Spokane Municipal Code.

Staff Analysis:

- 1. Development Regulations. This is a non-project proposal. Any future development on this site will be required to be consistent with the Development Regulations in effect at the time an application is submitted.*
- 2. Capital Facilities Program. See discussion under Criteria C and D above.*
- 3. Neighborhood Planning Documents Adopted After 2001. This application, if approved, would amend the results of the 2007 North Indian Trail Neighborhood Center planning process discussed in Section (III)(H) above (See **Exhibit S-4**, Ordinance C34154). While the Comprehensive Plan and the SMC do not offer specific guidance on when it is appropriate to undertake additional planning in a designated center, Chapter 11 of the Comprehensive Plan relating to Neighborhoods calls for consistency between neighborhood planning documents and the Comprehensive Plan(see Policy N 8.4), and the Land Use Chapter anticipates an inclusive process for determining the significant features of a neighborhood center, as reflected in several policies, including:*
 - Policy LU 3.3, Planned Neighborhood Centers, provides:*

“The exact location, boundaries, size, and mix of land uses in a potential neighborhood center should be determined through the neighborhood planning process.

- *Policy LU 3.5, Mix of Uses in Centers, states in the discussion section:*

“The ultimate mix of land uses and appropriate densities should be clarified in a site-specific planning process in order to address site-related issues such as community context, topography, infrastructure capacities, transit service frequency, and arterial street accessibility. Special care should be taken to respect the context of the site and the character of surrounding existing neighborhoods.

The North Indian Trail Neighborhood Council, the Five Mile Neighborhood Council, the South Indian Trail Neighborhood Council, and the Audubon-Downriver Neighborhood Council have all submitted letters stating their opposition to the application. Additionally, the Community Assembly has indicated its support for the neighborhoods’ position on this application.

4. *Miscellaneous Comprehensive Plan Goals and Policies.* *The applicant provided a discussion of the applicable Goals and Policies from the Comprehensive Plan which supports their request for the Land Use Plan Map Amendment (reference **Exhibit A-1**). Staff have compiled a group of relevant Comprehensive Plan Goals and Policies excerpted from the Comprehensive Plan, and contained in **Exhibit S-3** of this report.*
5. *Centers and Corridors Policies.* *The application seeks to amend the City’s land use plan map and zoning map to allow for additional high density multi-family housing in proximity to the Indian Trail Neighborhood Center. In the materials submitted by the applicant in support of the proposal, the applicant contends that its proposal is consistent with the comprehensive plan, and particularly the plan’s centers and corridors policies.*

One of the principal goals of the comprehensive plan is the efficient use of land and resources (see Goal LU 3, Efficient Land Use). When the City adopted the comprehensive plan, it sought to achieve this goal by implementing a focused growth strategy known as “centers and corridors”. The comprehensive plan identifies a variety of center types, including a “neighborhood center.” The subject property is situated near the northwest corner of the North Indian Trail Neighborhood Center which is designated on the Land Use Plan Map LU1 as a “neighborhood center.”

The comprehensive plan describes a Neighborhood Center (in LU 3.2, Centers and Corridors), as follows:

Neighborhood centers designated on the Land use Plan map have a greater intensity of development than the surrounding residential areas. Businesses primarily cater to neighborhood residents, such as convenience businesses and services. . . .

The most dense housing should be focused in and around the neighborhood center. Density is high enough to enable frequent transit service to a neighborhood center and to sustain neighborhood businesses. Housing density should decrease as the distance from the neighborhood center increases. . . .

The size and composition of neighborhood centers, including recreation areas, vary by neighborhood, depending upon location, access, neighborhood character, local desires, and market opportunities. . . . The size of the neighborhood center, including the higher density housing surrounding the center, should be approximately 15 to 25 square blocks.³ The density of housing should be about 32 units per acre in the core of the neighborhood center and may be up to 22 units per acre at the perimeter. (Emphasis provided.)

Several goals and policies in the comprehensive plan encourage new higher density residential uses to designated centers and corridors. In the introduction of Section 3.4 (Goals and Policies) of Chapter 3, Land Use, the comprehensive plan indicates that much of the City's future growth will occur within concentrated areas in neighborhood centers, district centers, employment center and corridors designated on the land use plan map, but indicates that established single-family residential neighborhoods will remain largely unchanged. Section 3.4 further provides that centers and corridors contain a mix of uses, including higher density housing. Higher density housing within and around the centers supports business in the center and allows for enhanced transit service between centers, along corridors and to the downtown area. Accordingly, Section 3.4 indicates that new higher density housing should be directed to centers and corridors.

Likewise, Policy LU 1.4, Higher Density Residential Uses, directs new higher density residential uses to centers and corridors designated on the land use map.

Higher density housing of various types is the critical component of a center. Without substantially increasing population in a center's immediate vicinity, there is insufficient market demand for goods and services at a level

³ See Section (VII)(K)(2)(a) herein below discussing size of the Indian Trail Neighborhood Center.

to sustain neighborhood-scale businesses. Higher density residential uses in centers range from multi-story condominiums and apartments in the middle to small-lot homes at the edge. Other possible housing types include townhouses, garden apartments, and housing over retail space.

To ensure that the market for higher density residential use is directed to centers, future higher density housing generally is limited in other area. The infill of Residential 15+ and Residential 15-30 residential designations located outside centers are confined to the boundaries of existing multi-family residential designations where the existing use of land is predominantly higher density residential. (Discussion excerpt LU 1.4 Higher Density Residential Uses)

Comprehensive Plan Policy LU 1.1, Neighborhoods, provides:

Many neighborhoods have a neighborhood center that is designated on the land use plan map. The neighborhood center, containing a mix of uses, is the most intensive activity area of the neighborhood. It includes higher density housing mixed with neighborhood-serving retail uses, transit stops, office space, and public or semi-public activities, such as parks, government buildings, and schools.

A variety of compatible housing types are allowed in a neighborhood. The housing assortment should include higher density residences developed in the form of small scale apartments, townhouses, duplexes, and rental units that are accessory to single-family homes, as well as detached single-family homes.

*Other chapters of the Comprehensive Plan, such as Chapter 4 Transportation, provide policy support for intensification of land uses in centers, a selection of policy related to this discussion are listed in **Exhibit S-3**. See also, 6.4 Goals and Policies from Chapter 6 of the Comprehensive Plan (Housing), and specifically H 2.1 (Distribution of Housing Options) which encourages a wide range of housing types and housing diversity to meet the needs of a diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.*

In support of their application, the applicants contend that their proposal is consistent with the foregoing policies, and also argue that land in and around the Indian Trail Neighborhood Center is underutilized for housing, and that land zoned to accommodate higher density housing has been developed in a relatively low-density pattern. See application and supporting materials.

Staff notes that based upon assessors' records, there is approximately 32 acres of undeveloped land with a zoning designation that would allow for multifamily development in and around the center. These parcels are in the zoning categories of RMF, Office and CC2-NC.⁴

In addition, applicants contend that there is need for additional multi-family housing in Spokane. Indeed, a July 5, 2016 article in the *Spokesman Review* provides support for their claim. That article indicates:

Spokane's apartment vacancy rate is at a near-historic low of 1.3 percent, according to the Washington Center for Real Estate Research's report released this spring. A 5 percent vacancy rate is typical for a robust, healthy rental market, but Spokane's rate was last above 5 percent in March 2012, past reports show. . . .

The roots of Spokane's rental shortage lie in the Great Recession, as well as demographic shifts that have increased the number of people looking for rentals.

<http://www.spokesman.com/stories/2016/jul/05/renters-in-the-spokane-area-face-a-tight-market-hi/>

As the foregoing policies and arguments indicate, there is support in the comprehensive plan for directing new multi-family housing to centers and for the idea that the most dense housing should be in and around designated centers. These policies, however, are tempered by other policies in the comprehensive plan that anticipate thoughtful planning around centers and corridors. For example, Policy LU 3.5, *Mix of Uses in Centers*, indicates:

The ultimate mix of land uses and appropriate densities should be clarified in a site-specific planning process in order to address site-related issues such as community context, topography, infrastructure capacities, transit service frequency, and arterial street accessibility. Special care should be taken to respect the context of the site and the character of surrounding existing neighborhoods.

See also Chapter 11, Policy N 8.4 (consistency of plans in neighborhood planning process), which anticipates consistency between neighborhood planning documents and the comprehensive plan.

⁴ Reference Spokane County Assessor's records for parcels 26222.0005, 26222.0704, 26225.0152, 26225.0150, 26225.0149, and 26224.0104.

The foregoing comprehensive plan goals and policies, as well as those discussed in other sections of this report, encourage new higher density housing options in neighborhood centers. The goals and policies also suggest, however, that neighborhood centers, as well as higher density housing in centers, should be planned pursuant to an inclusive process, and should be scaled according to several criteria, including access, neighborhood character, and local desires. See e.g., section (VII)(K)(2)(a) herein below, discussing size of the Indian Trail Neighborhood Center.

- F. Regional Consistency.** All changes to the comprehensive plan must be consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.

Staff Analysis: No comments have been received from any agency, city department or neighboring jurisdiction which indicate that this proposal is not regionally consistent.

- G. Cumulative Effect.** All amendments must be considered concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.

- i. **Land Use Impacts.** In addition, applications should be reviewed for their cumulative land use impacts. Where adverse environmental impacts are identified, mitigation requirements may be imposed as a part of the approval action.
- ii. **Grouping.** Proposals for area-wide rezones and/or site-specific land use plan map amendments may be evaluated by geographic sector and/or land use type in order to facilitate the assessment of their cumulative impacts.

Staff Analysis: This application is being reviewed as part of the annual cycle of comprehensive plan amendments along with two other applications for Comprehensive Plan Amendments. The three applications under consideration are spread throughout the city and concern properties distant from and unconnected to any of the others under consideration. Each of the three applications lies in a different neighborhood and different City Council district. Each of the three is separated from the others by large swaths of pre-existing urban development. While all three applications concern proposed changes in land use and zoning, the conditions and exact modification(s) of land use and zoning are not likely to affect each other in any cumulative amount. As such, it appears that no cumulative effects are possible, nor do the potential for such effects need to be analyzed.

Potential impacts to the capital facilities program, neighborhood planning documents have been discussed previously in the report.

H. SEPA. SEPA review must be completed on all amendment proposals.

1. **Grouping.** When possible, the SEPA review process should be combined for related land use types or affected geographic sectors in order to better evaluate the proposals' cumulative impacts. This combined review process results in a single threshold determination for those related proposals.
2. **DS.** If a determination of significance (DS) is made regarding any proposal, that application will be deferred for further consideration until the next applicable review cycle in order to allow adequate time for generating and processing the required environmental impact statement (EIS).

Staff Analysis: The application has been reviewed in accordance with the State Environmental Policy Act (SEPA), which requires that the potential for adverse environmental impacts resulting from a proposal be evaluated during the decision-making process. On the basis of information contained with the environmental checklist, the written comments from local and State departments and agencies concerned with land development within the city, a review of other information available to the Director of Planning Services, a Mitigated Determination of Non-Significance (MDNS) was issued on August 23, 2016; City of Spokane Planning, lead agency; Lisa D. Key, Planning Director, SEPA Responsible Official. The MDNS is attached as **Exhibit S-1**.

If the proposed Comprehensive Plan Amendment is recommended for approval, mitigations as identified in the MDNS will need to be incorporated as conditions of approval.

I. Adequate Public Facilities. The amendment must not adversely affect the City's ability to provide the full range of urban public facilities and services (as described in CFU 2.1 and CFU 2.2) citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

Staff Analysis: All affected departments and outside agencies providing services to the subject properties have had an opportunity to comment on the proposal. City of Spokane Integrated Capital Management Department, City of Spokane Streets Department and WSDOT offered comments suggesting study of the proposal was necessary to determine if the increased density resulting from the proposed land use change would have the potential to affect the City's ability to provide adequate public facilities to the property or surrounding area or consume public resources otherwise needed to support comprehensive plan implementation strategies. Their comments are attached as **Exhibits S-2**

Historically, there has been an interest in widening North Indian Trail Road. For example, the preliminary plat for McCarroll East (Decision on Remand from City Council File No 9400073PP/ZC/R) in 1996 discusses the need to improve North Indian Trail Road to four lanes (see Decision, General Conditions, #3) in order to provide the necessary infrastructure for anticipated increases in traffic. Indeed, many planning documents discuss the possibility of improvements to North Indian Trail Road through widening and improving the pedestrian and bicycle facilities.

The widening of North Indian Trail is not reflected in the City's six-year capital improvement plan, as detailed in the City's 2017 – 2022 Six Year Comprehensive Street Program, though it is identified on the Impact Fee Projects lists, as not fully funded and is contemplated in the unfunded portion of the Capital Facilities Plan as a future project.

As previously discussed, placing a limit on the density of development on the subject property, funding for the partial widening of North Indian Trail Road, implementation of TDM strategies to address congestion on West Francis Avenue, and concurrency requirements have been identified as potential mitigations/conditions of approval that are necessary to address the adequacy of public facilities.

It should be noted that the Bicycle Master Plan calls for additional bike lanes on North Indian Trail. Such improvements have not been entertained as part of the identified project mitigations, and funding is not in place to address such improvements. Topographic concerns and feasibility questions regarding the implementation of a bike lanes on North and West Indian Trail seem to suggest that a more practical solution may be a separated bike path on the west side of the street, to be shifted to N. Fotheringham Street via Excel Avenue at the southern end of Indian Trail. The applicant may wish to consider dedication of ROW adequate to support a 14 foot shared bike-pedestrian lane along property under their control in this corridor to address this requirement. Ultimately, the concurrency determination, and any specific site development impacts will need to be addressed at time of application for development, when actual site development is proposed, should this request be approved.

Additionally, while the applicant's TIA indicates that any future development on the subject property will only include pedestrian access onto Shawnee Avenue, that roadway is identified as a pedestrian/school route. There is no sidewalk on Shawnee Avenue between Moore and Indian Trail Road, which would also be the walk route to school and to the nearest STA stop.

In their deliberations, the Plan Commission will need to determine if this criterion has been met, or if it can adequately be addressed through conditions as discussed in Section VI(C), and/or as may be identified by the Plan Commission, as a condition of the Comprehensive Plan amendment and any subsequent development application, in accordance with the provisions of SMC §17D.010.020(C)(2)(c).

- J. UGA. Amendments to the urban growth area boundary may only be proposed by the city council or the mayor of Spokane and shall follow the procedures of the countywide planning policies for Spokane County.

Staff Analysis: *The proposal does not involve amendment of the urban growth area boundary. Therefore, this criterion is not applicable to this proposal.*

K. Consistent Amendments.

1. Policy Adjustments. Proposed policy adjustments that are intended to be consistent with the comprehensive plan should be designed to provide correction or additional guidance so the community's original visions and values can better be achieved. The need for this type of adjustment might be supported by findings from feedback instruments related to monitoring and evaluating the implementation of the comprehensive plan. Examples of such findings could include:
 - a. Growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
 - b. The capacity to provide adequate services is diminished or increased;
 - c. Land availability to meet demand is reduced;
 - d. Population or employment growth is significantly different than the plan's assumptions;
 - e. Plan objectives are not being met as specified;
 - f. The effect of the plan on land values and affordable housing is contrary to plan goals;
 - g. Transportation and/or other capital improvements are not being made as expected; and/or
 - h. A question of consistency exists between the comprehensive plan and its elements and chapter 36.70A RCW, the countywide planning policies, or development regulations.

Staff Analysis: This proposal is a request for a Comprehensive Plan Land Use Plan Map amendment, not a policy adjustment. This criterion is not applicable to this proposal.

2. Map Changes. Changes to the land use plan map (and by extension, the zoning map) may only be approved if the proponent has demonstrated that all of the following are true:
 - a. The designation is in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.);

Staff Analysis: Policy LU 3.2 "Centers and Corridors", states: "Designate centers and corridors (neighborhood scale, community or district scale, and regional scale) on the land use plan map that encourage a mix of uses and activities around which growth is focused."

The discussion in this section is lengthy but suggests that higher density residential use in the center is an important component to

the success of a neighborhood center. The opening sentences in the policy discussion state: “Suggested centers are designated where potential for center development exists. Final determination is subject to the neighborhood planning process”.

The comprehensive plan’s discussion regarding the neighborhood center designation describes a conceptual neighborhood center size. “The size of the neighborhood center, including the higher density housing surrounding the center, should be approximately 15 to 25 square blocks. The density of housing should be about 32 units per acre in the core of the neighborhood center and may be up to 22 units per acre at the perimeter.”

Policy LU 4.5 Block Length provides: “Block lengths of approximately 250 to 350 feet on average are preferable, recognizing that environmental conditions (e.g., topography or rock outcroppings) might constrain these shorter block lengths in some areas.”

Assuming block sizes for the purpose of this discussion are 350 feet by 350 feet (the upper limit of LU 4.5’s suggested block size), the center area including the higher density zoning surrounding the center, should range from roughly 42 acres to roughly 70 acres.

The currently zoned CC2-NC in the North Indian Trail Neighborhood is 37 acres, with 61.55 acres of adjacent multifamily, and 24.56 acres of office. The subject property would add an additional 42.99 acres of RMF, and 3.87 acres of RTF in the vicinity of the neighborhood center. The combined area of the existing CC2-NC, RMF, and Office Zoning in the vicinity of the neighborhood center totals in excess of 123 acres.⁵ The area proposed for rezoning to RMF by this application would bring the total area of the neighborhood center, including the higher density zoning, to over 165 acres, or roughly 236% of the recommended size for a 25-block neighborhood center. It should be noted, however, that the Comprehensive Plan Policies LU 3.2 and 3.5 indicate that the size and mix of land use in a center should be determined through a site-specific neighborhood planning process.

⁵ This represents an estimated 175% of the recommended size for a 25 block neighborhood center.

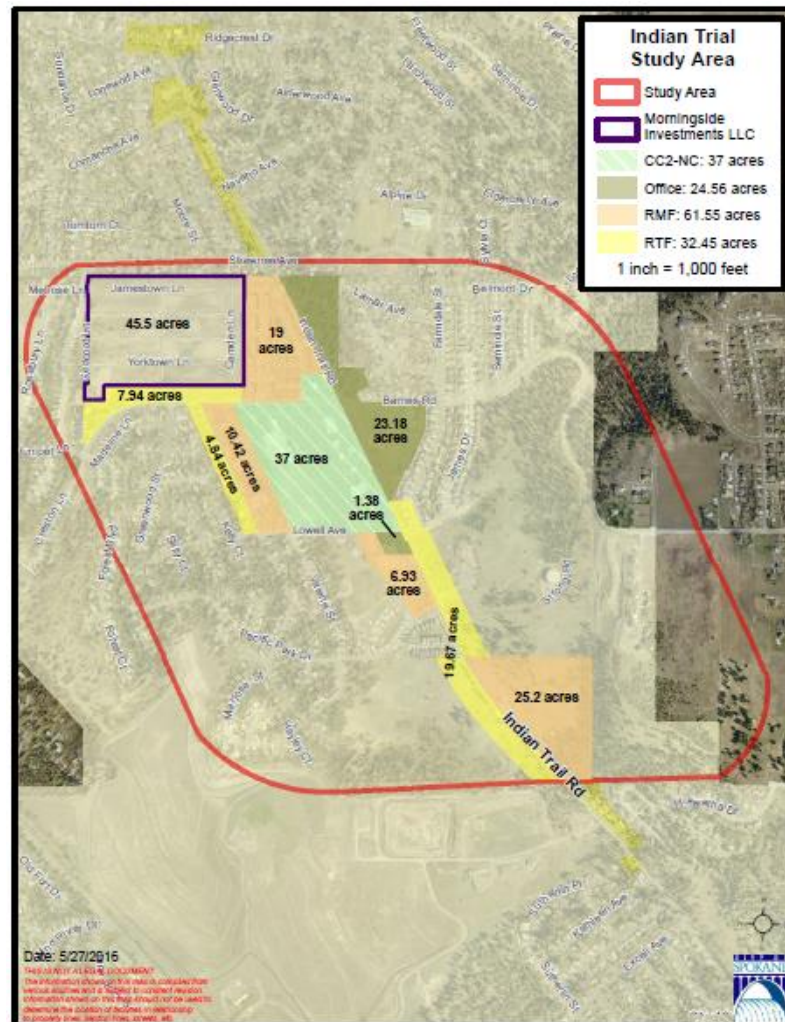


Illustration of Surrounding Zoning with Acreage Estimates

Additional discussion regarding Comprehensive Plan location criteria, including center and corridor location and planning criteria, and consistency with neighborhood plans were previously discussed in paragraphs E(3) and E(5) of this section.

- b. The map amendment or site is suitable for the proposed designation;

Staff Analysis: As indicated previously, the subject property is presently zoned and developed for single-family residential use, and is located adjacent to the northwest corner of the Indian Trail Neighborhood Center. Section 3.4 (Goals and Policies) of the Comprehensive Plan Chapter 3 indicates that much of the City's future growth will occur within concentrated areas in centers, including neighborhood centers, but also indicates that established single-family residential neighborhoods will remain largely unchanged. As discussed previously, the Comprehensive Plan anticipates that centers and corridors will contain a mix of uses,

including higher density housing. Higher density housing within and around the centers supports business in the center and allows for enhanced transit service between centers, along corridors and to the downtown area. Accordingly, Comprehensive Plan Chapter 3, Section 3.4 indicates that new higher density housing should be directed to centers and corridors.

Excerpts from the Discussion in policy LU 1.1 Neighborhoods:

Many neighborhoods have a neighborhood center that is designated on the land use plan map. The neighborhood center, containing a mix of uses, is the most intensive activity area of the neighborhood. It includes higher density housing mixed with neighborhood-serving retail uses, transit stops, office space, and public or semi-public activities, such as parks, government buildings, and schools.

A variety of compatible housing types are allowed in a neighborhood. The housing assortment should include higher density residences developed in the form of small scale apartments, townhouses, duplexes, and rental units that are accessory to single-family homes, as well as detached single-family homes.

The foregoing passages and Comprehensive Plan policies, as well as those discussed in previous sections, express support for accommodating high density housing in neighborhood centers, but indicate that neighborhood centers, as well as higher density housing in and around the center, should be scaled according to several criteria, including access, neighborhood character, and local desires.

- c. The map amendment implements applicable comprehensive plan policies better than the current map designation.

Staff Analysis: *As indicated above, a fundamental goal of the Comprehensive Plan is the efficient use of land and resources. The Comprehensive Plan seeks to implement this objective with a focused growth strategy known as “centers and corridors”. As discussed above, the subject property is situated near the northwest corner of the North Indian Trail Neighborhood Center which is designated on the Land Use Plan Map LU1 as a “neighborhood center”. The Comprehensive Plan expresses strong support for accommodating high density housing in and around neighborhood centers. The Plan also expresses support for neighborhood planning, and indicates that neighborhood centers, as well as higher density housing in the center, should be scaled according to several criterial, including access, neighborhood character, and local desires.*

3. Rezones, Land Use Plan Map Amendment. Corresponding rezones will be adopted concurrently with land use plan map amendments as a legislative action of the city council. If policy language changes have map implications, changes to the land use plan map and zoning map will be made accordingly for all affected sites upon adoption of the new policy language. This is done to ensure that the comprehensive plan remains internally consistent and to preserve consistency between the comprehensive plan and supporting development regulations.

Staff Analysis: If the land use plan map amendment is approved, the zoning designation of the parcels will change from RSF (Residential Single Family) to RTF (Residential Two Family) and RMF (Residential Multi Family). No policy language changes have been identified as necessary to support the proposed land use plan map amendment.

L. Inconsistent Amendments.

1. Review Cycle. Because of the length of time required for staff review, public comment, and plan commission's in-depth analysis of the applicant's extensive supporting data and long-term trend analysis, proposals that are not consistent with the comprehensive plan are addressed only within the context of the required comprehensive plan update cycle every seven years pursuant to RCW 36.70A.130(4)(C) and every other year starting in 2005.

Staff Analysis: The City of Spokane uses a method of "consistent" and "inconsistent" annual review with "inconsistent" proposals being allowed to be reviewed every other year. This request is being considered under a consistent review cycle. Any inconsistencies with the Comprehensive Plan have emerged during analysis.

2. Adequate Documentation of Need for Change.
 - a. The burden of proof rests entirely with the applicant to provide convincing evidence that community values, priorities, needs and trends have changed sufficiently to justify a fundamental shift in the comprehensive plan. Results from various measurement systems should be used to demonstrate or document the need to depart from the current version of the comprehensive plan. Relevant information may include:
 - b. Growth and development as envisioned in the plan is occurring faster, slower or is failing to materialize;
 - c. The capacity to provide adequate services is diminished or increased;
 - d. Land availability to meet demand is reduced;
 - e. Population or employment growth is significantly different than the plan's assumptions;

- f. Transportation and/or other capital improvements are not being made as expected;
- g. Conditions have changed substantially in the area within which the subject property lies and/or Citywide;
- h. Assumptions upon which the plan is based are found to be invalid; or
- i. Sufficient change or lack of change in circumstances dictates the need for such consideration.

Staff Analysis: This is not being reviewed as an inconsistent Comprehensive Plan Land Use Map Plan amendment request. As such, the criterion above does not appear to be applicable to this application.

- 3. **Overall Consistency.** If significantly inconsistent with the current version of the comprehensive plan, an amendment proposal must also include wording that would realign the relevant parts of the comprehensive plan and its other supporting documents with the full range of changes implied by the proposal.

Staff Analysis: This is not being reviewed as an inconsistent Comprehensive Plan Land Use Map Plan amendment request. As such, the criterion above does not appear to be applicable to this application.

If the Plan Commission were to find that the proposal is an “inconsistent amendment”, they would need to determine if they had enough information to reach a decision, based upon the criteria detailed in paragraphs 2 and 3, above. If not, they could recommend denial of the application (as per SMC 17G.020.060 (M)(2)).

VIII. DRAFT FINDINGS OF FACT

- A.** The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A).
- B.** The City of Spokane adopted a Comprehensive Plan in May of 2001, in compliance with the requirements of the GMA, and has provided for periodic updates and annual amendments, as allowed under GMA.
- C.** Under GMA, comprehensive plans generally may be amended no more frequently than once per year. All amendment proposals must be considered concurrently, in order to be evaluated for their cumulative effect. Also, the amendment period should be timed to coordinate with budget deliberations.
- D.** Comprehensive Plan amendment application Z1500084 (reference **Exhibit A-1**) was submitted by October 31, 2015 deadline for Plan Commission review during the 2015/2016 amendment cycle.

- E. The proposed amendment is to the Land Use Plan Map of the City's Comprehensive Plan to change the land use designation on 45.5 acres of 49.48 acres within the Windhaven First Addition PUD (the "Subject Property"). The applicant proposes amending 41.63 acres of "Residential 4 – 10" to "Residential 15 - 30", and 3.87 acres of "Residential 4 – 10" to "Residential 10 – 20".
- F. The subject property includes all parcels and tracts within the Windhaven First Addition PUD, except Lots 1 - 8, Block 4, Lots 1 - 13, Block 5, and Lots 1 – 5, Block 6. The Windhaven First Addition PUD was final platted in 2006, with private roads and utilities constructed, but no further development has taken place since the time of final plat.
- G. The subject property is located near the northwest corner of the Indian Trail Neighborhood Center.
- H. The core of the Indian Trail Neighborhood Center consists of approximately 37 acres with an adjacent 61.55 acres of zoned for multifamily residential use, and 24.56 acres zoned for office use (which also allow high density residential use). Combined, this makes up an approximately 123 acres. If this application is approved, the subject property would add an additional 41.63 acres of RMF, and 3.87 acres of RTF in the vicinity of the neighborhood center.
- I. At the conclusion of an abbreviated neighborhood center planning process, in 2007, the City Council adopted Ordinance C34154, amending the City's Comprehensive Plan Land Use Plan Map and Official Zoning Map per the "North Indian Trail Neighborhood Center Land Use Plan Map Proposal." The Subject Property was zoned RSF as part of that abbreviated neighborhood center planning process.
- J. The subject property is accessed via W. Barnes Road, a local street, with secondary access from W. Shawnee Avenue, also a local street. Both local streets feed onto N. Indian Trail Road, which is classified as a minor arterial.
- K. The requested implementing zoning designation is Residential Multifamily on the area designated as "Residential 15-30", and Residential Two-Family on the area designated as "Residential 10-20".
- L. Staff requested comments from agencies and departments on December 9, 2015. Comments received are summarized in **Exhibit S-2**.
- M. A Traffic Impact Analysis (TIA) was requested by City of Spokane Streets Department staff on December 10, 2015. A draft of the TIA was submitted to the City dated May 2016, with the final report issued on July 11, 2016 (reference **Exhibit A-5**).
- N. A public comment period was originally set to run from May 10, 2016, to July 11, 2016 to provide a 60-day comment period. Due to the date of submittal of the final TIA by the applicant, the public comment periods was extended to July 25, 2016. Comments received from the public through July 25, 2016 are summarized in Exhibit P-1. The entire text of public comments is on file.

- O. The Indian Trail Neighborhood Council received a presentation from the applicant's traffic engineer on May 28, 2016, and a presentation by the applicant at their June 16, 2016 meeting.
- P. The Community Assembly received a presentation regarding the proposed 2015/2016 Comprehensive Plan amendment applications at their June 2, 2016 meeting.
- Q. The Spokane Plan Commission held substantive workshops to study the requested amendment on June 8, 2016, and June 22, 2016.
- R. A Mitigated Determination of Non-Significance (MDNS) was issued on August 23, 2016 by City of Spokane Planning; Lisa Key, Planning Director, SEPA Responsible Official. (reference **Exhibit S-1**)) The public appeal period for the SEPA determination ends at 5pm on September 13, 2016.
- S. On August 26, 2016, the Washington State Department of Commerce and appropriate state agencies were given the 60-day notice before adoption of any proposed changes to the Comprehensive Plan.
- T. Notice of the Public Hearing and Mitigated Determination of Non-significance for the proposed Comprehensive Plan Land Use Map amendment, was published in the Spokesman Review on August 30, and September 6, 2016 and the Official City Gazette on August 31, September 7, and September 14, 2016.
- U. Notice of Public Hearing and SEPA Determination was posted on the subject property and mailed to all property owners and tax payers of record, as shown by the most recent Spokane County Assessor's record, and occupants of addresses of property located within a 400 foot radius of any portion of the boundary of the subject property on August 30, 2016.
- V. The staff report provided an analysis of all the decision criteria for approval a Comprehensive Plan amendment as prescribed by SMC 17.G.020, Comprehensive Plan Amendment Procedure.
- W. The Plan Commission held a public hearing on the requested amendment on September 14, 2016 with continuation on September 21, 2016.
- X. As a result of the City's efforts, the public has had extensive opportunities to participate throughout the process and persons desiring to comment were given that opportunity to comment.

Additional findings of fact may be added by the Plan Commission during deliberations, based upon new information that may be introduced into the record through the course of the hearing proceedings.

IX. DRAFT CONCLUSIONS:

Based upon the application materials, technical studies, staff analysis, SEPA review, agency and public comments received, and public testimony presented regarding the requested Comprehensive Plan Amendment application File No. Z1500084, the Plan Commission will need to address the following conclusions with respect to the review

criteria, as detailed in SMC 17G.020.030, and the decision criteria, as detailed in SMC 17G.020.060(M) in their deliberations:

1. The proposed amendment to the comprehensive plan **IS / IS NOT** consistent with any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.
2. The proposed change **IS / IS NOT** consistent with the goals and purposes of the state Growth Management Act.
3. Infrastructure implications of the proposed comprehensive plan amendment **IS / IS NOT** reflected in the relevant six-year capital improvement plan(s) approved in the same budget cycle.
4. Mitigations for the proposed amendment **DO/ DO NOT** result in a potential funding shortfall that suggests the need to scale back on land use objectives and/or service level standards, such a decision **HAS /HAS NOT** been made with public input as part the requested comprehensive plan amendment, along with corresponding changes proposed to the capital facilities program.
5. The proposed amendment **IS / IS NOT** internally consistent with development regulations, capital facilities program, shoreline master program, the downtown plan, critical area regulations, and any neighborhood planning documents adopted after 2001. In addition, amendments should strive to be consistent with the parks plan, and vice versa.
6. The proposed amendment to the comprehensive plan **IS / IS NOT** consistent with the countywide planning policies (CWPP), the comprehensive plans of neighboring jurisdictions, applicable capital facilities or special district plans, the regional transportation improvement plan, and official population growth forecasts.
7. The 2015/2016 proposed Comprehensive Plan amendments **HAVE / HAVE NOT** been reviewed concurrently in order to evaluate their cumulative effect on the comprehensive plan text and map, development regulations, capital facilities program, neighborhood planning documents, adopted environmental policies and other relevant implementation measures.
8. Adverse environmental impacts association with this proposed amendment **HAVE / HAVE NOT** been identified. If adverse environmental impacts have been identified, adequate mitigation measures **HAVE / HAVE NOT** been identified as requirements for incorporation into a decision on the proposed amendment.
9. A SEPA review **HAS / HAS NOT** been completed on the requested amendment.
10. The proposed amendment **DOES / DOES NOT** adversely affect the City's ability to provide the full range of urban public facilities and services citywide at the planned level of service, or consume public resources otherwise needed to support comprehensive plan implementation strategies.

11. The proposed land use designation **IS / IS NOT** in conformance with the appropriate location criteria identified in the comprehensive plan (e.g., compatibility with neighboring land uses, proximity to arterials, etc.).
12. The proposed map amendment and site **ARE / ARE NOT** suitable for the proposed designation.
13. The map amendment **DOES / DOES NOT** implement applicable comprehensive plan policies better than the current map designation.
14. The proposed amendment **IS / IS NOT** consistent with the Comprehensive Plan policies.
15. The applicant **HAS / HAS NOT** presented enough evidence to justify the need for the proposed change to the Comprehensive Plan.
16. The proposed change to the Comprehensive Plan **IS / IS NOT** more effectively or appropriately addressed through another aspect of the planning department's work program (neighborhood planning, writing new regulations, etc.).
17. The Plan Commission **DID / DID NOT** receive enough information from the applicant to be able to reach a decision based on the merits of the proposal.

X. PLAN COMMISSION RECOMMENDATION:

Following the close of public testimony and deliberations regarding conclusions with respect to the review criteria and decision criteria detailed in SMC 17G.020, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested amendment to the Land Use Plan Map of the City's Comprehensive Plan.

If the Plan Commission favors approval of the Comprehensive Plan amendment and zone change, in order to incorporate the terms of the MDSN, the following conditions are recommended:

The Plan Commission recommends that any subsequent decision by City Council to approve the requested Comprehensive Plan and zone change incorporate the following conditions of approval, at a minimum:

- A. The applicant shall enter into a development agreement with the City that limits any subsequent development on the entirety of the 49.5 acres of Windhaven First Addition PUD to a maximum of 750 dwelling units, as detailed in the amended application and SEPA checklist.
- B. The applicant shall enter into a development agreement with the City that provides funding adequate to allow for the partial widening of North Indian Trail concurrently with the scheduled 2018 City grind and overlay project.
- C. The applicant shall enter into a development agreement with the City requiring the implementation of specific TDM strategies, as agreed to by the City and STA, that would mitigate the 89 new PM peak trips that are added to Francis Avenue (from Alberta eastward) as a result of the additional density from the rezone.

- D. All future development permit applications shall require a concurrency determination.
- E. Future development on the subject property shall be limited to allowed uses generating no more than 271 vested PM peak trips, until such time as the partial widening of North Indian Trail Road is fully funded and included on the City's six-year capital improvement plan.

Additionally, the Plan Commission may add additional conditions of approval, as may be identified in deliberations as necessary or appropriate to address review criteria, decision criteria, or neighborhood compatibility concerns.

XI. LIST OF EXHIBITS

Exhibit	Description
A-1	Application Materials
A-2	SEPA Checklist
A-3	Additional submittal July 16, 2016 by applicant
A-4	Washington Apartment Market Survey Spring 2016
A-5	Traffic Impact Analysis, July 2016, Morrison Maierle, Inc.
P-1	Summary of Public Comment through July 25, 2016
P-2	Letters from Neighborhood Councils and Community Assembly (through August 26, 2016)
S-1	SEPA MDNS, August 23, 2016
S-2	Agency & Interested City Department Comments
S-3	Comprehensive Plan Policy, policies cited in full for reference
S-4	North Indian Trail Land Use Changes, 2007, City of Spokane ORD C34154

NOTICE



ORD C35449 Exhibits (General application and attachments) are available for viewing at the following link:

<https://my.spokanecity.org/projects/morningside-investments-llc-comprehensive-plan-amendment/>

In addition the Exhibits are available for viewing at the City Clerk's Office – 5th Floor, City Hall (clerks@spokanecity.org or 509.625.6350) and/or copies will be made available upon request.