

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 9, 2017

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 Human Resources at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or jjackson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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. Contract with Kiemle & Hagood (Spokane, WA) to provide commercial brokerage services for the City—\$600,000. Dave Steele | Approve | OPR 2017-0683 RFQ 4385-17 |
| 2. Contract with Integrus Architecture (Spokane, WA) to provide facility space planning and pre-design services to the Spokane Police Department—\$140,000. Dave Steele | Approve | OPR 2017-0684 RFQ 4374-17 |
| 3. Accept funding from the Spokane County Department of Emergency Management, FY2016 State Homeland Security Program Grant, for Hazmat Training from September 1, 2017 through November 30, 2017—\$70,000 Revenue. Brian Schaeffer | Approve | OPR 2017-0685 |
| 4. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2017, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve & Authorize Payment | CPR 2017-0002 |

5. City Council Meeting Minutes: _____, 2017.

Approve
All

CPR 2017-0013

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

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35457 passed by the City Council November 28, 2016, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

- ORD C35553** General Fund
FROM: Unappropriated Reserves, \$37,000;
TO: Human Services Homeless Services, same amount.
- (This action provides additional resources for Hope Works Homeless Services.)
Council President Stuckart
- ORD C35554** Fire/EMS Fund
FROM: Department of Homeland Security, \$70,000;
TO: Overtime - uniform, same amount.
- (This action budgets for the Department of Emergency Management Hazmat Training Grant.)
Brian Schaeffer

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2017-0087** Recognizing the Spokane Falls Building Heights Working Group report, which provides direction for future downtown planning activities as well as priorities involving future development code amendments.
Council President Stuckart

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for October 9, 2017
(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 9, 2017, Regular Legislative Session of the City Council is adjourned to October 16, 2017.

NOTES

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

10/09/2017

| | |
|-----------------------|---------------|
| <u>Date Rec'd</u> | 9/27/2017 |
| <u>Clerk's File #</u> | OPR 2017-0683 |
| <u>Renews #</u> | |

| | | | |
|--------------------|--|---------------|--|
| Submitting Dept | ASSET MANAGEMENT | Cross Ref # | |
| Contact Name/Phone | DAVE STEELE 625-6064 | Project # | |
| Contact E-Mail | DSTEELE@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Contract Item | Requisition # | |
| Agenda Item Name | 5900 - ON CALL CONTRACT WITH KIEMLE & HAGOOD | | |

Agenda Wording

Kiemle and Hagood was the choice for RFQ 4385-17 to provide commercial brokerage services for the City of Spokane. (Multiple neighborhood councils)

Summary (Background)

This contract will provide the City with professional brokerage services focused on assisting the City in the property disposition process. As properties are identified and declared surplus, brokerage services will be utilized as needed to facilitate opinions of value, appraisals, listings and other typical real estate marketing and analysis services.

| | | |
|----------------------|-------------------|-----------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u> |
| | Public Works? NO | |

| | | |
|---------|---------------|-----------|
| Expense | \$ 600,000.00 | # Various |
| Select | \$ | # |
| Select | \$ | # |
| Select | \$ | # |

| | | | |
|-----------------------------|-------------------|---------------------------------------|----------------------|
| <u>Approvals</u> | | <u>Council Notifications</u> | |
| <u>Dept Head</u> | LUKAS, ED | <u>Study Session</u> | |
| <u>Division Director</u> | DUNIVANT, TIMOTHY | <u>Other</u> | Public Works 9/25/17 |
| <u>Finance</u> | HUGHES, MICHELLE | <u>Distribution List</u> | |
| <u>Legal</u> | ODLE, MARI | Engineering Admin | |
| <u>For the Mayor</u> | DUNIVANT, TIMOTHY | cbrazington@spokanecity.org | |
| <u>Additional Approvals</u> | | publicworksaccounting@spokanecity.org | |
| <u>Purchasing</u> | | rlukas@spokanecity.org | |
| | | dsteele@spokanecity.org | |
| | | | |
| | | | |

BRIEFING PAPER
Asset Management Department
September 25, 2018

Subject:

Selection by RFP of a firm to provide commercial brokerage services for the City of Spokane as a means to best evaluate, package, and capitalize the City's surplus real property assets.

Background:

The City of Spokane currently owns approximately 1,505 parcels of various shapes, sizes, locations, zoning categories, and uses. While this number sounds large, roughly 839 of these parcels are owned by the Parks Department and are not eligible for immediate surplus or sale due to charter restrictions. The majority of these Park's parcels make up the City of Spokane's larger parks and natural areas. For example, High Bridge Park alone is made up of 186 individual tax parcels. The complete breakdown is shown below.

| | | |
|------------------------------------|-----|---|
| Parks | 839 | <i>Parks, Conservation Areas, River Bank Conservation Areas, Golf Courses</i> |
| Public Works | 318 | <i>Pump Stations, Lift Stations, Reservoirs, Landfills, Drainage Areas, CSO Locations</i> |
| Arterial Street Fund | 140 | <i>Track X Access Limiters, ROW for Projects, Remnants for Dedication</i> |
| Airport's | 106 | <i>SIA& Felts Field</i> |
| General Fund | 72 | <i>Fire Stations, Community Centers, City Hall, Police Properties</i> |
| Community Development | 20 | <i>Residential Rehab Properties, Tax Roll Properties</i> |
| Library's | 8 | |
| Unassigned - Currently researching | 1 | |

This contract will provide the City with professional brokerage services focused on assisting the City in the property disposition process. As properties are identified and declared surplus through the approved surplus process, brokerage services will be utilized as needed to facilitate opinions of value, appraisals, listings, and other typical real estate marketing and analysis services.

Impact:

It is the intent of this contract to expedite City property sales as needed and to utilize the professional brokerage resources provided to maximize desired City outcomes.

Funding:

Funding for this contract will be generated as part of property sales, with expenses be deducted from sales profits.

Action:

Approval of the contract



City of Spokane
BROKERAGE SERVICES AGREEMENT

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, as ("City"), and **KIEMLE & HAGOOD COMPANY**, a Washington corporation, having offices for the transaction of business at 601 West Main Avenue, Suite 400, Spokane, Washington 99201, as ("Kiemle"), individually hereafter referenced as a "party", and together as the "parties".

The Parties agree as follows:

1. **SERVICES.** Kiemle shall provide real estate brokerage services for City-owned properties. These services include but are not limited to:

- Addressing all aspects of marketing, listing, and selling a variety of City properties;
 - Providing professional guidance with an understanding of the importance of land use, zoning, and location
 - Working knowledge of all applicable real property laws and restrictions.
 - Understanding of various valuation techniques and the importance of comparable market data.
 - Completing a general market analysis of the City's surplus inventory;
 - Developing highest-and-best-use reports
 - Discussing potential development scenarios
 - Producing development analysis and studies
- A. Kiemle may, on an on-call basis, provide the following services to City: sales, acquisition, leasing, Broker Opinion of Value, consultation, management, oversight of other service providers (such as residential agents, appraisers, etc.), and portfolio evaluation.
- B. The City shall engage Kiemle to perform services by issuing a Task Order (an example is shown on Attachment "B") at City's discretion. For each Task Order issued to Kiemle, Kiemle shall provide an agreement to City which shall describe, among other things, the property(ies) involved, the service(s) to be provided, the compensation, and an expiration date.

2. **TERM.** The term of this Agreement begins on October 1, 2017 and ends on September 30, 2020. The Agreement may be extended for two (2) one (1) year terms at the City's sole option. Any extension shall be executed with the same formalities as this Agreement.

3. **COMPENSATION.** Kiemle shall be compensated based on the amount of each approved and completed task order. Total compensation for the three-year term of this Agreement shall not exceed **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)**.

4. PAYMENT. Payment shall be provided pursuant to the rates set forth in Attachment "A". Kiemle shall submit applications for payment to the Asset Management Department, Second Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Kiemle's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Kiemle's 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. Provided, however, commissions on sale of real property shall be made a part of the real estate closing process.

5. TERMINATION. Either party may terminate this Agreement without reason and without cause upon ten (10) days written notice to the other party. In the event of a termination not the fault of Kiemle, the City shall pay Kiemle for all work performed up to the date of termination, upon receipt and approval of an application for payment.

6. INDEPENDENT CONTRACTOR. The Parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only in the results that could be achieved and has no right to control or direct Kiemle, either as to the results or the details and means for rendering the services required herein. The conduct and control of all services will be solely with Kiemle. Kiemle, and any agent, employee, servant or otherwise of Kiemle shall not be deemed to be an employee, agent, servant or otherwise of the City for any purpose nor shall they identify or hold themselves out as the same. Kiemle or any employee of Kiemle is not entitled to any of the benefits that the City provides for City employees, including but not limited to, health insurance, sick leave, pension, vacation, longevity, or disability leave, etc. Kiemle will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, subcontractors, or otherwise, during the performance of this Agreement.

7. OWNERSHIP OF DOCUMENTS. All documents produced by Kiemle pursuant to the terms of this Agreement shall be the property of the City.

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 Contractor shall be safeguarded by the Contractor. The Contractor shall make such data, documents and files available to the City upon the City's request. If the City's use of the Contractor's records or data is not related to this project, it shall be without liability or legal exposure to the Contractor.

Under Washington State Law (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)).

8. COMPLIANCE WITH LAWS. The Parties agree to observe all federal, state and local laws, ordinances and regulations, to the extent that they may have any bearing on providing any services under the terms of this Agreement.

9. LICENSING OF KIEMLE. Kiemle shall maintain such licenses and permits as are required for any of the services to be performed.

10. AGENCY.

A. The City authorizes Kiemle to appoint property manager(s), leasing and sales agent(s) to act as City's Listing Agent(s). It is understood and agreed that this Agreement creates an agency relationship with Listing Agent(s), and Kiemle only, not with any other sales associates of Kiemle. Any manager or salesperson, other than Listing Agent(s), who procures a prospective tenant or Buyer may not be representing City and may represent the tenant or Buyer. Accordingly, for purposes of this Agreement, the term "Agent" means Listing Agent(s) and Listing Agent's Broker or Designated Broker, unless expressly stated otherwise.

B. The City agrees that if City premises are leased to a tenant represented by one of Kiemle's

salespersons other than Listing Agent(s), then the City consents to Kiemle's Broker acting as a dual agent. The City hereby acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency".

11. NOTICES. All notices called for or provided for in this Agreement shall be in writing and must be served on the other party either personally or by certified mail, return receipt requested, sent to the party at its respective address hereinabove given. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

12. OTHER EMPLOYMENT. This Agreement is not an exclusive services agreement. Kiemle may take on other professional assignments while completing those work elements/tasks set forth herein, and the City may use its own employees or other service providers for property management or listing for sale.

13. INSURANCE. During the term of the Agreement, Kiemle shall maintain in force at its own expense, the following types and amounts of insurance:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- B. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its agents, officers and employees are Additional Insureds but only with respect to Kiemle's services to be provided under this Agreement.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage owned, hired or non-owned vehicles.

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 Kiemle or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, Kiemle shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Kiemle's services under this Agreement, as well as 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 Kiemle shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14 INDEMNIFICATION.

- A. Kiemle agrees to indemnify and defend the City from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence of Kiemle, its employees, or agents in connection with the services to be performed by Kiemle under the terms of this Agreement.
- B. The City agrees to indemnify and defend Kiemle from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence of the City, its employees, or agents in connection with the obligations of the City under the terms of this Agreement.
- C. If the negligence of both Kiemle and City (or a person identified above for which each is liable) is a cause of such damage or injury, the loss, cost of expenses shall be shared between Kiemle and the City in proportion to their relative degrees of negligence and the right of indemnity shall apply to such proportion.

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

16. 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, 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.

17. 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. Kiemle 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 Kiemle 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.

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

19. MISCELLANEOUS PROVISION.

- 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. Kiemle, 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, Kiemle 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 Kiemle after the time the same shall have become due nor payment to Kiemle 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 Kiemle. 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.

KIEMLE & HAGOOD COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest: Approved as to form:

City Clerk



Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certificate
Exhibit B – Fee and Compensation
Exhibit C – Real Estate Task Order

17-117

ATTACHMENT A
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
 5. I understand that a false statement of this certification may be grounds for termination of the contract.

| | |
|--|---|
| <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print) | <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print) |
| <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print) | <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature |
| <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print) | <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print) |

ATTACHMENT B

FEES & COMPENSATION

Kiemle shall provide services on an on-call basis. The City shall determine the scope of work for each individual assignment and approve a Task Order (Attachment B), which shall incorporate by reference all provisions of this Agreement and estimate the cost of all work to be completed under each Task Order. No work will be done or compensated without a written Task Order approved by City and Kiemle. Fees shall be:

- Sale of Single Family Residential property: 6% of Sale Price (to be split with the buyer agent, unless Kiemle is acting as both seller and buyer agent).
- Sale of Single Family Residential land: 10% of Sale Price (to be split with the buyer agent, unless Kiemle is acting as both seller and buyer agent).
- Sale of improved commercial property: 5% of the Sale Price if sold solely by Listing Agent and 6% of Sale Price if other brokers, including Kiemle & Hagood Co. Brokers, are involved (to be split with other broker(s)).
- Sale of major properties: Should City, at City's sole discretion, deem a property requires a national brokerage and/or advisory role, Kiemle shall partner with Cushman & Wakefield of Oregon and share the brokerage fee with Cushman per the terms of a separate agreement between Kiemle and Cushman. Fees for sale of major properties shall be the same as "Sale of improved commercial property", above.
- Sale of unimproved commercial land: 7% of the Sale Price if sold solely by the Listing Agent and 8% of Sale Price if other brokers, including Kiemle & Hagood Co. brokers, are involved (to be split with other broker(s)).
- Leasing of commercial property: 6% one-time payment of gross rents to be anticipated over the term of the lease, up to 5 years and 3% of gross rents for any period of time beyond 5 years. Gross rents shall include all payments made to the City for rent and operating expense reimbursements (if applicable).
- Renewal of Existing leases on commercial property: 2% one-time payment of the gross rents to be anticipated over the term of the lease, up to 5 years and 1% of gross rents for any period of time beyond 5 years. Gross rents shall include all payments made to the City for rent and operating expense reimbursements.
- Broker's Opinion of Value: Between \$500.00 and \$1,000 per report, depending on complexity.
- Portfolio Review and Assessment: At the City's discretion, Kiemle shall make an assessment of the City's entire Portfolio of properties on a property-by-property basis in order to advise City staff, of potential market values, marketability, recommended disposition process (es), and any other criteria as established by the City. A one-time fee of \$10,000 shall be paid to Kiemle upon receipt by City of the Portfolio Review and Assessment.

- Consultation: Kiemle shall provide consultation services at the following rates:
 - Brokers, agents, and property managers: \$150 to \$200 per hour depending the complexity of the assignment and the experience-level of the consultant;
 - Principals of Kiemle: \$225 per hour.
- Minimum Fee: The minimum fee for any sale or transfer of ownership shall be \$1,000.
- Appraisals: Appraisal costs are to be determined by an appraisal firm. If the City desires Kiemle to play a role in defining the scope of work and/or evaluate the work product, then Kiemle will charge a fee that is 10% of the cost of the appraisal.
- From time to time Kiemle may perform studies for which Kiemle does not receive compensation due to a decision to not list or market a property. Kiemle acknowledges and agrees with this as it is looking at the broader ongoing relationship. In addition, should Kiemle be retained as a property manager for a particular parcel, Kiemle will submit a fee proposal in advance of the assignment for approval. It is difficult to quote a fee for an unknown property of unknown complexity. That said, the City can expect fees to range from 4% to 6% of the monthly rents collected for such assignments. If the management is to be of a single family residence, Kiemle may look to subcontract that service to a reputable provider, approved by the City, who would report to Kiemle working under the same terms and conditions as this Agreement. Fees in this case would be 10% of monthly rents collected.

ATTACHMENT C

CITY OF SPOKANE
REAL ESTATE TASK ORDER # _____

GENERAL INFORMATION

Project Name: _____

Authorized By: * _____ Phone: () _____ Fax: () _____ Email: _____

Contact Name: _____

Address: _____

ASSIGNMENT TYPE

- ☐ Property Analysis
☐ Property Management
☐ Sale
☐ Acquisition
☐ Lease
☐ Consulting
☐ Construction Management
☐ Other _____

Parcel #: _____

Recording #: _____

PROPERTY TYPE

Commercial:

- ☐ Land
☐ Building—Office/Retail
☐ Building—Industrial

Residential:

- ☐ Land
☐ Land w/ Structures

Other:

☐ _____

COMPENSATION TYPE

☐ Percentage of Price
_____ % of _____

☐ Hourly Rate with Maximum

☐ Fixed Fee: \$ _____

Fee Paid By: _____

PROJECT DESCRIPTION / REQUIREMENTS / COMMENTS: _____

MINIMUM TERMS: _____

TARGET COMPLETION DATE: _____

AUTHORIZATIONS

City of Spokane

*Authorizing Party: _____

Date: _____

Executive Branch Approval: _____

Date: _____

ACCEPTANCE

Kiemle & Hagood Company

By: _____

Title: _____

Date: _____

RFQ/P Commercial Real Estate Brokerage Services



August 28, 2017

**KIEMLE &
HAGOOD**
COMPANY

Presented by:

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President & CEO
509.755.7500
larrys@khco.com

THOMAS R. QUIGLEY
Chairman
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RFQ/P Coordinator
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Spokane, WA 99201
dsteele@spokanecity.org

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Exhibits:

- A. Example of Marketing Flyer
- B. Request for Service Form
- C. Kiemle & Hagood Company Profiles
- D. The Law of Real Estate Agency
- E. Project Status List for the City of Spokane



No warranty or representation, expressed or implied, is made by Kiemle & Hagood Company, its agents or its employees as to the accuracy of the Information contained herein.

All information furnished is from sources deemed reliable and submitted subject to errors, omissions, change of terms and conditions, prior sale, lease or financing, or withdrawal without notice. No one should rely solely on the above information, but instead should conduct their own investigation to independently satisfy themselves.





4.2 Letter of Submittal



LETTER OF SUBMITTAL

August 28, 2017

MR. DAVE STEELE
RFQ/P Coordinator
808 W. Spokane Falls Blvd
Spokane, WA 99201

Dear Dave:

It is with great pleasure that we submit this response to your RFQ/P #4385-17 Commercial Real Estate Brokerage Services. Kiemle & Hagood Company has a long history of community involvement, and specifically performing services for, and on behalf of, the City of Spokane. Over the years, we have been involved in several other City transactions as consultants and/or service providers. We look forward to continuing this tradition well into the future.

We believe that our response will show you not just the technical aspects of our proposal, but the innovative nature of our approach, and our commitment to realize the greatest value for the City of Spokane as we work together to monetize City owned surplus properties.

Considering our experience with a similar project with the City from 2013 through 2016, we feel we can "hit the ground running" on the assignment.

In response to the RFQ/P, we submit the following information:

- 1) Kiemle & Hagood Company
601 W. Main Ave, #400
Spokane, WA 99201
Phone: (509) 838-6541
Fax: (509) 458-4014
Email: larrys@khco.com
- 2) Kiemle & Hagood Company is a Washington corporation, and is licensed to provide real estate services in Washington, Idaho and Montana.
- 3) The operations contemplated by this response will all be performed just 2 blocks from City Hall, at our main office, identified in #1 above.
- 4) We have no current or former City employees on our governing board, going back to the inception of Kiemle & Hagood Co. in 1971.
- 5) We agree to comply with all of the terms and conditions set forth in the Request for Proposals and any subsequent mutually agreed upon service contract.

As required by Washington State Law, we have included in the Exhibits a copy of the pamphlet "The Law of Real Estate Agency".

We look forward to sharing with you more about the history of our company, and why we think we are the provider of choice for your real estate services. We look forward to answering any further questions, and if appropriate, making an oral presentation to you.

Sincerely,
KIEMLE & HAGOOD CO.



Larry F. Soehren
President & CEO



Thomas R. Quigley
Chairman



Mike Livingston
Broker



4.3 Technical Proposal

4.3 Technical Proposal

Kiemle & Hagood Company (“K&H”) executed a contract with the City of Spokane in April of 2013 for a project with a similar scope of work as the current RFP. K&H learned a great deal about the City’s acquisition and disposition processes, the diversity and nature of the City’s property portfolio, the unique processes the City must adhere to in order to acquire or dispose of a property, and the unique variety of the City’s other needs, such as Broker’s Opinion of Value, references for other professionals within the industry, and general and specific industry knowledge. This experience is reflected in our responses in the Technical Proposal and Management Proposal.

1. Marketing Approach / Methodology

K&H has previously invested significant time to catalog and categorize the City’s inventory of potentially surplus property. As the City and K&H have worked together to analyze the portfolio, we’ve discovered that the vast majority of the properties are likely not economically feasible to sell via a traditional marketing process. In other words, the value of many of these odd-shaped parcels is exceeded by the costs associated with a process executed by K&H (or likely any other vendor). There are, however, some significant properties with development potential that will generate interest on the part of investors and/or commercial developers.

K&H in general, and specifically the proposed project team has extensive experience selling raw land, working through build-to-suit opportunities, and selling owner-user and investment property. The project team routinely markets property throughout the Pacific Northwest and has completed transactions with buyers and their brokers from Seattle, Bellevue, and other western Washington and Oregon cities.

The type of property being marketed “for sale” will dictate the type of approach used in the marketing effort. For example, the project team has recently completed two projects (one investment listing and the other an owner-user listing) utilizing a method resembling a “bid process”. This is an effective technique for selling easily quantified assets. For more complicated properties it is usually best to implement traditional listing and marketing strategies.

Our approach will be to meet with the City team as soon as possible to update ourselves on the various statutory and code requirements that will drive the decisions and processes by which we must abide in moving forward. Of particular interest will be the surplus declaration process, and from there bidding, marketing, sales and leasing. From previous experience in providing similar services to the City of Spokane, we know that these requirements can be challenging if not managed properly. We suggest we establish a clearly defined bid process that allows for certainty to potential acquirers, so that there are not last minute maneuver’s that could occur at the point a transaction reaches the Council for approval. The private sector is averse to uncertainty, and thus may not provide their best offer if subject to changes at the Council level. It is our intent to sculpt this process such that it mirrors private sector business models as closely as it can, given the restrictions that will be imposed.

Next we will need to work with the City Attorney’s office to develop acceptable documentation for the anticipated transactions. As an example, our industry is very comfortable with standardized purchase and sale agreements, which the City has used in the past. However, experience also tells us that the City Attorney’s office sometimes prefers their own documentation. We will need to reconcile this for two reasons. First, we need to be knowledgeable about the forms moving forward. But more importantly, by standardizing the forms and process, we can expedite transactions, while making sure we comply with Washington State law. We have an extensive library of forms that we can make available for City review.

4.3 Technical Proposal

We will also need to establish a procedure for accepting a value, or a range of values, for the sale of a property or rental rates for a lease. We will need to know if a full or limited appraisal will be required for each property, or if a Brokers Opinion of Value (BOV) will suffice. This in and of itself will dictate costs and time necessary to move a property into the market. A BOV can be completed by us in fairly short order. Typical cost for a BOV can range from \$500 to \$1,500, depending on complexity. An appraisal can extend the process out anywhere from 3 to 6 weeks or more. If an appraisal is necessary, we will recommend for City approval of an appraisal firm that we feel is best suited for the job. Again, each firm or individual appraiser may have specialized areas of expertise, and we want to be assured of having the best team member on the job. Costs of appraisals will also be approved in advance. You can expect fees ranging from approximately \$3,000 for a limited report up to \$6,000 or more for a full report appraisal.

Simultaneously with the above, we will begin the assessment of the parcels to be reviewed. We will perform an initial evaluation of each parcel in order to determine an order of magnitude value. We will likely start with the largest parcels in order to achieve the maximum initial return to the City in the shortest time possible. There will be some that will be rather straightforward and easy to move, and others that will be more complicated and will take more time. From this evaluation we will work with the assigned City staff to prioritize the properties that should be dealt with first. It is at this point that we move into deeper analysis and start making recommendations to the City. That work is described below in the Work Plan section.

2. Work Plan / Sale Process

A work plan between the City and its broker involves a wide variety of activities that are both proactive and reactive and involve “clients” that are from within City Hall, within the City’s government, and from the public. It has been our experience that the volume and diversity of projects requires a unique skill set to manage properly.

Frequent face-to-face meetings between the City and its broker are needed to create an environment of accountability and responsiveness for internal and external clients. Based on our previous experience, it is likely there can be as many as 20 to 30 projects in various stages of action at any point in time. A sample of the project tracking spreadsheet used in 2015 can be found in the appendix This project tracking sheet shows 20 projects that include: raw land sales, improved property sales, improved property acquisition, a lease listing, and leased space being sought.

Some assignments with the City require creative and sophisticated solutions. K&H is uniquely qualified to handle sophisticated assignments due to its multiple services, long history in Spokane, professionalism of staff, and successful track record. A recent example of K&H assignment requiring a creative solution is the sale of the Sisters of the Holy Name of Jesus and Mary (“Sisters”) property near Spokane Falls Community College on Fort George Wright Way. In that instance, K&H sold a portion of the site (via a “bidding process”) to a multi-family developer and sold the remainder to a land conservancy group. This sophisticated and complex process not only met the objectives of the Seller, but created a positive outcome for the community.

Finally, there is a “learning curve” associated with City requirements for acquisition and disposition. Because of our recent experience, K&H can “hit the ground running” and be expected to effectively assist the City, immediately.

4.3 Technical Proposal

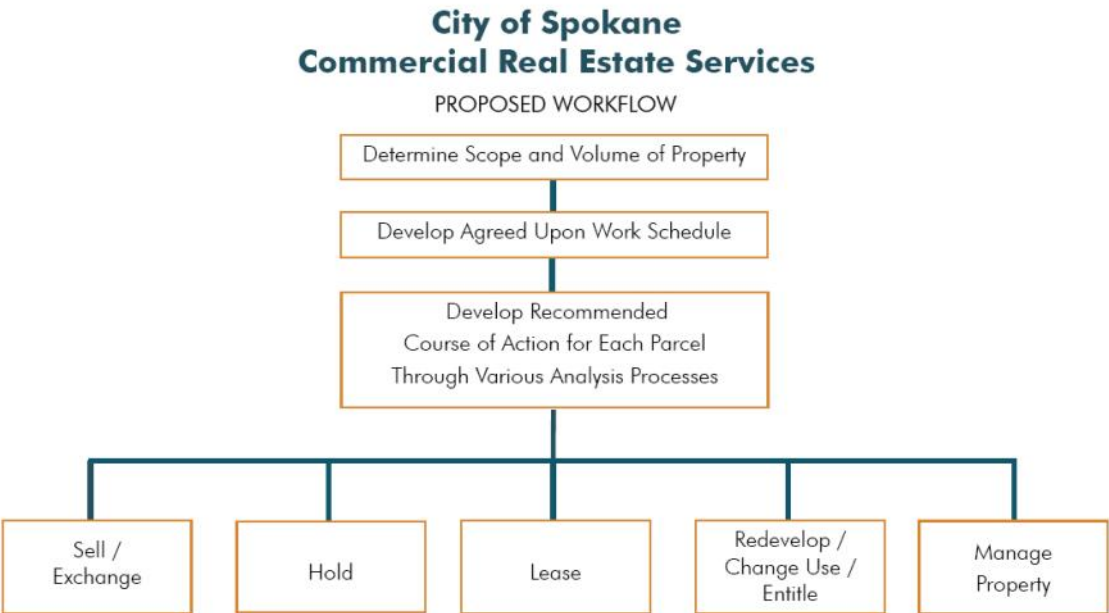
Marketing Coverage and Plan

To identify and cultivate prospects we would utilize a full range of marketing tools and methods to reach prospective developers and investors. These include, but are not limited to the following:

- ▶ **INTERNET** through both local and national postings, including, but not limited to our website khco.com, Loopnet, Commercial Brokers Association (CBA), CoStar and email blasts.
- ▶ **COLD CALLS** to active, qualified prospects.
- ▶ **DIRECT MAILINGS** using our proprietary software system that allows us to contact prospects specifically suitable to acquire the property.
- ▶ **HIGHLY VISIABLE SIGNAGE** that make the public aware of its availability.
- ▶ **DIRECT FOLLOW-UP** to all inquiries.
- ▶ **SUBMISSIONS OF MARKETING INFORMATION** to select national, regional and local commercial real estate brokers.
- ▶ **PROVIDING EASILY ACCESSIBLE DATA FOR BUYERS** through a Dropbox filing system for title and environmental reports, rental history, agreements, etc.

Kiemle & Hagood Company will produce a high quality marketing package that will highlight the salient points of the property to elicit interest and assist with a purchaser’s due diligence. EXHIBIT A provides you with a sample of our marketing work product relative to the sale of a retail property, which includes aerial maps, average daily traffic counts and demographic information.

In some instances, we may also suggest a different process. We have had, and have seen elsewhere, some success in maximizing value by conducting an auction. This is not a decision to take lightly, and will take much work to market the properties in advance. But the notion of parties in the room outbidding each other sometimes drives ego decisions. In one instance, we were able to generate approximately a 17% premium over our value estimates for a mixed portfolio of property. This is not always repeatable nor the best solution, but it is one to be considered for the right property types. This is a method that could be performed by Kiemle & Hagood Co., or we may suggest a national provider if the property is of a size that warrants that approach. Costs for this process will be determined by the specifics of the transaction and will be measured against the likelihood of success to determine if this is a practical approach.



4.3 Technical Proposal

There may be more than one course of action, for example, having Kiemle & Hagood Co. manage a property until such time as it is leased or sold. In any event, we bring to this assignment the full resources of our company. For each type of transaction we will assign the best person on our staff to move forward with the assignment. For sales and leasing, there are different skills and knowledge necessary to be successful in a transaction. An industrial broker, for example, is likely not the best person to list and sell a property best suited for retail use. Thus, we will determine the best person on our staff to move forward with the assignment. We will submit that person's name and background to the City for approval before moving forward. Our service providers will be reporting directly to our project management team, and that team will be responsible for keeping the City informed and involved as necessary. We have provided profiles of each of the brokers that may from time to time be assigned tasks under this contract. Each profile includes information on the requisite experience the broker brings to the assignments.

We are recognized throughout our community for the success of our brokerage services. We consistently lead the commercial market in the region in both numbers of transactions as well as the dollar volume of closed transactions. In 2016 we completed transactions valued at \$185,000,000 and are on track to exceed that in 2017.

In the event it is decided to have Kiemle & Hagood Co. manage a property, we will bring to bear all of our experience that we use in managing our current portfolio that is in excess of seven million square feet of commercial space, and over 1,000 units of multi-family real estate. We pride ourselves in providing the highest level of professionalism to our clients in managing a property to maximize value. Our ability to leverage our purchasing power and market knowledge is critical in maximizing rents and reducing expenses. Maintaining tenant satisfaction is critical to reducing turnover, and its related costs. And finally, we provide consistent and timely reports to the ownership, in formats that meet their needs, in order for them to be able to make the best decisions regarding their investment.

In the case of a single family residential property, we intend to sub-contract those listings out to a residential broker. Again, there are various experience levels and market niches that residential brokers bring to an assignment. We will pick one that we feel is best suited for the assignment, and again will submit their information to our City contact for approval. That broker will be accountable to our project management team, as if they were a member of the Kiemle & Hagood Co. Team.



4.4 Management Proposal

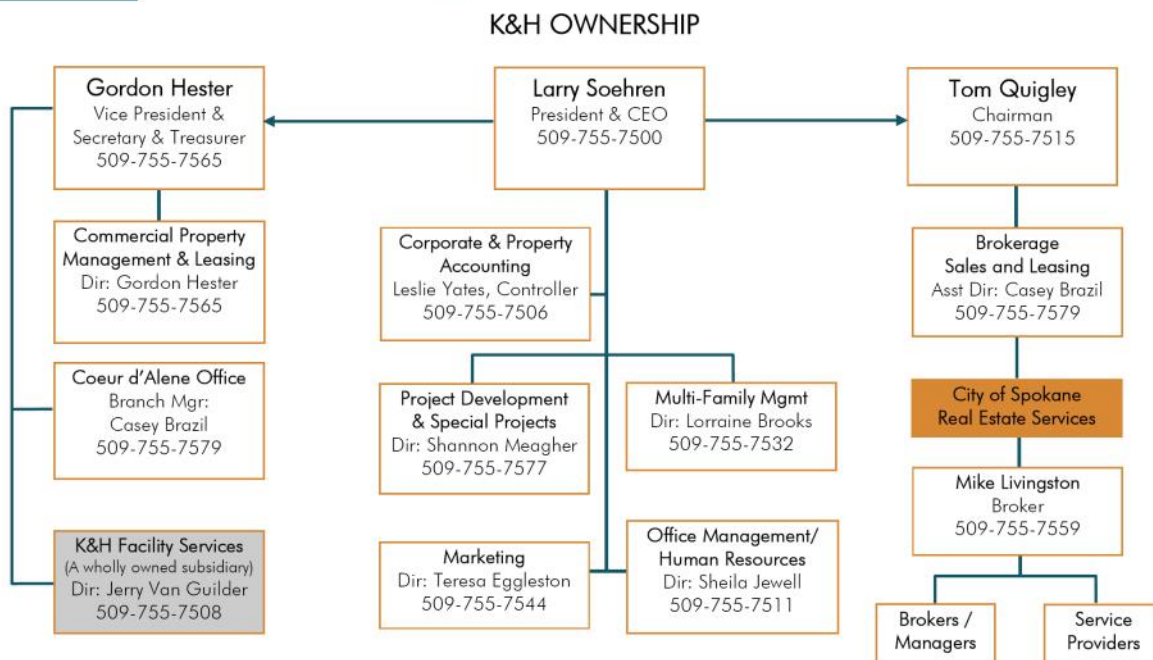
4.4 Management Proposal

A. Project Management

1. Project Team Structure / Internal Controls



Organizational Chart



Larry Soehren will provide ultimate oversight of the project on behalf of K&H and its ownership. Larry is President of K&H and has extensive experience with real estate brokerage, property management, and involvement with governmental entities and processes. The City's point of contact and K&H person responsible for day-to-day activities will be Mike Livingston, Broker. Mike acted in this capacity from 2013 through 2016 with the City and met weekly with City personnel to review projects, reinforce deadlines, and engage in tactical and strategic planning.

K&H is committed to engaging the appropriate resources for specific assignments. During the course of the last contract with the City for Real Estate Services, Mr. Livingston involved other brokers within K&H to assist where their specific expertise was desirable.

We recommend that we establish with City staff a regularly recurring reporting and update meeting. Initially this could be as frequent as weekly as we establish the relationship. It could then move to bi-weekly. These meetings can be attended by Larry and Tom if desired.

The beginning of any assignment will start with a Request for Service Form, a sample copy of which is EXHIBIT B in this proposal. This form will detail the specific request from the City, and will provide basic information on the assignment. It will also detail the agreed upon fee, and advise us of appropriate City staff with whom we will work or seek further information and decision making. It is the basis for the work we will perform, and will provide a common point of reference. Once executed, this form will be logged in our office and a transaction file will be created. Using the log, and the forms, we will have the basis for reviewing each project during our regular update meetings both internally and with the City.

4.4 Management Proposal

2. Staff Qualifications / Experience

Attached in EXHIBIT C are the profile sheets for Larry Soehren and Mike Livingston. We have also included the profiles of Tom Quigley and Gordon Hester, Larry's partners in the firm. Gordon will oversee any property management assignments that may result from this contract. We also include the profiles of each of the brokers who may be assigned to a specific parcel. As mentioned above, each brings unique qualities and experience to bear on their assignments. We will match the need with the skill set and submit that broker(s) name to the City for approval before finalizing any assignment.

If there is a need to bring in an appraisal firm in the future, we will work either with firms that have previously approved by the City and/or firms we may recommend based upon the specific need. Again, we will submit firm and personnel names, as well as costs, to the City for prior approval.

B. Experience of the Firm

1. Experience of the Firm and Subcontractors

Property Market Analysis: Each of our owners and brokers has experience in analyzing properties to determine the highest and best use, market pricing, suitable target markets, analysis of buildings and structures and other pertinent details of the property. It is the basis of what we do every day in taking a property to the sale or lease market. We maintain a significant database of transactions to tell us where the market is for each type of property. We also can research transactions with various local appraisal firms, at no cost to the City. We also make it a practice to have good relationships with all of the practitioners in our industry, thus providing us the best in market knowledge. All of these tools help us to give the City the best advice as to the appropriate course of action that will best maximize the returns to the City.

Development Studies: Kiemle & Hagood Co. has broad experience in doing development studies for a variety of users. These range in scope from working on grocery store build-to-suit projects in cities such as Kalispell, Lewiston, and the Tri-Cities to local development projects such as the retail development at the North corner of Mission and Ruby and most recently the KXLY site on the South Hill. Each project requires an in depth knowledge of not just a specific piece of property, but a knowledge of the broader market, the local economy, local regulations, the financial markets and other facts that may not be commonly known. This requires research and relationships, both of which are hallmarks of what we do. We additionally pride ourselves on our experience and understanding of the nuances in working with specific neighborhood groups.

4.4 Management Proposal

Highest and Best Use Studies: The purpose of a Highest and Best Use study is to determine the use that will generate the highest value to the owner. The highest and best use can change over time with changes in the development of the surrounding areas, or shifts in development patterns in the broader community. A notable example of work Kiemle & Hagood Co. has done in this area is the Liberty Lake Corporate Park. The property had been listed for years with another local firm with no success. Kiemle & Hagood Co. was brought in to analyze the highest and best uses. Once determined, we secured all of the necessary entitlements and proceeded with marketing the property. We have since sold \$30 million of land for this very satisfied client. Another notable example is the Iron Bridge Corporate Center, where we performed similar duties leading to the transformation of former industrial land into high end office space.

Marketing: As discussed in ITEM 2 in our WORK PLAN in the TECHNICAL PROPOSAL Section above, we are very thorough in our marketing efforts. Beyond what's been described above, we also pride ourselves in our outreach to, and relationships with, the broader real estate community. We are known to be very cooperative with other brokers. We network with them constantly, and share information liberally to assure the broadest exposure of the subject property.

Not every prospect resides in the Greater Spokane area, nor are they all represented by local brokers. Thus, we expend great effort in building relationships with brokers outside of Spokane, particularly in the Puget Sound region. A significant amount of transaction business is referred into Spokane from brokers on the West side. Thus, we are heavily involved in the leadership of the Commercial Brokers Association (CBA) which is the one service in Washington that is closest to a multiple listing service for commercial real estate. This not only allows us the presence to assure we are known to a multitude of West Side brokerage houses, but it also lets us have a voice in the broader marketplace and in establishing best practices for our industry.

There may be occasions where a specific project requires broader geographic and industry exposure. In that event, and because of our relationships in the larger Puget Sound market, we are also able to partner with larger regional and national firms, thus tapping into their expanded reach for potential buyers. We've initiated many successful co-brokerage arrangements with firms such as Cushman-Wakefield, Newmark Grubb Knight Frank, CBRE, Colliers and Kidder Mathews. They know and trust us, and they appreciate the opportunity to work with us when appropriate.

Notwithstanding all of the technology and tools, many times marketing property boils down to shoe leather and persistence. Our brokers work hard to find the prospects, even if that means going door to door in an office building or walking up and down a major arterial, seeking interest from potential buyers or tenants. It also means researching who is in the market making deals, and reaching out to them individually. Street level market knowledge is often the most powerful. With our extensive community presence and our highly experienced team, we believe we are unequalled in getting the job done for our clients.

4.4 Management Proposal

2. Indicate Other Relevant Experience

Beyond our 46 plus years of commercial real estate success, we take great pride in our ability to adapt to the needs of our clients. And in this case, adapt to the needs of the City of Spokane. One of our biggest successes in partnership with the City and our past management of the Single Family Housing Rehabilitation, Roofs Only, and Lead Safe Spokane programs. We point this out not because it is real estate specific, but because it reflects our ability to find a solution and partner with the City. We were asked to bid on this work in 1994. It was not something we would traditionally pursue. But the City was looking for innovation and cost savings in the management of this program, and reached out to the private sector for the first time ever. We were the successful bidder for a 3 year contract. We subsequently lost it for 3 years to another firm, but regained it on the next bid. We ultimately were replaced by SNAP due to HUD regulatory and City desires that required a non-profit provider.

We have worked closely with City staff to solve problems, streamline processes, and create innovative new programs. We've been visited by other cities to see how this partnership works, and as partners we strive to be a model for others to follow. In the process, we have gained great knowledge about the inner workings of the City. Further, Larry Soehren has also worked directly with the City on real estate projects such as serving as a consultant to the Mayor and staff for the leasing of the current Anthony's building. He was also closely involved with the City in the YMCA transaction in Riverfront Park. While one may not typically hold this up as a reference, we believe Larry and the Y's efforts were held up as honest, ethical and forthright.

We have had many other brokerage, management and advisory relationships with the City over the years. We always put the City's interests first, and have gained a deep understanding of the City's processes, needs, and political realities. And we believe we have developed a reputation within the City as a reliable partner in whatever tasks we perform.

On the next page there is list of recent sale transactions completed by Kiemle & Hagood Company in 2016 /17. These transactions represent our diversity in working with various property types and submarkets throughout the Northwest's Intermountain Region.

4.4 Management Proposal

KIEMLE &
HAGOOD
COMPANY

Sale Transactions 2016/17

| Address | City | St | Property Type | Buidling Size | Site Size (SF/AC) | Actual Sale Price |
|---|----------------|----|---------------|---------------|-------------------|-------------------|
| 12807 W 14th Ave | Airway Heights | WA | Retail | 2,233 | 25,800 | \$ 225,000.00 |
| Tax Parcel #15134.0014 & 15134.0013 | Airway Heights | WA | Land | | 22.5 | \$ 2,774,900.00 |
| 404 2nd Street | Cheney | WA | Office | 36,000 | 14,810 | \$ 7,400,000.00 |
| 3896 N Schreiber Way | Coeur d'Alene | ID | Industrial | 9,332 | 1.0 | \$ 949,000.00 |
| 505 W Kathleen | Coeur d'Alene | ID | Retail | 20,000 | 18.0 | \$ 5,600,000.00 |
| 510 - 512 E Sherman Ave | Coeur d'Alene | ID | Retail | 5,570 | | \$ 800,000.00 |
| Riverstone West - John Loop | Coeur d'Alene | ID | Land | | 1.3 | \$ 452,000.00 |
| 2065 W Riverstone Dr | Coeur d'Alene | ID | Office | 14,500 | 2.0 | \$ 3,775,000.00 |
| NNA N Ramsey Rd | Coeur d'Alene | ID | Land | | 95,832 | \$ 410,000.00 |
| 1745 W Tifford Lane | Coeur d'Alene | ID | Office | 7,132 | 39,204 | \$ 1,450,000.00 |
| 512 W Appleway Ave | Coeur d'Alene | ID | Retail | 3,942 | 0.6 | \$ 975,000.00 |
| 3534 N Government Way | Coeur d'Alene | ID | Retail | 48,000 | 5.0 | \$ 5,930,000.00 |
| 1111 W Ironwood Dr | Coeur d'Alene | ID | Office | 6,144 | 0.3 | \$ 651,000.00 |
| 2000 E Hawthorne | Colville | WA | Other | 4,000 | 33,541 | \$ 155,000.00 |
| 827 W Prairie Ave | Hayden | ID | Office | 11,338 | 1.2 | \$ 645,000.00 |
| 8428 N. Wayne Dr | Hayden | ID | Land | | 30,710 | \$ 140,000.00 |
| 2025 W Dakota Ave | Hayden | ID | Industrial | 8,300 | | \$ 505,000.00 |
| 8475 N Government Way | Hayden | ID | Office | 12,522 | | \$ 770,000.00 |
| NNA Hayden, ID - Tax #306393 | Hayden | ID | Land | | 0.9 | \$ 192,500.00 |
| 8292 N Government Way / 29 E Centa Ave | Hayden | ID | Land | | 2.6 | \$ 735,000.00 |
| NNA (NWC Lancaster & Vernon Baker Blvd) | Hayden | ID | Land | 11 | | \$ 1,139,424.00 |
| 171 W Lacey Ave | Hayden | ID | Land | | 5.8 | \$ 460,000.00 |
| 167 E Miles | Hayden | ID | Industrial | 16,000 | 2.7 | \$ 815,000.00 |
| 4309 N 27th Place | Kennewick | WA | Retail | 8,315 | 35,719 | \$ 2,220,000.00 |
| 4862 W Hildebrand Blvd | Kennewick | WA | Retail | 8,071 | 1.4 | \$ 3,080,000.00 |
| 2007 16th Ave | Lewiston | ID | Retail | | 40,000 | \$ 650,000.00 |
| 2204, 2210 & 2322 Madison St | Liberty Lake | WA | Industrial | 404,184 | 9.3 | \$ 1,500,000.00 |
| 23813 E Appleway Ave | Liberty Lake | WA | Med Office | 5,186 | | \$ 1,624,000.00 |
| 21801 E Country Vista Drive | Liberty Lake | WA | Land | | 1.4 | \$ 764,280.00 |
| N Market Street Land | Mead | WA | Land | | 2.4 | \$ 250,000.00 |
| 21725 E Wellesley Ave | Olis Orchards | WA | Investment | | 9.3 | \$ 2,420,000.00 |
| 5505 N Road 68 | Pasco | WA | Retail | | 50,439 | \$ 808,000.00 |
| 6148 W Seltice Way | Post Falls | ID | Land | | 63,205 | \$ 126,000.00 |
| Riverbend Commerce Park Phase, III, LT 10 Blk 1 | Post Falls | ID | Land | | 128,110 | \$ 310,000.00 |
| 1917 E Mullan Ave | Post Falls | ID | Land | | 0.5 | \$ 130,000.00 |
| Phase 1, LT 6, Blk 6 | Post Falls | ID | Land | | 61,986 | \$ 95,000.00 |
| 784 Clearwater | Post Falls | ID | Office | 28,714 | | \$ 1,700,000.00 |
| 6240 E Commerce Loop | Post Falls | ID | Industrial | 20,000 | 1.7 | \$ 795,000.00 |
| 8016 W Main | Rathdrum | ID | Retail | 2,700 | | \$ 157,000.00 |
| 1000 Queensgate | Richland | WA | Land | | 87,120 | \$ 700,000.00 |
| 420 N. Second Ave | Sandpoint | ID | Office | 5,453 | | \$ 630,000.00 |
| 1702 Industrial Drive | Sandpoint | ID | Industrial | 65,000 | | \$ 3,350,000.00 |
| 702 N Helena St | Spokane | WA | Industrial | 27,900 | | \$ 110,000.00 |
| 2610 W Northwest Blvd | Spokane | WA | Retail | 6,800 | 22,736 | \$ 575,000.00 |
| 914 E Mission Ave | Spokane | WA | Retail | 8,668 | 23,087 | \$ 950,000.00 |
| 1601 E 57th Ave | Spokane | WA | Office | 15,000 | 84,472 | \$ 900,000.00 |
| 13208 E Sprague | Spokane | WA | Office | 7,333 | | \$ 510,000.00 |
| 102 E Main | Spokane | WA | Industrial | 9,180 | | \$ 1,050,000.00 |
| 214 N Wall St | Spokane | WA | Investment | 370,000 | | \$ 7,600,000.00 |
| 224 55 Washington St | Spokane | WA | Office | 6,840 | | \$ 235,000.00 |
| | | | Commercial / | | | |
| 2911 W Fort George Wright | Spokane | WA | Land | 77,000 | 36.0 | \$ 3,600,000.00 |
| 4005 - 4009 E Main Ave | Spokane | WA | Industrial | 62,000 | 107,250 | \$ 4,400,000.00 |
| N Market St | Spokane | WA | Industrial | | 42.3 | \$ 950,000.00 |
| 1725 E Bridgeport | Spokane | WA | Other | 12,000 | 19,425 | \$ 300,000.00 |
| 204 S Koren | Spokane | WA | Industrial | 19,750 | 1.7 | \$ 1,010,000.00 |
| 521 E Sprague Ave | Spokane | WA | Industrial | 16,000 | 37,500 | \$ 2,000,000.00 |
| 2904 E Sprague Ave | Spokane | WA | Land | | 81,021 | \$ 665,168.00 |
| 1727 E Francis Ave | Spokane | WA | Retail | 3,840 | 27,000 | \$ 320,000.00 |
| 2911 - 2929 N Monroe St | Spokane | WA | Retail | 7,056 | 18,000 | \$ 475,000.00 |
| 3613 & 3633 E Columbia | Spokane | WA | Land | | 19,166 | \$ 78,000.00 |
| 1616 Rustle Rd | Spokane | WA | Office | 89,000 | | \$ 2,625,000.00 |
| 2651 E 49th Ave | Spokane | WA | Retail | | 10.5 | \$ 899,668.09 |
| 401 W 1st Ave | Spokane | WA | Retail | 5,000 | | \$ 700,000.00 |
| 2811 W Fort George Wright | Spokane | WA | Land | | 31.2 | \$ 2,650,000.00 |
| 1016 N Superior St | Spokane | WA | Other | 30,000 | 4.3 | \$ 2,200,000.00 |
| 125 & 127 N Stone St | Spokane | WA | Industrial | 5,692 | 12,780 | \$ 275,000.00 |
| 1805 E Riverside Ave | Spokane | WA | Industrial | | | \$ 56,000.00 |
| 6720 N Pittsburg | Spokane | WA | Industrial | 3,880 | | \$ 174,900.00 |
| 721 W Bowling | Spokane | WA | Multi-Family | 2,192 | 12,500 | \$ 235,000.00 |
| 1904 W 5th Ave | Spokane | WA | Land | 2,161 | | \$ 325,000.00 |
| 2527 E 27th | Spokane | WA | Office | 5,131 | 17,242 | \$ 565,000.00 |
| 1522 N Washington | Spokane | WA | Office | 13,565 | 0.6 | \$ 592,500.00 |
| 405 E Pacific | Spokane | WA | Commercial | 12,710 | | \$ 577,150.00 |
| 7312 E Sprague Ave | Spokane | WA | Industrial | 10,590 | 17,835 | \$ 410,000.00 |
| 1500 W 4th Ave | Spokane | WA | Office | 45,604 | 80,100 | \$ 4,850,000.00 |
| 611 E Sprague Ave | Spokane | WA | Industrial | 16,700 | 43,000 | \$ 1,100,000.00 |
| 110 N Post St | Spokane | WA | Office | 6,842 | | \$ 950,000.00 |
| 9921 N Nevada St | Spokane | WA | Office | 11,623 | 2.2 | \$ 1,300,000.00 |
| 2512 E Sprague Ave | Spokane | WA | Retail | 4,292 | 14,200 | \$ 210,000.00 |
| 7916 W Sunset Hwy | Spokane | WA | Industrial | 19,214 | 7.2 | \$ 1,125,000.00 |
| 1613 & 1617 W Gardner | Spokane | WA | Office | 1,200 | 14,000 | \$ 150,000.00 |
| Parcel 34041.0120 | Spokane | WA | Land | | 1.8 | \$ 265,000.00 |
| 11910 E Broadway Ave | Spokane Valley | WA | Multi-Family | 50 Units | 2.4 | \$ 2,284,639.78 |
| 3623 N. Eden | Spokane Valley | WA | Industrial | 13,000 | 2.2 | \$ 800,000.00 |
| 10310 E Buckeye | Spokane Valley | WA | Industrial | 20,687 | 87,805 | \$ 1,250,000.00 |
| 519 N Park Rd | Spokane Valley | WA | Industrial | | 197,560 | \$ 1,010,000.00 |
| 6920 - 7002 E Appleway Ave | Spokane Valley | WA | Land | | 34,000 | \$ 200,000.00 |
| 1001 E Montgomery Ave | Spokane Valley | WA | Office | 36,526 | 5.5 | \$ 5,800,000.00 |
| 13110 E Mansfield | Spokane Valley | WA | Land | | 196,669 | \$ 1,006,236.00 |
| 13112 E Sprague Ave | Spokane Valley | WA | Retail | 39,000 | 3.0 | \$ 2,900,000.00 |
| 109 N Pines Rd | Spokane Valley | WA | Office | 1,834 | | \$ 132,500.00 |
| 1409 N Long | Spokane Valley | WA | Land | | 10,000 | \$ 149,000.00 |
| 16715 E Trent Ave | Spokane Valley | WA | Commercial | | 7.3 | \$ 450,000.00 |
| 111 N Vista | Spokane Valley | WA | Industrial | 95,000 | 10.0 | \$ 4,500,000.00 |
| SWC Trent and Evergreen | Spokane Valley | WA | Land | | 53.0 | \$ 1,900,000.00 |
| 6315 E Sharp Ave | Spokane Valley | WA | Industrial | 15,000 | 39,189 | \$ 330,000.00 |
| 27 S McDonald Rd | Spokane Valley | WA | Investment | | 2.1 | \$ 1,750,000.00 |
| 10212 E 9th Ave | Spokane Valley | WA | Other | 155,700 | 23.7 | \$ 4,410,000.00 |

KIEMLE &
HAGOOD
COMPANY
KHCO.COM

4.4 Management Proposal

3. List of Contracts During Last Five Years that Exhibit Ability to Perform

Listed below are representative samples of contracts held during last 5 years that the exhibit ability to perform the services contemplated in this RFQ/P:

Mr. Jack Heath, President
WASHINGTON TRUST BANK

P.O. Box 2127

Spokane, WA 99210-2127

(509) 353-3897

*Property Management, Leasing, Facilities Maintenance,
Site Acquisition, Corporate Banking Relationship*

Ms. Elaine Couture, Executive Vice President /
Chief Executive

PROVIDENCE HEALTHCARE

P.O. Box 2555

Spokane, WA 99220

(509) 474-5060

Property Management and Leasing

Mr. Hudson R. Staffield

16700 Madrone Avenue

Los Gatos, CA 95030

(408) 433-5577

Brokerage, Leasing & Management

Ms. Betsy Cowles, Chairman

COWLES COMPANY

999 West Riverside Avenue

Spokane, WA 99201

(509) 459-5372

Leasing and Consulting

4.4 Management Proposal

C. References

WASHINGTON TRUST BANK

Acquisitions, Sales, Leasing & Property Management
Mr. Peter Stanton & Mr. Jack Heath
717 W. Sprague Ave
Spokane, WA 99201
Mr. Stanton: (509) 353-3939 or pstanton@wastrust.com
Mr. Heath: (509) 353-3897 or jheath@wastrust.com



IRON BRIDGE OFFICE CAMPUS

160,000 Square Feet of Leasing and Build-to-Suits
Mr. Kent Hull
1401 E. Trent Ave
Spokane, WA 99201
(509) 220-1430



MEADOWWOOD TECHNOLOGY CAMPUS

452,000 Square Feet of Leasing and Build-to-Suits
Mr. Jim Frank
1421 N. Meadowwood Lane, #200
Liberty Lake, WA 99019
(509) 475-6306



D. Related Information

1. List of Defaults

Kiemle & Hagood Company has had no contracts terminated during the last five (5) years for default.



4.5 Cost Proposal

4.5 Cost Proposal

Please see the following Form A: Fees and Compensation from previous agreement.

3-19-13 barb

ATTACHMENT A

FEES & COMPENSATION

Kiemle shall provide services on an on-call basis. The City shall determine the scope of work for each individual assignment and approve a Task Order (Attachment B), which shall incorporate by reference all provisions of this Agreement and estimate the cost of all work to be completed under each Task Order. No work will be done or compensated without a written Task Order approved by City and Kiemle. Fees shall be:

- Sale of Single Family Residential property: 6% of Sale Price (to be shared with the buyer agent, if applicable).
- Sale of Single Family Residential land: 10% of Sale Price (to be shared with the buyer agent, if applicable).
- Sale of improved commercial property: 5% of the Sale Price if sold solely by Listing Agent and 6% of Sale Price if other brokers, including Kiemle & Hagood Co. Brokers, are involved (to be shared with other broker(s)).
- Sale of major properties: should City, at City's sole discretion, deem a property requires a national brokerage and/or advisory role, Kiemle shall partner with Cushman & Wakefield of Oregon and share the brokerage fee with Cushman per the terms of a separate agreement between Kiemle and Cushman. Fees for sale of major properties shall be the same as "Sale of improved commercial property", above.
- Sale of unimproved commercial land: 7% of the Sale Price if sold solely by the Listing Agent and 8% of Sale Price if other brokers, including Kiemle & Hagood Co. brokers, are involved (to be shared with other broker(s)).
- Leasing of commercial property: 6% one-time payment of gross rents to be anticipated over the term of the lease, up to 5 years and 3% of gross rents for any period of time beyond 5 years. Gross rents shall include all payments made to the City for rent and operating expense reimbursements (if applicable).
- Renewal of Existing leases on commercial property: 2% one-time payment of the gross rents to be anticipated over the term of the lease, up to 5 years and 1% of gross rents for any period of time beyond 5 years. Gross rents shall include all payments made to the City for rent and operating expense reimbursements.
- Broker's Opinion of Value: Between \$500.00 and \$1,000 per report, depending on complexity.
- Portfolio Review and Assessment: At the City's discretion, Kiemle shall make an

4.5 Cost Proposal

3-19-13 barb

assessment of the City's entire Portfolio of properties on a property-by-property basis in order to advise City staff, of potential market values, marketability, recommended disposition process(es), and any other criteria as established by the City. A one-time fee of \$10,000 shall be paid to Kiemle upon receipt by City of the Portfolio Review and Assessment.

- Consultation: Kiemle shall provide consultation services at the following rates:
 - Brokers, agents, and property managers: \$150 to \$200 per hour depending the complexity of the assignment and the experience-level of the consultant;
 - Principals of Kiemle: \$225 per hour.
- Minimum Fee: The minimum fee for any sale or transfer of ownership shall be \$1,000.
- Appraisals: Appraisal costs are to be determined by an appraisal firm. If the City desires Kiemle to play a role in defining the scope of work and/or evaluate the work product, then Kiemle will charge a fee that is 10% of the cost of the appraisal.
- From time to time Kiemle may perform studies for which Kiemle does not receive compensation due to a decision to not list or market a property. Kiemle is comfortable with this as it is looking at the broader ongoing relationship. In addition, should Kiemle be retained as a property manager for a particular parcel, it will submit a fee proposal in advance of the assignment for approval. It is difficult to quote a fee for an unknown property of unknown complexity. That said, the City can expect fees to range from 4% to 6% of the monthly rents collected for such assignments. If the management is to be of a single family residence, Kiemle may look to subcontract that service to a reputable provider, approved by the City, who would report to Kiemle working under the same terms and conditions as this Agreement. Fees in this case would be 10% of monthly rents collected.



Exhibits

- A. Example of Marketing Flyer
- B. Request for Service Form
- C. Kiemle & Hagood Company Profiles
- D. The Law of Real Estate Agency
- E. Project Status List for City of Spokane

Exhibit A



A. Example of Marketing Flyer

FOR SALE OR LEASE

Meadowood Technology Campus North

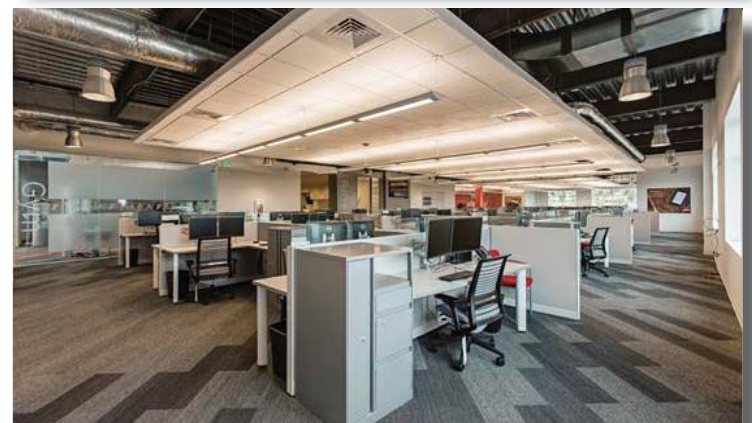
Harvard Road at Indiana Avenue
Liberty Lake, WA 99019



Meadowood Technology Campus North is a high quality 20 acre technology and office campus, situated with easy access to I-90. The site is part of the River District Specific Area Plan and zoned with the capacity to serve up to 200,000 square of technology, light manufacturing, office and medical uses. The site is shovel ready with access from Harvard and Wellington roads. This campus is being developed as part of the River District Master Planned Mixed Use Community and will offer many highly desired amenities for any user.

Campus Amenities

- I-90 access within 1/3 of mile
- Walkable dining, retail and residential options
- Direct access to the Centennial Trail and Liberty Lake trail system
- Onsite parking in excess of 5 per thousand
- Land parcels, ranging from less than 1 acre to 20 acres are available for sale or for build to suit development



MIKE LIVINGSTON


509.755.7559

mikel@khco.com

601 W. Main Ave, Ste 400
Spokane, WA 99201

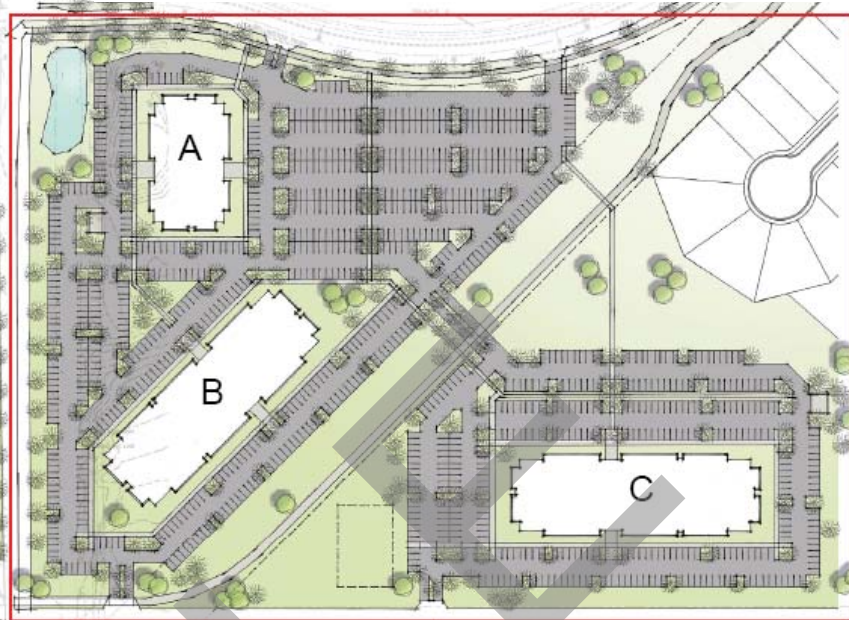
**KIEMLE &
HAGOOD
COMPANY**
**MEADOWWOOD
Technology
Campus**

509.838.6541

 khco.com

No warranty or representation, expressed or implied, is made by Kiemle & Hagood Company, its agents or its employees as to the accuracy of the information contained herein. All information furnished is from sources deemed reliable and submitted subject to errors, omissions, change of terms and conditions, prior sale, lease or financing, or withdrawal without notice. No one should rely solely on the above information, but instead should conduct their own investigation to independently satisfy themselves.

MEADOWWOOD NORTH (CONCEPTUAL)



Meadowwood North can accommodate up to 200,000 SF of office, technology, and medical office space.



Meadowwood Technology Campus North

MIKE LIVINGSTON

509.755.7559

mikel@khco.com

601 W. Main Ave, Ste 400
Spokane, WA 99201

**KIEMLE &
HAGOOD
COMPANY**

509.838.6541
khco.com



Kiemle & Hagood Company respects the intellectual property of others. If you believe the copyright in your work has been violated through this Website, please contact our office for notice of claims of copyright infringement. For your complaint to be valid under the Digital Millennium Copyright Act of 1998 (DMCA), you must provide the following information when providing notice of the claimed copyright infringement: Identify the material on the Website that you believe infringes your work, with enough detail so that we may locate it on the Website; provide your address, telephone number and email address; provide a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; provide a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of owner of an exclusive right that is allegedly infringed; provide your physical or electronic signature. Upon receiving your complaint, Kiemle & Hagood Company will, upon review, remove content that you believe infringes your copyright if the complaint is found valid.

Exhibit B



B. Request for Service Form

CITY OF SPOKANE

REAL ESTATE WORK ORDER # _____

GENERAL INFORMATION

Project Name: _____

Authorized By: * _____ Phone: () - _____ Fax: () - _____ Email: _____

Contact Name: _____

Address: _____

ASSIGNMENT TYPE

- ☐ Property Analysis
- ☐ Property Management
- ☐ Sale
- ☐ Acquisition
- ☐ Lease
- ☐ Consulting
- ☐ Construction Management
- ☐ Other _____

Parcel #: _____

Recording #: _____

PROPERTY TYPE

Commercial:

- ☐ Land
- ☐ Building—Office/Retail
- ☐ Building—Industrial

Residential:

- ☐ Land
- ☐ Land w/ Structures

Other:

☐ _____

COMPENSATION TYPE

- ☐ Percentage of Price
_____ % of

- ☐ Hourly Rate with Maximum

- ☐ Fixed Fee: \$ _____

Fee Paid By: _____

PROJECT DESCRIPTION / REQUIREMENTS / COMMENTS: _____

MINIMUM TERMS: _____

TARGET COMPLETION DATE: _____

AUTHORIZATIONS

City of Spokane

*Authorizing Party: _____

Date: _____

Executive Branch Approval: _____

Date: _____

ACCEPTANCE

Kiemle & Hagood Company

By: _____

Title: _____

Date: _____

Exhibit C



C. Kiemle & Hagood Company Profiles



OUR MISSION & VISION

Company Mission

Our business is real estate.

Our purpose is to provide services that create value
for our clients, customers, employees and community.

Company Vision

Kiemle & Hagood provides an innovative menu of real estate services and products.

We pursue opportunities that align with our core competencies
respectful of our mission and values.



OUR VALUES

Kiemle & Hagood Company is a professional organization of high energy, empathetic individuals whose collective knowledge and talents provide quality, customized, innovative real estate services, products, and solutions within the marketplace.

We are a company that is recognized by its clients, customers, and peers as an aggressive industry leader responsive to their needs. We actively support and participate in community, business and trade organizations.

We are committed to providing our clients and customers with an unsurpassed standard of excellence and performance in everything we do. We serve them as they achieve their goals; always mindful that with their success, we are successful as well.

We recognize our people are the company and are committed to providing an open, honest, and innovative work climate. We agree the integrity and reputation of Kiemle & Hagood Company is reflected through the actions and results of each individual, and we support each other in the realization of both our company and personal goals.

Our annual profitability maintains our financial well-being and provides the means to support our mission and goals.

We are driven by the Principles and Values of:

- Integrity
- Honesty
- Ethical Conduct
- Adherence to the REALTORS® Code of Ethics
- High Moral Standards
- Community Involvement and Contribution
- And, we are guided by the Golden Rule.



SALES, ACQUISITIONS & LEASING SERVICES

The Brokerage Team at Kiemle & Hagood Company includes specialists in office, industrial, investment, retail, medical office and general commercial properties.



The Brokerage Department of Kiemle & Hagood Company is comprised of experienced brokers who consistently rank at the top of the market in terms of successfully completed transactions. They are highly ethical, qualified and motivated specialists. We emphasize the importance of our local market knowledge while encouraging our people to continue their education and to actively participate in our industry and community.

The Brokerage Team at Kiemle & Hagood Company includes specialists in office, industrial, investment, retail, medical office and general commercial properties. Whether representing the seller or buyer, landlord or tenant, our objective is to provide the highest quality of service to customers and clients, while matching the appropriate expertise to their respective needs. We adhere to the provision of our values statement, particularly: "We serve them as they achieve their goals, always mindful that with their success, we are successful as well."

The marketing of commercial real estate is a continuously evolving and increasingly sophisticated assignment. In today's world, we are expected to understand not only the importance of location, but also have a working knowledge of applicable laws and restrictions, financing alternatives, valuation techniques, comparable market data, and essential elements of understanding a user's business. We maintain databases on all property types to track absorption and availability, and to monitor market trends.

We recognize the importance clients and customers place in their real estate investment - be it a sale or lease, owner occupant or passive investor, each client has their own goal for a transaction. It is imperative that we understand the objective if we are to be successful. As a result of the philosophy, we can point to local, regional, and national clients who use our team exclusively for their commercial real estate needs.



COMMERCIAL MANAGEMENT SERVICES

The Commercial Management Team at Kiemle & Hagood Company prides itself in customizing our services to meet your needs, not ours.

It is essential that your property manager is at the forefront of the issues and ideas that drive the economics of your investment. The ability to harness the changes brought by technology - from better building systems to generating revenue from previously unused areas of a building is critical in today's marketplace. A practical knowledge and application of regulation assures a realistic and cost effective approach to ever-changing requirements. Leadership in the industry at all level results in a management team that sets the standards, not just follows them.

Kiemle & Hagood Company brings this knowledge, innovation, expertise and leadership to each property in its portfolio. Our team approach to management will maximize the return on your investment. Our professionals are leaders in the industry and have a proven record of accomplishment in achieving or exceeding client goals and expectations. Whether it's office, retail, industrial, medical office, general commercial or facilities management, we have the right match of people and skills to assure your success.



Each component of our service is available on an á la carté basis, thereby giving you the option to choose the service and fee level that best suits your needs. Our management service, when coupled with our in-house leasing specialists, will provide you with the confidence that your investment is receiving the type of innovative attention you expect in these constantly changing times. Let us prepare a customized proposal for you.



FACILITY MANAGEMENT SERVICES

Our resume ranges from management of 1,000 square foot bank branches to 100,000 square foot underwriting offices.

Corporate facilities are no longer just a cost of doing business. Every day, smart companies make the decision to look at their facilities as assets, with the opportunity to improve their return on those assets through increased efficiencies, expertise and value enhancement.

As the world of commercial real estate continually changes, so do the needs of corporate facilities. Owners can no longer just maintain the properties. The concepts applicable to “market” real estate are increasingly becoming the drivers of the corporate facility. The pressure on companies to focus on the bottom line forces them to look at areas previously unexplored for cost savings, operating efficiencies, and strategic planning principles.

Kiemle & Hagood Company will provide you with experience in corporate facility management to help you achieve your goals. Our resume ranges from management of 1,000 square foot bank branches to 100,000 square foot underwriting offices. Each facility is unique, yet there are common principles of management that apply to all:



employee satisfaction, cost efficiencies, improving your bottom line, and full accountability that allows your staff to work on more profitable activities. We also work in strategic alliances with major national companies that provide these services, allowing us to benefit from their expertise or partner with them when necessary.

The outsourcing of facility management is not a decision that should be made lightly. Each company has to make its own decision. Let us use our knowledge and expertise to show you how we can increase your profitability, maximize your resources, and make the right choice.



MULTI-FAMILY PROPERTY MANAGEMENT SERVICES

The Multi-Family Property Management Team manages apartment communities to attain the property owner's goals while caring about the people who live in them.

Our Multi-Family Property Management group specializes in the maintenance and operation of multi-family residential communities. In addition to market properties, we are recognized experts in the development and management of government subsidized projects for low-income families, seniors and special needs populations.

Our multi-family team understands that a satisfactory return on investment is dependent upon income from operations. As a result, we focus our efforts on the three primary variables: occupancy, maintenance and rents.

To maintain above-average occupancy rates, we employ frequent, varied and cost-effective marketing tools. To control maintenance costs, we rely on our experience, our excellent long-term relationships with vendors and our significant buying power. And while rents are often driven by forces beyond an owner's control, we strive to keep the properties competitively priced within their respective markets.

Through careful recruitment and ongoing training of community managers, we achieve the highest standards of property care and tenant consideration. At Kiemle & Hagood Company, we manage multi-family communities to attain the property owner's goals while caring about the people who live in them. We would welcome the opportunity to discuss your goals and objectives and to prepare a customized management proposal for you.



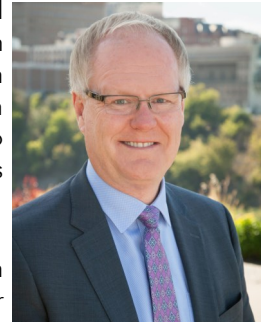


LARRY F. SOEHREN

President & CEO

CPM & BOMA Fellow

Larry Soehren is President & CEO of Kiemle & Hagood Company, Spokane's largest commercial real estate services company. He joined Kiemle & Hagood Company's Commercial Management Division in 1983, became Director of Commercial Management in 1992, and a full partner of the Company in January of 1996. In addition to his duties as President, Larry oversees the Management Services Division of the company and serves as a court appointed receiver. The company's current management portfolio consists of 7 million square feet of property throughout the Inland Northwest and 1,200 apartment units (the majority of which serve low income and vulnerable populations).



In 1981, Larry graduated with a Bachelor of Arts in Business Administration from Eastern Washington University, majoring in Marketing and Management. He has achieved the Certified Property Manager (CPM) designation from the Institute of Real Estate Management. In 2011 he was awarded the Distinguished Alumni Award from Eastern Washington University, in the Service to Community category. In 2012, Larry was named a Fellow of The Building Owners and Managers Association, International. Larry is actively involved with many trade, civic, and community organizations, including:

INDUSTRY

- **BOMA Spokane:** 1983 - Present, President 1988 and 1989
- **Spokane Association of REALTORS:** Top 15 Producer, 1989 and 1993
- **Institute of Real Estate Management:** Member, Inland Northwest Chapter #49, 1993 - Present
- **Spokane Falls Community College:** Member, Real Estate Advisory Committee, 1985 - 1997
- **Greater Spokane Development Task Force:** 1989 - 1991

Building Owners and Managers Association (BOMA)- BOMA International, Washington, D.C.

- **Chair:** 2002-2003
- **Vice Chair/Chair- Elect:** 2000-2002

COMMUNITY

- **Providence Health Care Community Ministry Board:** 2015 - Present
- **Greater Spokane Inc:** Board of Directors, 2013 - Present, Chair 2016 - 2017
- **Providence Health Care Foundation, Eastern Washington:** Board of Directors, 2012 - Present, (President 2013, 2014)
- **Sacred Heart Children's Hospital Foundation Board:** 2007 - 2011 (President, 2010-2011)
- **YMCA Corporate Board:** 1995 - 2000, 2003 - 2011, 2012 - 2016 (Chair 2008 - 2010)
- **YMCA Endowment Committee:** 2011 - Present
- **YMCA Camp Reed Committee:** 2012 - Present
- **Spokane Public Facilities District:** Board of Directors, 2004 - Present (Board Chair, 2009 - 2010, 2015 - Present)
- **Honorary Commander/Eagle ~ Fairchild AFB:** 2008 - Present
- **EWU College of Business & Public Administration Dean's Advisory Board:** 2009 - Present (Chair, 2010 - 2015)
- **Spokane Fantasy Flight:** Board Member, 2009 - Present

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LARRY F. SOEHREN

President & CEO

CPM & BOMA Fellow

COMMUNITY *cont'd.*

- **Mayors' Affordable Housing Task Force:** Member, 2007
- **Downtown Spokane Partnership:** Board of Directors, 1995 - 2011
- **Downtown Business Improvement District:** Founding Chair, Ratepayers Advisory Board, 1995 - 1997
- **Sacred Heart Medical Center Foundation:** Board of Directors, 2000 - 2006 (President, 2004 - 2005)
- **Sacred Heart Medical Center Ambassadors:** Member, 1994 - 1999
- **Leadership Spokane Class of 1989:** Graduate
- **Downtown Spokane Association:** Board of Directors, 1987 - 1995
- **City of Spokane Community Centers Advisory Board:** Member, 1992 - 1994
- **Central Urban Core Strategy Committee - Momentum:** Member, 1991 - 1994

REFERENCES

Elaine Couture

Executive Vice President/Chief Executive, Eastern Washington/Montana

Providence Healthcare Chief Executive

Providence Health and Services

P.O. Box 2555

Spokane, WA 99220

elaine.couture@providence.org

(509) 474-5060

Services Provided: 40+ year client; management, leasing, acquisition, disposition and advisory.

Hudson R. Staffield

Staffield Family, LLC

7215 E. Arroyo Hondo Road

Scottsdale, AZ 85266

(408) 348-5051

Services Provided: Advisory services, acquisition, disposition, management of a nine story suburban office building.

Thomas F. Sackmann

Senior Vice President - Credit Quality Manager

Banner Bank

25 N. Mullan Rd., Suite 200

Spokane Valley, WA 99206

TSackmann@bannerbank.com

(509) 227-5476

Services Provided: Bank party to a five year receivership of TIC owned property and ultimate disposition.

Larry Soehren Receiver.

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MIKE LIVINGSTON

*Broker (Washington)
& Salesperson (Idaho)*

Mike Livingston is a Broker for Kiemle & Hagood Company one of Spokane's largest property management and commercial real estate companies. Mike is a licensed REALTOR® specializing in office leasing and sales, industrial leasing and sales, and investment property disposition. Mike spent 13 years in the Bellevue, WA offices of Cushman & Wakefield. Prior to that, Mike worked for US West from 1980 to 1989 in the facility management field.



EDUCATION

- **Washington State University:** BA in Business Administration, 1980

COMMUNITY

- **Citizen's For Spokane Schools:** Chair & Finance Chair
- **Manito Golf Club:** Board of Directors, Past President
- **University District PDA:** Board of Directors, Past Chair
- **University District Development Authority:** Board of Directors, Past Chair
- **Downtown Spokane Partnership:** Board of Directors

INDUSTRY

- **Commercial Realtor of the Year:** 2012 — Washington Association of REALTORS®
- **Washington Association of REALTORS®:** Board of Directors
- **Washington State Commercial Association of REALTORS®:** Past President, Past Chairman of Legislative Affairs, Board of Directors

PROFESSIONAL REFERENCES

Ms. Linda McDermott, CFO
Spokane Public Schools
200 N. Bernard
Spokane, WA 99201
(509) 354.7318

Mr. Jonas Sylvester
Unico Properties
1215 4th Avenue, Suite 600
Seattle, WA 98101
(206) 628.5123

Mr. Jim Frank, CEO
Greenstone Homes
1421 N. Meadowwood Lane, Suite 200
Liberty Lake, WA 99019
(509) 458.5860

Mr. Kent Hull
Iron Bridge, LLC
711 N. Iron Bridge Way
Spokane, WA 99201
(509) 220.1430



MIKE LIVINGSTON

*Broker (Washington)
& Salesperson (Idaho)*

TRANSACTIONS OF NOTE

SALES

| | Size (SF) | Amount |
|--|-----------|--------------|
| Speiker Properties Industrial Portfolio, Everett | 750,000 | \$52,000,000 |
| Bank of America Financial Center, Spokane | 325,000 | \$36,000,000 |
| Committee for Seattle Commons, Seattle | 479,160 | \$27,000,000 |
| Telect Building, Spokane | 200,000 | \$19,750,000 |
| 601 West Main Avenue, Spokane | 213,000 | \$16,000,000 |
| Washington Mutual Financial Center, Spokane | 213,000 | \$11,000,000 |
| SuperValu D. C., Spokane | 500,000 | \$10,700,000 |
| AT&T Web Hosting Center, Lynnwood | 100,100 | \$7,900,000 |
| Itron Campus, Spokane | 141,000 | \$7,650,000 |
| Agilent Campus, Spokane | 250,000 | \$6,250,000 |
| AAA Washington Corporate Headquarters, Bellevue | 90,000 | \$6,000,000 |

LEASES

| | | |
|--------------------------------------|---------|--------------|
| Boeing, Issaquah | 155,000 | \$21,500,000 |
| AAA Washington (multiple), Bellevue | 127,300 | \$13,730,000 |
| Comcast, Spokane | 80,000 | \$13,200,000 |
| Northwest Manufacturing, Woodinville | 100,000 | \$12,000,000 |
| Stockpot Soup, Woodinville | 100,000 | \$9,000,000 |
| Ecova, Spokane | 85,000 | \$8,800,000 |
| Liberty Mutual, Spokane | 62,000 | \$8,250,000 |
| Liberty Mutual, Spokane | 115,000 | \$7,500,000 |
| Pathology Associates Lab, Spokane | 45,000 | \$7,500,000 |
| Pitney Bowes, Spokane | 57,500 | \$5,600,000 |
| Providence, Spokane | 35,000 | \$4,500,000 |
| State Farm Insurance, Spokane | 18,000 | \$3,870,000 |
| Qwest (multiple), Spokane | 50,000 | \$3,500,000 |
| Western United Life, Spokane | 48,000 | \$3,360,000 |
| ICT, Spokane | 50,000 | \$3,000,000 |
| Safeco Insurance, Spokane | 35,500 | \$2,900,000 |
| Agilent Technologies, Spokane | 28,000 | \$2,750,000 |
| Washington Dental Service, Spokane | 13,000 | \$1,420,000 |



THOMAS R. QUIGLEY

Chairman

Tom Quigley is Chairman and previous Corporate President/CEO and Director of the Brokerage Division for Kiemle & Hagood Company, Spokane's largest property management and commercial real estate company. Tom is a licensed REALTOR® and has worked in the real estate profession for 41 years. He joined Kiemle & Hagood Company's Brokerage Division in 1975, became Manager of the Brokerage Division in 1980 and a full partner in January, 1987. Tom served as President & CEO of Kiemle & Hagood Company from January 2001 to February 2013, and is the company's Designated Broker in Washington and Idaho.



In January, 1975 Tom Quigley graduated with a Bachelor of Arts degree from the College of Business and Economics at Washington State University. Since that time, he has completed numerous continuing education courses concerning various aspects of real estate.

INDUSTRY

- **Washington State Commercial Association of REALTORS®:** Member; Founding Board Member; REALTOR® of The Year, 1994; President, 1997; REALTOR® of The Year, 1998
- **Commercial Brokers Association (a Seattle based Commercial Multiple Listing Association):** Director, 2001 - present; President - 2005
- **Spokane Area Economic Development Council:** Trustee & Executive Committee Member, 1999 - 2005; Trustee, 1992-1997; Nominating Committee, 2003 - 2004; Founding Co-Chair EDC Financing Consortium
- **Spokane Area Chamber of Commerce:** Nominating Committee Member, 2003; Trustee, 2003 - 2006; Higher Education Leadership Group, 2004 - 2007
- **Greater Spokane, Inc. (merged organization of EDC and Chamber):** Chair, October 2009 - September 2010; Founding Board Member, 2007 - 2011; Former Executive Committee Member; Nominating Committee, 2008 - 2011; Steering Committee Member Four Year Medical School Initiative 2006 - present; Co-Chair 2nd Year Funding for the Elson S. Floyd School of Medicine
- **Washington Association of REALTORS®:** Member; Legislative Steering Committee, Member 1998; RPAC Advisory Council, 1999, 2000
- **Graduate, Leadership Spokane, Inaugural Class 1983**
- **National Association of REALTORS®:** Member
- **International Council of Shopping Centers (ICSC):** Member
- **Pacific Real Estate Institute:** Member



THOMAS R. QUIGLEY

Chairman

COMMUNITY

- **Washington State University:**
 - WSU Spokane President's Advisory Board, 2010 - Present; Member, Leaders for a WSU Medical School
 - Outstanding Service Award WSU Foundation, 2001
 - Former Trustee, Washington State University Foundation, 1986 - 2002; Trustee Emeritus, Current
 - Former Chair, WSU Foundation Gift Acceptance, Trust, and Real Estate Management Committee
 - Former Member, Washington State University Research Foundation Board of Trustees
 - Former Chair, Washington State University Research Foundation Board of Trustees, 1999 & 2000
 - Former Trustee, Washington State University Real Estate Advisory Board for School of Business
- **Fairmont Memorial Association:** Board Member, 2006 - Present; Executive Committee, 2007 - Present; Chairman 2013 - 2015
- **Empire Health Foundation:** Board Member, 2015 - Present; Finance Committee, 2015 - Present
- **Manito Place Homeowners Association Board of Trustees:** Member, 2016 -
- **Boy Scouts of America Inland Northwest Council:** Board Member, 2007 - 2008
- **Manito Golf & Country Club:** Membership Chair 1998, 1999; Board of Directors, 2007 - 2009; Vice President, 2009
- **Big Brothers/Sisters of Spokane County:** Board Member, 1981-1999; President, 1988 & 1989
- **Spokane Club:** Former Board Member; Board Member of Spokane Club Foundation 2005 - 2006
- **Juvenile Diabetes Research Foundation:** Board Member, 2004 - 2005
- **Boys & Girls Club of Spokane County:** Advisory Board, 2010 - Present

REFERENCES

Jack Heath
President & COO
Washington Trust Bank
P.O. Box 2127
Spokane, WA 99201-2127
(509) 353-3897
jheath@watrust.com

Peter Stanton
Chairman & CEO
Washington Trust Bank
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Hudson R. Staffield
Investor
16700 Madrone Ave
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hud00@aol.com

Steve Helmbricht
President & CEO
Lakeside Capital Group
717 W. Sprague Ave., Ste. 800
Spokane, WA 99201
(509) 474-1928
steve@lakeside-capital.com



GORDON W. HESTER

Vice President

Director of Commercial Management Division

Gordon Hester is Director of Commercial Management Division and a Vice President of Kiemle & Hagood Company. Gordon is a licensed REALTOR® and joined Kiemle & Hagood Company in 1990. Gordon is a graduate of Eastern Washington University with a degree in Business Administration and a major in Finance.

Gordon oversees the regulatory compliance, safety planning, and general operational issues in the Commercial Property Management Division, and oversees the operations of K&H Facility Services, a wholly owned subsidiary of Kiemle & Hagood Company. Gordon is actively involved with trade, civic, and community organizations. Some of those include:



EDUCATION

Eastern Washington University: Bachelor of Arts in Business Administration / Finance

INDUSTRY

National

Building Owners and Managers Association (BOMA):

- Nominating Committee, Chair, 2004 - 2006
- Industry Defense Fund Oversight Committee, Chair, 2008 - 2010
- State Government Affairs Committee, Member
- Government Affairs Committee, Co-Chair, 2010 - 2011
- Executive Committee, Member, 2008 - 2011
- Finance Committee, Member
- Codes and Standards Committee, Co-Chair, 2012 - 2013

Local

Building Owners and Managers Association (BOMA):

- Member, 1990 - Present
- President, 1996 - 1997
- Legislative Committee, Chairperson, 1996, 2001 - 2007, 2011 - 2014
- Lobbyist to Olympia, 1993 to present
- Pacific Northwest Region, President, 2003 - 2005
- Voted "Member of the Year", 1997, 2003
- Washington State PAC, Chairman, 2012 - 2016

Washington State Commercial Association of REALTORS®: Member

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HAGOOD
COMPANY**
KHCO.COM



GORDON W. HESTER

Vice President

Director of Commercial Management Division

COMMUNITY

- **Providence Holy Family Foundation:**
 - Board Member, 2003 - 2011
 - President, 2006 - 2008
- **Providence Health Care Foundation:**
 - Member - Children's Advisory Council
- **Downtown Spokane Partnership:**
 - Downtown Spokane Partnership Board Member, 2014 - Present
 - Business Improvement District - Ratepayer Advisory Board, 2009 - 2014
 - Business Improvement District President, 2013
- **Spokane County Fire District 10:**
 - Volunteer Fireman, 2008- Present
 - Washington State Certified EMT
 - Washington State Certified Firefighter One
 - Washington State Certified Hazmat Awareness / Operations
 - Fire Instructor 1 Certification
 - CPR Instructor
 - Captain, 2014
 - Lieutenant, 2012
- **Spokane Valley Chamber of Commerce:**
 - Board Member, 2014 - Present
- **Community Colleges Foundation:**
 - Board Member, 2010 - Present
 - Chair Facilities Committee, 2012 - Present

REFERENCES

Barry Baker, President
Baker Construction
2711 E. Sprague
Spokane, WA 99202
509.535.3668

Jay G. Campbell, CFO
Joshua Green Corporation
P.O. box 21829
Seattle, WA 98111-3829
206.357.3617

Jim Hedley, Owner Gateway 5 & 6 Bldgs
Gateway Associates
6024 W. Vale Lane
Spokane, WA 99208
509.710.5484

Exhibit D



D. The Law of Real Estate Agency

THE LAW OF REAL ESTATE AGENCY

This pamphlet describes your legal rights in dealing with a real estate firm or broker. Please read it carefully before signing any documents.

The following is only a brief summary of the attached law.

- SEC. 1. Definitions.** Defines the specific terms used in the law.
- SEC. 2. Relationships between Brokers and the Public.** Prescribes that a broker who works with a buyer or tenant represents that buyer or tenant — unless the broker is the listing agent, a seller's subagent, a dual agent, the seller personally or the parties agree otherwise. Also prescribes that in a transaction involving two different brokers licensed to the same real estate firm, the firm's designated broker and any managing broker responsible for the supervision of both brokers, are dual agents and each broker solely represents his or her client — unless the parties agree in writing that both brokers are dual agents.
- SEC. 3. Duties of a Broker Generally.** Prescribes the duties that are owed by all brokers, regardless of who the broker represents. Requires disclosure of the broker's agency relationship in a specific transaction.
- SEC. 4. Duties of a Seller's Agent.** Prescribes the additional duties of a broker representing the seller or landlord only.
- SEC. 5. Duties of a Buyer's Agent.** Prescribes the additional duties of a broker representing the buyer or tenant only.
- SEC. 6. Duties of a Dual Agent.** Prescribes the additional duties of a broker representing both parties in the same transaction, and requires the written consent of both parties to the broker acting as a dual agent.
- SEC. 7. Duration of Agency Relationship.** Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.
- SEC. 8. Compensation.** Allows real estate firms to share compensation with cooperating real estate firms. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties' consent.
- SEC. 9. Vicarious Liability.** Eliminates the liability of a party for the conduct of the party's agent or subagent, unless the principal participated in or benefited from the conduct or the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent.
- SEC. 10. Imputed Knowledge and Notice.** Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.
- SEC. 11. Interpretation.** This law establishes statutory duties which replace common law fiduciary duties owed by an agent to a principal.
- SEC. 12. Short Sale.** Prescribes an additional duty of a firm representing the seller of owner-occupied real property in a short sale.

SECTION 1: DEFINITIONS.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

(1) "Agency relationship" means the agency relationship created under this chapter or by written agreement between a real estate firm and a buyer and/or seller relating to the performance of real estate brokerage services.

(2) "Agent" means a broker who has entered into an agency relationship with a buyer or seller.

(3) "Broker" means broker, managing broker, and designated broker, collectively, as defined in chapter 18.85 RCW, unless the context requires the terms to be considered separately.

(4) "Business opportunity" means and includes a business, business opportunity, and goodwill of an existing business, or any one or combination thereof when the transaction or business includes an interest in real property.

(5) "Buyer" means an actual or prospective purchaser in a real estate transaction, or an actual or prospective tenant in a real estate rental or lease transaction, as applicable.

(6) "Buyer's agent" means a broker who has entered into an agency relationship with only the buyer in a real estate transaction, and includes sub-agents engaged by a buyer's agent.

(7) "Confidential information" means information from or concerning a principal of a broker that:

(a) Was acquired by the broker during the course of an agency relationship with the principal;

(b) The principal reasonably expects to be kept confidential;

(c) The principal has not disclosed or authorized to be disclosed to third parties;

(d) Would, if disclosed, operate to the detriment of the principal; and

(e) The principal personally would not be obligated to disclose to the other party.

(8) "Dual agent" means a broker who has entered into an agency relationship with both the buyer and seller in the same transaction.

(9) "Material fact" means information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a real estate transaction, or operates to materially impair or defeat the purpose of the transaction. The fact or suspicion that the property, or any neighboring property, is or was the site of a murder, suicide or other death, rape or other sex crime, assault or other violent crime, robbery or burglary, illegal drug activity, gang-related activity, political or religious activity, or other act, occurrence, or use not adversely affecting the physical condition of or title to the property is not a material fact.

(10) "Owner-occupied real property" means real property consisting solely of a single-family residence, a residential condominium unit, or a residential cooperative unit that is the principal residence of the borrower.

(11) "Principal" means a buyer or a seller who has entered into an agency relationship with a broker.

(12) "Real estate brokerage services" means the rendering of services for which a real estate license is required under chapter 18.85 RCW.

(13) "Real estate firm" or "firm" have the same meaning as defined in chapter 18.85 RCW.

(14) "Real estate transaction" or "transaction" means an actual or prospective transaction involving a purchase, sale, option, or exchange of any interest in real property or a business opportunity, or a lease or rental of real property. For purposes of this chapter, a prospective transaction does not exist until a written offer has been signed by at least one of the parties.

(15) "Seller" means an actual or prospective seller in a real estate transaction, or an actual or prospective landlord in a real estate rental or lease transaction, as applicable.

(16) "Seller's agent" means a broker who has entered

into an agency relationship with only the seller in a real estate transaction, and includes subagents engaged by a seller's agent.

(17) "Subagent" means a broker who is engaged to act on behalf of a principal by the principal's agent where the principal has authorized the broker in writing to appoint subagents.

SECTION 2:

RELATIONSHIPS BETWEEN BROKERS AND THE PUBLIC.

(1) A broker who performs real estate brokerage services for a buyer is a buyer's agent unless the:

(a) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, in which case the broker is a seller's agent;

(b) Broker has entered into a subagency agreement with the seller's agent's firm, in which case the broker is a seller's agent;

(c) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, and the broker's firm has appointed the broker to represent the buyer pursuant to a written agency agreement between the firm and the buyer, in which case the broker is a dual agent;

(d) Broker is the seller or one of the sellers; or

(e) Parties agree otherwise in writing after the broker has complied with RCW 18.86.030(1)(f).

(2) In a transaction in which different brokers affiliated with the same firm represent different parties, the firm's designated broker and any managing broker responsible for the supervision of both brokers, is a dual agent, and must obtain the written consent of both parties as required under RCW 18.86.060. In such case, each of the brokers

shall solely represent the party with whom the broker has an agency relationship, unless all parties agree in writing that the broker is a dual agent.

(3) A broker may work with a party in separate transactions pursuant to different relationships, including, but not limited to, representing a party in one transaction and at the same time not representing that party in a different transaction involving that party, if the broker complies with this chapter in establishing the relationships for each transaction.

SECTION 3:

DUTIES OF A BROKER GENERALLY.

(1) Regardless of whether a broker is an agent, the broker owes to all parties to whom the broker renders real estate brokerage services the following duties, which may not be waived:

(a) To exercise reasonable skill and care;

(b) To deal honestly and in good faith;

(c) To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase;

(d) To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party; provided that this subsection shall not be construed to imply any duty to investigate matters that the broker has not agreed to investigate;

(e) To account in a timely manner for all money and property received from or on behalf of either party;

(f) To provide a pamphlet on the law of real estate agency in the form prescribed in

RCW 18.86.120 to all parties to whom the broker renders real estate brokerage services, before the party signs an agency agreement with the broker, signs an offer in a real estate transaction handled by the broker, consents to dual agency, or waives any rights, under RCW 18.86.020(1)(e), 18.86.040(1)(e), 18.86.050(1)(e), or 18.86.060(2)(e) or (f), whichever occurs earliest; and

(g) To disclose in writing to all parties to whom the broker renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the broker, whether the broker represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate writing entitled "Agency Disclosure."

(2) Unless otherwise agreed, a broker owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the broker to be reliable.

SECTION 4:

DUTIES OF A SELLER'S AGENT.

(1) Unless additional duties are agreed to in writing signed by a seller's agent, the duties of a seller's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

(a) To be loyal to the seller by taking no action that is adverse or detrimental to the seller's interest in a transaction;

(b) To timely disclose to the seller any conflicts of interest;

(c) To advise the seller to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the seller, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the seller's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a seller's agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale.

(2) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a seller's agent does not in and of itself breach the duty of loyalty to the seller or create a conflict of interest.

(b) The representation of more than one seller by different brokers affiliated with the same firm in competing transactions involving the same firm does not in and of itself breach the duty of loyalty to the sellers or create a conflict of interest.

SECTION 5:

DUTIES OF A BUYER'S AGENT.

(1) Unless additional duties are agreed to in writing signed by a buyer's agent, the duties of a buyer's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

(a) To be loyal to the buyer by taking no action that is adverse or detrimental to the buyer's interest in a transaction;

(b) To timely disclose to the buyer any conflicts of interest;

(c) To advise the buyer to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the buyer, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the buyer's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a buyer's agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the buyer's agent.

(2) (a) The showing of property in which a buyer is interested to other prospective buyers by a buyer's agent does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different brokers affiliated with the same firm in competing transactions involving the same property does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

SECTION 6: DUTIES OF A DUAL AGENT.

(1) Notwithstanding any other provision of this chapter, a broker may act as a dual agent only with the written consent of both parties to the transaction after the dual agent has complied with

RCW 18.86.030(1)(f), which consent must include a statement of the terms of compensation.

(2) Unless additional duties are agreed to in writing signed by a dual agent, the duties of a dual agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) and (f) of this subsection:

(a) To take no action that is adverse or detrimental to either party's interest in a transaction;

(b) To timely disclose to both parties any conflicts of interest;

(c) To advise both parties to seek expert advice on matters relating to the transaction that are beyond the dual agent's expertise;

(d) Not to disclose any confidential information from or about either party, except under subpoena or court order, even after termination of the agency relationship;

(e) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a dual agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale; and

(f) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a dual agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the dual agent.

(3) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a dual agent does not in and of itself constitute action that is

adverse or detrimental to the seller or create a conflict of interest.

(b) The representation of more than one seller by different brokers licensed to the same firm in competing transactions involving the same buyer does not in and of itself constitute action that is adverse or detrimental to the sellers or create a conflict of interest.

(4) (a) The showing of property in which a buyer is interested to other prospective buyers or the presentation of additional offers to purchase property while the property is subject to a transaction by a dual agent does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different brokers licensed to the same firm in competing transactions involving the same property does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

SECTION 7:

DURATION OF AGENCY RELATIONSHIP.

(1) The agency relationships set forth in this chapter commence at the time that the broker undertakes to provide real estate brokerage services to a principal and continue until the earliest of the following:

- (a) Completion of performance by the broker;
- (b) Expiration of the term agreed upon by the parties;
- (c) Termination of the relationship by mutual agreement of the parties; or
- (d) Termination of the relationship by notice from either party to the other. However, such

a termination does not affect the contractual rights of either party.

(2) Except as otherwise agreed to in writing, a broker owes no further duty after termination of the agency relationship, other than the duties of:

- (a) Accounting for all moneys and property received during the relationship; and
- (b) Not disclosing confidential information.

SECTION 8:

COMPENSATION.

(1) In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms.

(2) An agreement to pay or payment of compensation does not establish an agency relationship between the party who paid the compensation and the broker.

(3) A seller may agree that a seller's agent's firm may share with another firm the compensation paid by the seller.

(4) A buyer may agree that a buyer's agent's firm may share with another firm the compensation paid by the buyer.

(5) A firm may be compensated by more than one party for real estate brokerage services in a real estate transaction, if those parties consent in writing at or before the time of signing an offer in the transaction.

(6) A firm may receive compensation based on the purchase price without breaching any duty to the buyer or seller.

(7) Nothing contained in this chapter negates the requirement that an agreement authorizing or employing a broker to sell or purchase real estate for compensation or a commission be in writing and signed by the seller or buyer.

SECTION 9:

VICARIOUS LIABILITY.

(1) A principal is not liable for an act, error, or omission by an agent or subagent of the principal arising out of an agency relationship:

- (a) Unless the principal participated in or authorized the act, error, or omission; or
- (b) Except to the extent that:
 - (i) the principal benefited from the act, error, or omission; and
 - (ii) the court determines that it is highly probable that the claimant would be unable to enforce a judgment against the agent or subagent.

(2) A broker is not liable for an act, error, or omission of a subagent under this chapter, unless that broker participated in or authorized the act, error or omission. This subsection does not limit the liability of a firm for an act, error, or omission by a broker licensed to the firm.

SECTION 10:

IMPUTED KNOWLEDGE AND NOTICE.

(1) Unless otherwise agreed to in writing, a principal does not have knowledge or notice of any facts known by an agent or subagent of the principal that are not actually known by the principal.

(2) Unless otherwise agreed to in writing, a broker does not have knowledge or notice of any facts known by a subagent that are not actually known by the broker. This subsection does not limit the knowledge imputed to the designated broker or any managing broker responsible for the supervision of the broker of any facts known by the broker.

SECTION 11:

INTERPRETATION.

The duties under this chapter are statutory duties and not fiduciary duties. This chapter supersedes the fiduciary duties of an agent to a principal under the common law. The common law continues to apply to the parties in all other respects. This chapter does not affect the duties of a broker while engaging in the authorized or unauthorized practice of law as determined by the courts of this state. This chapter shall be construed broadly.

SECTION 12:

SHORT SALE.

When the seller of owner-occupied residential real property enters into a listing agreement with a real estate firm where the proceeds from the sale may be insufficient to cover the costs at closing, it is the responsibility of the real estate firm to disclose to the seller in writing that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the real property, for less than the amount the borrower owes, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including fees such as the real estate firm's commission.

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Northwest Multiple Listing Service

Revised July 2013
RCW 18.86.120

Exhibit E



E. Project Status List for the City of Spokane

Project Status for:
City of Spokane
Last Updated: March 10, 2015

| | Property/Project | Activity | Status | Required Action | Listing Agreement | Appraised | LOI | PSA | Due Dilligence | | | | Title | | | Notes |
|----|-------------------------|------------------|----------------------|-------------------------|-------------------|-----------|-----|-----|----------------|---------|--------|-----|---------|----------|----------|----------------------|
| | | | | | | | | | Geo | Phase 1 | Survey | BOV | Ordered | Reviewed | Approved | |
| 1 | Hwy 2 & Elk-Chatteroy | disposition | listed for sale | commence marketing | Yes | No | | | | | | | | | | |
| | Mobile home parcel | disposition | listed for sale | commence marketing | Yes | No | | | | | | | | | | |
| | Small raw land site | disposition | listed for sale | commence marketing | Yes | No | | | | | | | | | | |
| 2 | Granite Shop | disposition | sold | - | Yes | No | | | | | | | | | | |
| 3 | Visitor Center | disposition | leased to UW | - | Yes | Yes | | | | | | | | | | |
| 4 | Foothills | disposition | interested buyer | city to determine | to City | Yes | | | | | | | | | | |
| 5 | 20 & 24 W. Riverside | disposition | under contract | 3, 90-day contingencies | Yes | No | | | | | | | | | | |
| 6 | City Hall | 1st floor lease | on-hold | none | No | No | | | | | | | | | | |
| 7 | Masonic/NC Life | site acquisition | in process | TBD | | | | | | | | | | | | |
| 8 | S. Perry Retail/Police | lease | no longer interested | | | | | | | | | | | | | |
| 9 | Providence garage | appraisal | sell? | TBD | No | Yes | | | | | | | | | | |
| 10 | 15-acre former Playfair | disposition | sell? | TBD | No | Yes | | | | | | | | | | |
| 11 | The Ranch | disposition | interested buyer | wait on City | | | | | | | | | | | | |
| 12 | 1001 N. Havana | disposition | under contract | close August 1st | | - | - | Y | * | * | * | | x | x | x | closed |
| 13 | 2610 NW Blvd | acquisition | no longer interested | | n/a | No | Yes | | | | | Y | | | | |
| 14 | 627 E. Sprague | acquisition | no longer interested | | n/a | No | Yes | | | | | Y | 9/13 | | | |
| 15 | Ash Site Sale | disposition | wait City Council | close on Dec 20th | Yes | Yes | Yes | Yes | | | | | 9/17 | | | closed December 2013 |
| 16 | 555 E. Francis | lease/buy | no longer interested | | | | | | | | | | | | | |
| 17 | 433 E. Sprague | acquisition | sale closed | - | no | Yes | | | | | | | | | | |
| 18 | 20-Acre Water Site | disposition | sell 10-ac? | TBD | No | No | | | | | | | | | | |
| 19 | Flamin Joes/Police | acquisition | submitted LOI | wait landlord feedback | Yes | No | | | | | | | | | | |
| 20 | Eagle Ridge | acquisition | drafted offer/BOV | wait City | No | No | | | | | | | | | | |

 = completed sale or lease

 = currently in progress

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

10/09/2017

| | |
|-----------------------|---------------|
| <u>Date Rec'd</u> | 9/27/2017 |
| <u>Clerk's File #</u> | OPR 2017-0684 |
| <u>Renews #</u> | |

| | | | |
|--------------------|--|---------------|----|
| Submitting Dept | ASSET MANAGEMENT | Cross Ref # | |
| Contact Name/Phone | DAVE STEELE 625-6064 | Project # | |
| Contact E-Mail | DSTEELE@SPOKANECITY.ORG | Bid # | |
| Agenda Item Type | Contract Item | Requisition # | BT |
| Agenda Item Name | 5900 - CONTRACT WITH INTEGRUS ARCHITECTURE | | |

Agenda Wording

Integrus Architecture was selected by RFQ Number 4374-17 issued by the City on June 19, 2017 to provide facility space planning and pre-design services to the Spokane Police Department.

Summary (Background)

The City of Spokane Police Department has long struggled under the impacts of a poorly organized, inefficient and outdated space in their current location in the Public Safety Building. This contract, provided through the Asset Management budget, will allow for the City to take important steps in planning for and programming of future facility development for the Police Department.

| | | |
|----------------------|-------------------|-----------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u> |
| | Public Works? NO | |

| | | |
|---------|---------------|--------------------------------|
| Expense | \$ 140,000.00 | # 5900 71300 18300 54201 99999 |
|---------|---------------|--------------------------------|

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| Select | \$ | # |
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| Select | \$ | # |
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| Approvals | Council Notifications |
|-----------|-----------------------|

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| <u>Dept Head</u> | LUKAS, ED | <u>Study Session</u> | |
|------------------|-----------|----------------------|--|

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|--------------------------|-------------------|--------------|-----------------------|
| <u>Division Director</u> | DUNIVANT, TIMOTHY | <u>Other</u> | Public Safety 9/18/17 |
|--------------------------|-------------------|--------------|-----------------------|

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|----------------|------------------|-------------------|
| <u>Finance</u> | HUGHES, MICHELLE | Distribution List |
|----------------|------------------|-------------------|

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|--------------|------------|-------------------|
| <u>Legal</u> | ODLE, MARI | Engineering Admin |
|--------------|------------|-------------------|

| | | |
|----------------------|-------------------|-------------------------|
| <u>For the Mayor</u> | DUNIVANT, TIMOTHY | Public Works Accounting |
|----------------------|-------------------|-------------------------|

| | |
|----------------------|------------------------|
| Additional Approvals | rlukas@spokanecity.org |
|----------------------|------------------------|

| | |
|-------------------|------------------------|
| <u>Purchasing</u> | dstele@spokanecity.org |
|-------------------|------------------------|

| | |
|--|-----------------------------|
| | cbrazington@spokanecity.org |
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BRIEFING PAPER

Asset Management Department

September 28, 2017

Subject:

Not to exceed contract for Architectural and Engineering Services with Integrus Architects for pre-design and planning efforts necessary to fully identify, analyze, cost estimate, and document the City of Spokane's Police Department future facility needs and conceptual layouts.

Background:

The City of Spokane Police Department has long struggled under the impacts of a poorly organized, inefficient, and outdated space in their current location in the public safety building. The poor lighting, air quality, and space layout create a steady stream of staffing concerns and logistical issues. As currently laid out, much of the command staff is separated from the front line officers, detectives and special units are located off site, and evidence storage is at a 3rd location. Consistent with the age of the public safety campus, there is limited and confusing parking, poor vehicle access, and difficult citizen access. All of these elements come together to hamper the efforts of the Department to provide modern policing services to the community within the existing budgets available.

Impact:

Completing this work allows the City to take important next steps in planning for, and programming of, future facility development for the Police Department. This effort will focus on using the Spokane Police Departments policing philosophy, strategies, and policies to develop a facility plan that is data driven, well vetted, and forward thinking. The work will identify logical spacial footprints, building envelops, important operational relationships and synergies, and critical circulation elements, in a site agnostic format. Meaning, this effort will not focus on a specific site but will instead focus on identifying and meeting the Police Department's needs without predisposed decisions on locations.

Funding:

Funding for this contract will be provided through the Asset Management budget. This contract has been developed with a not to exceed amount of \$140,000. The base contract for services is approximately \$135,000 but this agenda item includes a reserve of roughly \$5,000 to accommodate unforeseen consulting needs during the contract term.

Action:

Recommend City Council approval of the contract.



City of Spokane

CONSULTANT AGREEMENT

Title: **SPACE PLANNING AND PRE-DESIGN SERVICES FOR SPD**

This Consultant Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **INTEGRUS ARCHITECTURE**, whose address is 10 South Cedar Street, Spokane, Washington 99201 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **FACILITY SPACE PLANNING AND PRE-DESIGN SERVICES TO THE SPOKANE POLICE DEPARTMENT**; and*

WHEREAS, the Consultant was selected through an RFQ, #4374-17 issued by the City dated June 19, 2017.

-- 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 September 11, 2017, and ends on September 10, 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. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

PROVIDE FACILITY SPACE PLANNING AND PRE-DESIGN SERVICES TO THE SPOKANE POLICE DEPARTMENT

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 FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00)**, unless modified by a written amendment to this Agreement. Compensation shall be based upon a Lump Sum fee arrangement and further payment details attached hereto as Exhibits B.

5. REIMBURSABLES

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

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

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a four percent (4%) markup. 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 ASSET MANAGEMENT DEPARTMENT 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): |
| <ul style="list-style-type: none"> • Invoice Date and Invoice Number • ASSET MANAGEMENT DEPARTMENT • Project Coordinator: Dave Steele (Please do not put name in the address portion of the invoice) • Department Contract No. OPR # _____ • Contract Title: SPD Facility Space Planning and Pre-Design Services • Period covered by the invoice • Project Title = A Project is described as listed on the six (6) year Capital Improvement Program (CIP) • Payments for Services shall be in accordance with Exhibit B –Lump Sum • Employee's name and classification • Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked • Total labor costs per Project • 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: |
|--|---|
| Asset Management Department City of Spokane 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201 | Integrus Architecture 10 South Cedar Street Spokane, Washington 99201 |

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.

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

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. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and

conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

INTEGRUS ARCHITECTURE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Consultant's UBI #

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – General Scope of Work
Exhibit B – City's Payment Methodology

17-103

EXHIBIT B
(LUMP SUM)

The Consultant shall be paid by the City using this payment method for completed work and services rendered under this Agreement as provided hereinafter. The payment shall be lump sum compensation for all work performed or services rendered to complete the work specified in Section 3, "Scope of Work" and when this payment method is specifically called for within Task Specific Detailed Scope and Fee Descriptions in Exhibits A.

- A. **LUMP SUM AGREEMENT.** Payment for all services for each Project shall be on the basis of a lump sum amount as detailed in Task Specific Detailed Scope and Fee Descriptions.
1. The Consultant may retain subconsultants on either a Negotiated Hourly Rate of Pay or Lump Sum basis.
 2. **Direct Nonsalary Cost.** Direct nonsalary costs will be included in Lump Sum amounts. These costs may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and subconsultant costs.
 - a. Consultant costs may NOT include a Subconsultant markup.
 - b. Direct nonsalary costs will include charges directly identifiable with and necessary for the Project.
 - c. The Consultant shall maintain the original supporting documents in its office.
 3. **Maximum Total Amount Payable.** The Maximum Total Amount Payable does not include payments for extra work as stipulated in 24, Expansion for New Work.
- B. **MONTHLY PROGRESS PAYMENTS.** Partial payments may be made upon request by the Consultant to cover the percentage of work completed and are not to be more frequent than one (1) per month.
- C. **FINAL PAYMENT.** Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the City after the completion of the work under this Agreement, contingent upon receipt of all Deliverables which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims for payment which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City 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 the final audit reveals an overpayment to the Consultant, the Consultant agrees to refund the overpayment to the City within ninety (90) days of notice of any payment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding of the City of overpayment.

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

10/09/2017

Date Rec'd

9/27/2017

Clerk's File #

OPR 2017-0685

Renews #Submitting Dept

FIRE

Cross Ref #Contact Name/Phone

BRIAN 625-7001

Project #Contact E-Mail

BSCHAEFFER@SPOKANEFIRE.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

1970 - DEM HAZMAT TRAINING GRANT

Agenda Wording

To accept funding of \$70,000 from the Spokane County Department of Emergency Management (DEM) FY16 SHSP grant, CFDA#97.067. Funding is for Hazmat Training from 9/1/17 through 11/30/17.

Summary (Background)

The goal of this project is to maintain and enhance operational coordination in Spokane County and Homeland Security Region 9. The region will continue to address hazmat incident response capability. The desired outcome is to continue to establish and maintain a unified and coordinated operational structure and processes that appropriately integrate all critical stakeholders and supports the execution of core capabilities in preparedness and response to terrorism and all-hazard events.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Revenue \$ \$70,000

1970-93519-99999-33397-99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SCHAEFFER, BRIAN

Study Session

PSC 4/17/17

Division Director

SCHAEFFER, BRIAN

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

Dstockdill@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

Mthompson@spokanefire.org

Additional Approvals

Korlob@spokanecity.org

Purchasing

Klamoreaux@spokanecity.org

**SPOKANE COUNTY
GREATER SPOKANE EMERGENCY MANAGEMENT
AND THE CITY OF SPOKANE
IN CONJUNCTION WITH FY 2016 HOMELAND SECURITY GRANT PROGRAM**

| | | | |
|--|--|---|--|
| 1. Grantee City of Spokane 808 West Spokane Falls Blvd. Spokane, WA 99201 | | 2. Contract Amount \$ 70,000.00 | 3. Tax ID# 91-6001280 4. DUNS # 938132271 |
| 5. Grantee Representative Kim Orlob Accounting Manager 808 West Spokane Falls Blvd. Spokane, WA 99201 (509) 625-6265 korlob@spokanecity.org | | 6. Spokane County's Representative Christopher Barnes Program Specialist Greater Spokane Emergency Management 1618 N. Rebecca St. Spokane, WA 99217 509-477-3007 cbarnes@spokanecounty.org | |
| 7. Grant ID # | 8. Original Grant ID# E 17-082 | 9. Start Date 9/1/2017 | 10. End Date 11/30/2017 |
| 11. Funding Source: <div style="display: flex; justify-content: space-around;"> <input checked="" type="checkbox"/> Federal <input type="checkbox"/> </div> | | | |
| 12. Federal Funds (as applicable) EMW-2016-SS-00005-S01 | CFDA # 97.067 – HSGP | Federal Agency: U.S. Department of Homeland Security | |
| 13. Contractor Selection Process: (check all that apply or qualify) <div style="display: flex; flex-direction: column;"> <div><input type="checkbox"/> Sole Source</div> <div><input type="checkbox"/> A/E Services</div> <div><input type="checkbox"/> Competitive Bidding</div> <div><input checked="" type="checkbox"/> Pre-approved by Funder</div> </div> | | 14. Contractor Type: (check all that apply) <div style="display: flex; flex-direction: column;"> <div><input type="checkbox"/> Private Organization/Individual</div> <div><input checked="" type="checkbox"/> Public Organization/Jurisdiction</div> <div><input type="checkbox"/> VENDOR</div> <div><input checked="" type="checkbox"/> SUBRECIPIENT</div> <div><input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit</div> </div> | |
| 15. Grant Purpose & Description: The purpose of the FFY 2016 Homeland Security Grant Program (16HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 16HSGP provides funding to implement investments that build, sustain and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. 16HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, management and administration. The CITY OF SPOKANE is a sub-recipient of the 16HSGP Award which is attached and incorporated by reference into this Agreement. The CITY OF SPOKANE is accountable to both the Washington State Military Department and SPOKANE COUNTY for proper use of the federal funds provided under this Agreement. The CITY OF SPOKANE's Work Plan (scope) and Budget for this subaward are detailed in Exhibits A & B. | | | |
| 16. IN WITNESS WHEREOF SPOKANE COUNTY and the CITY OF SPOKANE, acknowledge and accept the terms of this AGREEMENT, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this AGREEMENT as of the date below. This AGREEMENT Face Sheet; Work Plan/Approved Projects (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this AGREEMENT. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto. | | | |
| FOR THE GRANTEE: <div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Name _____</div> <div></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Title _____</div> <div></div> </div> | | FOR SPOKANE COUNTY: <div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Chandra Fox Name</div> <div></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>Deputy Director GSEM Title</div> <div></div> </div> | |

(FACE SHEET)

SECTION NO. 1: SERVICES

The CITY OF SPOKANE shall provide those services set forth in the Work Plan attached hereto as Exhibit “A” and incorporated herein by reference.

SECTION NO. 2: RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While SPOKANE COUNTY undertakes to assist the CITY OF SPOKANE with the project/statement of work/work plan (project) by providing funds pursuant to this AGREEMENT, the project itself remains the sole responsibility of the CITY OF SPOKANE. SPOKANE COUNTY undertakes no responsibility to the CITY OF SPOKANE, or to any third party, other than as is expressly set out in this AGREEMENT.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the CITY OF SPOKANE, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

The CITY OF SPOKANE shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the CITY OF SPOKANE in connection with the project. The CITY OF SPOKANE shall not look to SPOKANE COUNTY and/or the Washington State Military Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys’ fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

SECTION NO. 3: HOMELAND SECURITY GRANT PROGRAM SPECIFIC REQUIREMENTS

- A. The FY16 Homeland Security Grant Program stipulates the following for overall grant funding; specific caps or thresholds for this AGREEMENT may differ:
 - 1. Up to 5 percent of Homeland Security Grant Program funds awarded may be used for management and administrative purposes directly related to administration of the grant.
 - 2. At least 25 percent of the combined Homeland Security Grant Program funds allocated under SHSP and UASI is to be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA allocation can be from SHSP, UASI or both.
 - 3. Personnel expenses may not exceed 50 percent of the HSGP award.
- B. Percentages applicable to the CITY OF SPOKANE under this AGREEMENT may differ from the above overall FY16 HSGP grant stipulations as the requirements apply to the overall grant program:
 - 1. The agreement amount for management and administration purposes may vary, but the CITY OF SPOKANE must not exceed the amount identified on the Budget Sheet.
 - 2. The agreement LETPA percentage may vary, but the CITY OF SPOKANE must meet the percentage identified on the Budget Sheet as a minimum.
 - 3. The agreement amount for personnel expenses may vary, but the CITY OF SPOKANE must not exceed the amount identified on the Budget Sheet.
- C. Use of HSGP funds must be consistent with and supportive of implementation of the State Homeland Security Strategy.
- D. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All supported investments are based on capability targets and gaps identified during the assessment process.
- E. The CITY OF SPOKANE shall use HSGP funds only to perform tasks as described in the Work Plan contained in Exhibit “A” approved by SPOKANE COUNTY and the Washington State Military Department.

SECTION NO. 4: TERM

The term of this AGREEMENT shall commence as of the date on the FACE SHEET and shall terminate on the date on the FACE SHEET.

SECTION NO. 5: RELATIONSHIP OF THE PARTIES

The PARTIES intend that an independent contractor relationship will be created by this AGREEMENT. The CITY OF SPOKANE and/or employees or agents performing under this AGREEMENT are not employees or agents of SPOKANE COUNTY or the Washington State Military Department in any manner whatsoever. The CITY OF SPOKANE will not be presented as, nor claim to be, an officer or employee of SPOKANE COUNTY or the Washington State Military Department by reason of this AGREEMENT nor will the CITY OF SPOKANE make any claim, demand or application to or for any right or privilege applicable to an officer or employee of SPOKANE COUNTY or the Washington State Military Department by reason of this AGREEMENT, including but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

SECTION NO. 6: ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The CITY OF SPOKANE agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this AGREEMENT and the informational documents published by DHS/FEMA applicable to the FY 2016 HSGP Program, including but not limited to, all criteria restrictions and requirements of the "Department of Homeland Security Notice Funding Opportunity Fiscal Year 2016 Homeland Security Grant Program" document, the DHS Award Announcement Letter for Grant No. EMW-2016-SS-00005-S01, and the federal regulations commonly applicable to DHS/FEMA grants, which are incorporated herein by reference. The DHS Award Letter is incorporated in this AGREEMENT as "Attachment" #1.

The CITY OF SPOKANE acknowledges that since this AGREEMENT involves federal award funding, the period of performance described herein will likely begin prior to the availability of appropriated federal funds. The CITY OF SPOKANE agrees that it will not hold the Washington State Military Department, the State of Washington, SPOKANE COUNTY or the United States liable for any damages, claim for reimbursement or any type of payment whatsoever for services performed under this AGREEMENT prior to the distribution of appropriated federal funds or if federal funds are not appropriated or in a particular amount.

The use or disclosure by any party of any information concerning the Washington State Department of Military for any purpose not directly connected with the administration of the Washington State Department of Military, SPOKANE COUNTY's, or the CITY OF SPOKANE's responsibilities with respect to services provided under this AGREEMENT is prohibited except by prior written consent of SPOKANE COUNTY, and/or the Washington State Department of Military or as required to comply with the state Public Records Act, other law or court order.

SECTION NO. 7: COMPLIANCE WITH LAWS

The CITY OF SPOKANE and SPOKANE COUNTY agree that all activity pursuant to this AGREEMENT will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this AGREEMENT, the CITY OF

SPOKANE shall comply

with all applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:

- A. The CITY OF SPOKANE must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
- B. The CITY OF SPOKANE and all its contractors and subrecipients shall comply with and SPOKANE COUNTY and the Washington State Military Department is not responsible for determining compliance with, any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.

The CITY OF SPOKANE shall comply with all applicable federal and state non-discrimination laws, regulations and policies. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this AGREEMENT.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the CITY OF SPOKANE, its subcontractors or subrecipients, SPOKANE COUNTY may rescind, cancel or terminate the AGREEMENT in whole or in part in its sole discretion. The CITY OF SPOKANE is responsible for all costs or liability arising from its failure and that of its subcontractors and/or subrecipients to comply with application laws, regulations, executive orders, OMB Circulars or policies.

SECTION NO. 8: COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES

- A. SPOKANE COUNTY shall reimburse the CITY OF SPOKANE an amount not to exceed the amount set forth in Exhibit "B", attached hereto and incorporated herein by reference for the performance of all things necessary for or incidental to the performance of Scope of Work as set forth in Exhibit "A". The CITY OF SPOKANE's reimbursement for services set forth in Exhibit "A" shall be in accordance with the terms and conditions set forth in the Budget attached hereto as Exhibit "B" and incorporated herein by reference.
- B. SPOKANE COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this AGREEMENT. The CITY OF SPOKANE shall not invoice SPOKANE COUNTY in advance of delivery and invoicing of such goods or services.
- C. The CITY OF SPOKANE will submit reimbursement requests to SPOKANE COUNTY by

detailing the expenditures for which reimbursement is sought and must be submitted with appropriate supporting documentation. The maximum amount of the reimbursement request shall not exceed the total AGREEMENT amount. **Requests for reimbursement shall be directed to:**

**Christopher Barnes
Program Specialist
Greater Spokane Emergency Management
1618 N. Rebecca St.
Spokane WA 99217**

Payment shall be considered timely if made by SPOKANE COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CITY OF SPOKANE.

- D. This is a fixed price, reimbursement AGREEMENT. Within the total AGREEMENT amount, travel, sub-contracts, salaries and wages, benefits, printing, equipment, and other goods and services or other approved budget categories will be reimbursed on an actual cost basis unless otherwise provided in this AGREEMENT.
- E. Receipts and/or backup documentation for any approved budget line items including travel related expenses that are authorized under this AGREEMENT must be maintained by the CITY OF SPOKANE consistent with record retention requirements of this AGREEMENT and be made available upon request by SPOKANE COUNTY, Washington State Military Department and/or local, state or federal auditors.
- F. A written Amendment will be required if the CITY OF SPOKANE expects cumulative transfers between project budgets, as identified in the Budget (Exhibit “B”) and Work Plan/Approved Project (Exhibit “A”), to exceed 10% of the AGREEMENT amount. Any adjustments to project totals not in compliance with this paragraph will not be reimbursed.
- G. The CITY OF SPOKANE shall only use federal award funds under this AGREEMENT to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The CITY OF SPOKANE may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- H. In the event the CITY OF SPOKANE fails to expend funds under this AGREEMENT in accordance with applicable federal, state, and local laws and/or the provisions of the AGREEMENT, SPOKANE COUNTY in conjunction with the Washington State Military Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following AGREEMENT termination. Repayment by the CITY OF SPOKANE of funds under this recapture provision shall occur within 30 days of demand. In the event SPOKANE COUNTY is required to institute legal proceedings to enforce the recapture provision, SPOKANE COUNTY shall be entitled to its costs and expenses thereof, including attorney fees from the CITY OF SPOKANE.

SECTION NO. 9: REPORTING REQUIREMENTS

The CITY OF SPOKANE shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to SPOKANE COUNTY the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>; which is incorporated by reference and made a part of this AGREEMENT.

SECTION NO. 10: GRANTEE MONITORING

- A. SPOKANE COUNTY will monitor the activities of the CITY OF SPOKANE from the award date to closeout. The goal of SPOKANE COUNTY'S monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this AGREEMENT, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- B. To document compliance with 2 CFR Part 200 Subpart F requirements, the CITY OF SPOKANE shall complete and return to SPOKANE COUNTY the attached Audit Certification Form, which is incorporated herein and made part of this AGREEMENT. The Audit Certification Form must be signed each fiscal year thereafter until the completion of this AGREEMENT.
- C. Monitoring activities performed by SPOKANE COUNTY may include, but are not limited to:
 - 1. Review of financial and performance reports;
 - 2. Monitoring and documenting the completion of the AGREEMENT deliverables;
 - 3. Documentation of phone calls, meetings, e-mails and correspondence;
 - 4. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with the AGREEMENT work plan, budget and federal requirements;
 - 5. Observation and documentation of AGREEMENT related activities, such as exercises, training, funded events, and equipment demonstrations;
 - 6. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports and to verify completion of deliverables.
- D. The CITY OF SPOKANE is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the CITY OF SPOKANE makes a subaward as a pass-through entity under this AGREEMENT.
- E. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

SECTION NO. 11: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

The CITY OF SPOKANE must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

SECTION NO. 13: SINGLE AUDIT ACT REQUIREMENTS

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal

year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term “non-federal entity” means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.

- B. If the CITY OF SPOKANE is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The CITY OF SPOKANE has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.
- C. The CITY OF SPOKANE shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The CITY OF SPOKANE is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. The CITY OF SPOKANE must respond to SPOKANE COUNTY’s requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. SPOKANE COUNTY reserves the right to recover from the CITY OF SPOKANE all disallowed costs resulting from the audit.
- E. Once the single audit has been completed and if it includes any audit findings, the CITY OF SPOKANE must send a full copy of the audit and its corrective action plan to SPOKANE COUNTY at the following address no later than nine (9) months after the end of the CITY OF SPOKANE’s fiscal year(s):
Christopher Barnes
Program Specialist
Greater Spokane Emergency Management
1618 N. Rebecca St.
Spokane WA 99217
- F. If the CITY OF SPOKANE claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, it must send a letter identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of the CITY OF SPOKANE’s fiscal year(s) to:
Christopher Barnes
Program Specialist
Greater Spokane Emergency Management
1618 N. Rebecca St.
Spokane WA 99217
- G. SPOKANE COUNTY retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.
- H. The CITY OF SPOKANE shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the CITY OF SPOKANE’s failure to comply with said audit requirements may result in one or more of the following actions in SPOKANE COUNTY’s sole discretion: a percentage of federal awards being withheld until the audit is completed in

accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

SECTION NO. 14: VENUE STIPULATION

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the PARTIES arising out of this AGREEMENT shall be the Superior Court of SPOKANE COUNTY, Washington. The CITY OF SPOKANE, by execution of this AGREEMENT acknowledges the jurisdiction of the courts of the State of Washington.

SECTION NO. 15: SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this AGREEMENT or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the AGREEMENT, which can be given effect without the invalid provision. To this end, the terms and conditions of this AGREEMENT are declared severable.

SECTION NO. 16: AMENDMENTS AND MODIFICATIONS

The CITY OF SPOKANE and/or SPOKANE COUNTY may request, in writing, an amendment or modification of this AGREEMENT. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of SPOKANE COUNTY and the CITY OF SPOKANE. No other understandings or agreements, written or oral, shall be binding on the parties.

SECTION NO. 17: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY

As federal funds are a basis for this AGREEMENT, the CITY OF SPOKANE certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this AGREEMENT by any federal department or agency.

The CITY OF SPOKANE shall complete, sign and return a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form which is attached and incorporated to this AGREEMENT.

Further, the CITY OF SPOKANE agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The CITY OF SPOKANE certifies that it will ensure that potential sub-contractors or sub-recipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the CITY OF SPOKANE may comply with this provision by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The CITY OF SPOKANE also agrees not to enter into any arrangements or

contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>). The CITY OF SPOKANE also agrees not to enter into any agreements or contracts for the purchase of goods and services with any part on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

SECTION NO. 18: CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the CITY OF SPOKANE hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the CITY OF SPOKANE to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, the CITY OF SPOKANE will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the CITY OF SPOKANE will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

SECTION NO. 19: TAXES, FEES, AND LICENSES

Unless otherwise provided in this AGREEMENT, the CITY OF SPOKANE shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the CITY OF SPOKANE or its staff required by statute or regulation that are applicable to the AGREEMENT performance.

SECTION NO. 20: CONFLICT OF INTEREST

No officer or employee of SPOKANE COUNTY; no member, officer, or employee of the CITY OF SPOKANE or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the CITY OF SPOKANE who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.

The CITY OF SPOKANE shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to this provision.

SECTION NO. 21: DISPUTE RESOLUTION

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution

panel to resolve the dispute. A request for a dispute resolution panel shall be in writing, state the disputed issues, state the relative positions of the parties and be sent to all parties. The panel shall consist of a representative appointed by SPOKANE COUNTY, a representative by the CITY OF SPOKANE and a third party mutually agreed upon by both parties. The panel shall by majority vote, resolve the dispute. Each

party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

SECTION NO. 22: INDEMNIFICATION

SPOKANE COUNTY shall protect, defend, indemnify, and hold harmless the CITY OF SPOKANE, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). SPOKANE COUNTY will not be required to indemnify, defend, or save harmless the CITY OF SPOKANE if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the CITY OF SPOKANE. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The CITY OF SPOKANE agrees to protect, defend, indemnify, and hold harmless SPOKANE COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The CITY OF SPOKANE will not be required to indemnify, defend, or save harmless SPOKANE COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of SPOKANE COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

SPOKANE COUNTY and the CITY OF SPOKANE agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any SPOKANE COUNTY or CITY OF SPOKANE employees or agents while performing work authorized under this AGREEMENT. For this purpose, SPOKANE COUNTY and the CITY OF SPOKANE, by mutual negotiation, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

No officer or employee of the CITY OF SPOKANE or SPOKANE COUNTY shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it is understood that in such matters they are acting solely as agents of their respective agencies.

SECTION NO. 23: EXECUTION AND APPROVAL

The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. Any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by both PARTIES' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests,

time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, certifications and documents authorized by or required under this AGREEMENT.

SECTION NO. 24: LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT and prior to normal completion or end date, SPOKANE COUNTY and/or the Washington State Military Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the AGREEMENT as a "Termination for Cause" without providing the CITY OF SPOKANE an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although SPOKANE COUNTY and/or the Washington State Military Department has no obligation to do so.

SECTION NO. 25: NONASSIGNABILITY

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by the CITY OF SPOKANE.

SECTION NO. 26: NOTICES

The CITY OF SPOKANE shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

SECTION NO. 27: POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

SECTION NO. 28: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this AGREEMENT provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

SECTION NO. 29: PUBLICITY

The CITY OF SPOKANE agrees to submit to SPOKANE COUNTY and the Washington State Military Department, prior to issuance all advertising and publicity matters relating to this AGREEMENT wherein SPOKANE COUNTY's and/or the Washington State Military Department's name is mentioned or language used from which the connection of SPOKANE COUNTY and/or the Washington State Military Department's name may, in the judgment of SPOKANE COUNTY and/or the Washington State Military Department be inferred or implied. The CITY OF SPOKANE agrees not to publish or use such advertising and publicity matters without the prior written consent of SPOKANE COUNTY and/or the Washington State Military Department. The CITY OF SPOKANE

may copyright original work it develops in the course of or under this AGREEMENT, however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.

Publication resulting from work performed under this AGREEMENT shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

SECTION NO. 30: RECORDS

- A. The CITY OF SPOKANE agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the CITY OF SPOKANE's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").
- B. The CITY OF SPOKANE's records related to this AGREEMENT and the projects funded may be inspected and audited by SPOKANE COUNTY and/or the Washington state Military Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the CITY OF SPOKANE with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.
- C. The records shall be made available by the CITY OF SPOKANE for such inspection, and audit together with suitable space for such purpose, at any and all times during the CITY OF SPOKANE's normal working day.
- D. The CITY OF SPOKANE shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

SECTION NO. 31: TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this AGREEMENT, the CITY OF SPOKANE may terminate this AGREEMENT by providing written notice of such termination to SPOKANE COUNTY's Key Personnel identified in the AGREEMENT, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this AGREEMENT, SPOKANE COUNTY, in its sole discretion and in the best interests of SPOKANE COUNTY and/or the State of Washington, may terminate this AGREEMENT in whole or in part by providing ten (10) calendar days' written notice, beginning on the second day after mailing to the CITY OF SPOKANE. Upon notice of termination for convenience, SPOKANE COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the CITY OF SPOKANE from incurring additional obligations of funds. In the event of termination, the CITY OF SPOKANE shall be liable for all damages as authorized by law. The rights and remedies of SPOKANE COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

SECTION NO. 32: TERMINATION OR SUSPENSION FOR CAUSE

In the event SPOKANE COUNTY, in its sole discretion, determines the CITY OF SPOKANE has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, is in an

unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the CITY OF SPOKANE unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, SPOKANE COUNTY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

SPOKANE COUNTY may notify the CITY OF SPOKANE in writing of the need to take corrective action and provide a period of time in which to cure. SPOKANE COUNTY is not required to allow the CITY OF SPOKANE an opportunity to cure if it is not feasible as determined solely within SPOKANE COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate the CITY OF SPOKANE's liability for damages or otherwise affect any other remedies available to SPOKANE COUNTY. If SPOKANE COUNTY allows the CITY OF SPOKANE an opportunity to cure, SPOKANE COUNTY shall notify the CITY OF SPOKANE in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by SPOKANE COUNTY, or if such corrective action is deemed by SPOKANE COUNTY to be insufficient, the AGREEMENT may be terminated in whole or in part.

SPOKANE COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, or prohibit the CITY OF SPOKANE from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the CITY OF SPOKANE, if allowed, or pending a decision by SPOKANE COUNTY to terminate the AGREEMENT in whole or in part. In the event of termination, the CITY OF SPOKANE shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original AGREEMENT and the replacement or cover AGREEMENT and all administrative costs directly related to the replacement AGREEMENT, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of SPOKANE COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that the CITY OF SPOKANE: (1) was not in default or material breach, or (2) failure to perform was outside of the CITY OF SPOKANE's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

SECTION NO. 33: TERMINATION PROCEDURES

In addition to the procedures set forth below, if SPOKANE COUNTY terminates this AGREEMENT, the CITY OF SPOKANE shall follow any procedures specified in the termination notice. Upon termination of this AGREEMENT and in addition to any other rights provided in this AGREEMENT, SPOKANE COUNTY may require the CITY OF SPOKANE to deliver to SPOKANE COUNTY any property specifically produced or acquired for the performance of such part of this AGREEMENT as has been terminated.

If the termination is for convenience, SPOKANE COUNTY shall pay to the CITY OF SPOKANE an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by SPOKANE COUNTY prior to the effective date of AGREEMENT termination, the amount agreed upon by the CITY OF SPOKANE and SPOKANE COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by SPOKANE COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by SPOKANE COUNTY, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this AGREEMENT. If the termination is for cause, SPOKANE COUNTY shall determine the extent

of the liability of SPOKANE COUNTY. SPOKANE COUNTY shall have no other obligation to the CITY OF SPOKANE for termination. SPOKANE COUNTY may withhold from any amounts due the CITY OF SPOKANE such sum as SPOKANE COUNTY determines to be necessary to protect SPOKANE COUNTY against potential loss or liability. The rights and remedies of SPOKANE COUNTY provided in this AGREEMENT shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by SPOKANE COUNTY in writing, the CITY OF SPOKANE shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this AGREEMENT except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;
- C. Assign to SPOKANE COUNTY, in the manner, at the times, and to the extent directed by SPOKANE COUNTY, all of the rights, title, and interest of the CITY OF SPOKANE under the orders and sub-contracts so terminated, in which case SPOKANE COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of SPOKANE COUNTY to the extent SPOKANE COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to SPOKANE COUNTY and/or the Washington State Military Department and deliver in the manner, at the times, and to the extent directed by SPOKANE COUNTY any property which, if the AGREEMENT had been completed, would have been required to be furnished to SPOKANE COUNTY and/or the Washington State Military Department;
- F. Complete performance of such part of the work as shall not have been terminated by SPOKANE COUNTY in compliance with all contractual requirements; and
- G. Take such action as may be necessary, or as SPOKANE COUNTY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of the CITY OF SPOKANE and in which SPOKANE COUNTY and/or the Washington State Military Department has or may acquire an interest.

SECTION NO. 34: WAIVER

No conditions or provisions to this AGREEMENT can be waived unless approved in advance by SPOKANE COUNTY in writing. SPOKANE COUNTY's failure to insist upon strict performance of any provision of the AGREEMENT or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.

SECTION NO. 35: UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The CITY OF SPOKANE is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this AGREEMENT. The CITY OF SPOKANE may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

EXHIBIT “A”
2016 HOMELAND SECURITY GRANT (HSGP)
STATE HOMELAND SECURITY PROGRAM
APPROVED PROJECTS

Work Plan/Statement of Work
FFY 2016 Region 9 Homeland Security Program
Agency: The City of Spokane

INTRODUCTION:

As the Pass-through Entity (PTE), the Washington State Military Department (WMD) Emergency Management Division’s (EMD) Preparedness Grants Section (PGS), referenced as the Department, is responsible for ensuring federal funding is expended and programs implemented in full accordance with governing law and regulations. Eighty-percent of the state’s award is allocated to local and tribal units of government in accordance with Federal guidelines. Washington State is divided into nine Homeland Security Regions. Funding is allocated to Regions according to a county base, population, and population density funding formula. The remaining twenty percent is allocated to state agencies using a sustainment funding model. Each Homeland Security Region and participating State Agency submitted projects that were included in the State’s Investment Justification. The projects were further detailed in subprojects, which are the focus of the work plan.

This work plan supports the 2016 Washington State HSGP (SHSP) Investment Justification, Investment #3 – Washington Regional Homeland Security Projects, Project #9 – Region 9 Homeland Security (WA16SHSP>INV-3>PROJ-9).

Region 9 recently implemented a new core capability assessment process. The new process is more formal and will aid in prioritizing funding to address gaps or sustain capability. The assessment is underway and results will be evaluated to determine regional projects. It is expected as in years past, funding will address gaps in Planning, Public Information and Warning, and Operational Coordination.

Region 9 is located on the East side of the state and consist of ten counties and two federally recognized tribes with a total population of over 600,000 people. The Region’s ten counties are: Adams, Asotin, Columbia, Ferry, Garfield, Lincoln, Pend Oreille, Spokane, Stevens, and Whitman. The following tribes actively participate in regional activities: Kalispel, Colville Confederated and Spokane. Spokane County, who serves as the lead county for Region 9, oversees governance, facilitates meetings and serves as the pass-through entity to the other nine counties.

Terrorist targets include:

- Government facilities
- Transportation corridors
- Power generation and distribution systems
- Events where large numbers of citizens congregate

- Communications systems
- Canadian border

Primary all-hazard risks include:

- Wildland fire
- Severe winter storm
- Flood
- Severe wind storms
- HazMat Incidents
- Infectious disease

| | | |
|--------------------|--|-------------|
| Project #1 | Operational Coordination | \$70,000.00 |
| DESCRIPTION | The goal of this project is to maintain and enhance operational coordination in Spokane County and Homeland Security Region 9. The region will continue to address hazmat incident response capability. Funding will be used for hazmat training. The desired outcome is to continue to establish and maintain a unified and coordinated operational structure and processes that appropriately integrate all critical stakeholders and supports the execution of core capabilities in preparedness and response to terrorism and all-hazard events. | |

EXHIBIT "B"
BUDGET

FFY16 Homeland Security Grant Program Budget Summary

**The City of
Spokane**

**Contract #:
GSEM-1611**

| Category | Planning Current | Admin/Mgmt Current | Exercise Current | Training Current |
|---------------------------------|-----------------------------|-------------------------------|-----------------------------|-----------------------------|
| Salaries & Benefits | | | | \$70,000 |
| Overtime | | | | |
| Consultant/ Sub- Contracting | | | | |
| Goods and Services | | | | |
| Travel and Per Diem | | | | |
| Total | | | | \$70,000 |

FFATA FORM

| | | | | |
|---|---------------------------------|--|--------------------------------|--|
| Subrecipient Agency: The City of Spokane | | | | |
| Grant and Year: FY16 SHSP | | Agreement Number: | | |
| Completed by: | | | | |
| <i>Name</i> | <i>Title</i> | <i>Telephone</i> | | |
| Date Completed: | | | | |
| STEP 1 | | | | |
| Is your grant agreement less than \$25,000? | YES <input type="checkbox"/> | STOP, no further analysis needed, GO to Step 6 | NO <input type="checkbox"/> | GO to Step 2 |
| STEP 2 | | | | |
| In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding? | YES <input type="checkbox"/> | GO to STEP 3 | NO <input type="checkbox"/> | STOP, no further analysis needed, GO to Step 6 |
| STEP 3 | | | | |
| In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding? | YES <input type="checkbox"/> | GO to STEP 4 | NO <input type="checkbox"/> | STOP, no further analysis needed, GO to Step 6 |
| STEP 4 | | | | |
| Does the public have access to information about the total compensation* of senior executives in your organization? | YES <input type="checkbox"/> | STOP, no further analysis needed, GO to step 6 | NO <input type="checkbox"/> | GO to STEP 5 |
| STEP 5 | | | | |
| Executive #1 | Name: | | | |
| | Total Compensation amount: \$ | | | |
| Executive #2 | Name: | | | |
| | Total Compensation amount: \$ | | | |
| Executive #3 | Name: | | | |
| | Total Compensation amount: \$ | | | |
| Executive #4 | Name: | | | |
| | Total Compensation amount: \$ | | | |
| Executive #5 | Name: | | | |
| | Total Compensation amount: \$ | | | |
| STEP 6 | | | | |
| If your organization does not meet these criteria, specifically identify below <u>each</u> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u> | | | | |

Signature: _____

Date: _____

* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open><http://www.hrsa.gov/grants/ffata.html><http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf><http://www.grants.gov/>

2 CFR Part 200 Subpart F Audit Certification Form

Audits of States, Local Governments, Indian Tribes and Non-Profit Organizations

| Contact Information | |
|--|----------|
| Subrecipient Name: The City of Spokane | |
| Authorized Chief Financial Officer: | |
| Address: | |
| Email: | Phone #: |

Purpose: As a pass-through entity of federal grant funds, SPOKANE COUNTY and/or the Washington State Military Department is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by SPOKANE COUNTY and/or the Washington State Military Department because it is a non-federal entity that expends federal grant funds received from SPOKANE COUNTY as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

Directions: As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this form. If your entity **is** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs and suspension or termination of federal awards.

| SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F |
|--|
| Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply): |
| <input type="checkbox"/> We did not expend \$750,000 or more of <i>total</i> federal awards during the fiscal year. <input type="checkbox"/> We are a for-profit agency. <input type="checkbox"/> We are exempt for other reasons (describe): |
| However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that SPOKANE COUNTY and/or the Washington State Military Department may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds. |
| SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F |
| (Complete the information below and check the appropriate box) |
| <input type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date _____]. There were no findings related to federal awards from SPOKANE COUNTY/ Washington State Military Department. No follow-up action is required by SPOKANE COUNTY as the pass-through entity. A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at: http://www:_____. |
| <input type="checkbox"/> We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] _____ for Fiscal Year ending [enter date _____]. There were findings related to federal awards. A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the SPOKANE COUNTY Office of Financial Assistance, is enclosed or is available online at: |

http://www:_____.

- ☐ Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] _____ for Fiscal Year ending [enter date] _____. We will forward a copy of the audit report to SPOKANE COUNTY Office of Financial Assistance at that time or provide the state auditor report number: _____.

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from SPOKANE COUNTY/ Washington State Military Department until the grant agreement contract is closed.

Signature of Authorized Financial Official: _____ Date: _____

Print Name & Title: _____

Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form

| | | | |
|---------|---|--------------------------------------|--|
| NAME | | Doing business as (DBA) | |
| ADDRESS | Applicable Procurement or Solicitation #, if any: | WA Uniform Business Identifier (UBI) | Federal Employer Tax Identification #: |

This certification is submitted as part of a request to contract.

Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Bidder or Contractor Signature: _____ **Date:** _____

Print Name and Title: _____

Briefing on Fire Department Items for Public Safety Committee Meeting

April 17, 2017

Upcoming Council Agenda Items

Forest Land Response Agreement and Federal Grant Agreement

The SFD is requesting authorization to enter into Agreement 93-095492 with DNR for mutual assistance for wildland fires. The contract allows us to lend aid, and receive aid to DNR land and have access to State resources (like aircraft, bull dozers, etc) during wildland fires. (*Chief Brian Schaeffer*)

Medical Advisor Agreement

The existing contract for the SFD's Medical Advisor (Dr. Edminster) will be expiring in April. In preparation, Finance has issued an RFQ for the service. Fire Administration is requesting no changes to the existing contract, pending the selection of the successful Physician. (*Mike Lopez*)

Detox Services Contract:

A resolution has been prepared by Purchasing that identifies Spokane Treatment and Recovery Services (STARS) as the sole source provider for transportation of intoxicated citizens to the STARS treatment facility. Their service is specialized and very unique causing the Department to seek the sole source method for the contract. The resolution authorizes a five (5) year contract with an annual expenditure of \$100,000 per year. (*Mike Lopez*)

Infor Contract

The department is requesting authorization to renew the Annual Maintenance and Support agreement with our Computer Aided Dispatch (CAD) vendor *Infor Public Sector Inc.* The amount due is \$58,431.81 and agreement term is effective May 1, 2017 – April 30, 2018. (*Dusty Patrick*)

Electronic Patient Care Reporting Purchase:

The current EMS ePCR vendor has notified the department that they have stop supporting the existing system and the company is for sale. Additionally, the fire reporting system is two versions behind and the updates are expected to costly for software and for training. The department is pursuing a \$120,000 contract being prepared by Purchasing to allow the replacement of both its fire reporting software and EMS electronic patient record system by amalgamating both systems into one new vendor (ESO). Legal has approved the department to use an existing contract between ESO and the City of Vancouver, WA to purchase the software. Through the amalgamation of both systems into ESO, the department will see a reduction in IT efforts, interfaces, and maintenance fees. Additionally, the program brings the EMS reporting into compliance with the requirements of the National EMS Information System (3.0) and the vendor is required to merge all of the data from the previous system into ESO. (*Dusty Patrick*)

EMS PPE Blanket Contract:

A \$78,000 value blanket for the purchase of high-visibility EMS Personal Protective Equipment (PPE) for SFD's Firefighters and Paramedics has been prepared by Finance. The purchase utilizes a pre-existing contract through the Fire Rescue GPO, and funding is through the SIP Program. (*Deputy Chief Robert Ladd*)

Updates and Information:

The SFD was awarded a funding through the Department of Emergency Management for Clerical support at Fire Training Center \$10,998.

The SFD was awarded pass through funding from an Assistance to Firefighters Grant from the Spokane Valley Fire Department for an incident management training/subscription program. (We paid 10% match of \$5,272.20)

The SFD was awarded funding through Department of Emergency Management for the purchase of unstaffed aerial vehicle (UAV) for \$25,000 and \$20,000 for Hazmat Training

The SFD was awarded up to \$20,000 Grant for the replacement of emergency coordination center gate

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

10/09/2017

Date Rec'd

9/27/2017

Clerk's File #

ORD C35553

Renews #Submitting Dept

CITY COUNCIL

Contact Name/Phone

BEN STUCKART 6256269

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Special Budget Ordinance

Agenda Item Name

0320 HOPE WORKS HOMELESS SERVICES SBO

Cross Ref #Project #Bid #Requisition #Agenda Wording

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017,

Summary (Background)

The following changes are made to the 2017 Budget, FROM:0100-99999 General Fund 99999-Unappropriated Reserves \$37,000 TO:0300-53010- General Fund - 65410-54201-Human Services Homeless Services \$37,000 99999 This special budget ordinance provides additional resources for Hope Works Homeless Services

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance

ORLOB, KIMBERLY

Distribution List

Legal

PICCOLO, MIKE

tdunivant@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

drobole@spokanecity.org

Additional Approvals

jmallahan@spokanecity.org

Purchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

| | |
|--|--|
| | |
| | |
| | |
| | |

ORDINANCE NO. C35553

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days.

NOW, THEREFORE, the City of Spokane does ordain:

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

| | | | |
|-------|--------------------------------------|--|------------------|
| FROM: | 0100-99999 99999- | General Fund Unappropriated Reserves | <u>\$ 37,000</u> |
| TO: | 0300-53010- 65410-54201- 99999 | General Fund – Human Services Homeless Services | <u>\$ 37,000</u> |

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide additional resources for *Hope Works* Homeless Services; 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



Catholic Charities



Spokane



Hope Works Spokane

Spokane's innovative, collective, impact-driven panhandling solution.

Program Goal:

In order to address the issue of panhandling in Downtown Spokane in a positive way, we endeavor to begin the Hope Works Spokane program. This program will:

1. Give individuals who are panhandling the opportunity to experience the dignity of work and begin the process to better their own lives.
2. Connect our downtown panhandling population with much needed services and opportunities for stabilization.
3. Create an impactful, visible program to end panhandling and encourage potential citizens who donate to individuals who are panhandling about "better ways" to re-focus their own compassion and support for the men and women who are panhandling that they encounter in our city.

Program Description:

We intend to build the Hope Works Spokane program with a unique collaboration between the City of Spokane, the Downtown Spokane Partnership, Goodwill, and Catholic Charities. Partnering together; we desire to raise funds to cover staff, volunteer management, administration, insurance, and volunteer compensation for an eighteen-month pilot period. A van has been donated to this project from the Spokane Transit Authority. The van will have a highly visible wrap that announces and advertises the program to the entire community.

Two drivers begin by seeking people who are actively panhandling throughout the downtown core. The drivers, experienced with outreach and case management, interact with and ask the individuals if they would like to volunteer for the day and receive a stipend in exchange. If they say yes, they join the van. If they say no, they are given a resource card and encouraged to stop by local agencies for additional assistance. An attempt to gather information regarding why they are choosing not to work will be made.

Once the van is full (we have limited it to 6 people for health, safety and budgetary reasons), individuals are transported to designated worksites that are chosen by the City's Parks and Recreation, Streets or Solid Waste departments. Volunteers are provided with a sack lunch, water, and snacks while they are working. After the volunteer shift ends, individuals are transported to Goodwill where they receive a gift card or other stipend at the end of the day. Individuals are also provided with additional information about how to access employment services, treatment, emergency food/shelter, and subsidized housing. All interactions are documented in order for data to be accumulated to track the success of the program.

Outcomes:

We believe we can reduce the amount of panhandling in the downtown core as well as provide more ways to interact with and connect with the panhandling population. Providing an option for work will allow our future clients to begin the process of stabilizing their lives by slowly regaining confidence in their ability to be a part of the workforce and better their own lives.

We also believe that in the process, the high visibility and potential for success will assist us in educating the community about the need to re-focus their compassion and generosity away from donating to panhandling and towards projects, programs, and agencies that help this population and our homeless population in general, stabilize their lives for the long term.

“Hope Works Spokane” can also be an effective tool in helping the public to understand the realities of homelessness and poverty in our city. Better understanding leads to greater opportunities for our citizens to become involved in serving those in need in a more meaningful way.

Data Collection Points:

Jobs & Work

- Number of individuals who are asked to work (if they do not, data is collected as to why)
- Number of individuals who partake in volunteering
- Total number of volunteer hours
- Number of “day jobs” given
- Employment obtained

Service Connections

- Number of contacts (whether or not they volunteer)
- Connected to services (housing, employment, mental health, substance abuse treatment, etc.), number and each service

Beautification Impact

- Number of city blocks (or areas) cleaned
- Pounds of waste/litter/weeds cleared

Calls & Donations

- Number of assistance calls
- Donations from community to the program, number or amounts

18-month BUDGET NARRATIVE: Hope Works Spokane
(Tentative Pilot Period: February 1, 2018 – July 31, 2019)

BACKGROUND

Hope Works Spokane is a collaborative effort on the part of the City of Spokane, the Downtown Spokane Partnership, Goodwill, and Catholic Charities to address panhandling within the City's downtown core. The pilot program design is based loosely on the City of Albuquerque's "There's a Better Way" Campaign to curb panhandling. The goal of Hope Works Spokane will be to provide employment alternatives to panhandlers and to generate additional financial support for social service providers.

Personnel Costs

The draft budget includes two part-time positions (1 FTE). This includes a Case Manager who will have primary responsibility for the daily operation and supervision of program participants. A Job Coach will also provide assistance with recordkeeping, reporting, and other clerical duties. A portion of a Regional Manager's time has been allocated for oversight and coordination of the project. The length of time budgeted for personnel includes a 19-month period to allow for necessary onboarding and pilot closeout duties.

| | | |
|-------------------------------|--|---------------------|
| Case Manager/Site Coordinator | (.50 FTE at \$17.00/hour; 1,646 hours) | \$ 27,982.00 |
| Job Coach/Van Driver | (.50 FTE at \$14.00/hour; 1,646 hours) | <u>\$ 23,044.00</u> |
| | Subtotal | \$ 51,026.00 |
| Start-Up Time | 160 hours Regional Manager (in-kind from Goodwill) | \$ 5,108.00 |
| Oversight | 10% of Regional Manager | <u>\$ 9,267.00</u> |
| | Subtotal | \$ 14,375.00 |
| FICA | (7.65% of gross salaries) | \$ 4,612.00 |
| WA Workers Compensation | (5.8% of gross salaries) | <u>\$ 3,497.00</u> |
| | Subtotal | \$ 8,109.00 |
| <hr/> Total Personnel Costs: | | <hr/> \$ 73,510.00 |

Operating Costs

Occupancy/Rent – Rent and utility costs are calculated based on cubicle square footage at \$2.50/square foot. The standard sized cubicle in the Goodwill Administration Building is 88 square feet. This rate includes all utilities and building overhead. There will be 1 cubicle assigned to the Hope Works Program. This calculates out to \$220/month for 19 months and will be provided by Goodwill as an in-kind contribution. \$ 4,180.00

Telephone & Communications – The Case Manager will be required to carry a cell phone to remain in contact with administrative staff. The reimbursement rate is currently \$50/month. \$ 900.00

Supplies – Tangible items not considered to be equipment. This will include hand tools, work gloves, garbage bags, etc. This expense is calculated at \$100/month. \$ 1,800.00

Mileage - (78 weeks x 65 miles/week (average) x .535/mile) \$ 2,700.00

| | |
|--|---------------------|
| Travel Maintenance & Repair – Vehicle service and maintenance to include oil changes, tires, and scheduled service. This expense is calculated at approximately \$100/quarter. | \$ 600.00 |
| Other (Computer/Printer/Phone) – Office equipment assigned to the program. | \$ 1,200.00 |
| Other (Marketing) – Initial program messaging and materials to share with the community. | \$ 2,500.00 |
| Insurance & Licenses – Standard automobile liability coverage and vehicle registration. | \$ 1,300.00 |
| Total Operating Costs: | \$ 15,180.00 |

Vehicles and Equipment

| | |
|---|--------------|
| A van has been donated to this project from Spokane Transit Authority. | \$ 7,000.00 |
| Trailer, outfitting, and a wrap for the van has been anonymously donated to this project. | \$ 12,000.00 |

Professional Services

| | |
|--|-------------|
| Goodwill's Career Center Specialists will be available to assist participants with online research, job applications, resume building, and obtaining identification needed for employment purposes. This is provided by Goodwill as an in-kind contribution. | \$ 7,373.00 |
|--|-------------|

Direct Financial Assistance

| | |
|---|--------------|
| Client Services will be provided to a minimum of 100 participants. This estimate is based upon an average of 8 working days per participant (5 hours a day). Participation shall be on a voluntary basis and compensation will be in the form of gift cards, clothing vouchers, or other in-kind services. | \$ 46,215.00 |
|---|--------------|

| | |
|--|-------------|
| Direct Financial Assistance may also include supportive services expenses such as transportation (bus passes), IDs, clothing, and other items as needed. | \$ 7,500.00 |
|--|-------------|

Administration

| | |
|--|-------------|
| A 10% Modified Total Direct Cost rate (MTDC) is included to cover all administrative expenses. MTDC is calculated using direct personnel and operating costs. MTDC does NOT include vehicles and equipment, professional services, or direct financial assistance. (\$73,510.00 plus \$15,180.00 x 10%) | \$ 8,869.00 |
|--|-------------|

Summary:

| | |
|-----------------------------|---------------------|
| Personnel Costs | \$ 73,510.00 |
| Operating Costs | \$ 15,180.00 |
| Vehicles and Equipment | \$ 19,000.00 |
| Professional Services | \$ 7,373.00 |
| Direct Financial Assistance | \$ 53,715.00 |
| Administration | <u>\$ 8,869.00</u> |
| TOTAL PROJECT COSTS | \$177,647.00 |

**Note: Jonathan Mallahan agreed (verbally) to pay for the tipping fees at Solid Waste.*

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

10/09/2017

Date Rec'd

9/27/2017

Clerk's File #

ORD C35554

Renews #

Submitting Dept

FIRE

Cross Ref #

Contact Name/Phone

BRIAN 625-7001

Project #

Contact E-Mail

BSCHAEFFER@SPOKANEFIRE.ORG

Bid #

Agenda Item Type

Special Budget Ordinance

Requisition #

Agenda Item Name

1970 SBO DEM HAZMAT TRAINING GRANT

Agenda Wording

Amending Ordinance No. C-35484 and appropriating fund in the Fire/EMS Fund. This amendment will add revenue and expenses in the Fire/EMS Budget for the DEM Hazmat Training Grant that was awarded by Spokane County Department of Emergency Management.

Summary (Background)

Spokane County Department of Emergency Management (DEM) has awarded these grant funds to be used for Hazmat Training from 9/1/17 through 11/30/17.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Expense \$ 70,000

1970-93519-22200-51215-99999

Revenue \$ 70,000

1970-93519-99999-33397-99999

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SCHAEFFER, BRIAN

Study Session

PSC 4/17/17

Division Director

SCHAEFFER, BRIAN

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

dstockdill

For the Mayor

DUNIVANT, TIMOTHY

Korlob

Additional Approvals

Klamoreaux

Purchasing

ORDINANCE NO C35554

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Fire/EMS 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 Fire/EMS Fund, and the budget annexed thereto with reference to the Fire/EMS Fund, the following changes be made:

| | | | |
|-------|-------------|---------------------------|------------------|
| FROM: | 1970-93519 | Fire/EMS Fund | |
| | 99999-33397 | Dept of Homeland Security | <u>\$ 70,000</u> |
| TO: | 1970-93519 | Fire/EMS Fund | |
| | 22200-51215 | Overtime - uniform | <u>\$ 70,000</u> |

:

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for the DEM Hazmat Training Grant, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

10/09/2017

| | |
|-----------------------|---------------|
| <u>Date Rec'd</u> | 9/5/2017 |
| <u>Clerk's File #</u> | RES 2017-0087 |
| <u>Renews #</u> | |

| | | | |
|---------------------------|---|----------------------|--|
| <u>Submitting Dept</u> | CITY COUNCIL | <u>Cross Ref #</u> | |
| <u>Contact Name/Phone</u> | BEN STUCKART 6256269 | <u>Project #</u> | |
| <u>Contact E-Mail</u> | AMCDANIEL@SPOKANECITY.ORG | <u>Bid #</u> | |
| <u>Agenda Item Type</u> | Resolutions | <u>Requisition #</u> | |
| <u>Agenda Item Name</u> | 0320 SPOKANE FALLS BUILDING HEIGHTS REPORT RESOLUTION | | |

Agenda Wording

A RESOLUTION RECOGNIZING THE SPOKANE FALLS BUILDING HEIGHTS WORKING GROUP REPORT, WHICH PROVIDES DIRECTION FOR FUTURE DOWNTOWN PLANNING ACTIVITIES AS WELL AS PRIORITIES INVOLVING FUTURE DEVELOPMENT CODE AMENDMENTS.

Summary (Background)

This resolution adopts "Building Heights on Spokane Falls Boulevard" as the written record of the Stakeholder Working Group's work. It directs staff to move forward with code amendments that would create greater flexibility in building design within the DTC-100 zone, while remaining consistent with existing goals and policies reflected in the "Shaping Spokane Comprehensive Plan for the City of Spokane" and "Fast Forward Spokane Downtown Plan Update".

| | | |
|-----------------------------|--------------------|--------------------------------|
| <u>Fiscal Impact</u> | Grant related? NO | <u>Budget Account</u> |
| | Public Works? TEST | |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| Select \$ | | # |
| <u>Approvals</u> | | <u>Council Notifications</u> |
| <u>Dept Head</u> | MCDANIEL, ADAM | <u>Study Session</u> August 31 |
| <u>Division Director</u> | | <u>Other</u> |
| <u>Finance</u> | ORLOB, KIMBERLY | <u>Distribution List</u> |
| <u>Legal</u> | DALTON, PAT | tblack@spokanecity.org |
| <u>For the Mayor</u> | DUNIVANT, TIMOTHY | lkey@spokanecity.org |
| <u>Additional Approvals</u> | | jrichman@spokanecity.org |
| <u>Purchasing</u> | | |
| | | |
| | | |
| | | |



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This resolution also recognizes the Working Group's recommendations for additional long term policies as requiring further evaluation and consideration, most appropriately through the 2018 Downtown Plan Update process.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

| | |
|--|--|
| | |
| | |
| | |
| | |

RESOLUTION NO. 2017-0087

A RESOLUTION RECOGNIZING THE SPOKANE FALLS BUILDING HEIGHTS WORKING GROUP REPORT, WHICH PROVIDES DIRECTION FOR FUTURE DOWNTOWN PLANNING ACTIVITIES AS WELL AS PRIORITIES INVOLVING FUTURE DEVELOPMENT CODE AMENDMENTS.

WHEREAS, the Downtown Spokane Partnership and interested property owners approached the Spokane City Council requesting a reassessment of City policies and Development Code height restrictions in the DTC-100 zone; and

WHEREAS, the City of Spokane Comprehensive Plan recognizes Downtown as a “Regional Center”; policy ED 3.10, Downtown Spokane states: “Promote downtown Spokane as the economic and cultural center of the region.” and

WHEREAS, the Downtown Plan “*Fast Forward Spokane Downtown Plan Update*” was adopted by the City and incorporated into the Comprehensive Plan by reference in 2008; and

WHEREAS, the Downtown Plan, “*Fast Forward Spokane Downtown Plan Update*” (2008) identifies several properties located within this zone as “catalytic opportunity sites”; and

WHEREAS, on March 22, 2017, the City Council President asked the Plan Commission to form an ad hoc committee to review the City’s existing height restrictions in the DTC-100 zone; and

WHEREAS, pursuant to this request, the Plan Commission formed an ad hoc committee of stakeholders (“Stakeholder Working Group”) and approved a project Charter for the working group to review existing Spokane Falls Boulevard building height limits; and

WHEREAS, the Planning Department secured the services of a Mark Hinshaw, Walker Macy (“the consultant”), to assist the working group in its review of the existing height restrictions and formulation of alternatives; and

WHEREAS, the Stakeholder Working Group met four times to discuss this matter on May 16, June 6, June, 13 and June 27, 2017; and

WHEREAS, following the completion of the working group’s review, planning staff prepared a draft report titled “*Building Heights on Spokane Falls Boulevard*” dated

August 2017 and presented the report to the Plan Commission on August 9, 2017 during a workshop and appended as "Exhibit A"; and

WHEREAS, the draft report documents the Stakeholder Working Group's recommended direction for City decision-makers as they consider future changes to the Downtown Plan policy, development regulations, and implementation measures, specifically as they relate to future actions in the vicinity of Spokane Falls Boulevard in the area currently zoned DTC-100; and

WHEREAS, the Plan Commission reviewed the report at their August 9, 2017 meeting and approved a motion to recommend that the City Council recognize this work as well as consider some additional recommendations; this motion and recommendation is recorded in the minutes of August 9, 2017 and appended as "Exhibit B"; and,

WHEREAS, on August 31, 2017, during the Council's regularly scheduled study session the Planning Director briefed the City Council on the report; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the report "*Building Heights on Spokane Falls Boulevard*" is recognized as a written record of the Stakeholder Working Group's work; and,

BE IT FURTHER RESOLVED THAT CITY COUNCIL HEREBY directs staff to move forward with code amendments that would create greater flexibility in building design within the DTC-100 zone, while remaining consistent with existing goals and policies reflected in the "*Shaping Spokane Comprehensive Plan for the City of Spokane*" and "*Fast Forward Spokane Downtown Plan Update*"; and,

BE IT FURTHER RESOLVED THAT CITY COUNCIL HEREBY recognizes the Working Group's recommendations for additional long term policies as requiring further evaluation and consideration, most appropriately through the 2018 Downtown Plan Update process.

ADOPTED by the City Council this _____ day of _____, 2017.

City Clerk

Approved as to form:

Assistant City Attorney

BRIEFING PAPER
Building Heights on Falls Boulevard
City Council Resolution
October 9, 2017

Subject: Spokane Falls Boulevard Building Heights, August 2017 final draft report documenting the work of the Spokane Falls Building Heights Stakeholder Working Group which concluded meeting on June 27, 2017. The Plan Commission was briefed on this report on August 9, 2017. PED was briefed on August 31, 2017. The [project page](#) has additional documentation and the full report.

Background:

On March 22, 2017, Council President Stuckart and Downtown Spokane Partnership requested that the Spokane Planning Commission undertake a study to evaluate building height limits along Spokane Falls Boulevard as a disincentive for redevelopment of surface level parking lots. With a \$65 million investment in redevelopment of Riverfront Park underway, and unprecedented investment in Downtown Spokane currently underway, the timing is ripe for redevelopment of surface level parking lot uses adjacent to Riverfront Park. According to David Peterson, representing the property owners associated with those surface level parking lots across from Riverfront Park, height limits adopted in 2009, following the Downtown Plan Update, have proved to be an obstacle to redevelopment of the very sites identified as “catalytic opportunity sites” in that Downtown Plan Update.

On April 12, 2017, the Spokane Plan Commission approved a project charter to study of the Spokane Falls Boulevard Building Heights Limits. The charter envisioned convening a Stakeholder Work Group to review existing City code and policy, and to recommend a framework for possible revisions to code that were consistent with existing Comprehensive and Downtown Plan policies, and/or recommend a scope for policy revisions to be considered through the 2018 Downtown Plan Update. The Spokane Falls Boulevard Building Heights Work Group met four times, and with the input and support of consultant Mark Hinshaw, identified some recommendations that included a framework for some short term code amendments to increase flexibility and incentivize development, as well as some additional recommendations for consideration in the long term. The attached report encapsulates the information evaluated by the work group, and their recommendations.

Work Group Recommendations:

The Work Group recommended a framework for amending SMC standards for building height bonuses within the DTC-100 zone (which is located only along Spokane Falls Boulevard) in the near future. The recommended framework is intended to incentivize residential development in that area, to activate the street, and to create economically feasible redevelopment opportunities, while minimizing the impacts to light, air, vistas, and shade in the park,

particularly along the Howard Street Promenade.

The Work Group also provided several longer term recommendations, to include planning for coordinated streetscape elements along Spokane Falls Boulevard; considering the potential elimination of the DTC-100 zone altogether, as part of the 2018 Downtown Plan Update; and, a review of the Downtown design standards and guideline, including a study of height and massing, as part of the Downtown Plan Update scope, or through a subsequent strategic action, assuming adequate budget and time.

Plan Commission Recommendations:

The Plan Commission during a workshop at their regularly scheduled meeting on August 9, 2017 received a staff presentation on the findings of the report. Mark Richard, Downtown Spokane Partnership also spoke to the Plan Commission and requested that the Plan Commission forward recommended amendments to the report. The Plan Commission made motions to: 1. Strike the reference to “corporate office, banks, and financial institutions do not qualify as retail space”; and 2) “floor plate above 100 feet should not be larger than 18,750 sq. ft.” The meeting minutes of the Plan Commission on August 9, 2017 are included in this packet.

Action Requested:

A Resolution recognizing the work of the group and the draft report has been prepared by planning staff and will be before City Council on September 25, 2017. This resolution directs staff to work on code amendments prior to the completion of the Downtown Plan Update which is anticipated in 2018.

If the City Council would like to recognize the Plan Commission’s motion, staff recommend that the following text be inserted onto page 25 of the report:

The Plan Commission, at a workshop review session on August 9, 2017 with input from the Downtown Spokane Partnership, unanimously recommended that the City Council recognize the work of the Spokane Falls Building Heights Working Group and the report. Additionally the Plan Commission finds that the recommendation to encourage vitality at street level retail be modified to strike the reference to “corporate office, banks, and financial institutions” and additionally the Plan Commission recommended that the floor plate above 100 feet should not be larger than 18,750 square feet. The City Council recognizes that additional public comment and input will be sought on these development standards during the code adoption process.



**PLANNING & DEVELOPMENT
SERVICES**
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3329
509.625.6300
FAX 509.625.6013
my.spokanecity.org

July 25, 2017

Dear Plan Commissioners and Members of the Spokane Falls Building Heights Working Group,

Spokane is experiencing an unprecedented level of public and private investment in growing our community public spaces, infrastructure and businesses. To date, over \$311 million in public and private investment has occurred in Spokane. This figure matches the total annual investment in 2015. The City is focused on supporting an environment to create economic opportunity and strong neighborhoods to facilitate continued growth. The public's overwhelming support for a \$60 million update to Riverfront Park and over \$25 million annual investment in the City's integrated capital plan represents the enthusiasm Spokane has for our bright future.

In addition to investing in public spaces, responding to market forces in a timely way is necessary to create economic opportunity. To that end, I want to thank you for your effort and excellent work as an ad hoc committee of the Plan Commission to explore the height and area limitations currently in place in the core of our City, which limit development opportunities for surface parking lots adjacent to the region's premier park.

Staff have prepared a report dated August 2017 that recounts your work and documents the issues. On behalf of Mayor Condon's Administration, I would like to voice our support to update development regulations to allow for the maximum size floor plate considered by the committee with the restriction that relief for building height limitations be tied to residential uses. The City's Comprehensive Plan and the Downtown Plan prioritize economic development and housing density. By inventing housing development near Riverfront Park, the planned STA central city line and the Downtown retail core, the goals set out by the citizens of Spokane are furthered.

Thank you for your thoughtful consideration of this issue and our input on this topic. The opportunity is now, while the market for residential expansion is in high demand, to support productive redevelopment of surface parking lots into housing that continues to energize Downtown Spokane.

Sincerely,

Jonathan Mallahan
Director of Neighborhood and Business Services
jmallahan@spokanecity.org

BUILDING HEIGHTS ON SPOKANE FALLS BOULEVARD

DRAFT Report - August 2017

City of Spokane Planning Department



Building Heights on Spokane Falls Boulevard:

A Study Into the Challenges and Opportunities of the Spokane Municipal Code, the Downtown Plan, and the Development Requirements of the City of Spokane as they Apply to Shading on Riverfront Park



Prepared by the Planning and Development Department
City of Spokane, 808 W. Spokane Falls Blvd., 99201
Summer, 2017

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| Part II | Project Initiation and Plan Commission | P. 3 |
| Part III | Code and Policy Study | P. 7 |
| Part IV | Technical Analysis | P. 15 |
| Part V | Findings and Recommendations | P. 19 |

Appendix A - Original Letter and Email Requesting Consideration

Appendix B - Updated Shading Study

Appendix C - Working Group Figures and Exhibits

Appendix D - Working Group Agendas

PART I

Introduction

On March 22, 2017, Council President Ben Stuckart and the Downtown Spokane Partnership requested that the Spokane Plan Commission undertake a study to evaluate building height limits along Spokane Falls Boulevard as a disincentive for redevelopment of surface level parking lots. With a \$65 million investment in redevelopment of Riverfront Park as well as an unprecedented investment in Downtown Spokane currently underway, the timing is ripe for redevelopment of surface level parking lot uses adjacent to Riverfront Park. According to Mr. David Peterson, representing the property owners associated with those surface level parking lots across from Riverfront Park, height limits adopted in 2009 following the Downtown Plan Update have proved to be an obstacle to redevelopment of the very sites identified as “catalytic opportunity sites” in that Downtown Plan Update.

On April 12, 2017, the Spokane Plan Commission approved a project charter to study Spokane Falls Boulevard Building Height Limits. The charter envisioned convening a stakeholder working group to review existing City code and policy, and to recommend a framework for possible revisions to code that were consistent with existing Comprehensive and Downtown Plan policies, and/or recommend a scope for policy revisions to be considered through the 2018 Downtown Plan Update. The Spokane Falls Boulevard building heights working group met four times. With the input and support of consultant Mark Hinshaw they identified some recommendations that included a framework for some short-term code amendments to increase flexibility and incentivize development, as well as some recommendations for consideration in the long term.

Executive Summary

This report encapsulates the information evaluated by the working group, and their recommendations. The report includes:

- An overview of the **Project Initiation**, including background on the initial request by the DSP, as initiated by the property owners' representative, and detailing the project process and scope;
- A **Code and Policy Study**, which provides a review of relevant goals and policy contained in the City of Spokane Comprehensive Plan and Fast Forward Spokane - the 2008 Downtown Plan Update, as well as the building height requirements contained in the Spokane Municipal Code (SMC);
- A **Technical Analysis**, which reviews previous and updated shading studies; and
- A **Finding and Recommendations** section, which summarizes the recommended framework for potential code amendments to bonus height allowances within the study area, as well as some longer-term recommendations and considerations for future implementation.

Specifically, the working group recommended a framework for amending SMC standards for building height bonuses within the DTC-100 zone (which is located only along Spokane Falls Boulevard) in the near future. The recommended framework is intended to incentivize residential development in that area, to activate the street, and to create economically feasible redevelopment opportunities while minimizing the impacts to light, air, vistas, and shade in the park, particularly along the Howard Street Promenade.

The Work Group also provided several longer-term recommendations, to include planning for coordinated streetscape elements along Spokane Falls Boulevard; considering the potential elimination of the DTC-100 zone altogether, as part of the 2018 Downtown Plan Update; and, a review of the Downtown design standards and guidelines, including a study of height and massing, as part of the Downtown Plan Update scope or through a subsequent strategic action, assuming adequate budget and time.

PART II

Project Initiation and Plan Commission

Summary of Request by DSP/Property Owner

Following a request by the City Council President, the Plan Commission heard a request by Mr. Mark Richard of the Downtown Spokane Partnership and Mr. David Peterson of Goodale & Barbieri, representing owners of some properties located on Spokane Falls Boulevard within the DTC-100 zone, asking the City to eliminate the height requirements within the DTC-100 zone. Those height requirements currently state that buildings over 100 feet in height must step back from the park in order to protect sunlight in the park.

In a letter from Mr. Peterson¹ and an email from Mr. Richard², both to Council President Stuckart, Mr. Richard and Mr. Peterson asserted that the current standard, which requires that buildings over 100 feet be stepped back by 15 feet for each additional story in height above 100 feet, is detrimental to fostering development of remaining surface parking lot parcels along the south side of the park. They stated that the limitation of heights in this location had already precluded a single development proposal for the property at the corner of Spokane Falls Boulevard and Stevens Street. They were concerned that the building height requirements were “hindering development and creating unintended consequences for residential housing and commercial development.”

In Mr. Peterson’s letter to President Stuckart, he made the following assertions regarding the height limitations:

- Restriction in height was inconsistent with the intent of the zoning code to “prevent uncontrollable outward growth.”
- Building height restrictions cause underinvestment in land improvement.
- Higher densities boost transit usage.
- High-rise development downtown would:
 - Increase local employment;
 - Enhance retail demand downtown;
 - Support entertainment venues; and,
 - Create a sense of place.

¹ Letter from Mr. David Peterson to President Ben Stuckart, January 26, 2017.

² Email dated January 30, 2017.

In an email from Mr. Richard to the Council President, Mr. Richard directly requested that the height limitation imposed by the SMC, as called for in Fast Forward Spokane, the 2008 update to the Downtown Plan, be removed entirely as it is preventing development of downtown.

Summary of Plan Commission Scope and Action

Following the request and presentation, the Plan Commission requested that Planning staff develop a scope to study and consider the request, including its potential policy ramifications, and to present that scope at the next earliest convenience. Following background research and study, Lisa Key, Planning Director for the City, presented a draft project charter at a Plan Commission workshop on April 12, 2017.

Table 1 - Working Group Members

| Name | Affiliation |
|-------------------------|--|
| Todd Beyreuther (Chair) | Plan Commissioner |
| Michael Baker | Plan Commissioner (alternate) |
| Chris Batten | Plan Commissioner |
| Christy Jeffers | Plan Commissioner |
| Greg Francis | Community Assembly |
| Chris Wright | Parks Board |
| Mark Richard | Downtown Spokane Partnership |
| Andrew Rolwes | Downtown Spokane Partnership (alternate) |
| Jim Price | Citizen Rep |
| Jim Kolva | Riverside Neighborhood |
| Lisa Key | Planning Director |
| Leroy Eadie | Parks Director |
| Gary Bernardo | Bernardo Wills Architects |
| Ann Martin | Heylman Martin Architects |
| David Peterson | Goodale & Barbieri |

Table 2 - Associated Officials/Staff

| Name | Department/Affiliation |
|----------------|--|
| Ben Stuckart | City Council |
| Susan Traver | Parks Board |
| Louis Meuler | Principal Planner |
| Tirrell Black | Associate Planner |
| Tami Palmquist | Associate Planner |
| Kevin Freibott | Assistant Planner |
| Omar Akkari | Urban Designer |
| Garrett Jones | Parks Planning and Development Manager |
| Julie Happy | Communications Manager |
| Sherri Vernon | Downtown Spokane Partnership |
| James Richman | Assistant City Attorney |

The project charter laid out a process for re-addressing the height limitation topic, utilizing a series of meetings with a multi-disciplinary project working group. The working group would meet a total of four times, in May through June of 2017, with the following goals:

Meeting 1 – Discuss background and project goals, walk the length of the project to familiarize the group with the topic.

Meeting 2 – Review possible alternative designs consistent with existing Comprehensive Plan and Downtown Plan policy, which could be addressed through code amendment. Discuss possible refinements to policy that could be contemplated as part of the Downtown Plan Update, or through a possible Comprehensive Plan Amendment.

Meeting 3 – Continue to refine topics discussed in Meeting 2. Develop draft recommendations for further refinement in Meeting 4.

Meeting 4 – Summarize findings of the analysis and compile final recommendations for report.

In order to facilitate the discussion, and to provide specialized expertise into design options addressing the unique concerns of development in these types of situations, the City secured the services of Mark Hinshaw of Walker-Macy under an existing professional services contract with the City.

Working Group Membership

Following direction from Plan Commission, the working group was established with the membership shown in **Table 1**. In addition to the working group, the persons listed in **Table 2**

contributed their time and expertise to the effort.

Report Preparation

At the end of the four meetings, the project scope and charter identified that a final summary report would be prepared by staff, and that the following items specifically would be included in this summary report:

- Review of existing policy, code, and design standards (Comprehensive Plan, Downtown Plan, SMC).
- Review of previous and updated shading studies and the effect of shading on the park/public uses.
- Design examples that fit the current policy.
- Potential code modifications/clarification that could be developed immediately (SMC), consistent with existing policy.
- Potential update/amendment to policy established in the Downtown Plan for possible consideration during 2018 Downtown Plan Update.
- Recommendations for additional/updated policy, code, and design standard guidance.

This report has been prepared according to those guidelines, and in consultation with concerned City Departments, as based upon input received by the working group in the above described meetings.

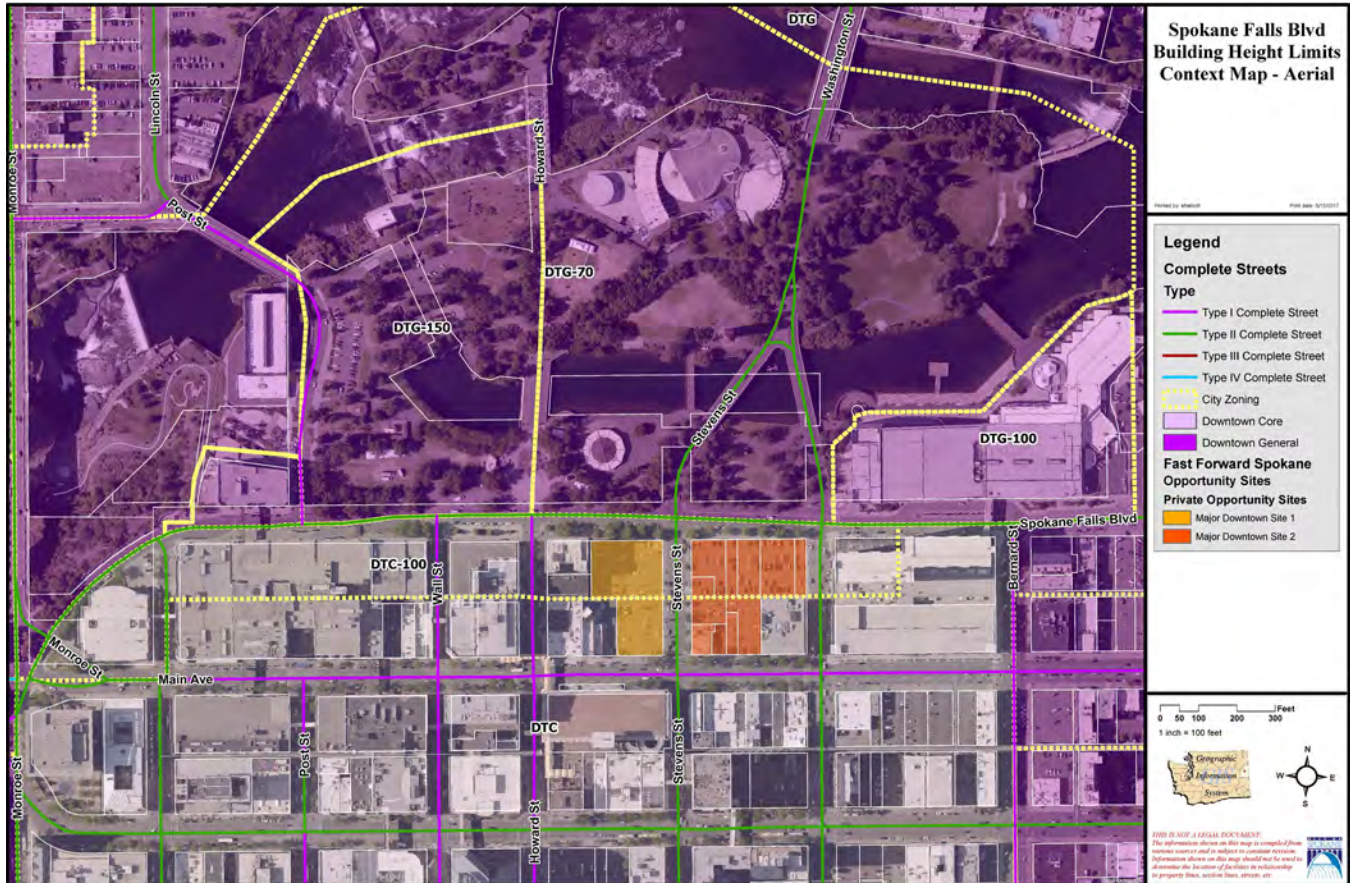


Fig. 1 - The map above provides an aerial overview of the study area for the working group. The orange and yellow shapes represent those properties most likely to develop in the near future, though this study considers the whole of the DTC-100 zone, not just those shapes.

PART III

Code and Policy Study

When addressing the topic of building heights in downtown Spokane, there are several levels of studies, policies, and standards to consider. This section gives a short summary of the pertinent documents and their directive and effect on building heights and shading.

Comprehensive Plan Policy and Direction

The work program that resulted in the creation of this report began shortly before approval of Shaping Spokane, the 2017 update to the City of Spokane Comprehensive Plan. Between the completion of the working group meetings and the finalization of this report, Shaping Spokane was approved by the City Council. As such, the following policy discussion includes minor changes to policies discussed by the working group.

Applicable Policies

The following policies are listed in the order they appear within the plan.

Land Use

Chapter 3, Land Use provides land use and development guidance in the City. The following policies relate directly to development standards and the promotion of development.

LU 2.2, Performance Standards

Employ performance and design standards with sufficient flexibility and appropriate incentives to ensure that development is compatible with surrounding land uses.

The discussion of this policy goes on to say that any such standards should address, among other topics, structural mass, open space, green areas, landscaping, and buffering. The discussion also gives allowance for “increased building height, reduced parking, and increased density, in exchange for development that enhances the public realm.”¹

LU 7.1, Regulatory Structure

Develop a land use regulatory structure that utilizes a variety of mechanisms to promote development that provides a public benefit.

The discussion of this policy goes on to state that incentives are a tool that can be used to encourage development with a public benefit aspect. It also states that regulations should be predictable, reliable, and adaptable to changing living and working arrangements. Those changes are cited as resulting from technological advances, not economic situations, though the discussion also states that regulations should be broad enough to encourage desirable development.

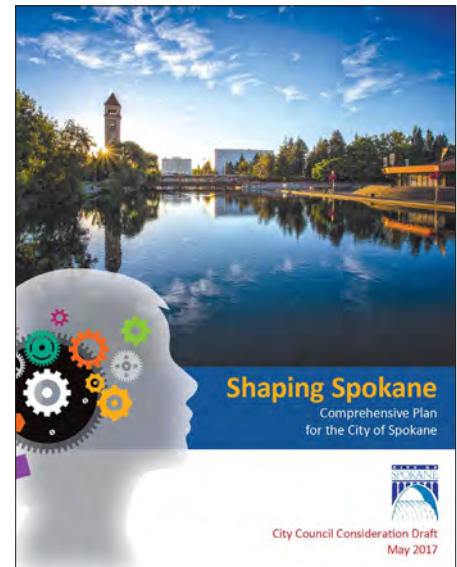


Fig. 2 - The City Council adopted the latest update to the Comprehensive Plan, known as “Shaping Spokane,” on June 26, 2017. The policy text discussed at right represents the latest language adopted by City Council. For full text of the Comprehensive Plan, see www.shapingspokane.org.

¹ Shaping Spokane, the Spokane Comprehensive Plan, Chapter 3, p. 3-17.

Economic Development

ED 3.10, Downtown Spokane

Promote downtown Spokane as the economic and cultural center of the region.

The discussion following speaks of continuing to support the revitalization of downtown, specifically as it relates to the development of housing and the expansion of job opportunities.

The Economic Development policy above provides direction to support and promote downtown – directly relating to the creation and ongoing update of the Downtown Plan.

Social Health

SH 6.3, Natural Surveillance

Design activities and spaces so that users of the space are visible rather than concealed.

The discussion under this policy centers on design features such as building orientation and design elements that encourage visibility and public interaction in public spaces, including the entrances/exits to public parks and open spaces.

Neighborhoods

N 1.1, Downtown Development

Develop downtown Spokane as the primary economic and cultural center of the region and provide a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents.

The discussion for this Policy centers on enhancing downtown and making it a “desirable neighborhood” with a stable resident population. Further, the discussion states that a healthy downtown neighborhood provides a needed market base for retail, services, etc.

Parks and Recreation

PRS 1.4, Property Owners and Developers

Work cooperatively with property owners and developers to preserve open space areas within or between developments, especially those that provide visual or physical linkages to the open space network.

The discussion under this policy states that the City should explore the use of incentives to protect open space, including the use of bonus densities and transfer of development rights.

PRS 2.3, Parks and Recreation Amenities

Continue to develop parks and recreation amenities that enhance the local economy.

The discussion centers on efforts in park and recreation amenities as they relate to value to both residents and visitors and their cumulative effect on the economy.

Policy Summary

The policies above clearly state that downtown is a key economic resource and development of downtown is important to realize the goals of the Comprehensive Plan. They go on to say that downtown development can be shaped by incentives, inclusion of public amenities, and a healthy residential component. Furthermore, the Comprehensive Plan gives clear direction that open spaces (and parks) are a valuable component of development, even within the downtown.

All subsequent planning, including the Downtown Plan and any other ancillary studies and plans (such as the City's Capital Improvement Plan, downtown parking standards, the Spokane Municipal Code) has been conducted according to and consistent with the Comprehensive Plan.

Downtown Plan

Plan for a New Downtown

The Downtown Plan, originally adopted by the City in 1999, lays out a vision and a path for development and enhancement of Downtown Spokane. The 1999 plan, titled "The Plan for a New Downtown," was created following an extensive public process that included close partnership with the Downtown Spokane Partnership (DSP) and the efforts and input of more than 1,500 members of the community. The downtown plan prepared then was found to be within the framework of the City's existing Comprehensive Plan and was subsequently incorporated by reference into that document – making it, functionally, a part of the Comprehensive Plan, with equal force and protection under State law.

The 1999 plan included many key points, including:

- Description of the downtown as the "center and focal point" of the City;
- The existence of a need for market rate housing downtown;
- A surplus of vacant land and surface parking in the downtown;
- The stated need to create a safe pedestrian-friendly street level environment;
- A vision for downtown that included a vision for Riverfront Park as "the 'Jewel' of the City . . . the heart of a growing and vital Downtown."

In specific relation to the topic under discussion, the original Downtown Plan discussed the need and intent to develop Howard Street as a "string of pearls," a central pedestrian element in the downtown. Discussion included development of enhanced pedestrian activity utilizing wide sidewalks, street furniture, public art, outdoor restaurants, and improvements in the sidewalk to building interface. Further, the plan discussed Spokane Falls Boulevard as a key east/west connection in the downtown. The plan expected new development and enhanced pedestrian amenities along Spokane Falls Boulevard.

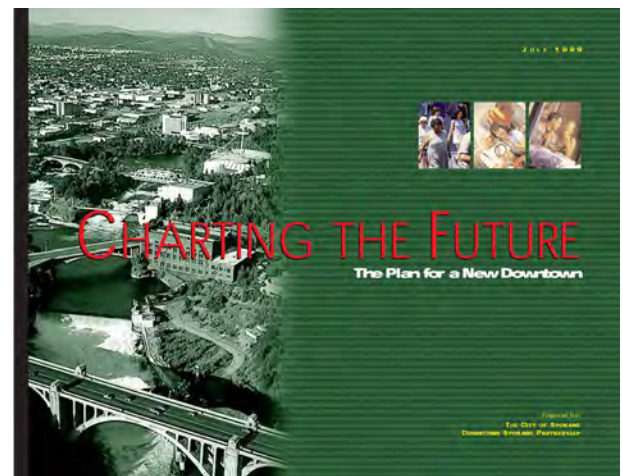


Fig. 3 - The original 1999 Downtown Plan, prepared after an extensive public process.

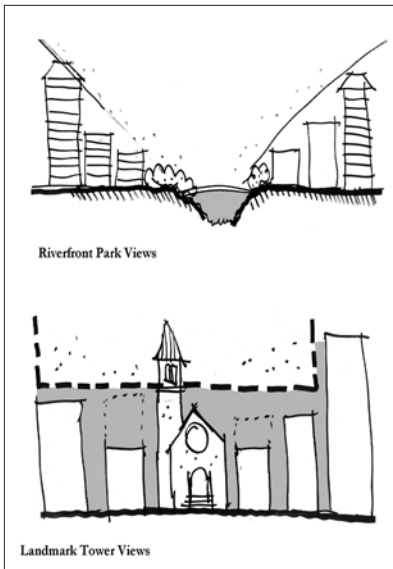


Fig. 4 - The 1999 Downtown Plan discussed views as they related to landmark towers as well as parks. While sunlight and shadows were discussed, the idea of limiting shade was not fully developed.

Building Height and Massing – 1999 Plan

The 1999 plan provided a short summary of past planning, which included a short discussion of the Olmsted Report of 1913, made to the Board of Park Commissioners.² In their Report on park opportunities and proposals within the City, the Olmsteds stated that not only was the control of building heights preferred in cities like Spokane, but that such controls should be enacted as soon as possible in order to avoid overcrowding the street and to minimize barriers to light and air at the ground level.

The Plan for a New Downtown built upon the statements of the Olmsteds and public input at the time the plan was written, stating that control of building heights could help allow penetration of sunlight and open views to vistas. Of specific discussion was maintaining views of Riverfront Park (Strategy 5.3) and views of landmark towers (Strategy 5.4). Most significantly to the topic of this report, the Riverfront Park Clock Tower was mentioned in particular.

Fast Forward Spokane – 2008 Update

In 2008 the City conducted the first update to the downtown plan, titled “Fast Forward Spokane.” This effort also utilized a massive public process to update the plan after its first ten years in action. Included in this update were the following changes:

- The downtown planning area was increased in size to cover the eastern part of Kendall Yards as well as a large portion of the University District south of the River.
- Strategies and discussion of “influence areas” adjacent to downtown but outside the downtown plan area.
- Leveraging key assets like: the river and Riverfront Park; the centennial trail; the convention center; the Davenport Hotel; the INB Performing Arts Center; the Spokane Arena; the downtown mall; and the city’s location and sense of history.
- A new vision statement for the downtown.
- Expansion on the idea of “green streets” into a true “Complete Streets” concept.
- New east-west links for circulation in addition to the Howard Street string-of-pearls concept from the original plan.
- Increased Transit.³



Fig. 5 - Adopted in 2008, Fast Forward Spokane represented the first update to the Downtown Plan. Development of the plan update included significant work on building mass and height. Likewise, code amendments made following the adoption of the plan update also included new standards for height and massing as well as minimization of shade on Riverfront Park.

² Prior to the formation of the Plan Commission, the Board of Park Commissioners served a similar role in the City of Spokane.

³ Fast Forward Spokane specifically included discussion of a light rail through downtown - a concept that has since been replaced by the Central City Line.

- Discussion of catalytic opportunity sites, one of which is located within the DTC-100 zone under discussion in this report (catalytic opportunity site 2).
- A series of new strategies for success, including: complete streets; public space improvements; multi-modal transportation; gateways, signage, and wayfinding; housing; environmental stewardship; economic development; arts, culture, and entertainment.

Major Downtown Sites 1 and 2 – Stevens Street and Spokane Falls Boulevard

Fast Forward Spokane identified nine catalytic opportunity sites and two catalytic opportunity zones within the plan area. According to the plan, these areas represent dynamic sites within the downtown that provide for an array of development potential. Each took into account both recent and possible future development in the vicinity as well as opportunities to build on that development and to align with desired built form of the site. Furthermore, each site had the potential to further and expand linkages within the downtown.



Fig. 6 - Fast Forward Spokane (2008) included a schematic drawing of potential development on the surface lots on the south side of Spokane Falls Boulevard at Stevens Street.

Major Downtown Sites 1 and 2 straddle either side of Stevens Street on the south side of Spokane Falls Boulevard.⁴ Site 1 represents the western side of Stevens Street and Site 2 the eastern. Both contained surface lots at the adoption of Fast Forward Spokane and both were envisioned by the plan for mixed use development. Conceptual plans for Site 1 on the west incorporated 65 parking spaces and 9,600 square feet of ground-floor retail. Site 1 was envisioned to contain 94,400 square feet of office space and between 56 and 64 dwelling units in a tower configuration above the retail. Similar to the west side of the street, the conceptual plans for Site 2 was envisioned to contain 31,000 square feet of retail and up to 136 parking spaces on the ground floor with another tower above containing 192,000 square feet of office and up to 64 dwelling units.

Height and Massing – 2008 Plan

The 2008 plan included a goal that states, "...foster and improve upon the unique, Downtown 'sense of place.'" Within the objectives of that goal was a requirement that development "strive to reasonably protect solar-access in key areas as well as view of key amenities." The strategies in the 2008 plan included a strong statement⁵ that:

⁴ Downtown sites 1 and 2 were originally identified in the 1999 plan but that plan did not include significant information on the disposition of those sites.

⁵ Fast Forward Spokane, 2008, p. 81, "Access to Views and Sunlight."

"The Spokane community expressed a strong desire to maintain maximum exposure to sunlight in significant public open spaces, such as Riverfront Park, by promoting buildings designed to reduce shadows."

In order to support the land uses and strategies identified in the 2008 plan, the plan included a number of necessary requisite actions. Among these was the creation of standards and guidelines to ensure consistent development with the plan. Strategy 10.2 of the Standards and Guidelines strategies states that the City should seek to modify its zoning regulations to be consistent with the downtown plan.⁶ As a result of that strategy, the City undertook an expansive public process to update its zoning regulations shortly after adoption of Fast Forward Spokane.

Other Relevant Policies

Downtown Plan Goal 2.2

Foster and improve upon the unique, Downtown "sense of place."

The following relevant objectives were listed under this policy:

- Design complimentary infill and restrict surface parking lots.
- Encourage increased density and smaller building footprints.
- Strive to protect solar-access in key areas, as well as views of key amenities.

Downtown Plan Goal 2.5:

Increase housing options Downtown and protect existing neighborhood character

The following relevant objective was listed under this policy:

- Develop mixed use neighborhoods within Downtown

Downtown Plan Goal 2.6

Incorporate sustainable practices in redevelopment efforts

The following relevant objectives were listed under this policy:

- Improve live/work balance by promoting Downtown living

During the preparation of code amendments following the adoption of Fast Forward Spokane in 2009, an Update Task Force was formed, which included representatives of the following organizations:

- Washington State University;
- Downtown Spokane Partnership;
- Sherry, Pratt, VanVoorhis Landscape Architects;
- NAC Architects;
- TerraBella, Inc.;
- Kolva & Associates;
- SRM Development;
- Heylman Martin Architects;
- Century 21 Real Estate;
- Kiemle and Hagood;

Spokane Municipal Code

Following adoption of Fast Forward Spokane, the City undertook a code review and update process with the goal of accommodating the land use and development concepts in the plan. This process was led by an "Update Task Force " who provided industry insight and experience to the process. During that process a new section was proposed for the SMC § 17C.124, titled "Downtown Zoning." This new section included specific development regulations in accordance with the Downtown Plan. Additional updates were made to various other related sections of the SMC (i.e. parking & loading, landscaping and screening) as well as updates to the downtown design

⁶ Ibid., p. 126.

guidelines and the design review process. Following 10 meetings of the task force, 2 public open houses, 7 workshops with the Plan Commission, and many smaller presentations and meetings with groups throughout the City, the City Council approved the changes in December, 2009.

As a result of that process, the following requirement was included as SMC 17C.124.220.E:

E. Additional Height Within Specific Height Designation Areas.

Additional stories for structures where the maximum height is specified with a dash after the zoning map symbol (i.e. DTG-70).

1. *One additional story is allowed for every fifteen feet of upper story structure stepback from a street lot line, up to the maximum number of stories allowed in the zone without a maximum height specified.*
2. *In the DTC-100 zone one additional story is allowed for every fifteen feet of upper story structure stepback from Spokane Falls Boulevard. There is no upper story structure stepback required from street lot lines that are not adjacent to Spokane Falls Boulevard after the first fifteen feet of upper story structure stepback from Spokane Falls Boulevard.*

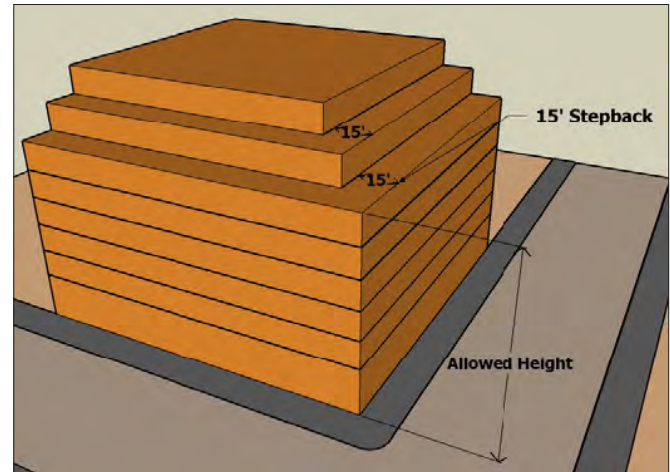


Fig. 7 - The exhibit above is currently included in SMC 17C.124.220.E and gives a single example of how a theoretical structure would comply with the height standards.

The intent of these standards was to accommodate development within the DTC-100 zone but also to minimize any shading impacts to the park, as requested by the public during the public participation process enacted during preparation of the code amendments.

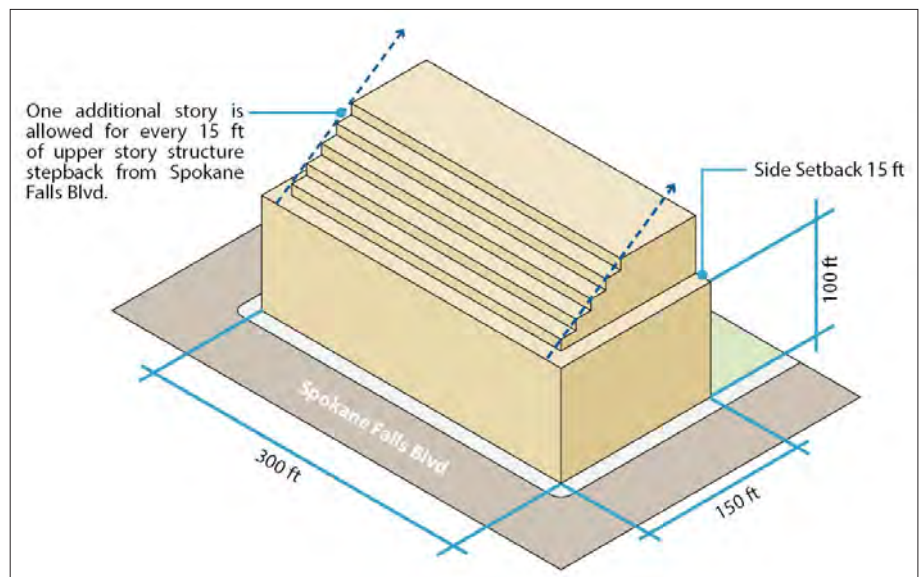
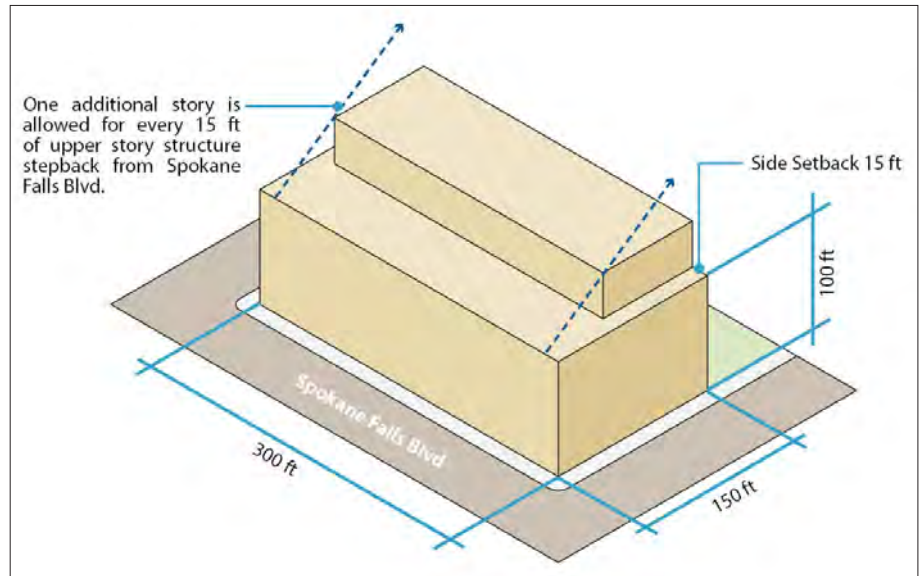
This section of the SMC also discusses height and massing for development outside the DTC-100 zone, including bonus heights for certain areas, provided that individual developments provide certain design features and amenities that provide for a public benefit, such as permanent affordable housing, street activating ground floor uses, alley enhancements, major public spaces/plazas, and a number of other similar features.⁷ However, the SMC expressly states that these kinds of bonuses are not available within downtown zones that include a specific height number in the zone name, such as the DTC-100 zone.⁸

Lastly, SMC 17C.124.220.B.1 contains a requirement that is key to the topic of discussion and the original request. It states:

"Changes to the height provisions are not allowed outside of a downtown plan update process."

⁷ SMC 17C.124.220.G

⁸ Ibid.



Figs. 8 and 9 - The two figures above were developed by City staff during the working group process to illustrate additional building envelopes that are allowed within the current SMC requirements. Analysis of the current SMC language indicated that the "wedding cake" shape shown in Figure 7 is not the only possible solution under the existing code.

PART IV

Technical Analysis

Multiple technical studies related to the effects of shading on Riverfront Park have been conducted by both the City of Spokane and other agencies such as the Downtown Spokane Partnership. As the goal of the Downtown Plan is to minimize shadowing on the park, these studies and analyses have historically been used to demonstrate the extent of shadowing and, in the case of specific development proposals, the increased shadowing created by certain developments.

Previous Shading Studies

Many shading studies have been conducted through the years since the Downtown Plan was updated in 2008. These were considered and discussed by the working group during their deliberations.

Fast Forward Spokane (2008)

During the code update process for Fast Forward Spokane, MIG (the consultant for the 2008 Downtown Plan Update) conducted multiple meetings regarding height and massing downtown. Included in this discussion was a number of sample shading diagrams showing the shadow profile of several theoretical developments in a downtown like Spokane's. Also included were digital video simulations of shadows as they progress throughout the day.

Davenport Grand Development Application (2013)

During its consideration of the Davenport Grand development application, the City considered the shading effects of the proposed design. Several models were produced showing the varied effects of shade from the proposed hotel on the park. An administrative interpretation was issued on September 24, 2013 by the Planning Director of the time, Mr. Scott Chesney. His interpretation found that the impacts to the park from the hotel would be minimal and the building was allowed to exceed the 100' building height limit provided that certain steps were taken to ensure shading would be minimized (i.e. the building was set back from Spokane Falls Boulevard above the first floor) and in consideration of the existing effects of the theater building to the north.



Fig. 10 - Sample shading from the schematic design for opportunity sites 1 and 2 presented during the 2009 code update process. MIG, the consultant on the Fast Forward Spokane update process, conducted several meetings on shading in the park, as shown here.

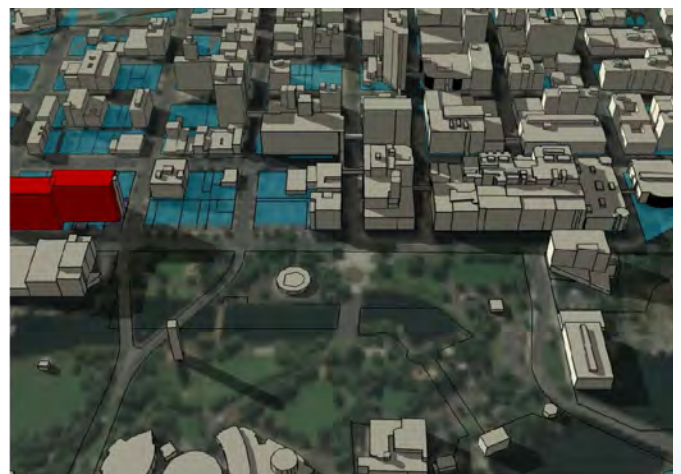


Fig. 11 - An excerpt from the Planning Director Decision in 2013 regarding the proposed (at the time) Davenport Grand development.

Updated Shading Study

City Study

As a part of the preparation of this report and the work of the working group, the City developed an updated shading study. The original study was augmented in order to account for new development and to correct certain modeling errors that were inherent in the original model (existing buildings that did not cast shadows but did not affect the overall park shading, etc.). With buildings modeled to 200 feet in height, shadows during the late fall and winter were extensive and would reach, in some cases, as far as the northern arm of the Spokane River. The addition of a 200-foot building on one of the surface lots within the DTC-100 zone would reach beyond that onto the bike/pedestrian trail on the north bank. However, such a building would not be allowed under current zoning.

The City-prepared shading study showed an important comparison between buildings built to the current code requirements (stepped back above 100' by 15' for each story) and those built to a theoretical worst case scenario of 200'. It was clear from this study that stepping back would have some effect in limiting shadows entering the park for those buildings. However, when compared to the shadows cast by existing development (or potential development of vacant lots fronting on Main Avenue, where there is no height restriction), the increased shaded area would be minimal in both cases.

For more images from this study, see the appendix to this report. Similar images are provided for different times and dates.



Fig. 12 - This excerpt from the City's updated shading study shows the existing shadow profile on March 20 at 3 PM. It is presented here as an example of typical afternoon shading.



Fig. 13 - This excerpt from the City's updated shading study shows the shadow profile on March 20 at 3 PM if new buildings were constructed on the two opportunity sites as well as the "Wheatland Bank" building, according to the current SMC height requirements. The "new" buildings' shadow profile is shown in purple.



Fig. 14 - This excerpt from the City's updated shading study shows the shadow profile on March 20 at 3 PM if new buildings were constructed at 200 feet, much taller than is currently allowed, and without the stepback currently required by code. The shadow profile of these taller towers is shown in blue.

Downtown Spokane Partnership Study

For the purposes of discussion and comparison, the Downtown Spokane Partnership presented its own shading study, conducted by NAC Architecture of Spokane. Their model differed slightly in that it used a twin tower configuration above 100' for the eastern property, showing that a light corridor would in fact sweep the park even if those two towers were 200' in height. The NAC study did not, however, show the effect of existing buildings surrounding the sites and their effect on shading.

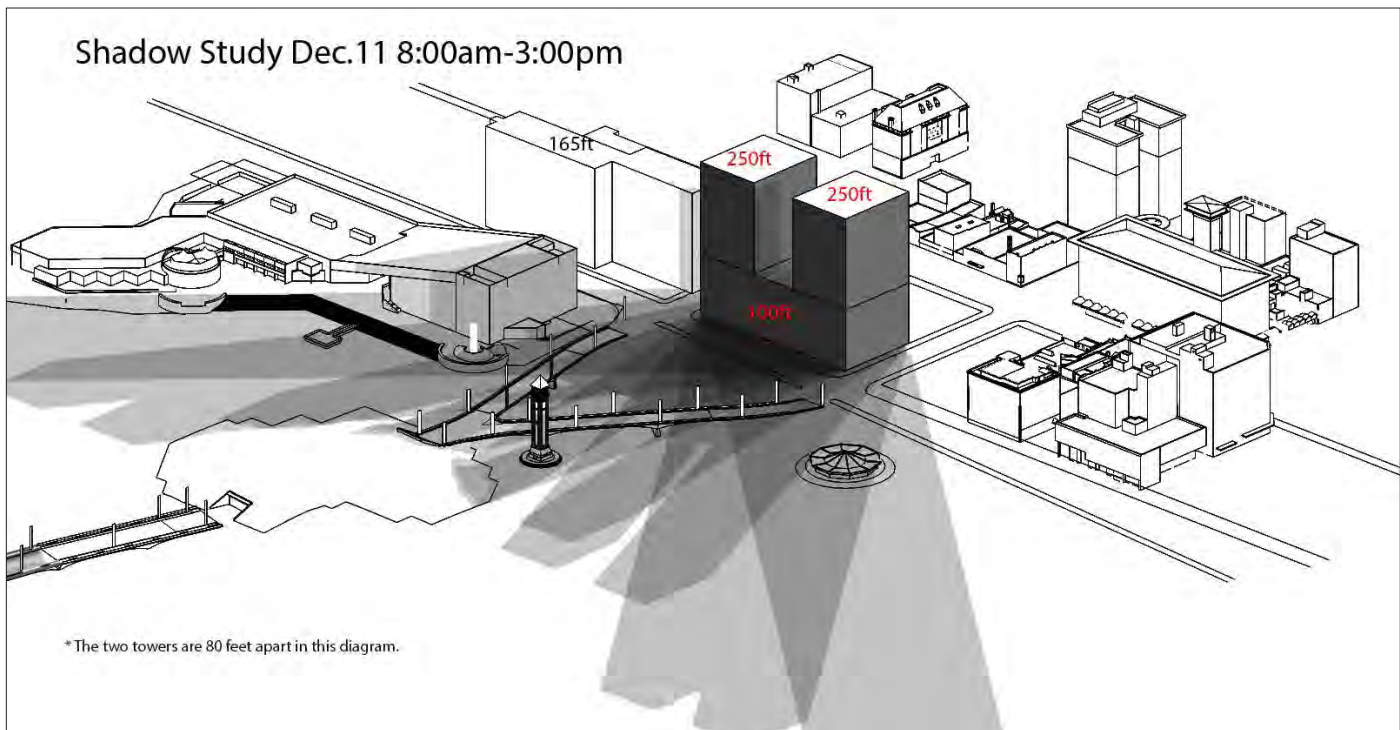


Fig 15 - Shadow study provided by DSP during the working group process. Note the gap in the shadow, which would swing west to east during the day. This model represents a December day and is thus a "worst case scenario." Spring to fall shadows would be greatly reduced.

PART V

Findings and Recommendations

Working Group Discussion

Working group discussions began with a thorough exploration of the history of the topic, the nature of the request from the Downtown Spokane Partnership (DSP) and the property owner representative, and the various effects of different types of development on the two surface lots most likely to develop in the future. The prior shading studies were presented, as well as additional shading analyses by both the City and DSP. Also discussed were some preliminary renderings of possible development on those sites and additional discussion of features and designs that would include some form of public benefit.

Discussion followed three themes: (1) what is possible within the current standards and requirements; (2) what would be the various impacts and opportunities presented if greater building heights were allowed; and, (3) could the original request to vacate the building height requirements be accommodated based upon existing Comprehensive Plan and Downtown Plan policies. In addition to renderings provided by DSP regarding what might be developed if the height limit were removed, City staff created two new exhibits that clarify what is allowable under the current code allowances.¹

Following four meetings, the working group came to the following conclusions:

1. The original request to vacate the height requirements in DTC-100 by a typical Municipal Code amendment is not possible, pursuant to SMC 17C.124.220.B.1.
2. While the height provisions in the SMC cannot be vacated, the allowances for height bonuses in this zone under the current code could be clarified through additional graphic representation of the existing code language.¹
3. Additionally, there is an opportunity to amend the SMC consistent with existing Comprehensive Plan and Downtown Plan goals and policies, that would simultaneously maintain the current height restriction, while allowing for height bonuses with greater flexibility to incentivize certain types of development (as envisioned in both the Comprehensive Plan and Downtown Plan) in the zone.
4. There are internal inconsistencies in the SMC as it stands now that require clarification and/or correction.
5. The request to eliminate the height restrictions in the DTC-100 zone

¹ See figures 8 and 9 above, p. 11.



Fig 16 - The working group held four meetings in City Hall during May and June of 2017. These meetings were open to the public. The recommendation presented in this report represents the end result of those discussions.

would require adjustments to existing Downtown Plan Policy, and is most appropriately considered through the more robust public engagement process required to amend the Downtown Plan Update.

While universal agreement to the conclusions was not reached, the working group generally agreed upon a framework for moving forward, as detailed below.

Working Group Recommendation

The working group ultimately agreed, in general, to the following mechanism for allowing greater flexibility in building heights within the DTC-100 zone. It is important to note that this mechanism does not meet the original request to completely eliminate all height restrictions within the subject zone. However, the original requestors agreed that this was an adequate interim solution, given the constraints of the SMC and the Downtown Plan as it now stands.

Options for Implementation

The working group identified the following three possible ways to accommodate the request:

1. Utilize the existing "plans in lieu" procedure in the SMC.
2. Create a new special district designation for part of the zone.
3. Amend the existing SMC standards for building height bonuses in the DTC-100 zone.

After discussion, the general consensus was that option three represented the best route forward. The "plans in lieu" procedures in the SMC are not well defined and could result in the opposite effect desired (i.e. uncertain process leading to long delays). Creating a special district would result in more complexity in the system than was thought prudent. It was generally agreed by the group and city staff that as long as any amendments to the SMC avoid modifying the base height limit within the DTC-100 zone, option 3 posed the most feasible solution.

Desired Outcomes

The working group developed the following outcomes that would be sought by any action moving forward:

- a. Create opportunities within the DTC-100 zone for mixed-use redevelopment and incentives for residential development to occur in an economically viable manner.
- b. Put activity on the street.
- c. Create relationships with the enhanced park.
- d. Consider and mitigate development impacts to light, air, vistas and shade to the park, especially along the Howard Street Promenade

within Riverfront Park, while allowing more flexibility in development standards.

While shading is a concern in general, it was agreed that the key resource to protect in Riverfront Park is the Howard Street Promenade, as it provides a key sun-dependent use (the Rotary Fountain), it is part of the Howard Street string-of-pearls identified in the Downtown Plan, and it provides an important north-south route through the park tying the north bank to the rest of downtown.

Principles

The working group developed a series of principles that they felt should apply to any work to amend the code as it relates to this topic. They are:

- a. Unique Place - Create a positive, highly identifiable environment in the area bounded by Main Street, the Spokane River and Riverfront Park, Lincoln Street, and Washington Street that will draw people to a wide range of public and private destinations.
- b. Integrated Development - Guide the redevelopment of properties along the south side of Spokane Falls Boulevard in order to result in a seamless integration with the enhanced park, so that the entire area is a lively and ever-changing part of downtown.
- c. Active Streetscapes - Ensure a lively and activated streetscape through both management of public spaces and activation by commercial and residential uses that embrace the public realm.
- d. Varied Building Forms - Promote flexibility in building location, form, height, and massing. Avoid creating a continuous "wall" effect fronting the park.
- e. Economic Development - Attract types of development and uses that can reinforce activities and spaces associated with the park and residents who can monitor and populate the area.
- f. Howard Street Promenade - Preserve significant amounts of sunlight throughout the year on the highly important corridor through the park.

Development Standards (Conceptual)

The working group developed a range of new standards that they felt should be utilized when developing a code amendment. The following conceptual standards expand on the existing requirements of the SMC and meet the intent of the building height requirement while allowing for greater flexibility and reduced impediments to development.

All numbers in the following standards are highly conceptual in nature. Additional analysis and discussion is necessary to refine these numbers further. The numbers presented here are simply a sample of standards that would be successful.

- a. Floors occupied exclusively by residential, live/work, and/or hotel uses may be allowed as a bonus to extend above the underlying height

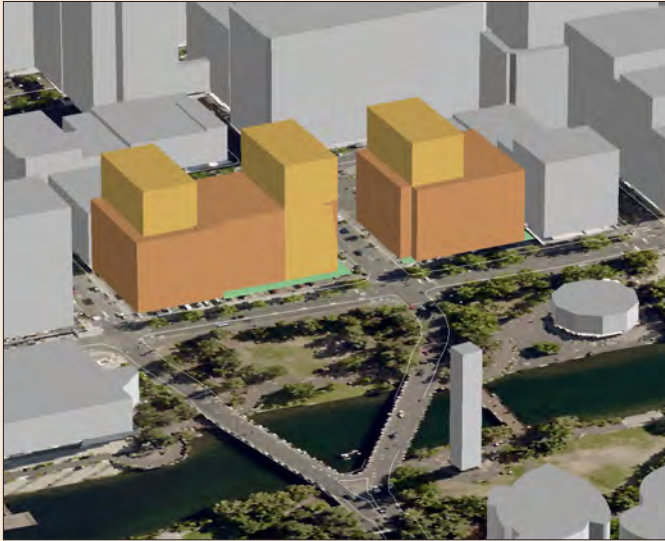


Fig 17 - The model above depicts sample building mass with 10,000 square foot floor plates for the towers.



Fig 18 - The model at left depicts sample building mass with 14,000 square foot floor plates for the towers.



Fig 19 - The model at left depicts sample building mass with 18,750 square foot floor plates for the towers. Note that two 18,750 sq. ft. towers are not possible on the eastern properties as they would be closer than 50 feet. As such, one 18,750 sq. ft. tower is shown along with a 10,000 sq. ft. tower.

Schematic Diagrams - Building Mass by Floor Plate Size

In order to inform future policy discussions, the following schematic models give some idea of the mass of the eventual development possible, were the recommendations of the working group enacted. The three following models were developed by City staff according to the following assumptions:

- Both opportunity sites are aggregated into two large developments;
- The maximum size building base allowed under the code (with the working group changes) would be constructed;
- Any towers would be built to the maximum floor plate size allowed at full depth, north to south.
- Public plaza space was allocated according to the requirements of SMC 17C.124.580 (one square foot per 100 square feet of building floor area);
- The towers rise six 10' stories over the building base; and,

limit under certain conditions as indicated below.

- b. If residential and hotel uses are located in the 100-foot building base, an equal area of non-residential uses may be permitted above 100 feet, provided all other requirements of the bonus height provisions have been met.
- c. Floor plates above 100 feet shall be no larger than XXX sq. ft (anticipated to fall between 10,000 -18,750 square feet, with the actual floor plate limit to be determined from the subsequent public process).²
- d. The long dimension of building floors above 100 feet shall be perpendicular to Spokane Falls Blvd.
- e. Towers above 100 feet shall be spaced apart no less than 50 feet, or as may be determined from the subsequent public process.³
- f. Active retail (shops, personal services, and food services) or residential uses shall occupy no less than 50% of the street frontage . Corporate offices, banks, and financial institutions do not qualify as retail. Such uses shall have entrances directly on the public sidewalk.

Design Review and Guidelines

Because of the relationship between properties in the DTC-100 Zone and significant public open spaces, such as Riverfront Park, the working group felt development should receive extra attention through the City's design review process. To this end, the working group felt a number of expectations should be made of proposed buildings, including:

- a. Architectural detail at the ground level that supports people walking, lingering, eating, and socializing. This should include elements such as movable tables and chairs, pedestrian-scaled lighting, pedestrian-scaled signs, generous windows that open out to the park with possibly roll-up or sliding sections, canopies, and artwork.
- b. Enhancements to the existing sidewalk areas to ensure that they feel welcoming, usable, visually interesting, and usable to all members of the public. Ways of extending character-giving aspects of the park should be provided in this wide sidewalk area. For example, places for live music and temporary art could be provided.
- c. Upper stories of buildings should be articulated with architectural "sculpting" such as decks, balconies, projecting bays, recesses, offsets, changes in materials and color, roof gardens, upper levels setbacks.



Fig. 20 - During their presentation to the Plan Commission, DSP presented the rendering above (a proposed building in Los Angeles) as an example of a "sculpted" building such as that discussed in item C at right.

² Discussion centered around whether the Shoreline Master Plan requirements of SMC 17E.060.750.B.4 be used (i.e. no more than 145' on the diagonal and "less than ten thousand square feet" on any floor above 50' in height), 14,000 sq. ft. as suggested by the City's consultant, or 18,750 sq. ft. as suggested by the property owners' representative. The final number will need to be vetted through the subsequent public process required for any code amendments. See figures 16-18 for depictions of these various floor plate sizes.

³ Also discussed was a distance of 70 feet, or roughly the width of adjacent north/south streets.

Flat, featureless, rectilinear forms are to be avoided.

- d. In order to reflect the importance of a gateway effect, the corners of buildings should be given special treatment such as public spaces, distinctive architectural expressions, major entrances, dramatic lighting, and unique landscape design.
- e. At the initial stage of review, the Design Review Board should express its priorities and not merely react to already-designed proposals. The process between the DRB and the applicant shall be a collaborative one. Adherence to the principles listed previously shall inform the review.
- f. Any towers above 100 feet should be placed so as to give consideration to sunlight, air, views, and vistas, especially on the Howard Street Promenade within Riverfront Park.

Additional Code Recommendations

The working group felt that a code amendment process should also consider the following tasks:

- a. Replace the existing image in SMC 17C.124.220.E.1 with the updated image presented to the working group.⁴
- b. Correct noted inconsistencies in the language in SMC 17C.124.220.

As regards item b above, the most significant inconsistency is one in SMC 17C.124.220.B, wherein it states that no bonus heights are allowed for zones with a height number in the name, such as the DTC-100 zone under consideration herein, followed in subsection E by standards for bonus heights in the DTC-100 zone.

Long Term Recommendations by the Working Group

It was generally understood by the working group that the solution presented above is short term in nature and that a longer term solution may be required. Also, as the topic of activating the street and important amenities on Spokane Falls Boulevard were discussed, it was agreed that some future streetscape planning would be valuable. The following recommendations for future action by the City were made by the working group:

- a. Plan for coordinated streetscape improvements along Spokane Falls Boulevard.
- b. Consider the elimination of the DTC-100 zone within the scope of the Downtown Plan Update.
- c. Review of Downtown Design Standards and Guidelines, including a study of height and massing standards, as part of the Downtown Plan Update scope, or as a subsequent strategic action , assuming adequate budget and time.

⁴ See figures 8 and 9 above.

It is also important to note that the discussions of the working group, while open to the public and publicly announced, did not include significant outreach to the public outside the working group members. Additional outreach and engagement will be required by City staff prior to any direct action on code changes which may be requested by City Council. Time was provided for public comment but none was given by any of the attendees outside the working group.

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Prepared by City Staff
August, 2017

<https://my.spokanecity.org/projects/building-heights-on-spokane-falls-boulevard/>

APPENDIX A

City of Spokane
City Council

TO: Council President Ben Stuckart

FROM: Brian McClatchey, Policy Advisor

DATE: January 3, 2017

RE: Legislative history of SMC 17C.124.220(E) (requirement for “wedding cake” building envelope adjacent to Riverfront Park)

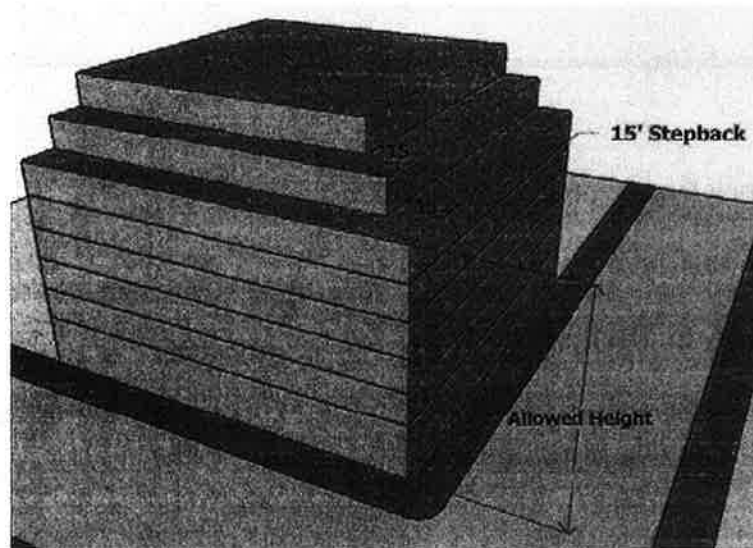
Issue:

You have asked me to provide the legislative history and background information on SMC 17C.124.220(E). This section provides that, in a small area directly across Spokane Falls Boulevard from Riverfront Park, buildings may be constructed with additional stories over 100 feet in height if each additional floor is stepped back (to the south and away from the Park) by 15 feet – the so-called “wedding cake” arrangement.

Discussion:

The specific text follows:

- E. Additional Height Within Specific Height Designation Areas.
Additional stories for structures where the maximum height is specified with a dash after the zoning map symbol (i.e. DTG-70).
1. One additional story is allowed for every fifteen feet of upper story structure stepback from a street lot line, up to the maximum number of stories allowed in the zone without a maximum height specified.



2. In the DTC-100 zone [i.e., downtown core, maximum of 100 feet in height] one additional story is allowed for every fifteen feet of upper story structure stepback from Spokane Falls Boulevard. There is no upper story structure stepback required from street lot lines that are not adjacent to Spokane Falls Boulevard after the first fifteen feet of upper story structure stepback from Spokane Falls Boulevard.

SMC 17C.124.220(E).

This section was codified as part of the downtown plan update in 2009 (specifically ordinance C-34522 (Dec. 14, 2009)). That ordinance was one of a number of ordinances which put the development regulations in place to implement the downtown plan.

In the lead-up to Council enactment of C-34522, the Plan Commission held workshops and hearings, and one document which was presented to them was the attached “building height and massing study” (Aug. 12, 2008).

The main conclusion, with respect to this code section, was the policy preference to maintain an open, light-filled, sunny edge of Riverfront Park. Having sunlight on one side of every street allows for a better public realm, because it allows for openness as well as the sense of enclosure that the shade provides.

The study included some shadow studies as well, showing that a building could be up to 75 feet high and not cast a shadow (in September) on the other side of a 100 foot right of way at any point during the day. As well, a building could be 55 feet high and not cast a shadow (again, in September) on the other side of an 80 foot right of way.

Spokane Falls Boulevard is approximately 100 feet wide. So, in order to avoid casting a shadow on the sidewalk on the north edge of Spokane Falls Boulevard in late summer/early fall (i.e., the end of the most active portion of the use of the Park), the buildings on the opposite side of the street should only be 75 feet high. However, out of

concern that this would both be too great a hindrance on development and would also not fit with the existing building scale, that number was raised to 100 feet. This means that a 100 foot high building directly across from Riverfront Park will cast shadows over the sidewalk but not quite (for example) to the Carrousel.

Based on the height and massing study, the decision was made to allow even greater height, if additional floors are stepped back from the Park by 15 feet per additional floor. Note that those floors would only have to be stepped back along Spokane Falls, and not (in the case of a hypothetical building at the corner of Spokane Falls and Washington) on the Washington Street side.

Council held final reading for ordinance C-34522 on Monday, December 14, 2009. Several individuals signed in to testify on the ordinance, and those testifying in favor included representatives from DSP (5 individuals, including Andrew Rowles), the Design Review Board, and the Plan Commission. In fact, the only issue with this ordinance appeared to be the provision which would require that new standalone commercial parking lots within the downtown core be contained within parking structures. Council Member French (Apple seconded) moved to strike that provision, which failed by a vote of 4-3 (Council President Shogan and Members Corker, Rush, and Snyder voted 'no' on the motion to amend). On that basis, the ordinance passed by a vote of 4-3 (French, McLaughlin and Apple voting 'no').

As stated previously, these regulations passed in late 2009 by the Council were intended to implement the downtown plan. Page 81 of that document (chapter 4 – also attached) notes

Access to Views and Sunlight

Significant existing views of historic landmarks from public rights-of-way can be preserved through sensitive site and building design, building orientation, stepbacks, and/or building height limits on blocks adjacent to landmark and contributing buildings. The Spokane community expressed a strong desire to maintain maximum exposure to sunlight in significant public open spaces, such as Riverfront Park, by promoting buildings designed to reduce shadows.

Downtown Spokane Plan, Chapter 4 – Strategic Framework (emphasis added).

There are six “urban form” (or “built form”) objectives to the Downtown Spokane Plan: urban density, active streetscapes, preservation/restoration/reuse, complementary infill, access to views and sunlight, and green infrastructure. The intentions of these built form objectives, “developed during the public planning process, are to preserve and enhance Downtown Spokane’s distinctive environment and history; to foster a sense of identity in Downtown; and to create an exciting, pedestrian-friendly environment.” Downtown Spokane Plan, at 80.



January 26, 2017

Spokane City Council
Attn: Ben Stuckart, Council President
808 W. Spokane Falls Boulevard
Spokane, WA 99201

RE: Spokane Falls Boulevard Height Restrictions

Dear Mr. Stuckart,

Goodale and Barbieri Company has provided professional real estate services in the Pacific Northwest for nearly 80 years. Our extensive experience has positioned us to provide expert advice in commercial and residential real estate development.

We are deeply concerned that current height restrictions along Spokane Falls Boulevard are hindering development and creating unintended consequences for residential housing and commercial development.

Zoning within the City of Spokane is intentionally written and interpreted to prevent uncontrollable outward growth. Since there are restrictions on how far outward development can reach, it is common sense that we are able to build upward in the Downtown Core where that type of building is commonplace.

Building height restrictions cause underinvestment in land improvement. The intensity of land use on Spokane Falls Boulevard for newly zoned and constructed buildings is lower than that of existing downtown buildings. Consequently, lower valued land uses in highly valued Downtown Cores result in a loss of property tax bases. Further, there are numerous examples in the United States where building height restrictions lead to expanded growth outward and have overextended municipalities resulting in problems with governance, proper allocation of resources, and dilapidated improvements.

High densities boost ridership of mass transit. As large developments are encouraged farther and farther away from the City Core, motorization is encouraged. Alternatively, mass transit is discouraged. With the type of investment our community has made into the Spokane Transit Authority, it behooves us to ensure that our zoning codes reflect that commitment as well.

A downtown high-rise including uses such as office, retail or residential with complementary parking would facilitate employment opportunities, enhance retail demand and support entertainment venues, to name a few.

More importantly it can help give the City of Spokane a sense of place. It can often enhance the city's pride in its community. When traveling to Seattle, Portland and San Francisco, it is clear the city's economic impact for high-rise buildings is imperative for future growth. The height restriction has already led to a loss of a sizeable development along Spokane Falls Boulevard.

Considering the scarcity of land available in Downtown Spokane and the information above, we request the Spokane Falls Boulevard Height Restrictions be removed to promote growth and developability of Downtown Spokane.

Respectfully,

A handwritten signature in dark ink, appearing to read "David Peterson". The signature is fluid and cursive, with the first name "David" being more prominent than the last name "Peterson".

David Peterson
EVP and COO
Goodale & Barbieri Company

Dp/crm

Cc: Andrew Rolwes



January 30, 2017

To: Honorable Ben Stuckart, Council President, Spokane City Council

CC: Mr. Mark Richard, Downtown Spokane Partnership

Mr. David Peterson, Goodale & Barbieri

Subject: Spokane Falls Blvd Height Restriction

Dear Council President Stuckart,

On behalf of the Downtown Spokane Partnership, we request your consideration of the removal of existing height restrictions along Spokane Falls Blvd. Per SMC 17C.124.220, Downtown Height and Massing:

"1. One additional story is allowed for every fifteen feet of upper story structure stepback from a street lot line, up to the maximum number of stories allowed in the zone without a maximum height specified."

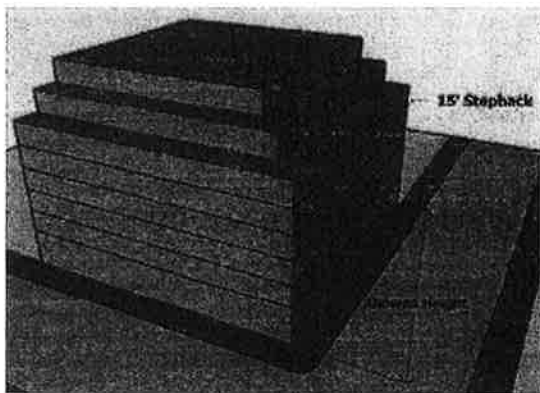


Figure 1: Stepback illustration

"2. In the DTC-100 zone one additional story is allowed for every fifteen feet of upper story structure stepback from Spokane Falls Boulevard. There is no upper story structure stepback required from street lot lines that are not adjacent to Spokane Falls Boulevard after the first fifteen feet of upper story structure stepback from Spokane Falls Boulevard."

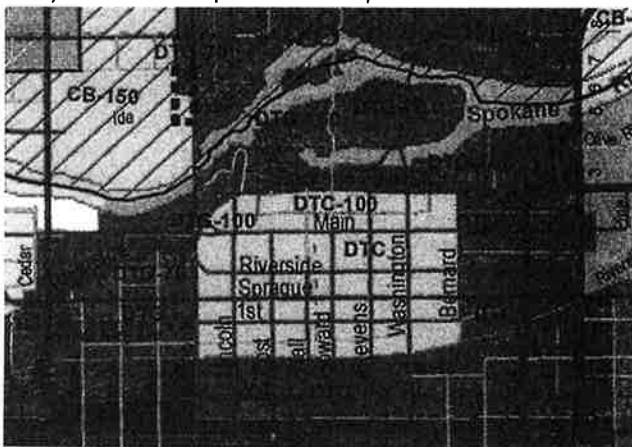


Figure 2: Current downtown zoning map

In our discussions with property owners and brokers along Spokane Falls Blvd, we learned that the height restriction and stepback requirement has already had the effect of precluding at least one development of the surface parking lots adjoining Stevens along Spokane Falls Blvd (see letter from Mr. David Peterson dated January 26, 2017, attached) . It also affects the Wheatland Bank Building, which is configured to add additional stories to the current four story building. With the Riverfront Park redevelopment effort now underway, these parcels will become that much more attractive to the mixed use development that the Downtown Plan foresees as a critical opportunity for these sites. However, the continued application of the height restriction unnecessarily precludes the height and density available at these parcels, and reduces their market value.

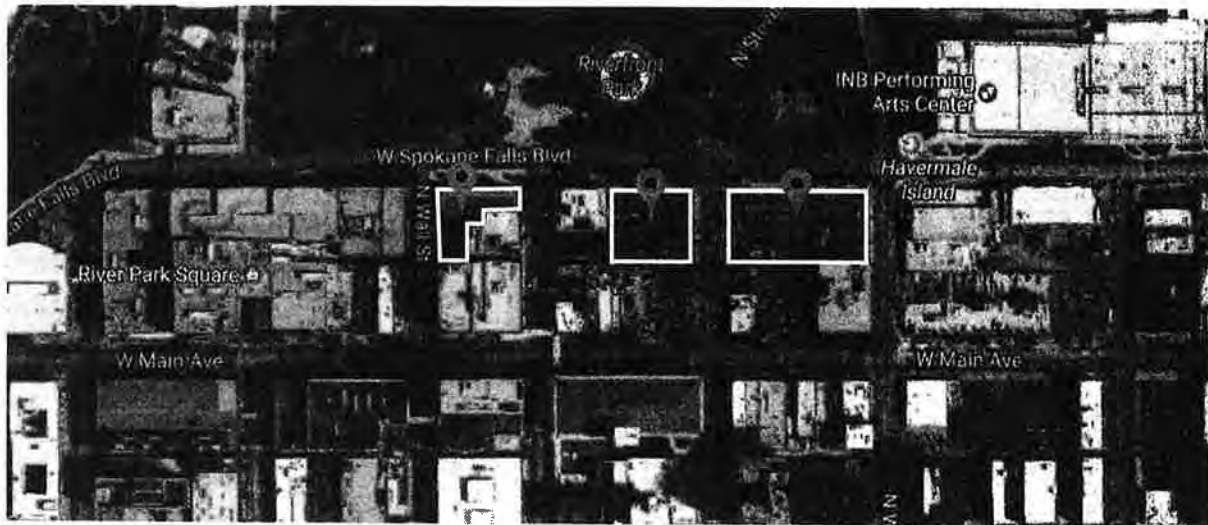


Figure 3: Parcels affected by the Spokane Falls Blvd height restriction and stepback requirement

We are conducting some additional research currently to determine shadowing impacts from 10+ story buildings along Spokane Falls Blvd and will provide that data as soon as it is ready.

The developable parcels on Spokane Falls Blvd are a crucial resource to downtown. Every effort to increase their market value (which completion of the Park will do in a major way) will serve the interests of downtown by fostering the next phase of compact, walkable, urban development, and the City by adding depth to its tax base. We believe that removing a factor which tends to hold back this potential is a relatively easy lift which we are very happy to support. Thank you for your consideration, and please contact me if you have any questions or concerns regarding this proposal.

Sincerely,

Andrew Rolwes
Downtown Spokane Partnership
Public Policy and Parking Manager
arolwes@downtownspokane.net
509-456-0580



January 26, 2017

Spokane City Council
Attn: Ben Stuckart, Council President
808 W. Spokane Falls Boulevard
Spokane, WA 99201

RE: Spokane Falls Boulevard Height Restrictions

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Respectfully,



David Peterson
EVP and COO
Goodale & Barbieri Company

Dp/crm

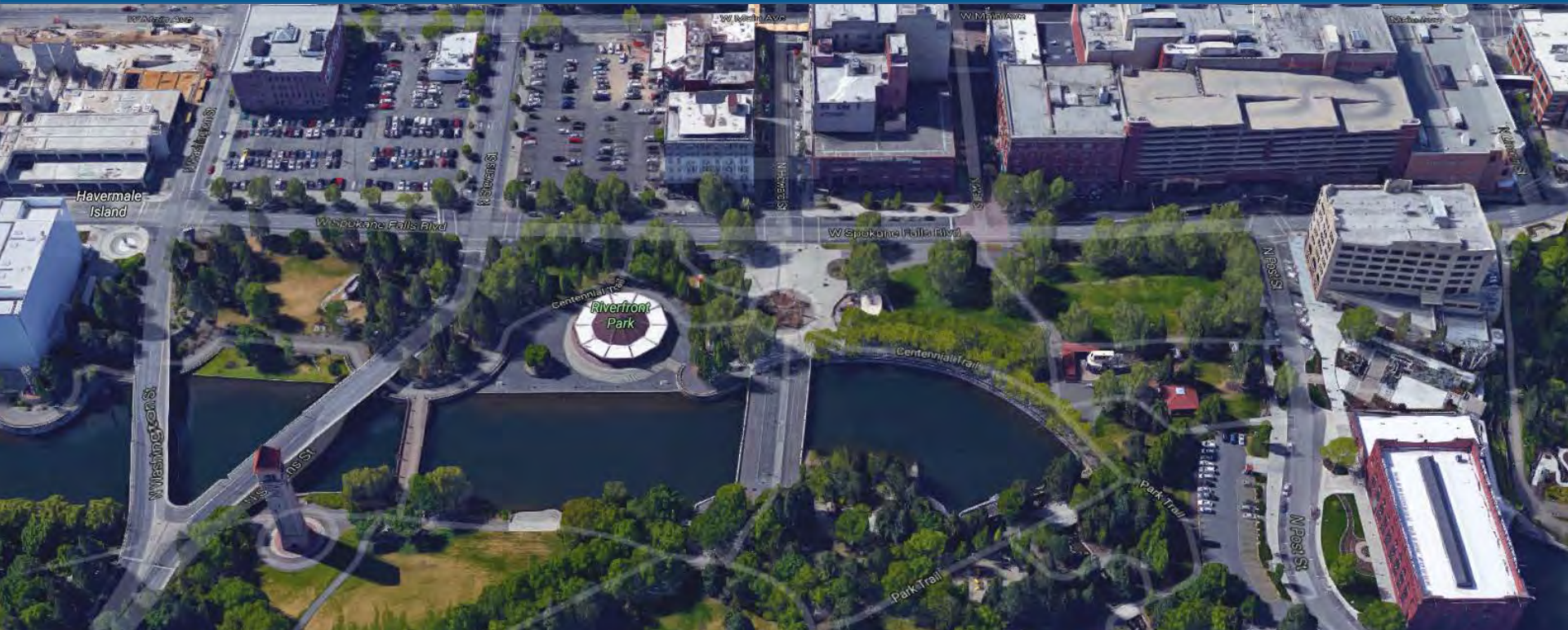
Cc: Andrew Rolwes

APPENDIX B



Spokane Falls Boulevard Shadow Study

City of Spokane Planning and Development Department





Model Existing DTC-100 Maximum Height

- Washington Trust building has additional height potential. This building was raised to current maximum height limit
- Two vacant parcel areas between Howard and Washington raised to current maximum height limit

Model Hypothetical 200ft Building Height

- Same foot prints as above

Shadows calculated for specific dates and times

- Spring Equinox | March 20, 2017 (9am, 12pm, 3pm)
- Summer Solstice | June 2017 (9am, 12pm, 3pm)
- Fall Equinox | September 22, 2017 (9am, 12pm, 3pm)
- Winter Solstice | December 21, 2017 (9am, 12pm, 3pm)



Data Sources / Methodology

Data

- 2016 Pictometry | Aerial Image
- Spokane's Digital Elevation Model
- Building Foot Print Layer
- Building heights in building footprint layer based on LIDAR Data

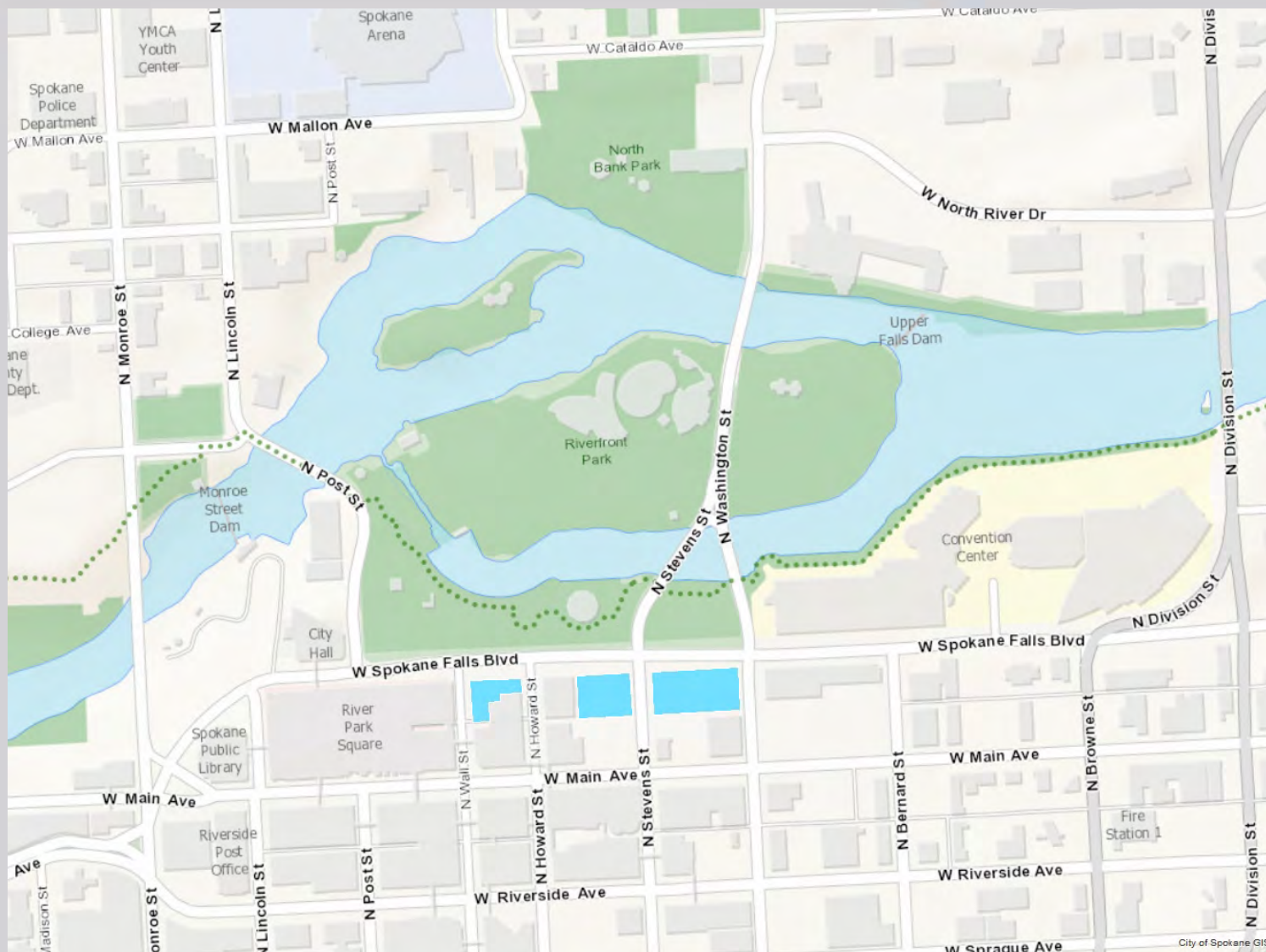
Methodology

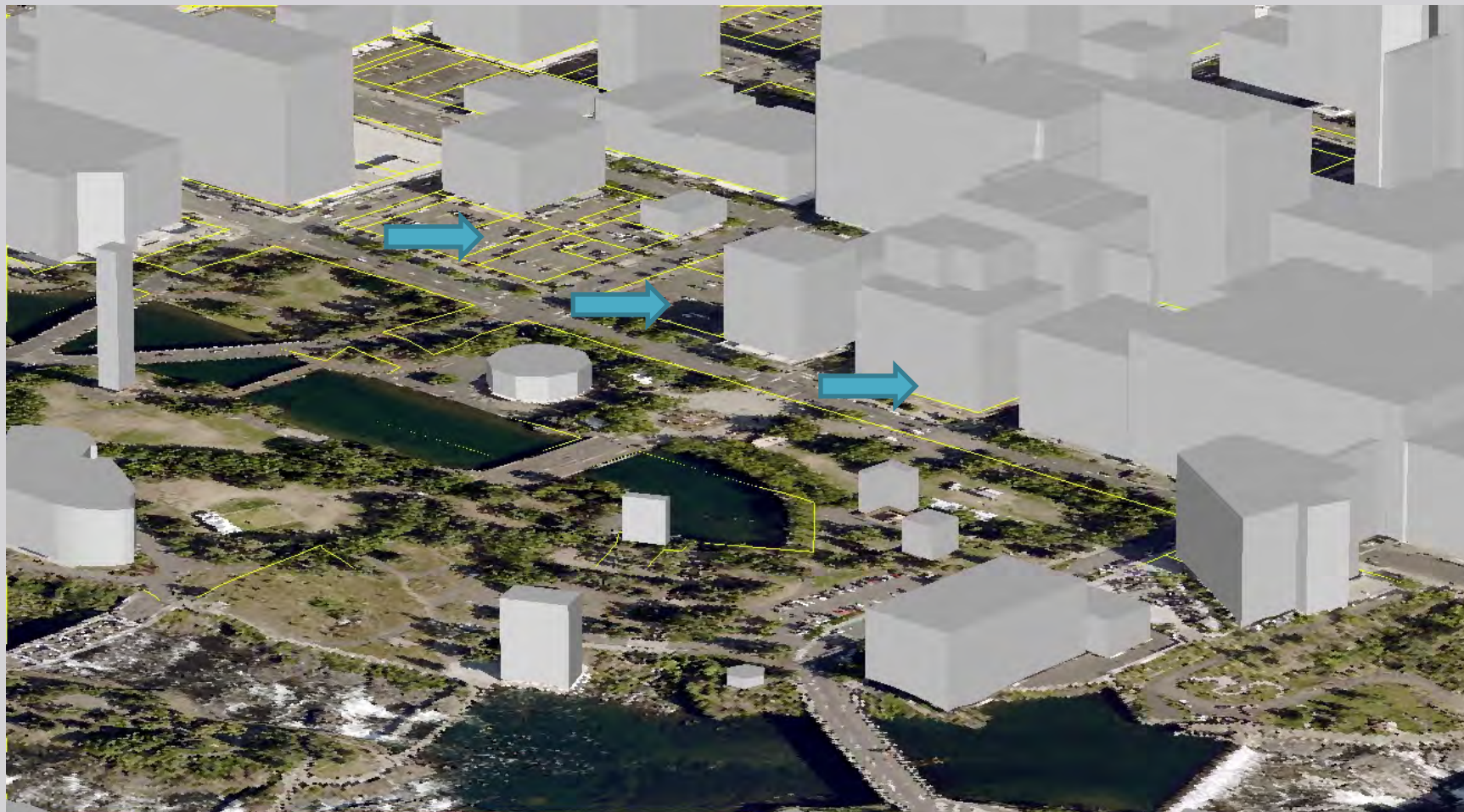
- Model shadowing effects using the ESRI 3D Analyst Shadow Volume tool.
- Aerial Photo and building footprints draped over the digital elevation model



Context / Study Sites

Exhibit A







Existing Height Limit DTC-100

Exhibit A

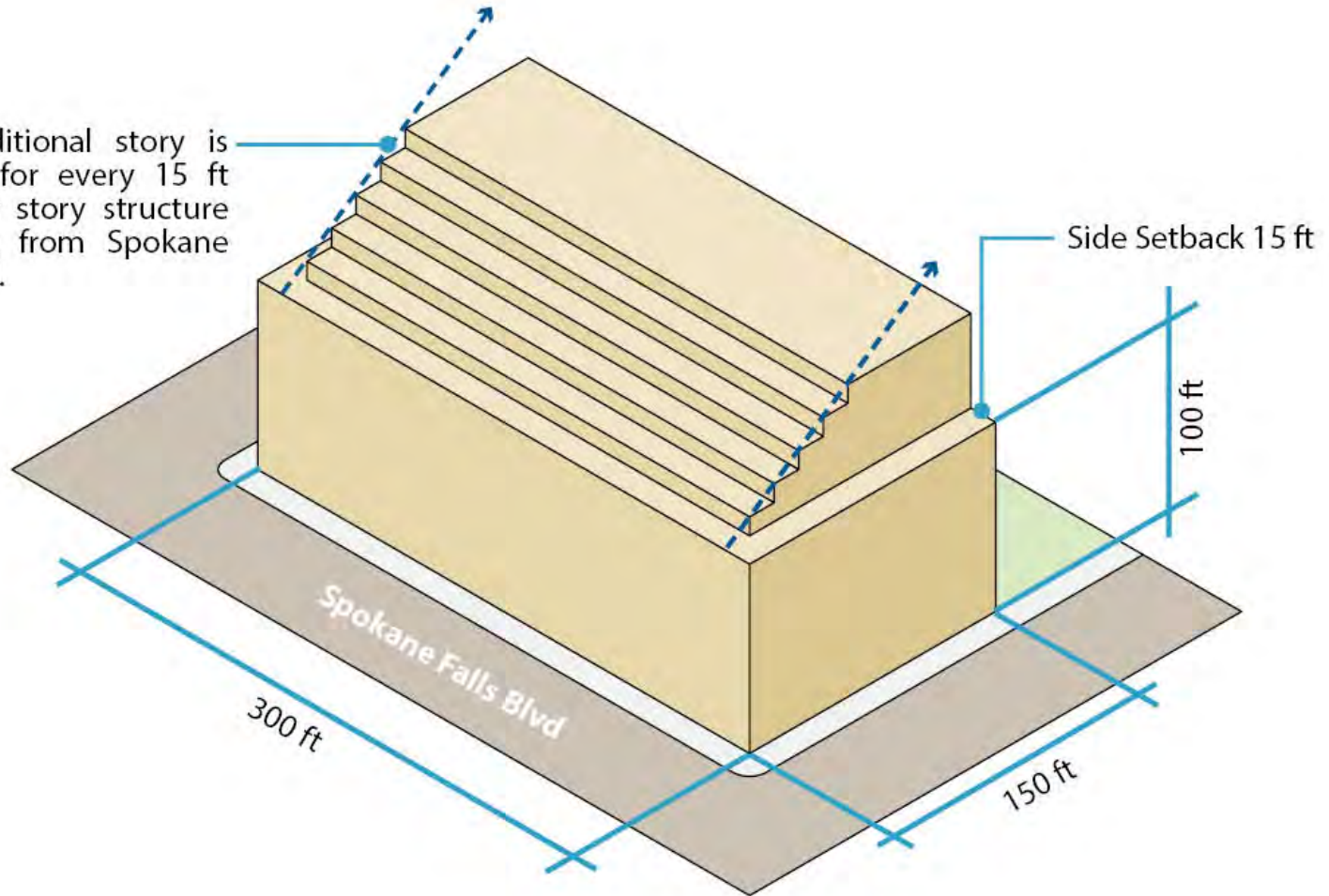




Existing Height Limit DTC-100

Exhibit A

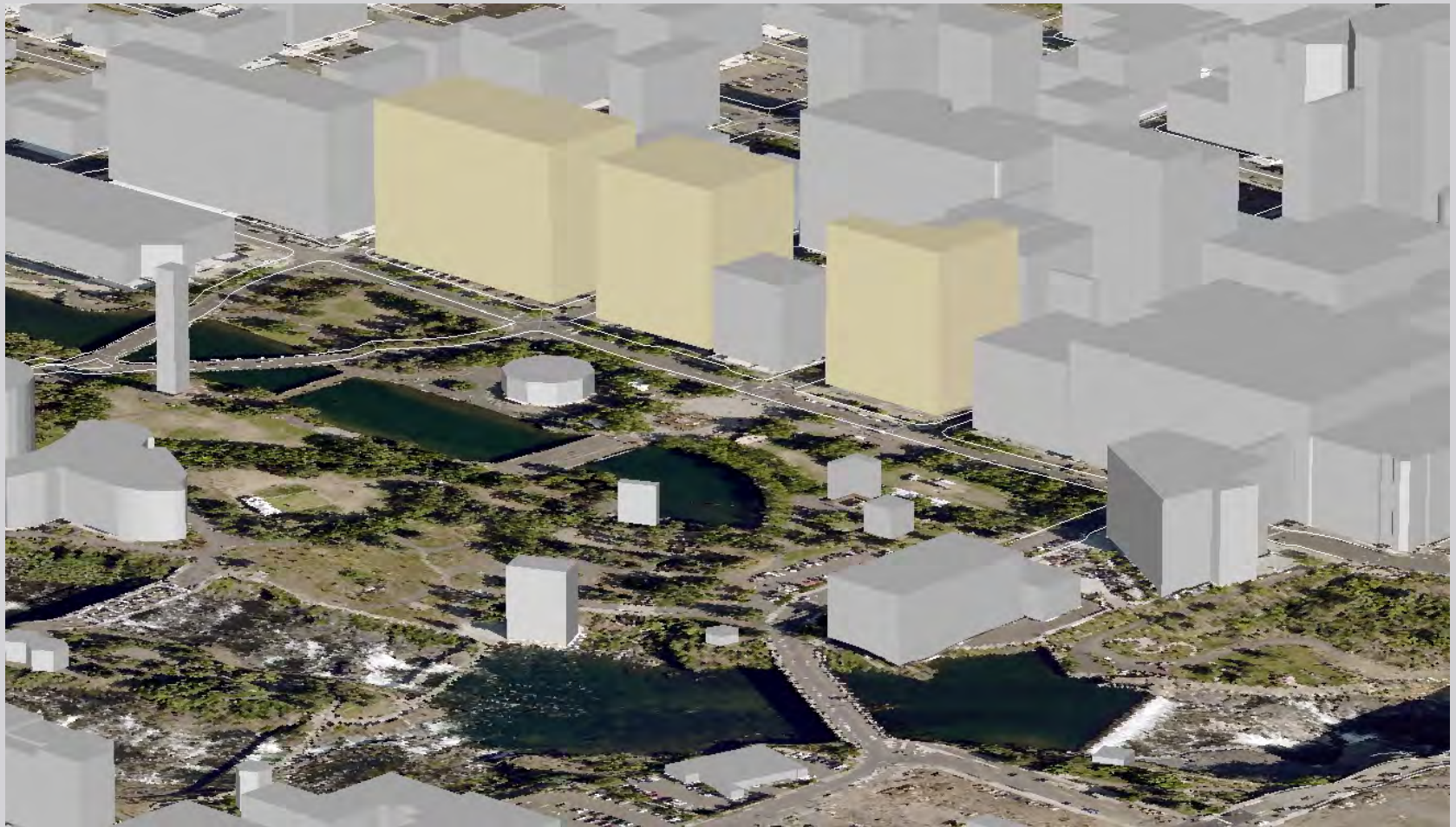
One additional story is allowed for every 15 ft of upper story structure stepback from Spokane Falls Blvd.





200 ft. Building Height

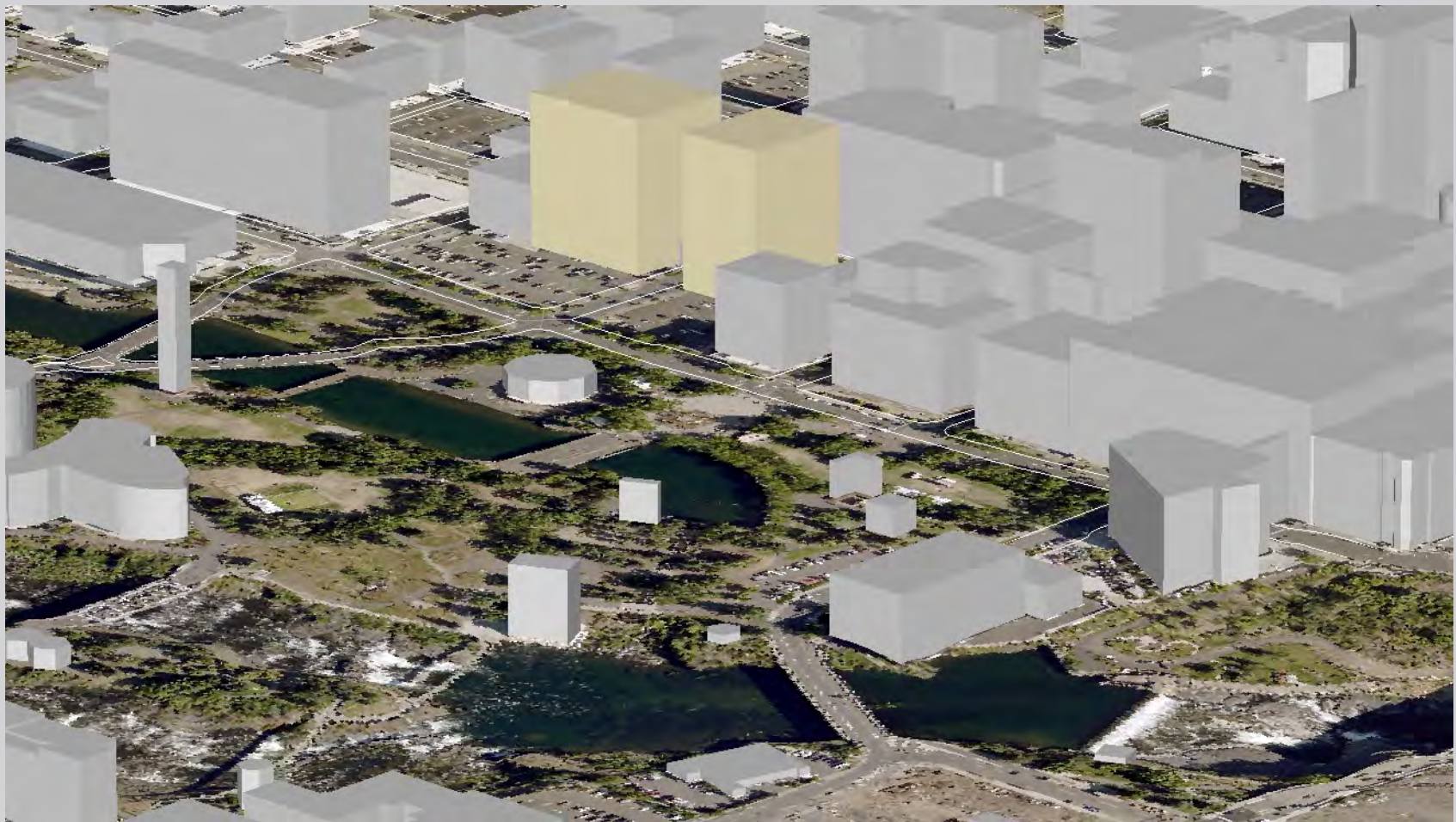
Exhibit A

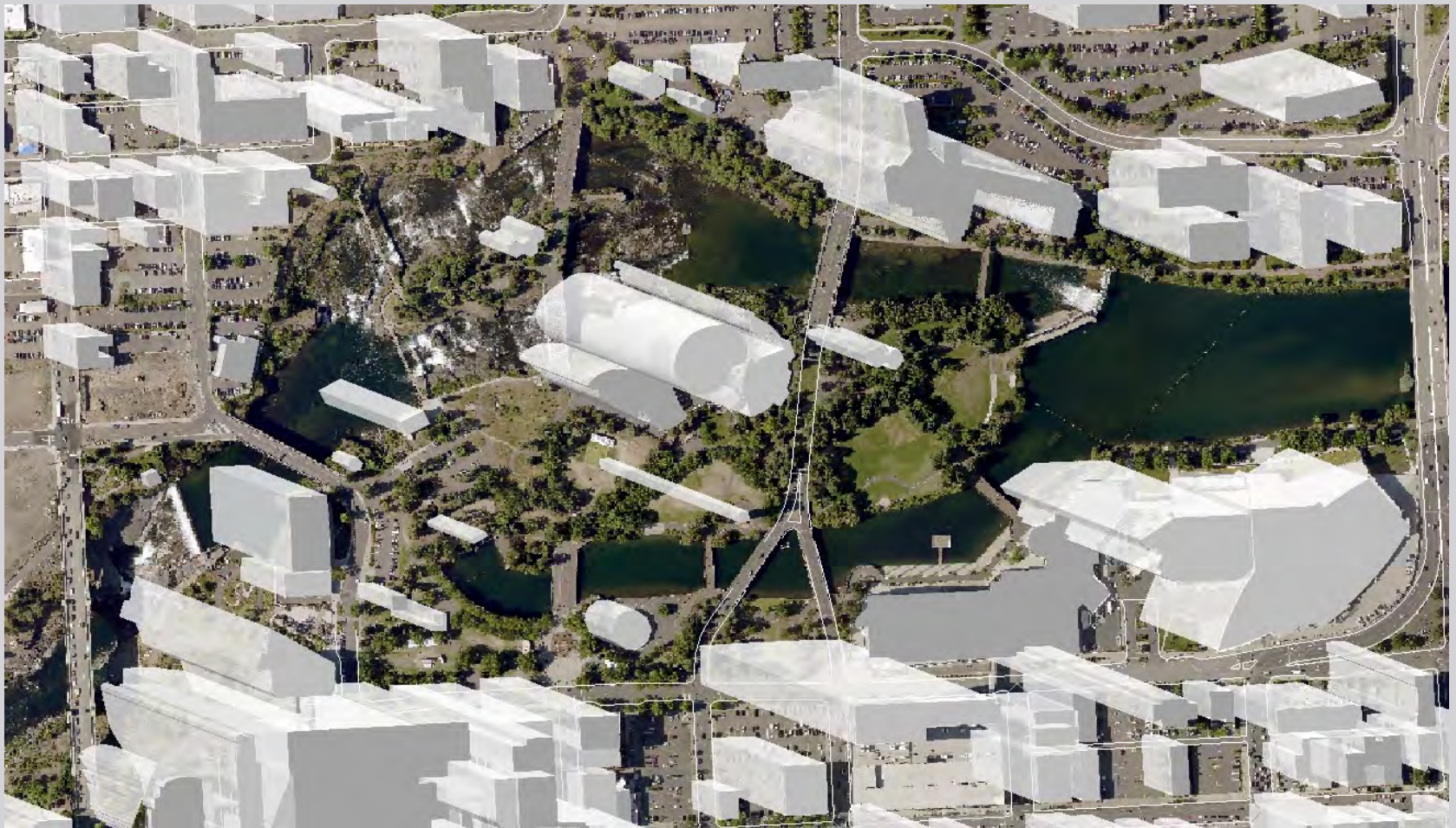




200 ft. South Building Height

Exhibit A







Spring Equinox 9AM | Existing Max Hgt.

Exhibit A

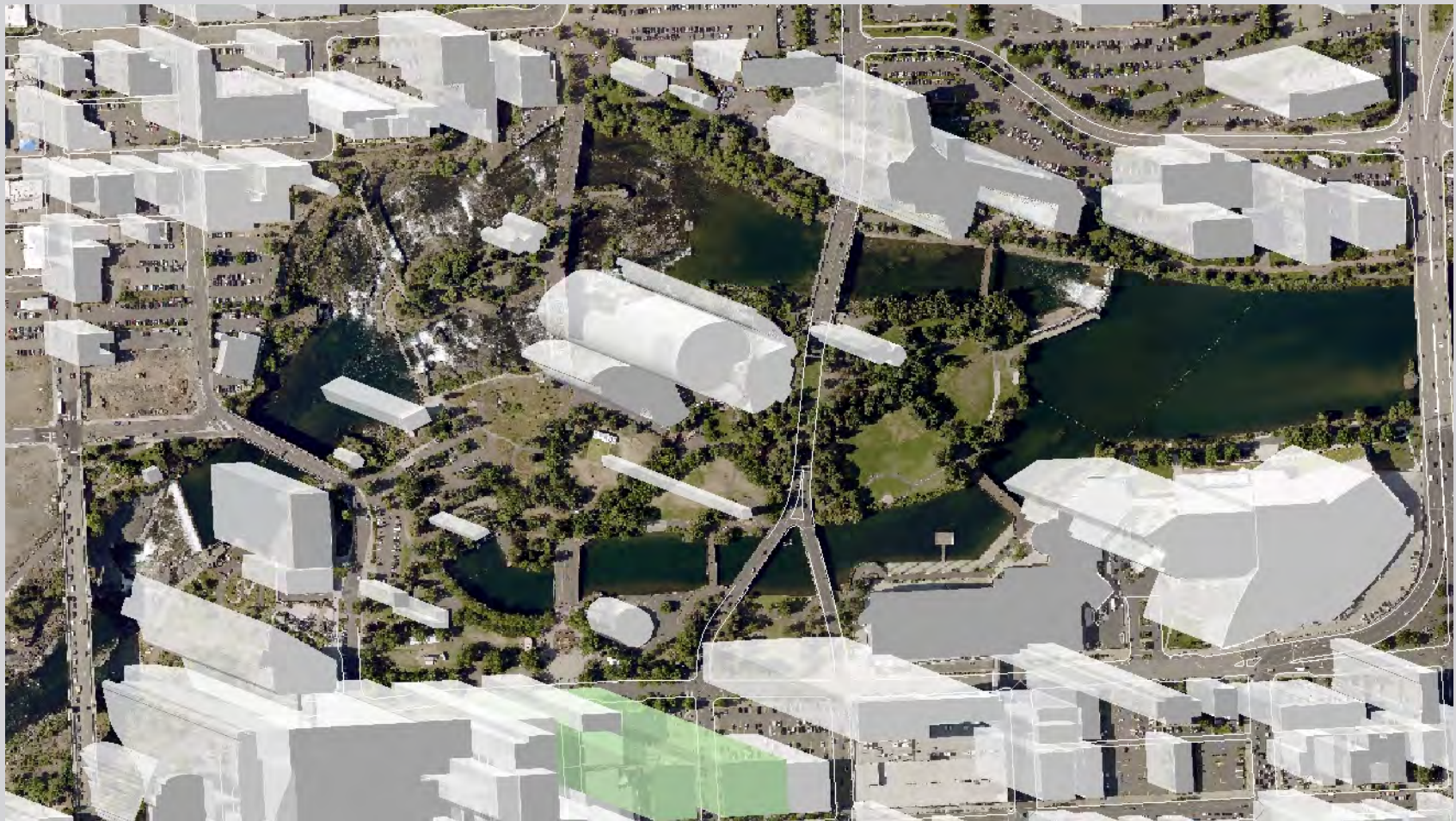






Spring Equinox 9AM | South 200 FT

Exhibit A







Spring Equinox 12PM | Existing Max Hgt.

Exhibit A











Spring Equinox 3PM | Existing Max Hgt.

Exhibit A







Spring Equinox 3PM | South 200 FT

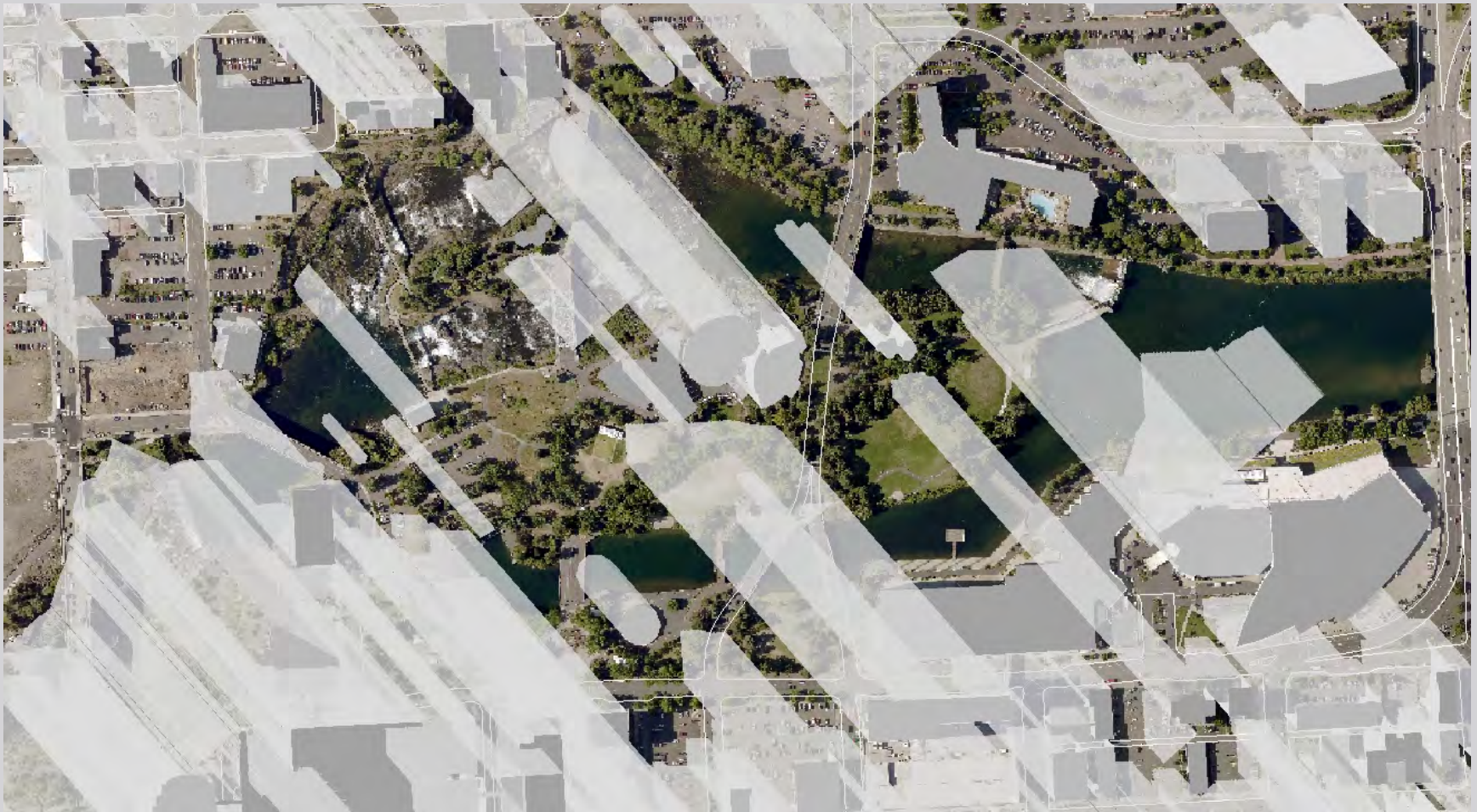
Exhibit A





Winter Solstice 9AM | Current

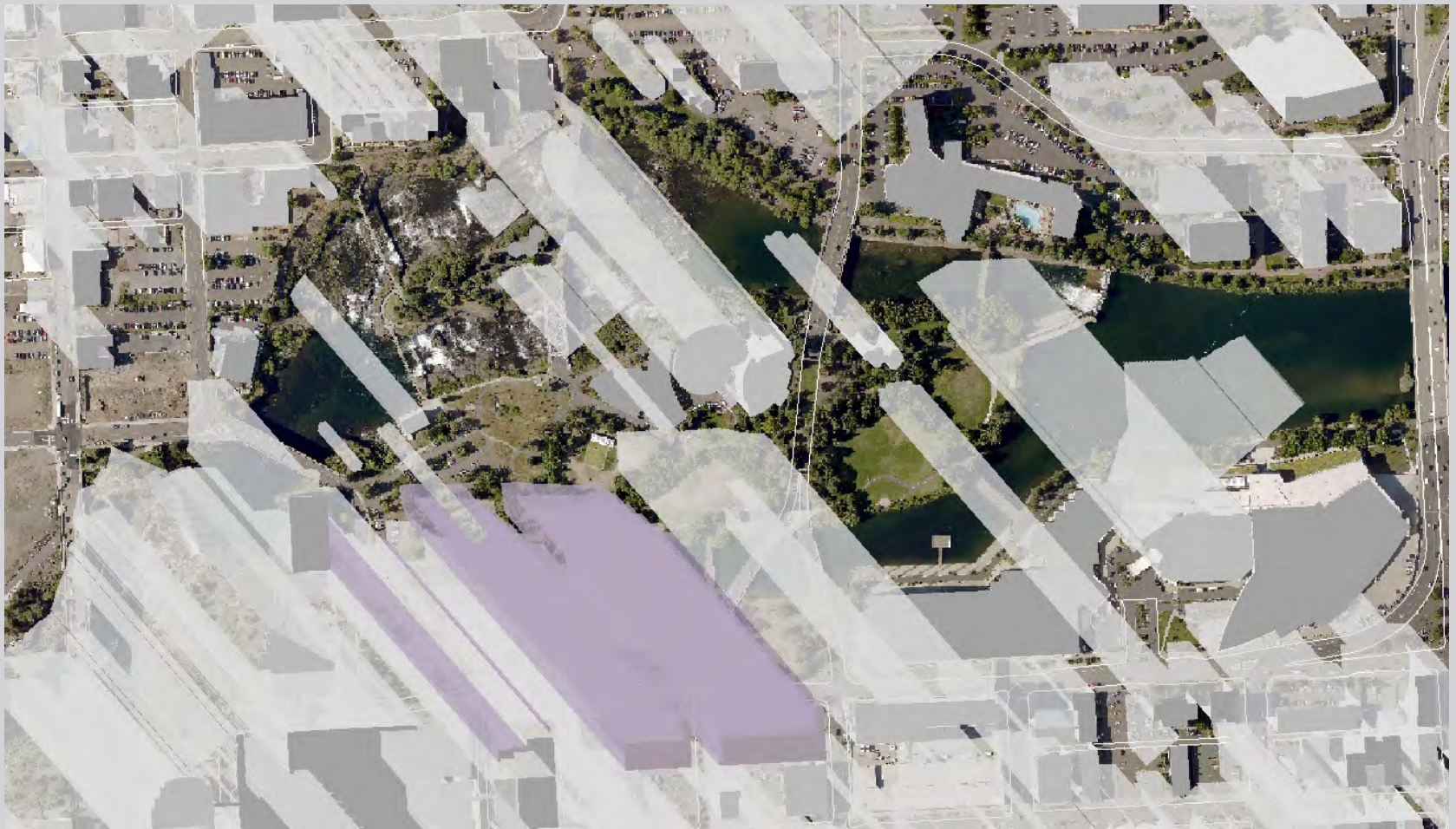
Exhibit A





Winter Solstice 9AM | Existing Max Hgt.

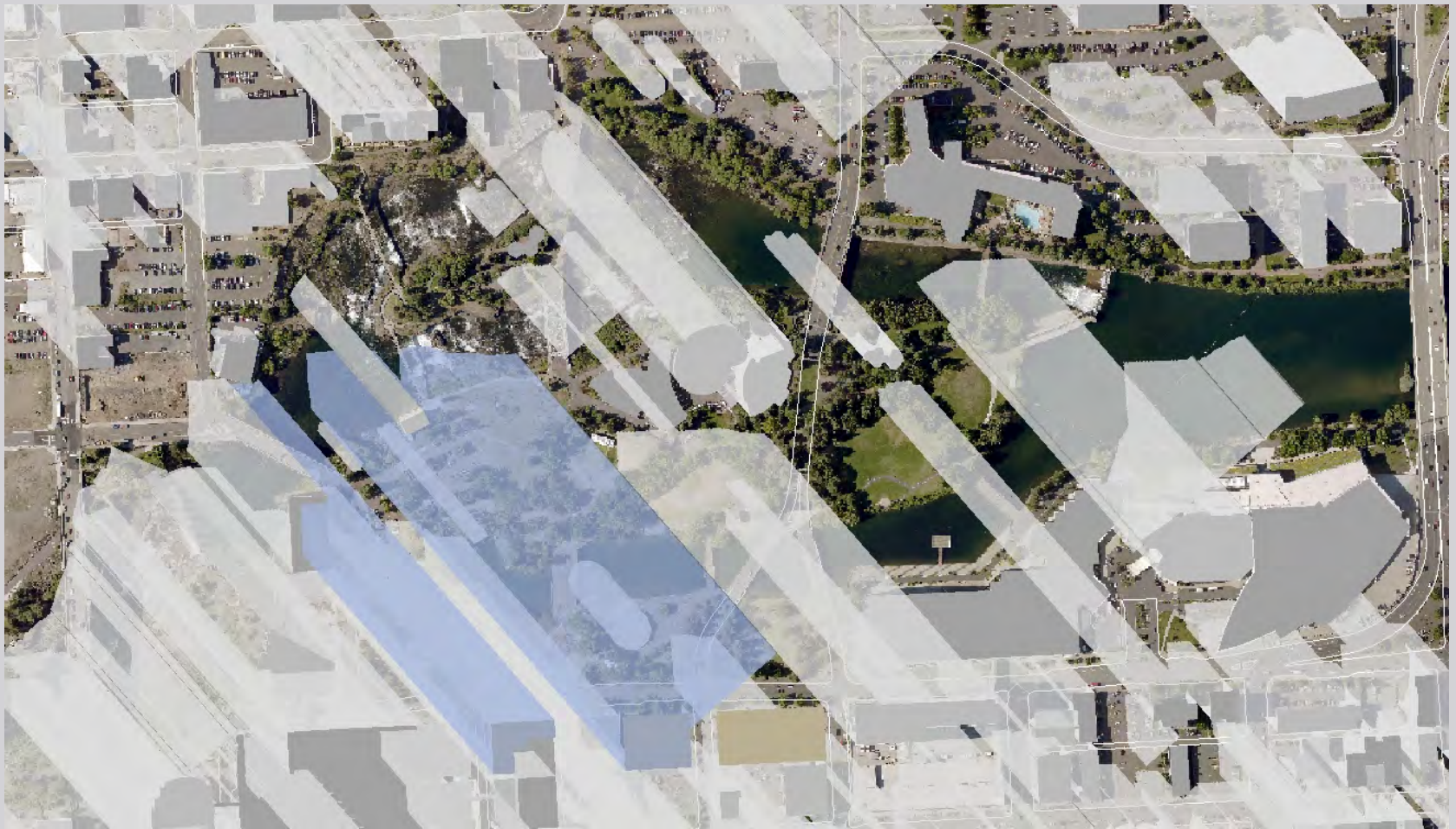
Exhibit A





Winter Solstice 9AM | 200 FT

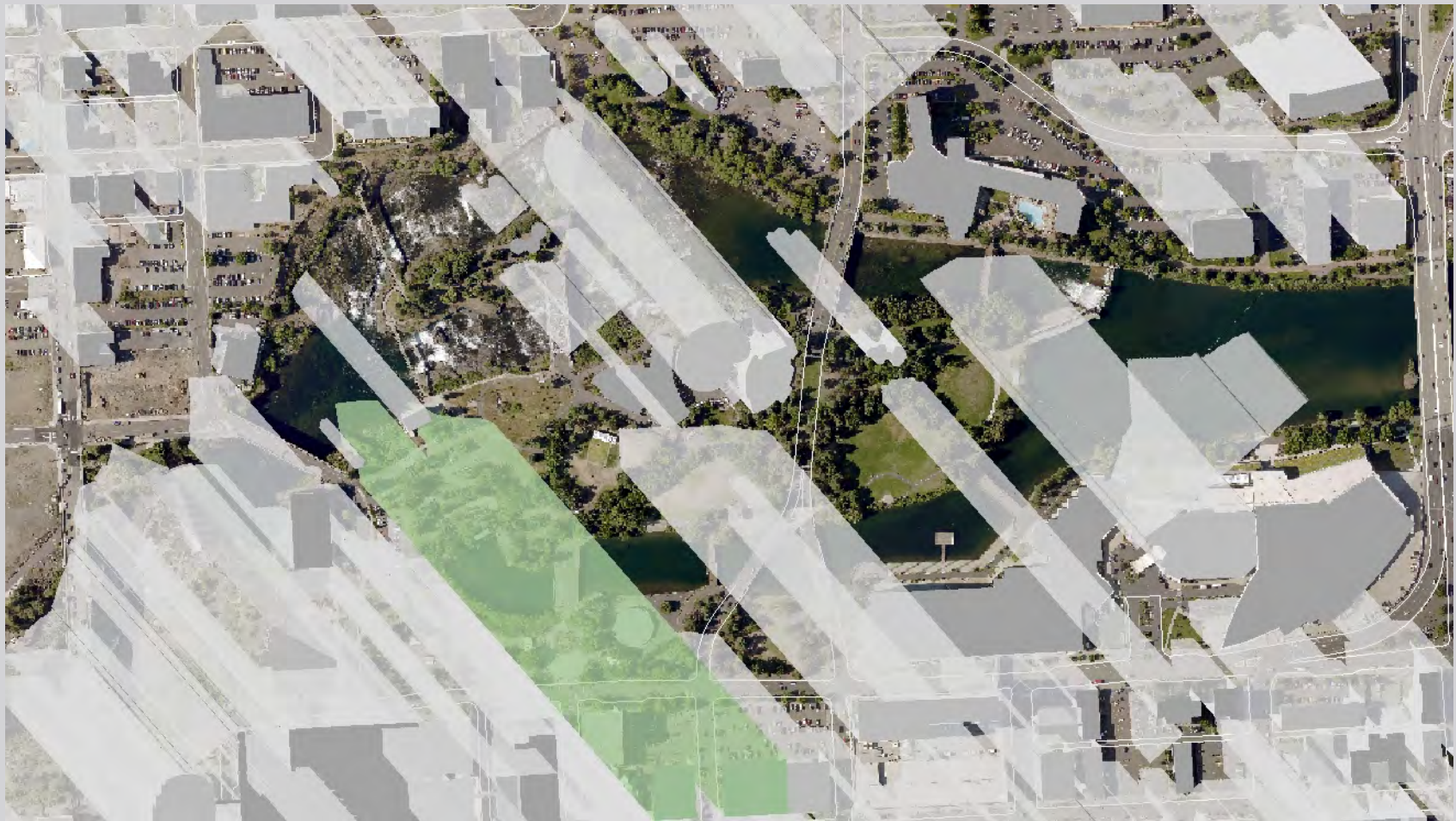
Exhibit A

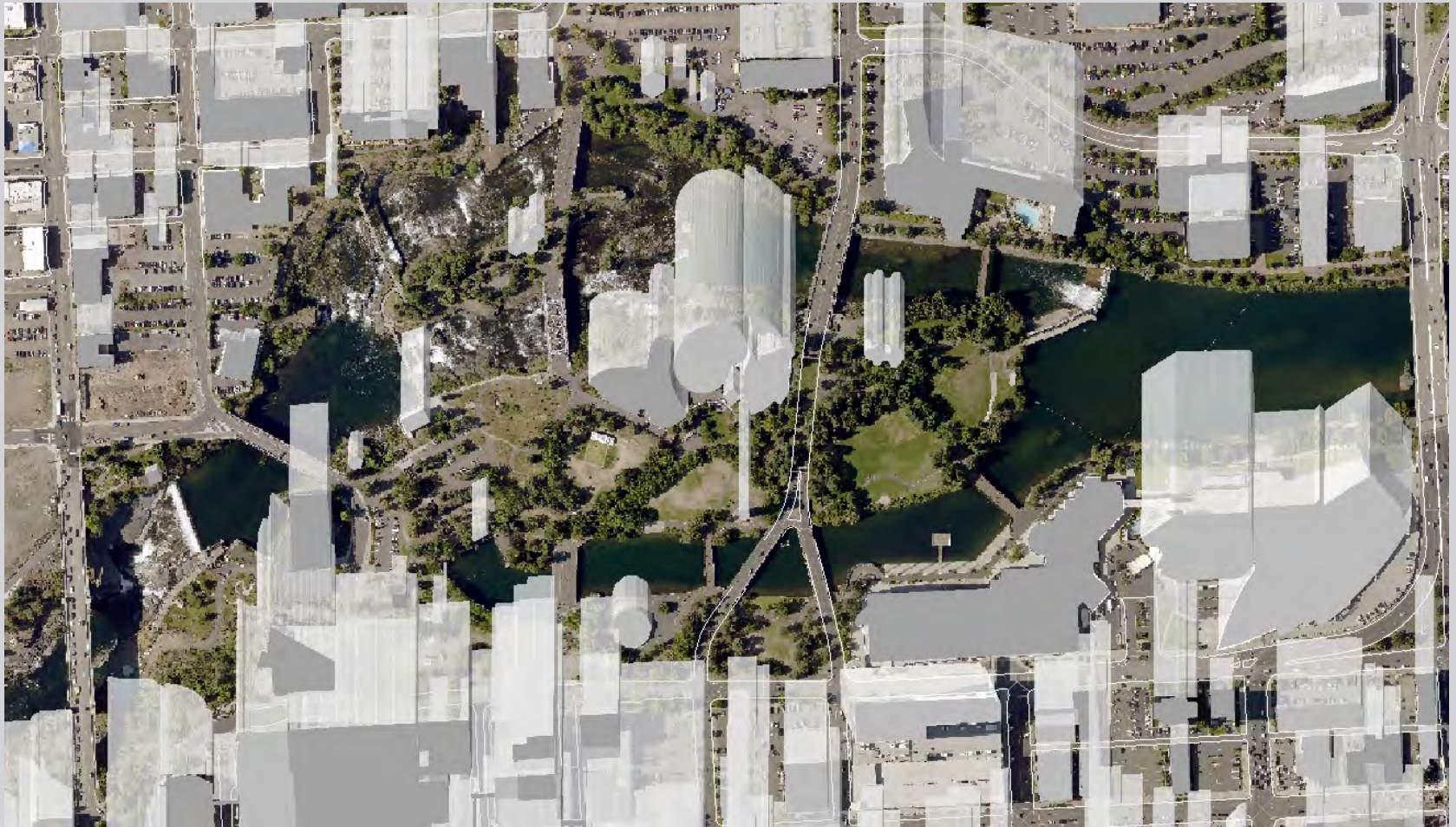




Winter Solstice 9AM | South 200 FT

Exhibit A







Winter Solstice 12PM | Existing Max Hgt.

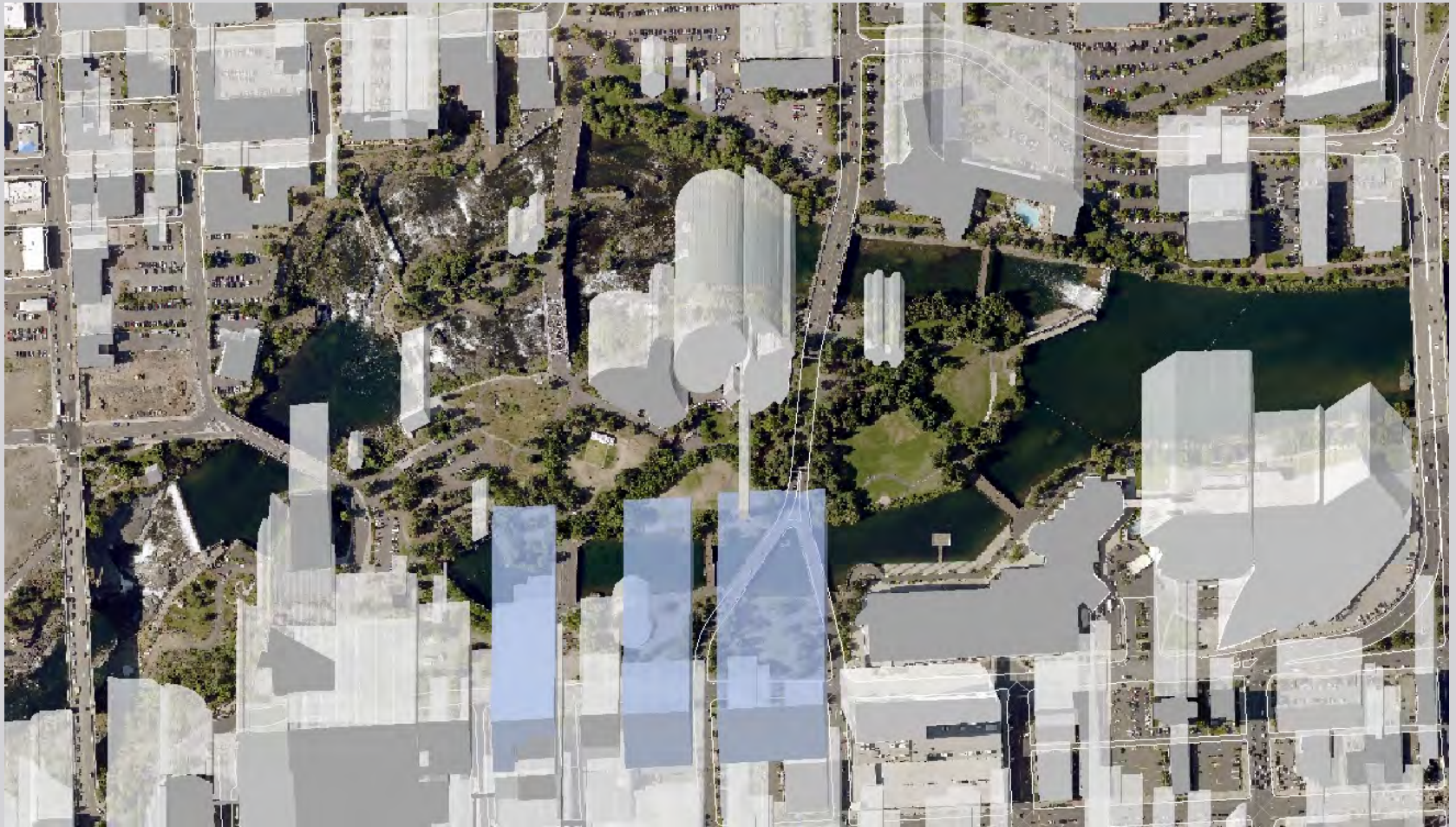
Exhibit A





Winter Solstice 12PM | 200 FT

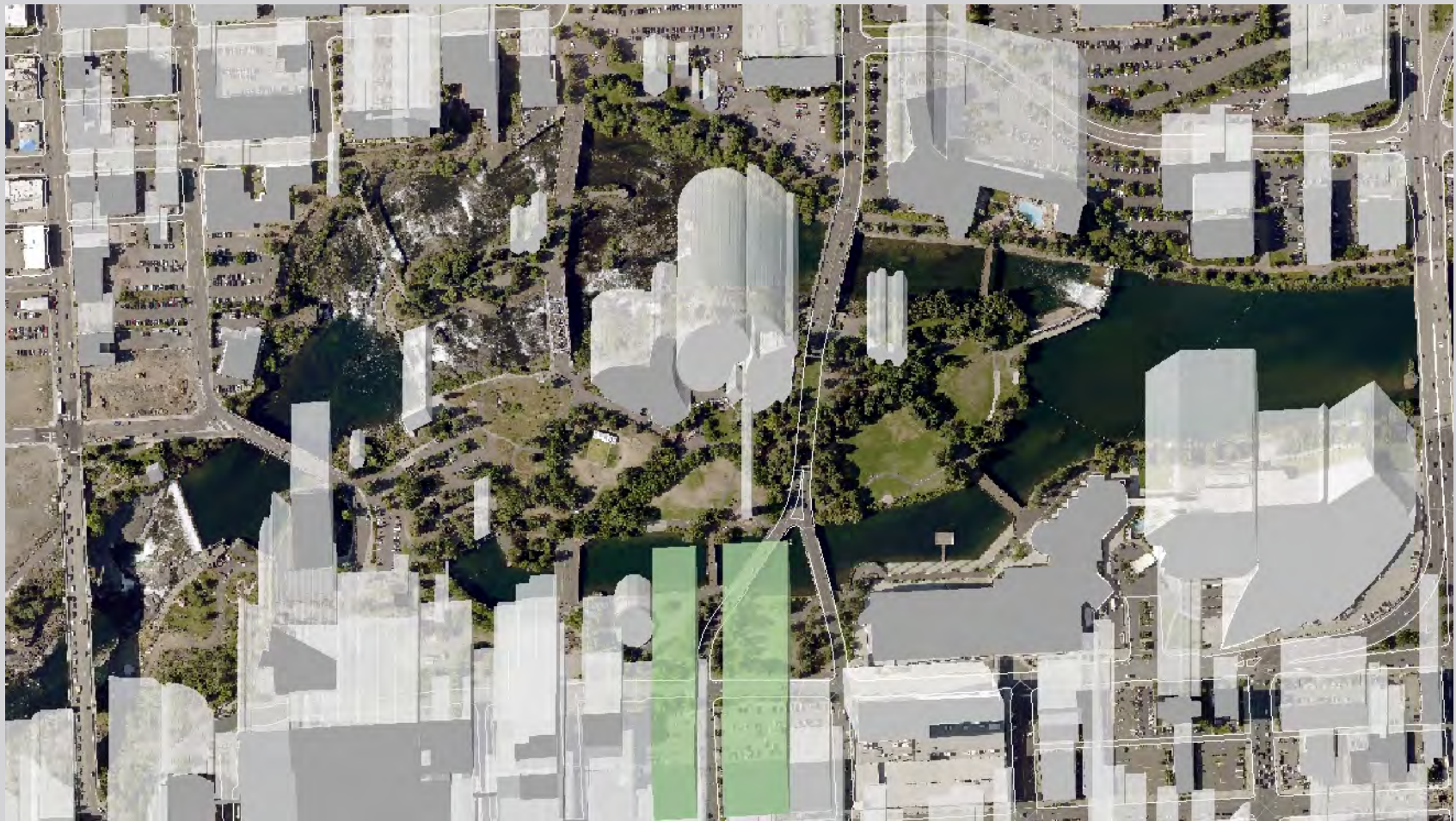
Exhibit A





Winter Solstice 12PM | South 200 FT

Exhibit A

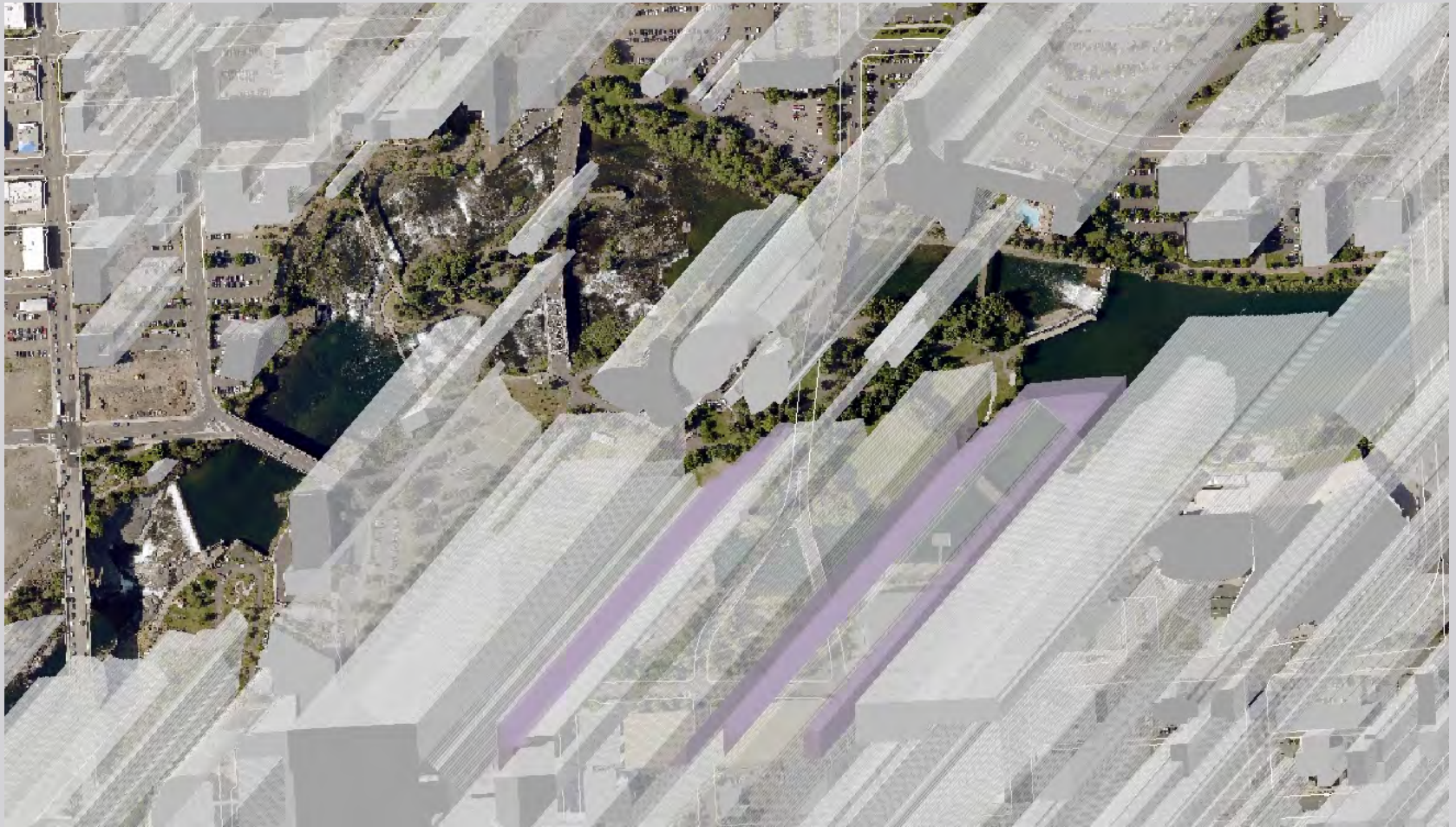


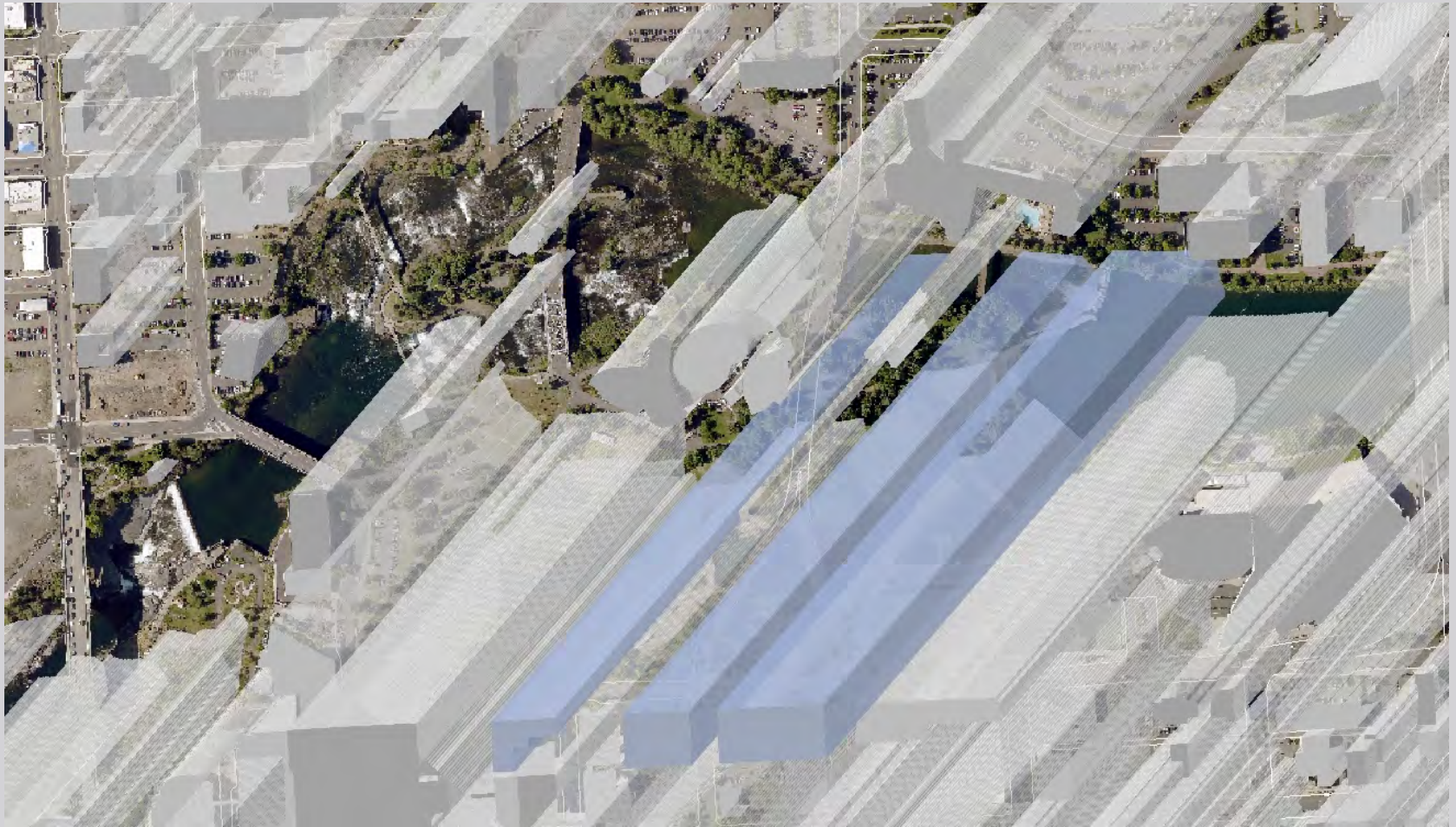




Winter Solstice 3PM | Existing Max Hgt.

Exhibit A

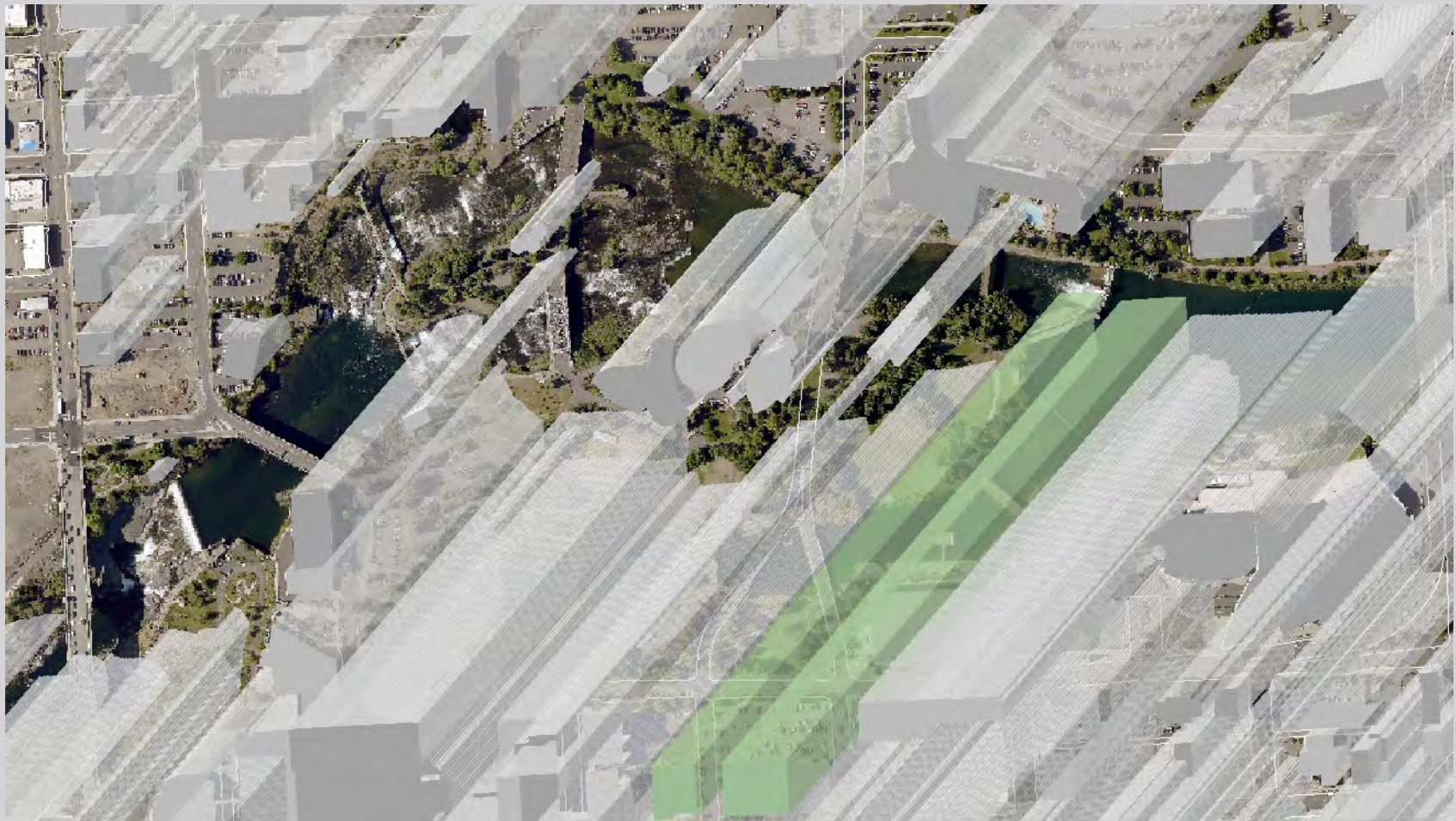






Winter Solstice 3PM | South 200 FT

Exhibit A

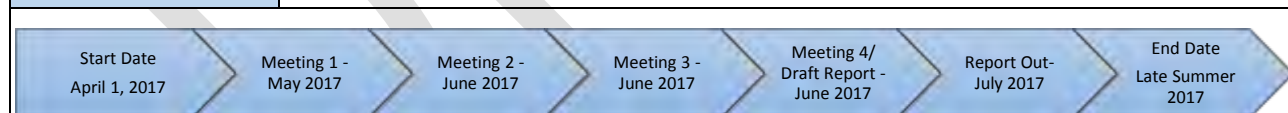


APPENDIX C

**PROJECT CHARTER, Study Spokane Falls Blvd Bldg. Height Limits**

DRAFT For Plan Commission Consideration - April 12, 2017

| | |
|---------------------------------|---|
| Project Title: | Spokane Falls Blvd Building Heights, DTC-100 zoning |
| Project Sponsor(s): | Ben Stuckart, City Council President |
| Project Manager: | Lisa Key, Planning Director |
| Project Purpose: | To determine a recommended approach to address concerns from property owners/developers that the requirements of Spokane Municipal Code (SMC) 17C.124.220 as it relates to heights of buildings on the south side of Spokane Falls Boulevard. |
| High-Level Requirements: | <ul style="list-style-type: none"> • Convene a Stakeholder Working Group – Discuss project purpose and explore possible solutions to stated issues. • Final Report summarizing issue background, summary of findings from working group, and recommendations for possible code amendment, possible changes to policy as part of a planned Downtown Plan update, or through a possible Comprehensive Plan policy amendment. • Presentations on findings to Plan Commission and possibly City Council. |
| Risks: | <ul style="list-style-type: none"> • This project was recently added to the Plan Commission work program and may delay work on other projects. • This project has the potential to be highly controversial which may delay the completion and final deliverables. |
| Constraints: | <ul style="list-style-type: none"> • Scope needs to be limited to make efficient use of stakeholders' time, limited budget, and staff resources. • Outcome will be a potential recommendation on future action not a direct change to policy or code. • Limited effect (# of affected parcels); these sites have been identified as key sites in the Downtown Plan. |
| Project Timeline: | Completion of report and recommendations by late summer. |



| Staff Technical Assistance Team | | |
|---------------------------------|----------------|-----------------------------|
| Project Role | Name | Job Title |
| Project Sponsor | Ben Stuckart | City Council President |
| Project Manager | Lisa Key | Planning Director |
| Project Coordinator | Tirrell Black | Associate Planner |
| Project Team Member | Kevin Freibott | Assistant Planner |
| Project Team Member | Omar Akkari | Urban Designer |
| Urban Design Consultant | Mark Hinshaw | Urban Designer, Walker Macy |

**PROJECT CHARTER, Study Spokane Falls Blvd Bldg. Height Limits**

DRAFT For Plan Commission Consideration - April 12, 2017

ADDITIONAL INFORMATION:

Topic/Goal: To determine a recommended approach to addressing stated concerns from property owners/developers that the requirements of Spokane Municipal Code (SMC) 17C.124.220 as it relates to heights of buildings on the south side of Spokane Falls Boulevard.

Directive: Form a working group and study potential alternatives to the SMC provision and report back to the Plan Commission, per Plan Commission directive at the workshop on March 22, 2017.

Budget/Funding Source: Planning Department, Consultant Services Budget, not to exceed \$9800. (Budget does not include in-kind costs.)

Workgroup Members (13 + Staff):

- Plan Commissioners (3)
- Community Assembly Representative (1)
- Parks Board Members (2)
- Parks Staff (1 + 1 Alternate)
- Planning Staff (1)
- Downtown Spokane Partnership (1 + 1 Alternate)
- Owner Representative (1)
- Citizen-at-Large Representative (1)
- Riverside Neighborhood Representative (1)
- Industry Representative (2)

Final Outcome/Deliverable: Final report (approx. 10 pages) giving limited background, summary of findings, and recommendation.

Meeting Plan: Four workgroup meetings, bi-weekly or monthly, with the following goals:

- Meeting 1 – Discuss background and project goals, walk length of project to familiarize group with topic.
- Meeting 2 – Review alternative designs possible consistent with existing Comprehensive Plan and Downtown Plan policy, that could be addressed through code amendment. Discuss possible refinements to policy that could be contemplated as part of the Downtown Plan Update, or through a possible Comprehensive Plan Amendment.
- Meeting 3 – Continue to refine topics discussed in Meeting 2. Develop draft recommendations for further refinement in Meeting 4.
- Meeting 4 – Summarize findings of analysis and compile final recommendations for report.

Possible Consultant Assistance: Consider using Mark Hinshaw (Walker-Macy) under current Personal Services Agreement. Mr. Hinshaw would likely help develop possible design alternatives within the current code and to facilitate discussion.

**PROJECT CHARTER, Study Spokane Falls Blvd Bldg. Height Limits****DRAFT For Plan Commission Consideration - April 12, 2017**

Report: Following the meetings, Planning Department staff will create the final product, in consultation with the working group chair, and report back to Plan Commission with the final findings. The report will include the following:

- Review of existing policy, code, and design standards (Comprehensive Plan, Downtown Plan, SMC).
- Review of previous and updated shading studies and the effect of shading on the park/public uses.
- Design examples that fit the current policy.
- Potential code modifications/clarification that can be developed immediately (SMC), consistent with existing policy.
- Potential update/amendment to policy established in the Downtown Plan for possible consideration during 2018 Downtown Plan Update.
- Recommendations for additional/updated policy, code, and design standard guidance.

Following preparation of the report and circulation to the Plan Commission, Staff will present the findings at a Plan Commission workshop.

Plan Commission Working Group
Spokane Falls Blvd Heights, DTC-100 zone standards
Participants (May 2017)

| name | affiliation |
|-----------------|--|
| Todd Beyreuther | Spokane Plan Commissioner |
| Mike Baker | Spokane Plan Commissioner (alternate) |
| Chris Batten | Spokane Plan Commissioner |
| Christy Jeffers | Spokane Plan Commissioner |
| Greg Francis | Community Assembly |
| Chris Wright | Spokane Parks Board |
| Mark Richard | Downtown Spokane Partnership |
| Andrew Rolwes | Downtown Spokane Partnership (alternate) |
| Jim Price | Citizen Representative |
| Jim Kolva | Riverside Neighborhood Representative |
| Lisa Key | Spokane Planning Director |
| Leroy Eadie | Spokane Parks Director |
| Gary Bernardo | Bernardo Wills Architects |
| Ann Martin | Heylman Martin Architects |
| David Peterson | Goodale & Barbieri |

Working Group Responsibilities

The Stakeholder Working Group is comprised of a range of stakeholders. Working Group responsibilities include:

- Attending all the meetings if possible.
- Assigning an alternate if unable to attend all meetings.
- As a subcommittee of the Plan Commission, meetings will be held in a manner that conforms to the spirit of the Open Public Meetings Act. Meetings will be noticed and open to public attendance.

If approached by a media outlet, Working Group members will speak on behalf of themselves and not on behalf of the Working Group as a whole. Members may refer media inquiries to Julie Happy, Communications Manager, Business and Developer Services with the City of Spokane (jhappy@spokanecity.org or 509.625.7773).

Meeting Guidelines

The stakeholder working group will adhere to the following discussion guidelines:

- Listen when others are speaking.
- Seek to understand before seeking to be understood.
- Let the facilitator know if you feel like another participant is behaving disrespectfully or preventing you from speaking up.
- Focus on constructive problem-solving, not personalities.
- It's okay to disagree.

Working Principles

Draft: 5/17/2017 for discussion at Meeting #2, June 6, 2017

Presentations on May 16 led to a robust discussion that followed. There seemed to be general agreement on many issues. To formalize this, we have drafted a number of key principles that can inform further discussions and help shape an eventual approach. These are not in any order of importance; they are equally important.

Unique Place

Create a positive, highly identifiable environment in the area bounded by Main Street, the Spokane River and Riverfront Park, Lincoln Street, and Washington Street that will draw people to a wide range of public and private destinations.

Integrated Development

Guide the redevelopment of properties along the south side of Spokane Fall Boulevard in order to result in a seamless integration with the enhanced park, so that entire area is a lively and ever-changing part of downtown.

Active Streetscapes

Ensure a lively and activated streetscape through both management of public spaces and activation by commercial uses that embrace the public realm.

Varied Building Forms

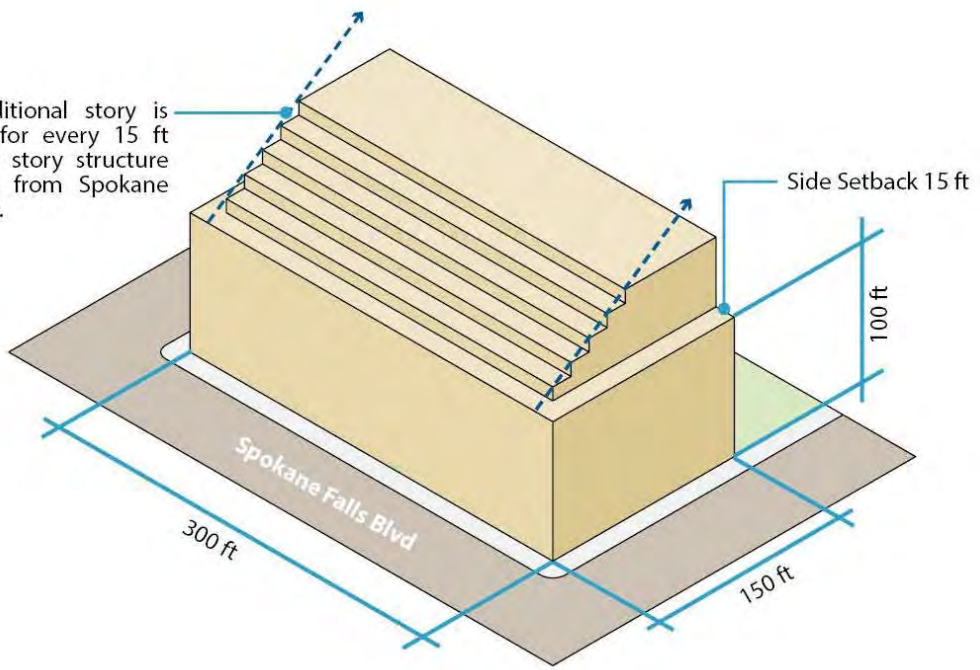
Promote flexibility in building location, form, height, and massing. Avoid creating a continuous “wall” effect fronting the park.

Howard Street Corridor

Preserve significant amounts of sunlight throughout the year on the highly important Howard Street corridor through the park.

Exhibit A

One additional story is allowed for every 15 ft of upper story structure stepback from Spokane Falls Blvd.



One additional story is allowed for every 15 ft of upper story structure stepback from Spokane Falls Blvd.

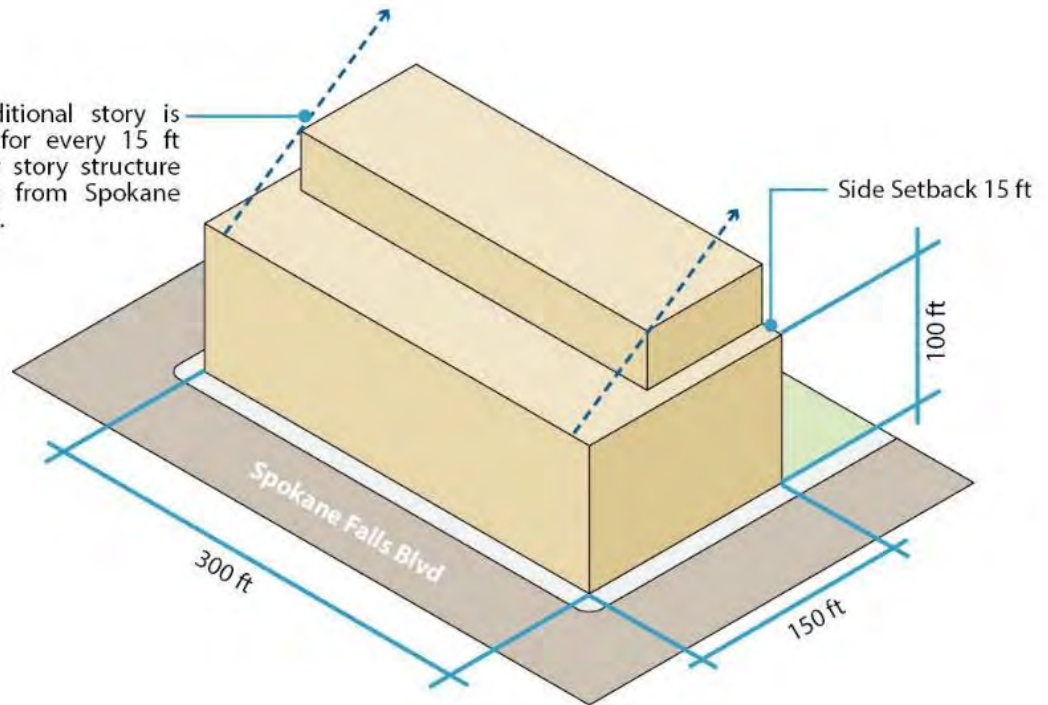
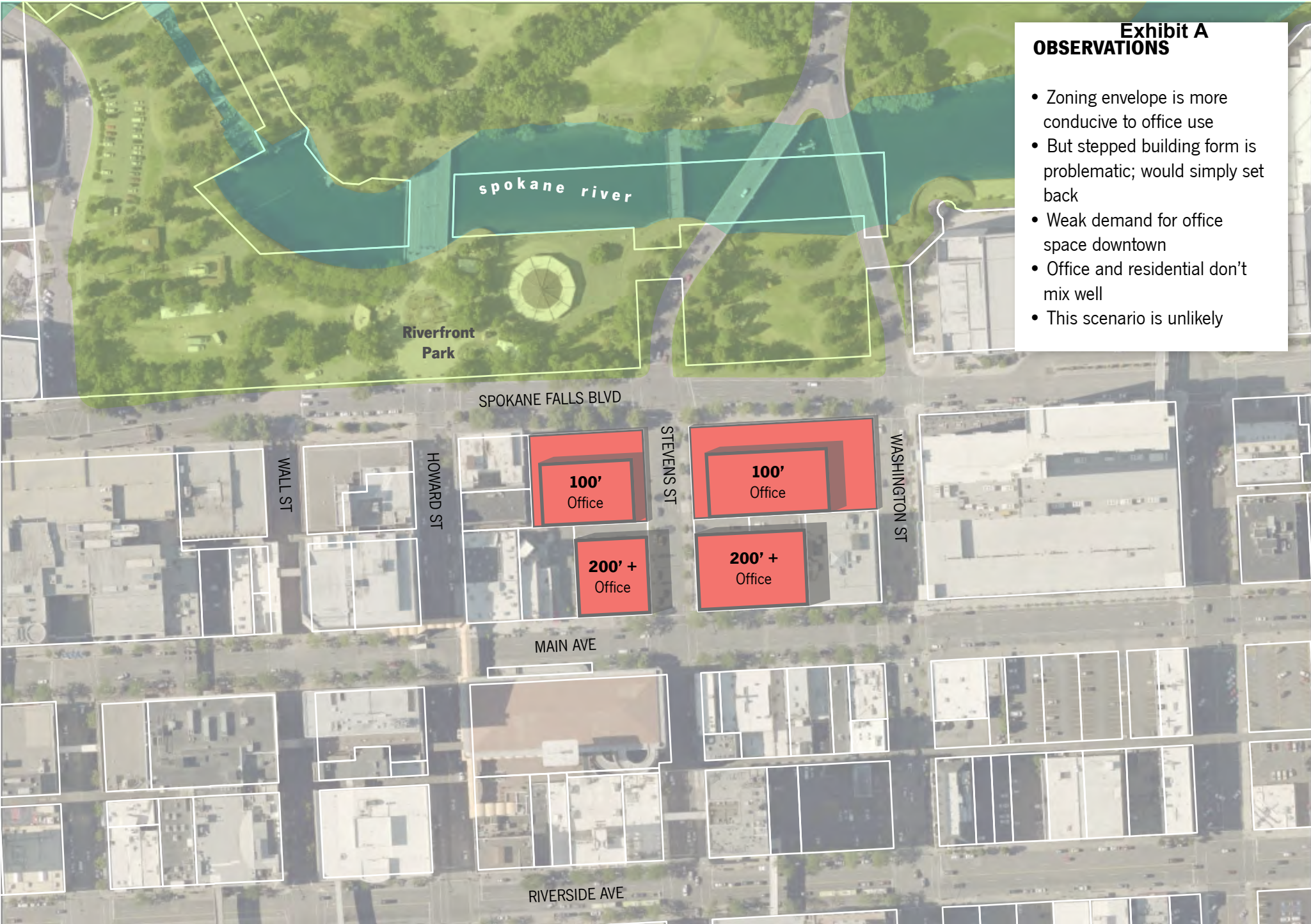


Exhibit A
OBSERVATIONS

- Zoning envelope is more conducive to office use
- But stepped building form is problematic; would simply set back
- Weak demand for office space downtown
- Office and residential don't mix well
- This scenario is unlikely



Spokane Falls Blvd Building Height Limits

Alternative A - Office (Current Regulations)





- Exhibit A**
OBSERVATIONS
- Residential buildings set back to take advantage of greater height
 - Probably within range of 10 to 12 floors
 - Buildings over 75' are much more costly to construct
 - 5 to 6 additional floors above 75' not enough to offset increased cost
 - This scenario is possible but not likely

Spokane Falls Blvd Building Height Limits

Alternative B - Residential or Hotel (Current Regulations)



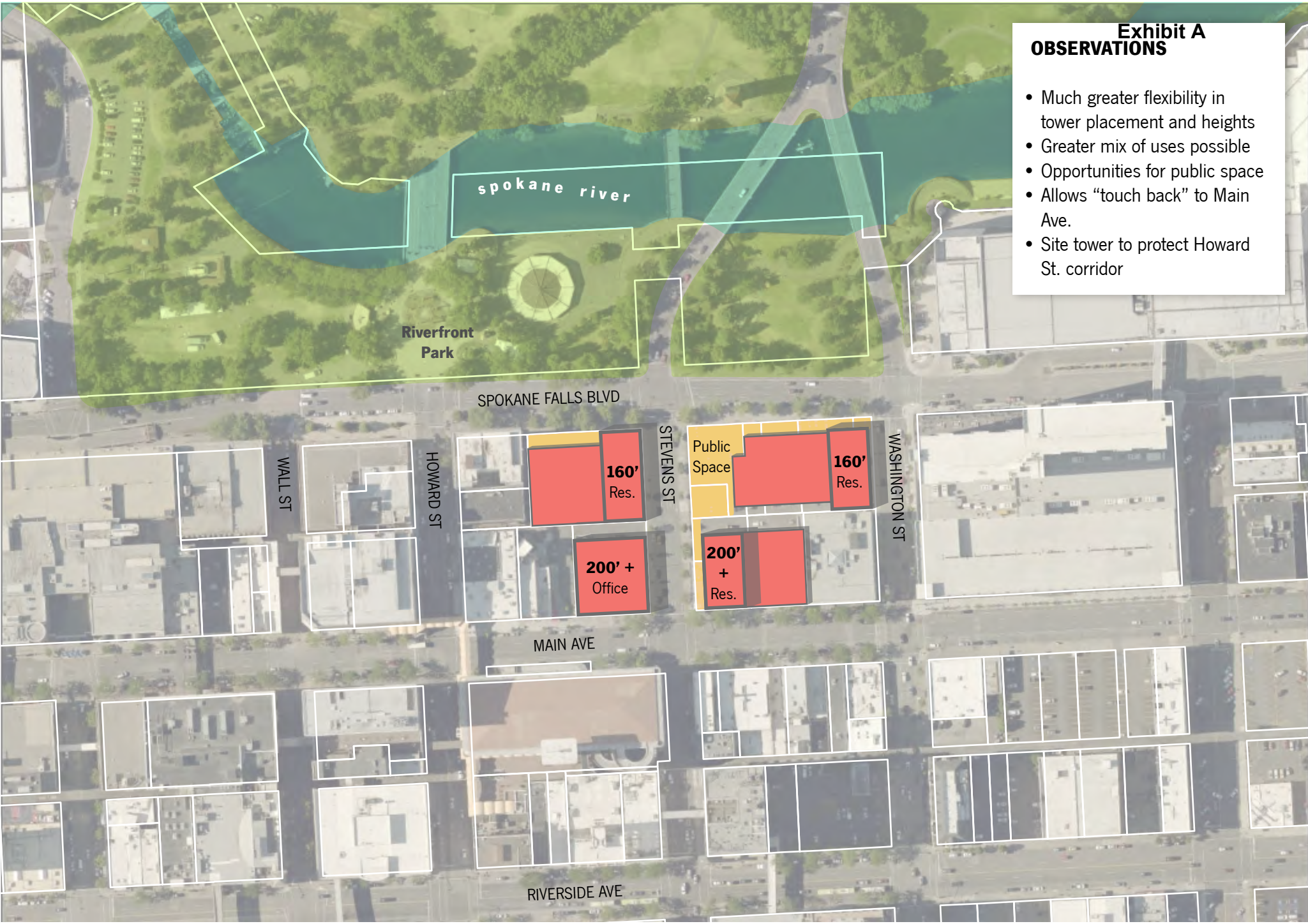


Exhibit A
OBSERVATIONS

- Much greater flexibility in tower placement and heights
- Greater mix of uses possible
- Opportunities for public space
- Allows “touch back” to Main Ave.
- Site tower to protect Howard St. corridor

Spokane Falls Blvd Building Height Limits

Alternative C - Using the “Plans in Lieu” Option



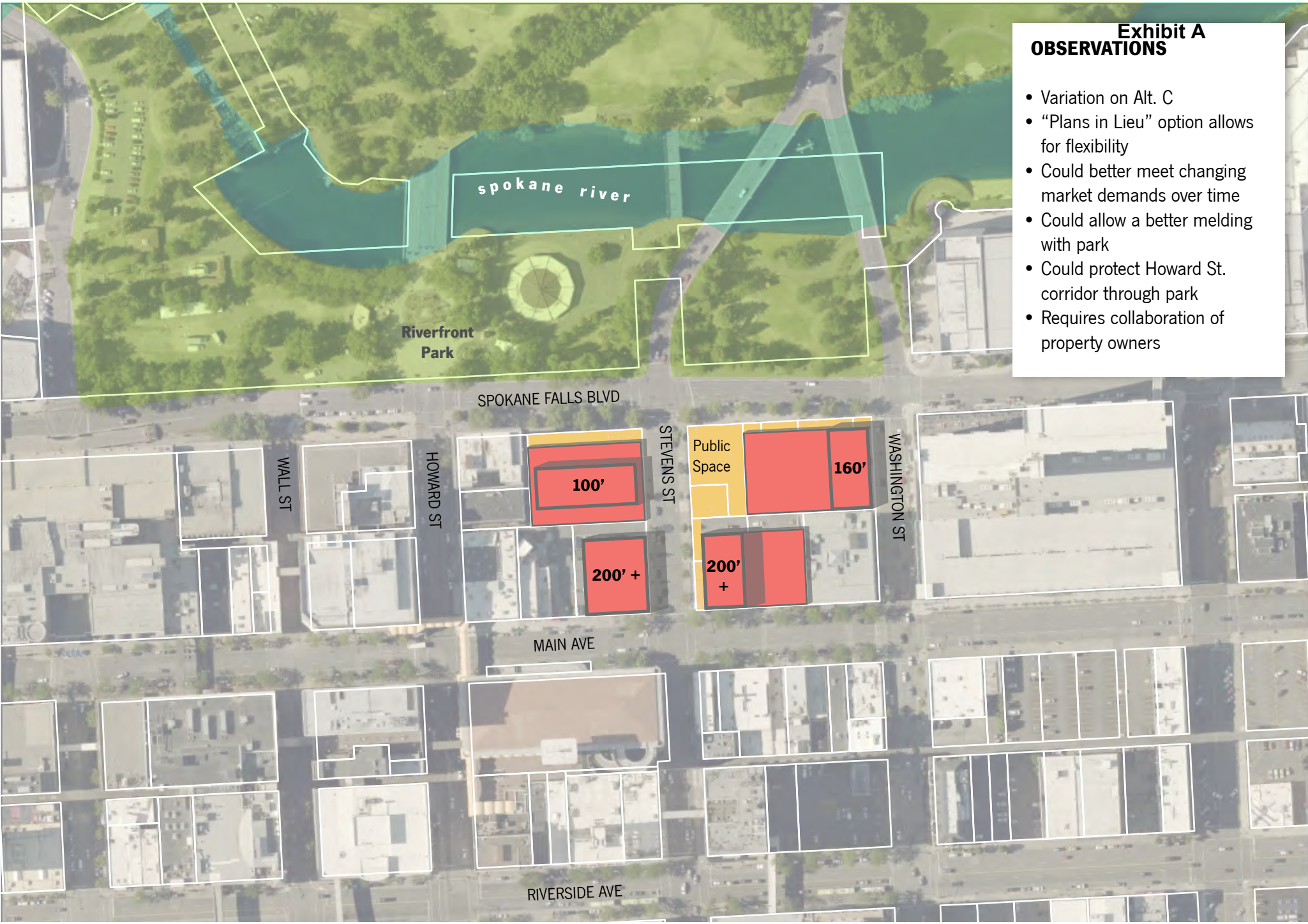


Exhibit A
OBSERVATIONS

- Variation on Alt. C
- “Plans in Lieu” option allows for flexibility
- Could better meet changing market demands over time
- Could allow a better melding with park
- Could protect Howard St. corridor through park
- Requires collaboration of property owners

Spokane Falls Blvd Building Height Limits

Alternative D - Using the “Plans in Lieu” Option



Exhibit A

**JUNE 21st
10 AM**



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Summer Solstice

Exhibit A

**JUNE 21st
11 AM**



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Summer Solstice

Exhibit A

**JUNE 21st
12 PM**



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Summer Solstice

Exhibit A

JUNE 21st
1 PM



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Summer Solstice

Exhibit A

JUNE 21st
2 PM



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Summer Solstice

Exhibit A

**DEC. 21st
10 AM**



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Winter Solstice

Exhibit A

**DEC. 21st
11 AM**



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Winter Solstice

Exhibit A

**DEC. 21st
12 PM**



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Winter Solstice

Exhibit A

DEC. 21st
1 PM



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Winter Solstice

Exhibit A

**DEC. 21st
2 PM**



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Winter Solstice

Exhibit A

SEPT. 21st
10 AM



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Autumn Equinox

Exhibit A

SEPT. 21st
11 AM



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Autumn Equinox

Exhibit A

SEPT. 21st
12 PM



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Autumn Equinox

Exhibit A

SEPT. 21st
1 PM



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Autumn Equinox

Exhibit A

SEPT. 21st
2 PM



Spokane Falls Blvd Building Height Limits

Alternative C - Shadow Study, Autumn Equinox



May 16, 2017

Members of the Spokane Falls Boulevard Building Height Working Group
808 W. Spokane Falls Boulevard
Spokane, WA 99201

RE: Spokane Falls Boulevard Height Restrictions

Dear Members of the Spokane Falls Boulevard Building Height Working Group,

Thank you for allowing me to be part of this group and voice the ideas and concerns of Spokane developers and businesses. The concept of removing the Height Restriction along Spokane Falls Boulevard is important and worth consideration.

Prior to 2009, all properties along Spokane Falls Boulevard were in the unlimited height zone. This height restriction has created unintended consequences for new development. To date, already led to a loss of sizeable development along Spokane Falls Boulevard.

It created a hardship for developer Walt Worthy in developing the Davenport Grand Hotel however the City of Spokane recognized the constraints and took action to resolve. The city stated the intent of this title was to provide flexibility, adaptability, and reasonableness when special conditions exist and the strict application of the standard/procedure would not serve a public purpose. Ultimately, the development was allowed to move forward and the 100 foot height limitation was approved to accommodate a 165 foot building. The City of Spokane stated the project would add to the vitality of our Downtown Core.

The problem with the current zoning DTC-100 is that it creates an unrealistic height limit. Collectively, we need to create opportunities that will draw people to downtown and allow Spokane to grow and be more competitive. We believe Spokane Falls Boulevard properties are key for development that will help transform Spokane to an area that will attract business.

The future of Downtown Spokane will be anchored by young professionals that will want to live, work and play in an energetic community. Vibrant downtowns create healthy cities. Competition is fierce among cities to attract young professionals and new business. If Spokane fails to create this opportunity, we risk the economic benefits of job creation.

We need to continue the resurgence of our downtown and add to the momentum already generated by properties including the Michael Building, Davenport Grant Hotel, Chronicle Apartments, The M, and soon to be Ridpath Club Apartments.

We need to attract new downtown development and continue to develop residential, office, and retail opportunities for everyone. A vibrant downtown benefits everyone in many of the following ways:

- Enhance transit ridership
- Bring day-to-day activity and density closer to the park and central core
- Pride of community and regional name recognition
- Increased foot traffic in Riverfront Park
- New construction jobs
- New and improved tax base
- New jobs created by businesses occupying office space
- New livable apartments bringing residents downtown and generating business for retail shops and restaurants
- Increase developer probability of success

I would ask that we collaboratively work together to find a creative solution to remove the current Spokane Falls Boulevard Height Restriction.

Respectfully,



David Peterson
Executive Vice President and COO
Goodale & Barbieri Company

Dp/crm

Cc: Mark Richard

Spokane Falls Blvd Height Restriction

Plan Commission Working Group

May 16, 2017

Problem statement:

Current Spokane Municipal Code and correlating Zoning restrictions have played a significant role in preventing catalytic private investment on several key parcels identified as an “opportunity” location in the Downtown Plan.

Background:

Dating back to approximately 2009, provisions were put in place in municipal code and zoning regulations that require significant setbacks and/or stair stepping of any structure placed on 4 parcels immediately adjacent to the south of Riverfront Park, under the auspices of reducing shade that could be cast on the public park as caused by vertical development.

As a result, the sites are limited to improvements above approximately 140 feet in height, causing the loss of significant air space that could otherwise enable a mixed use housing or commercial office project to perform on these locations. The adverse impact of the regulations are evidenced directly by the loss of at least one multi-million dollar development.

The Growth Management Act, Comprehensive Plan and Downtown Plan all call for high density infill development to occur in the downtown core. In fact, counter to these mandates and policies to reduce shadows in the Park, these affected parcels are identified as Opportunity Sites in the adopted Downtown Plan. Refer to Chapters 3 and 4 of the adopted Downtown Plan.

Chapter 3

- 2.2 Encourage increased density and smaller building footprints (especially within Downtown Core and along railroad viaduct)
- 2.3 Reduce the supply of off-street surface parking through higher and better uses of available land

Chapter 4

pg 72; majority of properties impacted by the shadow restrictions are identified as Catalytic Opportunity Sites 1 and 2

Pg 80 “The tallest and most intensive new development within Spokane should be concentrated within Downtown”

pg 85 Map 4.3; a significant portion of the effected sites are identified as “catalytic opportunity sites in

The level of detail and subsequent limitations placed on these “catalytic opportunity sites” as referenced on pages 81-85 of the Downtown Plan and corresponding City Code are inconsistent with the market’s ability to sustain anything remotely catalytic, and cannot be underestimated in their impact on curtailing development at all over the past 10 years.

Further, the ordinance does not achieve the “desired outcome” of reducing shadows on the Park. Physical structures of 300’ or more could be built on the south, or Main street side of the block, that would cast greater shadows on the Park than that which is presently allowed adjacent to the Park. The unintended consequences of existing regulations has deterred development in this area, primarily due to loss of projected return on investment and the related inability to fully capture the attributes of park-side development. What arguable are the most desirable locations to develop in the Downtown Core has been rendered much less desirable.

The Central City Line mass transit project proposed by Spokane Transit Authority identifies these parcels as “Opportunity Sites” that are used in STA’s calculating an estimated \$175,000,000 economic impact (<https://www.spokanetransit.com/files/content/CCL-Economic-Impact-Study-12-2014.pdf>) along the route as compelling data in arguing the need for a federal Small Starts Grant. If this return is to be fully realized, restrictions on these parcels need to be removed to allow for development to occur.

Taxpayers in the City voted to have over \$60,000,000 invested into renovating the iconic Riverfront Park, and yet, this investment is insufficient to catalyze either commercial or mixed use residential development in what is one of the strongest markets Spokane has experienced in 20 years or more. It is our professional opinion this is in large part due to the restrictions imposed on these parcels.

Economic development (Rejuvenation of the core area of downtown, as well as the generation of tax dollars to the city and job creation that would result) was one of the top messaging points used in promoting the passage of the 2014 Riverfront Park Bond Proposition 2 to voters. This campaign decision was driven by polling data gathered by Moore Information on August 6-7 of 2014, which showed 71% of surveyed voters were more likely to vote for the measure if the aforementioned was true. The rationale for support among surveyed voters was true across all Party lines. *see attachment A

Demand to live and work adjacent to parks is such that higher density development on these parcels would allow Spokane City Parks to better realize this claim of economic and tax revenue return. A 2001 study conducted by John Crompton from the Department of Recreation, Park and Tourism Sciences out of Texas A&M (http://www.actrees.org/files/Research/parks_on_property_values.pdf) concluded after researching 30 independent analyses including one analysis done by none other than Frederick Law Olmsted’s, that the values of residential property are directly and positively impacted by their proximity to parks (up to 20%) and that tax revenues generated by additional values created. Olmsted’s study of New York’s Central Park concluded that “when aggregated, it is sufficient to pay the annual debt charges required to retire the bonds used to acquire and develop the park”. Though much of Riverfront Park is already improved for government and public uses, we believe it to be irrefutable that enhanced values would drive significant increases in taxes generated by the Park, if this restriction were to be lifted. In fact, it was Mr. Olmsted himself, the study cites, who first proposed this theory. This study opined that it was his “proximate principle” that was responsible for convincing key decision makers to fund New York’s Central Park; and he went on to prove his theory with empirical data as can be read in the research paper. This documentary evidence, the study finds, resulted in this Proximate Principle

being adopted as conventional wisdom by planners and park advocates and has resulted in subsequent studies and successful development around countless parks since.

The same assertion is held by the American Planning Association as can be reviewed in this briefing paper: (<https://www.planning.org/cityparks/briefingpapers/economicdevelopment.htm>). It quotes results from several case studies including Centennial Olympic Park in Atlanta "Atlanta: After Centennial Olympic Park was built, adjacent condominium prices rose from \$115 to \$250 a square foot." As noted on the Centennial Olympic Park website, "Thousands of people who have made the move to downtown Atlanta have chosen Centennial Olympic Park as their front yard." www.centennialpark.com.

Parks surrounded by high rise commercial and residential development exist across the world. The reasoning for this is likely the same; people want to live adjacent to parks and open spaces. This demand creates significant private investment and the tax revenues that follow.

Having windows and/or balconies overlooking Riverfront Park will improve the overall safety of the park. Just as is the case with good planning that calls for mixed use street level spaces, "**eyes on the street policing**" derived from dense high-rise development will deter crime and nuisance behaviors because people anticipate they are being watched. Conversely, restricting these parcels in such a way that they continue to be utilized as surface parking lots or parking garages will have the opposite effect. This concept is proven best practices theory for CPTED design.

Finally, the public right of way adjacent to these parcels is wider than most, if not all, in the Downtown Core. With **Sidewalks spanning up to 40 feet** in width, we contend our forefathers already addressed visual setback and shading on Riverfront Park by redeveloping the south side of the park to include abnormally wide sidewalks.

Conclusion:

In order to counter national retail trends, to attract outside companies and bright successful minds, to maximize the public investment in Riverfront Park and to catalyze economic development in the Downtown Core, it is necessary to remove shadow policies that currently restrict some of the most desirable real estate in the City along the southern border of Riverfront Park from development.

Respectfully,

Mark Richard
President and CEO; Downtown Spokane Partnership
509-456-0580

Mechanism for Allowing Greater Flexibility in Building Heights

I. Options for Implementation

- A. Existing “Plans in Lieu” Method
- B. Newly-created Special District
- C. Amend existing code for DTC-100 zone

II. Desired Outcomes

- A. Replace surface parking lots with a mixture of uses
- B. Put a activity on the street
- C. Create relationships with the enhanced park

III. Principles

A. Unique Place

Create a positive, highly identifiable environment in the area bounded by Main Street, the Spokane River and Riverfront Park, Lincoln Street, and Washington Street that will draw people to a wide range of public and private destinations.

B. Integrated Development

Guide the redevelopment of properties along the south side of Spokane Fall Boulevard in order to result in a seamless integration with the enhanced park, so that entire area is a lively and ever-changing part of downtown.

C. Active Streetscapes

Ensure a lively and activated streetscape through both management of public spaces and activation by commercial uses that embrace the public realm.

D. Varied Building Forms

Promote flexibility in building location, form, height, and massing. Avoid creating a continuous “wall” effect fronting the park.

E. Economic Development

Attract types of development and uses that can reinforce activities and spaces associated with the park and residents who can monitor and populate the area.

F. Howard Street Corridor

Preserve significant amounts of sunlight throughout the year on the highly important Howard Street corridor through the park

IV. Development Standards

- A. Floors occupied exclusively by residential use may be allowed to extend above the underlying height limit under certain conditions as indicated below.
- B. Floor plates above 100 feet shall be no larger than 14,000 sf
- C. The long dimension of building floors above 100 feet shall be perpendicular to Spokane Falls Blvd.
- D. Towers above 100 feet shall be spaced apart no less than 70 feet (roughly the same as a north/south street cross section).
- E. Active retail uses (shops, personal services, and food services) shall occupy no less than 60% of the street frontage. Corporate offices, banks, and financial institutions do not qualify as retail. Such uses shall have entrances directly on the public sidewalk.

V. Design Review & Guidelines

Because this a departure from the original intent of the underlying zone and due to the proximity of Riverside Park, development in this area should receive extra attention through the City's design review process. In this review, a number of expectations will need to be demonstrated by proposed buildings:

- A. Architectural detail at the ground level that supports people walking, lingering, eating, and socializing. This should include elements such as moveable tables and chairs, pedestrian-scaled lighting, pedestrian-scaled signs, generous windows that open out to the park with possibly roll-up or sliding sections, canopies, and artwork.
- B. Enhancements to the existing sidewalk areas to ensure that they feel welcoming, usable, visually interesting, and usable to all members of the public. Ways of extending character-giving aspects of the park should be provided in this wide sidewalk area. For example, places for live music and temporary art could be provided.
- C. Upper stories of buildings should be articulated with architectural "sculpting" such as decks, balconies, projecting bays, recesses, offsets, changes in materials and color, roof gardens, upper levels setbacks. Flat, featureless, rectilinear forms are to be avoided.
- D. In order to reflect the importance of a gateway effect, the corners of buildings should be given special treatment such as public spaces, distinctive architectural expressions, major entrances, dramatic lighting, and unique landscape design.
- E. At the initial stage of review, the Design Review Board should express its priorities and not merely react to already-designed proposals. The process between the DRB and the applicant shall be a collaborative one. Adherence to the principles listed previously shall inform the review.

Working Outline Draft 6/20/2017

The following document was originally discussed at the third meeting of the Working Group on June 13. Additional edits, shown in tracked changes, have been made by staff in response to discussion at that meeting and after additional research into the topic.

Mechanism for Allowing Greater Flexibility in Building Heights

I. Options for Implementation

- A. Existing "Plans in Lieu" Method.
- B. Newly-created Special District.
- C. Amend existing code for DTC-100 zone.

The working group feels that Option C is the most effective solution available. Amendments to the DTC-100 zone would be need to be consistent with the Downtown Plan, which identifies properties within the DTC-100 as catalytic opportunity sites.

II. Desired Outcomes

- A. Create opportunities within the DTC-100 zone for mixed-use redevelopment and incentives for residential development to occur in an economically viable manner.
- B. Put activity on the street.
- C. Create relationships with the enhanced park.
- D. Consider and mitigate development impacts to light, air, vistas and shade to the park, especially along the Howard Street Promenade within Riverfront Park, while allowing more flexibility in development standards.

Deleted: Replace surface parking lots with a mixture of uses

Deleted: the

Deleted: of surface parking lots across from Spokane Falls Blvd

Deleted: Minimize

Deleted: impacts

III. Principles

A. Unique Place

Create a positive, highly identifiable environment in the area bounded by Main Street, the Spokane River and Riverfront Park, Lincoln Street, and Washington Street that will draw people to a wide range of public and private destinations.

B. Integrated Development

Guide the redevelopment of properties along the south side of Spokane Falls Boulevard in order to result in a seamless integration with the enhanced park, so that the entire area is a lively and ever-changing part of downtown.

C. Active Streetscapes

Ensure a lively and activated streetscape through both management of public spaces and activation by commercial and residential uses that embrace the public realm.

D. Varied Building Forms

Promote flexibility in building location, form, height, and massing. Avoid creating a continuous “wall” effect fronting the park.

E. Economic Development

Attract types of development and uses that can reinforce activities and spaces associated with the park and residents who can monitor and populate the area.

F. Howard Street Corridor

Preserve significant amounts of sunlight throughout the year on the highly important Howard Street corridor through the park.

IV. Development Standards (Conceptual)¹

The following development standards would necessitate code amendments to SMC 17C.124.220.

A. Floors occupied exclusively by residential, live/work, and/or hotel uses may be allowed as a bonus to extend above the underlying height limit under certain conditions as indicated below.

Deleted:

B. If residential and hotel uses are located in the 100 foot building base, an equal area of non-residential uses may be permitted above 100 ft, provided all other requirements of the bonus height provisions have been met.

C. Floor plates above 100 feet shall be no larger than 14,000 sf (or as may be determined from the subsequent public process).

Commented [A1]: The Working Group discussed the floor plate standards applicable to the north bank (145 feet maximum diagonal) but on further calculation that standard was found to be more restrictive than this original number. Thus, no change has been made here.

D. The long dimension of building floors above 100 feet shall be perpendicular to Spokane Falls Blvd.

E. Towers above 100 feet shall be spaced apart no less than 50 to 70 feet (roughly the same as a north/south street cross section) or as may be determined from the subsequent public process.

F. Active retail (shops, personal services, and food services) or residential uses shall occupy no less than 50% of the street frontage. Corporate offices, banks, and financial institutions do not qualify as retail. Such uses shall have entrances directly on the public sidewalk.

Deleted: uses

Deleted: 60

V. Design Review & Guidelines

Because of the relationship of properties in the DTC-100 Zone to significant public open spaces, such as Riverfront Park, development should receive extra attention through the

Deleted: this a departure from the original intent of the underlying zone and due to the proximity of Riverside

Deleted: in this area of these catalytic opportunity sites

¹ All numbers included in these standards are conceptual in nature and subject to future study and discussion.

City's design review process. In this review, a number of expectations will need to be demonstrated by proposed buildings:

- A. Architectural detail at the ground level that supports people walking, lingering, eating, and socializing. This should include elements such as moveable tables and chairs, pedestrian-scaled lighting, pedestrian-scaled signs, generous windows that open out to the park with possibly roll-up or sliding sections, canopies, and artwork.
- B. Enhancements to the existing sidewalk areas to ensure that they feel welcoming, usable, visually interesting, and usable to all members of the public. Ways of extending character-giving aspects of the park should be provided in this wide sidewalk area. For example, places for live music and temporary art could be provided.
- C. Upper stories of buildings should be articulated with architectural "sculpting" such as decks, balconies, projecting bays, recesses, offsets, changes in materials and color, roof gardens, upper levels setbacks. Flat, featureless, rectilinear forms are to be avoided.
- D. In order to reflect the importance of a gateway effect, the corners of buildings should be given special treatment such as public spaces, distinctive architectural expressions, major entrances, dramatic lighting, and unique landscape design.
- E. At the initial stage of review, the Design Review Board should express its priorities and not merely react to already-designed proposals. The process between the DRB and the applicant shall be a collaborative one. Adherence to the principles listed previously shall inform the review.

F. Any towers above 100 feet should be placed so as to give consideration to sunlight, air, views, and vistas, especially on the Howard Street Promenade within Riverfront Park.

Deleted: maintain maximize exposure

Deleted:

Deleted: corridor

VI. Additional Code Recommendations

- A. Replace the existing image in SMC 17C.124.220.E.1 with the updated image presented to the working group.
- B. Correct noted inconsistencies in the language in SMC 17C.124.220.

VII. Recommendation for Future Action²

- A. Plan for coordinated streetscape improvements along Spokane Falls Boulevard.
- B. Consider the elimination of the DTC-100 zone within the scope of the Downtown Plan Update.

² Outside the scope of the Working Group discussion.

C. Review of Downtown Design Standards and Guidelines, including a study of height and massing standards, as part of the Downtown Plan Update scope, or as a subsequent strategic action , assuming adequate budget and time.

Deleted: Study of height and massing as part of Downtown Plan Update

Deleted: <#>Additional items from Working Group . . . *

APPENDIX D



BUILDING HEIGHTS ALONG SPOKANE FALLS BOULEVARD

Plan Commission Working Group

Agenda: Meeting 1

Tuesday, May 16, 2017, 1:00 PM to 3:00 PM

| | | |
|---|-------------------------------|-------------|
| Welcome | Todd Beyreuther | 1:00 – 1:05 |
| Working Group Member Introductions | All | 1:05 – 1:15 |
| Project Goals | Lisa Key | 1:15 – 1:20 |
| <i>Riverfront Park Now</i> | Chris Wright or Garrett Jones | 1:20 – 1:30 |
| <i>Fast Forward Spokane: Downtown Plan Policy Review & Development Standards (Spokane Municipal Code 17C.124)</i> | Lisa Key | 1:30 – 1:45 |
| Shading Models | Lisa Key / Planning Staff | 2:00 – 2:10 |
| Working Group Discussion | Todd Beyreuther | 2:10 – 2:45 |
| Public Comment | Attendees | 2:45 – 2:50 |
| Site Visit – Walking Tour | Todd Beyreuther | 2:50 Depart |
| Adjourn | All | 3:30 |

Members of the public are invited to attend the meeting, but public discussion is limited to three minutes per person and at the time indicated in the agenda above.

Project Webpage:

<https://my.spokanecity.org/projects/building-heights-on-spokane-falls-boulevard/>

Project Contact:

Tirrell Black, Associate Planner

tblack@spokanecity.org

509.625.6185



BUILDING HEIGHTS ALONG SPOKANE FALLS BOULEVARD

Plan Commission Working Group

Agenda: Meeting 2

Tuesday, June 6, 2017, 1:00 PM to 3:00 PM, City Hall, Conference Room 5A

| | | |
|--|--|-------------|
| Welcome | Todd Beyreuther | 1:00 – 1:05 |
| Working Group Member Introductions | All | 1:05 – 1:15 |
| Project Goals, Recap Last Meeting | Lisa Key | 1:15 – 1:20 |
| Draft Principles | Mark Hinshaw, Walker Macy | 1:20 – 1:30 |
| Alternatives Analysis | Mark Hinshaw, Walker Macy | 1:30 – 2:00 |
| Property Owner – Alternatives for Building Placement and Use(s) | David Peterson, G&B Mark Richard, DSP | 2:00 – 2:30 |
| Working Group Discussion Goals to add? Questions to investigate? | Todd Beyreuther | 2:30 – 3:00 |
| Adjourn | All | 3:00 |

Members of the public are invited to attend the meeting, but discussion is limited to members of the working group.

Project Webpage:

<https://my.spokanecity.org/projects/building-heights-on-spokane-falls-boulevard/>

Project Contact:

Tirrell Black, Associate Planner

tblack@spokanecity.org

509.625.6185

**BUILDING HEIGHTS ALONG SPOKANE FALLS BOULEVARD****Plan Commission Working Group**

Agenda: Meeting 3**Tuesday, June 13, 2017, 1:00 PM to 3:00 PM, City Hall, Conference Room 5A**

| | | |
|-----------------------------------|---------------------------|-------------|
| Welcome | Todd Beyreuther | 1:00 – 1:05 |
| Project Goals, Meeting 2 Recap | Lisa Key | 1:05 – 1:15 |
| Conceptual Direction / Discussion | Mark Hinshaw, Walker Macy | 1:15 – 2:55 |
| Public Comment | Todd Beyreuther | 2:55 -3:00 |
| Adjourn | All | 3:00 |

Members of the public are invited to attend the meeting, but public discussion is limited to three minutes per person and at the time indicated in the agenda above.

Project Webpage:

<https://my.spokanecity.org/projects/building-heights-on-spokane-falls-boulevard/>

Project Contact:

Tirrell Black, Associate Planner

tblack@spokanecity.org

509.625.6185



BUILDING HEIGHTS ALONG SPOKANE FALLS BOULEVARD

Plan Commission Working Group

Agenda: Meeting 4

Tuesday, June 27, 2017, 1:00 PM to 3:00 PM, City Hall, Conference Room 5A

| | | |
|---|--------------------|-------------|
| Welcome | Chris Batten | 1:00 – 1:05 |
| Project Goals, Recap of process to date | Lisa Key | 1:05 – 1:15 |
| Review Outline “Allowing Flexibility in Building Height” / Discussion | Chris Batten / All | 1:15 – 2:45 |
| Additional Policies for Consideration in Downtown Plan Update / Discussion | Chris Batten / All | 2:45 – 2:55 |
| Public Comment | Chris Batten | 2:55 -3:00 |
| Adjourn | All | 3:00 |

Members of the public are invited to attend the meeting, but public discussion is limited to three minutes per person and at the time indicated in the agenda above.

Project Webpage:

<https://my.spokanecity.org/projects/building-heights-on-spokane-falls-boulevard/>

Project Contact:

Tirrell Black, Associate Planner

tblack@spokanecity.org

509.625.6185

Spokane Plan Commission

August 9, 2017

Meeting Minutes: Meeting called to order at 2:00 pm

Workshop Attendance:

- Board Members Present: Michael Baker; Todd Beyreuther, Jacob Brooks, John Dietzman, Christy Jeffers, Patricia Kienholz, Sylvia St.Clair, Community Assembly Liaison Greg Francis; Community Council Liaison Lori Kinnear
- Board Members not Present: Dennis Dellwo, Christopher Batten, Carole Shook
- Staff Members Present: Lisa Key, Darcie Jernberg

Public Comment:

- None

Briefing Session:

1. The July 26, 2017 meeting minutes approved unanimously with corrections made to change “Granite Park” to “Grant Park” and “Prairie District” being “Perry District”.

2. City Council Report- Lori Kinnear

- No Council Meeting- No Report Given

3. Community Assembly(CA) Liaison Reports –Greg Francis

- At the August 3, 2017 CA meeting, Council President Stuckart asked for support for the Commercial Structures in the Residential Zones. The CA voted to support the proposed changes with a vote 20/0, with 1 abstention.
- Sign Code Update Process- brief update
- Conducted a Survey on how neighborhoods work with developers- survey results are back and they are working on developing a training on how neighborhoods can interact with developers.
- Grant Park- potentially expanding and reconfiguring the existing parking lot for the Perry District.

4. President Report-

- No President Report

5. Transportation Sub-committee Report –John Dietzman

- Next meeting Sept 5th will be cancelled, but will have meetings in October and November, with street standards updates being the major focus for those meetings.

6. Secretary Report- Lisa Key

- Comp Plan is online it's more accessible, graphically pleasing and interactive
- Print copy \$314.00 per/copy. Comprehensive Plan and Appendix 5 is included.
- Online copy is in PDF it's a full document with live links to each chapter that can be downloaded.
- Patricia, John, Silvia, & Greg requested paper copies. If any members decide they want a paper copy, they can let Lisa know, and she will be happy to order a copy.
- No meeting August 23, 2017 summer sabbatical
- For the Spokane Falls Boulevard Building Heights Report, Lisa recommended that the Plan Commission allow comments from the working group members and the general public, with public comments limited to 3 minutes.

Workshops:

Spokane Falls Building Height Report out –Lisa Key

Presentation and overview given
Questions asked and answered
Discussion ensued

Guest Speaker Mark Richard president CEO from the Downtown Spokane Partnership spoke on housing for the downtown and future construction. Recommended that, for towers above the 100 foot base, a floor plate of 18,750 sq. feet be allowed, with a minimum 50 foot separation between the 2 towerd. Also, spoke on his concern about the limitation of retail space mainly concerning banks.

John Dietzmam moved to recommend striking the sentence “corporate office, banks, and financial institutions do not qualify as retail space.” seconded by Patricia Kienholz.

Motion Passed Unanimously (7/0)

Patricia Kienholz made a motion to recommend replacing the X on page 23 item C to read. “Floor plate above 100feet should not be larger than 18,750 sq. ft.” seconded by Christy Jeffers.

Motion Passed Unanimously (7/0)

By a vote of 7-0, the Plan Commission recommended forwarding the rep[ort on top City Council.

Citywide Capital Improvement Program Update –Crystal Marchand

Presentation and overview given
Questions asked and answered
Discussion ensued

Quality Housing Standards & Definitions –Alicia Ayers

Presentation and overview given
Questions asked and answered
Discussion ensued

Hearing:

1. Parklet Ordinance –Tami Palmquist

Presentation and overview given
Questions asked and answered
Discussion ensued

Public Comment: No Public Comment

Deliberations:

John Dietzan made a motion to recommend to the City Council the proposed changes to Section 10.55.060, Parklet Terms and Conditions, A.2 to state the applicant has the permission of the owner AND occupant, if different, of the property adjacent from the proposed parkelets area and ADD that

sentence to section 10.55.065, Streatery Terms and Conditions to be A.2 and MOVING 2 and 3 to be 3 and 4. Motion was seconded by

Motion Passed Unanimously (7/0)

John Dietzman made a second motion to recommend to the City Council the proposed change to Section 10.55.060, Parklet Terms and Conditions, Item A, to add a new item 5 which states that “no more than one Parklet or Streatery would be placed per block face.” And a change to 10.55.065, Item A, to ADD a new item 5 which states the same. Motion seconded by

Motion Passed Unanimously (7/0)

Conclusions read on the record:

With regard as to whether the proposed ordinance, as amended, meets the approval criteria of SMC 17G.025.010(F) for text amendments to the Development Code, although this Chapter is not located in the UDC, the Plan Commission made the following findings:

1. The proposed amendments are consistent with the applicable goals and policies of the City’s Comprehensive Plan.
2. The proposed amendments do bear a substantial relation to public health, safety, welfare, and protection of the environment.

Hearing Adjourned at 4:42 P.M.

Workshops Continued:

Comprehensive Plan Amendment Procedures (City Council Changes) –Tirrell Black

Presentation and overview given
Questions asked and answered
Discussion ensued

Meeting Adjourned at 5:17 P.M.



CITY OF SPOKANE – PLANNING DEPARTMENT

Draft Work Program – DTC-100 zone code amendments As a result of Study Spokane Falls Blvd Bldg. Height Limits

DRAFT FOR CITY COUNCIL REVIEW OCTOBER 9, 2017

Scope/Goal:

Following direction given by Spokane Falls Building Heights Working Group, a subcommittee of the Plan Commission, who met in summer 2017 to review height limitations currently described in SMC 17C.124. The final report of this working group suggested some alternatives to adjust the code requirements for the DTC-100 zone to allow bonus height in some circumstances.

Unified Development Code changes must follow the procedures in SMC 17G.025, include a public process, and are subject to SEPA review.

Outreach & Engagement

Notice to Adjacent Property Owners
Direct Stakeholder Meeting(s)
Riverside Neighborhood
DSP
Design Review Board
Park Board
Community Assembly

Tentative Schedule:

Oct Plan Commission Scope & Process Review
Nov Public Outreach (mail to property owners)
Dec Plan Commission Workshop
Jan Draft Ordinance to Plan Commission
Feb Plan Commission Hearing
TBD City Council Briefing & Hearing

Budget:

There is no dedicated budget for this work item. City Council by resolution has directed staff to work on this code change.