

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

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and 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

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
 - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
 - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 12, 2018

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 MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

**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 msteinolfson@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 Renewal with Helfrich Brothers Boiler Works, Inc., (Lawrence, MA) for scheduled and unscheduled outages and related boilermaker services for the Waste to Energy Facility from April 1, 2018, through March 31, 2020—\$1,200,000. (Deferred from January 29, 2018, Agenda)
David Paine | Approve | OPR 2017-0210
RFB 4309-17 |
| 2. Value Blanket Renewal for sewer bends with Spokane Tin & Sheet Iron Works, Inc. (Spokane, WA)—\$100,000.00 (incl. tax).
Raylene Gennett | Approve | OPR 2017-0131
BID 4326-17 |
| 3. Washington Traffic Safety Commission Grant to Spokane Municipal Court as a candidate DUI Court—\$50,000.
Howard Delaney | Approve | OPR 2018-0047 |
| 4. Recommendation to list the Arden Hotel, 506 West 2nd Avenue, on the Spokane Register of Historic Places.
Megan Duvall | Approve | OPR 2018-0048 |

- | | | |
|---|-----------------------------------|---------------|
| 5. Amendment No. 1 to Interlocal Agreement between Spokane County and City in conjunction with the Safety and Justice Challenge Financial Assistance Award from the John D. and Catherine T. Macarthur Foundation—\$22,533. Total Agreement Amount: \$133,538. (Related to ORD C35586)
Kathy Knox | Approve | OPR 2017-0281 |
| 6. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2018, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payment | CPR 2018-0002 |
| 7. City Council Meeting Minutes: _____, 2018. | Approve
All | CPR 2018-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Aging and Long Term Care of Eastern Washington
Governing Board: One Appointment

Confirm

CPR 1981-0449

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.E).

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

ORD C35586

Carrying over from the 2017 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and the budgeting of various outstanding grants, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance C35565, passed December 11, 2017, and entitled "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage." and declaring an emergency.

(This action carries over budget authority for items budgeted in 2017, but not completed at year-end and appropriates various outstanding grants and capital expenditures.)

Crystal Marchand

Ordinances amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35587 Misc. Grants Fund
FROM: DOT, \$50,000;
TO: Various Accounts, same amount.

(This action allows budgeting for the funds from the 2018 DUI Candidate Court Grant from DOT passed thru from the Washington Traffic Safety Commission.) (Relates to Consent Agenda Item No. 3.)

Kim Bustos

ORD C35588 Misc. Grants Fund
FROM: Gifts/Bequests, \$22,553;
TO: Various Accounts, same amount.

(This action allows budgeting for the additional funds from the MacArthur Grant.) (Relates to Consent Agenda Item No. 5.)

Kathy Knox

NO EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2018-0013 Approving the appointment of Dawn Kinder as Director of Neighborhood and Business Services Department for the City of Spokane.

Chris Cavanaugh

ORD C35580 Enhancing protections for historic structures and districts; repealing chapter 17D.040; enacting a new chapter 17D.100; amending sections 17G.010.210, 8.02.031, 8.02.065, and 3.01A.320; and enacting a new section 7.08.151 of the Spokane Municipal Code.

Council Member Kinnear

ORD C35581 Relating to itinerant vendor permits; adopting a new section 10.40.025 to chapter 10.40 of the Spokane Municipal Code.

Council Member Kinnear

ORD C35582 Relating to special event permits; adopting a new section 10.39.055 to chapter 10.39 of the Spokane Municipal Code.

Council Member Kinnear

ORD C35583 Relating to sidewalk café permits; adopting a new section 10.28.025 to chapter 10.28 of the Spokane Municipal Code.

Council Member Kinnear

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for February 12, 2018 (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.E).

ADJOURNMENT

The February 12, 2018, Regular Legislative Session of the City Council will be held and then City Council is adjourned until February 26, 2018.

Note: The regularly scheduled City Council meeting for Monday, February 19, 2018, has been canceled. (Although City Hall is open this day, the City Council meeting on this date has been canceled in recognition of it being Presidents Day.)

NOTES

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

01/29/2018

<u>Date Rec'd</u>	1/17/2018
<u>Clerk's File #</u>	OPR 2017-0210
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	RFB#4309-17
Agenda Item Type	Contract Item	Requisition #	CR 18885
Agenda Item Name	4490 - CONTRACT FOR BOILERMAKER SERVICES FOR THE WTE		

Agenda Wording

Contract Renewal with Helfrich Brothers Boiler Works, Inc., of Lawrence, MA, for scheduled and unscheduled outages and related boilermaker services for the WTE. April 1, 2018, through March 31, 2020.

Summary (Background)

Each year two outages on each boiler are performed. Based on the historical quality and quantity of boiler work experienced in the 25 plus years the WTE has been in operation a detailed request for bids (RFB) was issued in 2017 for boilermaker services. This competitive bid process required that boiler makers have the skills and technical expertise to perform all work described in the RFB.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 1,200,000.00		# 4490-44100-37148-54201
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u> PIES 1/22/18
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>
<u>Finance</u>	CLINE, ANGELA	Distribution List
<u>Legal</u>	SCHOEDEL, ELIZABETH	ttauscher@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	jsalstrom@spokanecity.org
<u>Additional Approvals</u>		tprince@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	mdoval@spokanecity.org
		mdorgan@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Contract cost is \$600,000.00 per year, totaling \$1,200,000.00 for the life of the contract, plus a 10% administrative reserve for a total contract of \$1,320,000.00 plus taxes of \$116,160.00 for a total of \$1436,160.00 for the 2-year term of the contract.

Summary (Background)

Three responses were received to RFB#4309-17. All 3 companies were determined to be responsible bidders. Helfrich Brothers Boiler Works, Inc., was the lowest cost bidder. The RFB specified a one year contract with one 2-year extension. This is the extension specified in the RFB. This is a time and materials contract with all labor being subject to WA State Prevailing Wage regulations.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Extension of Contract for Boilermaker Services at the WTE
Date:	
Contact (email & phone):	David Paine, dpaine@spokanecity.org , 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	
Background/History: Each year two outages on each boiler are performed. Based on the historical quality and quantity of boiler work experienced in the 25 plus years the WTE has been in operation a detailed request for bids (RFB) was issued for boilermaker services. This competitive bid process required that boiler makers have the skills and technical expertise to perform all work described in the RFB. During 2017, an RFB was issued and three responses were received. All 3 companies were determined to be responsible bidders. Helfrich Brothers Boiler Works, Inc., was the lowest cost bidder	
Executive Summary: <ul style="list-style-type: none"> This is Extension #1 of 1 as specified in the RFB. Extension term is April 1, 2018, to March 31, 2019. This is a time and materials contract with all labor being subject to WA State Prevailing Wage regulations The WTE has four scheduled outages per year (2 outages for each of 2 boilers) with an anticipated duration of 7 to 12 days each, with two 12-hour shifts per day. In addition to scheduled outages, there may be emergency boiler outages of up to 10 events with 3 to 5 days per event For unscheduled outage events, Contractor must mobilize workers within 12 hours of a call for service Apprentices will be utilized as outlined in SMC 07.06. 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source:	

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:



City of Spokane

CONTRACT RENEWAL

Title: BOILERMAKER SERVICES FOR WASTE TO ENERGY FACILITY (WTE)

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **HELFRICH BROTHERS BOILER WORKS, INC.**, whose address is 39 Merrimack Street, Lawrence, MA 01843 as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform **BOILERMAKER SERVICES FOR SCHEDULED OUTAGES AND EMERGENCY OUTAGES AT THE CITY'S WASTE TO ENERGY FACILITY (WTE)**; and*

WHEREAS, the original Contract needs to be formally renewed by this written Contract Renewal document; and

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

1. CONTRACT DOCUMENTS.

The original Contract, dated June 5, 2017, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Renewal shall become effective on April 1, 2018 and shall run through March 31, 2020.

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **SIX HUNDRED THOUSAND AND 00/100 (\$600,000.00)**, per year, for everything furnished and done under this Contract Renewal. This is the maximum annual amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. 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.

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

HELFRICH BROTHERS BOILER WORKS, INC. 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:

Contract Renewal - Scope of Work document
Certificate of Debarment

**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)

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

02/12/2018

<u>Date Rec'd</u>	1/24/2018
<u>Clerk's File #</u>	OPR 2017-0131
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	4326-17
<u>Requisition #</u>	VALUE BLANKET

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT
<u>Contact Name/Phone</u>	RAYLENE GENNETT 625-7909
<u>Contact E-Mail</u>	RGENNETT@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	4310 - VALUE BLANKET RENEWAL FOR SEWER BENDS

Agenda Wording

Value blanket renewal for sewer bends with Spokane Tin & Sheet Iron Works, Inc. (Spokane, WA) valued at \$100,000.00 including tax.

Summary (Background)

Bid Request #4326-17 was issued January 2017 to twenty-one (21) companies and plan holders. Two (2) bid responses were received. Spokane Tin & Sheet Iron Works, Inc. was awarded a one (1) year value blanket order as the low bidder. Spokane Tin & Sheet Iron Works, Inc. has agreed to renew that order for an additional year at no cost increase. This renewal represents the first of four (4) optional annual renewals upon mutual consent.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ 100,000.00	# 4310-43117-35148-54850-99999
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PSCHC 2/5/2018
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	Tax & Licenses	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	rgennett@spokanecity.org	
Additional Approvals		cwahl@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	sjohnson@spokanecity.org	

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, 4310 Wastewater Maintenance
Subject:	Value Blanket Renewal for Sewer Bends with Spokane Tin & Sheet Iron Works, Inc.
Date:	5 February 2018
Author (email & phone):	Raylene Gennett, rgennett@spokanecity.org , x7909
City Council Sponsor:	---
Executive Sponsor:	---
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for this purchase has been budgeted in the Wastewater Maintenance Warehouse budget.
Strategic Initiative:	Innovative Infrastructure
Deadline:	Current order expires at the end of February 2018
Outcome: (deliverables, delivery duties, milestones to meet)	This blanket order supports efficient and competitive procurement of galvanized sheet metal sewer bends in sizes ranging four (4) to twelve (12) inches for the 2018 construction/repair season (80% of this expenditure estimated to be used on eight (8) inch bends)
Background/History: Bid Request #4326-17 was issued in January of 2017 to twenty-one (21) companies and plan holders. Two (2) bid responses were received. Spokane Tin & Sheet Iron Works, Inc. was correspondingly awarded a one (1) year value blanket order as the low, responsive bidder. Spokane Tin & Sheet Iron Works, Inc. has agreed to renew that order for an additional year at no cost increase. This renewal represents the first of four (4) optional annual renewals upon mutual consent, meaning three (3) annual renewal options remain.	
Executive Summary: <ul style="list-style-type: none"> • <i>Renewal of existing value blanket order with Spokane Tin & Sheet Iron Works, Inc. (Spokane, WA) for \$100,000.00 including tax</i> • <i>Original Bid #4326-17 awarded to this supplier for one (1) year</i> • <i>Existing order expires at the end of February 2018</i> • <i>This renewal represents the first of four (4) annual renewal options at mutual consent</i> • <i>This renewal maintains the 2017 pricing through February 2019</i> 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Wastewater Maintenance Warehouse Operating Budget Other budget impacts: --	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None Known challenges/barriers: None	

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

02/12/2018

<u>Date Rec'd</u>	1/17/2018
<u>Clerk's File #</u>	OPR 2018-0047
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	SBO IN PROCESS

<u>Submitting Dept</u>	MUNICIPAL COURT
<u>Contact Name/Phone</u>	HOWARD DELANEY 625-4450
<u>Contact E-Mail</u>	HDELANEY@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0560 WEMS DUI COURT GRANT

Agenda Wording

Washington Traffic Safety Commission Grant of \$50,000 to Spokane Municipal Court as a candidate DUI Court.

Summary (Background)

Grant supports DUI Court team training and other expenses associated with the Municipal Court formation of a DUI problem solving court. Funds take Municipal Court from candidate court status to the 2019 grant cycle. No in kind or other match required. No budget impact.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 50,000		# 1360-91205-12500-54***
Revenue \$ 50,000		# 1360-91205-99999-33320
Select \$		#
Select \$		#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
DELANEY, HOWARD	January 8, 2018
<u>Division Director</u>	<u>Other</u>
SZAMBELAN, SHELLEY	
<u>Finance</u>	<u>Distribution List</u>
BUSTOS, KIM	
<u>Legal</u>	hdelaney@spokanecity.org
DALTON, PAT	
<u>For the Mayor</u>	tstaab@spokanecity.org
DUNIVANT, TIMOTHY	
Additional Approvals	dcoley@spokanecity.org
<u>Purchasing</u>	aharte@spokanecity.org
<u>GRANTS & CONTRACT MGMT</u>	kbustos@spokanecity.org
STOPHER, SALLY	
	tjones@spokanecity.org
	tdunivant@spokanecity.org



INTERAGENCY AGREEMENT

BETWEEN THE

WASHINGTON TRAFFIC SAFETY COMMISSION

AND

CITY OF SPOKANE, FOR THE BENEFIT OF THE SPOKANE MUNICIPAL COURT

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and the City of Spokane, for the of the Spokane Municipal Court, hereinafter referred to as "SUB-RECIPIENT."

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

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Catalog of Federal Domestic Assistance (CFDA) #20.608, for traffic safety grant project 2018-AG-2703-Spokane Municipal Court Candidate DUI Court.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, and remain in effect until September 30, 2018 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). Purpose:

Alcohol and drug-impaired drivers pose a significant risk to our community. Repeat DUI offenders crowd the Spokane Municipal Court's judicial docket. The general practice is to place repeat DUI offenders on a traditional criminal court docket with minimal supervision. This approach decreases public safety and does nothing to impact long-term reduction in recidivism of alcohol/drug abuse and criminal behavior. Creating a DUI Court, Spokane Municipal Court can shift from lengthy incarceration as the sole means of public safety to an intensive supervision program with emphasis on treatment, recovery, public safety and breaking the cycle of criminal behavior.

Goals:

The goal of the Spokane Municipal DUI Court program to provide intensive supervision to participants and operate a comprehensive program to reduce the incidences of alcohol and drug-related crashes, injuries, and fatalities caused by impaired drivers.

This will be accomplished by centralized screening, assessment and DUI Court intensive supervision of repeat DUI offenders in accordance with Washington State's Target Zero Plan (5.1.B). The court will support the primary goal of WTSC, "to provide programs, services and strategies that are intended to reduce the number of deaths, serious injuries and economic losses that result from traffic crashes on Washington roads."

The project goal will require the creation of the DUI court to address the problem that repeat DUI offenders represent to the community. The primary goal is to increase public safety by offering an alternative to the traditional court. This will be accomplished by utilizing a non-adversarial team approach, enhanced supervision, the use of best practices, and customized treatment plans that support offender rehabilitation, self-efficacy and individual accountability. The ultimate goal would result in repeat DUI offenders who are chemically dependent embrace the DUI Court program and commit to a drug and alcohol free life. The offender should understand that the Spokane Municipal DUI Court is not meant to be punitive in nature. The DUI Court team will encourage and assist the offender to start a new chapter in their life free of alcohol and drugs. The team will provide the Spokane Municipal DUI Court participants the following:

- Individualized treatment plans such as chemical dependency treatment, Mental Health treatment and Cognitive Behavioral Therapy classes
- 24/7 alcohol monitoring and random urinalysis testing for alcohol and drugs Frequent court hearings and probation contact
- Home visits and curfews Compliance-based phase structure
- Graduated system of incentives and sanctions
- Offer service providers to assist with medical, dental, childcare, transportation, housing, employment and educational needs Establish a recovery network and engage in pro-social activities
- Community service

Measurement of Results:

1. Finalize the Spokane Municipal DUI Court participant handbook.
2. Create or partner with a 501 (c) 3 to accept donations to be used as incentives for participants.
3. Number of participants enrolled on September 30th, 2018.
4. Number of team members who attend the 2018 Washington Traffic Safety Conference in Kennewick, WA.
5. Number of team members who attend the 2018 NADCP conference in Houston, TX.

3.1. MILESTONES AND DELIVERABLES

Milestone OR Deliverable Description	Completed by Date
Create DUI Court brochure and posters	01/15/2018
Finalize DUI Court Participant Handbook and other forms	01/15/2018
Enroll participants in Spokane DUI Court	01/22/2018
2018 Washington Traffic Safety Conference	05/01/2018
Attend NADCP conference in Houston, TX	07/31/2018
Meet with Judicial Liaison to review prospective DUI Court opportunities	09/30/2018
Create or partner with a 501 (c) 3 to accept donations to be used as incentives for participants	09/30/2018

3.2. COMPENSATION

3.2.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$50,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.2.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3. SUMMARY OF PROJECT COSTS

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits:	\$0.00
Travel (includes in-state and out-of-state travel):	\$17,700.00
Contract Services (usually involves a 3rd party service provider):	\$23,301.00
Equipment*:	\$900.00
Goods or other expenses (examples: office/printing supplies, postage, software, conference registration fees):	\$8,099.00
Indirect Costs	\$0.00
TOTAL:	\$50,000.00

The goal of the team is to implement the DUI Court beginning no later than January 2018. As such we are seeking funding for the following items that would be needed once the first participant enters the program:

Contract Services:

\$23,301.00 - urinalysis testing to monitor sobriety compliance with timely and trusted results.

Equipment:

\$900.00 – Intoximeter Alco Sensor FST, mouth pieces and calibration equipment. Dry gas standard 108 Liter and dry gas regulator 6LPM. Intoximeter PBT to be used during Probation appointments, in court and during field visits.

Goods or other expenses:

\$1,500.00 – monthly and daily bus passes to assist our financially challenged participants in getting to court and treatment as needed.

\$500.00 – to professionally print copies of our Spokane Municipal Court DUI Court Participant Handbook and DUI Court brochures.

\$1,500.00 – All in one color printer, scanner, copier and fax. Day planners and three-ring binders for participants. High quality certificate paper and graduation frames.

\$4,599.00 - Conference registration for the primary seven-member team of the Spokane Municipal DUI Court (Judge, Probation Officer, Prosecuting Attorney, Public Defender (2), Court Coordinator and Treatment Representative will attend the 2018 Washington Traffic Safety Conference April 24-26 in Kennewick, WA.

Travel:

\$17,700.00 - Primary seven-member team of Spokane Municipal DUI Court (Judge, Probation Officer, Prosecuting Attorney, Public Defender, Law Enforcement, Court Coordinator and Treatment Representative) will attend the 2018 NADCP Conference May 30 – June 2 2018, located in Houston, Texas.

Equipment Description	Quantity Unit	Cost Amount
Intoximeter Alco Sensor FST1	1/\$900.00	\$900.00
TOTAL: \$50,000.00		

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit quarterly reports and a final report on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. 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.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC or its pre-approved equivalent. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2018, must be received by WTSC no later than August 10, 2018. All invoices for goods received or services performed between July 1, 2018, and September 30, 2018, must be received by WTSC no later than November 15, 2018.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent

negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB- RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15- day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB- RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the 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. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.3. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.4. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.5. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "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, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.6. 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 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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.

33.7. 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 dealings.

33.8. Except for transactions authorized under paragraph 33.5. 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 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

33.9. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.10. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.3. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.4. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Hans Horstketter hhorstketter@spokanecity.org 509-622-5804	Edica Esqueda eesqueda@wtsc.wa.g ov 360-725-9886 ext.

42. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Spokane, for the benefit of the Spokane Municipal Court

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

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

02/12/2018

Date Rec'd

1/30/2018

Clerk's File #

OPR 2018-0048

Renews #Submitting Dept

HISTORIC PRESERVATION

Cross Ref #Contact Name/Phone

MEGAN DUVALL 625-6543

Project #Contact E-Mail

MDUVALL@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0470 - ARDEN HOTEL - 506 W 2ND AVENUE

Agenda Wording

Recommendation to list the Arden Hotel, 506 West 2nd Avenue, on the Spokane Register of Historic Places.

Summary (Background)

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

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

DUVALL, MEGAN

Study Session**Division Director**

KINDER, DAWN

Other**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

DALTON, PAT

mduvall@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

sbishop@spokanecity.org

Additional Approvals**Purchasing**

Findings of Fact and Decision for Council Review Nomination to the Spokane Register of Historic Places

Arden Hotel – 506 W Second Avenue

FINDINGS OF FACT

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

- Built in 1910; the **Arden Hotel** meets the age criteria for listing on the Spokane Register of Historic Places.

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

- The Arden Hotel is significant under categories A and C for the Spokane Register.
- The building is eligible under Category A because it was constructed during the city's most significant period of growth, 1900 to 1910.
- It is also eligible under A for its association as a former SRO (Single Room Occupancy hotel), the building exemplifies aspects of the characteristics (but most removed) described in the multiple property nomination "Single Room Occupancy Hotels in the Central Business District of Spokane, Washington, 1900 to 1910."
- The Arden operated continuously as a lower-to-middle income apartment building from its construction in 1910 to ca. 1974 when it was listed in the City Directory as vacant.
- The property is also significant under Category C, architecture. The three-story buff brick and stone building is a good example in the downtown of a vernacular apartment building/residential hotel.
- The detailing of the façade of the Arden Hotel suggests the work of an accomplished architect, in this case, William J. Ballard of Ballard Plannery. Ballard is best known for his single-family bungalow designs evident throughout Spokane, however, the Arden may be the last remaining commercial building attributed to Ballard.
- The building's period of significance is from 1910-1974, identified by the construction date until 1974 when the apartments/SRO hotel rooms were listed as vacant.

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

- The Arden Hotel retains many of its historic physical features on the exterior. In 1965, a remodel transformed the original three storefronts of the main floor into one storefront, however the Arden Hotel retains the essential physical features that convey its historic identity. With commercial use on the ground floor and apartments above, the building was a classic Single Room Occupancy hotel and displays its original purpose as transient/short term housing just after the turn of the 20th century.

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

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

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Alden Hotel according to the appropriate criteria at a public hearing on 12/20/17 and recommends that the Alden Hotel be listed on the Spokane Register of Historic Places under categories A and C.

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

19-25-43: RAILROAD ADD TO SPOKANE FALLS (AFN# 3100084); L8 B29

Parcel Number 35191.2718, is governed by a Management Agreement between the City of Spokane and the Owner(s), Masonic Temple Association of Spokane (Arden Hotel), of the subject property.

The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.

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

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____



Dated: 12/21/17

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **20th** day of **December 2017**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and the **Masonic Temple Association of Spokane** (hereinafter "Owner(s)"), the owner of the property located at **506 West 2nd Avenue** commonly known as the **Arden Hotel** in the City of Spokane.

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

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

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

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

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

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

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

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

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

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

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

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

Ajida Gusse

Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR

Megan M.K. Duvall

David A. Condon

ATTEST:

City Clerk

Approved as to form:

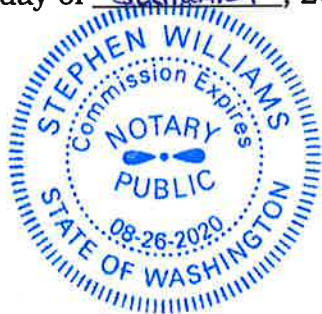
Assistant City Attorney

STATE OF WASHINGTON)
) ss
County of SPOKANE)

On this 4th day of JANUARY, 2018, before me, the undersigned,
a Notary Public in and for the State of WASHINGTON, personally appeared
LINDA BUSSE

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

4th IN WITNESS WHEREOF, I have hereunto set my hand and official seal this
day of JANUARY, 2018.



Stephen Williams
Notary Public in and for the State
of WASHINGTON, residing at SPOKANE
My commission expires 8-26-2020

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2017, before me, the
undersigned, a Notary Public in and for the State of Washington,
personally appeared DAVID A. CONDON, MAYOR and TERRI L. PFISTER,
to me known to be the Mayor and the City Clerk, respectively, of the CITY
OF SPOKANE, the municipal corporation that executed the within and
foregoing instrument, and acknowledged the said instrument to be the free
and voluntary act and deed of said municipal corporation, for the uses and
purposes therein mentioned, and on oath stated that they were authorized
to execute said instrument and that the seal affixed is the corporate seal of
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this
_____ day of _____, 2017.

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

Attachment A

Secretary of The Interior's Standards

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

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

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

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

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

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

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

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

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

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

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

Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

1. Name of Property

Historic Name: Arden Hotel

And/Or Common Name: Spokane Masonic Center

2. Location

Street & Number: 506 W. Second Avenue

City, State, Zip Code: Spokane, WA 99201

Parcel Number: 35191.2718

3. Classification

Category

☒ building

☐ site

☐ structure

☐ object

Ownership

☐ public ☐ both

☒ private

Public Acquisition

☐ in process

☐ being considered

Status

☐ occupied

☒ work in progress

Accessible

☒ yes, restricted

☐ yes, unrestricted

☐ no

Present Use

☐ agricultural

☒ commercial

☐ educational

☐ entertainment

☐ government

☐ industrial

☐ military

☐ museum

☐ park

☐ residential

☐ religious

☐ scientific

☐ transportation

☐ other

4. Owner of Property

Name: Masonic Temple Association of Spokane

Street & Number: 157 S. Howard Street, #317

City, State, Zip Code: Spokane, WA 99201

Telephone Number/E-mail: Randy Guegel (representing the Masons); 509-993-7275;
bigrandy17@gmail.com

5. Location of Legal Description

Courthouse, Registry of Deeds

Street Number:

City, State, Zip Code:

County:

Spokane County Courthouse

1116 West Broadway

Spokane, WA 99260

Spokane

6. Representation in Existing Surveys

Title:

Date:

Depository for Survey Records:

☐ Federal ☐ State ☐ County ☐ Local

Spokane Historic Preservation Office

7. Description

Architectural Classification

Condition

- ☐ excellent
☒ good
☐ fair
☐ deteriorated
☐ ruins
☐ unexposed

Check One

- ☐ unaltered
☒ altered

Check One

- ☒ original site
☐ moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Criteria and Statement of Significance

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

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: less than 1
Verbal Boundary Description: 19-25-43: RAILROAD ADD TO SPOKANE FALLS (AFN#3100084); L8B29
Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Jim Kolva
Organization: Jim Kolva Associates, LLC
Street, City, State, Zip Code: 115 South Adams Street, Suite 1
Telephone Number: 509-458-5517
E-mail Address: jim@kolva.comcastbiz.net
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

14. For Official Use Only:

Date nomination application filed: 11/20/17

Date of Landmarks Commission hearing: 12/20/17

Landmarks Commission decision: approved

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

City Council/Board of County Commissioners' decision: _____

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

1/30/18
Megan Duvall **Date**
City/County Historic Preservation Officer
City/County Historic Preservation Office
3rd Floor - City Hall, Spokane, WA 99201

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

SUMMARY STATEMENT

Rising from a basalt rubble and brick basement, the Arden Hotel is an unreinforced buff-colored brick single room occupancy hotel. Built in 1910, the building is midblock along the north side of Second Avenue between Stevens and Howard streets. The crisply-detailed front façade is symmetrically-arranged and divided into three bays: a central double bay and flanking single bays. The shopfronts of the ground floor are divided into three sections by two cast iron posts that are slightly offset from center. Within the bay divisions are mullions that divide the bays into three and four sections. A low recessed panel bulkhead wall and transom band bracket the divided storefront windows. Pedestrian doors are in the west and east corners. The building is terminated by a pronounced pressed tin cornice detailed with projecting consoles, brackets and dentils, and a low parapet wall finished by central bay segmental-arch pediment. Although the storefront has been altered over the years, the most recent renovation restores major elements and reinterprets the historic storefront.

DESCRIPTION OF PROPERTY

The three-story front façade faces south toward Second Avenue, with a two-story brick building on the east side (on the corner of Stevens and Second) and a parking lot to the west. Fifty feet wide, the building's first floor is approximately 115 feet in depth on a lot of 50 feet by 144 feet. The building originally extended to the alley but the rear section was demolished in 1963. The second and third floors of the apartment section are about 72 feet in depth. At one time a two-story building was adjacent to the west wall of the Arden. The "shadow" of that former building is apparent on the painted brick façade. Two double-hung, metal clad, wood sash windows (replacement) are in the wall above.

Constructed of buff-colored brick in stretcher bond, the building is richly detailed by the use of brick coursing, cast stone elements, and the pronounced pressed tin cornice. The second and third floor window bays are separated from the first floor by the strongly articulated horizontal courses of a cast stone shop-front window head, a nine-course brick field, and a second story flat sill course. The window bays are further articulated by recessing the brickfield in which the flat-arch window openings are set.

Rising from the second story corner-to-corner sill course, the window bays are framed in a brick course molding that emphasizes the verticality of the façade. The frames pull together the window openings as a vertical unit on the outside bays, and as both vertical and horizontal units for the paired windows of the central bay. A recessed panel spandrel is created beneath each of the third floor sills by projecting a rectangular frame created by a single stretcher course. Similarly, a projecting brick header course, set in the façade field outside the panel in which the windows are set, adds another element to frame the windows. Between the edge of the recessed panel and the projecting header course is a pattern of alternating stretchers and paired headers, which as a whole, create a stepped molding around the windows.

The cast stone sills, projecting laterally beyond the brick jambs and out from the brick field, define the bottoms of the third floor bays. The flat arches are not distinguished from the brick field. Wedge-shaped cast stone keystones, both in face and profile, extend from the tops of the window openings through the segmental arch frame of brick headers into the brick field of the façade plane. Within the keystones is a low relief bush hammer face that articulates the wedge shape. The keystones of the single, flanking bays are centered on the window opening, while the large keystone of the central bay is centered on the brick column separating the window openings.

The sash (replacement) is double-hung, one-over-one lite, metal clad wood set about three-inches inside the brick field.

At the third floor sill line there are gaps in the brick header frames, which based on a 1972 photograph, was the location of the fire escape balcony.

The projecting sheet metal cornice is supported by sheet metal consoles, with a molded leaf pattern face and scrolled sides at the outside corners and center bay, and simple brackets with two square dentils in between. Framing the bottom of the cornice is a row of recessed squares and horizontal rectangles that correspond to the brackets (squares) and dentils (rectangles) above.

The ground floor is divided horizontally by a recessed panel bulkhead wall, storefront windows, and transom windows. Vertically, the storefront is divided into three sections by two cast iron posts, with pedestrian doors at each corner. The original door opening to access the stairs to the second and third floors is in the east corner, and a new pedestrian door is in the west corner. The east door consists of a glass panel wood door with a fixed glass transom above. A sandstone lintel (or cast stone, could not be determined) is above the door/transom opening, and a solid wood panel is above. The storefronts from west to east consist of three glass panels divided by molded wood muntins, the square cast iron post, four glass panels similarly divided, a square cast iron post, a two panel section that terminates at the brick pier separating the storefront from the east corner door. Above the storefront window panels, and running between the corner doors and cast iron posts, are molded wood headers. The headers separate the storefronts and, in the two westerly bays, the multi-lite (4-inch square) leaded glass transoms that are original to the building. In the east bay, the leaded glass had been removed during previous ownership. This transom section is solid panel that will be used for signage. The door in the west corner is a wood-framed glass panel with a fixed-single-lite transom window above.

East and West Façades

Adjacent to a two-story building, the east façade is essentially blank. Likewise, the west façade now displays a raw brick “shadow” of the two-story building that formerly stood adjacent to the west side. As with the east, the façade steps down from the front pediment, then again at its midpoint to the termination of the second and third floors near the rear (north) end. Two window openings, widely spaced in the middle of the façade are just above the parapet line of the former building. A new wood clad shed has been added to the northwest corner of the single-story rear section.

Rear Façade.

The rear façade (north) consists of the concrete block wall of the single-story section. A white split face composite stone laid in a random size and bond clads the lower half of the wall. New windows and doors have been installed. From the west corner to the east there is a steel frame assembly with a single wood-frame single glass panel pedestrian door, and a four-panel window section on a low concrete bulkhead wall. The square glass panels are set within a frame of two-inch steel mullions. Moving east is a window assembly with six square glass panels (three-over-three) framed the same as the westerly windows. A one-over-one window section is centered between the six-panel section and an identical six-panel window section on the east side. A wood-frame, single-glass-panel pedestrian door is in the east corner.

Within the wall of the three story rear section are segmental arch window openings on the second and third floors; one on each corner, and three clustered near, but slightly offset from the center.

The middle opening of the center window cluster is shorter than the flanking bays. The sash is double-hung, one-over-one-lite, metal-clad wood sash. The shed is in the northwest corner of the one-story section.

Interior

The basement consists of basalt rubble, concrete, brick and cement block walls, concrete floor and exposed joists. The basement is divided into two main sections by a basalt rubble wall. The larger space is the front (south), generally coinciding with the three-story section, and is divided length-wise into two rooms. The narrower room, along the east side is about 1/3 the width of the basement. The larger room includes a new stairwell to the main floor near the south end, and a new elevator shaft and equipment rooms against the north wall. Round iron posts support 12" x 14" wood beams that run along the center of the larger room. The northern portion of the basement, beneath the one story section, is divided into two rooms with a staircase to the main floor in the northwest corner. Wood post and beams provide structural support. Walls are basalt rubble and concrete block with poured concrete forming the north wall. The basement includes utilities and storage spaces.

The first floor has been completely altered with the removal of the original store bay partitions. The space has high 14-foot ceilings and is divided into four basic sections, from front to back (as opposed to side to side as in a traditional multi-tenant commercial building) in its adaptation to the Masonic Lodge building. The front consists of a vestibule that runs the width of the building (except the original stairwell along the east side). Near the west end is a new open stairwell that provides access to the basement. Within the center core is the Masonic Temple meeting hall. A corridor along the west wall provides access to an open room with elevator shaft, a men's restroom, a women's restroom, and a janitor's closet. An arched opening in the exposed brick wall provides access from the north end of the three-story building section to the one-story wing at the north end. Within the open room that extends across the width of the north section is a utility room (with powder-coated metal panels on the walls) on the east side, an open room in the middle, and an enclosed stairwell in the northwest corner. The stairwell provides access to the basement and to a penthouse on the roof. The walls and ceilings are plaster, with some exterior walls of exposed brick. The floors are generally carpeted.

In the southeast corner (front) of the building is an original door opening that provided access to the second and third floor apartments (now offices). Accessed by the door is a small foyer and stairwell along the east wall. To the north, the original wooden stairs ascend in a straight run, with intermediate landing, to the second floor landing, then with a left turn, and two steps to the second floor. The original newel posts, railings, and square wood pickets remain intact.

On the second and third floors, the stairs are open with railings along the stairwells. The original lath and plaster walls as well as the plaster over brick on the exterior walls had been gutted by previous owners. The original flooring has also been removed and some of the original subfloor remains. The original wood studs and railings around light wells reveal the original floor plans. It appears that there was a bank of rooms along the front, a bank of rooms along the rear, both of which had exterior windows, and a cluster of rooms in the middle with lightwells to provide daylight. On the third floor, rooms were also against the west wall with two windows on the west side and lightwells to provide daylighting. None of the restroom or room fixtures were extant, nor was residual water or waste lines. Based on the size and configuration of the rooms, and characteristics of 1910s residential hotels in Spokane, it is assumed that toilet and bath facilities were consolidated on each floor as communal bathrooms.

The second floor is built out and completed. Access is either from the original stairs in the southeast corner, or the elevator near the northwest corner. The build-out includes new sheetrock walls and ceilings, new flooring, new electrical, lighting, and HVAC. The second floor rooms consist of Masonic offices in the northern half, and a clinic area in the southern half. In the northwest corner is a reception area with access to the roof and the elevator. The northern section also includes a conference room, four offices (Masonic), a men's restroom and a women's restroom, and an open kitchen near the middle of the east wall. Along the south end is a cluster of four clinical rooms (with two observation rooms), three offices, and a reception counter.

The original east stairs have been refurbished and run from the second to the third floor. The third floor is planned to be completed but is currently unfinished with the exposed original wood studs. In the northwest corner room is the elevator, and a step access through corner window to access the roof.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

No photographs or plans of the original building are available. With the exception of the replacement of the first floor shopfront display windows (transoms remain), the replacement of the second and third floor sash, and removal of the fire escape, the front façade retains good integrity.

Based on the existing first floor façade, the single-door entry with fixed double-stacked transom windows in the east corner provided entry to the stairwell to the second and third hotel floors (cast stone or sandstone [material could not be determined] lintel over the door and its transom, with a transom panel above). Also extant is a band of multi-lite leaded glass transom (4-inch squares) across the upper section of the storefront openings. Square cast iron posts divide the storefront into three sections.

The second and third story facade, except for the removal of the fire escape and replacement of the original windows with the new double-hung metal clad one-over-one lite windows, is unaltered.

The first floor has been altered at least once prior to the current project. The original storefront façade included shop front bays with doors to three commercial spaces, and the existing door to the second and third floor apartments. In 1965, the building owner, Curt Haskins, received a building permit to alter the front by "refacing with glass and metal." A 1972 photo shows the fire escape along the second and third floors. The ground floor storefronts had been "modernized" with angled storefronts. A perforated painted metal panel ran across and covered the leaded glass transoms of the upper section of the bay. The angled front was a common feature throughout the nation in post-war remodels providing additional display space, an exterior lobby, and at the same time, moving the customer to the asymmetrical entrance door at the apex of the angle. [IHPA, 2017]. That storefront was removed by subsequent owners and the building had been boarded up and vacant until the present ownership.

CURRENT APPEARANCE & CONDITION

The building is currently being renovated with the following completed to restore the façade:

- The pressed metal moldings and cornice have been cleaned and repainted.
- New metalclad wood sash has been installed to replace the original window sash.
- The ground floor leaded glass transom has been exposed and reintegrated into the storefront façade.

- New shopfront windows and bulkhead wall have been added.
- The original door in the east corner has been replaced.

SECTION 8: STATEMENT OF SIGNIFICANCE

Area of Significance:

**A – Broad Patterns of Spokane History,
C - Architecture**

Significant Dates: 1910

Period of Significance: 1910-1974

Architect: William J. Ballard, Ballard Plannery

Building Developer: Charles E. Kingman

Building Contractor: unknown

SUMMARY STATEMENT

Significant under Category A – Broad Patterns of Spokane History

The 1910 Arden Hotel is eligible under Category A because it was constructed during the city's most significant period of growth, 1900 to 1910. As an early downtown single room occupancy hotel (SRO), the Arden Hotel is a specific property type within the downtown district. In the commercial vernacular style, the building exhibits the characteristics of a single room occupancy hotel (with commercial use on the ground floor). The living units were small rooms with no kitchen or bathroom (bath and toilet down the hall), and only a sink. This floor plan and room configuration characteristic of SROs. With commercial on the first floor, the building housed second and third floor rooms and provided lodging for working class clientele in the growing downtown. The Arden operated continuously as a lower-to-middle income apartment building from its construction in 1910 to ca. 1974, after which it was listed as vacant. The Arden was one of many such hotels and apartment buildings that ran along Second and Third Avenues, and the intersecting side streets, generally to the south.

As a former SRO, the building exemplifies aspects of the characteristics (but most removed) described in the multiple property nomination "Single Room Occupancy Hotels in the Central Business District of Spokane, Washington, 1900 to 1910." And, although not included within the East Downtown Historic District boundary, the Arden Hotel meets the characteristics of the building types and use included and described within that district.

Significant under Category C – Architecture

The three-story buff brick and stone building is a good example in the downtown of a mid-block vernacular apartment building/residential hotel. With commercial use on the ground floor and apartments above, the building was a classic SRO. Its basalt rubble and brick foundation, crisply detailed brick façade, segmental-arched window bays, pronounced pressed tin consoles and cornice, and rounded pediment are characteristic commercial building features of the first decade of the 20th century. The detailing suggests the work of an accomplished architect, in this case, William J. Ballard of Ballard Plannery. Ballard was noted for his single-family residential designs particularly the bungalow – for which he also developed and sold plan books. His work in larger commercial and apartment buildings was not nearly as prolific. Although Ballard designed hundreds of houses in Spokane, the Arden Hotel may be his only remaining commercial building in the city.

Chronology of the Development of the Arden Hotel Building

Charles E. Kingman, Spokane businessman, was a wholesaler/dealer who sold a variety of goods throughout the Spokane region. Kingman purchased the property (lots 8 and 9) on which the Arden Hotel Building is sited with S.J. Arthur on April 15th, 1889, for \$6,400. A month later, on May 15th, Kingman paid S.J. Arthur \$4,500 for the two lots. The 1891 Sanborn map shows several structures on the site, a dwelling on the rear of the lot next to the alley, and three one-story wooden stores, including a laundry. In 1897, Kingman had a sewer main installed at 506-510 Second Avenue. The 1902 Sanborn indicated a brick building on the front of the lot.

A month before Kingman announced the intent to construct a new building, The Spokesman-Review's Sunday Real Estate section (6/27/1909) would report the surge in apartment building in Spokane. A full page would illustrate with photographs "Some Spokane Apartment Houses Now Being Erected" in and around the downtown district. The article would state: "More apartment houses are now being built in Spokane than any other year. There are now 22 flats under construction or just completed, while perhaps this many more will be started before cold weather." The article would explain the state of apartment building and how they are improving in "general sightliness" and convenience. "There are only one or two flats of the tenement type now under construction in Spokane; that is, flats without a heating plant or hot water. Even the two-story apartment houses are provided with these conveniences."

On July 28th, the Spokesman-Review reported: "TO BUILD \$25,000 BLOCK ON SECOND."

A three-story building will be erected by Charles Kingman of the Rasher Kingman-Herrin company on the north side of Second avenue, 50 feet west of Stevens street. Plans for the building are being drawn by the Ballard planners.

The building will be 50 x70 feet and next spring it will be carried back to the full depth of the lot, 142 feet. The exterior will be white pressed brick with red terra cotta trimmings. There will be three store rooms on the ground floor and 45 rooms on the second and third floors. These will be arranged singly, but with connecting doors, so they can be thrown into suites. Each room will have hot and cold water and a closet. The finish will be fir and the floors dressed fir. There will be a full basement under the building, in which will be the steam heating plant. The building will cost about \$25,000. Work is to start in a few days.

The addresses listed for the building in the City Directory included 506-506-1/2, 508, and 510 West Second. Building permit records indicate that Kingman applied for several permits in readying the building for new tenants in 1910 and 1911. The 1910 Sanborn shows the City Hand Laundry occupying the rear half of the building and extending to the alley. The Market Saloon was at 506 in 1911, Washington Shoe Manufacturing Company at 510 in 1912, and the Echo Bar at 506 in 1913.

Historical Context

The historical context for Spokane has been included in several National and Spokane Register nominations, including the East Downtown National Historic District (Woo, 2003) and National Historic Register multiple-property listings: Single Room Occupancy Hotels in the Central Business District of Spokane, WA 1900-1910 (Holstine, 1993); thus the Spokane historic context discussion is abbreviated.

The Spokane River and its falls had long been a gathering place for Native American tribes. It also attracted white settlers, J.J. Downing and family, and S.R. Scranton who established a claim at Spokane Falls in 1871. James N. Glover and Jasper Matheney would follow and purchase the claims of 160 acres and the sawmill from Downing and Scranton. Early industry would use the water power for milling and sawing lumber and to generate electrical power. The settlement would grow slowly until the coming of the railroad.

The Northern Pacific Railroad arrived in Spokane Falls in 1881, the year of Spokane's incorporation, and with the connection of the eastern and western branches in 1883, transcontinental service through Spokane Falls was established. Spokane continued to grow as a regional shipping and distribution center through the 1880s. Between 1886 and 1889 the population increased from 3,500 to 20,000 people. Although suffering a set back by the fire of August 4, 1889, which destroyed approximately thirty-two blocks of the business district from the railroad tracks to the river and from Lincoln to Washington Streets, the city quickly rebounded as new brick buildings rose from the ashes. The devastation wrought by the fire resulted in a city ordinance to reduce fire hazard, leading to brick and terra cotta becoming the dominant building materials of the rebuilt downtown.

When Spokane rebuilt the downtown after the fire, the business district would spread east to Division Street and follow Monroe Street across the river. Sanborn Fire Insurance maps from 1891, 1902, and 1910 show a marked increase in the building of commercial buildings in the east downtown. Frame dwellings gave way to brick commercial buildings and street frontages began to solidify. Among the property types and businesses that were prevalent were hotels, lodging houses, saloons, banks, drug stores, and restaurants. They were built to meet the needs of a rapidly growing population.

Generally, warehouses cropped up along the Northern Pacific rail corridor, between the two alleys bracketing the tracks. In the blocks south of that warehouse district were shops and two-to-three-story apartment buildings and hotels. These apartment blocks ran along Second and Third avenues, and the cross streets including, Post, Howard, Stevens, and Washington as they advanced up the lower South Hill.

According to Woo (2003), Spokane's population exploded from 36,848 to 104,402 between 1900 and 1910.

This growth mirrored the population expansion of the state that saw its greatest increase in the same decade. Many people moving to Washington settled in the states three largest cities: Seattle, Tacoma, and Spokane. Various industries rapidly developed and with it a demand for more buildings. Most of the city's urban downtown skyline was created from about the late 1890s to 1912 with the construction of office buildings, banks, hotels, department stores and other commercial buildings. As author John Fahey describes, Spokane, which had put

up 675 new structures in 1900 as migration accelerated, built 1,500 to 1,900 buildings a year from 1904 through 1909.

The economic boom and population expansion of approximately the first fifteen years of the 20th century was short-lived. Growth in both areas in the next decade slowed considerably. By 1920, the population of Spokane was only 104,437, an increase of only 35 people from 1910. Investors soon realized the city was overbuilt. The region it served (the Inland Northwest) was not able to sustain the city and keep pace with the speculative growth. By 1950, the population had increased by only 50,000.

East Downtown National Historic District

The East Downtown Historic District runs in an irregular pattern between Post Street and extends easterly to Division Street; it includes one property on Spokane Falls Boulevard at the corner of Division to the north and includes just three buildings on Second (the Metropole Apartments, the Plechner Building and the State Armory Building). It excludes the Arden Hotel and the building to its east (502 W. Second, 1912). The Arden Hotel building is within the same block as the Holly Mason Building (157 South Howard, 1907) and the Home Telephone Building (165 South Howard, 1900), both included in the district and listed on the Spokane Register.

Although not included within the East Downtown Historic District boundary, the Arden Hotel meets the characteristics of the building types and use included and described within that district.

According to the nomination (Woo, 2003), the period of significance for the East Downtown Historic District begins in 1890 with the construction of the Northern Pacific Depot and ends in 1953, the fifty-year date set for eligibility for the National Register. Approximately two-thirds of the existing buildings in the district were built in the first decade of the 20th century during Spokane's biggest era of economic and population growth. According to the nomination:

The East Downtown Historic District is located on the fringe of downtown. Building heights range from one-story to eight stories, with most averaging two or three stories in the industrial area adjacent to and south of the tracks. Most of the buildings in the district are commercial vernacular in style and clad in brick. Foundations are stone, brick, or concrete. Typically, the ground floor is occupied by small businesses while the upper floors are used for offices or hotels/residential apartments.

The East Downtown Historic District contains many of the city's SROs, a specific type of working-class housing that was developed to house the itinerant workers who came to Spokane in great numbers. Mostly constructed between 1900 and 1910 to meet the housing demand the itinerant workers created, the SRO in Spokane was typically two to four stories in height with ground floor commercial/retail space and hotel rooms on the upper floors. The businesses on the ground floor catered to the residents of the hotel as well as the general population.

Buildings within the district vary in use but generally fall in the following categories: transportation; commercial; industrial; and single room occupancy hotels (SROs). The diversity of businesses allowed for a community to live and thrive in downtown. The Arden was similar to the typical SRO in that it had small, undefined rooms (simple rooms that could be used as living or bedrooms), some of which were combined by a common interior door, with no separate

kitchen and the shared bathroom down the hall. It offered a gas stove (after the 1960s) and sink, and in some cases, a separate bedroom in the rental units. From the exterior and ground floor uses, the Arden exhibits the fundamental characteristics of the SRO, except that it was always advertised as an apartment building.

Characteristics of Single Room Occupancy Hotels (SROs)

Craig Holstine in his National Register Thematic nomination, described the characteristics of the SRO as such:

Single room occupancy hotels were typically of unreinforced masonry construction, usually red or buff bricks. Architectural detailing was rarely elaborate, and normally sparse. Although sizes varied, they were normally more than two and less than five stories high, ...Most SROs had basements, usually used to house coal-burning furnaces and for storage. ...

In most SROs, a stairway entering from the front of the building provides direct access to the second level, where a small lobby or waiting area with a built-in bench is situated adjacent to a manager's office or nook with registration desk. Interior stairways are often included in SROs, usually positioned near the rears of the two side wings, or in the building's midsection. Fire escapes provide emergency exits from rear hall windows. [Arden originally had fire escapes on the front of the building.]

Fenestration patterns on the upper levels normally reflected the regular, consistent arrangement of the guest rooms. Windows were almost always double hung wood sash. Plate glass display windows were common features of the street level commercial bays that existed in most SROs.

Perhaps the most character-defining feature of single room occupancy hotels is their floor plans on the upper, residential floors. Normally hallways cross the width of the buildings paralleling the street behind the bank of rooms facing onto the street; hallways, often wide in dimension, run at ninety degree angles off the front hall into side wings of the buildings, with rooms facing into the hallways. Rear hallways paralleling alleyways behind the buildings may exist to complete a square configuration surrounding a light well providing sunlight to interior rooms. In the typical modified "U" shaped buildings, the light well opened out into the alleyway behind the structures. Some upper level hallways received both artificial and sunlight from ceiling skylights. ... Hinged transoms above the doors provided ventilation to the rooms, all of which had additional ventilation from exterior windows. The few interior rooms without exterior windows were apparently connected via single doors with another room having an exterior window.

While some rooms were originally equipped with private baths, the overwhelming majority of rooms in all SROs did not have baths nor toilets. The features were found on each floor and shared in common by residents of as many as 19 rooms. Some rooms had sinks with hot and cold running water, but most appear not have had sinks originally. Some SROs had built-in closets; most had wardrobes or armoires.

The Arden exhibits the square floor plan configuration (as does the Loraine 1910, and New Madison, 1906). Other patterns include the front hallway and narrow wings paralleling the lightwells such as the Otis (1911) and Northwestern (1909-raised), and the straight run double-loaded middle hallway such as the Duquesne (1904) and the Saranac (1910).

Most of the characteristic features of the SRO had been removed and the walls were reduced to rough 2"x4" studs (second and third floors) by the time the current owners acquired the building. The main element that remains is the entry and stairwell along the east wall. The room configuration of the second floor (third floor is gutted but original stud and skylight configuration remain) loosely follows the arrangement of the lobby, hallways, and rooms of the SRO. The hallways of the second floor and the room pattern is similar to the original SRO, but skylights have been eliminated. The third floor will eventually be built-out.

Development of the Arden Hotel block

The first map depicting the site of the Arden Hotel was the 1884 Sanborn Fire Insurance Map. Stevens bounded the east side of the block, Second Avenue, the south, Howard, the west, and the Northern Pacific Railroad, the north. The site was occupied by a wood frame dwelling on the alley and a wood frame shed along Second. The remainder of the southern half of the block had three dwellings, including one adjacent to the east. A dwelling, a shed, and a shop denoted as Agricultural Implements (all wood-frame) were on the north half of the block across from the Northern Pacific Railroad tracks. The block to the west had wood frame dwellings and a R. R. Hospital.

In 1888, the Sanborn depicted about the same pattern with four dwellings across Second to the south, and the agricultural implements shed in the northwest corner of the block turning to a Hardware Warehouse. A small brick store building, west of the warehouse, faced Howard Street.

The 1889 Sanborn several couple of buildings on the north half of the block, mostly related to the railroad. Along Howard, another small brick building was added—a Chinese Laundry—and a galvanized iron cornice shop and shed were also new to Howard Street. W. Glasford's Lumber Yard was in the northeast corner of the block. The parcels west of the subject lot had a group of four dwellings in a row with a shed behind and two dwellings to the west. Loewenberg Grocery Warehouse and S.J. Holland Liquor Warehouse were east of the Holley Mason, with loading platforms facing the railroad.

Dramatic changes were depicted a year later in the 1890 Sanborn. The frontages along both Second Avenue and Howard Street were filled in with new buildings. The subject site contained a brick store and a wood frame boarding house with brick buildings adjacent to the east and to the west. Five dwellings and a brick store building were further west, and seven wood frame buildings fronted on Howard along the west side of the block. North of the alley was the Holley, Mason Marks & Company building complex composed of brick and wood frame buildings. Hardware, tin shop, plumbing and gasfitters supplies filled the buildings.

In 1902, the Holley Mason complex was gone, and Kelley-Clarke had a warehouse on the northeast corner of the block. On the southern half of the block the frontages along Second Avenue and Howard were the same as a decade before.

The 1910 Sanborn shows the growth of the Holley Mason Hardware Company that occupied the northwest corner of the block in a six-story brick building. The other half of the north block was occupied by W.P. Fuller & Company (paints, oil, glass, sash and doors) in a three-story warehouse building. An NPRR spur served both buildings. In the south half of the block, multiple storefronts in two-story and three-story buildings occupied the Howard frontage. The Arden Hotel, three-story brick with the City Hand Laundry fronting on the alley was extant. A Holley Mason warehouse, two stories in height occupied the middle third of the block. Two dwellings were on the lot east of the Arden Hotel facing Stevens Street. Across Second Avenue were dwellings and a drugstore on the corner of Howard and Second.

By 1928, the entire block was filled with brick and brick-clad reinforced concrete buildings. Holley Mason was the predominant occupant. Three brick warehouses facing the NPRR viaduct were to the east of the six-story Holley Mason building. The lot east of the Arden Hotel finally filled in with a two-story brick building with stores on the first floor and a lodge hall on the 2nd floor.

The 1958 Sanborn showed the same buildings as 1928, but the U.S. Forest Service occupied both the six-story and the two-story warehouse buildings that had been built and occupied by Holley Mason Hardware Company.

R.L. Polk Directory and Building Permits – 506-510 West Second Avenue

The Arden Hotel, an SRO apartment building, was listed at the address 506-1/2 in 1911 and would continue operating until ca. 1974. The residents in the early years were families. According to the 1920 U.S. Census, 24 units were occupied (some families likely combined rooms into a single unit). The age range was one year to sixty-six years with most of the residents in their twenties. With the exception of five people from Norway, one from Alberta, one each from Scotland, Wales, England, and Austria, the rest of the residents were born in the US. The residents were predominantly blue collar, and professions included auto mechanic, waitress, packer of spices, candy maker, foreman in a logging camp, clerk in department store, cook, house painter, chauffeur, cashier, auditor for an insurance company, a farmer, and dispenser in a pharmacy.

The 1930 Polk City Directory listed Acme Transfer & Storage at #506, the Arden Apartments at 506-1/2, Globe Sign Shop at #508, and Western Supply & Brokerage at #510. Levi Hobart, barber would occupy #506 in 1935, the Arden Barber Shop would replace him in 1945, followed by C.A. Miller, barber until 1953. The 506 address would not be listed after 1954.

At #508, the Globe Sign Shop would remain until 1943 to be replaced by Electric Center Shop and the Metropolitan Record, an advertising newspaper. The Electric Center Shop would move out in 1962 and the space would be vacant until 1965 when Browning's Health Center and Massage would occupy the space until 1972. The American Cancer Society was in the space between 1973 and 1978, followed by Libby Photographers. Libby would remain until 1991, followed by Air Photo Spokane until 1997. Other than Hat Over Heels in 2002 and Rainbow Regional Community Center in 2003, the address was not listed after 2004.

At #510, Western Supply and Brokerage operated at this space until 1943. Paul's Piano Shop had a short stint in 1945 and 1946 and was followed by contractor, A.W. Partridge Company until 1963. The Easter Seal Society would be listed between 1966 and 1992. The space was vacant or not listed until 2010 except for 2002 when the Spirit Skate Shop spent a year there.

The 1960 City Directory listed 31 apartments on the second and third floors. Most of the residents were men with only three women listed. A 1972 survey of low-cost residential hotels and apartments in downtown Spokane reported that the Arden Apartments had 22 units, that the building was included in the 1968 Public Assistance Listing, and included a photo of the exterior. (Sheridan, 1972)

In 1963 (6/5/1963), a permit was issued to “Replace a partition and “Wreck portion of warehouse to provide five off-street parking spaces.” (owner Curt Haskins)

A building permit was issued on 3/4/1965 to E.R. Browning, Lessee, to partition #508 for office and steam cabinets to be used as a public steam bath (Browning’s Health Center and Massage). The front of the building was also “refaced” with glass and metal by owner Curt Haskins (1/12/1965).

A property transfer from Charles Kingman to Curtis Haskins could not be located, but Haskins first shows up as owner of the building in 1964 when he transferred the property to his wife Muriel. In 1992, the estate of Muriel Haskins deeded the building back to Charles P. Haskins, which in 1993 transferred the property to Holley Mason, LLC. It would be subsequently owned by a group consisting of Sun Devil Investments, DNS LLC and Rubicon Ventures between 2007 and 2014 when Charles Haskins regained ownership. The Masonic Temple purchased the building in 2015.

The Arden Hotel/Apartments which had occupied the second and third floors of the building since 1910 was no longer listed after 1974.

Building Owner/Developer - Charles E. Kingman (1857 -1953)

Charles E. Kingman was born in New York State on September 2, 1857. At the age 33 or 34 he found his way to Spokane, and was first listed in the 1887 City of Spokane Falls directory as a dealer in hay and grain.

In 1899, Kingman and partner, Huber Rasher built a two-story brick building to house their showroom to sell wagons and buggies. The two-story building remains at 118-120 South Lincoln as the Litho-Art Printers. An article in the August 4, 1898 edition of The Chronicle reported that Rasher & Kingman planned to “Put Up Big Building” at the northwest corner of Lincoln and the Northern Pacific railroad. They would have a “...complete stock of vehicles of every description, robes and a line of the finest grades of harness on the market.” They had owned the O.K. stables until recently. They would be local agents of the Columbus Buggy Company of Columbus Ohio. (Harbine, 2017) [On the back (west) side a sign painted on the brick remains: RASHER & KINGMAN VEHICLES OF ALL KINDS INCLUDING SCHUTTLE WAGONS.]

In 1906, Rasher & Kingman and Herrin (Henry M. Herrin was a wholesale fruit and produce dealer) moved into their new building, the Commission Building at 216 W. Pacific, built for them by James M. Geraghty. Kingman and his partners operated a produce warehouse in the building. Kingman also owned the lot to the east to which he sold to Roundup Grocery for a grocery warehouse (1948), one of the first warehouses to be built to accommodate long-haul tractor trailers (with a loading dock on the north side rail spur).

Kingman moved to the Los Angeles area in 1920 when he was listed in the U.S. Census (listed in the 1920 Spokane City Directory, but not in 1921). He would reside in several homes in the Los Angeles area and retain ownership of the Arden Hotel until the late 1940s. He passed away in Orange County on September 2, 1953.

Architect – William J. Ballard, Ballard Plannery (Durham, 1912)

Architect William J. Ballard was the founder of Spokane architectural firm, Ballard Plannery Company, which practiced in Spokane from 1908 to 1925. He was born in 1871 in Plainfield, Illinois. Influenced by his contractor father, Ballard became interested in design and construction. Ballard moved to California and studied architecture at the University of California, Berkeley, and then studied at the Troop Institute in Pasadena. He began an architectural practice in Los Angeles but moved to Spokane in 1902 and practiced for only a year before returning to Pasadena to resume his California practice. While in Spokane, Ballard had worked for Chamberlin Real Estate & Improvement Company that was responsible for the design and construction of some 68 homes in Nettleton's Addition in the west central neighborhood in Spokane. (Painter 2005).

In 1905, Ballard married Ina L. Chamberlin, the daughter of G. L. Chamberlin, owner of the Chamberlin Real Estate & Improvement Company. Ballard was also listed in the Spokane Polk Directory in 1905, not under the classified heading of architects, but in the non-classified section as Wm. J. Ballard, Superintendent, Chamberlin Real Estate & Improvement Company. He was not listed again in Polk until 1908, when the Ballards returned to Spokane and he worked as an architect for the Western Retail Lumber Dealers Association. He is listed in Polk in the classified section under "Architects" as "Ballard's Building Plannery, Wm. J. Ballard, mgr. architects and designers, Holland Block." He placed the following ad was on the same page: "Plans and specifications for sale from \$10.000. We also draft you plans to suit your requirements which are not for sale." In 1909, Ballard would move to the Kuhn Building in downtown Spokane.

Noted for his bungalow work in Pasadena, in 1910-11, he published a book of house plans which was called The Modern Bungalow. The plan book pictured photographs and plans of homes that were built in Spokane and Eastern Washington as well as proposed drawings and plans of homes that could be built. (Yeomans, 2006) Ballard was a member of the Inland Club, Spokane Chamber of Commerce, the Independent Order of Odd Fellows and the Independent Order of Foresters. In 1925, the Ballards returned to the Los Angeles area where William continued to practice.

The History of the City of Spokane and Spokane Country, Volume 2 (1912) in its article on William J. Ballard described him and his work in Spokane at that time:

As a leading architect who has designed some of the most attractive homes in Spokane, William J. Ballard feels an interest and pride in the "Falls City" second to none. His skill is evidenced in the many beautiful residences here and the value of his work as an architect is shown in the volume of plans which he has published that is now on sale at all the leading book stores and is in great demand by prospective builders both in the city and county. His business operations are carried on under the name of the Ballard Plannery Company, of which he is the president and in the further prosecution of his work he is constantly seeking for new ideas that will prove of practical and decorative value in his building operations.

...

In 1908 Mr. Ballard again came to Spokane where he established the business now conducted under the name of the Ballard Plannery Company. He designed and was supervising architect for the handsome Empire Hotel and a large number of brick buildings, ranging in price from \$30,000 to \$40,000. However, he makes a specialty of cottage homes and apartment houses, and has designed and built altogether about 400 in Spokane, while evidences of his skill and handiwork are seen in about 600 homes in the Inland Empire. He also designed the Hotel Arden and the Wilson Apartments..."

Durham closed his essay extolling the contribution of Ballard to this city:

His interests are wide and varied and have on the whole been of a character that has had a direct result upon Spokane's welfare and improvement. While he has contributed largely to the attractive appearance of the city, he has also been the architect of his own fortune and in this connection has built wisely and well. He has ever been imbued with the laudable ambition of making his work equal if not excel that of other architects, and in designing and building has made a close study of the substantial qualities, conveniences, and decorative effects. No stronger testimony of his skill and ability in this direction can be given than is to be found in his work which is seen throughout Spokane, and Eastern Washington.

Buildings attributed to Ballard include the Arden Hotel, Empire Hotel (Division & Riverside - razed), Wilson Apartments (4th & Wall - razed), Spokane Amusement Company (Riverside and Jefferson-never built), and the Bankers Building of Spokane (unknown). Although a few hundred of his houses are extant, the Arden Hotel is the only known remaining commercial building in Spokane.

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--. "Put Up a Big Building." 8/4/1909. p5.

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--. New Commission Company. 3/15/1906. p8:4.

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--. "Some Apartment Houses Now Being Erected." 6/27/1909. Section IV. p1:1 (full page of photos)

--. "To Building \$25,000 Block on Second. 7/28/1909. p8:7.

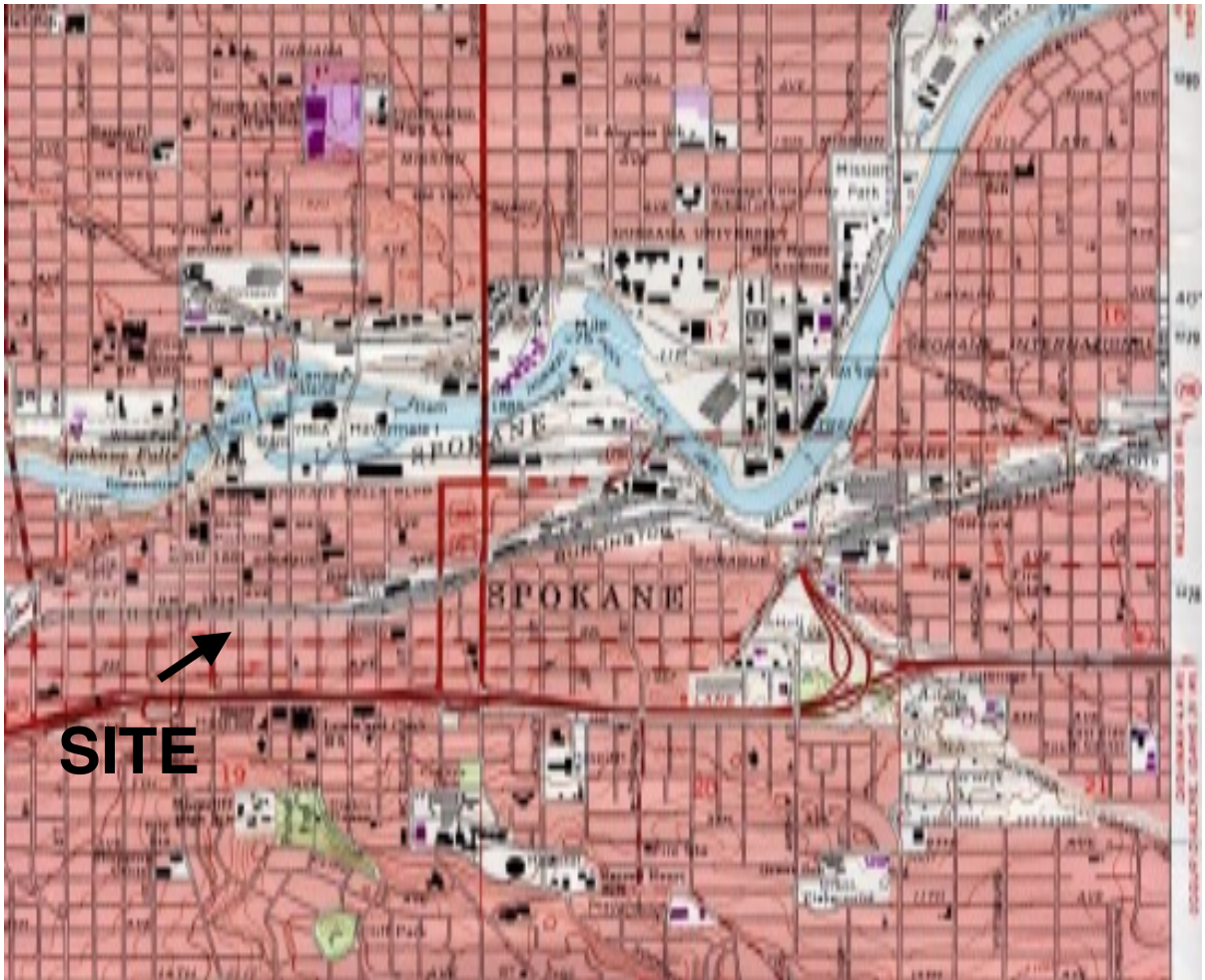
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Maps, Drawings, and Photographs



USGS 7.5 Minute Quadrangle. Spokane NW, Wash. 1974. Photorevised 1986

**506 WEST 2ND AVENUE
SITE LOCATION**

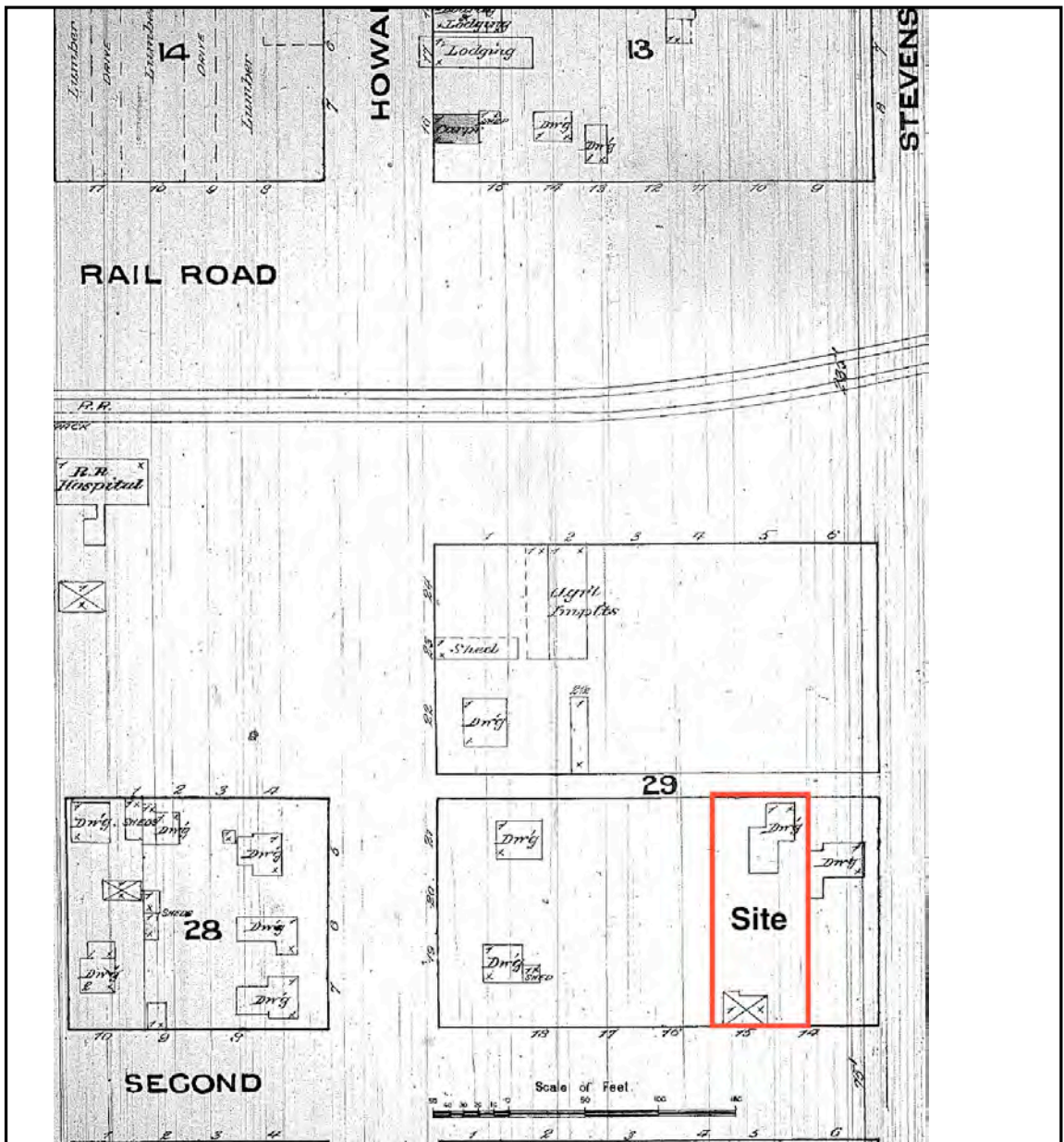
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1' = 2000'



Spokane City Map – August 2017 Download

ARDEN HOTEL BUILDING 510 WEST SECOND AVENUE

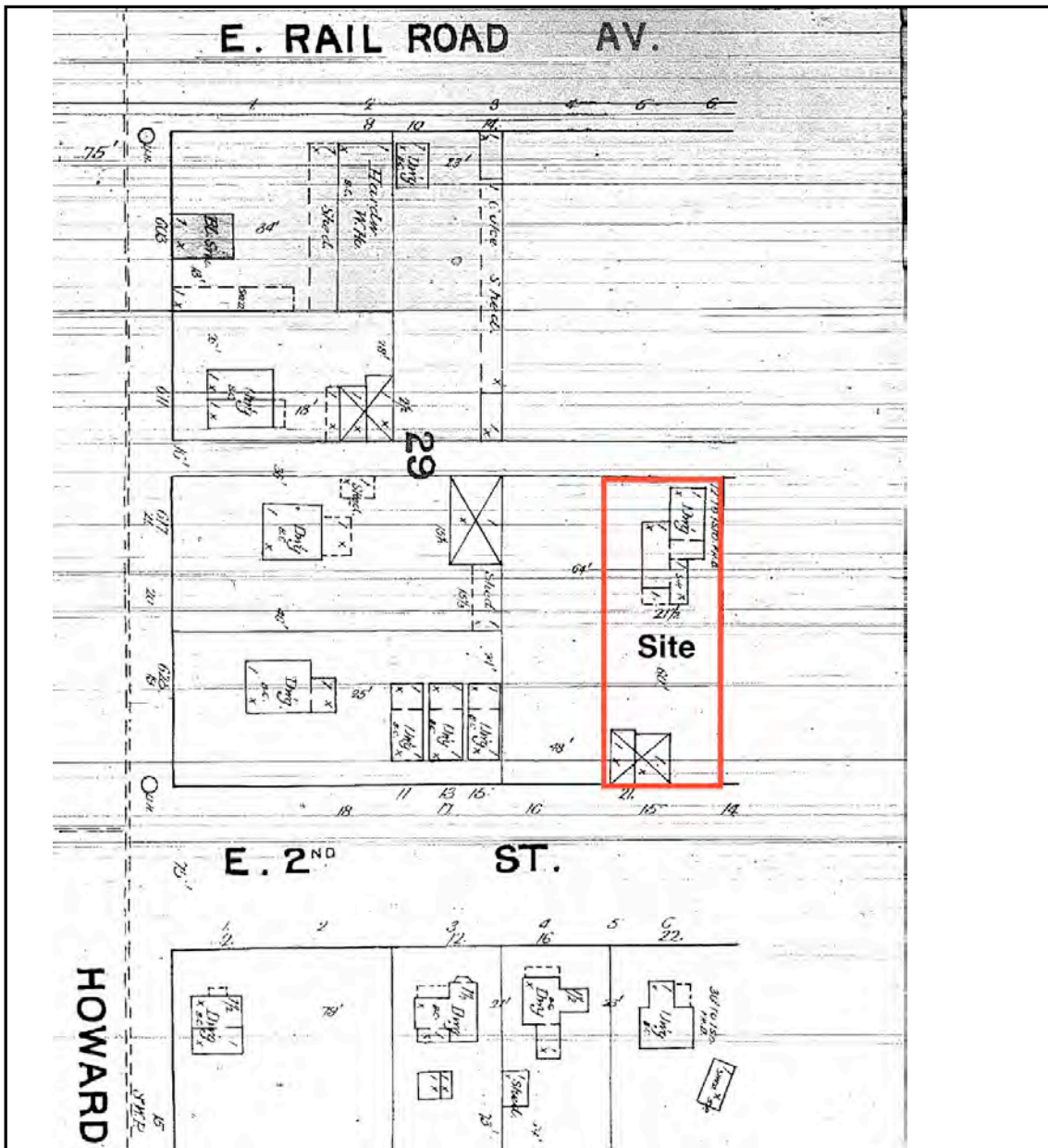
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Sanborn Insurance Map – 1884 – page 2

506 WEST 2ND AVENUE
1884 SANBORN MAP

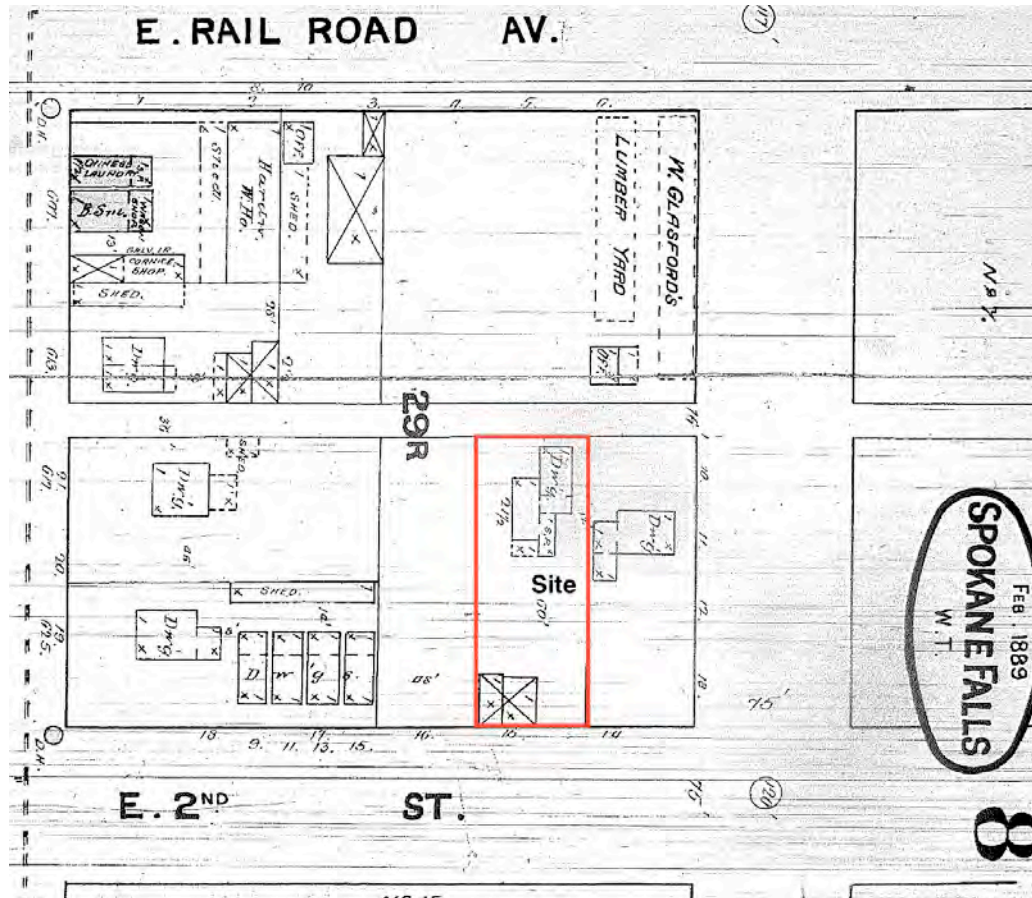
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 1' = 100'



Sanborn Insurance Map – 1888 – page 6

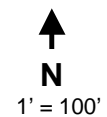
506 WEST 2ND AVENUE
1888 SANBORN MAP

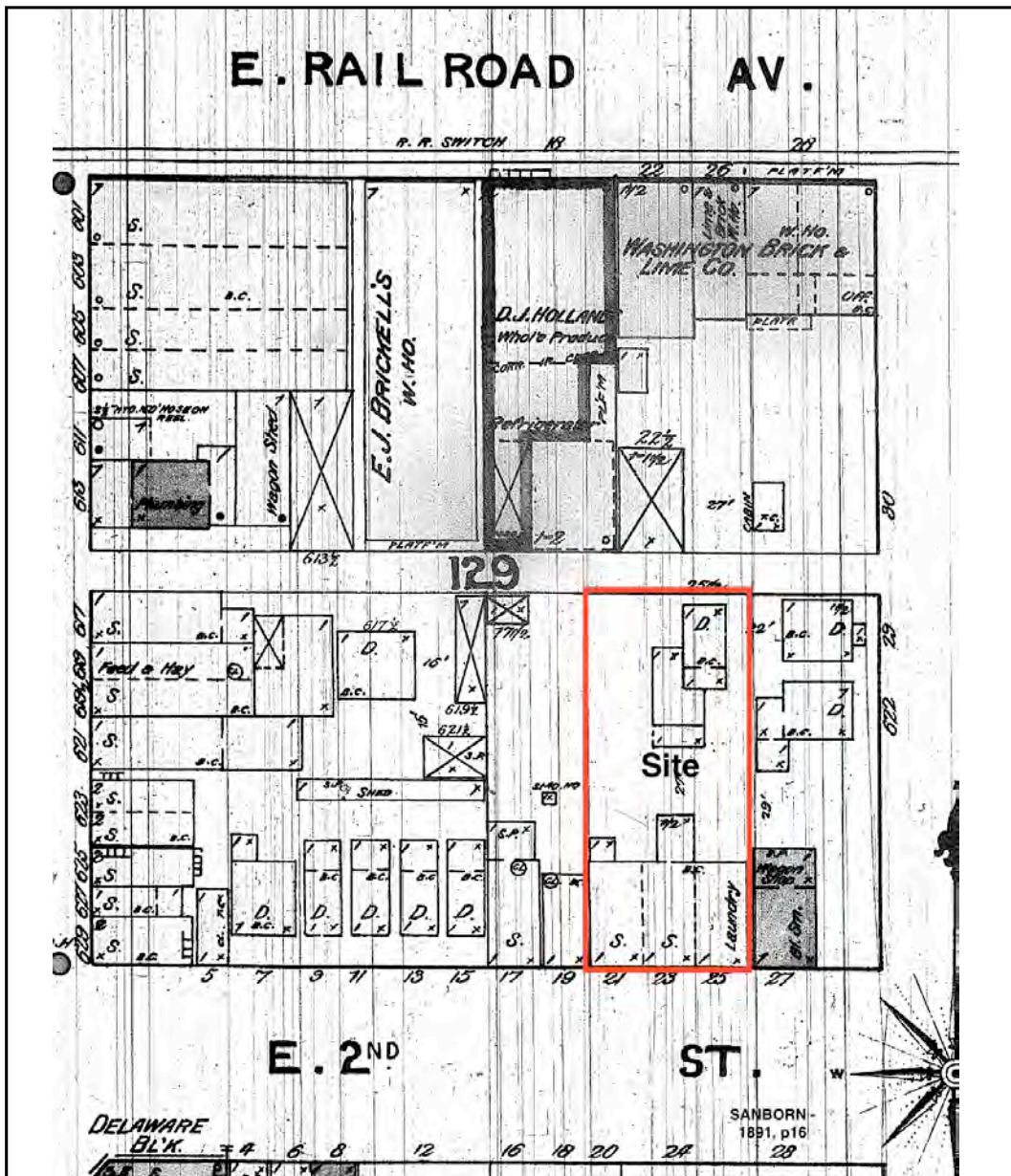
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N
1' = 100'



Sanborn Insurance Map – 1889 – page 8

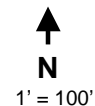
506 WEST 2ND AVENUE
1889 SANBORN MAP

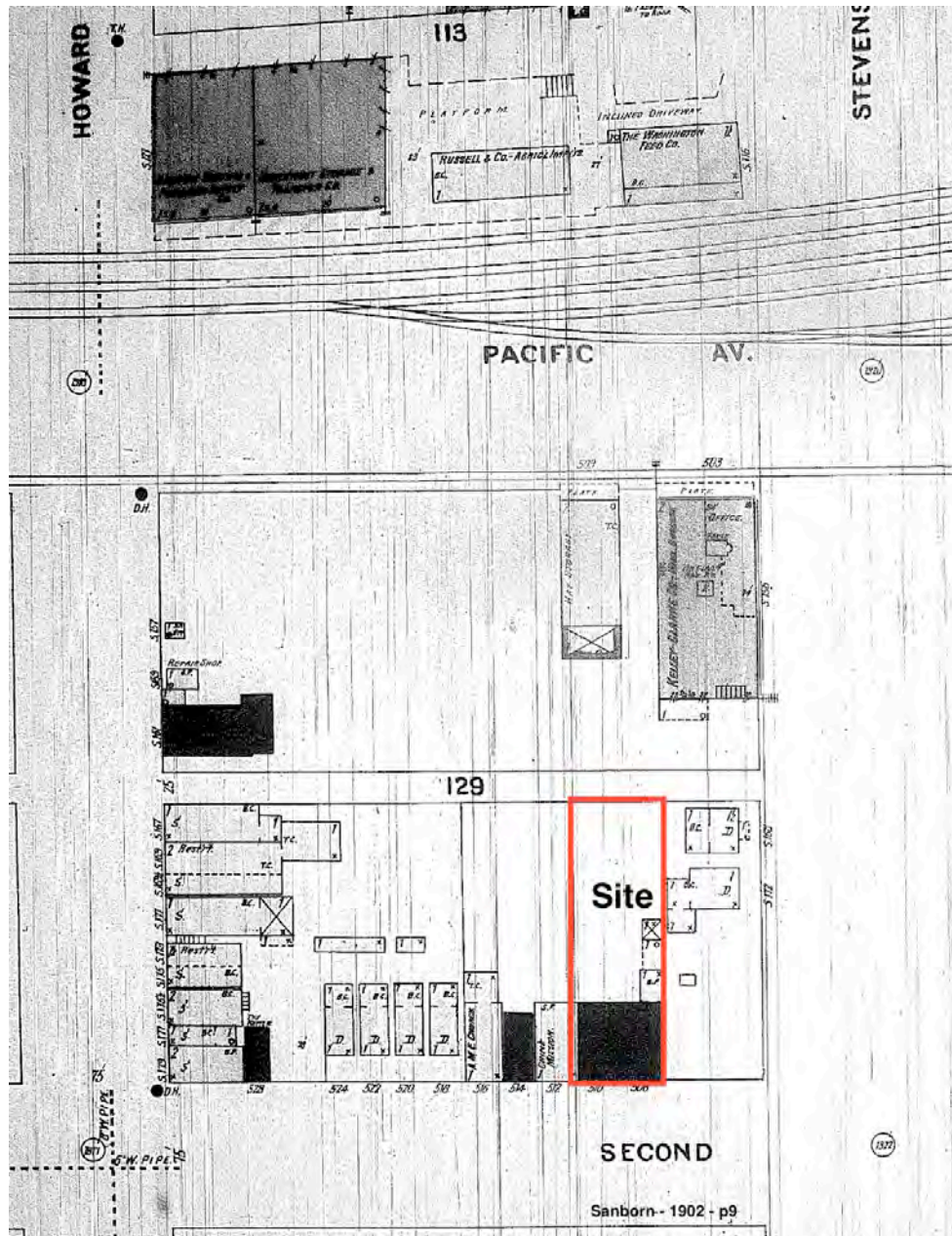




Sanborn Insurance Map – 1891 – page 6

506 WEST 2ND AVENUE
1891 SANBORN MAP

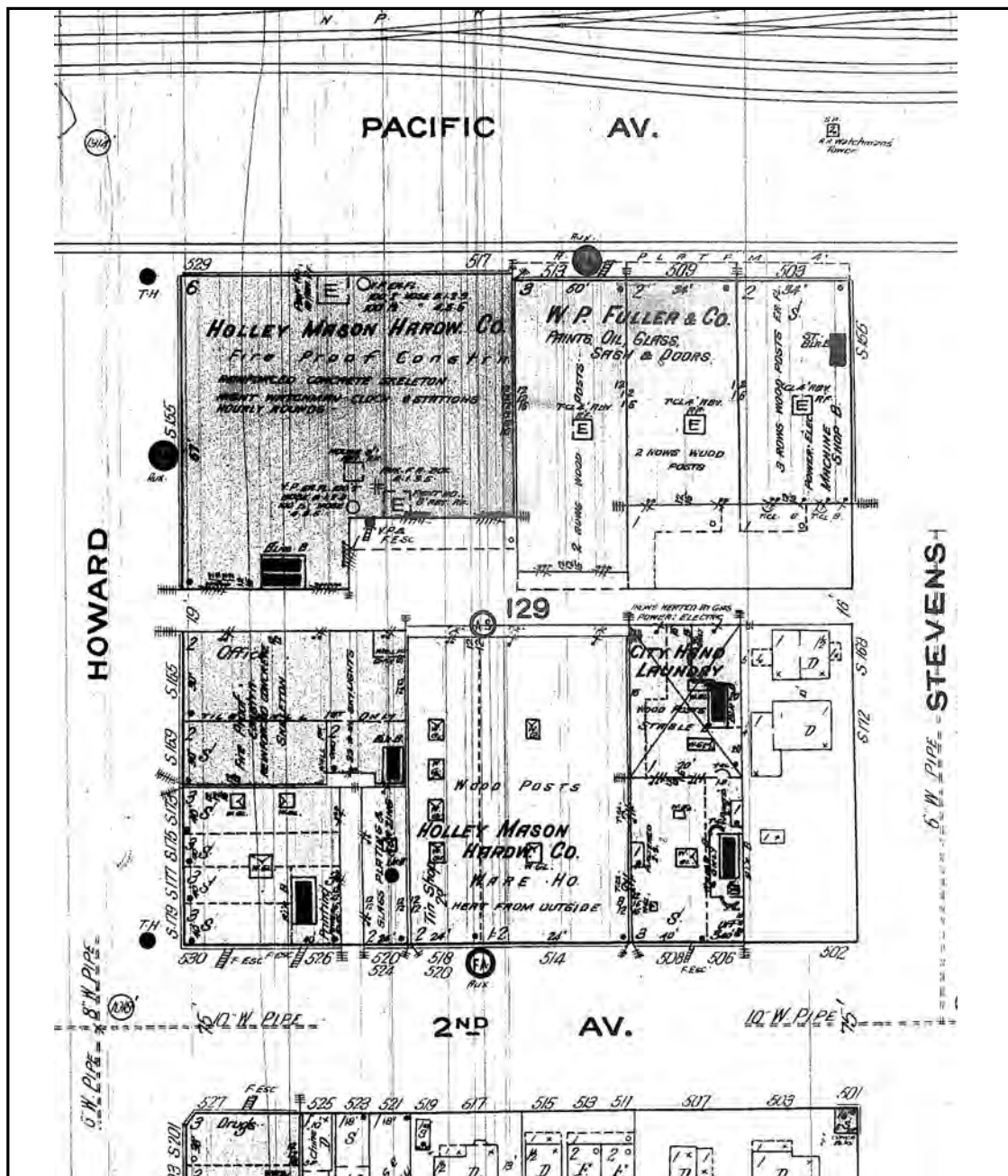




Sanborn Insurance Map – 1902 – page 9

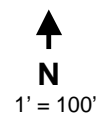
506 WEST 2ND AVENUE
1902 SANBORN MAP

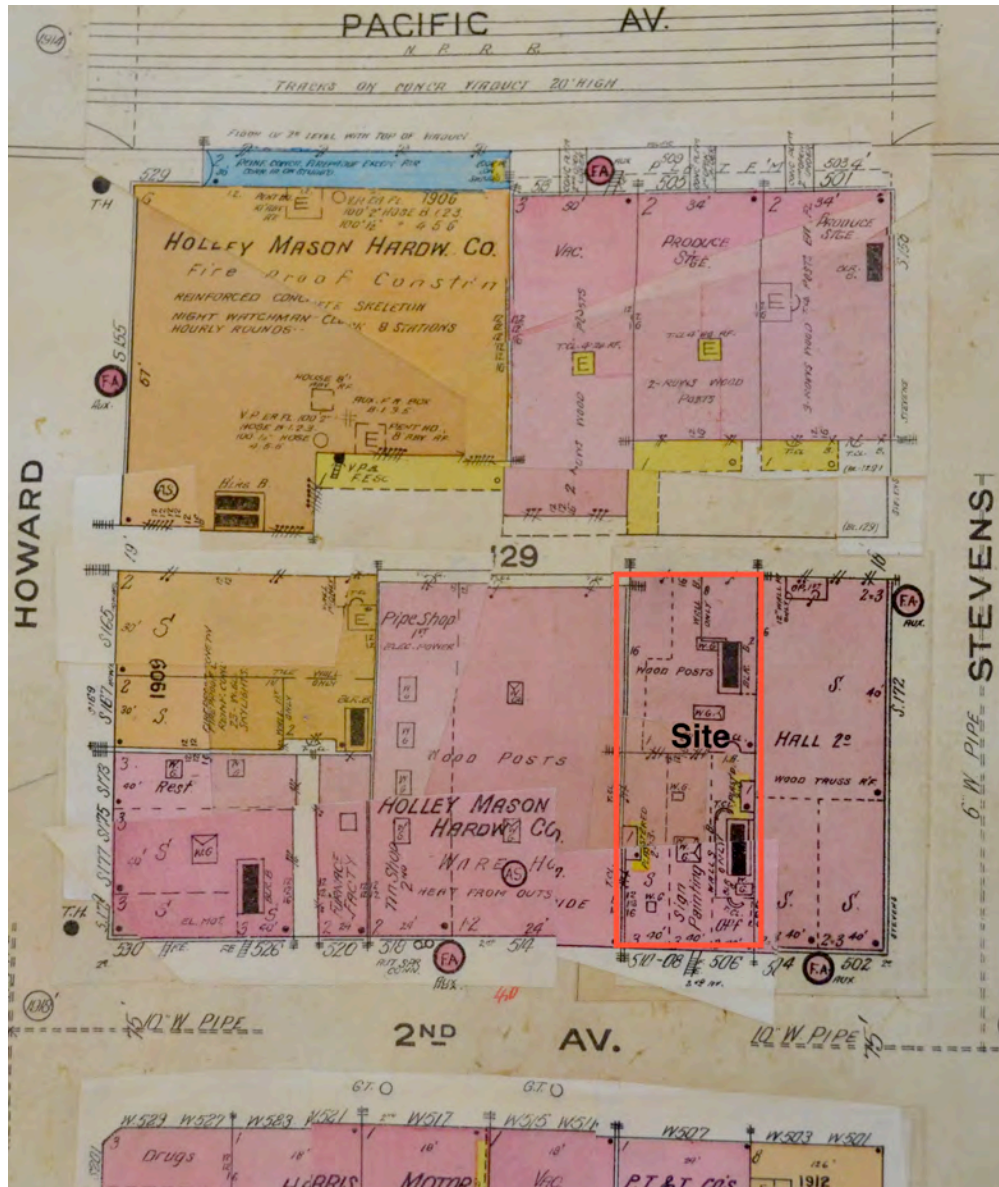
↑
N
 1' = 100'



Sanborn Insurance Map – 1910 – page 449

506 WEST 2ND AVENUE
1910 SANBORN MAP





Sanborn Insurance Map – 1910 updated to 1925– page 449

506 WEST 2ND AVENUE
1910 SANBORN TO 1928

↑
 N
 1' = 100'



1. Context along 2nd Street, looking NE



Arden Hotel/Spokane Masonic Center

2. Context along 2nd Street, looking NW



3. Southwest Corner, looking NE



4. Southeast corner, looking NW



5. Front Facade along 2nd Avenue, looking north



6. Rear (north facade), looking south



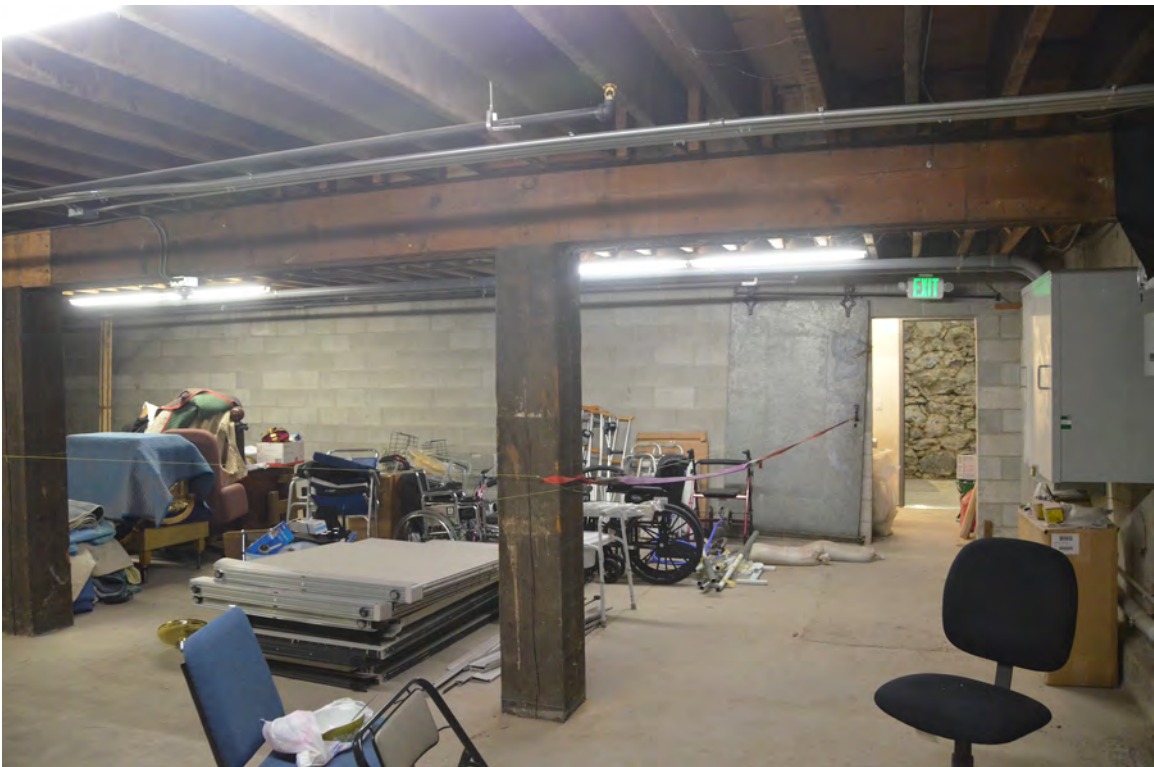
7. Basement-main room in south section, looking north toward elevator



8. Basement-main section, looking south



9. Basement-north section, looking north



10. Basement-north section, looking west



11. First Floor front Lobby showing stairs to basement and entry to Lodge Hall, looking west.



12. First Floor Lodge Hall, looking NE



13. First Floor midsection looking NE at elevator and portal to rear



14. Elevator and restrooms, looking east



15. First Floor-typical restroom (men's)



16. First Floor rear section looking north



17. First Floor rear section looking east



18. First Floor utility room on east side, looking south



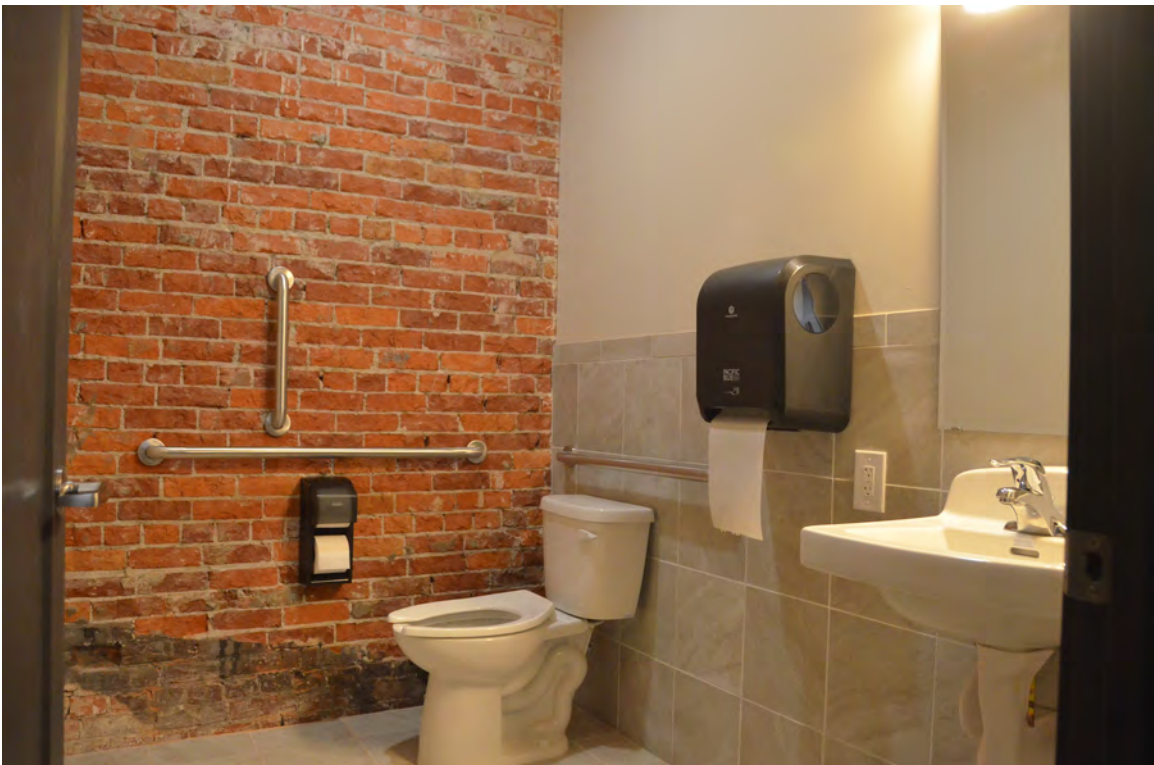
19. Second Floor-looking east at elevator and hallway from NW corner reception area



20. Second Floor conference room, looking SW



21. Second Floor office in NE corner



22. Second Floor typical restroom



23. Second Floor Kitchen, looking east



24. Second Floor, looking west at reception counter and hallway



25. Second Floor office in SW corner



26. Second Floor original stairway between 1st and 3rd floors, looking east



27. Third Floor landing at top of stairs, looking north



28. Third Floor looking east at elevator from NW corner



29. Third Floor looking south along west wall

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

02/12/2018

Date Rec'd

1/19/2018

Clerk's File #

OPR 2017-0281

Renews #Submitting Dept

PUBLIC DEFENDER

Cross Ref #Contact Name/Phone

KATHY KNOX 509-835-5972

Project #Contact E-Mail

KKNOX@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

N/A

Agenda Item Name

0700 - 2017 MACARTHUR GRANT INTERLOCAL

Agenda Wording

AMENDED NO. 1 TO INTERLOCAL AGREEMENT BETWEEN SPOKANE COUNTY AND CITY OF SPOKANE IN CONJUNCTION WITH THE SAFETY AND JUSTICE CHALLENGE FINANCIAL ASSISTANCE AWARD FROM THE JOHN D. AND CATHERINE T. MACARTHUR FOUNDATION. THE TOTAL AMOUNT WILL BE \$133,538

Summary (Background)

Spokane County and the City of Spokane desire to modify the Interlocal Agreement for the purpose of increasing the Agreement budget. The increase of the budget will allow the City of Spokane to employ a Social Worker/Care Coordinator. This position will assist the City Public Defender's Office in support of the criminal justice reform goals of the MacArthur Foundation grant.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Revenue \$ 22,553

1360-91204-99999-36711-99999

Expense \$ 22,553

various

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

KNOX, KATHY

Study Session

02/05/18 PSC

Division DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

kbustos@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

rkokot@spokanecity.org

Additional Approvals

kknox@spokanecity.org

Purchasing

llok@spokanecity.org

GRANTS &
CONTRACT MGMT

BROWN, SKYLER

**AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT BETWEEN SPOKANE
COUNTY AND CITY OF SPOKANE IN CONJUNCTION WITH THE SAFETY AND
JUSTICE CHALLENGE FINANCIAL ASSISTANCE AWARD FROM THE JOHN D. AND
CATHERINE T. MACARTHUR FOUNDATION**

1. Grantee City of Spokane 808 West Spokane Falls Blvd Spokane, WA 99201	2. Contract Amount <p style="text-align: center;">\$133,538.00</p>	3. Tax ID# <p style="text-align: center;">91-60001280</p>
5. Grantee Representative Kim Bustos Accounting (509) 625-7155 kbustos@spokanecity.org	6. County's Representative John Dickson Chief Operations Officer (509) 477-5770 jdickson@spokanecounty.org	
7. Grantor ID #	8. Start Date <p style="text-align: center;">11/1/2017</p>	9. End Date <p style="text-align: center;">4/30/18</p>
10. Funding Authority: <p style="text-align: center;">John D. and Catherine T. MacArthur Foundation</p>		
11. Grant Purpose: To support the extensive technological needs of the Safety and Justice Challenge project which is supported with the John D. and Catherine T. MacArthur Foundation grant funding received by Spokane County.		
12. COUNTY and the City of Spokane, acknowledge and accept the terms of this Amended Interlocal Agreement and attachments and have executed the Amended Interlocal Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Amended Interlocal Agreement are governed by this Agreement and the following other documents incorporated by reference: (1) General Terms and Conditions, (2) Attachment "A" Scope of Work, and (3) Attachment "B" Budget.		

(FACE SHEET)

THIS AMENDMENT NO. 1 TO AGREEMENT, made and entered into by and between **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington, 99260, hereinafter referred to as “COUNTY,” and the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY”, jointly hereinafter referred to as the “PARTIES.”

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington (sometimes hereinafter referred to as the “Board”) has the care of county property and management of county funds and business; and

WHEREAS, Spokane County received an award of financial assistance from the John D. and Catherine T. MacArthur Foundation as part of a network of sites participating in the Safety and Justice Challenge, the Foundation’s criminal justice reform initiative; and

WHEREAS, the purpose of the Safety and Justice Challenge, the Foundation’s criminal justice reform initiative is aimed at reducing over-incarceration by changing the way America thinks about and uses jails;

WHEREAS, the PARTIES wish to conduct a regional pilot to assess the benefits and cost associated with treatment or care coordination with the City of Spokane’s Public Defender’s Office in support of criminal justice reform goals contained within the MacArthur Foundation Safety and Justice Challenge grant;

WHEREAS, pursuant to the above referenced recitals, Spokane County and the City of Spokane executed the following: a contract under Spokane County Resolution No. 17-0453 entitled “Interlocal Agreement Between Spokane County and the City of Spokane in Conjunction with the Safety and Justice Challenge Financial Assistance Award from the John D. and Catherine T. MacArthur Foundation. The Interlocal Agreement provided for the creation of City of Spokane and Spokane County necessary grant database interfaces; the provision to Spokane County and/or the MacArthur Foundation by the City of Spokane of data required as part of the national evaluation project; support by the City of Spokane of the Risk/Needs/Responsibility & Fidelity tool (RNR+f) system software, and the dedication of IT support staff to this project by the City of Spokane.

WHEREAS, Section No. 2 (Term/Compensation) of the Interlocal Agreement provided for a term of May 1, 2016 through April 30, 2018. Additionally, Section No. 10 (Modification) of the Interlocal Agreement provided the Interlocal Agreement may be modified by mutual written agreement of Spokane County and the City of Spokane;

WHEREAS, Spokane County and the City of Spokane desire to modify the Interlocal Agreement for the purpose of increasing the Agreement budget. The increase of the budget will allow the City of Spokane to employ a Social Worker/Care Coordinator. This position will assist the City Public Defender’s Office in support of the criminal justice reform goals of the MacArthur Foundation

grant.

NOW THEREFORE, for and in consideration of the above recitals which are incorporated herein as well the mutual promises set forth hereinafter, the PARTIES do mutually agree that the Interlocal Agreement executed under Spokane County Resolution No.17-0453 entitled “Interlocal Agreement Between Spokane County and the City of Spokane in Conjunction with the Safety and Justice Challenge Financial Assistance Award from the John D. and Catherine T. MacArthur Foundation” is amended in Section No. 1 Description of Services, and Section No. 2 Term/Compensation to read as follows:

SECTION NO. 1: DESCRIPTION OF SERVICES

The CITY of SPOKANE under this Agreement will provide services as set forth in Attachment “A” Scope of Work. The services the CITY will provide under this Agreement shall be under the general direction of the Spokane County Chief Operating Officer, who shall act as the County’s representative during the performance of this Agreement. Services performed under this Agreement shall be performed by skilled and competent personnel.

SECTION NO. 2: TERM/COMPENSATION

For the contract time frame of May 1, 2016, through April 30, 2018, the COUNTY will reimburse the CITY an amount not to exceed One Hundred and Thirty-three Thousand Five Hundred Thirty-Eight Dollars (\$133,538.00) for the performance of all things necessary for or incidental to the items contained in the Scope of Work as set forth in Attachment “A”. Requests for reimbursement should be submitted no more than monthly and no less than quarterly. Invoices must be submitted with appropriate supporting documentation as directed by the COUNTY’s representative designated below. All reimbursement requests for the previous calendar year must be submitted no later than January 10th to be allowable under the grant.

Requests for reimbursement shall be submitted to:

Kari Grytdal
Grants Administrator
1116 West Broadway
Spokane, WA 99260
kgrytdal@spokanecounty.org
(509) 477-7273

Payment shall be considered timely if made by the COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to City of Spokane, 808 West Spokane Falls Blvd. Spokane, WA 99201.

BE IT HEREBY FURTHER AGREED by the PARTIES, that but for the Amendment to Sections No, 1 and 2 to the document executed under Spokane County Resolution No. 17-0453 and entitled “Interlocal Agreement Between Spokane County and the City of Spokane in Conjunction with

the Safety and Justice Challenge Financial Assistance Award from the John D. and Catherine T. MacArthur Foundation” and as provided for herein above, all other terms and conditions set forth in the document executed under Resolution No. 17-0453 shall remain in full force and affect without any change whatsoever.

IN WITNESS WHEREOF, the PARTIES have caused this Amendment No. 1 to the Interlocal Agreement be executed on date and year opposite their respective signatures.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

JOSH KERNS, Chair

ATTEST:

MARY KUNEY, Vice Chair

Ginna Vasquez
Clerk of the Board

AL FRENCH, Commissioner

CITY OF SPOKANE

DATED: _____

By: _____

Title: _____

ATTACHMENT “A”

SCOPE OF WORK

Spokane County received funding from the John D. and Catherine T. MacArthur Foundation to support participation in the Safety and Justice Challenge, the Foundation’s criminal justice reform initiative aimed at reducing over-incarceration by changing the way America thinks about and uses jails.

This Amended Interlocal Agreement between Spokane County and the City of Spokane is to provide the CITY with funding to support the extensive technological needs of this project, including the creation of necessary data base interfaces; the provision to Spokane County and/or the MacArthur Foundation of data required as part of the national evaluation project; support of the Risk/Needs/Responsibility & Fidelity tool (RNR+f) system software and IT support staff. The CITY has estimated IT support staff hours for data pulls and technical support for both the first year and second year of the grant project and the budget is reflective of these estimated hours.

This Agreement also provides funding to support a portion of the salary and benefits of a CITY Pretrial Service Officer. The Pretrial Service Officer will provide technical work related to the delivery of direct services for Pretrial Services including completing pretrial risk assessments, developing case histories, determining public defender eligibility, enforcing court-ordered supervision and implementing strategies to mitigate a defendant’s level of risk. All hours assigned to this funding will be tracked via Spokane County time sheet processes and no over-time will be allowed or paid.

The Amended Interlocal Agreement will provide funding to support the salary and benefits of a Social Worker/Care Coordinator a project employee contracted by the CITY. Under the direction of the CITY Public Defender’s Office, the Social Worker/Care Coordinator will conduct assessments and compile psychosocial histories to develop recommendations for grant participants as to appropriate pretrial release, treatment options, conditions of probation or diversion, as well as sentencing and post-sentencing options. The CITY Social Worker/Care Coordinator will work closely with the MacArthur defendant participants to engage them in needed services, such as drug/alcohol treatment, mental health counseling, housing and employment needs.

The COUNTY will provide to the Social Worker/Care Coordinator access to the COUNTY network to the extent such access is necessary to obtain MacArthur grant participant information in the Court and/or Detention Service databases.

The COUNTY will provide the Social Worker/Care Coordinator with the following reports and documents as specified:

- a. Name, case number, agency and details relating to treatment of a given defendant and a signed release of information to support such distribution.

The CITY is responsible is responsible for providing to the Social Worker/Care Coordinator the following:

- a. Clerical Support to the extent necessary, and
- b. Office equipment and supplies, including office furniture, computer hardware and software, including maintenance thereof.

ATTACHMENT “B”

BUDGET DETAIL

Total Funding	\$133,538.00
Total Expenses	\$133,538.00
IT Support Salaries & Benefits	\$ 75,084.49
JustWare Software Support and Upgrades	\$ 2,701.20
Cable Installation	\$ 1,199.31
Pretrial Service Officer (2016) salary & benefits	\$ 15,000.00
Pretrial Service Officer (2017) salary & benefits	\$ 17,000.00
Social Worker/Care Coordinator salary & benefits November 1, 2017 to April 30, 2018	\$ 22,553.00

Briefing Paper

Public Safety and Community Health

Division & Department:	Stand Alone Departments/ Public Defender
Subject:	Amended Interlocal Agreement (MacArthur Funds from the County)
Date:	1/23/18
Contact (email & phone):	kknox@spokanecity.org ; 835-5972
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Public Health Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget & Strategic Plan
Strategic Initiative:	Criminal Justice Reform / Jail reduction
Deadline:	At Council on February 5, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Public Defender Case Manager Work Product based on Attorneys' Requests
<p>Background/History: <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>The reason for the amended interlocal agreement is to add payment by the County through the use of the MacArthur Foundation's Criminal Justice Challenge funds for a public defender case manager in the City Public Defender's Office. A project employee has been hired as a City Public Defender Case Manager and the position is funded by the County. The salary and limited benefits of a project employee are funded from November 1, 2017 to April 30, 2018.</p> <p>It is our understanding that the County will provide funds through the end of 2018, from funds not expended in early 2017, with a subsequent amended contract between Spokane County and the MacArthur Foundation.</p>	
<p>Executive Summary:</p> <p>The Case Manager will:</p> <ul style="list-style-type: none"> • Perform a needs assessment • Assist clients in trying to obtain housing, by filling out the SPDAT (housing application), • Obtain a treatment assessment or evaluation for substance abuse or other behavioral health issues, • Enroll them in health insurance, and help with obtaining a primary care physician, • Connect the client with employment or education resources,. • Work with others assisting the client in providing updates to the assigned attorney, • Help obtain financial resources or medication. 	
<p>Budget Impact:</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: MacArthur Grant</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) See related SBO</p>	
Operations Impact:	

Consistent with current operations/policy?

☒ Yes

☐ No

☐ N/A

Requires change in current operations/policy?

☐ Yes

☒ No

☐ N/A

Specify changes required:

Known challenges/barriers:

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

02/12/2018

<u>Date Rec'd</u>	1/25/2018
<u>Clerk's File #</u>	CPR 1981-0449
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	BRANDY COTE 6256774
<u>Contact E-Mail</u>	BCOTE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Boards and Commissions Appointments
<u>Agenda Item Name</u>	0520 APPOINTMENT OF KELLY KEENAN TO THE ALTCEW BOARD

Agenda Wording

Appointment of Kelly Keenan to the Aging and Long Term Care of Eastern Washington Governing Board, representing the City of Spokane Community, Housing, and Human Services Department.

Summary (Background)

Appointment of Kelly Keenan to the Aging and Long Term Care of Eastern Washington Governing Board, representing the City of Spokane Community, Housing, and Human Services Department.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		bcote@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	dkinder@spokanecity.org
<u>Additional Approvals</u>		kkeen@spokanecity.org
<u>Purchasing</u>		

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

02/12/2018

Date Rec'd

1/30/2018

Clerk's File #

ORD C35586

Renews #Submitting Dept

FINANCE & ADMIN

Cross Ref #Contact Name/PhoneCRYSTAL 6256369
MARCHANDProject #Contact E-Mail

CMARCHAND@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0410 - ENCUMBRANCE CARRYOVER

Agenda Wording

An Ordinance carrying over from 2017 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and appropriating various outstanding grants of the City of Spokane.

Summary (Background)

This action carries over budget authority for items budgeted in 2017 but not completed at year-end and appropriates various outstanding grants and capital expenditures, thereby amending Ordinance No. C-35565, passed December 11, 2017.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 160,521,030.00

Various Accounts - See Ordinance

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

MARCHAND, CRYSTAL

Study Session**Division Director**

MARCHAND, CRYSTAL

OtherFinance and
Administration
Committee Consent Item
1/29/18**Finance**

DOVAL, MATTHEW

Distribution List**Legal**

DALTON, PAT

cmarchand@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

mdoval@spokanecity.org

Additional Approvals

tdunivant@spokanecity.org

Purchasing**CITY COUNCIL**

MCDANIEL, ADAM

ORDINANCE NO. C35586

An ordinance carrying over from the 2017 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and the budgeting of various outstanding grants, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance No. C-35565, passed December 11, 2017, and entitled "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage." and declaring an emergency.

WHEREAS, at the end of the 2017 fiscal year there were various unexpended appropriations for uncompleted programs, improvements in progress, unfilled orders for material, equipment and supplies and unfulfilled contracts for personal services, all properly budgeted and contracted for, and various outstanding grants, bond projects, and capital projects; and

WHEREAS, in order to complete such programs and pay such claims it is necessary that the various funds be re-appropriated in the 2018 budget; and

WHEREAS, this ordinance has been on file three days;

NOW, THEREFORE,

The City of Spokane does ordain;

Section 1. That in the budgets of the various funds, departments and divisions the following changes be made:

TO:	DESCRIPTION	AMOUNT	DEPT TOTAL	FUND TOTAL
0100	GENERAL FUND			
0020	NONDEPARTMENTAL			
88100-13200-54201-99999	CONTRACTUAL SERVICES	115,139		
88100-18900-54105-99999	LEGAL SERVICES	173,626		
88100-18900-54201-99999	CONTRACTUAL SERVICES	4,958		
88100-18900-54904-99999	OTH DUES/SUBSCRIPTNS/MEMBERSHP	6,000		
88100-66000-54201-99999	CONTRACTUAL SERVICES	16		
88200-21100-55119-99999	SPOKANE COUNTY MISC SERVICES	60,640		
88600-54300-54201-99999	CONTRACTUAL SERVICES	105		
			360,484	
0230	CIVIL SERVICE			
30600-18100-54201-99999	CONTRACTUAL SERVICES	3,305		
			3,305	
0260	CITY CLERK			
32100-14230-54201-99999	CONTRACTUAL SERVICES	991		
			991	
0300	HUMAN SERVICES			
53010-51200-54101-99999	PROFESSIONAL SERVICES	2,313		
53010-65410-54101-99999	PROFESSIONAL SERVICES	7,143		
53010-65410-54201-99999	CONTRACTUAL SERVICES	147,666		
53010-65410-54204-99999	OTHER CONTRACTUAL SERVICES	351		
53010-65410-54999-99999	OTHER MISC CHARGES	36,961		
53011-65410-54201-99999	CONTRACTUAL SERVICES	50,000		
			244,434	
0320	COUNCIL			
36100-11600-54101-99999	PROFESSIONAL SERVICES	19,588		
36100-11600-54201-99999	CONTRACTUAL SERVICES	1,200		
36170-11600-54201-99999	CONTRACTUAL SERVICES	2,400		
36170-11600-54401-99999	AIRFARE	812		

			24,000
0330	PUBLIC AFFAIRS/COMMUNICATIONS		
73800-18880-53104-99999	SOFTWARE (NONCAPITALIZED)	1,641	
			1,641
0350	COMMUNITY CENTERS		
57110-75500-54201-99999	CONTRACTUAL SERVICES	1,482	
57300-75500-54201-99999	CONTRACTUAL SERVICES	50,000	
			51,482
0370	ENGINEERING SERVICES		
30210-44200-54201-99999	CONTRACTUAL SERVICES	728	
30210-44200-54501-99999	OPERATING RENTALS/LEASES	1,590	
			2,318
0410	FINANCE		
34100-14230-54201-99999	CONTRACTUAL SERVICES	45,800	
			45,800
0430	GRANTS MANAGEMENT		
30210-14600-54999-99999	OTHER MISC CHARGES	40,000	
			40,000
0450	COMM & NEIGHBHD SVCS DIVISION		
30210-57200-54201-99999	CONTRACTUAL SERVICES	15,562	
			15,562
0470	HISTORIC PRESERVATION		
53610-58620-54201-99999	CONTRACTUAL SERVICES	5,000	
			5,000
0500	LEGAL		
15100-15300-53104-99999	SOFTWARE (NONCAPITALIZED)	1,698	
15100-15300-54101-99999	PROFESSIONAL SERVICES	6,051	
15100-15300-54206-99999	SNOW REMOVAL SERVICES	843	
33200-15300-53102-99999	PUBLICATIONS	21,249	

			29,841
0550	NEIGHBORHOOD SERVICES		
30210-57200-53505-99999	OFFICE FURNITURE (NON CAPITAL)	1,651	
			1,651
0560	MUNICIPAL COURT		
13110-12500-53201-99999	OPERATING SUPPLIES	2,172	
13110-12500-54101-99999	PROFESSIONAL SERVICES	3,000	
			5,172
0620	HUMAN RESOURCES		
31100-18100-53104-99999	SOFTWARE (NONCAPITALIZED)	10,281	
			10,281
0650	PLANNING SERVICES		
30210-58620-54201-99999	CONTRACTUAL SERVICES	141,000	
51450-58200-54201-99999	CONTRACTUAL SERVICES	117,254	
			258,254
0680	POLICE		
11120-21700-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	900	
11150-21250-53201-99999	OPERATING SUPPLIES	2,701	
11410-21250-53201-99999	OPERATING SUPPLIES	238	
11410-21250-54103-99999	MEDICAL SERVICES	950	
11410-21250-54906-99999	LAUNDRY/JANITORIAL SERVICES	14,036	
11420-21140-54202-99999	ADVISORY TECHNICAL SERVICE	860	
11420-21140-54501-99999	OPERATING RENTALS/LEASES	300	
11420-21140-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	661	
11420-21140-55199-99999	OTHER INTERGOVT SERVICES	12,257	
11460-21400-54501-99999	OPERATING RENTALS/LEASES	2,500	
11470-21140-54820-68310	SOFTWARE MAINTENANCE	1,000	
11470-21140-54820-68323	SOFTWARE MAINTENANCE	1,454	
30210-21100-53201-99999	OPERATING SUPPLIES	463	
30210-21100-54101-99999	PROFESSIONAL SERVICES	9,375	
30210-21160-54103-99999	MEDICAL SERVICES		

		2,200	
30210-21500-54206-68203	SNOW REMOVAL SERVICES	2,567	
30210-21500-54206-68205	SNOW REMOVAL SERVICES	2,013	
30210-21500-54206-68206	SNOW REMOVAL SERVICES	2,995	
30210-21500-54212-68201	LANDSCAPE/GROUNDS MAINT	3,459	
30210-21500-54212-68203	LANDSCAPE/GROUNDS MAINT	16	
30210-21500-54212-68205	LANDSCAPE/GROUNDS MAINT	1,631	
30210-21500-54212-68206	LANDSCAPE/GROUNDS MAINT	694	
30210-21500-54212-68212	LANDSCAPE/GROUNDS MAINT	77	
30210-21500-54212-68213	LANDSCAPE/GROUNDS MAINT	193	
30210-21500-54212-68215	LANDSCAPE/GROUNDS MAINT	4,665	
30210-21500-54501-68207	OPERATING RENTALS/LEASES	2,375	
30210-21500-54802-68202	BUILDING REPAIRS/MAINTENANCE	1,906	
30210-21500-54802-68209	BUILDING REPAIRS/MAINTENANCE	472	
30210-21500-54906-68201	LAUNDRY/JANITORIAL SERVICES	5,596	
30210-21500-54906-68203	LAUNDRY/JANITORIAL SERVICES	3,034	
30210-21500-54906-68205	LAUNDRY/JANITORIAL SERVICES	1,698	
30210-21500-54906-68206	LAUNDRY/JANITORIAL SERVICES	1,651	
			84,937
0750	ECONOMIC DEVELOPMENT		
30210-58700-54201-99999	CONTRACTUAL SERVICES	48,200	
30210-58700-54999-99999	OTHER MISC CHARGES	24,500	
41700-58700-54201-20801	CONTRACTUAL SERVICES	50,000	
41700-58700-54201-20802	CONTRACTUAL SERVICES	50,000	
			172,700
	TOTAL GENERAL FUND		1,357,853
1100	STREET FUND		
21700-42300-54201-86023	CONTRACTUAL SERVICES	92,165	
21800-42660-54201-99999	CONTRACTUAL SERVICES	7,019	
21800-42660-54202-99999	ADVISORY TECHNICAL SERVICE	4,895	
21800-42660-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	30,274	
21900-42500-54805-99999	STRUCTURE REPAIRS/MAINTENANCE	3,673	

		138,026	
	TOTAL STREET FUND		138,026
1200	CODE ENFORCEMENT FUND		
30210-24600-53505-99999	OFFICE FURNITURE (NON CAPITAL)	1,165	
30210-24600-54201-99999	CONTRACTUAL SERVICES	52,822	
58100-24600-54201-04700	CONTRACTUAL SERVICES	9,390	
58100-24600-54201-99999	CONTRACTUAL SERVICES	94,938	
		158,315	
	TOTAL CODE ENFORCEMENT FUND		158,315
1360	MISCELLANEOUS GRANTS FUND		
91202-12500-08500-99999	PROJECT EMPLOYEE	48,242	
91202-12500-52110-99999	SOCIAL SECURITY	3,691	
91202-12500-52310-99999	MEDICAL INSURANCE	25,113	
91202-12500-53102-99999	PUBLICATIONS	30	
91202-12500-53502-99999	MINOR EQUIPMENT	653	
91202-12500-54302-99999	CELL PHONE	969	
91202-12500-54401-99999	AIRFARE	4,063	
91202-99999-33316-99999	DEPT OF JUSTICE	(82,757)	
91204-18880-51991-99999	CONTRA SALARIES	56,475	
91204-99999-36711-99999	PRIV GIFT/PLEDGE/GRANT/BEQSTS	(56,474)	
91741-21100-51991-99999	CONTRA SALARIES	2,726	
91741-21100-52991-99999	CONTRA BENEFITS	1,213	
91741-21250-54201-99999	CONTRACTUAL SERVICES	152,377	
91741-99999-33116-99999	DEPT OF JUSTICE	(156,314)	
94163-58100-54201-99999	CONTRACTUAL SERVICES	222,202	
94163-58620-51991-99999	CONTRA SALARIES	20,000	
94163-58620-54201-99999	CONTRACTUAL SERVICES	67,500	
94163-99999-33166-99999	ENVIRONMENTAL PROTECTION AGENC	(309,701)	
94165-58620-51991-99999	CONTRA SALARIES	30,000	
94165-58620-54201-99999	CONTRACTUAL SERVICES	259,998	
94165-99999-33431-99999	DEPARTMENT OF ECOLOGY	(289,997)	
94351-58620-51991-99999	CONTRA SALARIES	20,000	

94351-58620-54201-99999	CONTRACTUAL SERVICES	180,000	
94351-99999-33166-99999	ENVIRONMENTAL PROTECTION AGENC	(200,000)	
95122-58620-51991-99999	CONTRA SALARIES	30,000	
95122-58620-54201-99999	CONTRACTUAL SERVICES	270,000	
95122-99999-33442-99999	DEPT OF COMMERCE	(300,000)	
			9
	TOTAL MISCELLANEOUS GRANTS FUND		9
1380	TRAFFIC CALMING MEASURES		
24100-94000-56401-99999	MACHINERY/EQUIPMENT	18,816	
24101-95300-56501-21005	CONSTRUCTION OF FIXED ASSETS	153,430	
24102-95300-56501-21005	CONSTRUCTION OF FIXED ASSETS	3,537	
24102-95300-56501-72932	CONSTRUCTION OF FIXED ASSETS	30,389	
24103-95300-56501-21005	CONSTRUCTION OF FIXED ASSETS	395,377	
24104-94000-56501-87001	CONSTRUCTION OF FIXED ASSETS	38,153	
			639,702
	TOTAL TRAFFIC CALMING MEASURES		639,702
1400	PARKS AND RECREATION FUND		
30210-76105-54201-99999	CONTRACTUAL SERVICES	145	
30210-76120-54451-99999	ADVERTISING	3,820	
30210-76150-54201-99999	CONTRACTUAL SERVICES	10,000	
30210-94000-56202-99999	BUILDING CONSTRUCTION	192,500	
30210-94000-56203-99999	BUILDING IMPROVEMENTS	360	
30210-94000-56301-99999	OTHER IMPROVEMENTS	63,624	
30210-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	52,841	
30210-94000-56522-99999	ARCHITECT AND ENGINEER SERV	12,122	
30210-94000-56701-99999	RESERVE FOR CAPITAL OUTLAY	843,461	
54100-75610-54906-99999	LAUNDRY/JANITORIAL SERVICES	2,720	
54100-75610-54920-99999	ALARM/SECURITY SERVICES	66	
54100-75659-53401-99999	ITEMS PURCHASED FOR INVENTORY	2,217	
54100-75659-54201-99999	CONTRACTUAL SERVICES	11	
54100-76200-53401-99999	ITEMS PURCHASED FOR INVENTORY	207	
54100-76200-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	4,348	

54100-94000-56301-99999	OTHER IMPROVEMENTS	31,462
54100-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	75,961
54300-76914-54801-99999	REPAIRS/MAINTENANCE	1,959
54300-76914-54920-99999	ALARM/SECURITY SERVICES	27
54300-76915-54920-99999	ALARM/SECURITY SERVICES	306
54300-76916-54920-99999	ALARM/SECURITY SERVICES	706
54300-76918-53401-99999	ITEMS PURCHASED FOR INVENTORY	644
54300-76918-54201-99999	CONTRACTUAL SERVICES	44
54300-76923-54201-99999	CONTRACTUAL SERVICES	3,490
54300-94000-56701-99999	RESERVE FOR CAPITAL OUTLAY	70,344
54500-76810-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	1,945
54500-76810-54852-99999	GENERAL REPAIRS/MAINT SUPPLIES	1,461
54500-76810-54920-99999	ALARM/SECURITY SERVICES	739
54500-76820-54201-99999	CONTRACTUAL SERVICES	6,446
54500-76820-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	2,119
54500-76890-54501-99999	OPERATING RENTALS/LEASES	118
54500-94000-56203-99999	BUILDING IMPROVEMENTS	23,943
54500-94000-56310-99999	ROADWAYS/PATHS	40,585
54500-94000-56314-99999	LANDSCAPING AND IRRIGATION	107,714
54500-94000-56701-99999	RESERVE FOR CAPITAL OUTLAY	57,424
54600-76820-54201-99999	CONTRACTUAL SERVICES	3,895
54600-76820-54801-99999	REPAIRS/MAINTENANCE	2,158
54600-76820-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	480
54600-76820-54920-99999	ALARM/SECURITY SERVICES	445
54600-94000-56104-48014	MISC IMPROVEMENT NONBUILDINGS	2,636
54600-94000-56104-99999	MISC IMPROVEMENT NONBUILDINGS	544
54600-94000-56203-99999	BUILDING IMPROVEMENTS	134,888
54600-94000-56301-99999	OTHER IMPROVEMENTS	7,853
54961-75280-54212-99999	LANDSCAPE/GROUNDS MAINT	593
54961-76840-54852-99999	GENERAL REPAIRS/MAINT SUPPLIES	1,602
54961-76840-54920-99999	ALARM/SECURITY SERVICES	403
54961-94000-56203-99999	BUILDING IMPROVEMENTS	7,392
54961-94000-56311-99999	BRIDGES	42,645

95364-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	42,304		
95609-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	185,931		
95610-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	8,298		
98816-76820-54201-99999	CONTRACTUAL SERVICES	559		
98816-94000-56203-99999	BUILDING IMPROVEMENTS	160,363		
			2,218,868	
	TOTAL PARKS AND RECREATION FUND			2,218,868
1460	PARKING METER REVENUE FUND			
21200-21710-54201-99999	CONTRACTUAL SERVICES	281,620		
21200-21710-54914-99999	BANK FEES	2,601		
			284,221	
	TOTAL PARKING METER REVENUE FUND			284,221
1540	HUMAN SERVICES GRANTS FUND			
53513-65410-54201-99999	CONTRACTUAL SERVICES	362,323		
53513-65430-54820-99999	SOFTWARE MAINTENANCE	37,800		
95464-65410-54201-99999	CONTRACTUAL SERVICES	984,186		
95475-65400-54201-99999	CONTRACTUAL SERVICES	4,481		
95477-65410-54201-99999	CONTRACTUAL SERVICES	192,820		
95480-65410-54201-99999	CONTRACTUAL SERVICES	297,834		
95490-65410-54201-99999	CONTRACTUAL SERVICES	10,481		
			1,889,925	
	TOTAL HUMAN SERVICES GRANTS FUND			1,889,925
1541	CONTINUUM OF CARE			
95468-65400-54201-95425	CONTRACTUAL SERVICES	18,847		
95468-65400-54201-95431	CONTRACTUAL SERVICES	43,212		
95468-65400-54201-95439	CONTRACTUAL SERVICES	1,401		
95468-65400-54201-95440	CONTRACTUAL SERVICES	48,634		
95468-65400-54201-95448	CONTRACTUAL SERVICES	1,648		
95468-65400-54201-95449	CONTRACTUAL SERVICES	97,002		
95468-65400-54201-95451	CONTRACTUAL SERVICES	19		
95469-65410-54201-95417	CONTRACTUAL SERVICES	28,009		

95469-65410-54201-95419	CONTRACTUAL SERVICES	201,384		
95469-65410-54201-95421	CONTRACTUAL SERVICES	122,435		
95469-65410-54201-95425	CONTRACTUAL SERVICES	148,824		
95469-65410-54201-95427	CONTRACTUAL SERVICES	127,892		
95469-65410-54201-95430	CONTRACTUAL SERVICES	10,544		
95469-65410-54201-95431	CONTRACTUAL SERVICES	72,572		
95469-65410-54201-95432	CONTRACTUAL SERVICES	12,455		
95469-65410-54201-95433	CONTRACTUAL SERVICES	35,779		
95469-65410-54201-95434	CONTRACTUAL SERVICES	250,485		
95469-65410-54201-95435	CONTRACTUAL SERVICES	149,344		
95469-65410-54201-95439	CONTRACTUAL SERVICES	121,390		
95469-65410-54201-95443	CONTRACTUAL SERVICES	115,278		
95469-65410-54201-95444	CONTRACTUAL SERVICES	88,213		
95469-65410-54201-95445	CONTRACTUAL SERVICES	149,511		
95469-65410-54201-95447	CONTRACTUAL SERVICES	141,273		
95469-65410-54201-95448	CONTRACTUAL SERVICES	194,834		
95469-65410-54201-95449	CONTRACTUAL SERVICES	317,649		
95469-65410-54201-95451	CONTRACTUAL SERVICES	286,509		
95469-65410-54201-95453	CONTRACTUAL SERVICES	41,175		
95469-65410-54201-95454	CONTRACTUAL SERVICES	135,904		
95469-65430-54201-95446	CONTRACTUAL SERVICES	2,445		
			2,964,667	
	TOTAL CONTINUUM OF CARE			2,964,667
1560	FORFEITURES & CONTRIBUTION FUND			
11440-94000-56401-99999	MACHINERY/EQUIPMENT	1,486		
11440-94000-56403-99999	CAPITALIZED SOFTWARE	14,688		
17200-21250-54820-99999	SOFTWARE MAINTENANCE	4,566		
			20,740	
	TOTAL FORFEITURES & CONTRIBUTION FUND			20,740
1590	HOTEL/MOTEL TAX FUND			
25300-57300-54201-99999	CONTRACTUAL SERVICES	16,800		
			16,800	

	TOTAL HOTEL/MOTEL TAX FUND		16,800
1620	PUBLIC SAFETY & JUDICIAL GRANT		
91133-21700-54451-68111	ADVERTISING	8,080	
91742-21250-53528-99999	PROTECTIVE GEAR/CLOTHING	38,787	
91744-21250-53201-99999	OPERATING SUPPLIES	1,300	
91754-94000-56404-99999	VEHICLES	70,000	
			118,167
	TOTAL PUBLIC SAFETY & JUDICIAL GRANT FUND		118,167
1630	COMBINED COMMUNICATIONS CENTER		
35210-28200-54201-99999	CONTRACTUAL SERVICES	3,600	
35210-28200-54820-99999	SOFTWARE MAINTENANCE	3,450	
35210-28200-54907-99999	CLOTHING ALTERATIONS & REPAIRS	360	
35210-94280-56403-99999	CAPITALIZED SOFTWARE	138,008	
			145,418
	TOTAL COMBINED COMMUNICATIONS CENTER		145,418
1640	COMMUNICATIONS BLDG M&O FUND		
35351-28200-54202-99999	ADVISORY TECHNICAL SERVICE	2,736	
35351-28200-54802-99999	BUILDING REPAIRS/MAINTENANCE	8,643	
35351-28200-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	20,338	
35351-28200-54906-99999	LAUNDRY/JANITORIAL SERVICES	10,175	
			41,892
	TOTAL COMMUNICATIONS BLDG M&O FUND		41,892
1690	COMMUNITY DEVELOPMENT BLOCK GRANTS		
95804-51010-54201-99999	CONTRACTUAL SERVICES	5,707	
95804-59100-54201-73501	CONTRACTUAL SERVICES	10,000	
95804-59500-54201-73482	CONTRACTUAL SERVICES	29,320	
95804-94000-56301-99999	OTHER IMPROVEMENTS	23,632	
95805-51010-54201-73609	CONTRACTUAL SERVICES	19,894	
95805-51010-54201-73750	CONTRACTUAL SERVICES	61,112	
95805-51010-54201-73760	CONTRACTUAL SERVICES	91,254	
95805-51010-54201-99999	CONTRACTUAL SERVICES	257,564	

95805-59310-54201-99999	CONTRACTUAL SERVICES	11,886		
95805-59500-54201-73482	CONTRACTUAL SERVICES	24,000		
95805-94760-56301-99999	OTHER IMPROVEMENTS	15,857		
95806-51010-54201-99999	CONTRACTUAL SERVICES	939,847		
95806-59210-54902-99999	REGISTRATION/SCHOOLING	476		
95806-94760-56301-99999	OTHER IMPROVEMENTS	33,538		
95807-51010-54201-99999	CONTRACTUAL SERVICES	115,565		
			1,639,652	
	TOTAL COMMUNITY DEVELOPMENT BLOCK GRANTS			1,639,652
1695	CDBG REVOLVING LOAN FUND			
95806-51010-54201-72001	CONTRACTUAL SERVICES	347,511		
95806-51010-54201-73408	CONTRACTUAL SERVICES	121,221		
95806-51010-54201-99999	CONTRACTUAL SERVICES	12,566		
			481,298	
	TOTAL CDBG REVOLVING LOAN FUND			481,298
1710	HOME PROGRAM			
95843-51200-54201-73491	CONTRACTUAL SERVICES	53,999		
95844-51010-54201-99999	CONTRACTUAL SERVICES	121,797		
95844-51200-54201-73491	CONTRACTUAL SERVICES	102,711		
95844-51200-54201-73495	CONTRACTUAL SERVICES	706		
95844-59210-54201-73494	CONTRACTUAL SERVICES	184,669		
95844-59210-54201-99999	CONTRACTUAL SERVICES	30,000		
95845-51010-54201-72002	CONTRACTUAL SERVICES	530,000		
95845-51010-54201-73494	CONTRACTUAL SERVICES	5,780		
95845-51010-54201-99999	CONTRACTUAL SERVICES	704,964		
95845-51200-54201-73491	CONTRACTUAL SERVICES	4,050		
95845-59210-54201-99999	CONTRACTUAL SERVICES	205		
95846-51010-54201-73494	CONTRACTUAL SERVICES	85,221		
95846-51010-54201-99999	CONTRACTUAL SERVICES	222,481		
			2,046,583	
	TOTAL HOME PROGRAM			2,046,583

1780	RENTAL REHABILITATION FUND		
59400-51010-54201-99999	CONTRACTUAL SERVICES	16,186	
			16,186
	TOTAL RENTAL REHABILITATION FUND		16,186
1790	UDAG FUND		
85550-94000-56203-99999	BUILDING IMPROVEMENTS	10,000	
			10,000
	TOTAL UDAG FUND		10,000
1950	PARK CUMULATIVE RESERVE FUND		
54920-94000-56103-99999	LAND ACQUISITION COSTS/REL EXP	10,000	
54920-94000-56301-99999	OTHER IMPROVEMENTS	37,594	
54920-94000-56409-99999	COMPUTER/MICRO EQUIPMENT	54,565	
54920-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	34,327	
54925-94000-56404-99999	VEHICLES	192,245	
54935-94000-56301-99999	OTHER IMPROVEMENTS	115,607	
			444,338
	TOTAL PARK CUMULATIVE RESERVE FUND		444,338
1970	FIRE/EMS FUND		
35121-22200-54103-99999	MEDICAL SERVICES	10,000	
35121-22200-54201-99999	CONTRACTUAL SERVICES	23,386	
35141-22100-54201-99999	CONTRACTUAL SERVICES	68,880	
35141-22100-54907-99999	CLOTHING ALTERATIONS & REPAIRS	1,768	
35150-22600-54853-99999	VEHICLE REPAIRS/MAINT	1,413	
35160-22500-54802-42501	BUILDING REPAIRS/MAINTENANCE	641	
35160-22500-54802-42509	BUILDING REPAIRS/MAINTENANCE	111	
35160-22500-54802-42511	BUILDING REPAIRS/MAINTENANCE	396	
35160-22500-54802-42540	BUILDING REPAIRS/MAINTENANCE	429	
35160-22500-54802-42548	BUILDING REPAIRS/MAINTENANCE	2,668	
35160-22500-54803-42548	EQUIPMENT REPAIRS/MAINTENANCE	834	
35160-22500-54906-42501	LAUNDRY/JANITORIAL SERVICES	5,550	
35160-22500-54906-42540	LAUNDRY/JANITORIAL SERVICES	500	
35160-22500-54906-42548	LAUNDRY/JANITORIAL SERVICES		

		4,975		
35160-22500-54906-42550	LAUNDRY/JANITORIAL SERVICES	675		
35170-22450-54201-99999	CONTRACTUAL SERVICES	20,867		
35170-22450-54903-99999	TUITION REIMBURSEMENT	2,261		
			145,354	
	TOTAL FIRE/EMS FUND			145,354
1990	TRANSPORTATION BENEFIT FUND			
49831-95300-56501-86018	CONSTRUCTION OF FIXED ASSETS	23,225		
49834-95300-56501-86014	CONSTRUCTION OF FIXED ASSETS	6,792		
49836-42800-54201-99999	CONTRACTUAL SERVICES	574,767		
49837-42800-54201-99999	CONTRACTUAL SERVICES	143,143		
			747,927	
	TOTAL TRANSPORTATION BENEFIT FUND			747,927
2350	SPECIAL ASSESSMENT GUARANTY FUND			
82200-14240-54104-99999	REAL ESTATE SERVICES	7,283		
			7,283	
	TOTAL SPECIAL ASSESSMENT GUARANTY FUND			7,283
3200	ARTERIAL STREET FUND			
49123-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	5,000		
49125-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	81,253		
49129-95300-56501-86010	CONSTRUCTION OF FIXED ASSETS	44,028		
49129-95300-56501-86021	CONSTRUCTION OF FIXED ASSETS	24,273		
49129-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	6,679		
49407-42800-54201-99999	CONTRACTUAL SERVICES	151,886		
49823-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	39,283		
49828-42800-54201-86023	CONTRACTUAL SERVICES	368,572		
49828-95300-56501-86002	CONSTRUCTION OF FIXED ASSETS	146,959		
49828-95300-56501-86004	CONSTRUCTION OF FIXED ASSETS	90,519		
49828-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	1,542,297		
49828-95300-56592-99999	INTERFUND COSTS TO CAPITAL	989,948		
49835-42800-54141-99999	OTHER PROFESSIONAL SERVICES	6,363		
49835-42800-54201-86020	CONTRACTUAL SERVICES			

		282,026
49835-42800-54201-99999	CONTRACTUAL SERVICES	179,471
49838-42800-54201-99999	CONTRACTUAL SERVICES	177,691
92102-91000-57800-99999	INTERGOVERNMENTAL LOANS	112,918
92102-92000-58300-99999	INTEREST ON LONG TERM DEBT	3,706
94997-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	3,777
94997-95200-56102-99999	RIGHT OF WAY	21,311
94997-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	260,397
94997-99999-33320-99999	DEPT OF TRANSPORTATION	(333,355)
94997-99999-33438-99999	TRANSPORTATION IMPR BOARD	(124,483)
95023-95200-56102-99999	RIGHT OF WAY	185,000
95023-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	2,277,564
95023-95300-56592-99999	INTERFUND COSTS TO CAPITAL	368,435
95023-99999-33436-99999	DEPT OF TRANSPORTATION	(2,830,997)
95028-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	882
95031-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	623,584
95031-95300-56592-99999	INTERFUND COSTS TO CAPITAL	69,260
95031-99999-33320-99999	DEPT OF TRANSPORTATION	(448,721)
95031-99999-33438-99999	TRANSPORTATION IMPR BOARD	(44,705)
95032-95300-56501-86015	CONSTRUCTION OF FIXED ASSETS	27,831
95032-99999-33320-99999	DEPT OF TRANSPORTATION	(27,830)
95036-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	26,277
95036-99999-33436-99999	DEPT OF TRANSPORTATION	(26,276)
95059-95300-56501-21001	CONSTRUCTION OF FIXED ASSETS	181,392
95059-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	139,811
95063-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	78,018
95063-99999-33320-99999	DEPT OF TRANSPORTATION	(78,017)
95064-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	16,263
95064-99999-33320-99999	DEPT OF TRANSPORTATION	(16,262)
95072-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	233,754
95072-99999-33320-99999	DEPT OF TRANSPORTATION	(233,753)
95075-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	55,767
95075-95100-56592-99999	INTERFUND COSTS TO CAPITAL	

		10,000	
95075-99999-33320-99999	DEPT OF TRANSPORTATION	(65,766)	
95087-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	89,515	
95087-99999-33320-99999	DEPT OF TRANSPORTATION	(89,514)	
95090-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	1,225,526	
95090-99999-33320-99999	DEPT OF TRANSPORTATION	(1,225,525)	
95092-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	700,000	
95092-95300-56592-99999	INTERFUND COSTS TO CAPITAL	75,000	
95092-99999-33320-99999	DEPT OF TRANSPORTATION	(775,000)	
95093-95300-56501-21998	CONSTRUCTION OF FIXED ASSETS	580,640	
95093-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	69,351	
95093-95300-56592-99999	INTERFUND COSTS TO CAPITAL	274,548	
95093-99999-33320-99999	DEPT OF TRANSPORTATION	(500,505)	
95094-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	351,565	
95094-99999-33320-99999	DEPT OF TRANSPORTATION	(351,564)	
95096-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	11,723	
95096-99999-33320-99999	DEPT OF TRANSPORTATION	(11,722)	
95097-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	12,937	
95097-99999-33320-99999	DEPT OF TRANSPORTATION	(12,936)	
95098-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	16,778	
95098-99999-33320-99999	DEPT OF TRANSPORTATION	(16,777)	
95103-95300-56501-21997	CONSTRUCTION OF FIXED ASSETS	159,330	
95103-95300-56501-21998	CONSTRUCTION OF FIXED ASSETS	7,787	
95103-95300-56501-21999	CONSTRUCTION OF FIXED ASSETS	6,594	
95103-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	94,345	
95103-99999-33438-99999	TRANSPORTATION IMPR BOARD	(268,054)	
95104-95100-56501-99999	CONSTRUCTION OF FIXED ASSETS	87,734	
95114-95300-56501-72931	CONSTRUCTION OF FIXED ASSETS	59,490	
95114-95300-56501-72933	CONSTRUCTION OF FIXED ASSETS	9,357	
		5,182,653	
	TOTAL ARTERIAL STREET FUND		5,182,653

3346	UTGO 2015 PARKS	
49571-94000-56202-48108	BUILDING CONSTRUCTION	57,998
49571-94000-56504-48108	OTHER CAPITALIZED COSTS	810
49571-94000-56504-48111	OTHER CAPITALIZED COSTS	2,000
49571-94000-56520-48108	CONSTRUCTION PROFESSIONAL SRVC	26,980
49571-94000-56522-48108	ARCHITECT AND ENGINEER SERV	23,280
49571-94000-56522-48109	ARCHITECT AND ENGINEER SERV	142
49571-94000-56591-48108	LABOR OVERHEAD COSTS CAPTL	7,857
49572-94000-56501-48110	CONSTRUCTION OF FIXED ASSETS	247,831
49572-94000-56501-48111	CONSTRUCTION OF FIXED ASSETS	1,544,857
49572-94000-56504-48111	OTHER CAPITALIZED COSTS	810
49572-94000-56520-48104	CONSTRUCTION PROFESSIONAL SRVC	100,641
49572-94000-56520-48110	CONSTRUCTION PROFESSIONAL SRVC	137,500
49572-94000-56520-48111	CONSTRUCTION PROFESSIONAL SRVC	15,754
49572-94000-56522-48111	ARCHITECT AND ENGINEER SERV	41,845
49572-94000-56701-48111	RESERVE FOR CAPITAL OUTLAY	21,385
49573-94000-56311-48105	BRIDGES	262,489
49573-94000-56520-48105	CONSTRUCTION PROFESSIONAL SRVC	27,084
49574-94000-56520-99999	CONSTRUCTION PROFESSIONAL SRVC	2,705
49574-94000-56522-48104	ARCHITECT AND ENGINEER SERV	20,000
49574-94000-56522-48114	ARCHITECT AND ENGINEER SERV	9,503
49574-94000-56522-48120	ARCHITECT AND ENGINEER SERV	119,838
49575-94000-56501-48114	CONSTRUCTION OF FIXED ASSETS	111,209
49575-94000-56504-48103	OTHER CAPITALIZED COSTS	138,665
49575-94000-56520-48114	CONSTRUCTION PROFESSIONAL SRVC	15,705
49575-94000-56520-99999	CONSTRUCTION PROFESSIONAL SRVC	9,503
49575-94000-56522-48104	ARCHITECT AND ENGINEER SERV	18,421
49575-94000-56522-48114	ARCHITECT AND ENGINEER SERV	14,001
49578-94000-56501-48103	CONSTRUCTION OF FIXED ASSETS	76,090
49578-94000-56522-48104	ARCHITECT AND ENGINEER SERV	811
49579-94000-56202-48111	BUILDING CONSTRUCTION	216
49579-94000-56311-99999	BRIDGES	8,294
49579-94000-56315-99999	PUBLIC ART	67,500

49579-94000-56504-99999	OTHER CAPITALIZED COSTS	2,588		
49579-94000-56520-99999	CONSTRUCTION PROFESSIONAL SRVC	475,111		
49579-94000-56522-99999	ARCHITECT AND ENGINEER SERV	218,523		
			3,827,946	
	TOTAL UTGO 2015 PARKS			3,827,946
3404	2004 UTGO STREET BONDS			
49461-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	980,043		
49740-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	44,534		
49743-95300-56501-99999	CONSTRUCTION OF FIXED ASSETS	34,585		
			1,059,162	
	TOTAL 2004 UTGO STREET BONDS			1,059,162
3408	CAPITAL IMPRNMNTS - 2008 PARKS			
54100-94000-56701-99999	RESERVE FOR CAPITAL OUTLAY	400		
			400	
	TOTAL CAPITAL IMPRNMNTS - 2008 PARKS			400
3499	CAPITAL IMPROVEMENTS 1999			
49593-94000-56301-99999	OTHER IMPROVEMENTS	12,000		
			12,000	
	TOTAL CAPITAL IMPROVEMENTS 1999			12,000
3501	WEST QUADRANT TIF			
95086-94000-56701-99999	RESERVE FOR CAPITAL OUTLAY	175,000		
			175,000	
	TOTAL WEST QUADRANT TIF			175,000
3502	UNIVERSITY DISTRICT LRF			
79130-58620-54201-99999	CONTRACTUAL SERVICES	110,000		
			110,000	
	TOTAL UNIVERSITY DISTRICT LRF			110,000
4100	WATER DIVISION			
30210-34141-53104-99999	SOFTWARE (NONCAPITALIZED)	333		
30210-34141-53502-99999	MINOR EQUIPMENT	49		

30210-34141-53505-99999	OFFICE FURNITURE (NON CAPITAL)	14,957
30210-34141-54105-99999	LEGAL SERVICES	22,737
30210-34141-54141-99999	OTHER PROFESSIONAL SERVICES	1,500
30210-34141-54201-99999	CONTRACTUAL SERVICES	18,465
30210-34141-54902-99999	REGISTRATION/SCHOOLING	2,400
30210-34141-54906-99999	LAUNDRY/JANITORIAL SERVICES	166
30210-34141-54908-99999	PERMITS/OTHER FEES	177
30210-34141-54920-99999	ALARM/SECURITY SERVICES	264
42420-34148-54809-99999	PAVING REPAIRS/MAINTENANCE	17,062
42430-34145-53502-99999	MINOR EQUIPMENT	1,871
42430-94000-56404-99999	VEHICLES	59,673
42432-34148-53502-99999	MINOR EQUIPMENT	1,795
42440-34148-53210-99999	REPAIR & MAINTENANCE SUPPLIES	1,184
42440-34148-54801-99999	REPAIRS/MAINTENANCE	961
42440-94000-56595-99999	INVENTORY PURCHASES FOR WATER	1,371
42460-34141-54201-99999	CONTRACTUAL SERVICES	97,456
42460-34145-53201-99999	OPERATING SUPPLIES	60
42460-34145-54201-99999	CONTRACTUAL SERVICES	1,399
42460-34148-53201-99999	OPERATING SUPPLIES	13,508
42460-34148-53203-99999	CHEMICAL/LAB SUPPLIES	6,682
42460-34148-54201-99999	CONTRACTUAL SERVICES	2,803
42460-34148-54801-99999	REPAIRS/MAINTENANCE	21,931
42460-94000-56404-99999	VEHICLES	24,588
42460-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	148,774
42470-34148-53210-99999	REPAIR & MAINTENANCE SUPPLIES	315
42470-94000-56401-99999	MACHINERY/EQUIPMENT	76,000
42490-34145-53502-99999	MINOR EQUIPMENT	25,278
42490-34145-54201-99999	CONTRACTUAL SERVICES	77,652
42490-94000-56401-99999	MACHINERY/EQUIPMENT	128,399
42490-94000-56404-99999	VEHICLES	227,227
42490-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	3,051
		1,000,088

TOTAL WATER DIVISION

1,000,088

4250	INTEGRATED CAPITAL MANAGEMENT	
30210-38141-54101-99999	PROFESSIONAL SERVICES	7,234
41620-94000-56403-99999	CAPITALIZED SOFTWARE	79,078
42300-94000-56501-04100	CONSTRUCTION OF FIXED ASSETS	422,543
42300-94000-56501-10012	CONSTRUCTION OF FIXED ASSETS	1,991
42300-94000-56501-14336	CONSTRUCTION OF FIXED ASSETS	105,947
42300-94000-56501-14369	CONSTRUCTION OF FIXED ASSETS	42,999
42300-94000-56501-15727	CONSTRUCTION OF FIXED ASSETS	75,002
42300-94000-56501-15730	CONSTRUCTION OF FIXED ASSETS	2,000
42300-94000-56501-15731	CONSTRUCTION OF FIXED ASSETS	10,888
42300-94000-56501-15733	CONSTRUCTION OF FIXED ASSETS	15,368
42300-94000-56501-15734	CONSTRUCTION OF FIXED ASSETS	812,655
42300-94000-56501-15735	CONSTRUCTION OF FIXED ASSETS	2,400
42300-94000-56501-15736	CONSTRUCTION OF FIXED ASSETS	2,400
42300-94000-56501-15738	CONSTRUCTION OF FIXED ASSETS	2,400
42300-94000-56501-15739	CONSTRUCTION OF FIXED ASSETS	278,403
42300-94000-56501-15740	CONSTRUCTION OF FIXED ASSETS	50,848
42300-94000-56501-15746	CONSTRUCTION OF FIXED ASSETS	38,700
42300-94000-56501-15749	CONSTRUCTION OF FIXED ASSETS	60,989
42300-94000-56501-15750	CONSTRUCTION OF FIXED ASSETS	30,592
42300-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	126,000
43101-94000-56501-14385	CONSTRUCTION OF FIXED ASSETS	10,034
43354-94000-56501-14371	CONSTRUCTION OF FIXED ASSETS	19,393
43354-94000-56501-14374	CONSTRUCTION OF FIXED ASSETS	12,491
43354-94000-56501-15739	CONSTRUCTION OF FIXED ASSETS	36,585
43387-94000-56401-99999	MACHINERY/EQUIPMENT	117,819
43387-94000-56501-09146	CONSTRUCTION OF FIXED ASSETS	704,701
43387-94000-56501-14349	CONSTRUCTION OF FIXED ASSETS	10,200
43387-94000-56501-14351	CONSTRUCTION OF FIXED ASSETS	3,084
43387-94000-56501-14358	CONSTRUCTION OF FIXED ASSETS	2,400
43387-94000-56501-14359	CONSTRUCTION OF FIXED ASSETS	1,903,302
43387-94000-56501-14360	CONSTRUCTION OF FIXED ASSETS	41,631

43387-94000-56501-14386	CONSTRUCTION OF FIXED ASSETS	6,020	
43387-94000-56501-15726	CONSTRUCTION OF FIXED ASSETS	20,624	
43387-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	54,257	
43416-94000-56501-00000	CONSTRUCTION OF FIXED ASSETS	270,000	
43416-94000-56501-10014	CONSTRUCTION OF FIXED ASSETS	3,725,446	
43416-94000-56501-10015	CONSTRUCTION OF FIXED ASSETS	18,759	
43416-94000-56501-10023	CONSTRUCTION OF FIXED ASSETS	1,522,316	
43416-94000-56501-10025	CONSTRUCTION OF FIXED ASSETS	38,335	
43416-94000-56501-10026	CONSTRUCTION OF FIXED ASSETS	180,656	
43416-94000-56501-10041	CONSTRUCTION OF FIXED ASSETS	380,310	
43416-94000-56501-14385	CONSTRUCTION OF FIXED ASSETS	39,307	
43416-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	124,374	
94306-94000-56501-14385	CONSTRUCTION OF FIXED ASSETS	23,364	
94349-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	193,207	
98817-94000-56501-10012	CONSTRUCTION OF FIXED ASSETS	11,318	
98817-94000-56501-10020	CONSTRUCTION OF FIXED ASSETS	1,914	
98817-94000-56501-10034	CONSTRUCTION OF FIXED ASSETS	4,544	
98817-94000-56501-10100	CONSTRUCTION OF FIXED ASSETS	3,671,269	
98817-94000-56501-14327	CONSTRUCTION OF FIXED ASSETS	921,400	
98817-94000-56501-14336	CONSTRUCTION OF FIXED ASSETS	67,764	
98817-94000-56501-14339	CONSTRUCTION OF FIXED ASSETS	5,887	
98817-94000-56501-14340	CONSTRUCTION OF FIXED ASSETS	137,244	
98817-94000-56501-86016	CONSTRUCTION OF FIXED ASSETS	3,941	
98817-94000-56601-10034	CAPITALIZED RENTS/LEASES	2,930	
98818-94000-56501-15729	CONSTRUCTION OF FIXED ASSETS	108,314	
			16,563,577
	TOTAL INTEGRATED CAPITAL MANAGEMENT		16,563,577
4300	SEWER FUND		
4310	SEWER MAINTENANCE DIVISION		
30210-35141-54802-99999	BUILDING REPAIRS/MAINTENANCE	1,789	
30210-35141-54841-99999	FLEET REPAIRS/MAINTENANCE	225	
30210-35141-54902-99999	REGISTRATION/SCHOOLING	2,400	

43100-94000-56404-99999	VEHICLES	655,865	
43109-35148-54909-99999	PRINTING/BINDING/REPRO	11,145	
43113-94000-56401-99999	MACHINERY/EQUIPMENT	62,180	
43113-94000-56404-99999	VEHICLES	542,846	
43115-94000-56404-99999	VEHICLES	269,067	
43117-35148-53204-99999	SAFETY SUPPLIES	31	
43354-35148-54950-99999	TESTING SERVICES	450	
			1,545,998
4320	RIVERSIDE PARK RECLAMATION FAC		
30210-35141-54101-99999	PROFESSIONAL SERVICES	5,969	
30210-35141-54201-99999	CONTRACTUAL SERVICES	7,715	
30210-35141-54902-99999	REGISTRATION/SCHOOLING	2,400	
30210-35141-54904-99999	OTH DUES/SUBSCRIPTNS/MEMBERSHP	3,877	
43106-35148-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	4,077	
43201-35148-54802-99999	BUILDING REPAIRS/MAINTENANCE	710	
43201-35148-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	7,900	
43210-35148-53203-99999	CHEMICAL/LAB SUPPLIES	183,872	
43210-35148-53502-99999	MINOR EQUIPMENT	1,540	
43220-35148-54703-99999	UTIL GARBAGE/WASTE REMOVAL	10,000	
43230-35145-54101-99999	PROFESSIONAL SERVICES	1,521	
43230-35148-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	72,288	
43230-35148-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	17,061	
43240-35145-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	20,929	
43240-94000-56404-99999	VEHICLES	63,432	
43260-35148-53203-99999	CHEMICAL/LAB SUPPLIES	3,797	
43260-35148-53502-99999	MINOR EQUIPMENT	4,119	
43260-35148-54101-99999	PROFESSIONAL SERVICES	118,367	
43260-35148-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	3,525	
43260-35148-54950-99999	TESTING SERVICES	183,326	
			716,425
4360	ENVIRONMENTAL PROGRAMS		
43510-54941-54201-99999	CONTRACTUAL SERVICES	2,000	

			2,000	
4370	SEWER CONSTRUCTION FUND			
43390-35141-54101-99999	PROFESSIONAL SERVICES	19,992		
43416-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	172,146		
			192,138	
	TOTAL SEWER FUND			2,456,561
4340	WATER/WW REVENUE BOND FUND			
42300-94000-56501-15725	CONSTRUCTION OF FIXED ASSETS	110,689		
42300-94000-56501-15729	CONSTRUCTION OF FIXED ASSETS	1,207,423		
42300-94000-56501-15730	CONSTRUCTION OF FIXED ASSETS	87,597		
42300-94000-56501-15733	CONSTRUCTION OF FIXED ASSETS	22,429		
42300-94000-56501-15753	CONSTRUCTION OF FIXED ASSETS	1,548,847		
42300-94000-56501-15758	CONSTRUCTION OF FIXED ASSETS	15,479		
42300-94000-56501-86004	CONSTRUCTION OF FIXED ASSETS	27,182		
42300-94000-56501-86018	CONSTRUCTION OF FIXED ASSETS	24,219		
43101-94000-56501-14349	CONSTRUCTION OF FIXED ASSETS	14,598		
43101-94000-56501-14377	CONSTRUCTION OF FIXED ASSETS	13,601		
43354-94000-56501-14350	CONSTRUCTION OF FIXED ASSETS	88,602		
43354-94000-56501-14381	CONSTRUCTION OF FIXED ASSETS	178,071		
43354-94000-56501-21005	CONSTRUCTION OF FIXED ASSETS	22,835		
43354-94000-56501-86004	CONSTRUCTION OF FIXED ASSETS	32,766		
43354-94000-56501-86018	CONSTRUCTION OF FIXED ASSETS	41,458		
43387-94000-56501-14321	CONSTRUCTION OF FIXED ASSETS	25,774,057		
43387-94000-56501-14322	CONSTRUCTION OF FIXED ASSETS	15,416,615		
43387-94000-56501-14323	CONSTRUCTION OF FIXED ASSETS	1,028,797		
43387-94000-56501-14346	CONSTRUCTION OF FIXED ASSETS	369		
43387-94000-56501-14347	CONSTRUCTION OF FIXED ASSETS	1,852,700		
43387-94000-56501-14363	CONSTRUCTION OF FIXED ASSETS	200,000		
43387-94000-56501-14365	CONSTRUCTION OF FIXED ASSETS	18,555		
43387-94000-56501-86018	CONSTRUCTION OF FIXED ASSETS	13,325		
43416-94000-56501-09149	CONSTRUCTION OF FIXED ASSETS	661,882		
43416-94000-56501-10006	CONSTRUCTION OF FIXED ASSETS	10,870		
43416-94000-56501-10023	CONSTRUCTION OF FIXED ASSETS	31,400		

43416-94000-56501-10024	CONSTRUCTION OF FIXED ASSETS	2,186,300	
43416-94000-56501-10025	CONSTRUCTION OF FIXED ASSETS	2,268,395	
43416-94000-56501-10026	CONSTRUCTION OF FIXED ASSETS	24,594,236	
43416-94000-56501-10033	CONSTRUCTION OF FIXED ASSETS	2,221	
94338-94000-56501-99999	CONSTRUCTION OF FIXED ASSETS	1,600,000	
94338-94000-56520-99999	CONSTRUCTION PROFESSIONAL SRVC	492,241	
98817-94000-56501-09148	CONSTRUCTION OF FIXED ASSETS	3,629,227	
98817-94000-56501-10012	CONSTRUCTION OF FIXED ASSETS	177,604	
98817-94000-56501-10020	CONSTRUCTION OF FIXED ASSETS	15,000	
98817-94000-56501-10033	CONSTRUCTION OF FIXED ASSETS	4,166,388	
98817-94000-56501-10034	CONSTRUCTION OF FIXED ASSETS	9,892,897	
			97,468,875
	TOTAL WATER/WW REVENUE BOND FUND		97,468,875
4500	SOLID WASTE COLLECTION		
30210-37141-54201-19014	CONTRACTUAL SERVICES	349	
30210-37141-54201-19016	CONTRACTUAL SERVICES	669	
30210-37141-54201-99999	CONTRACTUAL SERVICES	652	
30210-37141-54212-19014	LANDSCAPE/GROUNDS MAINT	1,601	
30210-37141-54212-19016	LANDSCAPE/GROUNDS MAINT	1,601	
44200-37148-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	1,322	
45100-37148-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	1,954	
45100-37148-54902-99999	REGISTRATION/SCHOOLING	2,400	
45100-94000-56404-99999	VEHICLES	142,308	
45700-37148-54206-99999	SNOW REMOVAL SERVICES	2,002	
45700-37148-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	746	
			155,604
	TOTAL SOLID WASTE COLLECTION		155,604
4490	SOLID WASTE DISPOSAL		
30210-37141-55119-99999	SPOKANE COUNTY MISC SERVICES	34,285	
44100-37148-53203-99999	CHEMICAL/LAB SUPPLIES	17,835	
44100-37148-54201-99999	CONTRACTUAL SERVICES	223,554	
44100-37148-54212-99999	LANDSCAPE/GROUNDS MAINT	9,542	

44100-37148-54704-99999	HAZARDOUS WASTE DISPOSAL	8,171	
44100-37148-54706-99999	UTILITY NATURAL GAS	3,427	
44100-37148-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	120,963	
44100-37148-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	12,662	
44100-94000-56401-99999	MACHINERY/EQUIPMENT	248,083	
44100-94000-56410-99999	DATA PROCESS EQUIP	81,092	
44500-37148-54704-99999	HAZARDOUS WASTE DISPOSAL	2,340	
44800-53748-54201-99999	CONTRACTUAL SERVICES	37,287	
44850-53748-54201-99999	CONTRACTUAL SERVICES	72,284	
44850-53780-55124-99999	WA STATE DOE	8,976	
45600-53748-54201-99999	CONTRACTUAL SERVICES	39,592	
			920,093
	TOTAL SOLID WASTE DISPOSAL		920,093
4600	GOLF FUND		
30210-76611-54451-99999	ADVERTISING	7,771	
30210-94000-56701-99999	RESERVE FOR CAPITAL OUTLAY	52,269	
55100-94000-56701-99999	RESERVE FOR CAPITAL OUTLAY	43,117	
55200-76650-54801-99999	REPAIRS/MAINTENANCE	402	
55200-76680-54920-99999	ALARM/SECURITY SERVICES	135	
55300-76680-53201-99999	OPERATING SUPPLIES	1,242	
55300-76680-54920-99999	ALARM/SECURITY SERVICES	509	
55300-94000-56202-99999	BUILDING CONSTRUCTION	3,208	
55400-76650-54212-99999	LANDSCAPE/GROUNDS MAINT	4,819	
55400-94000-56314-99999	LANDSCAPING AND IRRIGATION	1,452	
55500-76650-54801-99999	REPAIRS/MAINTENANCE	556	
55500-76680-54920-99999	ALARM/SECURITY SERVICES	40	
			115,520
	TOTAL GOLF FUND		115,520
4700	DEVELOPMENT SERVICES CENTER		
30210-24100-53523-99999	TVS/AUDIO VISUAL EQUIPMENT	4,829	
30210-24100-54201-99999	CONTRACTUAL SERVICES	80,453	
30210-94000-56412-99999	TV'S/AUDIO VISUAL EQUIPMENT	4,959	

		90,241	
	TOTAL DEVELOPMENT SERVICES CENTER		90,241
5100	FLEET SERVICES FUND		
30210-48341-53521-99999	COMPUTERS	229	
30210-48341-54201-99999	CONTRACTUAL SERVICES	1,176	
30210-48341-54802-99999	BUILDING REPAIRS/MAINTENANCE	9,671	
30210-48341-54841-99999	FLEET REPAIRS/MAINTENANCE	3,566	
71700-48341-54501-99999	OPERATING RENTALS/LEASES	1,945	
71700-48348-54206-99999	SNOW REMOVAL SERVICES	178	
71700-48348-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	19,079	
71700-48348-54850-55660	OTHER REPAIRS/MAINT SUPPLIES	33,569	
71700-48348-54850-55680	OTHER REPAIRS/MAINT SUPPLIES	3,591	
71700-48348-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	1,585	
71700-94000-56403-99999	CAPITALIZED SOFTWARE	16,500	
		91,089	
	TOTAL FLEET SERVICES FUND		91,089
5110	FLEET SERVICES EQUIPMENT REPLACEMENT FUND		
71700-94000-56413-99999	RENTAL EQUIPMENT	1,129,019	
		1,129,019	
	TOTAL FLEET SERVICES EQUIPMENT REPLACEMENT FUND		1,129,019
5200	PUBLIC WORKS AND UTILITIES		
72700-38141-54105-99999	LEGAL SERVICES	9,918	
72700-38141-54820-99999	SOFTWARE MAINTENANCE	7,494	
		17,412	
	TOTAL PUBLIC WORKS AND UTILITIES		17,412
5300	IT FUND		
30210-18880-53104-99999	SOFTWARE (NONCAPITALIZED)	34,965	
30210-18880-54201-99999	CONTRACTUAL SERVICES	74,476	
41630-18850-54820-99999	SOFTWARE MAINTENANCE	3,187	
41630-18880-53104-99999	SOFTWARE (NONCAPITALIZED)	20,475	
73200-18880-53201-99999	OPERATING SUPPLIES	352	

73200-18880-54202-99999	ADVISORY TECHNICAL SERVICE	30,329		
73200-18880-54301-99999	TELEPHONE	19,721		
73300-18850-54820-99999	SOFTWARE MAINTENANCE	196,893		
73300-18880-54202-99999	ADVISORY TECHNICAL SERVICE	15,170		
73400-18850-54804-99999	HARDWARE MAINTENANCE	2,168		
73400-18880-53102-99999	PUBLICATIONS	428		
73400-18880-53505-99999	OFFICE FURNITURE (NON CAPITAL)	1,972		
73400-18880-54202-99999	ADVISORY TECHNICAL SERVICE	7,616		
73500-18850-54804-99999	HARDWARE MAINTENANCE	18,628		
73500-18880-54920-99999	ALARM/SECURITY SERVICES	8,599		
73700-18850-54804-99999	HARDWARE MAINTENANCE	12		
73900-18850-54820-99999	SOFTWARE MAINTENANCE	15,236		
			450,227	
	TOTAL IT FUND			450,227
5310	IT CAPITAL REPLACEMENT FUND			
73100-94000-56305-99999	FIBER OPTICS	15,395		
73100-94000-56403-99999	CAPITALIZED SOFTWARE	16,018		
73100-94000-56404-99999	VEHICLES	7,634		
73100-94000-56409-99999	COMPUTER/MICRO EQUIPMENT	42,846		
			81,893	
	TOTAL IT CAPITAL REPLACEMENT FUND			81,893
5800	RISK MANAGEMENT FUND			
78200-19000-54201-99999	CONTRACTUAL SERVICES	23,111		
			23,111	
	TOTAL RISK MANAGEMENT FUND			23,111
5810	WORKERS' COMPENSATION FUND			
78300-17610-54201-99999	CONTRACTUAL SERVICES	3,690		
78500-17610-54620-99999	INSURANCE ADMINISTRATION	13,403		
78500-17670-54202-99999	ADVISORY TECHNICAL SERVICE	16,064		
			33,157	
	TOTAL WORKERS' COMPENSATION FUND			33,157

5820	UNEMPLOYMENT COMPENSATION FUND		
78600-17710-54620-99999	INSURANCE ADMINISTRATION	1,500	
			1,500
	TOTAL UNEMPLOYMENT COMPENSATION FUND		1,500
5830	EMPLOYEES BENEFITS FUND		
78710-17310-54201-99999	CONTRACTUAL SERVICES	29,270	
78776-17970-54620-99999	INSURANCE ADMINISTRATION	3,908	
			33,178
	EMPLOYEES BENEFITS FUND		33,178
5900	ASSET MANAGEMENT FUND OPS		
30210-18200-54201-99999	CONTRACTUAL SERVICES	31,200	
30210-18300-54999-99999	OTHER MISC CHARGES	726	
30700-18300-54201-99999	CONTRACTUAL SERVICES	34,898	
30700-18300-54212-99999	LANDSCAPE/GROUNDS MAINT	4,996	
30700-18300-54802-99999	BUILDING REPAIRS/MAINTENANCE	58,776	
30700-18300-54803-99999	EQUIPMENT REPAIRS/MAINTENANCE	644	
71300-18300-54212-99999	LANDSCAPE/GROUNDS MAINT	5,556	
71300-18300-54850-99999	OTHER REPAIRS/MAINT SUPPLIES	8,294	
			145,090
	TOTAL ASSET MANAGEMENT FUND OPS		145,090
5901	ASSET MANAGEMENT FUND CAPITAL		
79115-21250-53502-99999	MINOR EQUIPMENT	34,069	
79115-21250-53521-99999	COMPUTERS	71,303	
79115-21250-53524-99999	CAMERAS AND PROJECTION EQUIPMT	6,630	
79115-21250-53526-99999	WEAPONS/FIREARMS/SIGNALGUNS	115,203	
79115-21250-53530-99999	PERIPHERAL EQUIPMENT	4,178	
79115-94000-56404-99999	VEHICLES	3,706,765	
79115-94000-56409-99999	COMPUTER/MICRO EQUIPMENT	72,808	
79125-22200-53502-99999	MINOR EQUIPMENT	733	
79125-22200-53503-99999	MINOR SAFETY EQUIPMENT		

		422	
79125-22200-53504-99999	FIRE EQUIPMENT	166,409	
79125-94000-56203-99999	BUILDING IMPROVEMENTS	41,715	
79125-94000-56401-99999	MACHINERY/EQUIPMENT	155,520	
79125-94000-56404-99999	VEHICLES	9,335,113	
79125-94000-56406-99999	COMMUNICATIONS EQUIPMENT	16,089	
79160-94000-56203-85007	BUILDING IMPROVEMENTS	30,061	
79160-94000-56203-99999	BUILDING IMPROVEMENTS	71,021	
79160-94000-56301-99999	OTHER IMPROVEMENTS	6,115	
79160-94000-56412-85007	TV'S/AUDIO VISUAL EQUIPMENT	3,783	
93532-22200-53102-99999	PUBLICATIONS	6,473	
			13,844,410
	TOTAL ASSET MANAGEMENT FUND CAPITAL		13,844,410
	TOTAL ALL FUNDS		160,521,030

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:**

02/12/2018

<u>Date Rec'd</u>	1/24/2018
<u>Clerk's File #</u>	ORD C35587
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	KIM BUSTOS X7155
<u>Contact E-Mail</u>	KBUSTOS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	0560 SBO FOR DUI COURT GRANT

Agenda Wording

Special budget ordinance related to the 2018 Washington Traffic Safety Commission (WTSC) grant of \$50,000 to Spokane Municipal Court for a candidate DUI Court.

Summary (Background)

A budget amendment is necessary to accept the 2018 grant funds pursuant to an interlocal agreement with the WTSC.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? NO	
Revenue	\$ 50,000	# 1360-91205-99999-33320
Expense	\$ 50,000	# 1360-91205-12500-54***
Select	\$	#
Select	\$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
HUGHES, MICHELLE	Public Safety 02/05/18
<u>Division Director</u>	<u>Other</u>
MARCHAND, CRYSTAL	Public Safety 01/08/18
<u>Finance</u>	<u>Distribution List</u>
BUSTOS, KIM	
<u>Legal</u>	
DALTON, PAT	
<u>For the Mayor</u>	
DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>	
<u>Purchasing</u>	
<u>GRANTS & CONTRACT MGMT</u>	
STOPHER, SALLY	
<u>CITY COUNCIL</u>	
MCDANIEL, ADAM	

ORDINANCE NO C35587

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Miscellaneous Grants 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 Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Miscellaneous Grants Fund, the following changes be made:

REVENUE:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1360	Misc Grants Fund	1360-91205-99999-33320	DOT	50,000
			Total	50,000

EXPENSE:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1360	Misc Grants Fund	1360-91205-12500-54201	Contractual Services	23,301
		1360-91205-12500-54902	Registration/Schooling	4,599
		1360-91205-12500-53502	Minor Equipment	1,900
		1360-91205-12500-54401	Airfare	6,000
		1360-91205-12500-54407	Lodging	6,000
		1360-91205-12500-54408	Per Diem	4,000
		1360-91205-12500-54402	Mileage	1,200
		1360-91205-12500-54409	Other Travel	500
		1360-91205-12500-54909	Outside Printing	500
		1360-91205-12500-54999	Other Misc Charges	2,000
			Total	50,000

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 accept the 2018 DUI Candidate Court Grant from DOT passed thru from the Washington Traffic Safety Commission, 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

Briefing Paper

Public Safety and Community Health

Division & Department:	Muni Court																
Subject:	Special Budget Ordinance related to the Washington Traffic Safety Commission-Candidate DUI Court Grant																
Date:	01/24/18																
Contact (email & phone):	Howard Delaney (X4450), hdelaney@spokanecity.org Kim Bustos (X7155), kbustos@spokanecity.org																
City Council Sponsor:																	
Executive Sponsor:	Tim Dunivant																
Committee(s) Impacted:	Public Safety and Community Health Committee																
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative																
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget Ordinance C-35565																
Strategic Initiative:	Safe & Healthy																
Deadline:	02/05/18																
Outcome: (deliverables, delivery duties, milestones to meet)	<table border="1"> <thead> <tr> <th>Milestone OR Deliverable Description</th> <th>Completed by Date</th> </tr> </thead> <tbody> <tr> <td>Create DUI Court brochure and posters</td> <td>01/15/2018</td> </tr> <tr> <td>Finalize DUI Court Participant Handbook and other forms</td> <td>01/15/2018</td> </tr> <tr> <td>Enroll participants in Spokane DUI Court</td> <td>01/22/2018</td> </tr> <tr> <td>2018 Washington Traffic Safety Conference</td> <td>05/01/2018</td> </tr> <tr> <td>Attend NADCP conference in Houston, TX</td> <td>07/31/2018</td> </tr> <tr> <td>Meet with Judicial Liaison to review prospective DUI Court participants</td> <td>09/30/2018</td> </tr> <tr> <td>Create or partner with a 501 (c) 3 to accept donations to be used as incentives for participants</td> <td>09/30/2018</td> </tr> </tbody> </table>	Milestone OR Deliverable Description	Completed by Date	Create DUI Court brochure and posters	01/15/2018	Finalize DUI Court Participant Handbook and other forms	01/15/2018	Enroll participants in Spokane DUI Court	01/22/2018	2018 Washington Traffic Safety Conference	05/01/2018	Attend NADCP conference in Houston, TX	07/31/2018	Meet with Judicial Liaison to review prospective DUI Court participants	09/30/2018	Create or partner with a 501 (c) 3 to accept donations to be used as incentives for participants	09/30/2018
Milestone OR Deliverable Description	Completed by Date																
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Meet with Judicial Liaison to review prospective DUI Court participants	09/30/2018																
Create or partner with a 501 (c) 3 to accept donations to be used as incentives for participants	09/30/2018																
<p>Background/History: <i>Provide brief history e.g. this is the 3rd and final 5 year extension of the contract which was put in place in 2007.</i></p> <p>DUI Court grant previously briefed (see excerpt below) on Jan 8, 2018. This briefing paper is related to the Special Budget Ordinance only.</p> <p>The Spokane Municipal Court, Prosecutor's Office, Public Defender's Office, Police Department and Probation Department have agreed to implement a DUI Court in January 2018. Our team, consisting of a Judge, Court Coordinator, Prosecutor, Public Defender, Probation Officer, Law Enforcement, Treatment Provider and Researcher attended the National Center for DWI Court Foundation Training in Duluth, Minnesota in September of 2017. The Washington Traffic Safety Commission (WTSC) paid all expenses for our team to attend the Foundational Training. The Spokane Municipal DUI Court will identify high risk DUI offenders through a validated, comprehensive computerized assessment tool and identify high needs by a thorough alcohol/drug assessment conducted by a chemical dependency professional.</p> <p>Our goal is to follow the Adult Drug Court Best Practice Standards and to provide intensive</p>																	

supervision to our participants and operate a comprehensive program to reduce the incidences of alcohol and drug related crashes, injuries and fatalities caused by impaired drivers. WTSC has offered to continue their support of the Spokane Municipal DUI Court by offering a candidate court grant in the amount of \$50,000.00 to ensure we follow best practices until the next grant cycle begins October, 2018.

Executive Summary:

The original grant agreement was briefed previously on Jan 8, 2018. This briefing paper is related to the Special Budget Ordinance only.

Budget Impact:

Approved in current year budget? ☐Yes ☒No ☐N/A

Annual/Reoccurring expenditure? ☐Yes ☒No ☐N/A

If new, specify funding source: MacArthur Grant

Other budget impacts: (revenue generating, match requirements, etc.) See related SBO

Operations Impact:

Consistent with current operations/policy? ☒Yes ☐No ☐N/A

Requires change in current operations/policy? ☒Yes ☐No ☐N/A

Specify changes required:

Known challenges/barriers:

ORDINANCE NO _____

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Miscellaneous Grants 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 Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Miscellaneous Grants Fund, the following changes be made:

REVENUE:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1360	Misc Grants Fund	1360-91205-99999-33320	DOT	50,000
			Total	50,000

EXPENSE:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1360	Misc Grants Fund	1360-91205-12500-54201	Contractual Services	23,301
		1360-91205-12500-54902	Registration/Schooling	4,599
		1360-91205-12500-53502	Minor Equipment	1,900
		1360-91205-12500-54401	Airfare	6,000
		1360-91205-12500-54407	Lodging	6,000
		1360-91205-12500-54408	Per Diem	4,000
		1360-91205-12500-54402	Mileage	1,200
		1360-91205-12500-54409	Other Travel	500
		1360-91205-12500-54909	Outside Printing	500
		1360-91205-12500-54999	Other Misc Charges	2,000
			Total	50,000

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 accept the 2018 DUI Candidate Court Grant from DOT passed thru from the Washington Traffic Safety Commission, 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



INTERAGENCY AGREEMENT

BETWEEN THE

WASHINGTON TRAFFIC SAFETY COMMISSION

AND

CITY OF SPOKANE, FOR THE BENEFIT OF THE SPOKANE MUNICIPAL COURT

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and the City of Spokane, for the of the Spokane Municipal Court, hereinafter referred to as "SUB-RECIPIENT."

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

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Catalog of Federal Domestic Assistance (CFDA) #20.608, for traffic safety grant project 2018-AG-2703-Spokane Municipal Court Candidate DUI Court.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties, and remain in effect until September 30, 2018 unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). Purpose:

Alcohol and drug-impaired drivers pose a significant risk to our community. Repeat DUI offenders crowd the Spokane Municipal Court's judicial docket. The general practice is to place repeat DUI offenders on a traditional criminal court docket with minimal supervision. This approach decreases public safety and does nothing to impact long-term reduction in recidivism of alcohol/drug abuse and criminal behavior. Creating a DUI Court, Spokane Municipal Court can shift from lengthy incarceration as the sole means of public safety to an intensive supervision program with emphasis on treatment, recovery, public safety and breaking the cycle of criminal behavior.

Goals:

The goal of the Spokane Municipal DUI Court program to provide intensive supervision to participants and operate a comprehensive program to reduce the incidences of alcohol and drug-related crashes, injuries, and fatalities caused by impaired drivers.

This will be accomplished by centralized screening, assessment and DUI Court intensive supervision of repeat DUI offenders in accordance with Washington State's Target Zero Plan (5.1.B). The court will support the primary goal of WTSC, "to provide programs, services and strategies that are intended to reduce the number of deaths, serious injuries and economic losses that result from traffic crashes on Washington roads."

The project goal will require the creation of the DUI court to address the problem that repeat DUI offenders represent to the community. The primary goal is to increase public safety by offering an alternative to the traditional court. This will be accomplished by utilizing a non-adversarial team approach, enhanced supervision, the use of best practices, and customized treatment plans that support offender rehabilitation, self-efficacy and individual accountability. The ultimate goal would result in repeat DUI offenders who are chemically dependent embrace the DUI Court program and commit to a drug and alcohol free life. The offender should understand that the Spokane Municipal DUI Court is not meant to be punitive in nature. The DUI Court team will encourage and assist the offender to start a new chapter in their life free of alcohol and drugs. The team will provide the Spokane Municipal DUI Court participants the following:

- Individualized treatment plans such as chemical dependency treatment, Mental Health treatment and Cognitive Behavioral Therapy classes
- 24/7 alcohol monitoring and random urinalysis testing for alcohol and drugs Frequent court hearings and probation contact
- Home visits and curfews Compliance-based phase structure
- Graduated system of incentives and sanctions
- Offer service providers to assist with medical, dental, childcare, transportation, housing, employment and educational needs Establish a recovery network and engage in pro-social activities
- Community service

Measurement of Results:

1. Finalize the Spokane Municipal DUI Court participant handbook.
2. Create or partner with a 501 (c) 3 to accept donations to be used as incentives for participants.
3. Number of participants enrolled on September 30th, 2018.
4. Number of team members who attend the 2018 Washington Traffic Safety Conference in Kennewick, WA.
5. Number of team members who attend the 2018 NADCP conference in Houston, TX.

3.1. MILESTONES AND DELIVERABLES

Milestone OR Deliverable Description	Completed by Date
Create DUI Court brochure and posters	01/15/2018
Finalize DUI Court Participant Handbook and other forms	01/15/2018
Enroll participants in Spokane DUI Court	01/22/2018
2018 Washington Traffic Safety Conference	05/01/2018
Attend NADCP conference in Houston, TX	07/31/2018
Meet with Judicial Liaison to review prospective DUI Court opportunities	09/30/2018
Create or partner with a 501 (c) 3 to accept donations to be used as incentives for participants	09/30/2018

3.2. COMPENSATION

3.2.1. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed \$50,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.2.2. If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and a federally-approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement.

3.3. SUMMARY OF PROJECT COSTS

SUMMARY OF COSTS	AMOUNT
Employee salaries and benefits:	\$0.00
Travel (includes in-state and out-of-state travel):	\$17,700.00
Contract Services (usually involves a 3rd party service provider):	\$23,301.00
Equipment*:	\$900.00
Goods or other expenses (examples: office/printing supplies, postage, software, conference registration fees):	\$8,099.00
Indirect Costs	\$0.00
TOTAL:	\$50,000.00

The goal of the team is to implement the DUI Court beginning no later than January 2018. As such we are seeking funding for the following items that would be needed once the first participant enters the program:

Contract Services:

\$23,301.00 - urinalysis testing to monitor sobriety compliance with timely and trusted results.

Equipment:

\$900.00 – Intoximeter Alco Sensor FST, mouth pieces and calibration equipment. Dry gas standard 108 Liter and dry gas regulator 6LPM. Intoximeter PBT to be used during Probation appointments, in court and during field visits.

Goods or other expenses:

\$1,500.00 – monthly and daily bus passes to assist our financially challenged participants in getting to court and treatment as needed.

\$500.00 – to professionally print copies of our Spokane Municipal Court DUI Court Participant Handbook and DUI Court brochures.

\$1,500.00 – All in one color printer, scanner, copier and fax. Day planners and three-ring binders for participants. High quality certificate paper and graduation frames.

\$4,599.00 - Conference registration for the primary seven-member team of the Spokane Municipal DUI Court (Judge, Probation Officer, Prosecuting Attorney, Public Defender (2), Court Coordinator and Treatment Representative will attend the 2018 Washington Traffic Safety Conference April 24-26 in Kennewick, WA.

Travel:

\$17,700.00 - Primary seven-member team of Spokane Municipal DUI Court (Judge, Probation Officer, Prosecuting Attorney, Public Defender, Law Enforcement, Court Coordinator and Treatment Representative) will attend the 2018 NADCP Conference May 30 – June 2 2018, located in Houston, Texas.

Equipment Description	Quantity Unit	Cost Amount
Intoximeter Alco Sensor FST1	1/\$900.00	\$900.00
TOTAL: \$50,000.00		

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit quarterly reports and a final report on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. 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.

8. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 32 through 40.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted using a standard Form A-19 provided by WTSC or its pre-approved equivalent. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2018, must be received by WTSC no later than August 10, 2018. All invoices for goods received or services performed

between July 1, 2018, and September 30, 2018, must be received by WTSC no later than November 15, 2018.

11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or

omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB- RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to

the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB- RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15- day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB- RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub- contractors.

31. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

32. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

33. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

33.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

33.2. The certification in this section is a material representation of fact upon which reliance was placed when

this transaction was entered into. If it is later determined that the 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. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.3. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

33.4. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

33.5. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "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, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

33.6. 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 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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.

33.7. 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 dealings.

33.8. Except for transactions authorized under paragraph 33.5. 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 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

33.9. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.10. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

34. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

34.1. The SUB-RECIPIENT shall:

34.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

34.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB- RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 34.1.1. of this section.

34.1.3. Notify the employee in the statement required by paragraph 34.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

34.1.4. Take one of the following actions within 30 days of receiving notice under paragraph 34.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

34.1.5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

35. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

36. FEDERAL LOBBYING

36.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

36.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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.

36.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

36.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub- recipients shall certify and disclose accordingly.

36.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

37. NONDISCRIMINATION

37.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

37.1.1. To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

37.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

37.1.3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

37.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

37.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub- contract or sub-agreement that receives federal funds under this program.

38. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

39. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

40. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

41. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Hans Horstketter hhorstketter@spokanecity.org 509-622-5804	Edica Esqueda eesqueda@wtsc.wa.gov ov 360-725-9886 ext.

42. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

City of Spokane, for the benefit of the Spokane Municipal Court

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

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

02/12/2018

Date Rec'd

1/19/2018

Clerk's File #

ORD C35588

Renews #Submitting Dept

PUBLIC DEFENDER

Cross Ref #Contact Name/Phone

KATHY KNOX 835-5972

Project #Contact E-Mail

KKNOX@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0700 - SBO FOR MACARTHUR GRANT

Agenda Wording

A special budget ordinance to add revenue and corresponding expenditure accounts to the Public Defender budget for the additional MacArthur Grant funds. The SBO will fund a social worker as a project employee.

Summary (Background)

The John D and Catherine T MacArthur Foundation has provided additional grant monies to fund a social worker project employee in the Public Defender's Office.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Revenue \$ 22,553

1360-91204-99999-36711-99999

Expense \$ 13,781

1360-91204-15930-08500-99999

Expense \$ 1,054

1360-91204-15930-52110-99999

Expense \$ 7,718

1360-91204-15930-52310-99999

ApprovalsCouncil NotificationsDept Head

KNOX, KATHY

Study Session

PSC 02/05/18

Division DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

kbustos@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

rkokot@spokanecity.org

Additional Approvals

kknox@spokanecity.org

Purchasing

llok@spokanecity.org

CITY COUNCIL

MCDANIEL, ADAM

GRANTS &
CONTRACT MGMT

STOPHER, SALLY

ORDINANCE NO C35588

An ordinance amending Ordinance No. C-35565, passed the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Miscellaneous Grant 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 Miscellaneous Grant Fund, and the budget annexed thereto with reference to the Miscellaneous Grant Fund, the following changes be made:

REVENUE:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1360	Misc Grants Fund	1360-91204-99999-36711	Gifts/Bequests	22,553
			Total	22,553

EXPENSE:

FUND:	FUND NAME:	BUDGET CODE:	DESCRIPTION:	AMOUNT:
1360	Misc Grants Fund	1360-91204-15930-08500	Project Employee	13,781
		1360-91204-15930-52110	FICA	1,054
		1360-91204-15930-52310	Medical	7,718
			Total	22,553

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 budget for the additional funds from the MacArthur 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:**

02/12/2018

<u>Date Rec'd</u>	1/31/2018
<u>Clerk's File #</u>	RES 2018-0013
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HUMAN RESOURCES
<u>Contact Name/Phone</u>	CHRIS CAVANAUGH 6383
<u>Contact E-Mail</u>	CCAVANAUGH@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	RESOLUTION APPOINTING DAWN KINDER DIRECTOR OF N&BSD

Agenda Wording

A Resolution approving the appointment of Dawn Kinder as Director of Neighborhood and Business Services Department for the City of Spokane.

Summary (Background)

A Resolution approving the appointment of Dawn Kinder as Director of Neighborhood and Business Services Department for the City of Spokane.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CAVANAUGH, CHRISTINE	<u>Study Session</u>	
<u>Division Director</u>	CAVANAUGH, CHRISTINE	<u>Other</u>	
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>CITY COUNCIL</u>	MCDANIEL, ADAM		

RESOLUTION 2018-0013

A Resolution approving the appointment of Dawn Kinder as Director of Neighborhood and Business Services Department for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 5.2.6 of the City Council Rules of Procedure states that approval of appointment of department heads shall be by Resolution; and

WHEREAS, after full consideration, Mayor David Condon has appointed Ms Kinder as Director of Neighborhood and Business Services for the City of Spokane --

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Dawn Kinder as Director of Neighborhood and Business Services for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _____, 2018.

City Clerk

Approved as to form:

Assistant City Attorney

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

02/05/2018

<u>Date Rec'd</u>	1/24/2018
<u>Clerk's File #</u>	ORD C35580
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	LORI KINNEAR 6256269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 HISTORIC PROTECTION ORDINANCE		

Agenda Wording

An ordinance enhancing protections for historic structures and districts; repealing chapter 17D.040; enacting a new chapter 17D.100; amending sections 17G.010.210, 08.02.031, 08.02.065, and 03.01A.320;

Summary (Background)

Please see executive summary of attached briefing paper.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> Plan Commission/Study
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	Megan Duvall
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Jacob Fraley
<u>Additional Approvals</u>		Lori Kinnear
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

enacting a new section 07.08.151 of the Spokane Municipal Code.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35580

An ordinance enhancing protections for historic structures and districts; repealing chapter 17D.040; enacting a new chapter 17D.100; amending sections 17G.010.210, 08.02.031, 08.02.065, and 03.01A.320; and enacting a new section 07.08.151 of the Spokane Municipal Code.

WHEREAS, Spokane is rich in history, including a large number of historic buildings and structures throughout the city, all of which help ensure our city is distinctive, attractive, and vibrant; and

WHEREAS, a strong set of historic preservation protections are therefore necessary to implement our comprehensive plan so that we can fulfill our goal to “[r]ecognize and preserve unique or outstanding landmark structures, buildings, and sites” (Comprehensive Plan Goal DP 1.1); and

WHEREAS, the comprehensive plan requires that the city “[u]tilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each sub-area or historic district” (Goal DP 2.7); and

WHEREAS, the city’s comprehensive plan states the city’s intentions to “[e]stablish historic preservation as a high priority within city programs” (Goal DP 3.1), “[i]dentify historic resources to guide decision making in planning” (Goal DP 3.3) and “[m]aintain and utilize the expertise of the Landmarks Commission in decision making by the City Council, City Plan Commission, City Parks Board, and other city agencies in matters of historic preservation” (Goal DP 3.5), all of which are accomplished by this historic preservation code update; and

WHEREAS, the city seeks to “[p]rovide incentives to property owners to encourage historic preservation” (Goal DP 3.9) and “[a]ssist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives” (Goal DP 3.11) as well as “[e]ncourage the deconstruction and reuse of historic materials and features when historic buildings are demolished.” (Goal DP 3.12); and

WHEREAS, because our neighborhoods are one of our finest assets, the city strives to “[a]ssist neighborhoods and other potential historic districts to identify, recognize, and highlight their social and economic origins and promote the preservation of their historic heritage, cultural resources, and built environment.” (Goal DP 3.13); and

WHEREAS, protecting historic landmarks and historic districts implements our recently-established strategic planning goals by increasing our social capital, building on the strengths of our neighborhoods and urban experience, strongly supporting our cultural heritage and fabric and, most importantly, extending our own distinctive urban

advantage and experience, by “[p]romoting significant growth that connects people to place and builds upon cultural, historic, and natural resource assets”; and

WHEREAS, the City of Spokane’s historic preservation ordinance is in need of amendment to clarify and update the protections for historic properties and districts, as shown by the experiences of the community and the historic landmarks commission in recent years, particularly with respect to the process for establishing historic districts; and

WHEREAS, the City Council intends to update the historic preservation ordinance to provide more tools to the landmarks commission and the historic preservation officer so that we can more effectively protect our historic properties, districts, and neighborhoods, while protecting property rights and enabling new development in ways and locations that implement our comprehensive and strategic plans.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That chapter 17D.040 of the Spokane Municipal Code is hereby repealed in its entirety.

Section 2. That there is enacted a new chapter 17D.100 of the Spokane Municipal Code to read as follows:

Chapter 17D.100 Historic Preservation

Section 17D.100.010 Purposes

- A. The City recognizes that the maintenance and preservation of historic landmarks and historic districts benefits all people in Spokane, and provides a general benefit to the public by preserving our City’s history and unique culture.
- B. By creating standards for the designation and protection of historic landmarks and historic districts, the City intends to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County as a public necessity. The intent of this ordinance is to keep qualifying historic buildings in use through their listing on the Spokane Register of Historic Places; incentivize rehabilitation; review changes to historic properties; and promote preservation in all neighborhoods, in balance with property rights protections under Washington law.

Section 17D.100.015 Applicability

- A. This chapter applies to actions of the Spokane City/County Historic Landmarks Commission, and to properties located in the City of Spokane and in unincorporated areas of Spokane County.
- B. For purposes of this chapter, “Council” refers to the Spokane City Council and “Board” refers to the Spokane County Board of Commissioners.

Section 17D.100.020 Historic Landmarks and Districts – Designation

- A. Generally a building, structure, object, site or district which is more than fifty (50) years old or determined to be exceptionally significant in an architectural, historical or a cultural manner may be designated an historic landmark or historic district if it has significant character, interest, or value as a part of the development, heritage or cultural characteristics of the city, county, state or nation. The property must also possess integrity of location, design, materials, workmanship and association and must fall into one or more of the following categories:
 - 1. Property is associated with events that have made a significant contribution to the broad patterns of the history of the city, county, state or nation; or
 - 2. Property is associated with the lives of persons significant in the history of the city, county, state or nation; or
 - 3. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction;
 - 4. Property has yielded, or is likely to yield, information important in prehistory or history; or
 - 5. A property that represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.
- B. An area within Spokane may be designated as an Spokane Register Historic District according to the process described in SMC 17D.100.030 – 17D.100.110.

Section 17D.100.030 Historic Landmarks and Historic Districts – Submittal Process

- A. An application for the designation of a property or district as an historic landmark or historic district as provided in this chapter shall be submitted to the historic

preservation officer (“HPO”) on a standard form made available by the HPO. The application may be submitted by the property owner(s) or a designated agent of the property owner(s).

- B. With respect to historic landmark applications, when the HPO is satisfied as to the completeness and accuracy of the information, the nomination is referred within thirty (30) days of the receipt of the application to the historic landmarks commission (“commission”) for a hearing. Fourteen (14) days prior to the commission hearing, the HPO transmits to commission members copies of the nominations of properties to be considered for designation.
- C. In the case of historic districts, the HPO will submit (i) proposed management and design standards for the district as a whole; and (ii) the nomination document which delineates all contributing resources and non-contributing resources within the district, to the owners of property within the boundaries of the proposed historic district for their consideration and review for a sixty (60) day period. If the requisite number of consents are received according to SMC 17D.100.100, the HPO schedules the application for a hearing before the commission.
- D. Notice.
 - 1. Once the nomination is scheduled for a hearing, the HPO notifies the owner(s) of the nominated property in writing by first-class mail and by publication in a newspaper of general circulation of the date of the hearing and of the benefits and conditions which may result from designation.
 - 2. Notice of the hearing on proposed historic landmarks shall be sent at least fourteen (14) days before the hearing. Notice of the hearing on proposed historic districts shall be sent at least thirty (30) days prior to the date of the hearing.

Section 17D.100.040 Procedure – Preliminary Designation

- A. Public hearings of the commission are publicly advertised. Staff causes notice, containing the time, place and date of the hearing and a description of the location of the property in nonlegal language, to be mailed to all property owners of record, and in the case of a proposed historic district, to the owners of property within the proposed historic district, by publication in a newspaper of general circulation, and to be advertised in the legal newspaper of the board or council, as appropriate, at least fourteen (14) days prior to the hearing.
- B. At a publicly advertised hearing, the commission takes testimony concerning the nomination and formulates a recommendation as to the designation. The commission may decide to:

1. recommend approval of designation of the property or district to the council or board as appropriate; or
2. recommend denial of designation of the property or district to the council or board as appropriate; or
3. defer the consideration of the nomination to a continued public hearing, if necessary.

Section 17D.100.050 Procedure – Findings of Fact

After the hearing, the commission enters findings of fact with reference to the relevant designation criteria. These findings of fact are forwarded, along with the recommendation, to the council or the board, as appropriate.

Section 17D.100.060 Procedure – Notification of Results

- A. The commission shall, within five (5) days of the preliminary designation, provide notice to the owner(s), and City and County agencies, of the following:
 1. The designation decision and the reasons therefor;
 2. the necessity, once the designation becomes final, of applying for a certificate of appropriateness for any action which would alter the property(ies);
 3. any responsibilities the owner(s) may have in regard to certificates of appropriateness; and
 4. any incentives which may be available for the maintenance, repair, or rehabilitation of the property.
- B. The commission is also required to review nominations to the National Register of Historic Places (“NRHP”) as part of its duties as a certified local government. Upon approval or denial of a national nomination, the HPO advises the state historic preservation officer of the action taken in accordance with the rules of the “certified local government” program.

Section 17D.100.070 Procedure – Council or Board Action

- A. Once a preliminary designation is made, the owner and the HPO shall negotiate a management standards agreement for the property. Upon agreement, the management agreement is forwarded to the council or board, as appropriate for consideration.
- B. The council or the board, as appropriate, must act on the recommendation of the commission within thirty (30) days of receiving a copy of the agreed management standards. A final designation decision may be deferred for consideration at another public hearing. Once a final decision is made, the city clerk, board clerk,

or their designee, notifies the commission, property owner(s) and affected City and County agencies.

Section 17D.100.080 Procedure – Appeal of Preliminary Designation

- A. The commission's recommendation may be appealed to the Hearing Examiner by filing with an appeal with the Hearing Examiner's office with a copy to the HPO.
- B. An appeal may only be filed (i) by an owner of record whose property is the subject of the preliminary designation decision or, (ii) in the case of historic district designations, on petition of at least 25% of the owners of property located within the proposed historic district.
- C. An appeal filed under this section may only be accepted if it is filed within ten (10) days of the execution of the findings of fact set forth in SMC 17D.100.050.
- D. An appeal filed under this section must state the grounds upon which the appeal is based, such as procedural irregularities or a clear error of law.
- E. Appeals filed pursuant to this section are reviewed by the Hearing Examiner on a closed record; that is, in rendering a decision, the Hearing Examiner may only take into consideration the written record of the commission's deliberations, factual findings, and preliminary designation. No additional evidence shall be considered by the Hearing Examiner on appeal.
- F. The Hearing Examiner may either affirm the preliminary designation or remand the matter to the commission for further proceedings.

Section 17D.100.090 Procedure – Appeal of Council or Board Action

Action of the council or the board may be appealed to the superior court.

Section 17D.100.100 Property Management and Design Standards – Agreement or District Consent

- A. In the case of individual properties, in order for the preliminary designation to become final and the property to be designated as an historic landmark, the owner(s) must enter into appropriate management standards as recommended by the commission for the property under consideration. If the owner does not enter into a management agreement, the preliminary designation does not become final and the property is not listed on the Spokane historic register.
- B. The proposed management and design standards shall only be effective if a majority of the owners of properties located within the boundaries of the proposed historic district sign a petition, on a form prescribed by the HPO, seeking the

formation of the proposed historic district, under the management standards applicable to the district as a whole, within the sixty (60) day consideration period. Following the expiration of the sixty (60) day consideration period, the HPO shall report to the commission concerning the number of properties within the proposed district and the number of signatures contained on the petition. If the HPO determines that the petition contains the requisite number of signatures, the commission shall set the property management and design standards for the district. For purposes of this requirement, “owners of property” includes owners of units within a condominium association.

C. If the commission finds that both the requisite number of signatures are present on the petition and that the property management and design standards should be set for the district, the historic district shall be designated as such on the official City zoning map by the use of an historic district overlay zone. Non-contributing resources within the overlay zone are subject to administrative review for significant alterations and demolition, including the resulting replacement structures, consistent with the requirements of the management and design standards. No less than every five (5) years, the commission shall review and consider amendments to the management and design standards for each district established under this section.

Section 17D.100.110 Procedure – Final Designation of Landmarks and Districts

- A. After a management agreement is executed and approved by the City Council, or, in the case of districts, set by commission action, final designation is made, the property or district is placed upon the Spokane register of historic places, and, for individual properties, a notice of the management agreement shall be recorded so as to be reflected in a title search for the property. In the case of districts, a notice of historic district overlay zone designation shall be recorded so as to also be reflected in a title search for a given property therein, and the designation shall be confirmed by ordinance.
- B. If the commission and the owner(s) cannot agree on management standards, no management agreement is entered into between the parties, the preliminary designation does not become final, and the property is not placed on the Spokane register of historic places.

Section 17D.100.200 Certificates of Appropriateness – When Required

- A. A certificate of appropriateness is required prior to the issuance of any permit for the following activities:
 - 1. Demolition of a Spokane Register historic landmark or a contributing resource located within an historic district (National or Spokane Register);
 - 2. Relocation of an historic landmark or a contributing resource located within an historic district;

3. any work that affects the exterior appearance of an historic landmark;
 4. any work that significantly affects the street-facing façade of a building located within an historic district; and
 5. development or new construction located within the designated boundaries of an historic district.
 6. The HPO may administratively approve certificate of appropriateness applications for non-contributing resources within historic districts in consultation with the Design Review Committee of the Commission.
- B. The HPO may exempt ordinary repairs and maintenance from the permit requirements of this section if the work does not involve a change in design, material or exterior treatment or otherwise affect the exterior appearance.

Section 17D.100.210 Certificate of Appropriateness – Procedure

- A. Any application for an action which requires a certificate of appropriateness under this chapter or which may be within the scope of agreed management standards under this chapter must meet minimum submittal requirements established by the HPO. Prior to taking action on the application, the official responsible for processing the application shall request review of the action by the commission. For non-contributing resources within a local register historic district, an administrative approval may be considered.
- B. The requests for review and issuance of a certificate of appropriateness and any supplemental information shall be transmitted by the HPO to the commission, the property owner or applicant, and interested parties of record at least fourteen (14) days prior to the next scheduled meeting of the commission. The review of requests for certificate of appropriateness which may be approved by the HPO are deemed to be ministerial permits. The review of requests for certificates of appropriateness which are approved by the landmarks commission are subject to the timeline and procedures contained in this section.
- C. At its next scheduled meeting, the commission reviews the request and decides whether to issue a certificate of appropriateness. The commission transmits its findings to the applicant. If the commission is unable to process the request, the commission may extend the time for its determination.
- D. The commission reviews the request for certificates of appropriateness under the following procedure:
1. The HPO reviews each application, certifies it complete and, within seven (7) days of certification, causes notice of application to be provided. After the notice of application has been given, a public comment period is provided. The purpose of the public comment period is to provide the

opportunity for public review and comment on the application. Comments on the application will be accepted at or any time prior to the closing of the record of the open-record public hearing.

2. At the close of the public comment period, the HPO consults with the commission regarding a date and time for public hearing. At least fifteen (15) days prior to the public hearing, the officer causes notice of hearing to be provided.
3. Commission review.
 - a. The HPO makes a written report regarding the application to the commission, ensures that the application is sent to appropriate other City departments, coordinates their review of the application and assembles their comments and remarks for inclusion in the report to the commission as appropriate. The report of the HPO contains a description of the proposal, a summary of the pertinent Secretary of the Interior's Standards for Rehabilitation, findings and conclusions relating to those standards and a recommendation. If the recommendation is for approval with conditions, the report also identifies appropriate conditions of approval. At least ten (10) days prior to the scheduled public hearing, the report is filed with the commission as appropriate and copies are mailed to the applicant and the applicant's representative. Copies of the report are also made available to any interested person for the cost of reproduction. If a report is not made available as provided in this subsection, commission may reschedule or continue the hearing, or make a decision without regard to any report.
 - b. The commission makes a decision regarding the application within ten (10) days of the date the record regarding the application is closed. The time for decision may be extended if the applicant agrees. In making the decision, the commission may approve, approve with conditions, or deny the permit application. The decision is in writing.
4. Within seven (7) days of making the decision, the permit authority causes a notice of decision to be provided.
5. The applicant for a certificate of appropriateness must provide to the commission drawings of the proposed work, photographs of the existing building or structure and adjacent properties, information about the building materials to be used, and any other information requested by the HPO or commission.
6. In making a decision on an application, the commission uses the Secretary of the Interior's Standards for Rehabilitation, historic district design standards and other general guidelines established and adopted by the commission. In adopting and using standards, the commission does not limit new construction to any one architectural style but seeks to

preserve the character and integrity of the landmark or the historic district through contemporary compatible designs.

Section 17D.100.220 Certificates of Appropriateness – Demolition of Historic Landmarks or Contributing Resources Within Spokane Register Historic Districts.

- A. No permit for the demolition of an historic landmark or a contributing building located within a local historic district shall be processed or issued until the commission issues a certificate of appropriateness for the proposed action. A building permit for a replacement structure under this section may not be accepted, processed, or issued prior to the issuance of the demolition permit.
- B. Within forty-five (45) days of the HPO's receipt of an application for a certificate of appropriateness concerning the demolition of an historic landmark or a contributing resource located within a local historic district, the applicant and the HPO shall meet to determine if there are feasible alternatives to demolition. The attempt to find feasible alternatives may continue beyond forty-five (45) days if both parties agree to an extension.
- C. If no feasible alternative to demolition has been agreed to within the forty-five (45) day window and any extension(s), the commission may either issue or deny the certificate of appropriateness for demolition by taking into account the following:
 - 1. The historic importance of the property;
 - 2. The nature of the redevelopment which is planned for the property;
 - 3. The condition of the existing structure;
 - 4. The effect on the surrounding neighborhood of the planned replacement use;
 - 5. The overall effect of the proposed redevelopment on the neighborhood character and the elements of the neighborhood's urban design; and
 - 6. Any proposed mitigation measures under which the owner would salvage significant architectural features of the structure after properly documenting the building before demolition.
- D. If the commission denies the application for a certificate of appropriateness for a property for which a demolition permit is sought, no demolition permit may be issued. The applicant may appeal the denial, within thirty (30) days to the Hearing Examiner, who shall review the commission's decision. Such appeal is conducted by the Hearing Examiner on a closed record; that is, the Hearing Examiner may only consider the written record of the commission's deliberations,

findings, and recommendation, and no additional evidence shall be considered by the Hearing Examiner.

- E. The Hearing Examiner may affirm the denial or may remand to the HPO or commission, as appropriate, for further consideration.
- F. If the commission issues a certificate of appropriateness for the demolition of an historic landmark, or a building located within an historic district, such certificate shall include conditions such as:
 - 1. any temporary measures deemed necessary by the commission for the condition of the resulting property after the demolition, including, without limitation, fencing or other screening of the property;
 - 2. the provision of ongoing, specific site security measures;
 - 3. salvage of any historically significant artifacts or fixtures, determined in consultation with the HPO prior to demolition;
 - 4. if no replacement structure is constructed on the site within six (6) months of the issuance of the certificate, the owner must landscape the site for erosion protection and weed control and provide for solid waste clean-up;
 - 5. abatement of any hazardous substances on the property prior to demolition;
 - 6. requirement for dust control during the demolition process; and
 - 7. that the certificate of appropriateness for demolition of the building is valid for three (3) months.

Section 17D.100.230 Demolition Permits for Historic Structures in the Downtown Boundary Area and National Register Historic Districts

- A. No demolition permits for structures that are listed or eligible to be listed on the National or Local Register of Historic Places located in the area shown on Map 17D.100.230-M1, Downtown Boundary Area, and in all National Register Historic Districts shall be issued unless the structure to be demolished is to be replaced with a replacement structure that is approved by the commission under the following criteria:
 - 1. The replacement structure shall have a footprint square footage equal to or greater than the footprint square footage of the landmark structure to be demolished. The replacement structure must also have a floor area ratio

equal to or greater than 60% of that of the landmark structure to be demolished. The square footage of the footprint may be reduced:

- a. to accommodate an area intended for public benefit, such as public green space and/or public art;
 - b. if the owner submits plans in lieu for review and approval by the City's design review board subject to applicable zoning and design guidelines; and
 - c. if the replacement structure is, in the opinion of the HPO and the commission, and in consultation with the Design Review Board, compatible with the historic character of the Downtown Boundary Area or National Register Historic District, as appropriate.
 2. Any replacement structure under this section shall satisfy all applicable zoning and design guidelines, and shall be considered by the commission within thirty days of the commission's receipt of an application for a certificate of appropriateness concerning the building for which a demolition permit is sought.
 3. A building permit for a replacement structure under this section must be accepted, processed, and issued prior to the issuance of the demolition permit. In the alternative, the owner may obtain a demolition permit prior to the issuance of the building permit if the owner demonstrates to the satisfaction of the director of building services, in consultation with the HPO, that the owner has a valid and binding commitment or commitments for financing sufficient for the replacement use subject only to unsatisfied contingencies that are beyond the control of the owner other than another commitment for financing; or has other financial resources that are sufficient (together with any valid and binding commitments for financing) and available for such purpose.
- B. Eligibility shall be determined by the commission within thirty (30) days of the submission of the application for a demolition permit. The applicant shall be responsible to submit a determination of eligibility demonstrating the ineligibility of the structure based upon the National Register Criteria for Evaluation (36 CFR 60). Applications for structures that are determined not to be listed or eligible to be listed on a National or Local Register of Historic Places shall be processed pursuant to existing regulations.
- C. This section shall not apply to orders of the building official or fire marshal regarding orders that a structure be demolished due to public health, safety, or welfare concerns.
- D. If the commission issues a certificate of appropriateness for the demolition of an building on the national register or located within the downtown boundary zone, such certificate shall include conditions such as:

1. any temporary measures deemed necessary by the commission for the condition of the resulting property after the demolition, including, without limitation, fencing or other screening of the property;
2. the provision of ongoing, specific site security measures;
3. salvage of any historically significant artifacts or fixtures, determined in consultation with the HPO prior to demolition;
4. limitations on the extent of the demolition permitted, such that only non-historically significant portions of the property are subject to demolition;
5. if construction on a replacement structure is not commenced on the site within six (6) months of the issuance of the certificate, the owner must landscape the site for erosion protection and weed control and provide for solid waste clean-up;
6. abatement of any hazardous substances on the property prior to demolition;
7. requirement for dust control during the demolition process; and
8. that the certificate of appropriateness for demolition of the building is valid for three months.

Section 17D.100.240 Economic Hardship Determinations

- A. The City recognizes that there are circumstances under which enforcement of this chapter may cause an undue hardship to a property owner. The City therefore finds that it is necessary to provide property owners the opportunity to demonstrate that an economic hardship exists in specific cases, under which the demolition prohibitions of SMC 17D.100.230 shall not apply.
- B. The requirements of SMC 17D.100.230 shall not apply and the owner may obtain a demolition permit without the requirement of constructing a replacement structure if the owner can demonstrate to the satisfaction of the ad hoc committee established by this section that maintaining the historic structure would impose an economic hardship on the property owner that was created beyond the owner's control.
 1. The ad hoc committee on economic hardship shall be appointed by the commission, and will consist of at least seven members as follows:
 - a. one member of the real estate development community or association such as CCIM Institute, Institute of Real Estate Management, the Society of Office and Industrial Realtors, and Building Owners and Managers Association;

- b. one member from a banking or financial institution;
 - c. one licensed architect registered in Washington State;
 - d. one member from the property management industry;
 - e. one member representative of property developers;
 - f. one member of the landmarks commission; and
 - g. one member representing the neighborhood council where the historic structure is located.
2. The ad hoc committee's decision shall be made by majority vote and within thirty (30) days of the submission of the material demonstrating an economic hardship by the property owners.
 - a. The property owner has the burden of demonstrating the economic hardship.
 - b. Evidence of economic hardship is limited to instances when preservation will deprive the owner of reasonable economic use of the property.
 - c. An owner's financial status is not evidence of economic hardship.
 - d. The decision of the ad hoc committee may be appealed to the hearing examiner within thirty days of the committee's decision.
 3. The ad hoc committee will be a standing committee with one revolving member representing the specified neighborhood in which the property resides.
 - a. There is a preference for developer and architects who participate on the ad hoc committee to have both new building construction and historic renovation experience.
 - b. There is a preference for the neighborhood representative who participates on the ad hoc committee to have experience in development, appraising, construction, and/or related skills.
 - c. Members of the ad hoc committee shall serve for two-year terms and may be reappointed for additional two-year terms.
- C. For purposes of this section, a reasonable economic use would be one that provides a greater return on the underlying land value (land with improvements) than the land alone could generate. The following four steps will be taken to determine reasonable economic use:
1. The market value of the land, as vacant, is to be estimated.
 - a. The sales comparison approach to value is an approved method.
 - b. The land residual technique is an approved method, but only allowable when accompanied by and reconciled with the sales comparison approach method.

2. The first year market rate of return on leased land is to be estimated. Market data supporting this rate of return must be provided.
 3. Based on applying the rate of return to the land value estimate, an annual market return on the underlying land results. This is the base figure or threshold for the analysis.
 4. Provide an estimate of the annual market net operating income for the property as is, and under any reasonable modifications thereof. Note that any required capital investment in the property would increase the basis from which the return is estimated.
 - a. The sales comparison approach, income approach, cost approach, and development approach to value are all approved techniques.
 - b. Under valuation scenarios where an additional capital investment is required, the expected market return on the capital investment will be subtracted from the annual return, with the residual income being the return on the land.
- D. In order that a property may be marketed for sale or refinance with knowledge of the property's status, an owner may request an advance determination that a specific property qualifies under the economic hardship exemption established by this section. Upon receipt of a written request from a property owner, the owner shall be entitled to an economic hardship hearing at the owner's expense, to provide a showing that the factors stated in SMC 17D.100.230(B) are present. If the commission agrees, it shall issue a written determination to the owner that the property qualifies for economic hardship status pursuant to this section, and the owner is therefore entitled to represent the such written determination as binding upon the property owner and City to third parties including without limitation prospective purchasers and lenders.
- E. This section does not apply to orders of the building official or fire marshal that a structure be demolished due to public health, safety, or welfare concerns.

Section 17D.100.250 Negotiated Standards

The owner, the commission, or the HPO may request a negotiation process leading to more specifically defined or different management standards for a specific piece of property; provided, however, that nothing in this section requires the commission to agree to participate in a negotiation process leading to specifically defined or different standards for any particular property which would otherwise be subject to this chapter, and provided also that it is the intent of the City that negotiated standards are to be utilized only in extraordinary circumstances. While the negotiation process is occurring, the requirements for a certificate of appropriateness continue to be in effect.

Section 17D.100.260 Negotiated Standards – Approval Process

Once the negotiation process is completed and the owner and the commission are in agreement with the negotiated standards, a copy of that agreement is transmitted to the council or board for final approval. Once final approval is received, the commission distributes copies of the agreement to the appropriate boards, commissions and agencies for implementation. If the council or board does not approve the agreement, it may be sent back, with a statement of the council's or board's objection, for further negotiation. When renegotiation is completed, the agreement is returned to the council or the board for approval.

Section 17D.100.270 Negotiated Standards – Arbitration and Appeal

If no agreement can be reached between the commission and the owner, the matter may be presented to the council or the board, or designees to arbitrate the agreement. Appeal from any arbitration decision may be made to the superior court.

Section 17D.100.300 Waiver of Review

The commission, at the request of the owner, may waive review under SMC 17D.100.240 through 17D.100.290 of those actions which may require a certificate of appropriateness or which may be within the scope of agreed management standards when the action will be reviewed by the Washington State Department of Archaeology and Historic Preservation or the National Park Service and will be subject to the Secretary of the Interior's Standards for Treatment of Historic Properties. The commission may choose to deny said request should it be determined by the Washington State Department of Archaeology and Historic Preservation or the National Park Service that the proposed action does not meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Section 17D.100.310 Review and Monitoring of Properties for Special Property Tax Valuation

A. Timeline

1. Applications shall be forwarded to the commission by the assessor within ten (10) calendar days of filing.
2. Applications shall be reviewed by the commission before December 31 of the calendar year in which the application is made.
3. Commission decisions regarding the applications shall be certified in writing and filed with the assessor within ten (10) calendar days of issuance.

B. Procedure

1. The assessor forwards the application(s) to the commission.
2. The commission reviews the application(s), consistent with its rules of procedure, and determines if the application(s) are complete and if the properties meet the criteria set forth in WAC 254-20-070(1) and listed in SMC 17D.100.090.

- a. If the commission finds the properties meet all the criteria, then, on behalf of the City, it enters into a Historic Preservation Special Valuation Agreement (set forth in WAC 254-20-120) with the owner. Upon execution of the agreement between the owner and commission, the commission approves the application(s) for special property tax valuation.
 - b. If the commission determines the properties do not meet all the criteria, then it shall deny the application(s) for special property tax valuation.
3. The commission certifies its decisions in writing and states the facts upon which the approvals or denials are based and files copies of the certifications with the assessor.
4. For approved applications, the commission:
 - a. forwards copies of the agreements, applications, and supporting documentation (as required by WAC 254-20-090 (4) to the assessor.
 - b. Notifies the state review board that the properties have been approved for special valuation; and
 - c. Monitors the properties for continued compliance with the agreements throughout the 10-year special valuation period.
5. The commission determines, in a manner consistent with its rules of procedure and based on the report of the HPO, whether properties are disqualified from special valuation. Such disqualification can be based on:
 - a. The owner's failure to comply with the agreement's terms; or
 - b. The loss of the property's historic value due to physical changes to the building or site.
6. If the commission concludes that a property is no longer qualified for the special property tax valuation, the commission shall notify the owner, assessor, and state review board in writing that the property is disqualified and state the facts supporting its findings.

C. Criteria

1. The City attained Certified Local Government (CLG) status in 1986. As a CLG, the City determines the class of property eligible to apply for Special Valuation. Eligible property types in Spokane mean only properties listed on Spokane Register of Historic Places or properties certified as contributing to a Spokane Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in Chapter 84.26 RCW.
2. To be complete, applications must include the following documentation:
 - a. A legal description of the historic property,
 - b. Comprehensive exterior and interior photographs of the historic property before and after rehabilitation,
 - c. Architectural plans or other legible drawings depicting the completed rehabilitation work, and
 - d. A notarized affidavit attesting to the actual cost of the rehabilitation work completed prior to the date of application and the period of

- time during which the work was performed and documentation of both to be made available to the commission upon request, and
- e. For properties located within historic districts, in addition to the standard application documentation, a statement from the appropriate local official, as specified in local administrative rules or by the local government, indicating the property is a certified historic structure is required.
- 3. In its review, the commission shall determine if the properties meet all the following criteria:
 - a. The property is historic property;
 - b. The property is included within a class of historic property determined eligible for Special Valuation by the City;
 - c. The property has been rehabilitated at a cost which meets the definition set forth in RCW 84.26.020(2) within twenty-four months prior to the date of application; and
 - d. The property has not been altered in any way which adversely affects those elements which qualify it as historically significant as determined by applying the Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties (WAC 254-20-100(1) and listed in 17D.100.210 of this ordinance).
 - 4. The Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties in WAC 254-20-100 shall be used by the commission as minimum requirements for determining whether or not an historic property is eligible for special valuation and whether or not the property continues to be eligible for special valuation once it has been so classified.
- D. The historic preservation special valuation agreement in WAC 254-20-120 shall be used by the commission as the minimum agreement necessary to comply with the requirements of RCW 84.26.050(2).
 - E. Any decision of the commission acting on any application for classification as historic property, eligible for special valuation, may be appealed to the Superior Court under Chapter 34.05.510 -34.05.598 RCW in addition to any other remedy of law. Any decision on the disqualification of historic property eligible for special valuation, or any other dispute, may be appealed to the County Board of Equalization.

Section 17D.100.320 Incentives

- A. In order to help fulfill the purposes of this chapter, the HPO is authorized to approve incentive measures described in this section for historic landmarks and contributing buildings within historic districts, in addition to the other generally applicable provisions of the City's Economic Development Strategy identified by the City Council. In addition, the HPO is authorized to approve the use of funds from the Historic Preservation Incentives Fund to incentivize historic preservation in Spokane and fulfill the purposes of this chapter.

B. Façade improvement grants

The HPO is authorized to administer a grant program to provide matching funds for the improvement of the street-facing façades of historic landmarks and contributing resources located within historic districts.

C. Pilot sidewalk Improvement grants

1. There is created a Pilot Sidewalk Improvement Grant program to mitigate the cost of improvements or repairs to sidewalks adjacent to historic landmarks or contributing resources located within historic districts, and made in conjunction with the historic rehabilitation of an historic landmark or contributing resource. This grant shall be administered by the HPO and shall be available starting on January 1, 2019.
2. Project Criteria
 - a. The grant program created by this section applies only to projects in which the property owner has invested an amount equaling not less than twenty-five percent (25%) of the assessed value of the property, as measured by the valuation of the project after the completion of the rehabilitation project.
 - b. The property must be located within the boundaries of Council district 2.
3. Applicants shall apply for project funding to the HPO on a form supplied by the HPO. The application shall provide the following information:
 - a. Satisfaction of project criteria stated above;
 - b. Documentation of the property's status as an historic landmark;
 - c. A description of the changed proposed for the property to be made as a result of the project,
 - d. Information sufficient to show that the project has financial funding or commitments for funding; and
 - e. any other relevant information requested by the HPO.
4. Funding
 - a. On or before January 1, 2019, there shall be allocated five thousand dollars (\$5,000) to this Pilot Sidewalk Improvement Grant program.
 - b. No individual project funding may exceed one thousand dollars (\$1,000) dollars.
 - c. On or before January 1, 2020, the program will be evaluated to determine, based on reports of administration staff, the success of the program.
5. This section shall expire on January 1, 2021 unless renewed.

D. Pilot Urban Utility Installation Program

Pursuant to SMC 08.10.230, the Pilot Urban Utility Installation Program shall be made available for historic landmarks and contributing resources within historic districts.

Section 17D.100.400 Enforcement; Violations; Penalty

- A. This chapter shall be enforced by the HPO under the city's civil infraction system, pursuant to chapter 01.05 SMC. The HPO is the "code enforcement officer" as designated by SMC 01.05.020(B).
- B. A violation of SMC 17D.100.200-17D.100.230 is a class 1 civil infraction.
- C. Pursuant to SMC 01.02.950(A), the HPO may refer violations or imminent violations of this chapter to the city attorney for actions in Superior Court seeking declaratory or injunctive relief.

Section 3. That section 17G.010.210 of the Spokane Municipal Code is amended to read as follows:

Section 17G.010.210 Application for Permits for Special Activities

- A. **Blasting** Permit.
An applicant for a permit to conduct blasting operations on a particular job shall make written application to the engineering services department, on prescribed form, showing:
 - 1. if there is a structure at the blasting site, its occupancy, whether its power source is electricity or something else, and the combustibility of its contents;
 - 2. the name of the person to have immediate charge of the blasting operations;
 - 3. that the named blaster has currently in force a license, bond, and insurance;
 - 4. such other information as may be required.
- B. **Building Moving Permit.**
 - 1. An applicant for a permit required to move any building, structure, or part of a structure along, over, or across a public way in the City must pay the prescribed fee and submit a written application on prescribed forms to the department of building services which application:
 - a. gives the applicant's current state contractor registration number;
 - b. is accompanied by the required street obstruction permit;
 - c. states the address and legal description of the land onto which the structure is to be moved and, if such land is within the City, is accompanied by a building relocation permit, as provided in SMC 10.26.010.

- d. is accompanied by a certificate issued by an insurance company qualified to do business in Washington covering the moving activity with a general liability policy with minimum limits of five hundred thousand dollars combined single limit or an approved alternate indemnity arrangement;
 - e. describes the structure to be moved;
 - f. states the address from which the structure is to be moved;
 - g. details the proposed route; and
 - h. states the date and time of the proposed move and estimates the time required to complete the move.
- 2. A building moving permit is a class IIIB license as provided in chapter 4.04 SMC.
 - 3. No fee shall be charged for applications to move historic landmarks or buildings located within an historic district.

C. Sewer Permits.

- 1. A contractor or resident homeowner proposing to construct, reconstruct, extend, or repair a side sewer, private sewer, special side sewer, or private storm sewer, as defined in chapter 13.03 SMC, shall pay the prescribed fee and make application to the engineering services department for a permit, which application:
 - a. gives the applicant's state contractor registration number, or contains a certificate that the applicant proposes to do work in connection with the residence owned by the applicant;
 - b. indicates the legal and street address description of the premises to be served and the type of occupancy;
 - c. subject to waiver by the city engineer, includes duplicate detailed plans of the work showing the entire course of the sewer from its terminus at the building(s) to the connection with the public sewer and, as may be required, detailing the structures and means for measuring, sampling, or otherwise determining the nature, quality, and quantity of sewage;
 - d. gives such further information as maybe required.
- 2. If the work to be done under the sewer permit requires the excavation or obstruction of a public way, the applicant must obtain a street obstruction permit.
- 3. A separate tap permit, as provided in SMC 13.03.0606, is required for connection to the public sewer.

D. Street Obstruction Permit.

- 1. A person proposing to dig up, excavate, work in, occupy by person, equipment, structure, or material, or in any fashion obstruct, render less safe, or interfere with the free use of any public way must first make

application to the engineering services department for a permit, which may be individual location under SMC 12.02.0706 or a master annual permit under SMC 12.02.0707.

2. Exemptions.

The following activities do not require a street obstruction permit:

- a. A licensed, bonded, and insured tree trimming firm may trim trees in the public way, provided the work is not on an arterial or within the central business district. Additionally, for all other areas, this exemption does not apply, and a permit is still required if the work:
 - i. involves more than thirty minutes operations in the right-of-way (example: simply trimming branches and loading them in a truck), or
 - ii. if the work involves tree removal, stump grinding or chipping.
- b. A licensed, bonded, and insured sign company performing routine maintenance to existing signs, provided a traffic lane is not obstructed or the work is not within the central business district.
- c. A licensed, bonded, and insured surveyor performing surveying work in the public way, provided the work is not on an arterial or within the central business district.
- d. All persons, whether or not required to obtain a permit, shall notify the department of their activities.

3. The applicant shall:

- a. by plat or map show the exact location of the work, structure, material, or activity when required by city engineer;
- b. describe in detail the activity, the extent, and duration of the obstruction, and the precautions to be taken to protect the traveling public from the hazards occasioned, including, at least, lighting, barricading, and signing;
- c. pay the permit fee;
- d. if the activity is contracting work, demonstrate that the applicant has the appropriate license or registration certificate;
- e. post a bond as provided in SMC 7.02.070.

Section 4. That section 08.02.031 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.031 Building Code

A. Building Permit.

B. Building permit fees are based on the value of the work to be done as follows:

VALUE OF WORK (in dollars)	FEE (in dollars)
1 - 500	28.00
501 - 2,000	28.00 plus 3.00 for each 100 over 500
2,001 - 25,000	73.00 plus 13.00 for each 1,000 over 2,000
25,001 - 50,000	372.00 plus 10.00 for each 1,000 over 25,000
50,001 - 100,000	622.00 plus 7.00 for each 1,000 over 50,000
100,001 - 500,000	972.00 plus 5.00 for each 1,000 over 100,000
500,001 - 1,000,000	2,972.00 plus 4.00 for each 1,000 over 500,000
1,000,001 - 99,999,999	4,972.00 plus 3.00 for each 1,000 over 1,000,000

C. Valuation.

1. The value of construction for purposes of calculating the amount of the fee is determined by using the:
 - a. most current building valuation data from the International Code Conference (ICC) as published in the "Building Safety Journal"; or
 - b. contract valuation, whichever is greater.
2. "Gross area" when used in conjunction with the ICC building valuation data to determine valuation of a project is the total area of all floors, measured from the exterior face, outside dimension, or exterior column line of a building, including basements and balconies but excluding unexcavated areas.
3. The fee is based on the highest type of construction to which a proposed structure most nearly conforms, as determined by the building official.
4. For roofing permits, the value is determined to be:
 - a. one hundred fifty dollars per square for recovering roofs;

- b. two hundred dollars per square for roofing projects when existing layers of roofing are torn off and a new layer is installed;
- c. two hundred fifteen dollars per square for roofing projects when existing layers of roofing are torn off, new sheeting is installed, and a new layer of roof is installed;
- d. or the contract valuation if it is greater.

D. Building Plan Review.

1. Plan review fees are sixty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for:
 - a. all commercial building permits;
 - b. all industrial building permits;
 - c. all mixed use building permits; and
 - d. new multi-family residences with three or more units.
2. Plan review fees are one hundred percent of the building permit fee as calculated from the table for fast-track projects.
3. Plan review fees are twenty-five percent of the building permit fee as calculated from the table rounded up to the next whole dollar amount for new:
 - a. single-family residences; and
 - b. duplexes.
4. Plan review fees are twenty-five dollars for:
 - a. new buildings that are accessory structures for single-family residences and duplexes to include garages, pole buildings, greenhouses, sheds that require a permit, etc.; and
 - b. additions to existing single family residences and duplexes to include living space, garages, sunrooms, decks, etc.
5. Plan review fees for additional review required by changes, additions, or revisions to plans are seventy-five dollars per hour or fraction thereof.
6. The building official may elect to assess plan review for remodeling single family residences and duplexes when required. This amount will be not be higher than the twenty-five percent of the building fee as calculated in the table rounded to the nearest whole dollar charged on a new single-family residence or duplex.

E. Demolition.

Demolition permit fees are:

1. Single-family residence, duplex and accessory structures: Thirty-five dollars each.
2. Other structures: Thirty-five dollars for every thousand square feet, to a maximum fee of three hundred fifty dollars.

3. The processing fee is twenty-five dollars.
4. For historic landmarks and contributing buildings within an historic district or located within the Downtown Boundary Area: five hundred dollars.
5. All demolition permit fees received by the city are to be deposited in the historic preservation incentives fund established by SMC 07.08.151.

F. Fencing.

1. The permit fee is twenty dollars per one hundred linear feet, or fraction thereof.
2. The processing fee and review fee is twenty-five dollars.

G. Grading.

1. Grading permit fees are as follow:

VOLUME (in cubic yards)	FEE (in dollars)
100 or less	28.00
101 - 1,000	28.00 plus 12.00 for each 100 over 100
1,001 - 10,000	136.00 plus 10.00 for each 1,000 over 1,000
10,001 - 100,000	226.00 plus 45.00 for each 10,000 over 10,000
100,001 and more	631.00 plus 25.00 for each 10,000 over 100,000

2. Grading plan review fees are as follow:

VOLUME (in cubic yards)	FEE (in dollars)
50 or less	None
51 - 100	20.00

101 - 1,000	25.00
1,001 - 10,000	35.00
10,001 - 100,000	35.00 plus 17.00 for each 10,000 over 10,000
100,001 - 200,000	188.00 plus 10.00 for each 10,000 over 100,000
200,001 and more	288.00 plus 5.00 for each 10,000 over 200,000

3. Failure to obtain a grading permit is a class one infraction under SMC 1.05.150.
4. The processing fee is twenty-five dollars.

H. Sign Permits.

1. Sign permit fees are:
 - a. thirty dollars for each wall sign, projecting sign and incidental sign; or
 - b. seventy-five dollars for each pole sign, including billboards and off-premises signs.
2. The building services plan review fee is fifty dollars and is in addition to the sign permit fee for pole signs in excess of one hundred square feet or more than thirty feet high.
3. The planning services review fee is fifty dollars for all signs.
4. The processing fee is twenty-five dollars.

I. Factory-built Housing.

1. The installation fee for factory-built housing is fifty dollars per section.
2. A foundation or basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

J. Manufactured (Mobile) Home.

1. The installation fee for a manufactured (mobile) home is fifty dollars per section.
2. A basement requires a separate building permit.
3. Decks, carports and garages require a separate building permit.

4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

K. Temporary Structures.

Permit fees for temporary structures are:

1. One hundred dollars for the first one hundred eighty days; and
2. Five hundred dollars for the second one hundred eighty days.
3. No third session will be allowed.
4. The development services review fee is fifty dollars.
5. The processing fee is twenty-five dollars.

L. Relocation.

1. The fee for a building relocation inspection for bond determination is seventy-five dollars.
2. The development services review fee is fifty dollars.
3. The processing fee is twenty-five dollars.
4. Any repairs or alterations required for relocation are handled by various building permits and the fees for such building permits are in addition to the relocation permit fee.

M. Early Start and Fast Track Approval.

The fee for an early start or fast track building permit approval is twenty-five percent of the building permit fee rounded to the next whole dollar amount and is in addition to any other required fees.

N. Certificate of Occupancy.

1. There is no separate fee for the issuance of a certificate of occupancy following final inspection under a permit so long as the fee for the permit is at least fifty dollars; otherwise, the minimum fee for a building permit and certificate of occupancy is fifty dollars plus a twenty-five dollar processing fee.
2. The fees for the issuance of a certificate of occupancy not resulting from work done under permit are as provided in SMC 8.02.060.
3. The building official will assess a fee not to exceed one hundred percent of the building permit fee for the issuance or extension of any temporary certificate of occupancy. The minimum fee will be:
 - a. two hundred twenty-five dollars plus a twenty-five dollar processing fee when the building permit fee exceeds this amount;
 - b. equal to the amount of the building permit fee when the building permit fee is less than two hundred fifty dollars.

O. Swimming Pools.

1. The building and plumbing permit fee for a swimming pool is:
 - a. seventy-five dollars for those accessory to a single-family residence; and
 - b. one hundred dollars for all others.
2. The planning services review fee is twenty-five dollars.
3. The processing fee is twenty-five dollars.
4. Mechanical, electrical and fence permits are additional.

P. Parking Lot and Site Work Permits.
The fee for a site work permit is charged in accordance with the fee table in subsection (A) of this section.

Q. Reinspections.

The fee for reinspections for work that was not ready, or corrections previously identified but remain uncorrected, or site not accessible is seventy-five dollars per incident.

R. Inspections Outside Normal Inspector Working Hours.

The fee for inspections outside normal inspector working hours is seventy-five dollars per hour or fraction of an hour. A minimum of two hours is payable at the time the request is made and before an inspection can be scheduled.

S. Work Done Without a Permit/Investigation Fees.

Where work has commenced without first obtaining the required permit(s), a work without permit fee equivalent to the greater of:

1. twice the inspection fee, or
2. the permit fee plus one hundred fifty dollars,

must be paid prior to the issuance of the permit(s).

T. Safety Inspections.

The fees for safety inspections are:

1. Commercial Buildings: Seventy-five dollars per hour or fraction of an hour with a prepaid minimum of one hundred fifty dollars.
2. Single-family Residence – Electrical only: Seventy-five dollars.
3. Single-family Residence – Two or more trade categories: One hundred fifty dollars.
4. Two-family Residence: One hundred seventy-five dollars.
5. Multifamily – Three to six units: Two hundred fifty dollars.
6. Multifamily – Seven to fifty units: Two hundred fifty dollars plus twenty-five dollars for each unit over six.

7. Multifamily – Over fifty units: One thousand three hundred fifty dollars plus ten dollars for every unit over fifty.
8. Electrical Service Reconnect - Residence - Twenty-five dollars
9. Electrical Service Reconnect - Commercial - Fifty dollars
10. Processing fee: Twenty-five dollars.

U. Recording Fee For Use of Public Right-of-way and Large Accessory Building Agreement.

The property owner shall be charged a pass-through fee equal to the amount assessed by Spokane County when erecting a fence, retaining wall or other structure in a public right-of-way. This is a recording fee for the acknowledged agreement whereby the property owner covenants to remove the encroachment upon notice by the City. An additional twenty-five dollar processing fee is required when a permit is not issued in conjunction with the recording.

V. Expired Permits Over Six Months.

1. Building Permits.

- a. No inspections have been made: Permits require full resubmittal, and if a commercial project, plan review. Original valuation shall be contained in description of new permit.
- b. Footings and foundations only have been inspected and approved: Minimum of seventy-five percent of the original assessed permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- c. All rough-in inspections approved: Minimum of twenty-five percent of original permit fee plus new processing fees. Original valuation shall be contained in description of new permit.
- d. Additional work done not on original permit: New valuation shall be calculated based upon either square footage if new construction, or valuation if remodel.

2. Plumbing Permits.

- a. No inspections: A full new permit for all fixtures is required.
- b. Partial inspections approved: If water tests, top outs and ground plumbing have been approved, then twenty-five percent of the original itemized permit fees plus new processing fee.

3. Mechanical Permits.

- a. No inspections: A full new permit is required.
- b. Partial inspections: If all rough-in inspections and air tests have been approved, then twenty-five percent of the original permit fee plus new processing fee.

4. Electrical Permit.

- a. No inspections: A full new permit is required.

- b. Partial inspections: If all rough-in inspections and service inspections have been approved, then twenty-five percent of the original fees plus new processing fee.

W. Processing Fee.

In addition to all of the fees identified in SMC 8.02.031, the processing fee for each permit is twenty-five dollars, unless specifically stated otherwise.

Section 5. That section 08.02.065 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.065 Streets and Airspace

A. The fees in connection with skywalks are:

1. Seven thousand one hundred sixty dollars for the application to the hearing examiner.
2. Three hundred thirty-five dollars for annual inspection; and
3. Two thousand two hundred ninety dollars for renewal if the renewal is sought within twenty years from date of issuance of the permit.

For the use of public airspace other than pedestrian skywalk, the fee will be as provided in the agreement.

B. [Deleted]

C. The fee for a street address assignment as provided in SMC 17D.050.030 is ten dollars. The fee for a street address change is twenty-five dollars.

D. The street obstruction permit fees are as follows. All fees are minimum charges for time periods stated or portions of said time periods:

1. when the public way is obstructed by a dumpster or a temporary storage unit the fee is one hundred dollars per fifteen-day period.
2. for long-term obstruction (longer than twenty-one days) in the central business district or other congested area the fee is twenty cents per square foot of public right-of-way obstructed for each month period. The director of engineering services may adjust these boundaries in the interests of the public health, safety, and convenience, considering the need to promote traffic flows and convenience in administrative enforcement needs.
3. for an obstruction not provided for in subsections (1) or (2) of this section, the fees are stated below:
 - a. When the public way is excavated for:
 - i. the first three working days: One hundred dollars;
 - ii. each additional three-working-day period: Forty dollars.
 - b. When no excavation for:
 - i. the first three days: Twenty-five dollars per day;
 - ii. each additional three-day period: Forty dollars.

- c. Master annual permit fee set by the development services center manager based on a reasonable estimate of the expense to the City of providing permit services. Permit fees are payable at least quarterly. If a master annual permit fee is revoked, the party may apply for a refund of unused permit fees;
- 4. a parking meter revenue loss fee of thirteen dollars per meter per day within the City central business district and six dollars fifty cents per meter per day for all other meters shall be paid for each meter affected by an obstruction of the public right-of-way;
- 5. a charge of five hundred dollars is levied whenever a person:
 - a. does work without a required permit; or
 - b. exempt from the requirement for a permit fails to give notice as required by SMC 12.02.0740(B);
- 6. a charge of two hundred fifty dollars is levied whenever a permittee does work beyond the scope of the permit;
- 7. no fee is charged for street obstruction permits for activities done by or under contract for the City.
- E. The review fee for a traffic control plan is fifty dollars.
- F. The fee for a building moving permit is one hundred dollars, which shall be waived for the moving of a building which is an historic landmark or a contributing building located within an historic district.
- G. The annual permit fee for applicators of road oil or other dust palliatives to public ways and places of public travel or resort is one hundred dollars. A contractor must notify the department of engineering services in accordance with SMC 12.02.0740(B).
- H. Street vacation application fee is four hundred dollars.
- I. The fees for approach permits are:
 - 1. For a commercial driveway: Thirty dollars; and
 - 2. For a residential driveway: Twenty dollars.

Section 6. That section 03.01A.320 of the Spokane Municipal Code is amended to read as follows:

Section 03.01A.320 Historic Preservation

The office of historic preservation shall be directed by the historic preservation officer (HPO), who shall ((serves)) shall serve as staff to the historic landmarks commission established in chapter 04.35, SMC, providing:

- A. current inventories of historic places;
- B. technical information on the proper preparation and processing of nominations to historic registers;
- C. design review for Spokane Register properties;

- D. assistance to applicants in the preparation of documentation for special valuation;
- E. technical assistance to City departments on projects impacting historic resources;
- F. review of projects for impacts on historic properties, including Section 106 review;
- G. technical information and referral regarding rehabilitation/restoration of local historic properties, as well as information pertaining to tax incentives for historic preservation.

Section 7. That there is enacted a new section 07.08.151 of the Spokane Municipal Code to read as follows:

Section 07.08.151 Historic Preservation Incentives Fund

- A. There is established a special revenue fund to be known as the “historic preservation incentives fund” into which shall be deposited funds received by the city in payment for demolition permits.
- B. Money in this fund shall be disbursed on the recommendation of the city’s historic preservation officer, and pursuant to an historic preservation incentive program established by the historic landmarks commission and approved by the city council by ordinance.

Section 8. That section 17A.020.030 of the Spokane Municipal Code is amended to read as follows:

Section 17A.020.030 “C” Definitions

- A. Candidate Species.
A species of fish or wildlife, which is being reviewed, for possible classification as threatened or endangered.
- B. Carport.
A carport is a garage not entirely enclosed on all sides by sight-obscuring walls and/or doors.
- C. Cellular Telecommunications Facility.
They consist of the equipment and structures involved in receiving telecommunication or radio signals from mobile radio communications sources and transmitting those signals to a central switching computer that connects the mobile unit with the land-based telephone lines.
- D. Central Business District.
The general phrase “central business district” refers to the area designated on the comprehensive plan as the “downtown” and includes all of the area encompassed by all of the downtown zoning categories combined.

E. Certificate of Appropriateness.

Written authorization issued by the commission or its designee permitting an alteration or significant change to the controlled features of a landmark or landmark site after its nomination has been approved by the commission.

F. Certificate of Capacity.

A document issued by the planning services department indicating the quantity of capacity for each concurrency facility that has been reserved for a specific development project on a specific property. The document may have conditions and an expiration date associated with it.

G. Certified Erosion and Sediment Control Lead (CESCL).

An individual who is knowledgeable in the principles and practices of erosion and sediment control. The CESCL shall have the skills to assess the:

1. site conditions and construction activities that could impact the quality of stormwater, and
2. effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

The CESCL shall have current certification through an approved erosion and sediment control training program that meets the minimum training standards established by the Washington State department of ecology.

H. Change of Use.

For purposes of modification of a preliminary plat, “change of use” shall mean a change in the proposed use of lots (e.g., residential to commercial).

I. Channel Migration Zone (CMZ).

A corridor of variable width that includes the current river plus adjacent area through which the channel has migrated or is likely to migrate within a given timeframe, usually one hundred years.

J. Channelization.

The straightening, relocation, deepening, or lining of stream channels, including construction of continuous revetments or levees for the purpose of preventing gradual, natural meander progression.

K. City.

The City of Spokane, Washington.

L. Clear Street Width.

The width of a street from curb to curb minus the width of on-street parking lanes.

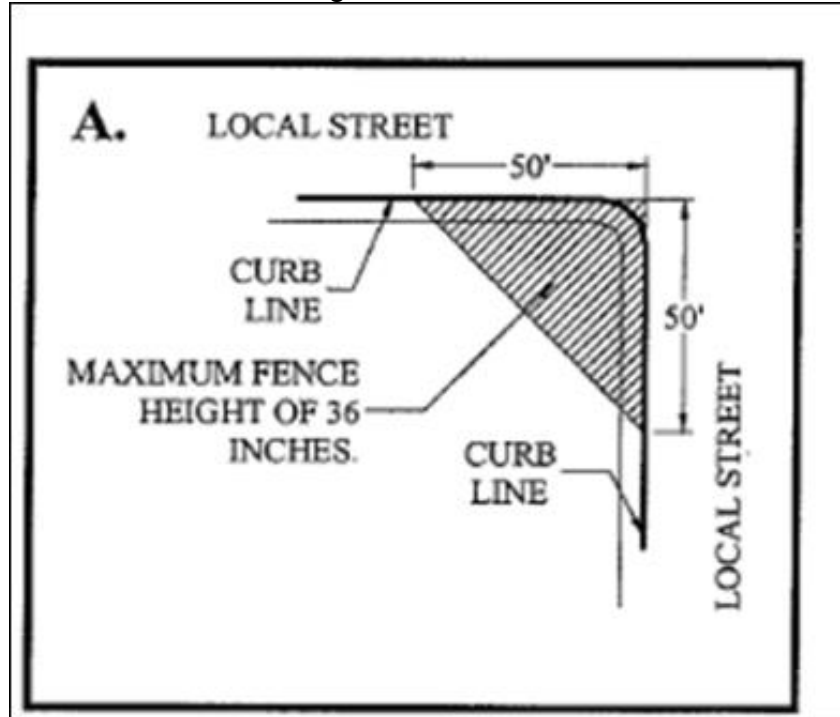
M. Clear Pedestrian Zone

Area reserved for pedestrian traffic; typically included herein as a portion of overall sidewalk width to be kept clear of obstructions to foot traffic.

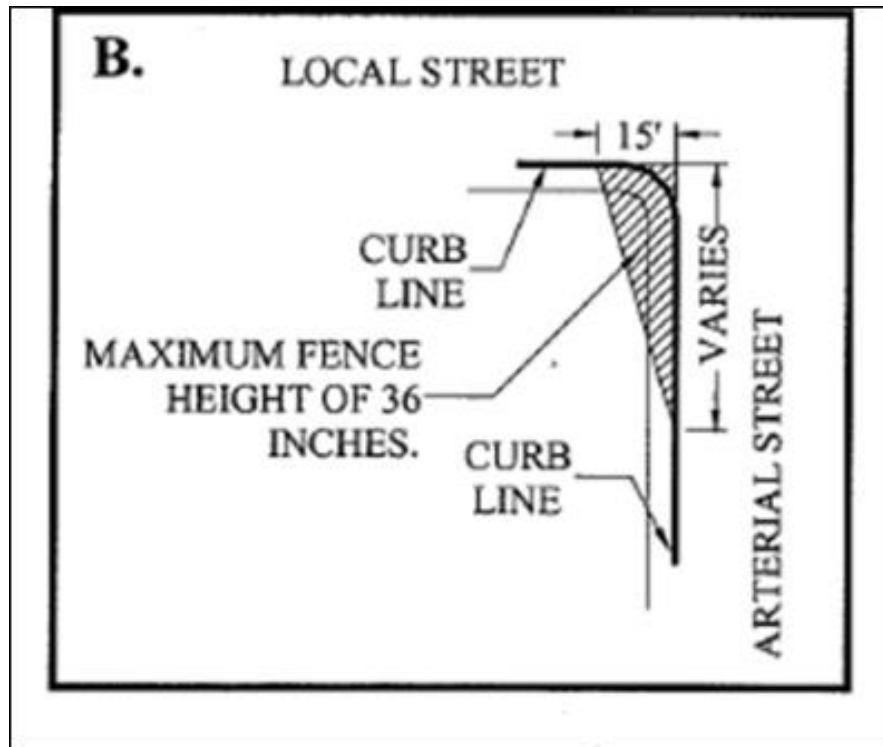
N. Clear View Triangle

A clear view maintained within a triangular space at the corner of a lot so that it does not obstruct the view of travelers upon the streets.

1. A right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; oR

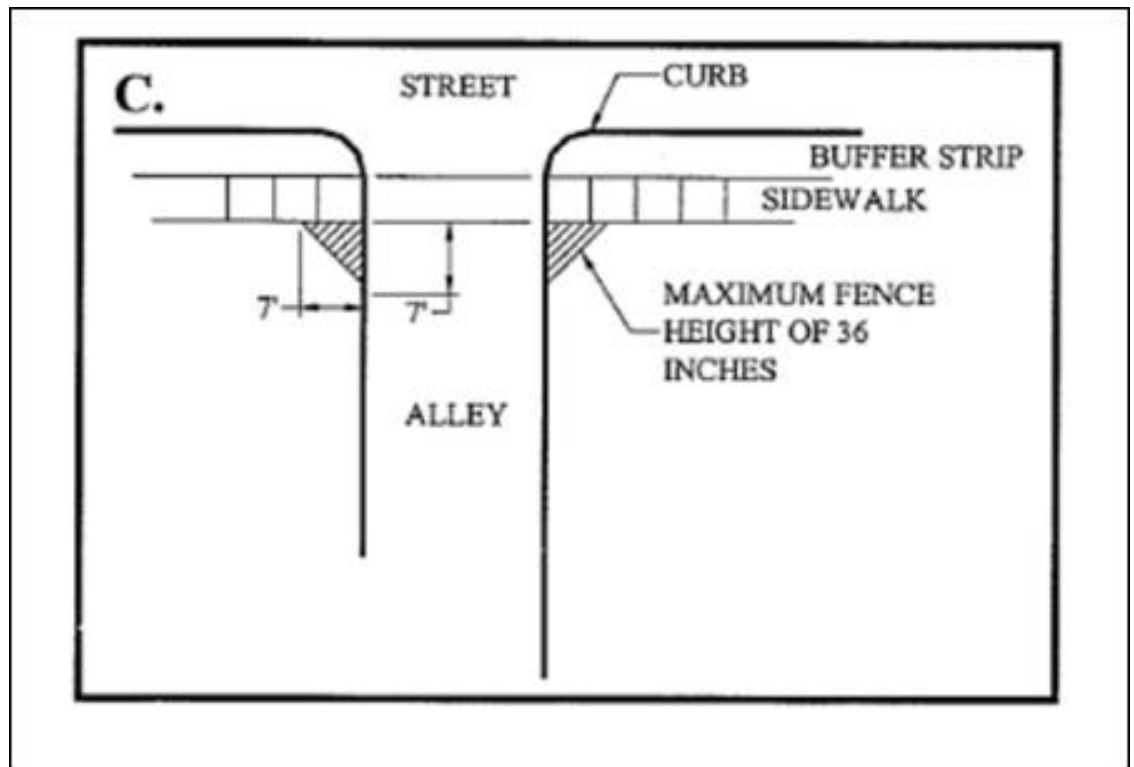


2. A right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or



A right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:

- a. the inside line of the sidewalk; or
- b. if there is no sidewalk, a line seven feet inside the curb line.



O. Clear Zone.

An unobstructed, relatively flat area provided beyond the edge of the traveled way for the recovery of errant vehicles.

P. Clearing.

The removal of vegetation or plant cover by manual, chemical, or mechanical means. Clearing includes, but is not limited to, actions such as cutting, felling, thinning, flooding, killing, poisoning, girdling, uprooting, or burning.

Q. Cliffs.

1. A type of habitat in the Washington department of fish and wildlife (WDFW) priority habitat and species system that is considered a priority due to its limited availability, unique species usage, and significance as breeding habitat. Cliffs are greater than twenty-five feet high and below five thousand feet elevation.
2. A "cliff" is a steep slope of earth materials, or near vertical rock exposure. Cliffs are categorized as erosion landforms due to the processes of erosion and weathering that produce them. Structural cliffs may form as the result of fault displacement or the resistance of a cap rock to uniform downcutting. Erosional cliffs form along shorelines or valley walls where the most extensive erosion takes place at the base of the slope.

R. Closed Record Appeal Hearing.

A hearing, conducted by a single hearing body or officer authorized to conduct such hearings, that relies on the existing record created during a quasi-judicial

hearing on the application. No new testimony or submission of new evidence and information is allowed.

S. Collector Arterial.

A relatively low speed street serving an individual neighborhood.

1. Collector arterials are typically two-lane roads with on-street parking.
2. Their function is to collect and distribute traffic from local access streets to principal and minor arterials.

T. Co-location.

Is the locating of wireless communications equipment from more than one provider on one structure at one site.

U. Colony.

A hive and its equipment and appurtenances, including one queen, bees, comb, honey, pollen, and brood.

V. Commercial Driveway.

Any driveway access to a public street other than one serving a single-family or duplex residence on a single lot.

W. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

X. Commission – Historic Landmarks.

The City/County historic landmarks commission.

Y. Community Banner.

A temporary banner made of sturdy cloth or vinyl that is not commercial advertising that has the purpose of the promotion of a civic event, public service announcement, holiday decorations, or similar community and cultural interests and is placed on a structure located in the public right-of-way, subject to procedures authorized by city administrator.

Z. Community Meeting.

An informal meeting, workshop, or other public meeting to obtain comments from the public or other agencies on a proposed project permit prior to the submission of an application.

1. A community meeting is between an applicant and owners, residents of property in the immediate vicinity of the site of a proposed project, the public, and any registered neighborhood organization or community council responsible for the geographic area containing the site of the proposal, conducted prior to the submission of an application to the City of Spokane.
2. A community meeting does not constitute an open record hearing.
3. The proceedings at a community meeting may be recorded and a report or recommendation shall be included in the permit application file.

AA. Compensatory Mitigation.

Replacing project-induced wetland losses or impacts, and includes, but is not limited to, the following:

1. Restoration.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or

degraded wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into re-establishment and rehabilitation.

2. Re-establishment.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.

3. Rehabilitation.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland.

4. Creation (Establishment).

The manipulations of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species.

5. Enhancement.

The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

6. Protection/Maintenance (Preservation).

Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements, repairing water control structures or fences or structural protection such as repairing a barrier island. This term also includes activities commonly associated with the term preservation. Preservation does not result in a gain of wetland acres, may result in a gain in functions, and will be used only in exceptional circumstances.

AB. Comprehensive Plan.

The City of Spokane comprehensive plan, a document adopted pursuant to chapter 36.70A RCW providing land use designations, goals and policies regarding land use, housing, capital facilities, housing, transportation, and utilities.

AC. Conceptual Landscape Plan.

A scale drawing showing the same information as a general site plan plus the location, type, size, and width of landscape areas as required by the provisions of chapter 17C.200 SMC.

7. The type of landscaping, L1, L2, or L3, is required to be labeled.
8. It is not a requirement to designate the scientific name of plant materials on the conceptual landscape plan.

AD. Concurrency Certificate.

A certificate or letter from a department or agency that is responsible for a determination of the adequacy of facilities to serve a proposed development, pursuant to chapter 17D.010 SMC, Concurrency Certification.

AE. Concurrency Facilities.

Facilities for which concurrency is required in accordance with the provisions of this chapter. They are:

9. transportation,
10. public water,
11. fire protection,
12. police protection,
13. parks and recreation,
14. libraries,
15. solid waste disposal and recycling,
16. schools, and
17. public wastewater (sewer and stormwater).

AF. Concurrency Test.

The comparison of an applicant's impact on concurrency facilities to the available capacity for public water, public wastewater (sewer and stormwater), solid waste disposal and recycling, and planned capacity for transportation, fire protection, police protection, schools, parks and recreation, and libraries as required in SMC 17D.010.020.

AG. Conditional Use Permit.

A "conditional use permit" and a "special permit" are the same type of permit application for purposes of administration of this title.

AH. Condominium.

Real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to chapter 64.34 RCW.

AI. Confidential Shelter.

Shelters for victims of domestic violence, as defined and regulated in chapter 70.123 RCW and WAC 248-554. Such facilities are characterized by a need for confidentiality.

AJ. Congregate Residence.

A dwelling unit in which rooms or lodging, with or without meals, are provided for nine or more non-transient persons not constituting a single household, excluding single-family residences for which special or reasonable accommodation has been granted.

AK. Conservancy Environments.

Those areas designated as the most environmentally sensitive and requiring the most protection in the current shoreline master program or as hereafter amended.

AL. Container.

Any vessel of sixty gallons or less in capacity used for transporting or storing critical materials.

AM. Context Areas

Established by the Regulating Plan, Context Area designations describe and direct differing functions and features for areas within FBC limits, implementing community goals for the built environment.

AN. Contributing Resource

Contributing resource is any building, object, structure, or site which adds to the historical integrity, architectural quality, or historical significance of the local or federal historic district within which the contributing resource is located.

~~((AN-))~~AQ. Conveyance.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means a mechanism for transporting water from one point to another, including pipes, ditches, and channels.

~~((AQ-))~~AP. Conveyance System.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means the drainage facilities and features, both natural and constructed, which collect, contain and provide for the flow of surface and stormwater from the highest points on the land down to receiving water. The natural elements of the conveyance system include swales and small drainage courses, streams, rivers, lakes, and wetlands. The constructed elements of the conveyance system include gutters, ditches, pipes, channels, and most flow control and water quality treatment facilities.

~~((AP-))~~AQ. Copy.

Letters, characters, illustrations, logos, graphics, symbols, writing, or any

combination thereof designed to communicate information of any kind, or to advertise, announce or identify a person, entity, business, business product, or to advertise the sale, rental, or lease of premises

~~((AQ-))~~AR. Cottage Housing.

1. A grouping of individual structures where each structure contains one dwelling unit.
2. The land underneath the structures is not divided into separate lots.
3. A cottage housing development may contain no less than six and no more than twelve individual structures in addition to detached accessory buildings for storing vehicles. It may also include a community building, garden shed, or other facility for use of the residents.

~~((AR-))~~AS. Council.

The city council of the City of Spokane.

~~((AS-))~~AT. County.

Usually capitalized, means the entity of local government or, usually not capitalized, means the geographic area of the county, not including the territory of incorporated cities and towns.

~~((AT-))~~AU. Covenants, Conditions, and Restrictions (CC&Rs).

A document setting forth the covenants, conditions, and restrictions applicable to a development, recorded with the Spokane County auditor and, typically, enforced by a property owner's association or other legal entity.

~~((AU-))~~AV. Creep.

Slow, downslope movement of the layer of loose rock and soil resting on bedrock due to gravity.

~~((AV-))~~AW. Critical Amount.

The quantity component of the definition of critical material.

~~((AW-))~~AX. Critical Aquifer Recharge Areas (CARA).

Critical aquifer recharge areas (CARA) include locally identified aquifer sensitive areas (ASA) and wellhead protection areas.

~~((AX-))~~AY. Critical Areas.

Any areas of frequent flooding, geologic hazard, fish and wildlife habitat, aquifer sensitive areas, or wetlands as defined under chapter 17E.010 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, and chapter 17E.070.SMC.

~~((AY-))~~AZ. Critical Facility.

A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to:

1. schools;
2. nursing homes;
3. hospitals;
4. police;
5. fire;
6. emergency response installations; and
7. installations which produce, use, or store hazardous materials or hazardous waste.

~~((AZ-))~~BA. Critical Material.

1. A compound or substance, or class thereof, designated by the division director of public works and utilities which, by intentional or accidental release into the aquifer or ASA, could result in the impairment of one or more of the beneficial uses of aquifer water and/or impair aquifer water quality indicator levels. Beneficial uses include, but are not limited to: domestic and industrial water supply,
 - a. domestic and industrial water supply,
 - b. agricultural irrigation,
 - c. stock water, and
 - d. fish propagation.

Used herein, the designation is distinguished from state or other designation.

2. A list of critical materials is contained in the Critical Materials Handbook, including any City modifications thereto.

~~((BA-))~~BB. Critical Material Activity.

A land use or other activity designated by the manager of engineering services as involving or likely to involve critical materials.

A list of critical materials activities is contained in the Critical Materials Handbook.

~~((BB-))~~BC. Critical Materials Handbook.

1. The latest edition of a publication as approved and amended by the division director of public works and utilities from time to time to accomplish the purposes of this chapter.
2. The handbook is based on the original prepared by the Spokane water quality management program ("208") coordination office, with the assistance of its technical advisory committee. It is on file with the director of engineering services and available for public inspection and purchase.

3. The handbook, as approved and modified by the division director of public works and utilities, contains:
 - a. a critical materials list,
 - b. a critical materials activities list, and
 - c. other technical specifications and information.
4. The handbook is incorporated herein by reference. Its provisions are deemed regulations authorized hereunder and a mandatory part of this chapter.

~~((BG-))~~BD. Critical Review.

The process of evaluating a land use permit request or other activity to determine whether critical materials or critical materials activities are involved and, if so, to determine what appropriate measures should be required for protection of the aquifer and/or implementation of the Spokane aquifer water quality management plan.

~~((BD-))~~BE. Critical Review Action.

1. An action by a municipal official or body upon an application as follows:

- e. Application for a building permit where plans and specifications are required, except for Group R and M occupancies (SMC 17G.010.140 and SMC 17G.010.150).
- f. Application for a shoreline substantial development permit (SMC 17G.060.070(B)(1)).
- g. Application for a certificate of occupancy (SMC 17G.010.170).
- h. Application for a variance or a certificate of compliance (SMC 17G.060.070(A) or SMC 17G.060.070(B)(1)).
- i. Application for rezoning (SMC 17G.060.070(A)).
- j. Application for conditional permit (SMC 17G.060.070(A)).
- k. Application for a business license (SMC 8.01.120).
- l. Application for a permit under the Fire Code (SMC 17F.080.060).
- m. Application for a permit or approval requiring environmental review in an environmentally sensitive area (SMC 17E.050.260).
- n. Application for connection to the City sewer or water system.
- o. Application for construction or continuing use of an onsite sewage disposal system (SMC 13.03.0149 and SMC 13.03.0304).
- p. Application for sewer service with non-conforming or non-standard sewage (SMC 13.03.0145, SMC 13.03.0314, and SMC 13.03.0324).
- q. Application involving a project identified in SMC 17E.010.120.
- r. Issuance or renewal of franchise; franchisee use of cathodic protection also requires approval or a franchise affecting the City water supply or water system.

- s. Application for an underground storage tank permit (SMC 17E.010.210); and
 - t. Application for permit to install or retrofit aboveground storage tank(s) (SMC 17E.010.060(A) and SMC 17E.010.400(D)).
2. Where a particular municipal action is requested involving a land use installation or other activity, and where said action is not specified as a critical review action, the City official or body responsible for approval may, considering the objectives of this chapter, designate such as a critical review action and condition its approval upon compliance with the result thereof.

~~((BE-))~~BF. Critical Review Applicant.

A person or entity seeking a critical review action.

~~((BF-))~~BG. Critical Review Officer – Authority.

1.The building official or other official designated by the director of public works and utilities.

2.For matters relating to the fire code, the critical review officer is the fire official.

- 3. The critical review officer carries out and enforces the provisions of this chapter and may issue administrative and interpretive rulings.
- 4. The critical review officer imposes requirements based upon this chapter, regulations, and the critical materials handbook.
- 5. The officer may adopt or add to any requirement or grant specific exemptions, where deemed reasonably necessary, considering the purpose of this chapter

~~((BG-))~~BH. Critical Review Statement.

A checklist, disclosure form, or part of an application for a critical review action, disclosing the result of critical review. Where not otherwise provided as part of the application process, the critical review officer may provide forms and a time and place to file the statement.

~~((BH-))~~BI. Cumulative Impacts.

The combined, incremental effects of human activity on ecological or critical area functions and values. Cumulative impacts result when the effects of an action are added to or interact with other effects in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

~~((BI-))~~BJ. Curb Ramp.

A ramp constructed in the sidewalk to allow wheelchair access from the sidewalk to the street.

~~((B.J.))~~BK. Cutbank.

The concave bank of a moving body of water that is maintained as a steep or even overhanging cliff by the actions of water at its base.

Section 9. That section 08.10.230 of the Spokane Municipal Code is amended to read as follows:

Section 08.10.230 Pilot Urban Utility Installation Project

A. Pilot Urban Utility Installation Project

There is created a Pilot Urban Utility Installation Project established to provide funding to the City's utilities departments to mitigate the cost of the installation of new or upgrades to city-owned public utility infrastructures in the city right-of-way which is associated with the redevelopment of existing structures or in-fill development with new structures on properties in the downtown core, ~~((and))~~ in ~~((other))~~ centers and corridors targeted for infill identified in the Urban Utility Installation Area map, within historic districts established under chapter 17D.100, SMC, and for properties listed on the Spokane and National Historic Register.

B. Project Criteria

1. The City will coordinate with abutting property owners to install new or upgrade existing public utilities infrastructure located in the city right-of-way. Projects will be evaluated based on objective criteria which includes but is not limited to, the timing and extent of the redevelopment project, project financial resources, increased demand for public utility services, projected utility revenue to the city, and the impact and efficiency of the existing infrastructure. The city administration shall develop criteria consistent with this section for the awarding of project monies which shall be approved by resolution by City Council.
2. Priorities for funding shall include, but are not limited to, the following:
 - a. Re-use of buildings (historic preservation),
 - b. Density & infill mix of housing,
 - c. Affordable housing within a development,
 - d. Mix use of commercial and retail, and
 - e. Increased demand on public utility services.

C. Urban Utility Installation Area

The projects to be funded by Pilot Urban Utility Installation Project shall be located in the Urban Utility Installation Area, which is established in the map set forth in Attachment A, ~~((which may be))~~as amended by the ~~((city council))~~City Council ~~((to include other centers and corridors targeted for in-fill development))~~from time to time, as well as Spokane and National Historic Districts and historic landmarks.

D. Application Process

The applicant shall make application for project funding to the Utilities Department on a form supplied by the department. The application shall include, but not limited to, information regarding the redevelopment project financial funding and any other relevant financial information requested by the planning and development department director. The information required on the application and provided by the applicant shall demonstrate how the project satisfies the project criteria set forth in this section and the administrative policies.

E. Initiation and Completion of Projects

Once a project is approved, the City shall determine when to initiate and complete projects for the installation of new or upgrades to existing city-owned public utility infrastructures in the city right-of-way. Funding for the specific projects shall be allocated to the applicable utilities department pursuant to the City's existing financial transfer procedures

F. Funding

1. Increases in utility revenue associated with the installation of new or upgrades to existing public utility infrastructures installed pursuant to this section, including utility hook-up fees and charges, shall be allocated to the Pilot Urban Utility Installation Project.
2. Individual project funding shall not exceed forty thousand dollars (\$40,000).
3. As a pilot program, the amount of utility revenue generated will be evaluated over the course of five years to determine the success of the Project. The program will sunset after five years ~~((and must be))~~ unless earlier renewed ~~((at that time))~~.

G. Administrative Policy.

The city administration shall develop policies and procedures to implement the provisions of this section, which shall be approved by resolution of the city council. Such policies and procedures must be consistent with and shall not conflict with the provisions of this section. The policies and procedures may include provisions developing the criteria necessary to award project funding.

- H. The city administration shall update the city council at least twice a year on the Pilot Urban Utility Installation Project program including the number of applications, the status of approved and completed projects and the amount of increased property taxes.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
Historic Preservation & Demolition Ordinance –
Study Session
Spokane City Council
January 18, 2018

Subject:

An ordinance enhancing protections for historic landmarks and districts, as well as providing increased incentives and new funding for historic preservation; repealing chapter 17D.040; enacting a new chapter 17D.100; amending sections 17G.010.210, 08.02.031, 08.02.065, and 08.10.230, and enacting a new section 07.08.151 of the Spokane Municipal Code.

Background:

Spokane is experiencing a period of dramatic growth, construction, and redevelopment. This activity is fundamentally changing certain aspects of the city's diverse architectural character, which reflects Spokane's rich history. Everything from the city's infrastructure to some of its older, most historic buildings are being rehabilitated and repurposed, and these changes are phenomenal. Unfortunately, many of our historic buildings are also quickly being demolished in favor of parking lots and new developments that often do not reflect the historic and architectural character of the neighborhoods and districts in which they once stood.

This ordinance intends to protect Spokane's architectural heritage and the many public benefits that it provides to the community. The city's architectural history has helped make Spokane a leading travel destination in the Intermountain Northwest. This is one of the many features that attract tourists, business conventions, and other events and groups, and each provides an influx of dollars into our local economy. In addition, the architectural heritage that can be strongly felt in many of our city's neighborhoods also creates a sense of place that brings our local communities together, strengthens bonds between neighbors, and creates a sense of familiarity and security. Municipal law must protect these communal and economic benefits by promoting historic preservation from undue demolition. This aligns seamlessly with the City's Comprehensive Plan "Preservation" goal to preserve and protect Spokane's significant historic structures, neighborhoods, and sites.

Impact:

The proposed ordinance makes numerous improvements to current law; most notably, it would:

- Create a process for designating historic districts on the Spokane Register (whereas current law contains a process for designating single historic landmarks, but not one for the creation of meaningful districts), and creates a process for property owners in the proposed district to appeal that designation
 - Create a more thorough and, at times, restrictive process by which the appropriateness of demolition of historic landmarks and contributing buildings in historic districts may be determined and, in some cases, denied
 - Eliminate provisions from current law that creates an exemption for historic structures to be demolished in order to provide parking space for an historic structure undergoing rehabilitation on an adjacent parcel in downtown
-

BRIEFING PAPER
Historic Preservation & Demolition Ordinance –
Study Session
Spokane City Council
January 18, 2018

- Give the Historic Landmarks Commission authority to conduct design review on new construction or redevelopment within registered historic districts, and on structures replacing demolished historic landmarks
 - Gives the Historic Landmarks Commission authority to place property management standards on lots left vacant by the demolition of an historic structure
 - Add more clear criteria for determining whether adherence to the provisions of the ordinance for a given historic landmark, a contributing building within an historic district, or an registered historic building (or one eligible to be registered) in the Downtown Boundary Area would burden the property owner with an economic hardship and would thus exempt the project from the ordinance, to be used by the ad hoc committee charged with making such determinations
 - Create three new economic incentives to promote historic preservation, which are:
 - A façade improvement grant to help fund improvements to the street-facing façades of historic landmarks or contributing buildings within an historic district
 - A pilot sidewalk improvement grant project that would help fund improvements and repairs to sidewalks adjacent to property upon which an historic landmark or contributing building within an historic district sits
 - An extension of the “Urban Utility Installation Program” to include historic landmarks and contributing buildings within an historic district for an indefinite amount of time by amending SMC 08.10.230
-

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

02/05/2018

<u>Date Rec'd</u>	1/24/2018
<u>Clerk's File #</u>	ORD C35581
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	LORI KINNEAR 6256269
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 ITINERANT VENDOR PENALTY ORDINANCE

Agenda Wording

An ordinance relating to itinerant vendor permits; adopting a new section 10.40.025 to chapter 10.40 of the Spokane Municipal Code.

Summary (Background)

A. If a person engages in activities defined in SMC 10.40.010 without a current itinerant vendor permit issued by the City of Spokane taxes and licenses division, they are subject to a penalty. B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation. C. Itinerant vendors must comply with all state and local laws.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Nov 2017 PSCH Committee
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		
<u>Additional Approvals</u>			
<u>Purchasing</u>			
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN		

ORDINANCE NO. C35581

An ordinance relating to itinerant vendor permits; adopting a new section 10.40.025 to chapter 10.40 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.40.025 to chapter 10.40 of the Spokane Municipal Code to read as follows:

10.40.025 Violation

- A. If a person engages in activities defined in SMC 10.40.010 without a current itinerant vendor permit issued by the City of Spokane taxes and licenses division, they are subject to a penalty.
- B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Itinerant vendors must comply with all state and local laws.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

02/05/2018

<u>Date Rec'd</u>	1/24/2018
<u>Clerk's File #</u>	ORD C35582
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	LORI KINNEAR 6256269
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 SPECIAL EVENT PENALTY ORDINANCE

Agenda Wording

An ordinance relating to special event permits; adopting a new section 10.39.055 to chapter 10.39 of the Spokane Municipal Code.

Summary (Background)

A. If a person engages in activities defined in SMC 10.39.010 without a current special event permit issued by the City of Spokane Police or Fire Department, they are subject to a penalty. B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation. C. Special Event Permit holders must comply with all state and local laws.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
		Nov 2017 PSCH Committee
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCCLATCHEY, BRIAN	

ORDINANCE NO. C35582

An ordinance relating to special event permits; adopting a new section 10.39.055 to chapter 10.39 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.39.055 to chapter 10.39 of the Spokane Municipal Code to read as follows:

10.39.055 Violation

- A. If a person engages in activities defined in SMC 10.39.010 without a current special event permit issued by the City of Spokane Police or Fire Department, they are subject to a penalty.
- B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.
- C. Special Event Permit holders must comply with all state and local laws.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

02/05/2018

Date Rec'd

1/24/2018

Clerk's File #

ORD C35583

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

LORI KINNEAR 6256269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 SIDEWALK CAFE PENALTY

Agenda Wording

An ordinance relating to sidewalk café permits; adopting a new section 10.28.025 to chapter 10.28 of the Spokane Municipal Code.

Summary (Background)

A. If a person engages in activities defined in SMC 10.28.010 and SMC 8.02.0220 without a current sidewalk cafe permit issued by the city engineer, they are subject to a penalty. B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation. C. Sidewalk cafe permit holders must comply with all state and local laws.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherNov 2017 PSCH
CommitteeFinance

HUGHES, MICHELLE

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCCLATCHEY, BRIAN

ORDINANCE NO. C35583

An ordinance relating to sidewalk café permits; adopting a new section 10.28.025 to chapter 10.28 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 10.28.025 to chapter 10.28 of the Spokane Municipal Code to read as follows:

10.28.025 Violation

A. If a person engages in activities defined in SMC 10.28.010 and SMC 8.02.0220 without a current sidewalk cafe permit issued by the city engineer, they are subject to a penalty.

B. A violation of this chapter is a class 1 civil infraction. Each day upon which a violation occurs or is knowingly continued constitutes a separate violation.

C. Sidewalk cafe permit holders must comply with all state and local laws.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date