

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, JUNE 25, 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. Memorandum of Understanding between the Police Department and Catholic Charities of Spokane to provide Special Patrol Policing to support the efforts of the House of Charity in providing safe shelter and security to individuals in downtown Spokane area. (Deferred from May 14, 2018.)
Justin Lundgren | Approve | OPR 2018-0296 |
| 2. Increase Value Blanket estimated expenditure to make purchases of various Microsoft and Adobe products from SHI International Corp., utilizing NASPO Valuepoint Master Agreement No. ADSPO16-130651, WA State Master Contract No. 06016—\$54,400. Value blanket expires December 31, 2018. Total Contract Amount: \$199,400.
Michael Sloon | Approve | OPR 2017-0811 |
| 3. Low Bid of (to be determined at bid opening to be held on June 18, 2018 (City, ST) for Sunset Blvd. From Royal Street to Lindeke Street—\$_____. An administrative reserve of \$_____, which is 10% of the contract price will be set aside. (West Hills Neighborhood)
Dan Buller | Approve | OPR 2018-0365
ENG 2014094 |

- | | | |
|---|------------------------------------|---------------|
| 4. Master Lease Agreement with Cingular Wireless PCS, LLC, for the installation of small cell technology within the right-of-way with an initial term of ten years with three automatic five year extensions— Revenue of \$700 per pole lease cost.
Dave Steele | Approve | OPR 2018-0373 |
| 5. Approval of the SOAR RFP Evaluation Committee's recommendation to award Catholic Charities of Eastern Washington \$55,374 and Goodwill Industries of the Inland Northwest \$54,626 in accordance with their joint proposal.
Matt Davis | Approve | OPR 2018-0374 |
| 6. Approval to renew Community Development Block Grant funding for six public services projects that were originally awarded funds for July 1, 2017 through June 30, 2018.
George Dahl | Approve | OPR 2018-0375 |
| 7. Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2018-0002 |
| a. 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 \$_____. | | |
| b. Payroll claims of previously approved obligations through _____, 2018: \$_____. | | CPR 2018-0003 |
| 8. 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)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35639 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:

Development Services Center Fund**FROM: Reserve for Budget Adjustment, \$2,752;****TO: Assistant Planner II (from Grade 40 to 41 M&P-B) same amount.**

and

General Fund – Planning Services**TO: Assistant Planner II (from Grade 40 to 41 M&P-B), \$0.**

and

Sewer Fund - Riverside Park Water Reclamation Facility**FROM: Reserve for Budget Adjustment, \$4,426;****TO: Facility Inventory Foreperson (from Grade 38 to 40 Local 270) and
WW Instrumentation & Data Supervisor (from Grade 46 to 48 M&P-B),
same amount**

(This action implements classification and pay adjustments in accordance with approved union agreements and City policies)

Chris Cavanaugh**NO EMERGENCY ORDINANCES****RESOLUTIONS & FINAL READING ORDINANCES**(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2018-0054** Approving an agreement between the City and South Landing Building
OPR 2018-0376 A, LLC, relating to the development of the Catalyst Building and relating to certain public infrastructure costs.
Andrew Worlock
- RES 2018-0055** Joint City-County Resolution in the matter of approving and authorizing the execution of US Department of Transportation Federal Aviation Administration Airport Improvement Program Grant Offers No. 3-53-0072-056-2018 and No. 3-53-0072-057-2018—\$18,000,325.
Larry Krauter and Lisa Corcoran
- RES 2018-0056** Joint City-County Resolution in the matter of adopting a revised Airport Layout Plan as described in Resolution No. 02-18 of the Spokane Airport Board and delegating authority to the Spokane Airport Board to approve and adopt future revised Airport Layout Plans.
Larry Krauter and Lisa Corcoran
- RES 2018-0057** Requesting that the Washington Department of Transportation include in the replacement of the Trent Avenue Bridge bicycle facilities, public art, and a point of access to the Spokane River.
Council Member Burke
- ORD C35622** Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to New Cingular Wireless, PCS, LLC, subject to certain conditions and duties as further provided, (in the ordinance). (First Reading held on May 21, 2018, Agenda)
Tim Szambelan

- ORD C35635 (To be considered under Hearings Item H1.)
- ORD C35637 Exempting qualifying multiple-family housing projects from the requirement to provide off-street parking; enacting a new section 08.15.140 of the Spokane Municipal Code.
Council President Stuckart
- ORD C35638 Relating to business registrations for social purpose corporations and Certified B Corporations; amending sections 08.01.020, 08.01.190, and 08.02.0206.
Council President Stuckart

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

- | | | | |
|-----|--|--------------------------------|------------|
| H1. | Final Reading Ordinance C35635 relating to the electric fence security systems; amending SMC 17C.130.310.
Melissa Owen | Pass Upon
Roll Call
Vote | ORD C35635 |
|-----|--|--------------------------------|------------|
-

Motion to Approve Advance Agenda for June 25, 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 June 25, 2018, Regular Legislative Session of the City Council will be held and then City Council is adjourned until July 9, 2018.

Note: The regularly scheduled City Council meeting for Monday, July 2, 2018, has been canceled.

NOTES

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

05/14/2018

Date Rec'd

5/1/2018

Clerk's File #

OPR 2018-0296

Renews #Submitting Dept

POLICE

Cross Ref #Contact Name/PhoneJUSTIN C. 625-4115
LUNDGRENProject #Contact E-Mail

JCLUNDGREN@POLICE.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0680-HOUSE OF CHARITY (HOC)

Agenda Wording

Memorandum of Understanding (MOU) between SPD and Catholic Charities of Spokane to provide Special Patrol Policing to support the efforts of the HOC in providing safe shelter and security to individuals in downtown Spokane area.

Summary (Background)

Police presence in and around HOC and neighboring businesses helps to deter illegal activity in an area of high pedestrian activity in downtown Spokane. Special Policing at the HOC will consist of two officers stationed at HOC from 12:00 to 20:00, 7 days/week, as available. The MOU specifies the scope of work and the fees related to the service. The period of the MOU is January 1, 2018 until December 31, 2020. The contract may be terminated by either party with a 30 day written notice.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Revenue \$ 374,000.00 (annual estimate)

0680-11740-21250-34210-68***

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

KING, KEVIN

Study SessionDivision Director

MEIDL, CRAIG

OtherFinance

SCHMITT, KEVIN

Distribution ListLegal

ODLE, MARI

spdfinance

For the Mayor

DUNIVANT, TIMOTHY

jclundgren

Additional Approvals

mdoval

Purchasing

cwahl

MEMORANDUM OF UNDERSTANDING

Between

Spokane Police Department

and

Catholic Charities of Spokane

This Memorandum of Understanding is between the SPOKANE POLICE DEPARTMENT, whose address is 1100 West Mallon Avenue, Spokane, WA 99260, (hereinafter referred to as "SPD"), and CATHOLIC CHARITIES OF SPOKANE, as the owner and operator of the HOUSE OF CHARITY, located at 32 W. Pacific, Spokane WA, (hereinafter referred to as "HOC"), and jointly referred to as the "Parties".

WHEREAS, SPD desires to support the effort of the HOC to provide safe shelter to individuals in the downtown Spokane area where transitional services are available for homeless persons; and

WHEREAS, a daily police presence in and around the HOC and neighboring businesses helps to deter illegal activity in an area of high pedestrian activity in downtown Spokane; and

WHEREAS, the City of Spokane desires to enhance police services to HOC and to assist in furthering enforcement efforts at and around the HOC and surrounding areas;

The Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide Special Patrol Policing to support the efforts of HOC in providing safe shelter and security to its staff and residents. The parties agree to Special Patrol Service under the following terms and conditions:

II. HOURS:

Special Patrol Policing at the HOC will consist of two officers stationed at HOC from 12:00 to 20:00, 7 days / week, as available.

III. SCOPE OF WORK:

A. MONITORING OF AREA

SPD officers will monitor the area surrounding the HOC including:

The north side of W. 2nd Ave. between S. McClellan to the west, and S. Division St. to the east; S. McClellan St. between W. 2nd Ave. and W. Pacific Ave; The west side of S. Division St. between Sprague Ave. and W. 2nd Ave; S. Browne St. between W. 2nd Ave. and Sprague Ave.; and W. Pacific Ave. between S. McClellan Ave. and Division St. S. State St. running north from W. 2nd Ave. and the alley north of the Mobil Station also fall within your area. (A map of the specific patrol area including routes are included in attachment 1) These streets, and the businesses and parking areas they encompass are commonly called "The Two Blocks."

SPD Officers will complete a neighborhood walk at least one time per hour or as needed including checking in regularly at Donna Hanson Haven located on the corner of 2nd and State St.

B. SECURITY DURING BED CHECK-IN

SPD officers will assist in providing security to HOC during bed check-in by working together at the gates during the hours of 18:00-20:00.

C. NEIGHBORHOOD PATROL

SPD officers will help patrol the neighborhood as part of the effort to prevent property crime, vandalism and/or graffiti.

D. DE-ESCALATION

SPD officers will assist HOC staff with de-escalation of verbal or physical altercations occurring inside the HOC. HOC will provide radios to SPD officers so they will be readily available via radio to respond to HOC staff call for assistance.

IV. TERM OF AGREEMENT

The period of this MOU shall be January 1, 2018 until December 31, 2020 and may be terminated by either party with 30 days written notice to the other party. Additionally, this MOU will automatically terminate in the event that the City of Spokane cancels, terminates, or decreases the present level of funding provided to the HOC.

V. FEES. The City of Spokane has established fees for services and vehicles as follows:

A. Police Officer: (three hour minimum)

- | | | |
|----|---|----------|
| 1) | Estimated Hourly Wage Rate
(estimate is based on 25 year corporal/detective overtime wage) | \$ 67.81 |
| 2) | LEOFF Retirement @ 5.23% | \$ 3.54 |
| | Medicare @ 1.45%
(per hour per officer) | \$ 0.98 |

Total cost per hour per officer \$ 72.33

B. Supervisor: (three hour minimum)

1) Estimated Hourly Wage Rate \$ 75.07
(estimate is based on 25 year sergeant overtime wage)

2) LEOFF Retirement @ 5.23% \$ 3.92
Medicare @ 1.45% \$ 1.08
(per hour per sergeant)

Total cost per hour per supervisor \$ 80.07

VI. PAYMENT.

All compensation for services rendered will be due thirty (30) days from the date of billing. If payment is received after the thirty (30) days; a \$15.00 late fee will be imposed and one percent (1%) interest per month will be added to the amount owed. All checks shall be payable to "City of Spokane."

VII. DUTY STATUS.

Each police officer engaged in employment of a police nature is considered to be in an "on duty" status. The police officers are subject to call by the Chief of Police or designee at any time for emergencies, special assignment, or overtime duty. In the event that the police officers, or any of the police officers, are called away from the HOC, the SPD shall immediately notify HOC.

VIII. SUPERVISION AND DIRECTION OF WORK

Officers working Special Patrol as Spokane Police Officers and serve under the direct and sole supervision of the uniformed SPD shift commander. Officers are at all times police officers employed by the City of Spokane and their duties are governed by and subject to city, state and federal laws as well as relevant constitutional provisions governing the work of law enforcement officials. Their specific duties fall within the purview of the policies and procedures of the police department. SPD officers do not take direction from, nor are their duties directed by staff at the HOC.

IX. ADHERENCE TO CITY POLICIES AND PROCEDURES

Police officers engaged in Special Patrol are obligated to discharge all duties of their office and to adhere to Spokane Police Department policies and procedures at all times.

X. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.


XI. LIABILITY

Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence. Neither party shall indemnify nor hold the other party harmless.

Dated: 04/13/18

CITY OF SPOKANE

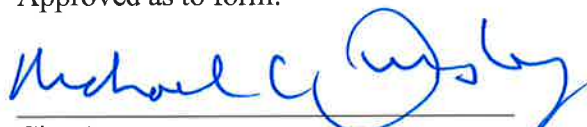

Catholic Charities of Spokane


Craig Meidl *JUSTIN LUNDGREN, ASST. CHIEF*
Chief of Spokane Police Department

Attest:

Approved as to form:

City Clerk


City Attorney

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

06/25/2018

Date Rec'd

6/12/2018

Clerk's File #

OPR 2017-0811

Renews #**Submitting Dept**INNOVATION & TECHNOLOGY
SERVICES**Cross Ref #****Contact Name/Phone**

MICHAEL SLOON 625-6468

Project #**Contact E-Mail**

MSLOON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Purchase w/o Contract

Requisition #

VB 300927

Agenda Item Name

SOFTWARE HOUSE INTERNATIONAL (SHI) VALUE BLANKET

Agenda Wording

Approval to increase estimated expenditure to make purchases of Microsoft & Adobe products from SHI International Corp., utilizing NASPO Valuepoint Master Agreement No. ADSP016-130651, WA State Master Contract No. 06016. Value blanket exp. 12/31/18.

Summary (Background)

Washington State DES currently provides NASPO Valuepoint Master agreements for previously negotiated pricing and established contracts that include pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 54,400.00 INCL. TAX

VARIOUS

Select \$

#

Select \$

#

Select \$

#

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

SLOON, MICHAEL

Study Session

06/18/2018 Fin. Com.

Division Director

SLOON, MICHAEL

Other**Finance**

BUSTOS, KIM

Distribution List**Legal**

ODLE, MARI

Accounting - ywang@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

Contract Accounting - mdoval@spokanecity.org

Additional Approvals

Legal - modle@spokanecity.org

Purchasing

WAHL, CONNIE

Purchasing - cwahl@spokanecity.org

IT - itadmin@spokanecity.org

Taxes & Licenses

ben_callahan@SHI.com



**CITY OF SPOKANE
PURCHASING**
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201-3316
TELEPHONE (509) 625-6400
FAX (509) 625-6413

Purchase Order Number

VB-300927-000

This number must appear
on all invoices, papers and
shipments

Vendor: SOFTWARE HOUSE INT'L/SHI
290 DAVIDSON AVE
SOMERSET NJ 08873

Ship To: INFORMATION TECHNOLOGY
CITY OF SPOKANE
7TH FLOOR - CITY HALL
808 W SPOKANE FALLS BLVD
SPOKANE WA 99201-3344

BUYER		BUYER PHONE #	TERMS	F.O.B.	DELIVERY DATE	
CONNIE WAHL, C.P.M.		509-625-6411	NET 30 DAYS	DESTINATION	--	
Quantity	U/M	Part Number/ Description			Unit Price	Total
		VALUE BLANKET ORDER FOR MICROSOFT AND ADOBE SOFTWARE PRODUCTS FOR VARIOUS DEPARTMENTS PER WA STATE CONTRACT AND INTERLOCAL AGREEMENT. PURCHASES UP TO \$103,360.00 AUTHORIZED BY CITY COUNCIL 11/27/2017 (OPR #2017-0811). BLANKET ORDER EFFECTIVE 1/1/2018 THROUGH 12/31/2018. ORDER IN ACCORDANCE WITH TERMS, PRICING AND SPECIFICATIONS CALLED FOR IN WA STATE DES CONTRACT #06016 (ADSP016-130651). ORDERS WILL BE PLACED AS NEEDED DURING BLANKET ORDER TERM. TOTAL AMOUNT IS AN ESTIMATE ONLY. PAYMENT WILL BE MADE ONLY FOR ACTUAL ORDERS PLACED, RECEIVED, AND ACCEPTED.				
		ORDER TO INCLUDE "MATERIAL SAFETY DATA SHEETS" IF REQUIRED			Total	157,760.00

AUTHORIZED SIGNATURE

STANDARD TERMS & CONDITIONS

- 1. TAXES:** Unless otherwise indicated, the City agrees to pay all State of Washington sales taxes or use taxes. The City is exempt from federal excise taxes. Business, occupational and personal property taxes are the sole responsibility of the Seller.
- 2. CHANGES:**
 - A. No alteration in any of the terms, conditions, delivery, price, quantity or specifications of items ordered will be effective without the written consent of the Accounting Director or above-named buyer.
 - B. In no event will the City agree to any disclaimer of warranties.
 - C. Any response to the City's order which does not contain the words "counteroffer and not acceptance" prominently will be treated as an acceptance of this purchase order on its terms.
- 3. FREIGHT TERMS:**
 - A. Unless otherwise specified, all items are to be shipped prepaid F.O.B. Destination.
 - B. Packing lists shall be enclosed in every box or package.
 - C. Regardless of F.O.B. point, Seller agrees to bear all risk of loss, injury or destruction of items ordered while in transit.
- 4. ORDERING POLICY:**
 - A. Items shall not be shipped to the City unless a purchase order is received or an authorized purchase order number is given over the phone.
 - B. Items received without an authorized purchase order number will be returned to the Seller at the Seller's expense.

Briefing Paper

Finance & Administration Committee

Division & Department:	Innovation and Technology Services Division
Subject:	Software House International (SHI) Value Blanket
Date:	June 18, 2018
Author (email & phone):	Michael Sloon, msloon@spokanecity.org , 625-6468
City Council Sponsor:	
Executive Sponsor:	Eric Finch and Michael Sloon
Committee(s) Impacted:	Finance & Administration 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)	ITSD – Value Blanket
Strategic Initiative:	
Deadline:	December 31, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to increase estimated expenditure to make purchases of Microsoft & Adobe products from SHI International Corp., utilizing NASPO Valuepoint Master Agreement No. ADSPO16-130651, Washington State Master Contract No. 06016.
Background/History: Washington State DES currently provides NASPO Valuepoint Master agreements for previously negotiated pricing and established contracts that include pricing advantages for other government agencies to utilize. The City of Spokane Innovation and Technology Services Division utilizes this opportunity whenever possible.	
Executive Summary: <ul style="list-style-type: none"> Requesting an increase of \$54,400.00, including tax and shipping, for SHI International Corp. OPR 2017-0811, value blanket VB 300927 Utilizing various budget accounts. 	
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: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input 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: Known challenges/barriers:	

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

06/25/2018

Date Rec'd

6/12/2018

Clerk's File #

OPR 2018-0365

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 BLANK LOW BID AGENDA

Cross Ref #**Project #**

2014094

Bid #**Requisition #****Agenda Wording**

Low Bid of (to be determined at bid opening to be held on June 18, 2018 (City, ST) for Sunset Blvd. From Royal Street to Lindeke Street - \$_____. An administrative reserve of \$_____, which is 10% of the contract price

Summary (Background)

All information will be provided prior to the June 25, 2018 meeting. On June 18, 2018 bids were opened for the above project. The Engineers Estimate for this project is \$3,965,883.90. The low bid was from (to be determined at bid opening) in the amount of \$_____, which is \$_____ or _____% over/under the Engineer's Estimate; other bids were received as follows:

Fiscal Impact

Grant related? NO

Public Works? TEST

Budget Account

Expense \$ 3,968,383.90

3200 95091 95300 56501 99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

TWOHIG, KYLE

Division Director

SIMMONS, SCOTT M.

Finance

ORLOB, KIMBERLY

Legal

ODLE, MARI

For the Mayor

DUNIVANT, TIMOTHY

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

PS&H 6-4-18

Distribution List

eraea@spokanecity.org

kgoodman@spokanecity.org

publicworksaccounting@spokanecity.org

mdoval@spokanecity.org

htrautman@spokanecity.org

dbuller@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

will be set aside. (West Hills Neighborhood Council.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

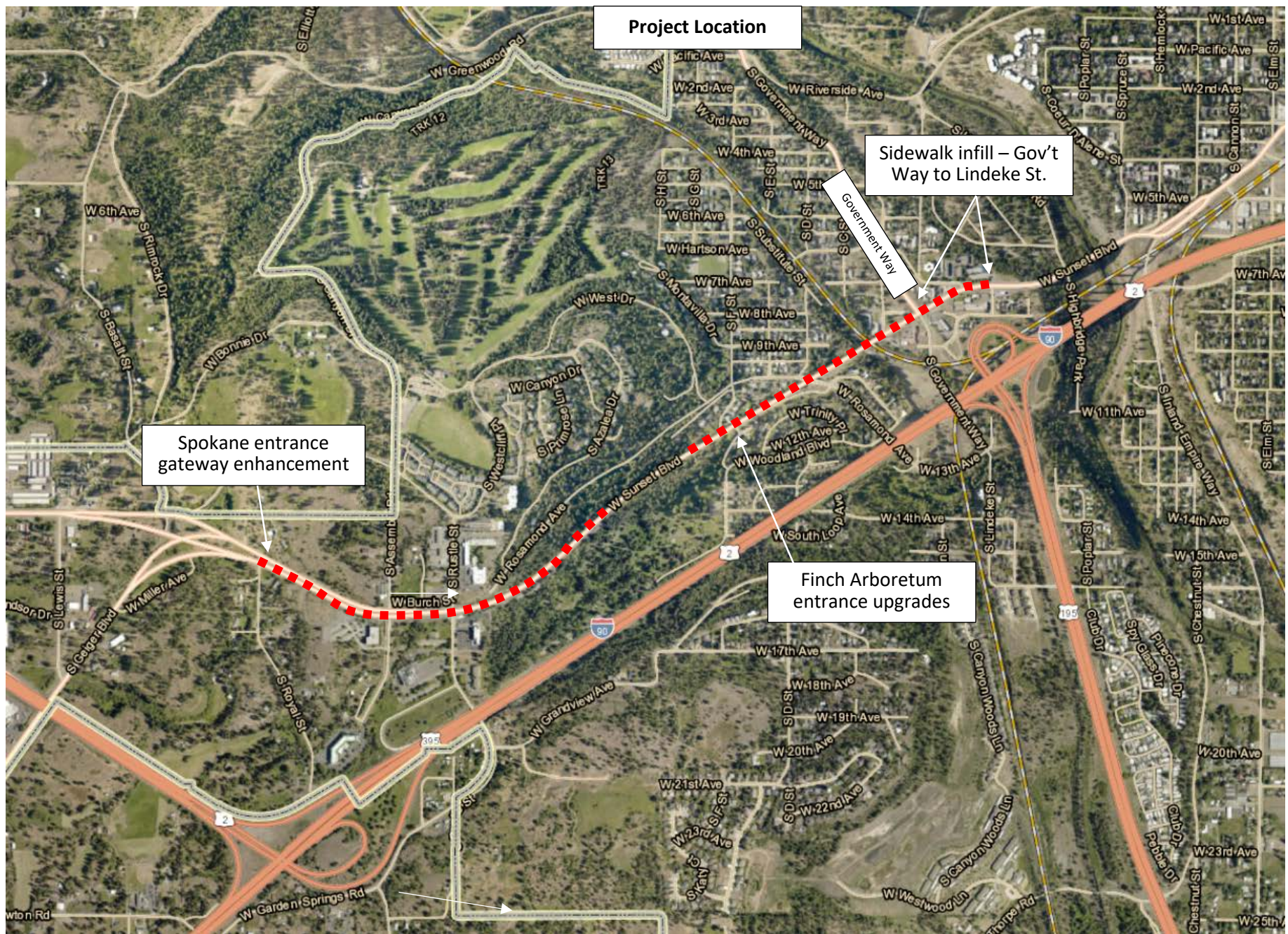
#

Distribution List

Briefing Paper

Public Safety & Health

Division & Department:	Public Works, Engineering
Subject:	Sunset Blvd Grind & Overlay
Date:	6-4-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
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)	This project is in the 6 year street plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract
Background/History: <ul style="list-style-type: none"> This project grinds and overlays Sunset Blvd from Royal St. to Lindeke St. – see attached exhibit. 	
Executive Summary: In addition to grinding and overlaying this street, this project includes the following components: <ul style="list-style-type: none"> Striping reconfiguration of the current 4 lanes to 2 lanes up hill, 1 lane downhill and bike lane downhill (south side) – west of Government Way 10'-12' width bike/ped uphill (north side). Sidewalk infill between Government Way & Lindeke St. Finch Arboretum entrance upgrades Spokane entrance gateway enhancement at approx. Royal St. 	
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 type="checkbox"/> Yes <input checked="" 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



City Of Spokane
Engineering Services Department
*** * * Engineer's Final Estimate * * ***

Project Number: 2014094
Project Description Sunset Boulevard from Royal St to Lindeke St
Funding Source Federal
Preparer Rich Proszek
Original Date 3/22/2018 8:10:05 AM
Update Date 3/22/2018 8:10:47 AM
Addendum

Project Number: 2014094

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
Schedule 01	STREET & STORM IMPROVEMENTS	Sales tax shall be included in unit prices		
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,100.00
103	POTHOLING	30 EA	350.00	10,500.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	7,000.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	12 EA	500.00	6,000.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	2,500.00
107	MOBILIZATION	1 LS	*****	260,000.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	85,000.00
109	SPECIAL SIGNS	140 SF	20.00	2,800.00
110	SEQUENTIAL ARROW SIGN	3000 HR	5.00	15,000.00
111	PORTABLE CHANGEABLE MESSAGE SIGN	700 HR	7.00	4,900.00
112	TYPE III BARRICADE	15 EA	50.00	750.00
113	PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL	1 LS	*****	25,000.00
114	CLEARING AND GRUBBING	1 LS	*****	10,000.00
115	TREE PROTECTION ZONE	13 EA	350.00	4,550.00
116	REMOVE TREE, CLASS I	8 EA	380.00	3,040.00
117	REMOVE TREE, CLASS II	1 EA	550.00	550.00
118	TREE PRUNING	14 EA	350.00	4,900.00
119	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00
120	REMOVE EXISTING CURB	7472 LF	8.00	59,776.00
121	REMOVE EXISTING CURB AND GUTTER	40 LF	12.00	480.00
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1564 SY	16.00	25,024.00
123	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	18 EA	500.00	9,000.00
124	REMOVE CURB/GRATE INLET	16 EA	300.00	4,800.00
125	REMOVE EXISTING > 12 IN. TO < 30 IN. PIPE	62 LF	13.00	806.00
126	SALVAGE TRAFFIC CURB	200 LF	20.00	4,000.00
127	REINSTALL TRAFFIC CURB	200 LF	40.00	8,000.00
128	SAWCUTTING CURB	60 EA	45.00	2,700.00
129	SAWCUTTING RIGID PAVEMENT	80303 LFI	1.80	144,545.40
130	SAWCUTTING FLEXIBLE PAVEMENT	21570 LFI	0.80	17,256.00

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
Schedule 01	STREET & STORM IMPROVEMENTS	Sales tax shall be included in unit prices		
131	REMOVE GUARDRAIL	150 LF	11.00	1,650.00
132	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	10 EA	550.00	5,500.00
133	ROADWAY EXCAVATION INCL. HAUL - AREA (APPROACHES)	650 CY	25.00	16,250.00
134	ROADWAY EXCAVATION INCL. HAUL - AREA (TRAIL)	275 CY	25.00	6,875.00
135	ROADWAY EXCAVATION INCL. HAUL - AREA (MEDIAN ISLAND)	25 CY	25.00	625.00
136	SITE EXCAVATION, SHAPING & GRADING	1 LS	*****	15,000.00
137	REMOVE UNSUITABLE FOUNDATION MATERIAL	150 CY	20.00	3,000.00
138	REPLACE UNSUITABLE FOUNDATION MATERIAL	150 CY	32.00	4,800.00
139	CONCRETE PAVEMENT EXCAVATION, INCL. HAUL	189 CY	100.00	18,900.00
140	COMMON BORROW INCL. HAUL	110 CY	25.00	2,750.00
141	SELECT BORROW INCL. HAUL	900 CY	32.00	28,800.00
142	PREPARATION OF UNTREATED ROADWAY, HMA TRAIL	8880 SY	2.60	23,088.00
143	CONTROLLED DENSITY FILL	50 CY	160.00	8,000.00
144	CRUSHED SURFACING TOP COURSE	808 CY	47.00	37,976.00
145	CSTC FOR SIDEWALK AND DRIVEWAYS	79 CY	90.00	7,110.00
146	REPLACE PORTLAND CEMENT CONCRETE PANEL, 6 INCH THICK	1133 SY	25.00	28,325.00
147	HMA CL. 1/2 IN. PG 70-28, 4 INCH THICK	48965 SY	20.00	979,300.00
148	HMA CL. 3/8 IN. PG 64-28, 2 INCH THICK	8735 SY	10.00	87,350.00
149	HMA FOR APPROACH CL. 1/2 IN. PG 64-28, 4 INCH THICK	2422 SY	20.00	48,440.00
150	HMA FOR APPROACH CL. 1/2 IN. PG 70-28, 4 INCH THICK	725 SY	20.00	14,500.00
151	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	400 TON	150.00	60,000.00
152	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 2 INCH THICK	1880 SY	50.00	94,000.00
153	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4 INCH THICK	954 SY	55.00	52,470.00
154	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	518 SY	60.00	31,080.00
155	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	134 SY	55.00	7,370.00
156	CRACK SEALING 1-INCH TO 3-INCH	15000 LF	1.80	27,000.00
157	CRACK SEALING 3-INCH TO 6-INCH	2000 LF	12.00	24,000.00
158	SOIL RESIDUAL HERBICIDE	8735 SY	0.50	4,367.50
159	PAVEMENT REPAIR EXCAVATION INCL. HAUL	3352 SY	31.00	103,912.00
160	PLANING BITUMINOUS PAVEMENT	47648 SY	5.50	262,064.00
161	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00
162	COMPACTION PRICE ADJUSTMENT	19600 EST	1.00	19,600.00
163	COMMERCIAL CONCRETE	40 CY	220.00	8,800.00
164	CEMENT CONCRETE CURB WALL, >16INCH TO <30 INCH TALL	348 LF	60.00	20,880.00
165	DUCTILE IRON STORM SEWER PIPE 10 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	1060 LF	55.00	58,300.00

<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Description</i>		<i>Tax Classification</i>		
<i>Schedule 01</i>	STREET & STORM IMPROVEMENTS	Sales tax shall be included in unit prices		
166	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	1125 LF	70.00	78,750.00
167	DUCTILE IRON STORM SEWER PIPE 18 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	42 LF	80.00	3,360.00
168	STORM SEWER PIPE 21 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	5 LF	110.00	550.00
169	DUCTILE IRON STORM SEWER PIPE 24 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	5 LF	180.00	900.00
170	MANHOLE TYPE I - 48, BASIC PRICE	9 EA	2,900.00	26,100.00
171	GRATE INLET TYPE 3	1 EA	1,500.00	1,500.00
172	CATCH BASIN TYPE 1	15 EA	2,300.00	34,500.00
173	CATCH BASIN TYPE 4	30 EA	2,800.00	84,000.00
174	RETROFIT TYPE 2 CATCH BASIN WITH FRAME & DUAL VANED GRATE	1 EA	1,500.00	1,500.00
175	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	1 EA	800.00	800.00
176	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	13 EA	400.00	5,200.00
177	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	6 EA	400.00	2,400.00
178	VALVE BOX AND COVER	6 EA	300.00	1,800.00
179	MANHOLE TEST	2 EA	700.00	1,400.00
180	CLEANING EXISTING DRAINAGE STRUCTURE	4 EA	350.00	1,400.00
181	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	100 CY	90.00	9,000.00
182	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	27.00	1,350.00
183	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	50 CY	35.00	1,750.00
184	IMPORTED BACKFILL	100 CY	35.00	3,500.00
185	TRENCH SAFETY SYSTEM	1 LS	*****	3,000.00
186	SIDE SEWER CLEANING AND VIDEO INSPECTION	2 EA	700.00	1,400.00
187	CATCH BASIN DUCTILE IRON SEWER PIPE 6 IN. DIAM.	5 LF	50.00	250.00
188	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	1047 LF	55.00	57,585.00
189	CATCH BASIN DUCTILE IRON SEWER PIPE 10 IN. DIAM.	43 LF	60.00	2,580.00
190	CATCH BASIN DUCTILE IRON SEWER PIPE 12 IN. DIAM.	49 LF	70.00	3,430.00
191	CATCH BASIN DUCTILE IRON SEWER PIPE 18 IN. DIAM.	50 LF	100.00	5,000.00
192	CONNECT 8 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MH	8 EA	400.00	3,200.00
193	CONNECT 12 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MH	2 EA	800.00	1,600.00
194	CONNECT 18 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MH	2 EA	850.00	1,700.00
195	CONNECT 6 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	400.00	400.00
196	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	700.00	700.00

Project Number: 2014094

<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Quantity</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Description</i>		<i>Tax Classification</i>		
<i>Schedule 01</i>	STREET & STORM IMPROVEMENTS	Sales tax shall be included in unit prices		
197	CONNECT 10 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	700.00	700.00
198	CONNECT 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	8 EA	800.00	6,400.00
199	CONNECT 18 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	800.00	800.00
200	CONNECT 21 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	850.00	850.00
201	CONNECT 24 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	900.00	900.00
202	PLUGGING EXISTING PIPE	22 EA	350.00	7,700.00
203	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	4,000.00
204	ESC LEAD	1 LS	*****	1,200.00
205	INLET PROTECTION	35 EA	80.00	2,800.00
206	TOPSOIL TYPE A, 2 INCH THICK	90 SY	10.50	945.00
207	WEED SPRAYING AND CONTROL	3 EA	3,000.00	9,000.00
208	HYDROSEEDING	500 SY	5.50	2,750.00
209	BASALT COLUMN	23 EA	600.00	13,800.00
210	6 IN. DUCTILE IRON IRRIGATION SLEEVE	44 LF	35.00	1,540.00
211	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	1,200.00
212	CEMENT CONCRETE CURB	11413 LF	26.00	296,738.00
213	CEMENT CONC. CURB AND GUTTER	282 LF	28.00	7,896.00
214	HAND PLACED RIPRAP - ROCK SPILLWAY	133 SY	75.00	9,975.00
215	QUARRY SPALLS	50 CY	35.00	1,750.00
216	CEMENT CONCRETE DRIVEWAY	269 SY	56.00	15,064.00
217	CHANNELIZING DEVICES	7 EA	250.00	1,750.00
218	REMOVING AND RESETTING BEAM GUARDRAIL	1950 LF	45.00	87,750.00
219	MONUMENT FRAME AND COVER	5 EA	400.00	2,000.00
220	CEMENT CONC. SIDEWALK	980 SY	55.00	53,900.00
221	RAMP DETECTABLE WARNING	258 SF	25.00	6,450.00
222	TRAFFIC SIGNAL SYSTEM, GOVERNMENT WAY & SUNSET BLVD.	1 LS	*****	35,000.00
223	SIGNING, PERMANENT, CONTRACTOR MANUFACTURED SIGNS	1 LS	*****	20,000.00
224	REMOVAL OF EXISTING PAVEMENT MARKINGS	228 SF	4.50	1,026.00
225	PAVEMENT MARKING - DURABLE HEAT APPLIED	6706 SF	10.00	67,060.00
226	PAVEMENT MARKING - DURABLE INLAY TAPE	6880 SF	10.00	68,800.00
227	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	10 EA	200.00	2,000.00
228	TEMPORARY PAVEMENT MARKING	1 LS	*****	5,000.00
229	REINFORCED DOWELED CURB	950 LF	16.00	15,200.00
230	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	315 LF	45.00	14,175.00
231	TRAFFIC ISLAND CONCRETE	340 SY	65.00	22,100.00
<i>Schedule Totals</i>				3,965,883.90

Project Number: 2014094

Item No	Bid Item Description	Est Quantity	Unit Price	Amount
Description		Tax Classification		
Schedule 03	SANITARY SEWER IMPROVEMENTS	Sales tax shall NOT be included in unit prices		
301	CONNECT 8 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MH	1 EA	400.00	400.00
302	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	700.00	700.00
303	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	20 LF	70.00	1,400.00
Schedule Totals				2,500.00

Project Number *2014094* *Sunset Boulevard from Royal St to Lindeke St*

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<i>Engineer's Est</i>	3,965,883.90	0.00	2,500.00	0.00	0.00	0.00	0.00	0.00	3,968,383.90

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

06/25/2018

Date Rec'd

5/21/2018

Clerk's File #

OPR 2018-0373

Renews #**Submitting Dept**

ASSET MANAGEMENT

Contact Name/Phone

DAVE STEELE 625-6064

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5900 - MASTER LICENSE AGREEMENT - CINGULAR

Cross Ref #**Project #****Bid #****Requisition #**

N/A

Agenda Wording

Master License agreement with Cingular for the installation of small cell technology within the right-of-way. This agreement has an initial term of ten years with three automatic five year extensions.

Summary (Background)

Per the updated cell tower ordinance, the City of Spokane has given preference to "Small Cell" technology as the next generation of cellular technology is deployed. This master license with Cingular establishes the framework for installing this smaller cellular equipment within the public right-of-way and gives a preference for utilizing existing city locations. Cingular, in addition to agreeing to replace City owned poles at their expense, has agreed to an annual "per pole" lease cost of \$700

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Revenue \$ 700.00

0020 88100 99999 36291 99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

LUKAS, ED

Division Director

DUNIVANT, TIMOTHY

Finance

ORLOB, KIMBERLY

Legal

SZAMBELAN, TIMOTHY

For the Mayor

DUNIVANT, TIMOTHY

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

PS&H 6/4/18

Distribution List

eraea@spokanecity.org

dsteele@spokanecity.org

publicworksaccounting@spokanecity.org

cbrazington@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

and to cover the cost of any additional electrical usage. This lease establishes an initial 10 year term with three automatic 5 year extensions for a total possible term of 25 years.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper

Council Study Session

Division & Department:	Finance & Administration, Asset Management
Subject:	Small Cell License Agreement with Cingular
Date:	6/4/18
Author (email & phone):	Dave Steele, 625-6064
City Council Sponsor:	TBD
Executive Sponsor:	Tim Dunivant
Committee(s) Impacted:	NA
Type of Agenda item:	XXX Consent Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	SMC 1.08.060 requires any use of a drone, by any contractor of the City, be approval by the City Council
Strategic Initiative:	Innovative Infrastructure
Deadline:	ASAP
Outcome: (deliverables, delivery duties, milestones to meet)	New Small Cell License with Cingular Wireless
<u>Background/History:</u> <p>Per the updated cell tower ordinance, the City of Spokane has given preference to “Small Cell” technology as the next generation of cellular technology is deployed. This master license with Cingular establishes the framework for installing this smaller cellular equipment within the public right of way and gives a preference for utilizing existing city locations.</p> <p>Due to the age and condition of the City’s existing signal locations and due to the fact that none of the poles currently installed were designed to handle additional equipment weight or wind loading, Cingular has agreed to replace (with city specified poles and vendor) any traffic signal or pedestrian light fixture pole that they desire to affix their equipment to. Each replacement will be reviewed by Street Department engineers for compliance with City standards and compatibility with City equipment.</p> <p>Cingular, in addition to agreeing to replace City owned poles at their expense, has agreed to an annual “per pole” lease cost of \$700 and to cover the cost of any additional electrical usage.</p> <p>This lease establishes an initial 10 year term with three automatic 5 year extensions for a total possible term of 25 years.</p>	
<u>Executive Summary:</u> <p>-City staff is moving forward with plans to perform significant exterior repairs to the concrete on all four elevations of City Hall</p>	
<u>Budget Impact:</u> <p>Approved in current year budget? Yes No</p> <p>Annual/Reoccurring expenditure? Yes XX No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<u>Operations Impact:</u> <p>Consistent with current operations/policy? XX Yes No</p> <p>Requires change in current operations/policy? Yes XX No</p>	

Specify changes required:
Known challenges/barriers:

SMALL CELL LICENSE AGREEMENT

THIS SMALL CELL LICENSE AGREEMENT (the "Agreement") is dated as of _____, 20____ (the "Effective Date"), and entered into by and between the City of Spokane, a Washington municipal corporation (the "CITY"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("LICENSEE").

Recitals

A. WHEREAS, the CITY is the owner of certain Poles (as defined in §1.11, below) located in the Rights-of-Way (as defined in Section 1.13 below) of the City of Spokane; and

B. WHEREAS, New Cingular Wireless PCS, LLC is duly organized and existing under the laws of the State of Delaware, and is authorized to conduct business in the State of Washington; and

C. WHEREAS, LICENSEE desires to use space on certain of the CITY's Poles and/or the Rights-of-Way for construction, operation and maintenance of its telecommunications Network (as defined in §1.10, below) serving LICENSEE's wireless customers and utilizing Equipment (as defined in §1.6, below), permitted by the Federal Communications Commission ("FCC") and in accordance with FCC rules and regulations; and

D. WHEREAS, for the purpose of operating the Network, LICENSEE wishes to locate, place, attach, install, operate, control, and maintain Equipment on the Poles in the Rights-of-Way, owned by the CITY, and on other facilities owned by third parties; and

E. WHEREAS, LICENSEE is willing to compensate the CITY in exchange for a grant and right to use and physically occupy portions of the Poles and/or the Rights-of-Way.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. **DEFINITIONS.** The following definitions shall apply generally to the provisions of this Agreement:

1.1 Affiliate. Affiliate means each person or entity which falls into one or more of the following categories: (a) each person or entity having, directly or indirectly, a controlling interest in LICENSEE; (b) each person or entity in which LICENSEE has, directly or indirectly, a controlling interest; or (c) each person or entity that,

directly or indirectly, is controlled by a third party which also directly or indirectly controls LICENSEE. An "Affiliate" shall in no event mean any creditor of LICENSEE solely by virtue of its status as a creditor and which is not otherwise an Affiliate by reason of owning a controlling interest in, being owned by, or being under common ownership, common management, or common control with, LICENSEE.

1.2 Assignment or Transfer. "Assignment" or "Transfer" means any transaction in which the rights and/or obligations held by LICENSEE under this Agreement or a Supplement are transferred, directly or indirectly, to a party other than an Affiliate. An "Assignment" shall not include a mortgage, pledge or other encumbrance as security for money owed.

1.3 County/City. "County" means the County of Spokane, a political subdivision of the State of Washington. "City" means the City of Spokane, a municipality under the laws of the State of Washington.

1.4 Commence Installation. "Commence Installation" shall mean the date that LICENSEE commences to install its Equipment, or any expansion thereof, in CITY ROW.

1.5 Commence Operation. "Commence Operation" shall mean the date that Equipment is installed and operational by LICENSEE pursuant to this Agreement.

1.6 Equipment. "Equipment" means the equipment cabinets, antennae, utilities and fiber optic cables, wires, and related equipment, whether referred to singly or collectively, to be installed and operated by LICENSEE under a particular Supplement and that comprise a Small Cell installation.

1.7 Information service. "Information service" means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information and content via telecommunications, and includes electronic publishing, as the same may evolve over time.

1.8 Laws. "Laws" means any and all applicable statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the CITY or other governmental agency having joint or several jurisdiction over the parties to this Agreement as such laws may be amended from time to time.

1.9 Municipal Facilities. "Municipal Facilities" means CITY-owned Poles, lighting fixtures, or electroliers located within the ROW and may refer to such facilities in the singular or plural, as appropriate to the context in which used. Municipal Facilities also includes Replacement Poles approved by the CITY and installed and dedicated to the CITY by LICENSEE.

1.10 Network. “Network” or collectively “Networks” means the telecommunication network operated by LICENSEE to serve its customers.

1.11 Poles. “Poles” shall mean any pole(s) that is owned and/or leased by the CITY.

1.12 PUC. “PUC” means the Public Utilities Commission of Washington.

1.13 Rights-of-Way. “Rights-of-Way” or “ROW” means public property including air space, dedicated, granted, held, prescriptively used, or authorized by patent of the United States of America, for CITY public street and public utility purposes, except as limited by any underlying grant, including rights-of-way granted by the United States Bureau of Land Management, United States Bureau of Reclamation or the Washington Department of Transportation.

1.14 Small Cell. “Small Cell” shall mean the Equipment at a particular location that comprises part of the Network, provided however, the space for the equipment cabinets shall not exceed 17 cubic feet, and the space for each antenna shall not exceed 3 cubic feet (or 6 cubic feet in total).

1.15 Supplement. “Supplement” shall mean each separate agreement, entered into between the CITY and LICENSEE with regard to a specific Small Cell installation, the form of which is attached hereto as Exhibit A, which shall be subject to the terms and conditions of this Agreement.

1.16 Telecommunications Services. “Telecommunications Services” or “Services” has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153 (53) or any other use authorized by and licensed to LICENSEE by the FCC.

2. TERM.

2.1 The initial term of this Agreement shall be for a period of ten (10) years (the “Initial Term”), commencing on the first day of the month following mutual execution of this Agreement (the “Agreement Commencement Date”) and ending on the tenth anniversary thereof, unless sooner terminated as stated herein. Subject to the terms of the Agreement relating to termination, this Agreement shall be automatically renewed for up to three (3) successive five (5) year renewal terms (each, a “Renewal Term”), unless LICENSEE OR CITY notifies the other party in writing of of such parties intent not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. The Initial Term and all Renewal Terms shall be collectively referred to herein as the “Term.” After the expiration or termination of this Agreement, its term and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration.

2.2. The initial term for each particular Supplement shall be the first day of the month following the date LICENSEE has Commenced Installation of its Equipment at a particular location under a Supplement (the "Commencement Date") and shall be for an initial term of ten (10) years ("Supplement Initial Term"). The CITY and LICENSEE shall acknowledge in writing the Commencement Date (the "Acknowledgment"). Each Supplement shall automatically be extended for three (3) successive five (5) year renewal terms (each, a "Supplement Renewal Term") unless LICENSEE notifies the CITY in writing of LICENSEE's intent not to renew the Supplement at least thirty (30) days prior to the expiration of the then current term. The Supplement Initial Term and all Supplement Renewal Terms shall be collectively referred to herein as the "Supplement Term." Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplement in effect until their expiration or termination.

2.3 Holdover. Any holding over by LICENSEE after expiration or termination shall not be considered as a renewal or extension of this lease. Notwithstanding anything to the contrary in this Agreement and any associated Supplement, the occupancy of each Municipal Facility after expiration or termination shall continue, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to apply a reasonable increase in rent to bring the rent to fair market value, except to the extent that rent for a Municipal Facility would be, in the absence of this Agreement, governed by law or regulation, in which case the rent will be set in accordance with such law or regulation. Upon expiration or termination of this Agreement, the parties will negotiate in good faith the terms of a replacement agreement. If the parties have not reached agreement after one year of good faith negotiations, CITY may thereafter terminate the holdover with one year's written notice. Calculation of all prorated rents under this section shall be based on a 30-day month. Notice of any permitted increase in rent under this section shall be given in writing at least thirty (30) days prior to becoming effective.

3. REPRESENTATION CONCERNING SERVICES; TERMINATION WITHOUT CAUSE. At any time that LICENSEE ceases to operate as a provider of Telecommunications Services under Federal law, the CITY shall have the option, in its sole discretion and upon six months' written notice to LICENSEE, to terminate this Agreement and to require the removal of LICENSEE's Equipment from the ROW and from Municipal Facilities, including the cost of any site remediation, at no cost to the CITY, without any liability to LICENSEE related directly or indirectly to such termination.

4. SCOPE OF AGREEMENT. Any and all rights expressly granted to LICENSEE under this Agreement, which shall be exercised at LICENSEE's sole cost and expense, shall be subject to the prior and continuing right of the CITY under applicable Laws to use any and all parts of the ROW exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the ROW as of the date of

the individual Supplement, except that subsequent use of the ROW or a Municipal Facility by a third party shall not unreasonably interfere with LICENSEE's use.

4.1 Attachment to Municipal Facilities. LICENSEE will submit to the authorized representative of the CITY a proposed design for all proposed Small Cell installations that will include Equipment and Municipal Facilities LICENSEE proposes to use. Any proposed Equipment shall be included as part of an applicable Supplement submitted for approval.

4.1.1 If adequate Municipal Facilities do not exist for the attachment of Equipment, subject to obtaining appropriate permissions, LICENSEE may install its Equipment on other poles in the ROW lawfully owned and operated by third parties or on its own poles.

4.1.2 Subject to the conditions herein, the CITY hereby authorizes and permits LICENSEE to enter upon the ROW and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on identified Municipal Facilities and in the ROW for the purposes of operating the Network and providing Telecommunications Services.

4.1.3 To reduce the disruption to Municipal Facilities, LICENSEE may power its Equipment by using the power sources that service the existing Municipal Facilities and/or its components. Except as provided for in Section 5.4, the power used by LICENSEE's Equipment shall be determined on an individual site by site basis. All electrical work and installations related to the power sharing authorized by this Subsection 4.1.3 shall be performed by a licensed contractor that is approved by the CITY and in a manner that is approved by the CITY. LICENSEE shall make all requests for power sharing arrangements pursuant to this Subsection 4.1.3 in advance and in writing. LICENSEE shall reimburse the CITY, as provided in Subsection 5.4, for the increased power costs that the CITY incurs as a result of any power sharing authorized by this Subsection 4.1.3.

4.1.4 The CITY may approve or reject a proposed attachment of Equipment to specific Municipal Facilities for cause, or may place reasonable conditions on any such approval upon a specific size, location and manner of installation of the Equipment if it reasonably determines that (i) LICENSEE's use of the proposed use of Municipal Facilities is unsuitable or incompatible with the CITY's use of the Municipal Facilities; (ii) a Municipal Facilities has insufficient capacity based upon applicable industry, operational, safety, reliability or engineering standards, (iii) the Equipment materially jeopardizes the structural integrity of the Municipal Facilities and Replacement Pole (as defined below) is not reasonably feasible, (iv) the Equipment does not conform as closely as practicable with the design and color of the Municipal Facility, or (v) the proposed use of

Municipal Facilities violates any recorded private covenants and restrictions applicable to the location. The CITY shall approve or reject a proposed attachment of Equipment within 45 days of submission by LICENSEE of the proposed design.

4.1.5 If LICENSEE selects a Pole that the CITY determines, in its sole, but reasonable discretion, is structurally inadequate to accommodate Equipment, LICENSEE shall at its sole cost and expense replace the Pole (a "Replacement Pole") with one that is reasonably acceptable to and approved by the CITY and dedicate such Replacement Pole to the CITY; however, payment of the Replacement Pole costs does not provide LICENSEE with any ownership interest in the Replacement Pole. It is anticipated that LICENSEE shall be required to provide Replacement Poles at all locations, and that the Replacement Poles shall be designed and stamped by a Washington State Licensed Structural Engineer, and must physically conform to City of Spokane standards and specifications for public works construction. Replacement Poles will need to conform to the height restrictions imposed by the City and the arm height of the street light must conform to the existing arm height of the other street light structures in the adjacent area. If the Replacement Pole is damaged by LICENSEE and needs to be replaced, LICENSEE shall replace the Replacement Pole entirely at its expense within thirty (30) days (48 hours if a traffic pole) of the discovery of the damage. If the damage is caused by a third party, LICENSEE will replace the Pole within thirty (30) days (48 hours if a traffic pole) of the discovery of the damage and the City will reimburse LICENSEE the cost of a standard Pole. The City will own the original Pole and all Replacement Poles.

4.1.6 In the event of an emergency or to protect the public health or safety, prior to the CITY accessing or performing any work on a Municipal Facility on which LICENSEE has installed Equipment, the CITY may require LICENSEE to deactivate such Equipment if any of CITY's employees or agents must move closer to the Equipment than the recommended one foot minimum distance. In such case, CITY will contact LICENSEE at the contact telephone number referenced in §14.3 herein to request immediate deactivation. Once the work has been completed and the worker(s) have departed the exposure area, CITY shall inform Licensee as soon as possible that power may be restored.

4.2 Attachment to Third-Party Property. Subject to obtaining the written permission of the owner(s) of the affected property, and subject to the terms of the Franchise and this Agreement, the CITY hereby authorizes and permits LICENSEE to enter upon the ROW and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Equipment in or on poles or other structures lawfully owned and operated by public utility companies or other

property owners located within or outside the ROW as may be permitted by the public utility company or property owner, as the case may be. LICENSEE shall furnish to the CITY documentation in a form acceptable to the CITY of such permission from the individual utility or property owner responsible. A denial of an application for the attachment of Equipment to third-party-owned poles or structures, or installation of LICENSEE's own poles, in the ROW shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of LICENSEE's Equipment, except that Equipment must conform as closely as practicable with the design and color of existing poles in the vicinity of LICENSEE's Equipment and/or pole location.

4.3 Preference for Municipal Facilities. In any situation where LICENSEE has a choice of attaching its Equipment to either Municipal Facilities (which in all cases will be a Replacement Pole) or third-party-owned property in the ROW, LICENSEE shall use good faith efforts to attach to the Municipal Facilities, provided that (a) such Municipal Facilities are at least equally suitable functionally for the operation of the Network and (b) the use fee, construction and installation costs associated with such attachment over the length of the term are equal to or less than the fee or cost to LICENSEE of attaching to the alternative third-party-owned property. LICENSEE shall utilize existing Municipal Facilities and/or third-party-owned poles and conduit wherever possible. In the event that no suitable Municipal Facilities or third-party-owned poles are functionally suitable, subject to applicable laws, regulations, rules, resolutions and ordinances of the CITY and the provisions of the Franchise, LICENSEE may, at its sole cost and expense, install its own poles. Design, location and height of proposed LICENSEE poles shall be reviewed and subject to administrative approval by the CITY prior to installation. LICENSEE's Equipment and poles shall be subject to the CITY's zoning regulations and must conform as closely as practicable with the height, design and color of poles existing in the ROW in the vicinity of LICENSEE's Equipment or pole location. Subject to the terms and conditions of this Agreement and the applicable Supplement, LICENSEE will be responsible for all maintenance, repair and liability for all poles installed by LICENSEE in the ROW.

4.4 No Interference. LICENSEE in the performance and exercise of its rights and obligations under this Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the CITY, electroliers, cable television, location monitoring services, public safety and other then existing telecommunications equipment, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. The CITY shall not be liable to LICENSEE for any interruption of service or for any interference with the operation of the Equipment arising in any way out of the CITY's use, operation, maintenance, repair, removal or relocation of its poles or equipment in connection with the CITY's own public service needs

and requirements. Notwithstanding the foregoing, CITY agrees to work in good faith with LICENSEE to resolve any interference to or by LICENSEE.

4.5 Permits; Default. Whenever LICENSEE is in default of this Agreement or an applicable Supplement, after notice and applicable cure periods, in any of its obligations under this Agreement, the CITY may deny further encroachment, excavation or similar permits under this Agreement until such time as LICENSEE cures all of its defaults.

4.6 Compliance with Laws. LICENSEE shall comply with all applicable laws (including without limitation the CITY's building and zoning regulations), as such laws may be amended from time to time, in the exercise and performance of its rights and obligations under this Agreement.

4.7 No Authorization to Provide Other Services. LICENSEE represents, warrants and covenants that its Equipment installed pursuant to this Agreement and each Supplement will be utilized solely for providing the Telecommunications Services identified herein and any Information Services that may be provided over the Network, and LICENSEE is not authorized to and shall not use its Equipment to offer or provide any other services not specified herein.

4.8 Nonexclusive Use Rights. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to LICENSEE under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the CITY to use, and to allow any other person or persons to use, any and all parts of the ROW or Municipal Facilities, exclusively or concurrently with any other person or persons, except that subsequent use of the ROW or a Municipal Facility by a third party shall not unreasonably interfere with LICENSEE's use, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the ROW or Municipal Facilities now or at any time during the term of this Agreement, including, without limitation any Encumbrances granted, created or allowed by the CITY at any time.

5. COMPENSATION. LICENSEE shall be solely responsible for the payment of all lawful fees in connection with LICENSEE's performance under this Agreement, including those set forth below.

5.1 Rent. In order to compensate the CITY for LICENSEE's entry upon and deployment of Equipment within the ROW or on any Municipal Facilities, LICENSEE shall at the commencement of each Supplement Term, pay to the CITY, on an annual basis, an amount equal to (the "Rent"):

(a) Seven Hundred and 00/100 Dollars (\$700.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on the City owned Municipal Facility; or,

(b) Seven Hundred and 00/100 Dollars (\$700.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on a Replacement Pole (owned by the City); or,

(c) Three Hundred Fifty and 00/100 Dollars (\$350.00) per Municipal Facility, in the event the antennas are located on a Municipal Facility and the remaining Equipment and any associated apparatus is located off of the Municipal Facility; or,

(d) Three Hundred Fifty and 00/100 Dollars (\$350.00) for new structures in the Right-of-Way regardless of height, unless the new structure is the result of a mandated relocation in which case no charge will be imposed if the previous location was not charged; or,

(e) One Thousand Four Hundred Dollars (\$1,400.00) per Municipal Facility, in the event all Equipment and all associated apparatus are located on the City owned Municipal Facility, but the space for the equipment cabinets exceeds 17 cubic feet.

LICENSEE shall make the first payment of Rent under any Supplement within forty-five (45) days of the full execution of the Acknowledgment. Thereafter, Rent shall be paid on or before each anniversary of the Commencement Date during the Supplement Term. The CITY hereby agrees to provide to LICENSEE certain documentation (the "Rental Documentation") evidencing the CITY's interest in, and right to receive payments under, this Agreement, including without limitation: (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LICENSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (ii) other documentation requested by LICENSEE in LICENSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LICENSEE, the CITY agrees to provide updated Rental Documentation in a form reasonably acceptable to LICENSEE. Delivery of Rental Documentation to LICENSEE shall be a prerequisite for the payment of any rent by LICENSEE and notwithstanding anything to the contrary herein, LICENSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LICENSEE as provided herein.

5.2 Rent Adjustment. Effective on the first anniversary of the Commencement Date of any Supplement Term, and continuing annually thereafter during the applicable Supplement Term, the Rent for the then existing Supplement shall be increased by two percent (2%) over the Rent paid for the immediately preceding year.

5.3 Leasehold Excise Tax. LICENSEE shall also be responsible for paying the Washington State Leasehold Excise Tax imposed pursuant to Chapter 82.29A RCW, if applicable.

5.4 Reimbursement of CITY's Increased Power Costs. Reimbursement to the CITY for LICENSEE's usage of electrical power shall be based upon the plate rating of the Equipment installed pursuant to this Agreement and the initial rates shall be as follows:

<u>Category</u>	<u>Maximum Plate Rating (Watts)</u>	<u>Monthly Rate Per Pole</u>	<u>Quarterly Rate Per Pole</u>
1	Up to 75	\$ 4.00	\$ 12.00
2	76 – 149	\$ 8.00	\$ 24.00
3	150 – 225	\$12.00	\$ 36.00

The reimbursement of power shall be paid to the CITY on a calendar quarterly basis and shall be based upon the number of poles that LICENSEE has installed its Equipment on as of the first day of each calendar quarter and that are using the CITY's electric power times the applicable rate as indicated in this Section. The applicable rates charged by this subsection, as the same may be adjusted in the following sentence, shall not exceed the applicable rates for LICENSEE's permitted use as filed with the PUC or its successor. The CITY may increase the power fee charged by this subsection if the applicable rate as filed with the PUC is greater than the rate provided for in this subsection by 25% or more. Any such change in rates shall take effect on July 1 of each year.

5.5 Payment. The Rent and Power Cost Fee shall be paid by check made payable to City of Spokane and mailed or delivered to the Asset Management Director, at the address provided for in Section 10 below. The place and time of payment may be changed at any time by CITY upon 30 days' written notice to LICENSEE. Mailed payments shall be deemed paid upon the date such payment is officially postmarked by the United States Postal Service. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt. LICENSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

Notwithstanding the foregoing, upon agreement of the parties, LICENSEE may pay rent by electronic funds transfer and in such event, the CITY agrees to provide to

LICENSEE bank routing information for such purpose upon request of LICENSEE.

5.6 Delinquent Payment. If LICENSEE fails to pay any amounts due pursuant to this Agreement within 45 days from the due date, LICENSEE will pay, in addition to the unpaid fees, a sum of money equal to two percent (2%) of the amount due, including penalties and accrued interest, for each month and/or fraction thereof during which the payment is due and unpaid.

5.7 Additional Remedies. The remedy provisions set forth in §5.6 above are not exclusive, and do not preclude the CITY from pursuing any other or additional remedy in the event that payments become overdue by more than 60 days.

6. CONSTRUCTION. LICENSEE shall comply with all applicable Federal, State, and local codes (including without limitation CITY building and zoning codes) related to the construction, installation, operation, maintenance, and control of LICENSEE's Equipment installed in the ROW and on Municipal Facilities. Except as otherwise provided herein, LICENSEE shall not attach, install, maintain, or operate any Equipment in or on the ROW and/or on Municipal Facilities without the prior written approval of an authorized representative of the CITY for each location.

6.1 Commencement of Installation and Operation. LICENSEE shall Commence Installation of its initial Small Cell approved by the CITY no later than two (2) years after the mutual execution of an applicable Supplement, and shall Commence Operation no later than six (6) months after LICENSEE Commences Installation, which such dates delayed for due to any force majeure event. Failure of LICENSEE to Commence Installation or Commence Operation of the applicable Small Cell as provided above shall permit CITY to terminate the affected Supplement upon thirty (30) days notice to LICENSEE unless within such thirty (30) day period, LICENSEE shall Commence Installation or Commence Operation, as applicable. Notwithstanding the foregoing, LICENSEE's obligations under this §6.1 shall be conditioned upon LICENSEE's completion of its due diligence with regard to a particular Small Cell.

6.2 Obtaining Required Permits. The attachment, installation, or location of the Equipment in the ROW may require governmental permits. Prior to doing any work or construction or installation or location of any Equipment authorized by this Agreement, LICENSEE shall apply for and obtain required permits and pay any required standard and customary permit fees. CITY shall promptly respond to LICENSEE's requests for permits and shall otherwise cooperate with LICENSEE in facilitating the deployment of the Network in the ROW in a reasonable and timely manner; provided, as part of the permitting process, the CITY may impose such conditions and regulations as are necessary for the purpose of protecting any structures in the ROW, proper restoration of such ROW and structures, the protection of the public, and the continuity of pedestrian or vehicular traffic.

6.3 Relocation and Displacement of Equipment. LICENSEE understands and acknowledges that the CITY may require LICENSEE to relocate one or more of its Equipment installations. LICENSEE shall at the CITY's direction and upon one hundred eighty (180) days prior written notice to LICENSEE, relocate such Equipment at LICENSEE's sole cost and expense whenever CITY reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of a the CITY or other public agency project; (b) because the Equipment is interfering with or adversely affecting proper operation of CITY-owned Poles, traffic signals, communications, or other Municipal Facilities; or (c) to protect or preserve the public health or safety; provided, in the event the CITY reasonably determines that the Equipment is interfering with or adversely affecting proper operation of CITY-owned Poles, traffic signals, communications, or other Municipal Facilities, the CITY may, in its reasonable discretion require immediate removal of the Equipment if the same is not cured within forty eight (48) hours following written notice by CITY. In any such case, CITY shall use reasonable efforts to afford LICENSEE a reasonably equivalent alternate location. If LICENSEE shall fail to relocate any Equipment as requested by the CITY in accordance with the foregoing provision, CITY shall be entitled to remove or relocate the Equipment at LICENSEE's sole cost and expense, without further notice to LICENSEE. LICENSEE shall pay to the CITY actual costs and expenses incurred by the CITY in performing any removal work and any storage of LICENSEE's property after removal within thirty (30) days of the date of a written demand for this payment from the CITY. To the extent the CITY has actual knowledge thereof, the CITY will attempt promptly to inform LICENSEE of the displacement or removal of any Pole on which any Equipment is located. If the Municipal Facility is damaged or downed for any reason, and as a result is not able to safely hold the Equipment, the CITY will have no obligation to repair or replace such Municipal Facility for the use of LICENSEE's Equipment. LICENSEE shall bear all risk of loss as a result of damaged or downed Municipal Facilities pursuant to §6.8 below, and may choose to replace such Municipal Facilities pursuant to the provisions of §4.1.5 above.

6.4 Relocations at LICENSEE's Request. In the event LICENSEE desires to relocate any Equipment from one Municipal Facility to another, LICENSEE shall so advise the CITY. The CITY will use reasonable efforts to accommodate LICENSEE by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement.

6.5 Damages Caused by LICENSEE. LICENSEE shall, at its sole cost and expense and to the satisfaction of the CITY: (a) remove, repair or replace any of its Equipment that is damaged or becomes detached; and/or (b) repair any damage to ROW, Municipal Facilities or other property, whether public or private, caused by LICENSEE, its agents, employees or contractors in their actions relating to attachment, operation, repair or maintenance of Equipment. If LICENSEE does

not remove, repair or replace such damage to its Equipment or to ROW, Municipal Facilities or other property within thirty (30) days following notice of the same, the CITY shall have the option, upon 30 days' prior written notice to LICENSEE, to perform or cause to be performed such removal, repair, or replacement on behalf of LICENSEE and shall charge LICENSEE for the actual costs incurred by the CITY. If such damage causes a public health or safety emergency, as reasonably determined by the CITY, the CITY may immediately perform reasonable and necessary repair or removal work on behalf of LICENSEE and will notify LICENSEE as soon as practicable; provided, no such repair work may only involve reattachment of LICENSEE's Equipment to a Pole or repair of the Pole itself, and shall not include any technical work on LICENSEE's Equipment. Upon the receipt of a demand for payment by the CITY, LICENSEE shall within 30 days of such receipt reimburse the CITY for such costs. The terms of this provision shall survive the expiration, completion or earlier termination of this Agreement.

6.6 Change in Equipment. If LICENSEE proposes to install Equipment which is different in any material way from the then-existing and approved Equipment, then LICENSEE shall first obtain the written approval for the use and installation of the unauthorized Equipment from an authorized representative of the CITY, which approval shall not be unreasonably withheld, conditioned or delayed. In addition to any other submittal requirements, and if requested by the CITY, LICENSEE shall provide "load" (structural) calculations for all Poles upon which it intends to install Equipment in the ROW, notwithstanding original installation or by way of Equipment type changes. Notwithstanding the foregoing, LICENSEE may modify its Equipment with like-kind or similar Equipment without prior written approval of the CITY provided the same does not materially and adversely change the design characteristics of the Municipal Facility.

6.7 Termination of a Supplement. LICENSEE shall have the right to terminate any Supplement on thirty (30) days notice to the CITY. In the event of such termination, LICENSEE shall remove its Equipment in accordance with §6.8 below and the CITY shall retain any Rent paid to such date.

6.8 Removal of Equipment. Within 60 days after the expiration or earlier termination of a Supplement, LICENSEE shall promptly, safely and carefully remove the Equipment from all Municipal Facilities and ROW. Such obligation of LICENSEE shall survive the expiration or earlier termination of this Agreement. If LICENSEE fails to complete this removal work pursuant to this Section, then the CITY, upon written notice to LICENSEE, shall have the right at the CITY's sole election, but not the obligation, to perform this removal work and charge LICENSEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. LICENSEE shall pay to the CITY actual costs and expenses incurred by the CITY in performing any removal work and any storage of LICENSEE's property after removal within thirty days of the date of a written demand for this payment from the CITY. After the CITY receives the reimbursement payment from LICENSEE for the removal work performed by the

CITY, the CITY shall promptly make available to LICENSEE the property belonging to LICENSEE and removed by the CITY pursuant to this Section at no liability to the CITY. If the CITY does not receive reimbursement payment from LICENSEE within such thirty days, or if CITY does not elect to remove such items at the CITY's cost after LICENSEE's failure to so remove pursuant to this Section, or if LICENSEE does not remove LICENSEE's property within 30 days of such property having been made available by the CITY after LICENSEE's payment of removal reimbursement as described above, any items of LICENSEE's property remaining on or about the ROW, Municipal Facilities, or stored by the CITY after the CITY's removal thereof may, at the CITY's option, be deemed abandoned and the CITY may dispose of such property in any manner by Law. Alternatively, the CITY may elect to take title to abandoned property, provided that LICENSEE shall submit to the CITY an instrument satisfactory to the CITY transferring to the CITY the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6.9 Risk of Loss. LICENSEE acknowledges and agrees that LICENSEE, subject to the terms of this Agreement bears all risks of loss or damage or relocation or replacement of its Equipment and materials installed in the ROW or on Municipal Facilities pursuant to this Agreement from any cause, and the CITY shall not be liable for any cost of replacement or of repair to damaged Equipment, including, without limitation, damage caused by the CITY's removal of the Equipment, except to the extent that such loss or damage was caused by the willful misconduct or negligence of the CITY, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in §7.2 below.

6.10 Access. Prior to LICENSEE accessing its Equipment for non-emergency purposes at any time, LICENSEE shall provide telephonic notice to the City Street Department. In the event of an emergency at any time, LICENSEE will, if time permits, attempt to provide prior telephonic notice to the City Street Department. In the event LICENSEE is unable to provide such notice, LICENSEE will notify the City Street Department following such access.

7. INDEMNIFICATION AND WAIVER. LICENSEE agrees to indemnify, defend, protect, and hold harmless the CITY, its commission members, officers, and employees from and against any and all claims, demands, losses, including Pole warranty invalidation, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from LICENSEE's activities undertaken pursuant to this Agreement, except to the extent arising from or caused by the negligence or willful misconduct of the CITY, its CITY Commission members, officers, employees, agents, or contractors.

7.1 Waiver of Claims. LICENSEE waives any and all claims, demands, causes of action, and rights it may assert against the CITY on account of any loss, damage,

or injury to any Equipment or any loss or degradation of the Telecommunications Services or Information Service as a result of any event or occurrence which is beyond the reasonable control of the CITY.

7.2 Waiver of Subrogation. The parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to Municipal Facilities, Small Cell or to the ROW, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the parties, or either of them. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by either party concerning the Municipal Facilities, Small Cell or the ROW shall waive the insurer's right of subrogation against the other party.

7.3 Limitation on Consequential Damages. Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise

8. SECURITY FOR PERFORMANCE. Before any construction begins in the ROW by LICENSEE, and if requested by CITY, LICENSEE shall provide the CITY with performance bonds, and if considered necessary by the CITY, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the CITY, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Washington, and acceptable to the CITY and shall be kept in place for the duration of the work.

9. INSURANCE. LICENSEE shall obtain and maintain at all times during the term of this Agreement Commercial General Liability insurance with a limit of \$2,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including premises-operations, contractual liability, personal injury and products completed operations; and Commercial Automobile Liability insurance covering all owned non-owned and hired vehicles with a limit of \$2,000,000 each accident for bodily injury and property damage. The Commercial General Liability insurance policy shall include the CITY, its commission members, officers, and employees as additional insured as respects any covered liability arising out of LICENSEE's performance of work under and/or activities undertaken pursuant to this Agreement. Licensor's additional insured status shall (i) cover Licensee's indemnification obligations under this Agreement; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Licensor,

its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Licensor, its employees, agents or independent contractors; and, (iii) not exceed Licensee's indemnification obligation under this Agreement, if any. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Upon receipt of notice from its insurer LICENSEE shall use its best efforts to provide the CITY with thirty (30) days prior written notice of cancellation if coverage is not replaced. LICENSEE shall be responsible for notifying the CITY of such cancellation.

9.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, LICENSEE shall file with the CITY the required certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

- (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and required coverage amounts;
- (b) that LICENSEE's required Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the CITY may possess, including any self-insured retentions the CITY may have; and any other insurance the CITY does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- (c) that LICENSEE's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the CITY.

The certificate(s) of insurance with endorsements and notices shall be mailed to the CITY at the address specified in §10 below.

9.2 Workers' Compensation Insurance. LICENSEE shall obtain and maintain at all times during the term of this Agreement statutory workers' compensation or qualified self insurance and employer's liability insurance in amounts of One Million Dollars (\$1,000,000) and shall furnish the CITY with a certificate showing proof of such coverage.

9.3 Insurer Criteria. Any insurance provider of LICENSEE shall be eligible to do business in the State of Washington and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A minus" Overall and a Financial Size Category of "VII."

Notwithstanding the forgoing, Licensee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement. In the event Licensee elects to self-insure its obligation under this Agreement to

include Licensor as an additional insured, the following conditions apply: (i) Licensor shall promptly and no later than thirty (30) days after notice thereof provide Licensee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Licensee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Licensor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Licensee; and (iii) Licensor shall fully cooperate with Licensee in the defense of the claim, demand, lawsuit, or the like.

9.4 Severability of Interest. “Severability of interest” or “separation of insureds” clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

10. NOTICES.

10.1 Method and Delivery of Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail; or (b) by means of prepaid overnight delivery service, addressed as follows:

if to the CITY:

City of Spokane
Asset Management
Attn: Director
808 West Spokane Falls, Blvd.
Spokane, WA 99201

if to LICENSEE:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Site No. City of Spokane Small Cell MLA (WA)
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Site No. City of Spokane Small Cell MLA (WA)
208 S. Akard Street
Dallas, TX 75202-4206

10.2 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

11. DEFAULT; CURE; REMEDIES.

11.1 Licensee Default and Notification. This Agreement is granted upon each and every condition herein and each of the conditions is a material and essential condition to the granting of this Agreement. Except for causes beyond the reasonable control of LICENSEE, if LICENSEE fails to comply with any of the conditions and obligations imposed hereunder, and if such failure continues for more than 30 days after written demand from the CITY to commence the correction of such noncompliance on the part of LICENSEE, the CITY shall have the right to revoke and terminate this Agreement, if such failure is in relation to the Agreement as whole, or any individual Supplement, if such failure is in connection solely with such Supplement, in addition to any other rights or remedies set forth in this Agreement or provided by law.

11.2 Cure Period. If the nature of the violation is such that it cannot be fully cured within 30 days due to circumstances not under LICENSEE's control, the period of time in which LICENSEE must cure the violation shall be extended for such additional time reasonably necessary to complete the cure, provided that: (a) LICENSEE has promptly begun to cure; and (b) LICENSEE is diligently pursuing its efforts to cure. The CITY may not maintain any action or effect any remedies for default against LICENSEE unless and until LICENSEE has failed to cure the breach within the time periods provided in these Sections 11.1 and 11.2.

11.3 Licensors Default. If CITY breaches any covenant or obligation of CITY under this Agreement in any manner and if CITY fails to commence to cure such breach within thirty (30) days after receiving written notice from LICENSOR specifying the violation (or if CITY fails thereafter to diligently prosecute the cure to completion), then LICENSEE may enforce any and all of its rights and/or remedies provided under this Agreement or by law.

12. ASSIGNMENT. This Agreement shall not be assigned by LICENSEE without the express written consent of the CITY, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of LICENSEE to an Affiliate or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the ROW is located by reason of a merger, acquisition or other business reorganization (collectively, "Exempted Transfers") shall not require the consent of the CITY.

13. RECORDS; AUDITS.

13.1 Records Required by Code. LICENSEE will maintain complete records pursuant to all applicable Laws.

13.2 Additional Records. The CITY may require such additional reasonable non-confidential information, records, and documents from LICENSEE from time to time as are appropriate in order to reasonably monitor compliance with the terms of this Agreement.

13.3 Production of Records. LICENSEE shall provide such records within twenty (20) business days of a request by the CITY for production of the same unless additional time is reasonably needed by LICENSEE, in which case, LICENSEE shall have such reasonable time as needed for the production of the same. If any person other than LICENSEE maintains records on LICENSEE's behalf, LICENSEE shall be responsible for making such records available to the CITY for auditing purposes pursuant to this Section.

14. MISCELLANEOUS PROVISIONS. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

14.1 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

14.2 Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

14.3 Contacting LICENSEE. LICENSEE shall be available to the staff employees of any CITY department having jurisdiction over LICENSEE's activities 24 hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The CITY may contact by telephone the network control center operator at telephone number 800-832-6662 regarding such problems or complaints.

14.4 Most Favored Rates. The CITY hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof that none of the rates or fees offered to any other entity with respect to Equipment installations on Municipal Facilities is or will be more favorable to such entity than those imposed on LICENSEE under this Agreement. If the CITY agrees to a rate or fee that is more favorable than those

imposed on LICENSEE under this Agreement, then LICENSEE shall be entitled under this Agreement to such rate or fee on and after such rate or fee becomes effective upon a written amendment to this agreement signed by both CITY and LICENSEE.

14.5 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Washington, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state or federal courts of Spokane County, Washington having jurisdiction over such suits.

14.6 Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

14.7 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

14.8 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in § 4.2 above. This Agreement shall not be revocable or terminable except as expressly permitted herein.

14.9 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

14.10 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

14.11 Public Records. LICENSEE acknowledges that the CITY is subject to the requirements of Chapter 42.56 RCW (the "Public Records Act") and that information submitted to the CITY may be open to public inspection and copying under state law, including the Act. LICENSEE may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the CITY as confidential. LICENSEE shall prominently mark any information for which it claims confidentiality with the word

“Confidential” on each page of such information prior to submitting such information to the CITY. Subject to its obligations under the Public Records Act, the CITY shall treat any information so marked as confidential until the CITY receives any request for disclosure of such information. Within five working days of receiving any such request, the CITY shall provide LICENSEE with written notice of the request, including a copy of the request. LICENSEE shall have ten working days within which to provide a written response to the CITY, before the CITY will disclose any of the requested confidential information. The CITY retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws. In no case shall the CITY be liable to LICENSEE for damages of any kind relating to the CITY’s lawful release of information or records in response to a public records request.

14.12 Non-Exclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

14.13 No Third-Party Beneficiaries. It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the CITY with respect to third parties shall remain as imposed by state law.

14.14 Construction of Agreement. The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement shall be construed in accordance with the fair meaning of its terms.

14.15 Effect of Acceptance. LICENSEE (a) accepts and agrees to comply with this Agreement and all applicable federal, state and local laws and regulations; (b) agrees that this Agreement was granted pursuant to processes and procedures consistent with applicable law; and (c) agrees that it will not raise any claim to the contrary or allege in any claim or proceeding against the CITY that at the time of acceptance of this Agreement any provision, condition or term of this Agreement was unreasonable or arbitrary, or that at the time of the acceptance of this Agreement any such provision, condition or term was void or unlawful or that the CITY had no power or authority to make or enforce any such provision, condition or term.

14.16 Time is of the Essence. Time is of the essence with regard to the performance of all of LICENSEE’s obligations under this Agreement.

14.17 Hazardous Materials. LICENSEE shall not generate, handle, store, or dispose of any Hazardous Materials on, under, or in the ROW except in accordance with any law, ordinance, rule or regulation of any governmental authority having jurisdiction of the Premises. LICENSEE shall comply with all environmental laws during the Term of the Agreement and any/all Supplements. All Hazardous Materials used, kept and stored on or about the ROW by LICENSEE shall be used, kept and stored in compliance with all environmental laws and in a manner that minimizes the likelihood of any release on, above, under or from the ROW. LICENSEE agrees to indemnify, defend (with counsel approved in writing by the CITY) and hold the CITY harmless from and against any and all loss, damage, liability and expense related to environmental conditions, Hazardous Materials or any other environmental laws and regulations resulting directly or indirectly from LICENSEE 's activities in the ROW.

The term "Hazardous Materials" as used herein shall include but not be limited to asbestos, flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances, and any other chemical, material or related substance, exposure to which is prohibited to regulated by any governmental authority having jurisdiction over the Facility, any substances defined as "hazardous substances," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by Superfund Amendments and Reauthorization Act 42 U.S.C. §6901, et seq.; the Hazardous Materials Transportation Act, 42 U.S.C. §6901, et seq.; Clean Air Act, 42 U.S.C. §7901, et seq.; Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; Clean Water Act, 33 U.S.C. §1251, et seq; the laws, regulations or rulings of the state in which the Small Cell is located or any local ordinance affecting the Small Cell; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances.

14.18 Authority to Sign. CITY hereby designates, and authorizes, the Director of Asset Management to execute all Supplements entered into under this Agreement. This designation and authorization may be changed by CITY upon written notice to LICENSEE.

14.19 Police Powers. LICENSEE's rights hereunder are subject to the police powers of the CITY to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and LICENSEE agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the CITY or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The CITY shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police powers. The CITY further reserves the right to exercise its police powers, notwithstanding anything in this Agreement to the contrary, and any conflict between the provisions of this Agreement and any other present or future lawful exercise of the CITY's police powers shall be resolved in favor of the latter; provided, however, that LICENSEE shall not be required to apply any new laws or ordinances to existing Equipment unless required by law.

[Signature page follows]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be legally executed in duplicate this _____ day of _____, 20____.

CITY:

CITY OF SPOKANE, a Washington
municipal corporation

By: _____
Name: David Condon
Title: Mayor

ATTEST:

APPROVED AS TO FORM:

Clerk

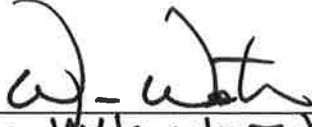
Assistant City Attorney

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: 
Name: WAYNE WOOTEN
Title: DIRECTOR

Exhibits:

Exhibit A – Supplement

EXHIBIT A

FORM OF SUPPLEMENT

SUPPLEMENT

This Supplement ("Supplement"), made this _____ day of _____, 20____ ("Effective Date") between _____ the City of Spokane, a Washington municipal corporation, hereinafter designated "City" and _____, d/b/a _____, with its principal offices at _____, hereinafter designated "Licensee":

1. Supplement. This is a Supplement as referenced in that certain Small Cell License Agreement between City and Licensee dated _____, _____ ("Agreement"). All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. Project Description and Locations. Licensee shall have the right to use the ROW for a Small Cell at the designated areas in the ROW as further described in Attachment 1 attached hereto (the "Licensed Area").
3. Equipment. The Small Cell to be installed at the Licensed Area is described in Attachment 1 attached hereto.
4. Term. The term of this Supplement shall be as set forth in Paragraph 2.2 of the Agreement.
5. Fees. The initial Rent for the term of this Supplement shall be _____, as determined in accordance with Paragraph 5.1 of the Agreement, as adjusted by Paragraph 5.2.
6. Commencement Date. The first day of the month following the date Licensee has Commenced Installation of its Equipment at the Licensed Area.
7. Approvals/Fiber. It is understood and agreed that Licensee's ability to use the Licensed Area is contingent upon its obtaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory fiber and electrical connection which will permit Licensee use of the Licensed Area as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Licensee is canceled, expires, lapses, or is

otherwise withdrawn or terminated by governmental authority; (iii) Licensee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Licensee determines that it will be unable to obtain in a satisfactory manner, or maintain any fiber or power connection; or (v) Licensee determines that the Licensed Area is no longer technically compatible for its use, Licensee shall have the right to terminate this Supplement. Notice of Licensee's exercise of its right to terminate shall be given to Licensee in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. All rentals paid to said termination date shall be retained by the City. Upon such termination, this Supplement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of Rent to the City.

8. Miscellaneous._____.

[Signature page follows]

EXECUTED to be effective as of the date shown above.

CITY:

CITY OF SPOKANE,
a Washington municipal corporation

By: _____
Name: _____
Title: _____

LICENSEE:

[NAME]

By: _____
Name: _____
Title: _____

Exhibits:
Attachment 1

Attachment 1

Licensed Area

Within the City of Spokane's recognized geographical boundary.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2018

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

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

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
018566-GAW-CRT-18-19		INSURER(S) AFFORDING COVERAGE	
X		INSURER A : Old Republic Insurance Company	
X		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard Street, Room 1830.06 Dallas, TX 75202		NAIC # 24147	

COVERAGES **CERTIFICATE NUMBER:** CHI-008941794-03 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MWZY 313636	06/01/2018	06/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313635 MWZX 313637 (MI)	06/01/2018 06/01/2018	06/01/2019 06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 313638 00	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Workers' Compensation / Employers' Liability			MWXS 313639 (OH, WA) See Second Page	06/01/2018	06/01/2019	EL Each Accident / EL Disease \$ 1,000,000 EL Disease-Policy Limit \$ 1,000,000

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

City of Spokane, its commission members, officers and employees is/are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured. Waiver of Subrogation is provided for General Liability, Automobile Liability and Workers' Compensation as required by written contract and allowable by law. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance. General Liability contains a Cross Liability/Severability of Interest Clause but only to the extent dictated by policy terms, exclusions, and conditions.

RECEIVED
MAY 29 2018

CERTIFICATE HOLDER City of Spokane 808 West Spokane Falls Blvd Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED New Cingular Wireless PCS, LLC One AT&T Plaza 208 South Akard Street, Room 1830.06 Dallas, TX 75202
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation - MWXS 313639 (OH-WA)
Self-Insured Retentions
OH & WA - \$500,000,000 (except Terrorism)
OH & WA - \$600,000,000 Terrorism

Excess Automobile Liability - MWZX 313637 (MI)
Combined Single Limit - \$1,000,000
Self-Insured Retention - \$1,000,000

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

06/25/2018

<u>Date Rec'd</u>	6/13/2018
<u>Clerk's File #</u>	OPR 2018-0374
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	HOUSING & HUMAN SERVICES
<u>Contact Name/Phone</u>	MATT DAVIS 6815
<u>Contact E-Mail</u>	MRDAVIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	1680-SOAR RFP AWARD RECOMMENDATION

Agenda Wording

CHHS is requesting Council's approval of the SOAR RFP Evaluation Committee's recommendation to award Catholic Charities of Eastern Washington \$55,374 and Goodwill Industries of the Inland Northwest \$54,626 in accordance with their joint proposal.

Summary (Background)

On February 5, 2018 City Council approved a special budget ordinance for SSI/SSDI Outreach, Access, and Recovery (SOAR) programming (\$110,000). On 4/27/18, CHHS released a competitive request. Applications were due to the CHHS Department by 5/30/18. The CHHS Department offered two technical assistance workshops to interested parties on May 8th and May 9th. Applicants were offered one-on-one technical assistance through 5/18/18. All materials were posted on the CHHS website.

<u>Fiscal Impact</u>		Grant related?	YES	<u>Budget Account</u>	
		Public Works?	NO		
Expense	\$	110,000		#	0300-95487-65430-54201-99999
Select	\$			#	
Select	\$			#	
Select	\$			#	
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		KEENAN, KELLY		<u>Study Session</u>	F&A - 06/18/2018
<u>Division Director</u>		KINDER, DAWN		<u>Other</u>	
<u>Finance</u>		DAVIS, LEONARD		<u>Distribution List</u>	
<u>Legal</u>		DALTON, PAT		tdanzig	
<u>For the Mayor</u>		DUNIVANT, TIMOTHY		cbrown	
<u>Additional Approvals</u>				chhsaccounting@spokanecity.org	
<u>Purchasing</u>				kkeenan	
<u>GRANTS & CONTRACT MGMT</u>		AGA, LAURA		dkinder	

Briefing Paper

Finance Committee

Division & Department:	Neighborhood and Business Services Division – Community, Housing, and Human Services Department
Subject:	SSI/SSDI Outreach, Access, and Recovery (SOAR) RFP Award Recommendation
Date:	6/6/2018
Author (email & phone):	Matt Davis (mrdavis@spokanecity.org ext. 6815)
City Council Sponsor:	CM Lori Kinnear
Executive Sponsor:	Kelly Keenan
Committee(s) Impacted:	Public Safety and 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)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
Strategic Initiative:	Reduce Homelessness / Safe and Healthy
Deadline:	6/25/2018 – Anticipated project start date 8/1/18.
Outcome: (deliverables, delivery duties, milestones to meet)	CHHS is requesting City Council's approval to award \$110,000 in SOAR funding to Catholic Charities of Eastern Washington (\$55,374) and Goodwill Industries of the Inland Northwest (\$54,626) to execute the priorities outlined in the funding notice for the SOAR RFP released April 27, 2018.
Background/History: On February 5, 2018 City Council approved a special budget ordinance to fund at least 1 FTE for SSI/SSDI Outreach, Access, and Recovery (SOAR) programming (\$110,000). On April 27, 2018, the CHHS Department released a competitive request for proposals to utilize this funding to meet the community identified around access to SSI/SSDI benefits for individuals experiencing homelessness in Spokane. Applications were due to the CHHS Department on May 30, 2018. The CHHS Department offered two technical assistance workshops to interested parties on May 8 th and May 9 th . Applicants were offered one-on-one technical assistance through May 18, 2018. All materials were posted on the CHHS website.	
Executive Summary: <ul style="list-style-type: none"> CHHS Staff recruited an ad hoc RFP evaluation committee composed of local experts and stakeholders in SOAR including representatives from City Council, the CHHS Department and Board, the Spokane Continuum of Care, the Downtown Spokane Partnership, the Social Security Administration, Disability Determination Services, and the DSHS Community Services Office to review applications. The RFP requested proposals to support, at minimum, one position dedicated towards connecting clients within the community to benefits through the SOAR process and advancing Spokane's SOAR initiative. The CHHS Department received 3 proposals in response to the notice of funding availability. 1 proposal constituted a partnership between two agencies. All 4 applicant agencies associated with the 3 proposals passed the CHHS Department's financial risk assessment component of the review. Application materials were sent to SOAR RFP Evaluation Committee members on Friday, June 1, 2018 along with a scoring tool to assist in the evaluation process. The SOAR RFP Evaluation Committee met on June 7, 2018 to review applications and finalize the award recommendation. 	

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source: SBO from City Council.

Other budget impacts: None.

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: None.

Known challenges/barriers: None.

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

06/25/2018

Date Rec'd

6/12/2018

Clerk's File #

OPR 2018-0375

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #**Contact Name/Phone**

GEORGE DAHL 6036

Project #**Contact E-Mail**

GDAHL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1680 - CDBG PUBLIC SERVICE PROJECT RENEWAL RECOMMENDATIONS

Agenda Wording

CHHS is seeking City Council approval to renew Community Development Block Grant (CDBG) funding for six public services projects that were originally awarded funds for 7/1/17 - 6/30/18.

Summary (Background)

CHHS staff evaluated the six CDBG funding public services projects for outcomes achieved and compliance with the City's funding agreements. The initial results of that evaluation were reviewed by the Evaluation and Review Committee on May 1, 2018. Final recommendations will go before the CHHS Board on June 6, 2018. The final recommendation supports the renewal of all six CDBG funded public services projects (see attached table).

Fiscal Impact

Grant related? YES

Public Works? NO

Budget Account

Expense \$ 355,474.00

1690-95806-51010-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

KEENAN, KELLY

Study Session

Finance - 6/18/18

Division Director

KINDER, DAWN

Other**Finance**

DAVIS, LEONARD

Distribution List**Legal**

RICHTMAN, JAMES

cbrown

For the Mayor

DUNIVANT, TIMOTHY

cpfortmiller

Additional Approvals

chhsaccounting@spokanecity.org

Purchasing**GRANTS &
CONTRACT MGMT**

BROWN, SKYLER

Briefing Paper

Finance Committee

Division & Department:	Neighborhood & Business Services Division – Community, Housing, and Human Services Department
Subject:	CDBG Public Service Project Renewal Recommendations
Date:	June 6, 2018
Author (email & phone):	George Dahl (gdahl@spokanecity.org / 625-6036)
City Council Sponsor:	N/A
Executive Sponsor:	Kelly Keenan
Committee(s) Impacted:	Public Safety & 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)	2015-2020 Consolidated Plan for Community Development 2015-2020 Strategic Plan to End Homelessness
Strategic Initiative:	Safe and Healthy
Deadline:	June 25, 2018 – Renewal funding anticipated start date 7/1/18.
Outcome: (deliverables, delivery duties, milestones to meet)	These renewals allow partner agencies to continue providing critical public services while stakeholders continue preparing for the five-year NOFA.
Background/History: CHHS is seeking City Council approval to renew Community Development Block Grant (CDBG) funding for six public services projects that were originally awarded funds for 7/1/17 – 6/30/18. The renewals will provide support for the projects from 7/1/18 – 6/30/19 at which time the new awards associated with the first CHHS five-year grant cycle will begin.	
Executive Summary: <ul style="list-style-type: none"> In December 2016, City Council approved funding recommendations for 17 public services projects. Those awards were made using a combination of Human Service Grant (HSG) funds and CDBG funds based on risk assessment and agency capacity to administer public funds. Of the 17 awards, ten were HSG funded, six were CDBG funded, and one was jointly funded. CDBG funded projects carried a 7/1/17 – 6/30/18 term. In 2017, CHHS staff began to engage with stakeholders in planning for changes to the funding cycles administered by the Department, with the intent to maximize community impact, achieve alignment with strategic planning documents, and to gain greater capacity for program delivery and evaluation. One of the most significant features of the changes is a movement to a five-year funding for service-based projects, rather than a one or two-year funding. The Notice of Funding Availability for the five-year funding will be released in fall of 2018 and the resulting grant awards will begin 7/1/19. In order to bridge the gap between when the 2017 CDBG funded public services awards end (6/30/18) and when the first five-year awards will begin, CHHS has planned to renew support for funding projects for 12 months, through 6/30/19 based on performance evaluations. CHHS staff evaluated the six CDBG funding public services projects for outcomes achieved and compliance with the City's funding agreements. The initial results of that evaluation were reviewed by the Evaluation and Review Committee on May 1, 2018. Final recommendations will go before the CHHS Board on June 6, 2018. The final recommendation supports the renewal of all six CDBG funded public services projects 	

(see attached table) and any projects with unspent funds after 6/30/18 will have their renewal amount reduced by the amount of unspent funds.

- If approved, renewal funding for these projects will be provided starting 7/1/18.
- All renewals will be subject to ongoing evaluations and compliance with the City's funding agreements.
- HSG funding public services renewals were approved by City Council in December 2017.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source: N/A

Other budget impacts: None.

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: None.

Known challenges/barriers: None.

Agency	Program	Renewal Amount	Renewal Term
Greater Spokane County Meals on Wheels	Senior Meals	\$ 50,400.00	7/1/18-6/30/19
Second Harvest	Services to City Outlets and Agencies	\$ 87,074.00	7/1/18-6/30/19
SNAP	Homeownership Program	\$ 70,000.00	7/1/18-6/30/19
Transitions	EduCare	\$ 68,000.00	7/1/18-6/30/19
Transitions	New Leaf Bakery	\$ 50,000.00	7/1/18-6/30/19
Transitions	Women's Hearth	\$ 30,000.00	7/1/18-6/30/19
Total Renewal Amount		\$ 355,474.00	

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

06/25/2018

Date Rec'd

5/31/2018

Clerk's File #

ORD C35639

Renews #**Submitting Dept**

HUMAN RESOURCES

Cross Ref #**Contact Name/Phone**

CHRIS CAVANAUGH 6383

Project #**Contact E-Mail**

CCAVANAUGH@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

0620 SPECIAL BUDGET ORDINANCE FOR 3RD QUARTER RANGE CHANGES

Agenda Wording

0620 Special Budget Ordinance for 3rd Quarter Range Changes

Summary (Background)

This ordinance is needed to implement quarterly classification and pay adjustments in accordance with approved union agreements, City policies, and as approved by management.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 2,016

4320-30210-35141-05370

Expense \$ 6,405

0650-51100-58200-02570

Expense \$ 2,752

4700-41400-58610-02570

Expense \$ 643

0410-34200-14810-01220

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

CAVANAUGH, CHRISTINE

Study Session**Division Director**

CAVANAUGH, CHRISTINE

Other

Finance Committee 6/18

Finance

BUSTOS, KIM

Distribution List**Legal**

DALTON, PAT

For the Mayor

DUNIVANT, TIMOTHY

Additional Approvals**Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

ORDINANCE NO C35639

An ordinance amending Ordinance No. C-35565, 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.

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 Development Services Center, General Fund, and Sewer 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 Development Services Center, and the budget annexed thereto with reference to the Development Services Center, the following changes be made:

FROM:	4700-30210	Development Services Center	
	24100-59951	Reserve for Budget Adjustment	<u>\$ 2,752</u>
TO:	4700-41400	Development Services Center	
	58610-02570	Assistant Planner II (from Grade 40 to 41 M&P-B)	2,752
			<u>\$ 2,752</u>

Section 2. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

TO:	0650-51100	General Fund – Planning Services	
	58200-02570	Assistant Planner II (from Grade 40 to 41M&P-B)	<u>\$0</u>

Section 3. That in the budget of the Sewer Fund, and the budget annexed thereto with reference to the Sewer Fund, the following changes be made:

FROM:	4320-30210	Riverside Park Water Reclamation Facility	
	35141-59951	Reserve for Budget Adjustment	<u>\$ 4,426</u>
TO:	4320-30210	Riverside Park Water Reclamation Facility	
	35141-05370	Facility Inventory Foreperson (from Grade 38 to 40 Local 270)	2,016
	4320-30210	Riverside Park Water Reclamation Facility	
	35148-06520	WW Instrumentation & Data Supervisor (from Grade 46 to 48 M&P-B)	2,410
			<u>\$ 4,426</u>

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to implement classification and pay adjustments in accordance with approved union agreements and City policies, 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

Finance & Administration Committee

Division & Department:	Human Resources Department
Subject:	3 rd Quarter Range Changes
Date:	5/31/18
Author (email & phone):	Chris Cavanaugh x6383
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Finance
Type of Agenda item:	<input 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 Initiative:	
Deadline:	6/4/2018
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of 3 rd Quarter Range Changes
Background/History: <i>All range changes with current incumbents need to be approved by City Council.</i>	
Executive Summary: <ul style="list-style-type: none"> SPN 537 Facility Inventory Foreperson going from Range 38 to Range 40 of Local 270 SPN 257 Assistant Planner II going from Range 40 to Range 41 of M&P-B SPN 122 Taxes and Licenses Specialist going from Range 31 to Range 32 of M&P-B SPN 652 (Wastewater) Instrument and Data Supervisor going from Range 46 to Range 48 of M&P-B 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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

06/25/2018

Date Rec'd

6/12/2018

Clerk's File #

RES 2018-0054

Renews #**Submitting Dept**

PLANNING

Contact Name/Phone

ANDREW 625-6991

Contact E-Mail

AWORLOCK@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0650- RESOLUTION APPROVING CATALYST BUILDING DEVELOPMENT

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

A resolution approving an agreement between the City and South Landing Building A, LLC, relating to the development of the Catalyst Building and relating to certain public infrastructure costs.

Summary (Background)

South Landing Building A, LLC plans to construct the Catalyst Building, a five story, 160,000 sq ft building that will house higher education, professional office & technology uses in Spokane's U-District. Based on the findings of public benefits expected from the Project, the Project Review Committee recommended \$305,260 be awarded to the Project and applied to eligible public improvement costs related to the Project as outlined in Admin 0650-16-02.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Expense \$ 305,260.00

1920-30210-58700-54201-20903

Expense \$ 125,000.00

3200-49407-42800-54201-99999

Select \$

#

Select \$

#

Approvals**Dept Head**

TRAUTMAN, HEATHER

Division Director

KINDER, DAWN

Finance

ALBIN-MOORE, ANGELA

Legal

RICHMAN, JAMES

For the Mayor

DUNIVANT, TIMOTHY

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

6-11-18 Urban

Distribution List

aworlock@spokanecity.org

htrautman@spokanecity.org

sbishop@spokanecity.org

dnorman@spokanecity.org

smsimmons@spokanecity.org

kemiller@spokanecity.org

johnl@mckinstry.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The Development Agreement also provides an additional \$125,000 in reimbursement for public infrastructure cost related to a waterline upsizing in Riverside Avenue.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION NO. 2018-0054

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY AND SOUTH LANDING BUILDING A, LLC, RELATING TO DEVELOPMENT OF THE CATALYST BUILDING, AND RELATING TO CERTAIN PUBLIC INFRASTRUCTURE COSTS.

WHEREAS, in connection with plans to construct the Catalyst Building, a five story plus partial ground level building with approximately 160,000 square feet of floor area and a building footprint of approximately 30,000 square feet that will house higher education, professional office and technology uses in Spokane's University District (the "Project"), South Landing Building A, LLC (the "Developer") applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, and in order to induce South Landing Building A, LLC to construct the new building, the Project Review Committee recommended a financial incentive of \$305,260.00 be awarded to the Project and applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02.

WHEREAS, the City Council accepted the Project Review Committee's recommendation regarding South Landing Building A, LLC's incentive application on June 11, 2018 at the Urban Experience Committee meeting. Staff proceeded to prepare a development agreement with South Landing Building A, LLC, setting forth the terms and conditions under which the \$305,260.00 incentive will be applied to eligible public improvements costs related to the Project, subject to final approval by Council as outlined in Admin 0650-16-02.

WHEREAS, pursuant to RCW 35.21.703, Washington's legislature has declared that it shall be in the public purpose for all cities to engage in economic development activities.

WHEREAS, Chapter 36.70A RCW, commonly known as the Growth Management Act, includes as a planning goal the encouragement of economic development and the promotion of economic opportunity for all citizens of the state.

WHEREAS, pursuant to other provisions of State law, including chapter 39.89 RCW relating to community revitalization financing, and RCW 82.02.050-.090 relating to certain development impact fees, Washington cities are authorized to participate in the cost of financing public improvements where the cities' participation will encourage private investment in the surrounding area and are further authorized, pursuant to Chapter 36.70B RCW, to enter into development agreements obligating a party to fund or provide infrastructure.

WHEREAS, the Project will cause both direct and indirect public benefits and can reasonably be expected to make a significant difference in stimulating economic growth and the creation of new jobs within the City. In addition to a direct benefit to the City in

terms of increased sales and property tax revenues, indirect benefits include encouraging redevelopment of brownfield and other underutilized properties, activation of the area around the south landing of the new University District Gateway Bridge, contributing to Spokane's growing innovation economy focused on growth of health sciences and technology related industries, providing a local model for sustainable development at both the building and district level and providing development that contributes to the public realm by providing additional street level amenities.

WHEREAS, separately, the City has identified public improvements in Grant Street, Riverside Avenue and Sheridan within the vicinity of the south landing of the University District Gateway Bridge which are needed to support desired private investment and development and with the support of the University District Public Development Authority has allocated up to \$900,000 for infrastructure investment for this purpose. Included within these improvements are the upsizing of the existing water line in Riverside Avenue from a 6" to 8" waterline with an estimated cost of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000).

WHEREAS, the City and Developer, recognize the mutual benefits of having the waterline upsizing work coordinated and completed concurrently with the Developer's Public Improvements and have therefore agreed that the waterline work will be added and included in the Developer's public improvements with reimbursement by the City to the Developer for the completion of said work in the amount of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000).

WHEREAS, the City is specifically authorized to enter into development agreements with property owners pursuant to RCW 36.70B.170 through .210 and Chapter 17A.060 SMC as a proper exercise of the City's police power;

WHEREAS, the Project is consistent with the requirements of the City's Comprehensive Plan and applicable development regulations;

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The foregoing recitals and the contents of the attached Development Agreement are hereby adopted as the Council's findings in support of this Resolution.
2. The Development Agreement is hereby approved and the Mayor is hereby authorized to execute it on behalf of the City.

ADOPTED by the Spokane City Council this _____ day of _____,
20____.

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A

Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and South Landing Building A, LLC, a Washington State limited liability company, as "Developer", collectively referred to as the "Parties".

Recitals

A. Developer owns property located near the south landing of the new University District Gateway Bridge on the north side of Riverside Avenue at Sheridan Street, in Spokane, Washington (the "Property"). A legal description of the Property is set forth in Exhibit A.

B. The Developer proposes the construction of a five story plus partial ground level building with approximately 160,000 square feet of floor area and a building footprint of approximately 30,000 square feet. Occupants will include higher education, professional office and technology uses and will include a small amount of retail and service use (the "Project"). The project will be developed on a 2.7 acre parcel located just east of the south landing of the new University District Gateway Bridge.

C. The Project is compatible and consistent with the countywide planning policies adopted pursuant to RCW 36.70A.210 and the City of Spokane Comprehensive Plan and development regulations adopted under Chapter 36.70A RCW and Title 17 of the Spokane Municipal Code. Developer and the City acknowledge that development of the Project will promote economic development as contemplated by RCW 35.21.703, will encourage further private development to include increasing fair market value of real property in the vicinity of the Project, and is consistent with and carries out the purposes of RCW 36.70B.170.

D. In connection with plans to develop the Project, Developer applied for a development incentive pursuant to the City's Projects of Citywide Significance Incentive Policy. Based on the findings of public benefits expected to result from the Project, and in order to induce Developer to develop the Project, the Project Review Committee recommended a financial incentive of \$305,260.00 be awarded to the Project and applied to eligible public improvement costs related to the Project, as outlined in Admin 0650-16-02.

E. Following the Project Review Committee's recommendation, staff negotiated a development agreement with Developer setting forth the terms and conditions under which the \$305,260.00 incentive will be applied to eligible public improvements costs related to the Project, subject to final approval by Council as outlined in Admin 0650-16-02.

F. Pursuant to RCW 35.21.703, Washington's legislature has declared that it shall be in the public purpose for all cities to engage in economic development activities.

G. Chapter 36.70A RCW, commonly known as the Growth Management Act, includes as a planning goal the encouragement of economic development and the promotion of economic opportunity for all citizens of the state.

H. Pursuant to other provisions of State law, including chapter 39.89 RCW relating to community revitalization financing, and RCW 82.02.050-.090 relating to certain development impact fees, Washington cities are authorized to participate in the cost of financing public improvements where the cities' participation will encourage private investment in the surrounding area and are further authorized, pursuant to Chapter 36.70B RCW, to enter into development agreements that obligate a party to fund or provide infrastructure.

I. The Project will cause both direct and indirect public benefits and can reasonably be expected to make a significant difference in stimulating economic growth and the creation of new jobs within the City.

J. Separately, the City has identified public improvements in Grant Street, Riverside Avenue and Sheridan within the vicinity of the south landing of the University District Gateway Bridge which are needed to support desired private investment and development and with the support of the University District Public Development Authority has allocated up to \$900,000 for infrastructure investment for this purpose. Included within these improvements are the upsizing of the existing water line in Riverside Avenue from a 6" to 8" waterline with an estimated cost of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000).

K. The City and Developer, by mutual agreement wish to have the waterline upsizing work and the Developer's Public Improvements coordinated and completed concurrently and have therefore agreed that the waterline work will be added and included in the Developer's public improvements with reimbursement by the City to the Developer for the completion of said work in the amount of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000).

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise required:

(a) "Applicable Rules" means those provisions set forth in the City of Spokane Comprehensive Plan and Title 17 of the Spokane Municipal Code. Applicable Rules shall not include any requirements set forth in any of the following: the Americans With

Disabilities Act, Chapter 19.27 RCW – the State Building Code, and building, fire, plumbing or electrical codes explicitly adopted by the City, and fees (to include utility connection fees) associated with the development of land.

(b) “Subsequent Project Approvals” means all Project approvals required by law or City policy after approval of this Agreement to construct the Project including, but not limited to, clearing and grading permits, preliminary and final subdivision approval, binding site plan approval, building permits and occupancy permits (as applicable), as defined by state law and local ordinance.

2. Construction of the Project.

(a) Developer Covenants. Developer shall, at no cost or expense to the City, diligently perform and fully complete development and construction of the Project according to approved plans and permits, and in compliance with the Applicable Rules. Provided all such development and construction shall be subject to Subsequent Project Approvals. The Project shall remain subject to all Subsequent Project Approvals required to complete the Project. Subsequent Project Approvals shall be made pursuant to the Applicable Rules and this Agreement. Developer shall obtain all required permits prior to commencing construction of the Project. Except as expressly set forth herein, this Agreement shall not be construed as a waiver of any of the conditions of development or use of the Property, nor shall this Agreement relieve Developer from Developer’s obligations to comply with rules and regulations applicable to the Property and Developer’s development of the same, and to secure such authorizations and permits as may be imposed as a condition of any work being performed on the Property. Provided, further, the parties agree, as provided for in RCW 36.70B.170(4), that the City reserves the authority, regardless of the definition of Applicable Rules in this Agreement, to impose new or different regulations during the term of this Agreement to the extent required by a serious threat to the public health and safety.

(b) Public Benefits. As part of the Project, Developer will make significant public dedications and investment in public infrastructure to include utilities and other improvements, all of which will provide a public benefit to residents and visitors.

(c) Reservations of Authority. Notwithstanding any other provision of this Agreement, the following shall apply to the development of the Property, provided however, that nothing in this Agreement shall diminish Developer’s rights for vesting by submission of a complete building permit application pursuant to RCW 19.27.095.

(i) Procedural regulations which are not substantive relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(ii) Regulations governing construction standards and specifications as follows: the Washington State Building Code, Uniform Plumbing Code, National Electrical

Code, and International Fire Code as may be amended except as they relate to standards modified by the City in the Approval.

(iii) Taxes, fees or assessments (including mitigation fees) which apply uniformly throughout the City or within a defined area of benefit which includes the Property.

3. Term. This Agreement shall commence on the date it is fully executed by the Developer and the City and shall be deemed terminated and of no further effect upon the occurrence of (i) mutual agreement of the parties, or (ii) three (3) years from the date of execute of this Agreement by all the parties hereto.

4. Public Improvements. Developer will construct or cause to be constructed the following public improvements within the public right-of-way (the "Improvements" or "Public Improvements"), subject to partial reimbursement by the City pursuant to the terms, limitations, and conditions of this agreement:

Public improvements eligible for reimbursement pursuant to City of Spokane Administrative Policy and Procedure re Projects of City Wide Significance Incentive Policy, ADMIN 0650-16-02 and conducted in the public-right-of-way related to the Project including but not limited to street improvements, water and sewer system construction and improvements, sidewalks, streetlights, landscaping, and streetscaping, storm water and drainage management systems, electric, gas, fiber, and other utility infrastructures.

The public improvements shall also include the removal and replacement of the existing 6" water line with a new 8" water line within Riverside Avenue between the University District Gateway Bridge pedestrian plaza and existing 8" water line in the vicinity of the Sheridan Street and Riverside Avenue intersection.

5. Construction of the Public Improvements. Developer shall cause the Public Improvements to be completed, in their entirety. The costs of the Improvements include but are not limited to costs of design, construction, permitting (which includes inspection and review fees from the City), insurance, bonds, professional fees (including attorney fees) and other reasonable costs incurred in the performance of this Agreement. The City shall not be responsible for design, construction, permitting and any other costs with respect to the Public Improvements in excess of the NTE Amount set forth in Section 6 herein below.

(a) Developer shall engage engineers or other professionals to design the Public Improvements in a manner consistent with the procedures and requirements set forth in Chapter 39.80 RCW. See Exhibit B. With respect to the Improvements to be transferred to the City upon their completion and acceptance, Developer shall provide an opportunity for the City to review and comment on those proposed designs prior to formal submission for administrative approval. Developer shall submit proposed designs to the City for administrative review and approval by officials designated by the City.

(b) The administrative review shall be for the purpose of determining if the designs meet or exceed applicable City design standards; provided, however, that City administrative approval of designs shall not be construed to subject the City to any liability to the Developer or any third party for defects in design. The City shall issue administrative decisions approving, denying or requesting modification of the proposed designs within twenty-one (21) calendar days after submission or those designs shall be conclusively deemed approved. In the event of administrative denial or request for modification, the City shall specify the basis for the decision and the Parties shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously.

(c) Developer shall use its reasonable business judgment, as it deems appropriate, in bidding, awarding and performing the work associated with the Public Improvements. All subcontractors (or a general contractor in lieu of multiple subcontractors) awarded a contract for work performed on the Public Improvements shall be selected by Developer or by a project manager on Developer's behalf, through a competitive bidding process with all qualified bids considered, which process shall be substantially similar to that used by the City for public works bidding, consistent with chapter 39.04 RCW. See Exhibit B. As a condition of the City's liability for or payment of any costs associated with the Public Improvements pursuant to this Agreement, payment for all labor in connection with the Public Improvements shall be on the basis of the State Prevailing Wage for each appropriate job classification. Developer shall pay or cause to be paid to all workers, laborers and mechanics employed to perform the construction of the Improvements not less than the prevailing rates of wages, as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic area. All payments for labor will be based on approved Affidavit of Wages Paid. Developer and any of its contractors/subcontractors involved in constructing the Public Improvements shall, as a condition of the City's payment for any costs associated with the Public Improvements, comply with the following: Developer and all contractors and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments and each voucher claim submitted by a contractor or subcontractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Upon completion of the Public Improvements, the contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

(d) In all contracts for the Public Improvements, Developer shall require contractors, or the general contractor and its subcontractors, to maintain all project information, records, and documents for a period of not less than six years from the date of Developer's final acceptance of the work, and the City shall have a right to direct audit of such information, records, and documents.

(e) Developer shall obtain payment and performance bonds to, respectively, guarantee payment of laborers, suppliers, materialmen, taxes and penalties and performance of the Public Improvements as generally set forth in RCW Chapter 39.08 (the "**Bonds**"). The Bonds shall be issued in an amount equal to the agreed amount to be paid for the Improvements and list the City of Spokane as obligee. In the event of a

default (defined herein) by the Developer (including its contractor retained to construct the Improvements), Obligees may execute on the Bonds for the purpose of paying amounts due pursuant to RCW 39.08.010 and causing the Public Improvements to be completed using the bond proceeds and any other funds available to the City pursuant to this Agreement.

(f) Upon completion of the Public Improvements, Developer shall provide the City an accounting of the actual costs associated with the Public Improvements in a form determined by Developer consistent with its cost accounting practices and approved by the City as compatible with the requirements of the Washington State Auditor for audit purposes. The City shall within thirty (30) calendar days after receipt of the cost accounting, notify Developer in writing whether the City accepts, denies or requests modification of the accounting; providing, however, that in the event Developer does not receive a timely written response from the City within such time, then the actual costs associated with the Public Improvements shall be conclusively deemed accepted and approved. In the event the City refuses to accept any portion of the Public Improvements or denies or requests modification to the accounting, the City shall specify the basis for the decision and the City and Developer shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously. In the event that on the date designated for payment and reimbursement there is not resolved and if within ninety (90) calendar days of City receipt of notification there remain unresolved any issues relating to actual costs, then the City shall pay to Developer the actual costs requested by Developer for the Public Improvements less the amounts unresolved, which shall be placed in an interest bearing escrow set aside account designated by Developer. The amount in dispute shall then be submitted to binding arbitration, using the services and subject to the rules of the Judicial Arbitration and Mediation Service. If an arbitrator determines that Developer prevails in the accounting dispute, Developer shall be entitled to immediate disbursement of the escrow set aside and interest accrued therein, in the amount determined by the arbitrator. Notwithstanding the foregoing, in no case shall the City's payment obligation to the Developer exceed the NTE Amount.

6. Financing of the Public Improvements. Subject to the terms and conditions of this agreement, the Public Improvements shall be financed in part through payment by the City of a portion of the Developer's costs associated with construction of the Public Improvements identified in Section 4 above as follows: an amount not to exceed of Three Hundred Five Thousand Two Hundred Sixty and 00/100 Dollars (\$305,260.00) through the Projects of Citywide Significance program and an amount not to exceed One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00) from the City's Public Development Authority infrastructure investment fund for a total amount not to exceed of Four Hundred Thirty Thousand Two Hundred Sixty and 00/100 Dollars (\$430,260.00) (the total "NTE Amount"). The actual payment amount will be based upon the costs shown in Developer's invoices submitted to the City, subject to the NTE Amount. The City will make payments to Developer, within sixty (60) days after the receipt of Developer's application for payment, subject to the City's approval of the completed Public Improvements as substantially in accord with City standards, and subject to compliance with the terms of this agreement. Without limiting any of the foregoing, Developer's applications for reimbursement shall be subject to review by the City's Engineering Services Department

for the purpose of confirming reasonable prices for materials, equipment rentals and labor.

7. Inspection of Cost Records. Developer and its contractors and subcontractors shall keep available for inspection by City representatives the cost records and accounts pertaining to this agreement.

8. Actual Material Costs. The City's payment for any/all materials or equipment rentals under this agreement shall be on the basis of the actual cost incurred by Developer, its contractors and subcontractors, without any mark up. All payments for materials will be based on approved quantities as verified by City inspectors, and receipt of actual and verified material payment by Developer, its contractors and subcontractors, as the case may be.

9. Indemnity & Hold Harmless. Developer shall indemnify, defend, and hold the City, its officers, agents, and employees harmless from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, this Agreement and/or the construction of the Public Improvements, unless caused directly or indirectly by the City's negligence or intentional misconduct.

To the extent necessary to enforce Developer's indemnification obligations hereunder, Developer hereby agrees to waive immunity under Title 51 RCW. This provision has been specifically negotiated.



Developer's Initials

City's Initials

10. Insurance. At all times prior to City's approval of the completed Public Improvements, Developer shall cause to be maintained in force at Developer's own expense, each insurance noted below.

(a) Commercial general liability insurance with a combined single liability limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage. It shall include, at least, Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability for the indemnity provided under this agreement. It shall provide that the City, its officers, employees, contractors, agents, and such other persons or entities as the City may designate are additional insureds, but only with respect to the construction of the Public Improvements.

(b) There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from Developer or its insurer(s) to the City.

(c) Developer shall require any contractor working on the Public Improvements pursuant to this agreement to carry and maintain, at no expense to City: (a) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate; (b) comprehensive automobile liability insurance with limits for each occurrence of not less than \$1,000,000 with respect to personal injury or death and \$500,000 with respect to property damage; and (c) Worker's Compensation or similar insurance in form and amounts required by law.

(d) All the insurance required under this agreement shall be written as primary policies, not contributing with and not supplemental to the coverage that City may carry.

(e) Developer shall furnish its insurance carriers with a copy of this agreement to insure proper coverage. As evidence of the insurance coverages required by this agreement, Developer shall furnish acceptable insurance certificates to the City at the time this agreement is executed. The certificates shall specify all of the parties who are additional insured, will include applicable policy endorsements, and will include the 30-day cancellation clause. If Developer fails to perform any of its obligations under this Section 8, the City may perform the same and may deduct such expenditures from its reimbursements to Developer under this agreement. The City makes no representations that the types or amounts of coverage required to be carried by Developer pursuant to this Section are adequate to protect Developer. If Developer believes that any of such insurance coverage is inadequate, Developer will obtain, at Developer's sole cost and expense, such additional insurance coverage as Developer deems appropriate.

11. Additional Terms.

(a) Waiver. No officer, employee, agent or otherwise of either party has the power, right or authority to waive any of the conditions or provisions of this agreement. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this agreement or to require at any time performance by the other of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or any part hereof, or the right of the party entitled to performance to hereafter enforce each and every such provision. Either party's failure to insist upon the strict performance of any provision of this agreement or to exercise any right based upon breach hereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this agreement.

(b) Modification. No modification or amendment to this agreement shall be valid until the same is reduced to writing, in the form of an amendment, and executed with the same formalities as this present agreement.

(c) Assignment. Neither party may assign or transfer in whole or in part, its interest in this agreement without the express written consent of the other party.

(d) Compliance with Laws. The Parties hereto specifically agree to observe Federal, State and local laws, ordinances and regulations, to the extent that they may have any bearing on either providing any money under the terms of this agreement or the services actually provided under the terms of this agreement. This agreement shall not be construed or interpreted as a waiver of any conditions or requirements applicable to the Project. The City reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

(e) Nondiscrimination. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

(f) Anti-Kickback. No officer or employee of the Parties, having the power or duty to perform an official act or action related to this agreement, shall have or acquire any interest in this agreement, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this agreement.

(g) Notices. All notices called for or provided for in this agreement shall be in writing and must be served on any of the Parties either personally or by certified mail. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

(h) Venue Stipulation. This agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement of this agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

(i) Headings. The article headings in this agreement have been inserted solely for purposes of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

(j) 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. The Parties have read and understand all of this agreement, and now state that no representation, promise, or agreement not expressed in this document has been made to induce the Parties to execute the same.

(k) Relationship of the Parties. The Parties intend that an independent contractor relationship will be created by this agreement. The City is interested only in the results that could be achieved and the conduct and control of all work and services provided by Developer will be solely with Developer. No agent, employee, servant or otherwise of Developer hereto shall be deemed to be an employee, agent, servant, or otherwise of the City for any purpose, and the employees of Developer are not entitled to any of the benefits that the City provides for City employees. Developer will solely and entirely be responsible for its acts and the acts of its agents, employees, servants, subcontractors, or otherwise, during the performance of this agreement. Nothing herein shall create a contractual relationship or privity between the City and any contractors engaged by Developer.

[Signature Page Follows]

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: 6/14/18

DEVELOPER

South Landing Building A, LLC

By: Dean Allen DAVE WOOD

Its: Managing Member

Exhibit A

Legal Description of Property

THAT PORTION OF BLOCKS 1 AND 2, FIRST ADDITION TO THE THIRD ADDITION TO THE RAILROAD ADDITION, AS PER PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 23, RECORDS OF SPOKANE COUNTY, AND OF VACATED SHERIDAN STREET ADJOINING ON THE WEST, AND OF VACATED HATCH STREET BY VACATION ORDINANCE NO. 31181 ADJOINING ON THE EAST, AND OF THE VACATED STREET (RIVERSIDE AVENUE) BETWEEN SAID BLOCKS 1 AND 2 VACATED BY ORDINANCE NO. C-8968, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 1, LYING SOUTH 00°10'40" WEST, A DISTANCE OF 15.92 FEET FROM THE NORTHWEST CORNER THEREOF; THENCE NORTH 00°10'40" EAST ALONG SAID WEST LINE AND SAID LINE EXTENDED, AND ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 125.96 FEET, TO THE POINT OF INTERSECTION OF THE WEST LINE OF LOT 13, BLOCK 2, OF SAID FIRST ADDITION TO THE THIRD ADDITION TO THE RAILROAD ADDITION, WITH THE SOUTH LINE OF LOT 1, BLOCK 3 OF SAID ADDITION, EXTENDED EAST; THENCE NORTH 89°59'24" WEST ALONG THE EXTENDED SOUTH LINE OF SAID LOT 1, BLOCK 3, A DISTANCE OF 37.50 FEET TO A POINT OF INTERSECTION WITH THE CENTER LINE OF SAID VACATED SHERIDAN STREET; THENCE NORTH 00°10'40" EAST, ALONG SAID CENTER LINE OF VACATED SHERIDAN STREET, A DISTANCE OF 70.88 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 50.00 FEET SOUTHERLY OF, AND AT RIGHT ANGLES TO, THE CENTER LINE OF THE EASTBOUND MAIN LINE TRACK OF THE BNSF RAILWAY COMPANY (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) AS THE SAME EXISTED ON JULY 10, 1990 (ESTABLISHED DATE FROM CONVEYANCE OF THE PROPERTY FROM BURLINGTON NORTHERN RAILROAD COMPANY TO GLACIER PARK COMPANY); THENCE NORTHEASTERLY ALONG A LINE LYING 50.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID EASTBOUND MAINLINE TRACK, AN ARC DISTANCE OF 346.60 FEET, TO A POINT ON THE EAST LINE OF SAID BLOCK 2; THENCE NORTH 78°08'50" EAST, A DISTANCE OF 38.425 FEET, TO A POINT ON THE EAST LINE OF SAID VACATED HATCH STREET; THENCE SOUTH 00°46'10" WEST ALONG SAID EAST LINE OF VACATED HATCH STREET, A DISTANCE OF 179.29 FEET, TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THAT CERTAIN PARCEL CONVEYED TO INTERNATIONAL HARVESTER COMPANY BY DEED DATED APRIL 10, 1951, RECORDED MAY 8, 1951 IN VOLUME 611 OF DEEDS, PAGE 332; THENCE NORTH 89°59'24" WEST, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID INTERNATIONAL HARVESTER COMPANY PARCEL, A DISTANCE OF 188.49 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID INTERNATIONAL HARVESTER COMPANY PARCEL; THENCE SOUTH 00°36'17" WEST, ALONG THE WEST LINE OF SAID INTERNATIONAL HARVESTER

COMPANY PARCEL, A DISTANCE OF 64.43 FEET; THENCE NORTH 89°59'24" WEST, A DISTANCE OF 152.35 FEET TO THE POINT OF BEGINNING; TOGETHER WITH LOTS 2, 3, 4, 5, 6 AND 7, BLOCK 3, FIRST ADDITION TO THE THIRD ADDITION TO THE RAILROAD ADDITION, AS PER PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 23, RECORDS OF SPOKANE COUNTY;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

TOGETHER WITH LOT 8, 9, 10 AND 11, BLOCK 3, FIRST ADDITION TO THIRD ADDITION TO RAILROAD ADDITION, AS PER PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 23, RECORDS OF SPOKANE COUNTY;

EXCEPTING THEREFROM THAT PART OF LOTS 8, 9, 10 AND 11 LYING NORTH OF THE PRODUCED SOUTHERLY LINE OF LOT 1 IN SAID BLOCK 3.

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

TOGETHER WITH THOSE PORTIONS OF LOTS 1, 8, 9, 10 AND 11, BLOCK 3, FIRST ADDITION TO THE THIRD ADDITION TO THE RAILROAD ADDITION, AS PER PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 23, RECORDS OF SPOKANE COUNTY;

TOGETHER WITH VACATED SHERIDAN STREET AND THAT CERTAIN UNPLATTED PROPERTY LYING ADJACENT TO SAID LOTS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 3; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1 AND ITS WESTERLY EXTENSION TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 11, BLOCK 3; THENCE NORTHERLY ALONG SAID WEST LINE AND ITS NORTHERLY EXTENSION TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 50.0 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, BURLINGTON NORTHERN RAILROAD COMPANY'S (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY'S) EASTBOUND MAIN LINE MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH THE CENTERLINE OF VACATED SHERIDAN STREET; THENCE SOUTH ALONG SAID CENTER LINE TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 1, BLOCK 3; THENCE WESTERLY TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

Exhibit B

PROCUREMENT PROCESS SUMMARY

1. Selection of Engineering Team.

(a) Developer shall obtain engineering services from persons and firms through a written request that describes the general scope and nature of the Improvement. The request shall seek Statement of Qualifications/Proposals ("**Proposals**") for the engineering services. The Developer shall evaluate the Proposals submitted by firms, conduct discussions with one or more firms regarding the required services, and select the most highly qualified firm.

(b) Developer shall retain the selected firm to prepare design documents for the Improvements.

2. Construction Services.

(a) The Developer shall interview general contractors with experience in constructing the Improvements. The Developer based upon the interview and other relevant considerations shall retain a general contractor to perform the requested work.

(b) Following completion of the design documents, the general contractor shall solicit bids from subcontractors to construct the Improvements. Subcontractors who submit the lowest responsible bids, based upon the reasonable discretion of the contractor, shall be selected for the work. The general contractor may self-perform work provided the general contractor provides the work at costs equal to or below amounts received from subcontractors.

3. Prevailing Wages and Retainage.

Prevailing wages shall be paid laborers and a 5% retainage shall be withheld from the NTE Amount according to state law.

Briefing Paper

Urban Development Committee

Division & Department:	Planning and Development Department, NBS Division
Subject:	Catalyst Building Project of Citywide Significance Incentive Recommendation
Date:	June 11, 2018
Author (email & phone):	Andrew Worlock (aworlock@spokanecity.org ; 625-6991)
City Council Sponsor:	Ben Stuckart, Council President
Executive Sponsor:	Gavin Cooley, CFO
Committee(s) Impacted:	Urban Development
Type of Agenda item:	X 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)	The project is aligned to the Strategic Plan (Encouraging Private Investment: Partnering with large investors to support catalytic development projects; and Investing in PDAs); the City's adopted Economic Development Strategy (Council Resolutions 2015-0084 and 2015-0101) and the Projects of Citywide Significance Incentive Policy (Council Resolution 2016-0036; ADMIN 0650-16-02)
Strategic Initiative:	Economic Growth
Deadline:	NA
Outcome: (deliverables, delivery duties, milestones to meet)	Development agreement between City of Spokane and project sponsor to document the City's agreement to participate in the cost of financing public improvements and/or to waive or provide credits against certain development fees related to the Catalyst Building project at the south landing of the University District Gateway Bridge. The cities' participation will encourage private investment in the project and result in both direct and indirect public benefits.
Background/History: The Catalyst Building is the first in a series of proposed developments in the South University District at the south landing of the University District Gateway Bridge. The Catalyst will also be the first office building in the State of Washington constructed out of cross laminated timber (CLT) which will be manufactured by the Katerra Corporation's new CLT factory in the Spokane Valley. The building is intended to demonstrate the possibilities of the integration of economic vitality, regional sustainability and energy efficiency. Parking will be provided on an adjacent parcel. The five story building will have 163,000 square feet of floor area overall, with a building foot print of approximately 33,000 square feet. Occupants will include higher education, professional office, and technology. A small amount of retail/restaurant space will be provided as an amenity to the building tenants and visitors. The applicant is Dean Allen, managing partner of the South Landing Building A LLC. The project improvement costs are estimated to be \$50,000,000.	
Executive Summary: <ul style="list-style-type: none"> <i>The project has been evaluated in accordance with the Projects of Citywide Significance Incentive policy and is eligible for an incentive award based on the significant public benefits that will result from the project as outlined in the attached staff report.</i> <i>The Project Review Committee recommends the City participate in the cost of eligible public improvements related to the project in the amount of \$305,260. Funding will be provided from the Financial Partnership Portfolio Fund.</i> <i>A Development Agreement will be prepared to document the City's participation and will be brought forward to Council approval as a legislative agenda item at a later date.</i> <i>The Development Agreement will also contain additional funding for public infrastructure within Riverside Avenue through a public-private partnership agreement using City PDA funds. \$125,000 of qualified improvement costs will be reimbursed contingent on the Developer's</i> 	

- *All work reimbursed through the Project of Citywide Significance fund or City PDA fund will be subject to approval and prevailing wages will apply.*

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

Known challenges/barriers:

Catalyst Building Project
PROJECT REVIEW COMMITTEE RECOMMENDATION

Evaluation Matrix Score: 120

Incentive Value: \$305,260

Pursuant to the Projects of Citywide Significance Incentive Policy, the Project Review Committee, hereby:

- ☒ Accepts and concurs with the staff recommendations, evaluation matrix score and determination of financial incentive value, and adopts these recommendations as our own findings for the reasons stated.
- ☐ Accepts and concurs with the staff recommendations, evaluation matrix score and determination of financial incentive value, and adopts these recommendations as our own findings for the reasons stated, with the following modifications:

Project Review Committee Members:


Ben Stuckart, City Council President

5/14/18
Date:


Candace Mumm, City Council

5/14/18
Date:


Rick Romero, Office of the Mayor

5/21/18
Date:


Dawn Kinder, Director
Neighborhood and Business Services Division

5/14/18
Date:

cc: Heather Trautman, Director, Planning & Development
Applicant

The Catalyst Building

Projects of Citywide Significance

Staff Report and Recommendation

May 10, 2018



Staff

Andrew Worlock
Planning & Development Services
Economic Development Section

Applicant

Dean Allen
South Landing Building A, LLC
5005 3rd Ave S,
Seattle WA 98102.

Introduction

The City of Spokane's Projects of Citywide Significance program is designed to help incent and encourage significant private development projects that add lasting value to the City and achieve measurable positive impacts by bringing new livable wage jobs, generating tax revenue, and advancing the community's visions. The program was created by Spokane City Council, Resolution 2015-0101 and follows the Projects of Citywide Significance Incentive Policy administrative procedures contained within City of Spokane Administrative Policy and Procedure, Admin 0650-16-02.

Project Description

The Catalyst Building is the first in a series of proposed developments in the South University District at the south landing of the University District Gateway Bridge, the new bicycle and pedestrian bridge under construction over the BNSF railroad tracts. The Catalyst will also be the first office building in the State of Washington constructed out of environmentally friendly cross laminated timber (CLT) which will be manufactured by the Katterra Corporation's new CLT factory in the Spokane Valley. The building is intended to demonstrate the possibilities of the integration of economic vitality, regional sustainability and energy efficiency. Parking will be provided on an adjacent parcel. The five story building will have 163,000 square feet of floor area overall, with a building foot print of approximately 33,000 square feet. Occupants will include higher education, professional office, and technology. A small amount of retail/restaurant space will be provided as an amenity to the building tenants and visitors.

Location & Context

The Catalyst Building will be developed on a 2.7 acre parcel located just east of the south landing of the new University District Gateway Bridge on the north side of Riverside Avenue at Sheridan Street. The site was originally acquired by the Avista Corporation in the 1990's for use as an electrical substation site. In 2016, following the work completed for the City of Spokane and University District Development Association by Maul Foster and Alongi Inc. on the University District Redevelopment Implementation Strategy, Avista transferred the property to a subsidiary organization, Avista Development. Avista Development subsequently acquired five additional parcels to bring their total holdings in the immediate area to about 5.5 acres overall. For the Catalyst building, Avista Development has partnered with long-time McKinstry executives Dean Allen and Bill Teplicky and formed a separate entity, the South Landing Building A, LLC, to develop the project. Eastern Washington University (EWU) will be the building's primary tenant, moving their Computer Science, Electrical Engineering and Visual Communication Design (VCD) programs from its Cheney campus to the new Spokane location. Avista and Katterra will be tenants in the building as well.

The project site and surrounding area are located in an area commonly referred to as the south University District. The area's development character reflects several distinct development stages going back over a century and a quarter. Originally the area was platted into residential lots in the early 1880's and sporadically developed with relatively modest single family homes following the pattern of Spokane's other inner city streetcar neighborhoods that flourished thru Spokane's boom period into the 1920's and early 1930's. As a trolley route and the primary east west route through the Spokane valley, Sprague Avenue became a business corridor, attracting business development in support of the surrounding residential neighborhoods within the East Central and Downtown areas. As Spokane's economy changed and the automobile became the dominant transportation mode for the region, the south University District

area transitioned towards transportation oriented commercial and light industrial uses supporting the downtown and nearby resource based industries. This trend continued till the 1960's when Interstate 90 was completed thru Spokane, isolating the area from the rest of the East Central neighborhood and reducing the appeal of the area for business use due to limited access and reduced exposure to travelers on the new interstate. Compounded by concerns regarding environmental contamination from past commercial uses, shallow bedrock and decline of vitality, the area became vulnerable to and began to suffer from urban blight and decay. While some limited development has occurred over the past several decades, most of the new business investment that's been attracted to Spokane has bypassed the area.

In the early 1990's Spokane's University District began to emerge and take shape around the State of Washington's investments in the new Riverpoint Campus between the Spokane River and BNSF railroad tracks. As the public investment in higher education institutions increased heading into the 2000's, City leaders quickly began to recognize the economic development potential of the south University District area and the opportunity it offered to support private investment and job growth thru technology transfer and commercialization of the research occurring within the University campus buildings. Local efforts focused on refining the community vision and planning infrastructure investments and placemaking to support the vision. In 2005, the City adopted the University District Master Plan. In 2009, the University District Development Association a not for profit organization was formed followed by the creation of a tax increment financing district (the "UDRA") under the State's Local Revitalization Finance Act. In 2012, the City completed the South University District –Sprague Corridor Investment Strategy and later that year formed the University District Public Development Authority. Funding for the University District Gateway bridge construction was approved in 2015 and construction began in the Spring of 2017 and will be completed in the Fall of 2018. The Avista property was included in the 2014 University District Redevelopment Implementation Strategy, referenced above, which helped identify strategies to promote redevelopment and led to a multi-agency Memorandum of Understanding for the University District Gateway Bridge South Landing Catalyst Development. The Catalyst Building will be the first major, privately backed development project to follow on this work and begin to express the shared community vision.

Other Incentive Awards or Programs Available to the Project

The Catalyst Building, by virtue of its location in University District Target Investment Area is eligible for and likely to receive City incentives in addition to the Projects of Citywide Incentive. These include the General Facility Charge (GFC) waivers (waives system development charges for new sewer and water connections) and potential participation through the University District Revitalization Area and/or PDA funding for infrastructure improvements in the Sprague, Sheridan and Riverside Avenue area.

Financial Partnership Portfolio Evaluation Matrix

Project Based Incremental Revenue

This category measures the project's contribution to City revenue and potential return on investment. To receive any points in this category, a project must generate a three year total incremental revenue value of at least \$250,000. Projects with over \$1million in three year incremental revenue receive 30 points. The three year total incremental revenue resulting from the project is estimated at \$1,026,301. Therefore, **30 points are awarded to the project in this category.**

Job Creation

The applicant has provided an estimate of the number of jobs by type and average salary for the completed project (see application). The completed building is estimated to bring over 1,180 jobs to the project, including approximately 650 students employed by university or professors within the building. Of these, it is expected that 45 percent will have salaries at or above living wage (>130% median per capita income)

A percentage of the Catalyst Building jobs will result from the relocation of existing programs from the EWU Cheney campus and also from relocation of Avista and Katerra employees who are already in the area. Though the new building is clearly intended to allow the relocated programs to grow and expand over time and some new positions will be added, only a fraction of the 1,180 jobs can be considered new. For purposes of this analysis, we have assumed that at the outset only one out of ten (10%) of the 1,180 positions are new which means there will be approximately 118 new jobs. Approximately 45% of those

will be at or above living wage. Based on this, the job creation points (10 points for greater than 100 new jobs) are multiplied by 4 (the living wage job creation multiplier when 40 – 59% of jobs meet the living wage standard) resulting in a **category score of 40 points**.

Comp Plan, Design and the Environment

The project qualifies under the following criteria:

- Brownfield Redevelopment 5 points
- Innovative or exemplary site design 5 points
- Design includes enhanced public amenities 5 points
- Incorporation of Low Impact Development Standards 5 points
- Incorporation of adopted green building standards 5 points
- Transit Oriented Development 5 points

Total Category Score: 30 points

Industry Cluster Advancement

The proposed use is part of the Technology industry, an identified priority industry cluster. **The resulting category score is 10 points.**

Geographic Priority Areas

The project is located in the University District Target Incentive Area. **The resulting category score is 10 points.**

Special Considerations Bonus

None.

Total Project Matrix Score: 120 points.

Incentive Value Calculations

The project's total matrix score (120 points) and 3-year revenue return to the City (\$1,026,232,403) are used to calculate the incentive value for the project as shown in the Table I below. By scoring in the top category (85+ points) the project warrants a base incentive of **\$100,000** plus **20%** of the three year revenue (\$205,260) for a total incentive value of **\$305,260**.

Table I. Matrix Score

Values-Based Score	120
Revenue (3-Year)	\$1,026,301

Point Score:	Base Incentive	ROI Multiplier	ROI-Based Incentive	Total Incentive
85+	\$100,000	20%	\$205,260	\$305,260
70	\$80,000	15%	\$153,945	\$233,945
55	\$60,000	10%	\$102,630	\$162,630
40	\$40,000	5%	\$51,315	\$91,315
<40	\$0	0%	\$0	\$0

Recommendation

Staff finds that the project will provide significant community and public benefits as described in the application and supplemental materials and therefore as a project of Citywide Significance warrants the City's investment of \$305,260 towards public improvements pursuant to the Projects of Citywide Significance Incentive Policy. This is separate from and in addition to any other incentives or assistance the project may have already received or could receive in the future.

Upon the Project Review Committee's final determination of project score and level of financial partnership eligibility, staff and the project proponent will prepare a development agreement setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project.

The final development agreement will be forwarded to the Spokane City Council for approval by resolution and signature by the Mayor. The determination of financial incentive value and corresponding development agreement shall have no force or affect whatsoever unless and until the development agreement is approved by the Spokane City Council and signed by the Mayor.

Authority

**City of Spokane Administrative Policy and Procedure, Admin 0650-16-02
Projects of Citywide Significance Incentive Policy**

Section 5.0 Policy: Individual projects which include new investment and physical improvements to real property which equal or exceed \$5 million in value can provide significant City wide public benefits. Such public benefits include: bringing new living wage jobs to the community; generating new property, sales and utility tax revenues; improving the community through the advancement or implementation of existing community plans including the Comprehensive Plan and neighborhood plans; protecting or improving the environment and conserving natural and historic resources; advancing State and regional industry cluster growth and regional economic development plans; and investing in targeted investment areas such as downtown Spokane, identified centers and corridors and target investment areas identified in the City's Economic Development strategy. In order to provide for an equitable and transparent process for the use of financial incentives to encourage investments which provide significant public benefits to the City as described above, the Spokane City Council has adopted Resolution 2015-0101 which provides for an evaluation matrix allowing evaluation of a project's public benefits which are reasonably likely to accrue as a result of successful completion and intended operation of the project. The evaluation will be made using the standardized evaluation matrix attached as exhibit "A" hereto in accordance with the policies and procedures described herein.

Procedure

6.1 Application: Application for a financial incentive will be made on forms provided by the City of Spokane and shall contain all information and details required and necessary for a review of the project and evaluation of the public benefits associated thereto.

6.2 Determination of Qualification: Within 10 business days of receipt of a complete application, the Staff Technical Support Team will evaluate the application and make a determination that: the project is a qualified project with a public benefit and may be considered for a financial incentive; that additional information is needed to make the determination; or, that the project does not qualify for a financial incentive under this program. Such determination will be made in writing.

6.3 Evaluation of Qualified Projects: Qualified projects will be forwarded to the Project Review Committee for evaluation according to the evaluation matrix. The committee members will be provided copies of the application and any supplemental information provided by the applicant and a technical memorandum prepared by the Staff Technical Support Team. The report will include analysis of the project application and assessment of the public benefits that may result. Each project review committee member will use the application and technical memorandum to score the project against the evaluation matrix. The

committee member's total scores will be summed and divided by the number of committee members providing a score to determine the project's average and final score.

6.4 Determination of Financial Incentive Value: The project's total score and other relevant data will be used to determine the financial incentive value based on the annually adopted project funding schedule and subject to availability of funds at the time of award. Determination of financial incentive value is not a guarantee of availability of funds or of an actual cash value of a project's eligible public improvement costs. Once a determination of financial incentive value is made, the determination and project score are final.

6.5 Development Agreement: Upon completion of the determination of financial incentive value, the project proponent and Staff Technical Support Team shall prepare a development agreement setting forth the terms and conditions under which the financial incentive value will be applied to eligible public improvements costs related to the project.

6.6 City Council Approval: The determination of financial incentive value and corresponding development agreement shall have no force or effect whatsoever unless and until the development agreement is approved by the Spokane City Council and signed by the Mayor.

<div> <div>\$</div> <div>Financial Incentive Plan</div> </div> <div>Projects of Citywide Significance</div> <div>Financial Partnership Portfolio Evaluation</div>		
	Points Possible	Score
Project based Incremental Revenue		
<i>City Property Tax, Sales Tax (Retail and Construction), Utility Taxes, Utility Revenues</i>		
<i>Incremental Revenue:</i>		
<i>3 year total incremental revenue:</i> \$1,026,301		
<i>Exceeds \$1 million - 30 points</i>	30	
<i>Between \$750,000 and \$999,999 - 25 points</i>		
<i>Between \$500,000 and \$749,999 - 20 points</i>		
<i>Between \$250,000 and \$499,999 - 15 points</i>		
Max group score possible	30	30
Job Creation		
<i>Number of new jobs</i>		
<i>Greater than 100 - 10 points</i> 1180 Jobs, including student jobs.	10	
<i>75 to 99 - 8 points</i>		
<i>50 to 74 - 6 points</i>		
<i>25. to 49 - 4 points</i>		
<i>1 to 24- 2 points</i>		
<i>Living Wage Job creation Multiplier (>130%Median Per Capita Income)</i>		
<i>80% to 100% of new jobs - 6X</i>		
<i>60% to 79% of new jobs - 5X</i>		
<i>40% to 59% of new jobs - 4X</i> 45% living wage	4	
<i>20% to 39% of new jobs - 3X</i>		
<i>10% to 19% of new jobs - 2X</i>		
<i>Less than 10% of new jobs - 1X</i>		
Max group score possible	60	40
Comp Plan, Design and the Environment		
<i>Brownfield redevelopment - 5 points</i>	5	
<i>Innovative or exemplary site design - 5 points</i>	5	
<i>Design includes enhanced public amenities - 5 points</i>	5	
<i>Project Includes Neighborhood or Sub-Area improvements - 5 points</i>		
<i>Incorporation of Low Impact Development standards - 5 points</i>	5	
<i>Incorporation of adopted green building standards -5 points</i>	5	
<i>Transit Oriented Development - 5 points</i>	5	
<i>Mixed Use Development - 5 - Points</i>		
<i>Mixed Income Development - 5 points</i>		
<i>Historic Preservation - 5 points</i>		
<i>Adaptive reuse - 5 points</i>		
<i>Blight removal - 5 points</i>		
Max group score possible	60	30
Industry Cluster Advancement		
<i>Manufacturing - 10 points</i>		
<i>Aerospace/Aviation - 10 points</i>		
<i>Technology (Biotech, medical, IT, etc) - 10 points</i>		10
<i>Tourism - 10 points</i>		
Max group score possible	10	
Geographic Priority Areas		
<i>Located in a C&C or Downtown - 10 points</i>		
<i>Located in a target investment area - 10 points</i>		10
<i>Infill location with existing infrastructure capacity - 10 points</i>		
Max group score possible	10	
TOTAL SCORE POSSIBLE	170	120
"Special Considerations" Bonus - 10 points		
(Can be added to total score when warranted in consideration of special public benefit factors not addressed above.)		
<i>Median Per capita income \$24,000 est. \$11.5/hr. (2015)</i>		
130% of median per capita income is \$31,200 annually and approximately \$15/hour		

- Summary:
- The evaluation point score determines which level of base incentive and ROI multiplier a project can receive.
 - The base incentive is a straight dollar amount based solely on evaluation points.
 - The ROI multiplier is a 'bonus' for projects with high revenue return potential for the City.
 - The total incentive is the base incentive plus the ROI-based incentive.

Catalyst Building

Values-Based Score	120
Revenue (3-Year)	\$ 1,026,301

Point Score:	Base Incentive	ROI Multiplier	ROI-Based Incentive	Total Incentive
85+	\$100,000	20%	\$205,260	\$305,260
70	\$80,000	15%	\$153,945	\$233,945
55	\$60,000	10%	\$102,630	\$162,630
40	\$40,000	5%	\$51,315	\$91,315
<40	\$0	0%	\$0	\$0

Inputs		
\$ 50,000,000	Valuation	Per proposal
\$ 454,800	Annual Taxable Sales	(758s.f. at \$600/s.f. annual sales)
\$ 345,400	Annual Utilities	Estimate \$2.20/sf/yr @ 157,000sf.

Revenue		
\$ 336,000	Construction Sales Tax (Assumed at 80% of Valuation)	
\$ 3,820	Annual Sales Tax	
\$ 157,200	NC Property Tax	Assumed AV = 80% construction valuation
\$ 69,080	Annual Utility Tax	
\$ -	Real Estate Excise tax	
\$ 1,026,301	3-Year Total	
3.4	3-Year ROI	
10.71	Payback in Months	

1
0
0
0
0



CITY OF SPOKANE —
PLANNING & DEVELOPMENT SERVICES DEPARTMENT
Application for Citywide Significant Incentives

NOTE TO APPLICANT: Please answer each question completely. If more space is needed, attach additional paper. If you have any questions about this application, do not understand the questions, or need additional information regarding regulations or policies of the City of Spokane, city staff will be happy to assist you.

Applicant: Dean Allen Relation to Property Owner Managing Partner of Ownership Entity
Applicant's Address 5005 3rd Ave S, Seattle, WA 98102
Applicant's Phone # 206-763-4815 Applicant's email address deana@mckinstry.com
Property Owner(s) South Landing Building A LLC
Property Owner's Mailing Address 5005 3rd Ave S, Seattle, WA 98102
Will the existing owners be the owner/operator of the property and/or business following construction ☒ yes ☐ no
If not, who is the project being developed for? _____
Property Address: 601 East Riverside Ave, Spokane, WA 99202 Parcel number(s): 35173.1126
Legal Description (Attach additional sheets if needed): See attached

PROJECT INFORMATION

Project Name: Catalyst Building Date Application Completed: 4/2/2018
[X] New Construction: # of square feet: 163,000 # of stories 5
[] Rehabilitation of Existing Structure: # existing square feet: _____ # additional square feet added: _____
What was the prior use? Vacant Land How many prior employees? 0
Were there prior retail sales? n/a
Type of development ☐ Manufacturing ☒ Office ☐ Retail ☐ Housing ☐ Mixed use ☒ Other
Other description Higher Education
If retail or mixed use with retail, do you have a verifiable estimate on the projected annual retail sales? ☐ yes ☒ no
If yes, what is the estimate and how can it be verified? _____

If no, provide an average annual sales per square foot estimate, using published industry data for the retail sector nearest to the type proposed. "ICSC - Shopper Spending and Sales/Sqft - Annual Report" www.icsc.org What is that estimate? _____
Stand Alone Coffee Shop: \$454,800 (\$600 per square foot x 758 square feet)

Estimated total expenditures in the rehabilitation or construction of the entire project: \$ 50,000,000

Description of project(s)' basic features and any other unique features that relate to the evaluation matrix criteria (Attach additional sheets if necessary): First CLT office building in the state, highly energy efficient, public-private partnership, collaboration and innovation, anchor building for South U District redevelopment effort, see attached for more information

Est. Construction to begin (date) 2018 Construction completion 2020
☒ "Before" photos provided electronically. ☒ Site and building plans provided electronically

Will the construction of the project be phased? ☒ no ☐ yes If yes, what will be constructed in each phase and when?

JOB CREATION

How many fulltime permanent employment positions will the project create? (list the fields and the number of jobs in each field)

Higher education - 50

Lawyers - 10

Technology - 150

Professional Office - 250

A&E Professionals - 70

Students - 650

What will be the hourly and/or annual wages of each position be? If you don't have verifiable job and wage information for the business(s) to be located in the project, then use the latest published data from the Washington State Employment Securities Department Occupational Employment and Wage Estimates for the Spokane MSA.

<https://fortress.wa.gov/esd/employmentdata/reports-publications/occupational-reports/occupational-employment-and-wage-estimates>.

See attached

AFFIRMATION

Initial each statement below:

PCA

As owner(s) of the property described in this application, I hereby declare under penalty of perjury under the laws of the State of Washington that this application for Incentives and any accompanying documents have been examined by me and that they are true, correct, and complete to the best of my knowledge.

PCA

The applicant acknowledges that completing and submitting this application is not a guarantee of any specific financial incentive.

DeA

This application will be used by staff to determine if a project meets the definition of a "Project of Citywide Significance." Additional information may be required for review of project qualifications for incentives.

PCA

Any incentive that the applicant may receive will require a Development Agreement between the Applicant and the City that will not be valid until it is approved by City Council and signed by the Mayor.

PCA

Following the approval of the Development Agreement, the original is required to be recorded at the County. At that time, the recording fees for the filing and recording of "Development Agreement" will need to be paid to the City of Spokane by the Applicant.

Signed at Seattle, Washington, this 30 day of March 2018.

Signature(s) of all Owner(s) and Contract Purchaser(s)

Project of Citywide Significance: A single private development project which entails the development, construction or physical improvement to real property located within the City of Spokane which equals or exceed \$5 million in value, not including the value of the property itself, for which there is evidence that such project will provide significant public benefits as such term is defined in the Administrative Policy adopted by Council Resolution 2016-0036.

For Staff Use Only:

- | | |
|---|--|
| <input type="checkbox"/> Application signed by owner(s) and contract purchaser(s) | <input type="checkbox"/> Site/Building plans received electronically |
| <input type="checkbox"/> Before photos received electronically | <input type="checkbox"/> Zoning |
| <input type="checkbox"/> GIS Map | <input type="checkbox"/> Right-of-way requirements |
| <input type="checkbox"/> Utility requirements | <input type="checkbox"/> SEPA |
| <input type="checkbox"/> Study requirements | <input type="checkbox"/> Taxable value |
| <input type="checkbox"/> Assessed value | <input type="checkbox"/> State and Federal incentives |
| <input type="checkbox"/> Plan/District implementation | <input type="checkbox"/> Age of existing structures |

Legal Description: 601 E Riverside – Spokane County Parcel 35173.1126

1ST Addition to 3rd Addition to Railroad Addition; All of Block 2 and that portion of vacated Sheridan Street described as follows: Beginning at the intersection of the westerly line of Block 2 and the southerly line of Lot 1, Block 3 extending easterly to said westerly line of Block 2; Thence westerly along said southerly extended line of Lot 1, Block 3 to its intersection with the center line of vacated Sheridan St.; Thence northerly along center line of vacated Sheridan St. to its intersection with northwesterly line of Block 2 extended south-westerly to said center line; Thence north-easterly along said extended north-westerly line to the northwest corner of Block 2; Thence south along the West line of Block 2 to the point of beginning of the Burlington Northern Railroad; Thence north-easterly and easterly along said line parallel to and 50 feet south-easterly and southerly at right angles to said east-bound main tract to a point on the east line of Block 2; Thence southerly along said east line to the south-east corner of Block 2; Thence westerly along the south line of Block 2 to the south-west corner of said block; Thence northerly along the west line of said block to the point of beginning and vacated Hatch St. adjacent; TOGETHER WITH: Tract center line as now located and constructed; Thence northerly along said parallel line to the point of intersection with the center line of vacated Sheridan St.; Thence south along said center line to the intersection with the easterly extension of the south line of Lot 1, Block 3; Thence westerly to the point of beginning those portions of Lot 1,8,9,10 and 11 of Block 3, TOGETHER WITH: Vacated Sheridan St. and that certain property lying adjacent to said lots defined as follows: Beginning at the south-east corner of Lot 1, Block 3; Thence westerly along south line of said Lot 1 and westerly extension to the point of intersection with the west line of Lot 11, Block 3; Thence northerly along said west line and northerly extension to the point of intersection with a line drawn parallel with and 50 feet distant southerly of measured at right angles to the Burlington Northern Railroad Company's east bound main line; TOGETHER WITH: All that portion of Sheridan Street between Blocks 1 and 2, and Block 3, 1st Addition to 3rd Addition to Railroad Addition, from 25 feet north of Riverside Street Vacation Ordinance No. C34817, CR: RES 2011-0086. Commonly known as 601 E. Riverside Avenue, Spokane WA; Spokane County Parcel No. 35173.1126.

Catalyst Building Job Creation

Position Type	# of Positions	Average Annual Wage	Total
Higher education	50	\$ 80,000	\$ 4,000,000
Technology	150	\$ 100,000	\$ 15,000,000
A&E Professional	70	\$ 80,000	\$ 5,600,000
Lawyer	10	\$ 150,000	\$ 1,500,000
Professional Office	250	\$ 65,000	\$ 16,250,000
Student	650	\$ 10,000	\$ 6,500,000
TOTAL	1180		\$ 48,850,000

FACT SHEET

Quick Look

- 163,000 square feet office and academic building
- First commercial building in Washington built out of Cross-Laminated Timber (CLT), a locally-sourced sustainable mass-timber product
- Eastern Washington University is the primary tenant
- Avista and Kattera will be tenants as well
- Construction begins Fall 2018
- Scheduled to be completed Spring 2020

The Catalyst Building

THE BUILDING

The 163,000 square-foot building is the first in a series of developments in the South University District and will be the first office building in the state constructed out of environmentally friendly cross-laminated timber (CLT). Kattera will manufacture the CLT in its new Spokane factory. The building is intended to demonstrate the possibilities of the integration of economic vitality, regional sustainability and energy efficiency.

Sustainability and Efficiency

The building will be net zero ready, meaning it will generate the electricity it uses through solar panels on the roof and additional renewable energy technologies. It will also include the following sustainability features:

- 400kW of PV on the roof
- Use of CLT means the building will have a smaller carbon footprint than that of comparable buildings built using steel and concrete
- Rainwater recovery for gray water system inside building
- Efficient radiant heating/cooling system throughout the building
- Heat recovery of all exhaust air
- High performing building envelope design
- LED Lighting
- Low waterflow plumbing fixtures
- Sun shading at lobby
- Shower rooms to encourage bike commuting
- Smart building management system to maximize building operations efficiency

Collaboration

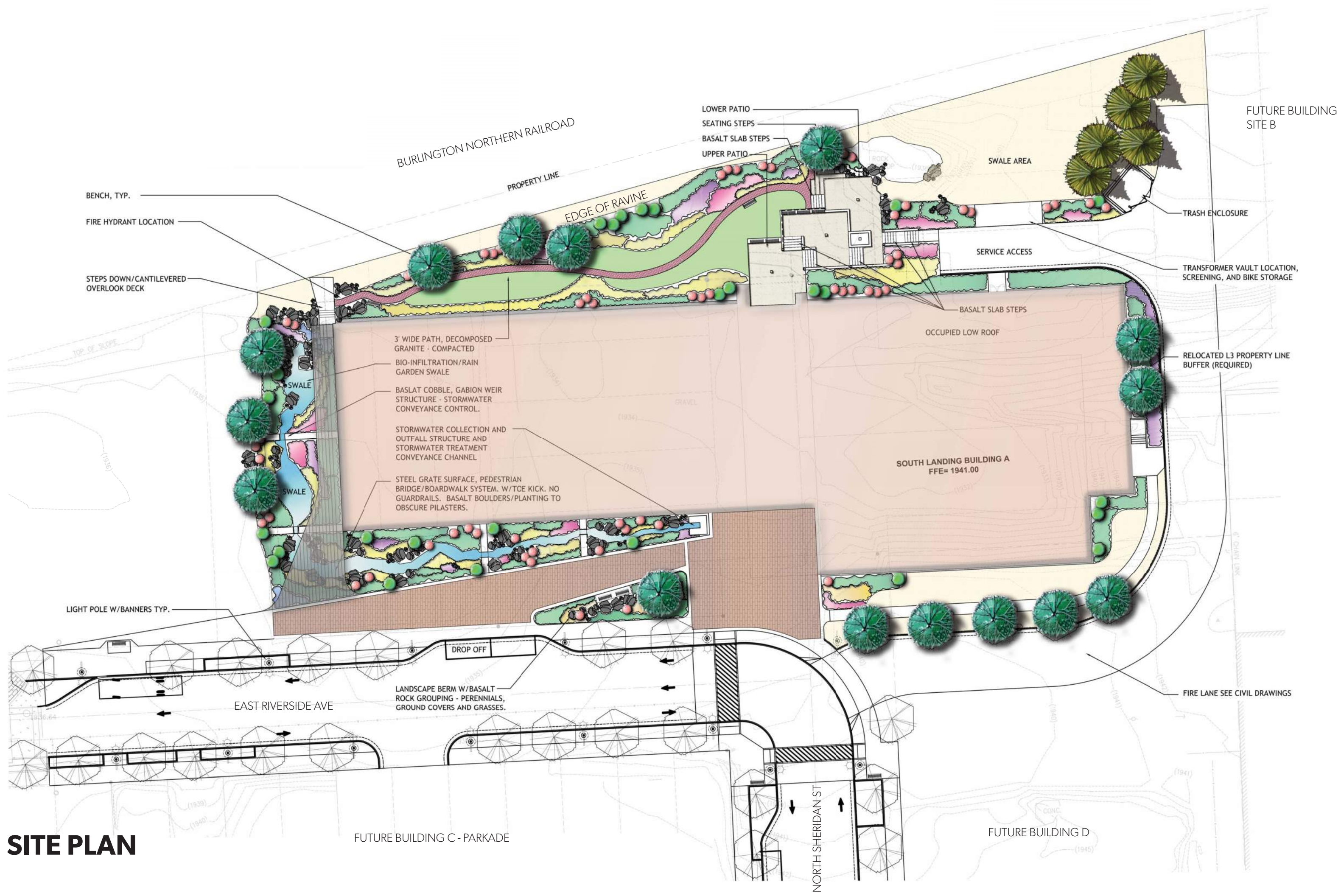
Catalyst will be a place where industry and academia intersect to foster collaboration and innovation. The building is designed with two wings connected by a collaborative atrium, where students and professionals can come together to create and test new ideas.

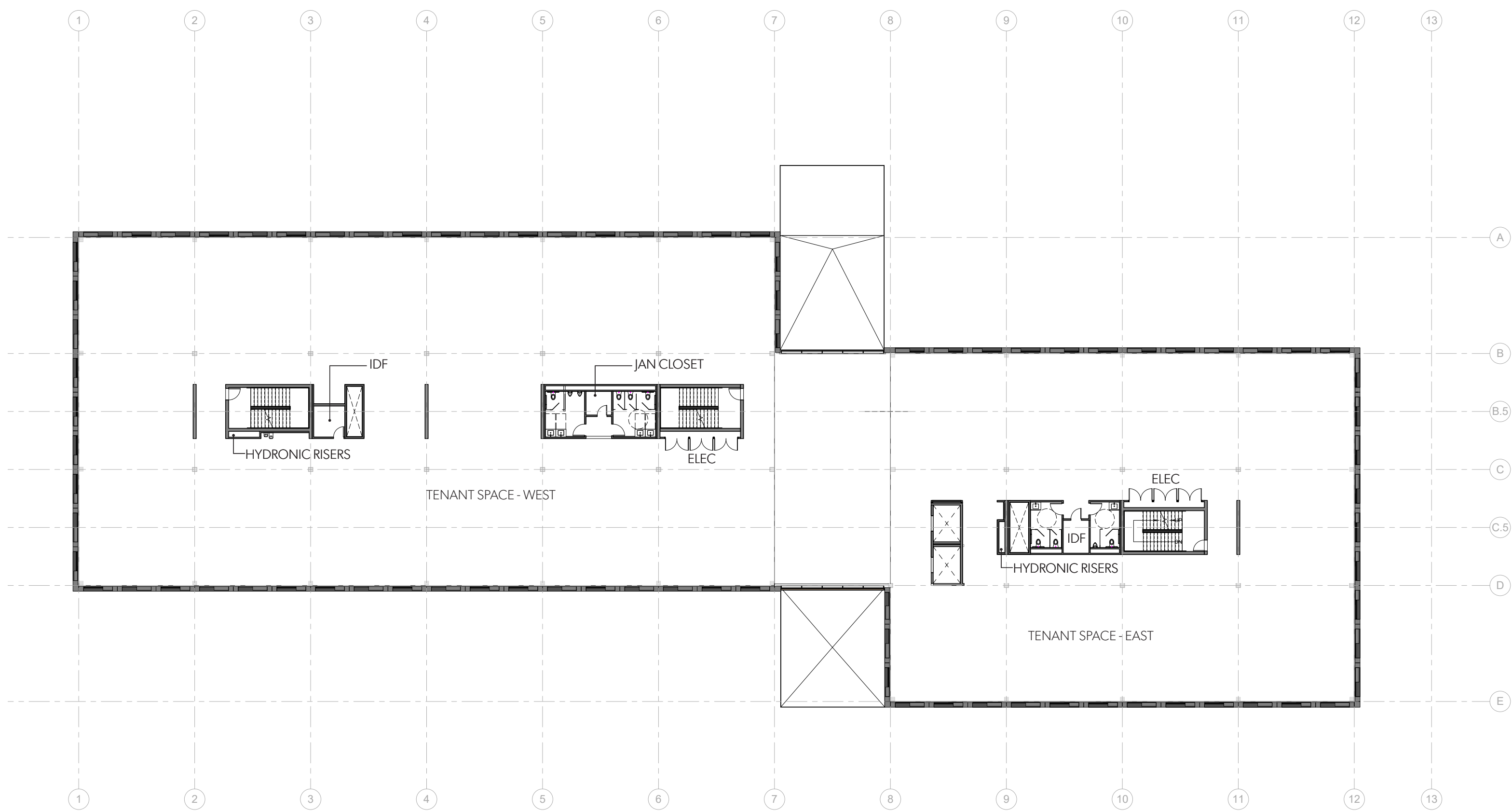
THE TENANTS

Eastern Washington University (EWU) will be the building's primary tenant, moving their Computer Science, Electrical Engineering and Visual Communication Design (VCD) programs from the Cheney campus to the new Spokane location. The South University District location will allow Eastern to be an innovation HUB that brings business and the university together to create solutions for the region. EWU's spaces will feature modern, high-tech classrooms and dry labs that will provide students with immersive learning experiences.

Avista and Kattera will be tenants in the building as well.

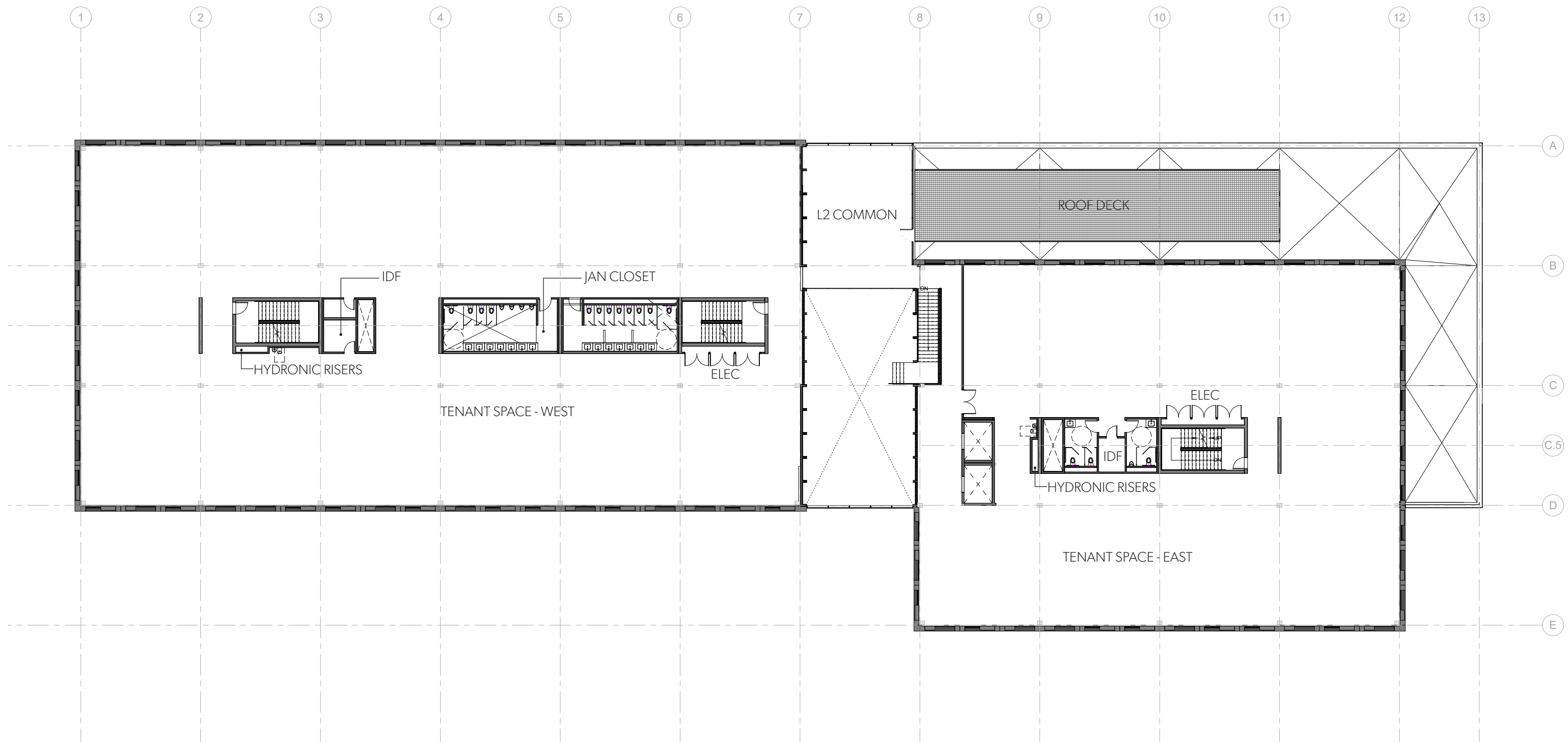
SITE PLAN

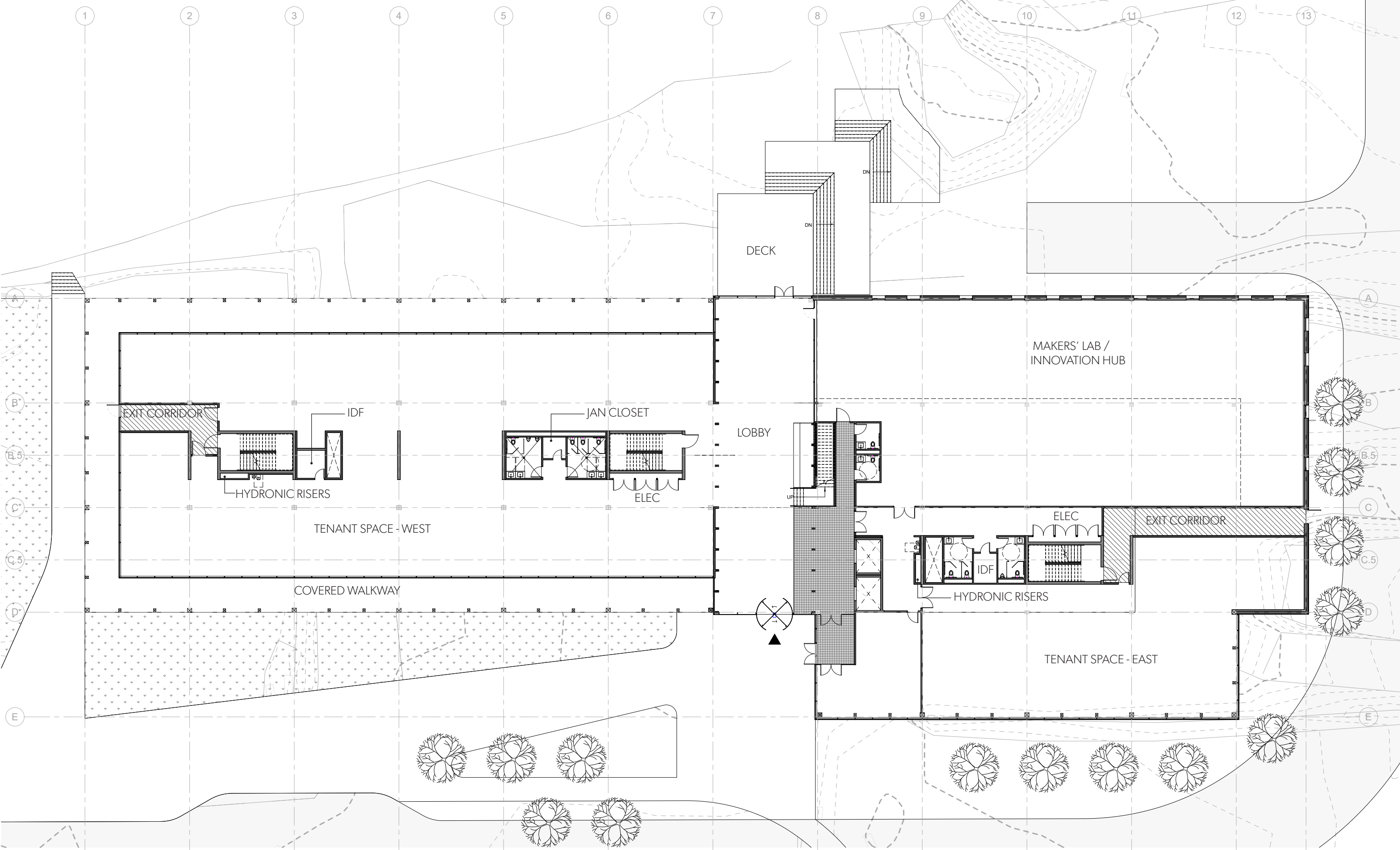




LEVEL 3-5

LEVEL 2





LEVEL 1

Existing Conditions

Photos Taken July 2017



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

06/25/2018

Date Rec'd	6/13/2018
Clerk's File #	RES 2018-0055
Renews #	

Submitting Dept	AIRPORTS	Cross Ref #	
Contact Name/Phone	LARRY KRAUTER/LISA 455-6406 CORCORAN	Project #	
Contact E-Mail	LKRAUTER@SPOKANEAIRPORTS.NET; LCORCORAN@SPOKANEAIRPORTS.NET	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	AIRPORTS - JOINT RESOLUTION FAA GRANT OFFER 3-53-0072-056-2018		

Agenda Wording

Joint City-County Resolution in the matter of approving and authorizing the execution of US Department of Transportation Federal Aviation Administration Airport Improvement Program Grant Offers No. 3-53-0072-056-2018 and No. 3-53-0072-057-2018-\$18,000,325.

Summary (Background)

This resolution approves and authorizes the execution of AIP Grant Offers No. 3-53-0072-056-2018 and No. 3-53-0072-057-2018 for the "Taxiway C Shoulder and Airfield Guidance Signs Project."

<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>	PFISTER, TERRI	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	lkrauter@spokaneairports.net
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	lcorcoran@spokaneairports.net
<u>Additional Approvals</u>		thart@spokaneairports.net
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF APPROVING AND)	
AUTHORIZING THE EXECUTION OF)	
UNITED STATES DEPARTMENT OF)	
TRANSPORTATION FEDERAL AVIATION)	
ADMINISTRATION AIRPORT)	JOINT RESOLUTION
IMPROVEMENT PROGRAM GRANT)	
OFFERS NO. 3-53-0072-056-2018)	
AND NO. 3-53-0072-057-2018)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County, Washington (the “County”), by and through its Board of County Commissioners (the “Board”) and the City of Spokane, Washington (the “City”), by and through its City Council (the “Council”), entered into an agreement dated August 28, 1990 (the “Agreement”) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Business Park (collectively, the “Spokane Airport”); and

WHEREAS, the Federal Aviation Administration (“FAA”) administers the Airport Improvement Program (“AIP”) pursuant to chapter 471 of title 49, United States Code, which provides grants to Sponsors for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems; and

WHEREAS, the County and City, together, are “Sponsors” of Spokane Airport, as such term is defined and used pursuant to chapter 471 of title 49, United States Code, for and on behalf of Spokane Airport in connection with the AIP; and

WHEREAS, pursuant to chapter 471 of title 49, United States Code, the County and City, as Sponsors of Spokane Airport, may apply for, accept, receive, use, administer, manage, transfer, and/or decline funds made available to the Sponsors for eligible AIP projects under chapter 471 of title 49, United States Code; and

WHEREAS, the FAA has offered an AIP grant in the amount not to exceed of \$18,000,325.00 to the Sponsors, referred to as “AIP Grants No. 3-53-0072-056-2018 and No. 3-53-0072-057-2018” for the “Taxiway C Shoulder and Airfield Guidance Signs Project”, referred to as Project No. 16-41-1885;

WHEREAS, Spokane Airport has provided a description of said AIP Grants No. 3-53-0072-056-2018 and No. 3-53-0072-057-2018 for the “Taxiway C Shoulder and Airfield Guidance Signs Project”, referred to as Project No. 16-41-1885 to the City and the County for their respective approval; and

WHEREAS, a condition precedent for award of AIP Grants No. 3-53-0072-056-2018 and No. 3-53-0072-057-2018 for the “Taxiway C Shoulder and Airfield Guidance Signs Project”, referred to as Project No. 16-41-1885, approval and authorization of the same by the City and the County; and

WHEREAS, the Board and Council find it is in the respective best interest of the Sponsors to approve and authorize AIP Grants No. 3-53-0072-056-2018 and No. 3-53-0072-057-2018 for the “Taxiway C Shoulder and Airfield Guidance Signs Project”, referred to as Project No. 16-41-1885, and delegate to the Spokane Airport CEO the authority to execute documents entitled “United States Department of Transportation Federal Aviation Administration Grant Agreement Part 1 – Offer for Spokane International Airport – AIP Grants No. 3-53-0072-056-2018” and “United States Department of Transportation Federal Aviation Administration Grant Agreement Part 1 – Offer for Spokane International Airport – AIP Grants No. 3-53-0072-057-2018,” AIP grant offers in the amount not to exceed \$18,000,325.00 for the “Taxiway C Shoulder and Airfield Guidance Signs Project”, referred to as Project No. 16-41-1885; and

WHEREAS, the Board and Council find it is in the respective best interest of the Sponsors to delegate to the Spokane Airport CEO the further authority to execute all documents and do all things necessary to carry out the terms of the documents entitled “United States Department of Transportation Federal Aviation Administration Grant Agreement Part 1 – Offer for Spokane International Airport – AIP Grant No. 3-53-0072-056-2018” and “United States Department of Transportation Federal Aviation Administration Grant Agreement Part 1 – Offer for Spokane International Airport – AIP Grant No. 3-53-0072-057-2018,” an AIP grant offer in the amount not to exceed \$18,000,325.00, for the “Taxiway C Shoulder and Airfield Guidance Signs Project”, referred to as Project No. 16-41-1885.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane, Washington, as follows:

1. The Board and the Council hereby each respectively authorize and approve AIP Grants No. 3-53-0072-056-2018 and No. 3-53-0072-057-2018 for the “Taxiway C Shoulder and Airfield Guidance Signs Project”, referred to as Project No. 16-41-1885, and delegate to the Spokane Airport CEO the authority to execute that document entitled “United States Department of Transportation Federal Aviation Administration Grant Agreement Part 1 – Offer for Spokane International Airport – AIP Grant No. 3-53-0072-056-2018” and “United States Department of Transportation Federal Aviation Administration Grant Agreement Part 1 – Offer for Spokane International Airport – AIP Grant No. 3-53-0072-057-2018,” an AIP grant offer in the amount not to exceed \$18,000,325.00, for the “Taxiway C Shoulder and Airfield Guidance Signs Project”, referred to as Project No. 16-41-1885.

2. The Board and the Council hereby each delegate to the Spokane Airport CEO the further authority to execute all documents and do all things necessary to carry out the terms of that document entitled “United States Department of Transportation Federal Aviation Administration Grant Agreement Part 1 – Offer for Spokane International Airport – AIP Grant No. 3-53-0072-056-2018” and “United States Department of Transportation Federal Aviation

Administration Grant Agreement Part 1 – Offer for Spokane International Airport – AIP Grant No. 3-53-0072-057-2018,” an AIP grant offer in the amount not to exceed \$18,000,325.00, for the “Taxiway C Shoulder and Airfield Guidance Signs Project”, referred to as Project No. 16-41-1885.

ADOPTED by the City Council of the City of Spokane, Washington this ____ day of _____, 2018.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this ____ day of _____, 2018.

Commissioner Josh Kerns, Chair

Commissioner Mary Kuney, Vice-Chair

ATTEST:

Commissioner Al French

Ginna Vasquez, Clerk of the Board

Spokane International Airport
AIP Development Application Checklist

3-53-0072-056-2018

- ☒ 1. SF424
- ☒ 2. SF5100-100
- ☒ 3. CIP Data Sheet
- ☒ 4. Standard DOT Title VI Assurances
- ☒ 5. Certification for Contracts Grants Loans
- ☒ 6. Airport Sponsor Assurances
- ☒ 7. Current FAA Advisory Circulars
- ☒ 8. SF5100-134 Sponsor Certification for Selection of Consultants
- ☒ 9. SF5100-132 Sponsor Certification for Plans and Specs
- ☒ 10. SF5100-131 Sponsor Certification for Equipment/Construction Contracts
- ☒ 11. SF5100-129 Sponsor Certification for Project Final Acceptance
- ☒ 12. SF5100-130 Sponsor Certification for Drug Free Workplace
- ☐ 13. SF5100-133 Sponsor Certification for Land (Use only for Land Acquisition) N/A
- ☒ 14. SF5100-135 Sponsor Certification for Conflict of Interest
- ☒ 15. Title VI Pre-Award Sponsor Checklist

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): <div style="border: 1px solid black; height: 15px; width: 100%;"></div> * Other (Specify): <div style="border: 1px solid black; height: 15px; width: 100%;"></div>																	
* 3. Date Received: <div style="border: 1px solid black; padding: 2px;">05/25/2018</div>		4. Applicant Identifier: <div style="border: 1px solid black; padding: 2px;">GEG</div>																			
5a. Federal Entity Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>			5b. Federal Award Identifier: <div style="border: 1px solid black; padding: 2px;">3-53-0072-56-2018</div>																		
State Use Only:																					
6. Date Received by State: <div style="border: 1px solid black; width: 80px; height: 15px;"></div>		7. State Application Identifier: <div style="border: 1px solid black; width: 200px; height: 15px;"></div>																			
8. APPLICANT INFORMATION:																					
* a. Legal Name: <div style="border: 1px solid black; padding: 2px;">County and City of Spokane, c/o Spokane Airport Board</div>																					
* b. Employer/Taxpayer Identification Number (EIN/TIN): <div style="border: 1px solid black; padding: 2px;">91-0856218</div>			* c. Organizational DUNS: <div style="border: 1px solid black; padding: 2px;">0586144960000</div>																		
d. Address:																					
<table style="width: 100%;"><tr><td style="width: 15%;">* Street1:</td><td><div style="border: 1px solid black; padding: 2px;">9000 W. Airport Drive, Suite 204</div></td></tr><tr><td>Street2:</td><td><div style="border: 1px solid black; height: 15px; width: 100%;"></div></td></tr><tr><td>* City:</td><td><div style="border: 1px solid black; padding: 2px;">Spokane</div></td></tr><tr><td>County/Parish:</td><td><div style="border: 1px solid black; height: 15px; width: 100%;"></div></td></tr><tr><td>* State:</td><td><div style="border: 1px solid black; padding: 2px;">WA: Washington</div></td></tr><tr><td>Province:</td><td><div style="border: 1px solid black; height: 15px; width: 100%;"></div></td></tr><tr><td>* Country:</td><td><div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div></td></tr><tr><td>* Zip / Postal Code:</td><td><div style="border: 1px solid black; padding: 2px;">99224-0000</div></td></tr></table>						* Street1:	<div style="border: 1px solid black; padding: 2px;">9000 W. Airport Drive, Suite 204</div>	Street2:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	* City:	<div style="border: 1px solid black; padding: 2px;">Spokane</div>	County/Parish:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	* State:	<div style="border: 1px solid black; padding: 2px;">WA: Washington</div>	Province:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>	* Country:	<div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div>	* Zip / Postal Code:	<div style="border: 1px solid black; padding: 2px;">99224-0000</div>
* Street1:	<div style="border: 1px solid black; padding: 2px;">9000 W. Airport Drive, Suite 204</div>																				
Street2:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>																				
* City:	<div style="border: 1px solid black; padding: 2px;">Spokane</div>																				
County/Parish:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>																				
* State:	<div style="border: 1px solid black; padding: 2px;">WA: Washington</div>																				
Province:	<div style="border: 1px solid black; height: 15px; width: 100%;"></div>																				
* Country:	<div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div>																				
* Zip / Postal Code:	<div style="border: 1px solid black; padding: 2px;">99224-0000</div>																				
e. Organizational Unit:																					
Department Name: <div style="border: 1px solid black; padding: 2px;">Planning and Engineering</div>			Division Name: <div style="border: 1px solid black; padding: 2px;">Spokane Airports</div>																		
f. Name and contact information of person to be contacted on matters involving this application:																					
Prefix: <div style="border: 1px solid black; padding: 2px;">Ms.</div>		* First Name: <div style="border: 1px solid black; padding: 2px;">Lisa</div>																			
Middle Name: <div style="border: 1px solid black; padding: 2px;">L.</div>																					
* Last Name: <div style="border: 1px solid black; padding: 2px;">Corcoran</div>																					
Suffix: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>																					
Title: <div style="border: 1px solid black; padding: 2px;">Project Manager</div>																					
Organizational Affiliation: <div style="border: 1px solid black; padding: 2px;">Planning and Engineering DPT., Spokane International Airport</div>																					
* Telephone Number: <div style="border: 1px solid black; padding: 2px;">509.455.6406</div>		Fax Number: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>																			
* Email: <div style="border: 1px solid black; padding: 2px;">lcorcoran@spokaneairports.net</div>																					

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

* 12. Funding Opportunity Number:

5100.38D

* Title:

Airport Improvement Handbook

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Taxiway C Shoulder Improvements, including Guidance Signs - Construction

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="16,200,292.00"/>
* b. Applicant	<input type="text" value="1,800,033.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="18,000,325.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	<input type="text" value="Mr."/>	* First Name:	<input type="text" value="Lawrence"/>
Middle Name:	<input type="text" value="J."/>		
* Last Name:	<input type="text" value="Krauter"/>		
Suffix:	<input type="text"/>		

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:



* Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Yes. An overlay zone has been implemented by the City and County, in addition to the adoption of the Airport Layout Plan.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes, as part of the Master Plan process

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes, as part of the Master Plan process

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None. Project is within property owned by the Sponsor per Exhibit A, Dated November 7, 2014.

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None. Project is within property owned by the Sponsor per Exhibit A, Dated November 7, 2014.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A. Project is within property owned by the Sponsor.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A. Project is within property owned by the Sponsor per Exhibit A, Dated November 7, 2014.

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number: 20.106	
2. Functional or Other Breakout:	N/A

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 8,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			1,150,000
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			16,969,223
12. Equipment			
13. Miscellaneous			261,167
14. Subtotal (Lines 1 through 13)			\$ 18,388,390
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			18,388,390
17. Less: Ineligible Exclusions (Section C, line 23 g.)			388,065
18. Subtotal (Lines 16 through 17)			\$ 18,000,325
19. Federal Share requested of Line 18			16,200,292
20. Grantee share			1,800,033
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 18,000,325

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a. Non-AIP Eligible Work - Crack Sealing, Pavement Markings	\$ 388,065
b.	
c.	
d.	
e.	
f.	
g. Total	\$ 388,065

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	2,188,098
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 2,188,098
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 2,188,098

SECTION E – REMARKS (Attach sheets if additional space is required)
Line 13 is for a FAA Reimbursable Agreement for Runway 7-25 REIL Design and Construction.


PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Taxiway C Shoulder Improvements, Including Guidance Signs

AIRPORT: Spokane International Airport, Spokane, Washington

1. Objective:

The existing Taxiway C shoulders are experiencing significant settlement at the taxiway edge and light locations that is up to 3-inches and could pose a Part 139 compliance issue. The taxiway shoulders were constructed in 2005 and have a PCI index of 30 that indicates poor condition. New 30-foot wide taxiway shoulders will be constructed along Taxiway C and connecting taxiway A, G, D from Taxiway C. New underdrain, taxiway edge lights, and guidance signs will be installed.

Runway 7-25 REILS are FAA owned and will be relocated and the equipment replaced. Design and construction costs are included in a Reimbursable Agreement. 

2. Benefits Anticipated:

Repair failed shoulder pavement for safe use of taxiway
correct non-standard taxiway configuration for C1 and C4
Install new taxiway edge lights, new taxiway guidance signs, improve drainage
Install new REILs per FAA standards

3. Approach: (See approved Scope of Work in Final Application)

See Approved Scope of Work

4. Geographic Location:

Spokane, Washington

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Lisa L. Corcoran Project Manager, Planning & Engineering Department - 509-455-6406
Spokane International Airport
9000 W. Airport Drive, Suite 204

CIP DATA SHEET

AIRPORT	Spokane International Airport	LOCID	GEG	LOCAL PRIORITY	
PROJECT DESCRIPTION	Taxiway C Shoulder Improvements, Including Guidance Signs - Construction			PLANNED YEAR TO CONSTRUCT	2018

SKETCH:



JUSTIFICATION: The existing Taxiway C shoulders are experiencing significant settlement at the taxiway edge and light locations that is up to 3-inches and could pose a Part 139 compliance issue. The taxiway shoulders were constructed in 2005 and have a PCI index of 30 that indicates poor condition. New 30-foot wide taxiway shoulders will be constructed along Taxiway C and connecting taxiway A, G, D from Taxiway C. New taxiway edge lights, underdrain, guidance signs and REILs will be installed.

COST ESTIMATE:


ADMINISTRATION:	\$ 8,000.00	1. Construction	\$ 16,581,158.00	4	\$
ENGINEERING:	\$	2. REILS Reim Ag	\$ 261,167.00	5	\$
INSPECTION:	\$ 1,150,000.00	3	\$	TOTAL:	\$ 18,000,325.00

Federal (%) \$ 16,200,292.00

State \$ 0

Local (%) \$ 1,800,033.00

SPONSOR VERIFICATION:	Date	(see instruction sheet or attached comments for more information)
For each and every project as applicable	8/2014	-Date of approved ALP with project shown
	7/24/17	-Date of environmental determination (ROD, FONSI, CatEx)
	NA	-Date of land acquisition or signed purchase agreement
	NA	-Date of pavement maintenance program
	1/2018	-Date of Benefit Cost Analysis (BCA) as required

SPONSOR'S SIGNATURE:  DATE: 06-04-2018
 PRINTED NAME: Lisa Corcoran TITLE: Project Manager
 PHONE NUMBER: 509-455-6406 EMAIL: lcorcoran@spokaneairports.net

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$

STANDARD DOT TITLE VI ASSURANCES

County and City of Spokane, c/o Spokane Board hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES (Continued)

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED

06-04-2018

**Lisa L. Corcoran, Project Manager, Planning
and Engineering Department**

(Sponsor)



(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS**

AIRPORT: Spokane International Airport

LOCATION: Spokane, Washington

AIP PROJECT NO.: 3-53-0072-056-2018

STATEMENTS APPLICABLE TO THIS PROJECT

- ☒ a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near Spokane International Airport.
- ☒ b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- ☒ c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Spokane International Airport, and they have been informed regarding the scope and nature of this project.
- ☒ d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Lisa Corcoran

DATE: 06-04-2018

TITLE: Project Manager, Planning and Engineering Department

SPONSORING AGENCY: County and City of Spokane, c/o Spokane Airport

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

Signed Lisa Corcoran Date 06-04-2018
Sponsor's Authorized Representative

Title Project Manager, Planning and Engineering Department



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The Spokane Airports, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/20/2018

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel

NUMBER	TITLE
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures

NUMBER	TITLE
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 1/29/2018

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: County and City of Spokane, c/o Spokane Airport Board

Airport: Spokane International Airport

Project Number: 3-53-0072-0056-2018

Description of Work: Taxiway C Shoulder Improvements, Including Guidance Signs - Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☒ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
- b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR § 180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
- b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☒ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR § 200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 4th day of JUNE, 2018.

Name of Sponsor: County and City of Spokane, c/o Spokane Airport B

Name of Sponsor's Authorized Official: Lisa Corcoran

Title of Sponsor's Authorized Official: Project Manager, Planning and Engineering Department

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: County and City of Spokane, c/o Spokane Airport Board

Airport: Spokane International Airport

Project Number: 3-53-0072-056-2018

Description of Work: Taxiway C Shoulder Improvements, Including Guidance Signs - Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

☐ Yes ☒ No ☐ N/A AIP Ineligible items have been identified under a separate bid schedule and will be paid for with non AIP, local Airport funds.

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

☒ Yes ☐ No ☐ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 4th day of JUNE, 2018.

Name of Sponsor: County and City of Spokane, c/o Spokane Airport Board

Name of Sponsor's Authorized Official: Lisa Corcoran

Title of Sponsor's Authorized Official: Project Manager, Planning and Engineering Department

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: County and City of Spokane, c/o Spokane Airport Board

Airport: Spokane International Airport

Project Number: 3-53-0072-056-2018

Description of Work: Taxiway C Shoulder Improvements, Including Guidance Signs - Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- ☒ Yes ☐ No ☐ N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- ☒ Yes ☐ No ☐ N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- ☒ Yes ☐ No ☐ N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- ☒ Yes ☐ No ☐ N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- ☒ Yes ☐ No ☐ N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
 - b. Award is to be made to other than the lowest responsible bidder; and
 - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- ☒ Yes ☐ No ☐ N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
 - b. Buy American Preferences (Title 49 U.S.C. § 50101)
 - c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
 - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
 - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
 - f. Seismic Safety – building construction (49 CFR part 41)
 - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
 - h. U.S. Trade Restriction (49 CFR part 30)
 - i. Veterans Preference (49 USC § 47112(c))
- ☒ Yes ☐ No ☐ N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
 - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- ☒ Yes ☐ No ☐ N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- ☒ Yes ☐ No ☐ N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
 - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
 - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
 - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 4th day of JUNE, 2018.

Name of Sponsor: County and City of Spokane, c/o Spokane Airport Board

Name of Sponsor's Authorized Official: Lisa Corcoran

Title of Sponsor's Authorized Official: Project Manager, Planning and Engineering Department

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: County and City of Spokane, c/o Spokane Airport Board

Airport: Spokane International Airport

Project Number: 3-53-0072-0056-2018

Description of Work: Taxiway C Shoulder Improvements, Including Guidance Signs - Construction

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- ☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
 - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
 - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- ☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
 - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
 - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
 - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
 - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
 - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☐ Yes ☐ No ☒ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 4th day of JUNE, 2018.

Name of Sponsor: County and City of Spokane, c/o Spokane Airport Board

Name of Sponsor's Authorized Official: Lisa Corcoran

Title of Sponsor's Authorized Official: Project Manager, Planning and Engineering Department

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: County and City of Spokane, c/o Spokane Airport Board

Airport: Spokane International Airport - GEG

Project Number: 3-530072-056-2018

Description of Work: Taxiway C Shoulder Improvements, Including Guidance Signs - Construction

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Spokane International Airport

Address: 9000 W. Airport Drive, Suite 204 Spokane, WA 99224

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 4th day of JUNE, 2018.

Name of Sponsor: County and City of Spokane, c/o Spokane Airport Board

Name of Sponsor's Authorized Official: Lisa Corcoran

Title of Sponsor's Authorized Official: Project Manager, Planning and Engineering Department

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest

Airport Improvement Program Sponsor Certification

Sponsor: Spokane Airport

Airport: Spokane International Airport

Project Number: 3-53-0072-056-2018

Description of Work: Taxiway C Shoulder Improvements, Including Guidance Signs - Construction

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 4th day of JUNE, 2018.

Name of Sponsor: County and City of Spokane, c/o Spokane Airport

Name of Sponsor's Authorized Official: Lisa Corcoran

Title of Sponsor's Authorized Official: Project Manager, Planning and Engineering Department

Signature of Sponsor's Authorized Official: _____



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: Spokane International Airport

AIP #: 3-53-0072-056-2018

Project Description(s): Taxiway C Shoulder Improvements, Including Guidance Signs-Construction

- 1) Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.
☒ None

- 2) Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.
☒ None (If "None", continue with questions 3 and 4).

- 3) Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.
☒ None

- 4) Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.
☒ None

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009



Agenda Sheet for City Council Meeting of:
06/25/2018

Date Rec'd	6/13/2018
Clerk's File #	RES 2018-0056
Renews #	

Submitting	AIRPORTS	Cross Ref	
Contact	LARRY KRAUTER/LISA CORCORAN 455-6406	Project #	
Contact E-	LKRAUTER	Bid #	
Agenda	Resolutions	Requisitio	
Agenda	AIRPORTS - JOINT CITY COUNTY RESOLUTION - AIRPORT LAYOUT PLANS		

Agenda Wording

Joint City-County Resolution in the matter of adopting a revised Airport Layout Plan as described in Resolution No. 02-18 of the Spokane Airport Board and delegating authority to the Spokane Airport Board to approve and adopt future revised Airport Layout Plans.

Summary (Background)

This resolutions adopts the revised Airport Layout Plan for Spokane International Airport as described in the ALP resolution.

<u>Fiscal</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>	PFISTER, TERRI		<u>Study Session</u>
<u>Division</u>			<u>Other</u>
<u>Finance</u>	DAVIS, LEONARD		<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES		lkrauter@spokaneairport.net
<u>For the</u>	DUNIVANT, TIMOTHY		lcorcoran@spokaneairports.net
<u>Additional Approvals</u>		thart@spokaneairports.net	
<u>Purchasing</u>			
<u>CITY</u>	MCDANIEL, ADAM		

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON
AND
THE CITY COUNCIL OF SPOKANE, WASHINGTON**

IN THE MATTER OF ADOPTING A)	
REVISED AIRPORT LAYOUT PLAN AS)	
DESCRIBED IN RESOLUTION NO. 02-18)	
OF THE SPOKANE AIRPORT BOARD)	
AND DELEGATING AUTHORITY TO)	JOINT RESOLUTION
THE SPOKANE AIRPORT BOARD TO)	
APPROVE AND ADOPT FUTURE)	
REVISED AIRPORT LAYOUT PLANS)	

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County, Washington (the “County”), by and through its Board of County Commissioners (the “Board”) and the City of Spokane, Washington (the “City”), by and through its City Council (the “Council”), entered into an agreement dated August 28, 1990 (the “Agreement”) to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Business Park (collectively, the “Spokane Airport”); and

WHEREAS, Section 8(f) of the Agreement requires that “[c]apital improvements of Airport property, for aeronautical, commercial, and industrial purposes, shall be in accordance with an Airport Master Plan jointly adopted by the Board, City, and County, and approved by the FAA.. .”; and

WHEREAS, the Spokane Airport Board developed the Spokane International Airport Master Plan in 1975 and the Felts Field Airport Master Plan in 1986, and

WHEREAS, the Airport Master Plan for Spokane International Airport was subsequently updated in 1986, 1993, 2003 and 2014; and

WHEREAS, the Airport Master Plan for Felts Field was subsequently updated in 1994, 2005, 2011 and 2017; and

WHEREAS, pursuant to Federal Aviation Administration (the “FAA”) Guidance Letter 15-1, the term “Airport Master Plan” is properly referred to as “Airport Layout Plan”; and

WHEREAS, the FAA approved the revised Airport Layout Plans for Spokane International Airport on November 7, 2014 and for Felts Field on June 30, 2017, and

WHEREAS, on May 17, 2018, the Spokane Airport Board adopted Resolution No. 02-18, approving the revised Airport Layout Plan for Spokane International Airport (the “ALP Resolution”), a copy of which is attached hereto as Exhibit “A” and included herein by this reference;

WHEREAS, the Spokane Airport Board requests adoption of the revised Airport Layout Plan for Spokane International Airport by the Board and the Council, as described in the ALP Resolution; and

WHEREAS, the Spokane Airport Board further requests the Board and Council, each respectively, formally delegate authority to the Spokane Airport Board to further approve future revisions to the Airport Layout Plan on behalf of and for each the County and the City.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Spokane County, Washington and by the City Council of the City of Spokane, Washington, as follows:

1. The Board and the Council hereby adopt the revised Airport Layout Plan for Spokane International Airport as described in the ALP Resolution attached hereto as Exhibit "A."

2. The Board and the Council, each respectively, approve a delegation of authority to the Spokane Airport Board to further approve future revisions to the Airport Layout Plan on behalf of and for each the County and the City.

ADOPTED by the City Council of the City of Spokane, Washington this ____ day of _____, 2018.

Terri L. Pfister, City Clerk

Approved as to form:

City Attorney

ADOPTED by the Board of County Commissioners of Spokane County, Washington this ____ day of _____, 2018.

Commissioner Josh Kerns, Chair

ATTEST:

Commissioner Mary Kuney, Vice-Chair

Ginna Vasquez, Clerk of the Board

Commissioner Al French

EXHIBIT “A”

Copy of ALP Resolution

BEFORE THE SPOKANE AIRPORT)
BOARD IN THE MATTER OF APPROVING)
REVISION OF THE AIRPORT LAYOUT)
PLAN AND REQUESTING DELEGATION)
OF AUTHORITY BY THE SPOKANE)
COUNTY BOARD OF COMMISSIONERS)
AND THE SPOKANE CITY COUNCIL)
REGARDING APPROVAL AND)
ADOPTION OF FUTURE REVISED)
AIRPORT LAYOUT PLANS)

RESOLUTION
NO. 02 - 18

WHEREAS, pursuant to Chapter 14.08 RCW, Spokane County, Washington (the "County"), by and through its Board of County Commissioners (the "Board") and the City of Spokane, Washington (the "City"), by and through its City Council (the "Council"), entered into an agreement dated August 28, 1990 (the "Agreement") to provide for the joint operation of Spokane International Airport, Felts Field Airport and Spokane International Business Park (collectively, the "Spokane Airport"); and

WHEREAS, Section 8(f) of the Agreement requires that "[c]apital improvements of Airport property, for aeronautical, commercial, and industrial purposes, shall be in accordance with an Airport Master Plan jointly adopted by the Board, City, and County, and approved by the FAA..."; and

WHEREAS, the Spokane Airport Board developed the Spokane International Airport Master Plan in 1975 and the Felts Field Airport Master Plan in 1986 with funding assistance from the Federal Aviation Administration; and

WHEREAS, the Airport Master Plan for Spokane International Airport was subsequently updated in 1986, 1993, 2003 and 2014; and

WHEREAS, the Airport Master Plan for Felts Field was subsequently updated in 1994, 2005, 2011 and 2017; and

WHEREAS, pursuant to Federal Aviation Administration (the "FAA") Guidance Letter 15-1, the term "Airport Master Plan" is properly referred to as "Airport Layout Plan"; and

WHEREAS, the Spokane Airport Board desires to approve the updated 2018 Airport Layout Plan for Spokane International Airport, a copy of which is attached hereto as Exhibit "A" and included herein by this reference;

WHEREAS, the Spokane Airport Board further desires the Board and Council, each respectively, approve the revised Airport Layout Plan for Spokane International Airport, a copy of which is attached hereto as Exhibit "A;" and

WHEREAS, the Spokane Airport Board further desires the Board and Council, each respectively, formally delegate authority to the Spokane Airport Board to further approve future revisions to the Airport Layout Plan on behalf of and for each the County and the City.

NOW, THEREFORE, BE IT RESOLVED by the Board, as follows:


1. Approval and adoption of revised Airport Layout Plan. The Spokane Airport Board approves and adopts the Airport Layout Plan, a copy of which is attached hereto as Exhibit "A."
2. Request adoption of revised Airport Layout Plan by the Board and Council. The Spokane Airport Board respectfully requests the Board and Council approve and adopt the Airport Layout Plan, a copy of which is attached hereto as Exhibit "A."
3. Request to delegate to Spokane Airport Board the authority to approve future revisions to Airport Layout Plan. The Spokane Airport Board respectfully requests the Board and the Council, each respectively, delegate authority to the Spokane Airport Board to approve future revisions to the Airport Layout Plan on behalf of and for each the County and the City.
4. Severability. If any section, sentence, clause, or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.
5. Repealer. All resolutions, laws, and regulations, or parts thereof in conflict with this resolution are, to the extent of said conflict, hereby repealed.

17th ADOPTED by the SPOKANE AIRPORT BOARD at a regular meeting thereof held on the day of May, 2018.

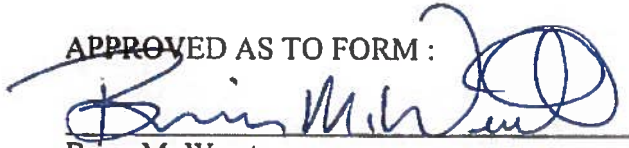
ATTEST:


Secretary

SPOKANE AIRPORT BOARD


Chair

APPROVED AS TO FORM :


Brian M. Werst
General Counsel

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

06/25/2018

Date Rec'd

6/11/2018

Clerk's File #

RES 2018-0057

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

KATE BURKE 625-6275

Contact E-Mail

KATEBURKE@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0320 - TRENT BRIDGE REPLACEMENT DESIGN PREFERENCES

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

A resolution expressing the City Council's desires for specific aspects of the design and construction of the replacement for the current Trent Avenue bridge across the Spokane River.

Summary (Background)

This resolution expresses the desires of the City Council in terms of some of the specific aspects of the new Trent Avenue bridge, such as bicycle access, public art inclusion, and recreation access to the Spokane River.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

Approvals**Dept Head**

MCDANIEL, ADAM

Division Director**Finance**

DAVIS, LEONARD

Legal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Council Notifications**Study Session**

5-17-2018

Other**Distribution List****Additional Approvals****Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

RESOLUTION NO. 2018-0057

A Resolution requesting that the Washington Department of Transportation include in the replacement of the Trent Avenue Bridge bicycle facilities, public art, and a point of access to the Spokane River.

WHEREAS, the Washington Department of Transportation (“WSDOT”) has for some time been working on the design of a new bridge to replace the existing bridge across the Spokane River at Trent Avenue, which is also State Highway 290; and

WHEREAS, currently, the Trent Avenue Bridge contains narrow pedestrian facilities in the form of a narrow sidewalk on the north side of the bridge, and contains vehicle lanes that are unsafe for bicycle use; and

WHEREAS, Chapter 14 of the City’s comprehensive plan (Shorelines) states that it is the City’s goal to “[i]ncrease public access to publicly owned areas of the shorelines . . . increase recreational opportunities for the public on the shoreline [and to] [p]lan for and encourage development of facilities for recreational and public use of the shorelines.” (pp. 14-25); and

WHEREAS, several specific goals contained in the City’s shoreline master plan are relevant to the Trent Avenue Bridge as well, including:

- Improve access to the shoreline by developing, where appropriate, pathways, trails and bikeways along and adjacent to the shoreline (SMP 3.1)
- Ensure that a system of arterials, scenic drives, pathways, public transit routes, and bikeways adjacent to and within the shoreline areas provides appropriate access to the Spokane River in a way that meets the needs and desires of the community as reflected in the Comprehensive Plan, while also preserving ecological function of the shorelines (SMP 3.2)
- Give priority to recreational development, both commercial and public, for access to and use of the water and shorelines (SMP 5.2)
- Develop a plan to identify and establish water-enjoyment areas, such as parks, viewpoints, promenades, beaches, and pathways as major city attractions (SMP 5.5)
- Improve access to publicly owned areas of the shorelines (SMP 8.1)
- Require public access frontage as part of each development project, unless such access is infeasible or unreasonable based on the intensity of the use (SMP 8.4)
- Assure that shoreline recreational development is given priority and is primarily related to shoreline access and enjoyment and use of the water (SMP 9.1)
- Link shoreline parks, recreation areas, scenic drives, and public access points through the use of pedestrian and bicycle pathways and trails, open space, and parkways, in accordance with an approved trail plan (SMP 9.2)

WHEREAS, state law also requires that construction of new bridges or reconstruction of existing bridges across a navigable river or waterway shall consider means of access to the river for public recreational purposes, pursuant to RCW

47.01.500, and requires a report on whether the proposal project is in an area identified by state or local plans as a priority for recreational access to the Spokane River; and

WHEREAS, state law also requires that WSDOT consider the feasibility of public access to the Spokane River near this project for public recreational purposes, including suitability for public use, implications of potential access, and the availability of alternate public access within a reasonable distance; and

WHEREAS, state law, codified at RCW 43.17.200, requires that “[a]ll state agencies including all state departments, boards, councils, commissions, and quasi public corporations shall allocate, as a nondeductible item, out of any moneys appropriated for the original construction of any public building, an amount of one-half of one percent of the appropriation to be expended by the Washington state arts commission for the acquisition of works of art. The works of art may be placed on public lands, integral to or attached to a public building or structure, detached within or outside a public building or structure, part of a portable exhibition or collection, part of a temporary exhibition, or loaned or exhibited in other public facilities.”; and

WHEREAS, the Spokane Municipal Code requires the allocation of one percent (1%) of the cost of a construction project for public art for all city construction projects, as codified at SMC 07.06.420(A), and this may be useful for a city project(s) adjacent to and to be constructed in relative proximity to the Trent Bridge project.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council requests that the Washington Department of Transportation (WSDOT) provide a report to the Council concerning its efforts to improve bicycle access on the new Trent Avenue Bridge to allow further development of the City’s bicycle network as shown in the Bicycle Master Plan.

BE IT ALSO RESOLVED that the Council requests a report from WSDOT concerning its efforts to provide public recreational access to the Spokane River in the vicinity of the Trent Avenue Bridge upon completion of the project, consistent with the various goals stated in the City’s Comprehensive Plan and RCW 47.01.500, and to include appropriate public art elements at such recreational access.

Passed by the City Council this ____ day of _____, 2018.

City Clerk

Approved as to form:

Assistant City Attorney

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

05/21/2018

Date Rec'd

5/9/2018

Clerk's File #

ORD C35622

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

TIM SZAMBELAN 6225

Project #**Contact E-Mail**

TSZAMBELAN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

NEW CINGULAR WIRELESS FRANCHISE

Agenda Wording

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunications service to the public to New Cingular Wireless Inc, subject to certain conditions and duties as further provided.

Summary (Background)

The proposed telecommunications franchise agreement is for a 10-year term with 2 five years extensions. New Cingular Wireless is in the process of the development and implementation of the next generation of a LTE network. This new network will provide high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data-driven services and to meet the growing demand for connectivity. This network will utilize small cell technology which combines fiber, repeaters, and microwave technologies to ensure that the network is cost-efficient, low-impact to communities, and can be effectively upgraded and augmented in the future.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

DALTON, PAT

Study Session**Division Director****Other****Finance**

DOVAL, MATTHEW

Distribution List**Legal**

SZAMBELAN, TIMOTHY

tsambelan@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

jdealy@spokanecity.org

Additional Approvals

bstuckart@spokanecity.org

Purchasing**CITY COUNCIL**

MCDANIEL, ADAM

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C35622

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to New Cingular Wireless PCS, LLC, subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

- Section 1. Definitions
- Section 2. Parties, grant
- Section 3. Limits on permission
- Section 4. Effective Date, Term
- Section 5. General provisions
- Section 6. Plans; Locate, Relocate
- Section 7. Grantee to restore affected areas
- Section 8. Information, good engineering, inspections
- Section 9. Limited access, no obstruction, accommodation
- Section 10. Undergrounding
- Section 11. Facilities for City Use
- Section 12. Liability; No duty
- Section 13. Insurance
- Section 14. Taxes, fees
- Section 15. Franchise administration
- Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coaxial cables, fiber optic cables, wires and conduits and related materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 2 of 15

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or "right-of-way" means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

"Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, "telecommunications service" excludes the over-the-air transmission of broadcast television or broadcast radio signals and "cable service" as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and New Cingular Wireless PCS, LLC, as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is 575 Morosgo Drive NE, Atlanta, GA 30324. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 3 of 15

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: ____; Name: _____ (**State Abbrev**)
Fixed Asset #: _____
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Re: Cell Site #: ____; Name: _____ (**State Abbrev**)
Fixed Asset #: _____
208 S. Akard Street
Dallas, TX 75202-4206

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to:
Kristy Weaver, phone: (425) 214-2186; email: ko3199@att.com facsimile: (503) 691-4930.

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 4 of 15

issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter (the "Initial Term"). Following the expiration of the Initial Term, this Franchise shall be automatically renewed for two (2) additional five (5) year periods (each a "Renewal Term"), unless Grantee provides to the City written notice of intention not to renew at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as applicable. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 5 of 15

do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. If required by applicable laws, Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's MHS ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. If the location of the Grantee's facility is already occupied by City utilities, the Grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 6 of 15

and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate its Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exist in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the past five (5) years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 7 of 15

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The City has the right to charge the Grantee site specific charges for placement of new facilities in the right of way on structures owned by the City pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 8 of 15

repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Not more than once annually, Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with the City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 9 of 15

which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise; provided, however, the City's right to require undergrounding of Grantee's Facilities shall exclude antennas, equipment cabinets, cabling and other equipment that must be above-ground to operate. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 10 of 15

provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 11 of 15

the general public and not to any specific party, group, or entity.

Section 13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any.

B. Grantee's required insurance shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein. Notwithstanding the foregoing, Grantee may self-insure any required coverage.

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 12 of 15

orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 13 of 15

remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

Passed the City Council _____, 2018.

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 14 of 15

M A Y O R

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Page 15 of 15

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2018.

I, _____, am the _____ of AT&T Mobility Corporation (as manager of New Cingular Wireless PCS, LLC) and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of New Cingular Wireless PCS, LLC.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2018.

Witness: _____

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

06/18/2018

Date Rec'd

6/6/2018

Clerk's File #

ORD C35637

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 6256269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 PARKING MINIMUMS ON MFTE PROJECTS ORDINANCE

Agenda Wording

An ordinance exempting qualifying multiple-family housing projects from the requirement to provide off-street parking; enacting a new section 08.15.140 of the Spokane Municipal Code.

Summary (Background)

This ordinance removes the parking minimums for certain MFTE projects. The project must meet all other land use regulations, zoning requirements, design review requirements and building and housing code requirements.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Study Session - May 31

Finance

BUSTOS, KIM

Distribution ListLegal

RICHMAN, JAMES

dkinder@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

abrast@spokanecity.org

Additional Approvals

tstripes@spokanecity.org

PurchasingCITY COUNCIL

MCDANIEL, ADAM

ORDINANCE C35637

An ordinance exempting qualifying multiple-family housing projects from the requirement to provide off-street parking; enacting a new section 08.15.140 of the Spokane Municipal Code.

WHEREAS, Comprehensive plan goal H 1 directs the City to “[p]rovide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents”; and

WHEREAS, under comprehensive plan policy H 1.10, the City pledges to work to “[s]upport and assist the public and private sectors to develop lower-income or subsidized housing for households that cannot compete in the market for housing by using federal, state, and local aid”; and

WHEREAS, requiring off-street parking as a part of the development of housing makes housing more expensive: a 2012 study of housing development in Portland, Oregon, found that mandatory off-street parking in housing development can raise the rental price of each unit by as much as 50%; a recent Seattle study found that requiring a single off-street parking space per housing unit can raise the rental price per unit by \$246 per month; and a recent Victoria Transport Policy Institute study found that requiring the construction of one off-street parking space per unit increases the rent for that unit by 12.5% and that requiring two spaces per unit increases the rent for that unit by 25%; and

WHEREAS, the City of Spokane is currently in the midst of a severe shortage of affordable housing, the lack of which can increase homelessness and neighborhood turnover, accelerate gentrification, and contribute to sprawl and traffic congestion, as people move further way from their jobs, schools, and services simply in order to find an affordable place to live, requiring commuters to spend more time and money on transportation – an impact which hits lower-income families hardest; and

WHEREAS, the City Council periodically re-evaluates the land use requirements for per comprehensive plan policy H 1.14 to help ensure that we retain an appropriate mix of housing, including affordable housing; and

WHEREAS, the City currently has a property tax exemption program for multiple-family housing development and redevelopment, which is designed to incentivize the development of affordable housing within the residential targeted areas identified by the City Council; and

WHEREAS, the City Council intends to reduce the off-street parking requirements in some specific and targeted areas of Spokane, to help extend

existing tax incentives to help increase the supply to affordable housing in our centers and corridors.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That there is enacted a new section 08.15.140 of the Spokane Municipal Code to read as follows:

Section 08.15.140 Project Parking Requirements

- A. Projects for which an MFTE application has been approved pursuant to SMC 08.15.060 and which meet all of the following requirements are exempt from the minimum off-street parking requirements of SMC 17C.230.110 if they are located within an area zoned for one of the center and corridor uses described in chapter 17C.122, SMC.
- B. For mixed-use projects, the exemption stated in paragraph A of this section does not apply to the non-residential portions of the project; total minimum off-street parking requirements for such projects are calculated using the non-residential uses and square footages as shown in Tables 17C.230-1 and 17C.230-2.

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:**

06/18/2018

Date Rec'd

6/6/2018

Clerk's File #

ORD C35638

Renews #Submitting Dept

CITY COUNCIL

Contact Name/Phone

BEN STUCKART 6256269

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0320 SOCIAL PURPOSE CORPORATIONS & CERTIFIED B CORPS ORDINANCE

Cross Ref #Project #Bid #Requisition #Agenda Wording

An ordinance relating to business registrations for social purpose corporations and Certified B Corporations; amending sections 08.01.020, 08.01.190, and 08.02.0206.

Summary (Background)

This ordinance will establish the same reduced business registration fee reduction currently provided to low gross income and non-profit businesses to Social Purpose Corporations and Certified B Corporations. Any company registered as a Certified B Corporations® will also be eligible for the personnel fee ("Head Tax") waiver currently received by non-profit organizations.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study Session

May 31

Division DirectorOtherFinance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

ORDINANCE NO. C35638

An ordinance relating to business registrations for social purpose corporations and Certified B Corporations; amending sections 08.01.020, 08.01.190, and 08.02.0206.

WHEREAS, in 2012, the Washington state legislature adopted legislation authorizing businesses to utilize the Social Purpose Corporation (“SPC”) form of organization; and

WHEREAS, similar to a Benefit Corporation, SPC is a corporate form that allows businesses to consider the social and environmental impacts of their decisions and integrate those impacts into their goals and business decisions, instead of the traditional standard of solely maximizing shareholders’ financial value; and

WHEREAS, under the SPC status, companies are required to make a commitment to pursue a social or environmental impact specified in its charter; and

WHEREAS, unlike Benefit Corporations, SPCs are not required to have a “general public benefit purpose” or operate in a full “triple-bottom-line” manner; and

WHEREAS, SPCs are required to notify potential investors that the corporation’s mission is not limited to earning a profit and must publish an annual public report that provides detail on the social purposes of the corporation’s goals; and

WHEREAS, SPCs do not currently receive any specific local, state, or federal tax benefits; and

WHEREAS, although Washington’s SPCs are not full Benefit Corporations, SPCs can meet the intent of the Benefit Corporation form by certifying through a third-party certifier such as B Lab’s B Corporation (B Corp), which allows SPCs to distinguish themselves from other companies who claim to be “green”, “sustainable”, or “socially conscious”. Any Washington company who certifies as a B Corp is making a formal commitment to operate in a full “triple-bottom-line” manner; and

WHEREAS, the interest in conscious capitalism continues to grow, and Benefit Corporations and B Corps are attracting investor support as a way to protect their businesses whose commitment to social and environmental responsibility is critical to the existence of the business and its response to market demand by customers and employees for sustainability and socially and environmentally conscious practices; and

WHEREAS, the city of Spokane is home to only a handful of SPCs and one Certified Benefit Corporation; and

WHEREAS, the City of Spokane intends to address the current lack of these types of businesses by crafting and implementing a clean slate incentive for new, established,

and relocating businesses that believe in sustainable business practices and are willing to back up their values through this business model.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 08.01.020 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.020 Definitions

Words are to be given their usual meaning except the following terms and their derivations have the meaning given when used in this chapter. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word “shall” is always mandatory and not merely directory.

- A. “Business” includes all activities, occupations, trades, pursuits, professions, and matters located or engaged in within the city with the object of gain, benefit, or advantage to the registrant or to another person or class, directly or indirectly.
- B. “Certified B Corporation” means any for-profit company certified by the non-profit B Lab to meet rigorous standards of social and environmental performance, accountability, and transparency.
- C. “Engaging in business” means commencing, conducting, or continuing in business, including delivery of goods and services, and the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.
- D. “Gross income” means the total income to the registering entity from engaging in business within the city without any deductions for taxes, bad debt, or other deductions. It is not computed separately for each individual partner, principal, employee, or other constituent part of the registrant.
- E. “Itinerant Vendor”, as used in this section is defined in SMC 10.40.010.
- F. “Nonprofit Corporation” or “Nonprofit Organization” means a corporation, organization or limited liability corporation:
 - 1. Formed and organized under chapter 24.03 RCW, and
 - 2. In accordance with Internal Revenue Code sections 501(c)(3) or 501(c)(4), and as hereafter amended.
 - 3. Where the term nonprofit organization is used, it is meant to include a nonprofit corporation or nonprofit limited liability corporation.

G. "Personnel" means any person employed by or working for any business located within the city, and/or persons who perform any part of their duties within the city. This includes officer, owner, agent or other staff function.

1. All officers, agents, dealers, LLC members, etc., of a corporation or business trust, and all partners of a partnership are counted as personnel within this definition.
2. A sole proprietor, owner and spouse are not counted as personnel.
3. Each part-time or each temporary person must be counted as one personnel.
4. Volunteers are not counted as personnel in determining the business registration fee.

H. "Registrant" includes any person who:

1. Engages in business,
2. Is required to have a business license and/or registration,
3. Is liable for any license fee, registration fee, or tax, or
4. Performs any act for which a license fee, registration fee, or tax is imposed by this chapter.

I. "Social Purpose Corporation" means a corporation that has elected to be governed as a social purpose corporation under chapter 23B.25, RCW.

Section 2. That section 08.01.190 of the Spokane Municipal Code is amended to read as follows:

Section 08.01.190 Business Registration Fee Reduction

A. Low Gross Income.

Registrants whose gross income does not exceed eighteen thousand dollars (\$18,000) per calendar year or prorated for a partial calendar year are entitled to a reduced business registration fee as specified in SMC 08.02.0206. (~~((Eighteen thousand dollars per calendar year))~~)The amount stated in this section shall be adjusted annually pursuant to SMC 08.02.0206(G). Any applicant for a reduced fee registration must present sufficient proof of gross income to the city of Spokane taxes and licenses division that income earned from business activities in the city is below the limit required ((limits))by this section. Proof of income must be shown by a tax return filed within the previous twelve (12) months.

B. Nonprofit Organizations.

Nonprofit organizations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof of nonprofit status as granted by the state or federal

government.

C. Social Purpose Corporations.

Social Purpose Corporations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof the business is registered as a Social Purpose Corporation in the state of Washington.

D. Certified B Corporations

Certified B Corporations are entitled to a reduced business registration fee as specified in SMC 08.02.0206. Any applicant for a reduced fee registration must present sufficient proof the business is actively certified as a Certified B Corporation.

Section 3. That section 08.02.0206 of the Spokane Municipal Code is amended to read as follows:

Section 08.02.0206 Business Registration

- A. A regular business registration basic fee is one hundred thirteen dollars (\$113) per twelve-month period.
- B. The basic fee for a nonresident business registration is one hundred thirteen dollars (\$113) per twelve-month period.
- C. In addition to the basic registration fee, each business must pay an additional fee for each personnel, per license year, as follows (all personnel of a business are charged the same amount corresponding to the respective category of the total number of personnel defined below):
 - 1. Businesses with fewer than six personnel in total: Ten dollars per person.
 - 2. Businesses with six to ten personnel in total: Fifteen dollars per person.
 - 3. Businesses with more than ten personnel in total: Twenty dollars per person.
- D. Whenever there is a change of ownership, the holder of the registration must notify the Washington State business licensing service within thirty days of such event. The new owner must file an application with the Washington State business licensing service to acquire a new registration, as provided in chapter 8.01 SMC.
- E. For businesses qualifying under SMC 08.01.190(A) (low gross income businesses) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee, but all applicable personnel, inspection, or other applicable fees or charges apply in full.

- F. For businesses qualifying under SMC 08.01.190(B) (nonprofit organizations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee. Nonprofit businesses are exempt from personnel fees.
- G. For businesses qualifying under SMC 08.01.190(C) (social purpose corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- H. For businesses qualifying under SMC 08.01.190(D) (Certified B Corporations) for a reduced registration fee, the reduced business registration fee is one-half the basic registration fee.
- I. Any Certified B Corporation certified by B Lab is exempt from personnel fees.
- J. Annual Fee Adjustment.
Effective January 1, 2011, and the first of January of each year thereafter, the ~~((various))~~ business registration fees set forth ~~((above))~~ in this section shall be adjusted by the ~~((city of Spokane treasurer's office for))~~ Chief Financial Officer by an amount equal to the consumer price index adjustment of the previous July – July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded up to the nearest dollar. In addition, the adjusted fees shall be presented to the ~~((city council))~~ City Council for approval and a copy of the approved fees filed with the ~~((city treasurer))~~ Chief Financial Officer before becoming effective. The annual fee adjustment provided for in this section shall not apply to the ~~((additional))~~ personnel fee ~~((per personnel set forth))~~ stated in ~~((subsection (C) of this section))~~ SMC 08.02.0206(C).

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper Study Session

Division & Department:	City Council																						
Subject:	Business Registration & Personnel Fees for Social Purpose Corporations and Certified B Corporations																						
Date:	May 31, 2018																						
Author (email & phone):	Ben Stuckart – bstuckart@spokanecity.org 625-6269																						
City Council Sponsor:	Ben Stuckart																						
Executive Sponsor:	None																						
Committee(s) Impacted:	Urban Development/Finance & Administration																						
Type of Agenda item:	<input type="checkbox"/> Consent <input checked="" 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)	<p>Sustainability Action Plan 4.1.8 Strategy 8-C – Support growth of “clean and green” businesses in the community.</p> <p>Comprehensive Plan Economic Development 3.1 – Economic Growth</p> <p>Comprehensive Plan Economic Development 3.4 – Value Added Business Strategy</p> <p>Comprehensive Plan Economic Development 4 – Economic and Employment Opportunity</p>																						
Strategic Initiative:	Marketing Spokane; Sustainability																						
Deadline:	Will file for Council consideration following committee meeting.																						
Outcome: (deliverables, delivery duties, milestones to meet)	Increase in Social Purpose Corporations in Spokane; Tool for socially conscious business recruitment; Cultivate a business environment in Spokane that attracts and rewards corporate responsibility and sustainability																						
<p><u>Executive Summary:</u></p> <p>This ordinance will establish the same reduced business registration fee reduction currently provided to low gross income and non-profit businesses to Social Purpose Corporations and Certified B Corporations. Any company registered as a Certified B Corporations® will also be eligible for the personnel fee (“Head Tax”) waiver currently received by non-profit organizations.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th></th> <th>Regular Business</th> <th>Non-Profit</th> <th>Low Gross Income</th> <th>Social Purpose Corporation</th> <th>Certified B Corp</th> </tr> </thead> <tbody> <tr> <td>Reduced Business Registration Fee</td> <td>No</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> <td>Yes</td> </tr> <tr> <td>Personnel Fee (“head tax”) Waiver</td> <td>No</td> <td>Yes</td> <td>No</td> <td>No</td> <td>Yes</td> </tr> </tbody> </table>							Regular Business	Non-Profit	Low Gross Income	Social Purpose Corporation	Certified B Corp	Reduced Business Registration Fee	No	Yes	Yes	Yes	Yes	Personnel Fee (“head tax”) Waiver	No	Yes	No	No	Yes
	Regular Business	Non-Profit	Low Gross Income	Social Purpose Corporation	Certified B Corp																		
Reduced Business Registration Fee	No	Yes	Yes	Yes	Yes																		
Personnel Fee (“head tax”) Waiver	No	Yes	No	No	Yes																		

The current fee for a regular business registration is \$113 per year. In addition to the basic registration fee, businesses pay a per employee fee also known as a “head tax”.

<6 Employees	6-10 Employees	>10 Employees
\$10 per employee	\$15 per employee	\$20 per employee

Businesses who fall under a low gross income threshold are eligible for a reduced business registration fee (one-half of the fee), however low gross income businesses are still required to pay the “head tax”. Non-profit organizations are also eligible for the reduced business registration fee (again, one-half the basic registration fee) and the “head tax” is waived for all non-profits. The City’s “head tax” currently generates more than \$2 million dollars in revenue.

In 2012, the state legislature adopted the Social Purpose Corporation (SPC) Law for Washington State. Similar to a Benefit Corporation (recognized in 37 states outside of Washington), Social Purpose Corporations are a business status that allows businesses to consider social and environmental impacts and goals when making business decisions. Under the Social Purpose Corporation status, companies are required to make a commitment to pursue a social or environmental impact that it specifies in its charter. Unlike Benefit Corporations, Social Purpose Corporations are not required to have a “general public benefit purpose” or operate in a full triple-bottom-line manner¹.

Social Purpose Corporations can be established through the Washington Secretary of State or by electing to become a Social Purpose Corporation after a recommendation by the board of directors as well as consent by two-thirds of the shareholders. Social Purpose Corporations are required to notify potential investors that the corporation’s mission is not limited to earning a profit. Social Purpose Corporations are also required to publish an annual public report that provides detail on the social purposes of the corporation’s goals. Social Purpose Corporations do not currently receive any specific local, state, or federal tax benefits.

Although Washington’s Social Purpose Corporation lacks the ‘teeth’ of traditional Benefit Corporations, Social Purpose Corporations can meet the intent of Benefit Corporations by certifying through a third-party certifier such as B Lab’s B Corp Certification. Third-party certification allows companies to distinguish themselves from other companies who claim to be “green”, “sustainable”, or “socially conscious”. Major Certified B Corporations have included: Patagonia, Warby Parker, Method (cleaning sprays), New Belgium Brewing, Ben & Jerry’s, and Hootsuite.

Businesses seeking B Corporation certification begin the process by completing an impact assessment based on the company’s impact on workers, community, customers, and environment. Impact assessment example questions include:

GOVERNANCE: Does the company have a formal process to share financial information (except salary info) with its full-time employees?

WORKERS: Based on referenced compensation studies, how does your company’s compensation structure (excluding executive management) compare with the market?

¹ Profit, People, & Planet

COMMUNITY: What % of management is from underrepresented populations? (This includes women, minority/previously excluded populations, people with disabilities, and/or individuals living in low-income communities.)

ENVIRONMENT: Does your company monitor and record its universal waste production?

The interest in conscious capitalism continues to grow.²Benefit corporations are beginning to attract support from investors and entrepreneurs as a way to protect their businesses whose social benefit purpose is critical to the existence of the business. Consumers continually express that sustainability is priority when shopping. Studies also show that employees prefer working for organizations that have a strong social and environmental track record.

The city of Spokane currently has only a handful of Social Purpose Corporations. There is one Certified B Corporation. The current lack of these types of businesses allows the City to craft and implement a clean slate incentive for new, established, and relocating businesses that believe in sustainable business practices and are willing to back up their values through this business model.

References

Bend, D., & King, A. (2014, May 30). *Why Consider A Benefit Corporation?* Retrieved from Forbes:

<https://www.forbes.com/sites/theyec/2014/05/30/why-consider-a-benefit-corporation/#7c78774065e9>

Clark, W. H., & Vranka, L. (2013). *The Need and Rationale for the Benefit Corporation*. Philadelphia: Drinker Biddle & Reath.

Field, A. (2013, January 25). *First-Ever Study of Maryland Benefit Corps Released*. Retrieved from Forbes: <https://www.forbes.com/sites/annefield/2013/01/25/first-ever-study-of-maryland-benefit-corps-released/#649b60b5e80e>

Gunther, M. (2017, April 19). *Why B Corporations are at a crossroads*. Retrieved from GreenBiz: <https://www.greenbiz.com/article/why-b-corporations-are-crossroads>

Kim, S., Karlesky, M. J., Myers, C. G., & Schifeling, T. (2016). Why Companies Are Becoming B Corporations. *Harvard Business Review*.

Lee, D. (2017). Washington state's Social Purpose Corporations making impact on the word, and businesses. *Puget Sound Business Journal*.

Mirzarian, S. (2015). Washington's Social Purpose Corporation: Creating Accountability for Corporations or Simply Providing a Halo to Underserving Corporations. *Seattle Journal of Environmental Law*, 255-279.

Nielsen. (2015, November 05). Retrieved from GREEN GENERATION: MILLENNIALS SAY SUSTAINABILITY IS A SHOPPING PRIORITY: <http://www.nielsen.com/us/en/insights/news/2015/green-generation-millennials-say-sustainability-is-a-shopping-priority.html>

² See Dick's Sporting Goods recent move change gun selling policy

O'Connor, S. (2012, March 7). *Washington State Legislature Passes New Social Purpose Corporation Law*. Retrieved from The Means of Innovation:
<http://meansofinnovation.com/292/washington-state-legislature-passes-new-social-purpose-corporation-law/>

Unilever. (2017, May 1). *Report shows a third of consumers prefer sustainable brands*. Retrieved from
<https://www.unilever.com/news/Press-releases/2017/report-shows-a-third-of-consumers-prefer-sustainable-brands.html>

Wallin, J. (2012, July 6). *What's positive about Washington's new Social Purpose Corporations*. Retrieved from GeekWire: <https://www.geekwire.com/2012/big-positives-washingtons-social-purpose-corporations/>

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.) The City will lose business registration revenue for current businesses that become Certified B Corporations or reincorporate as Social Purpose Organizations. Revenue loss because of this ordinance is limited to the General Fund. The fiscal impact of this ordinance is indeterminate because it is unknown which, if any, current businesses will reincorporate as Social Purpose Corporations or become Certified B Corporations.

There are 5 Social Purpose Organizations in the City. These businesses will be eligible for the business fee reduction upon their annual license renewal. This will have an estimated reduction in City revenue of \$282.50.

There is one Certified B Corporation in the City. This business has less than 6 employees. This business will be eligible for the business fee reduction and personnel fee waiver upon their annual license renewal. This will have an estimated reduction in City revenue of no more than \$116.50.

The City's cost of implementing this ordinance is minimal.

Operations Impact:

Consistent with current operations/policy? ☐ Yes ☒ No

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

Specify changes required: Known challenges/barriers:

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

06/18/2018

Date Rec'd

6/6/2018

Clerk's File #

ORD C35635

Renews #Submitting Dept

PLANNING

Contact Name/Phone

MELISSA OWEN 625-6063

Contact E-Mail

MOWEN@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Agenda Item Name

0650 - ELECTRIC FENCE ORDINANCE

Cross Ref #Project #Bid #Requisition #Agenda Wording

An ordinance relating to electric fence security systems, amending SMC 17C.130.310 to allow electric fence use in Light Industrial Zones and amending conditions under which electric fences may be installed.

Summary (Background)

Ordinance amending the Industrial Fence code, permitting installation of electric fences in Light Industrial zones and amending conditions under which electric fences may be installed and operated including compliance with street frontage and screening when electric fence security systems are installed adjacent to or across a street or alley from a non-industrial zone, amending permitted hours of operation, and requiring solid surface fencing when installed within 5 ft of a pedestrian connection

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

ApprovalsCouncil NotificationsDept Head

HEATHER TRAUTMAN

Study SessionDivision Director

KINDER, DAWN

Other

Urban Experience

Finance

ORLOB, KIMBERLY

Distribution ListLegal

RICHTMAN, JAMES

htrautman@spokanecity.org

For the Mayor

TIM DUNIVANT

dkinder@spokanecity.org

Additional Approvals

aworlock@spokanecity.org

Purchasing

mowen@spokanecity.org

CITY COUNCIL

MCDANIEL, ADAM

sbishop@spokanecity.org

bborisov@spokanecity.org

tstripes@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

cbausinger@electricguarddog.com

mpate@electricguarddog.com

jrichman@spokanecity.org

mpenkunis@spokanecity.org

tpalmquist@spokanecity.org

mmuramatsu@spokanecity.org

dkokot@spokanecity.org

kbecker@spokanecity.org

ORDINANCE NO. C35635

AN ORDINANCE relating to the electric fence security systems amending SMC 17C.130.310.

WHEREAS, on May 9, 2016 Spokane City Council passed Ordinance C35384 permitting the construction and use of electric fences in areas of the City zoned Heavy Industrial; and

WHEREAS, in mid-2017, the City received a request for approval of an electric fence in an area of the City zoned Light Industrial, a use that is currently prohibited outside areas zoned Heavy Industrial; and

WHEREAS, in response to this request, the City Council sought a recommendation from the Plan Commission regarding expanding the use of electric fence security systems within Light Industrial zones (the "Proposal"); and

WHEREAS, the Plan Commission held workshops, open to the public, on February 28, 2018 and March 14, 2018 to study the existing code and the Proposal, which would amend the City's development regulations to establish the conditions for permitting electric fences in Light Industrial Zones; and

WHEREAS, City staff conducted significant public outreach efforts regarding the Proposal in addition to statutory noticing requirements.

WHEREAS, on May 9, 2018, the Plan Commission held a public hearing during which the public had an opportunity to provide written and verbal testimony regarding the Proposal; and

WHEREAS, at the conclusion of the hearing, the Plan Commission found that the proposed amendments meet the approved criteria for text amendments to the Unified Development Code as outlined by SMC 17G.025.010(F); and

WHEREAS, after public testimony and deliberation the Plan Commission voted 10 to 0 to recommend approval of the Proposal including the use of electric fence security systems in Light Industrial Zones; and

WHEREAS, electric fence security systems are intended to deter crime; and

WHEREAS, the City should explore and pursue opportunities to create an environment where new businesses can start and existing businesses can grow; and

WHEREAS, electric fence security systems provide businesses in Heavy and Light Industrial Zones with outdoor storage an option for protecting their property, and

WHEREAS, Industrial zones share zoning boundaries with a variety of non-industrial zones including Residential zones; and

WHEREAS, non-industrial uses are frequently found in Industrial zones; and

WHEREAS, new industrial development requires landscape, screening and other design features to promote industrial development that is attractive, complementary, and compatible with other land uses; and,

WHEREAS, the Proposal intends to reduce conflicts, create more attractive transitions, and improves the appearance and compatibility of industrial property by requiring non-conforming industrial development to come into closer conformance with street frontage and screening standards as conditions to permitting electric fence use when installed in close proximity to non-industrial zones; and,

WHEREAS, a solid surface covering on the required non-electrified perimeter fence is intended to prevent accidental contact with the electrified portion of the fence when electric fence security systems are installed and operated in close proximity to sidewalks, trails, pedestrian connections, residential units, schools and daycare facilities; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the Plan Commission's findings, conclusions, and recommendations for the same purposes; --

Now, Therefore, The City of Spokane does ordain:

Section1. That SMC section 17C.130.310 is amended to read as follows:

Section 17C.130.310 Fences

A. Purpose

The fence standards promote the positive benefits of fences without adversely impacting the community or endangering public or vehicle safety. Fences near streets are kept low in order to allow visibility into and out of the site and to ensure visibility for motorists. Fences in any required side or rear setback are limited in height so as to not conflict with the purpose for the setback.

B. Type of Fences

The standards apply to walls, fences, and screens of all types whether open, solid, wood, metal, wire, masonry, or other material.

C. Location, Height, and Design

1. Street Setbacks.

No fence or other structure is allowed within twelve feet from the back of the curb, consistent with the required sidewalk width of SMC 17C.130.230.

a. Measured from Front Lot Line.

Fences up to three and one-half feet high are allowed in a required street setback that is measured from a front lot line.

b. Measured from a Side Lot Line.

Fences up to six feet high are allowed in required setback that is measured from a side lot line.

c. Fences shall not reduce the required setback width of SMC 17C.130.210.

2. Side or Rear Structure Setbacks.

Fences up to six feet high are allowed in required side or rear setbacks except when the side or rear setback abuts a pedestrian connection.

When the side or rear setback abuts a pedestrian connection, fences are limited to three and one-half feet in height.

3. Not in Setbacks.

The height for fences that are not in required setbacks is the same as the regular height limits of the zone.

4. Sight-obscuring Fences and Walls.

Any required or non-required sight-obscuring fences, walls, and other structures over three and one-half feet high, and within fifteen feet of a street lot line shall be placed on the interior side of a L2 see-through buffer landscaping area at least five feet in depth (See chapter 17C.200 SMC, Landscaping and Screening).

D. Prohibited Fences

1. No person may erect or maintain a fence or barrier consisting of or containing barbed, razor, concertina, or similar wire except that up to three strands of barbed wire may be placed atop a lawful fence exceeding six feet in height above grade.
2. A fence, wall or other structure shall not be placed within a public right-of-way without an approved covenant as provided in SMC 17G.010.160 and any such structure is subject to the height requirement for the adjoining setback.
3. No fence may be closer than twelve feet to the curb.

E. Electric Fences.

The construction and use of electric fences shall be allowed in the Heavy Industrial (HI) and Light Industrial (LI) zones only as provided in this section, subject to the following standards:

1. Permit.

Prior to the installation or use of any electrified fence, the property owner or tenants of the property upon which such fencing will be installed or used shall submit a completed application for review of such fencing as a building permit review to receive approval for the fence and electrical permits for the project. The application shall include:

- a. Site plan showing the location of the protective barrier and the electrified fence on the property in relation to the property lines, walkways, existing buildings, and curb;
- b. Fence details showing both the electrified fence and protective barrier, including all gates;
- c. All supporting documentation from the electric fence manufacturer, equipment to be used, and certification of service from the monitoring provider.

2. IEC Standard 60335-2-76.

Unless otherwise specified herein, electric fences shall be constructed or installed in a conformance with the specifications set forth in International Electro technical Commission (IEC) Standard No. 60335-2-76.

3. Electrification.

- a. The energizer for electric fences must be driven by a commercial storage battery or batteries not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. However the solar panel may be augmented by a commercial trickle charger.
- b. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of IEC Standard No. 60335-2-76.

4. Perimeter fence or wall.

No electric fence shall be installed or used unless it is completely surrounded by a non-electrical fence or wall that is not less than six feet tall.

- a. There shall be a space of four (4) to twelve (12) inches between the electric fence and the perimeter fence or wall.
- b. Electric fences shall be subject to the screening requirements of SMC 17C.200.070 when installed adjacent to, across a street or alley from a non-industrial zone.
- c. Electric Fences are subject to Street Frontage requirements prescribed in 17C.200.040 when installed along street frontage that is adjacent to or across the street from a non-industrial zone.

5. Location.

- a. Electric fences shall be permitted on any non-residential outdoor storage areas.

- b. Electric fences shall not be installed within one hundred fifty (150) feet of a property line for a residence, or from a school, or day care facility, unless the exterior perimeter non-electrified fence is covered with a solid covering (e.g. solid mesh, slats, etc.) to further prevent contact with the electric fence.
 - c. Electric fences shall not be installed within five (5) feet of a sidewalk, trail or other pedestrian connection unless the exterior perimeter non-electrified fence is covered with a solid covering.
- 6. Height.
Electric fences shall have a minimum height of 8 feet and a maximum of 10 feet.
- 7. Warning signs.
Electric fences shall be clearly identified with warning signs that read: "Warning-Electric Fence" and contain icons that are universally understood at intervals of not less than thirty feet.
- 8. Electric fence burglar alarms shall be governed and permitted under Title 10 Regulation of Activities, Chapter 10.48 False Alarms.
- 9. Hours of activation.
Electric fences must only be energized during hours when the public does not have legal access to the protected property ((shall not be activated between the hours of 8am and 5pm)), except
 - a. ~~On days when the business is closed, such as weekends or holidays; or~~
 - b. When personnel is available on-site to deactivate the electric fence.
- 10. Key Box.
 - a. Electric fences shall have installed a key box system in accordance with the Spokane Fire Department standards.
 - b. The electric fence controller and emergency key safe for the electric fence must be located in a single accessible location for the entire fence.
- 11. Fire Department Registration.
Prior to the installation or use of any electrified fence, the property owner or tenants of the property upon which such fencing will be installed or used shall submit a completed registration for such fencing to the Fire Department using forms provided by the Fire Chief.
- 12. Indemnification.
All applicants issued a permit to install or use an electric fence as provided in this chapter shall agree, as a condition of permit issuance, to defend,

indemnify and hold harmless the City of Spokane and its agents, officers, consultants, independent contractors and employees from any and all claims, actions or proceedings, including but not limited to those arising out of any personal injury, including death, or property damage caused by the electric fence.

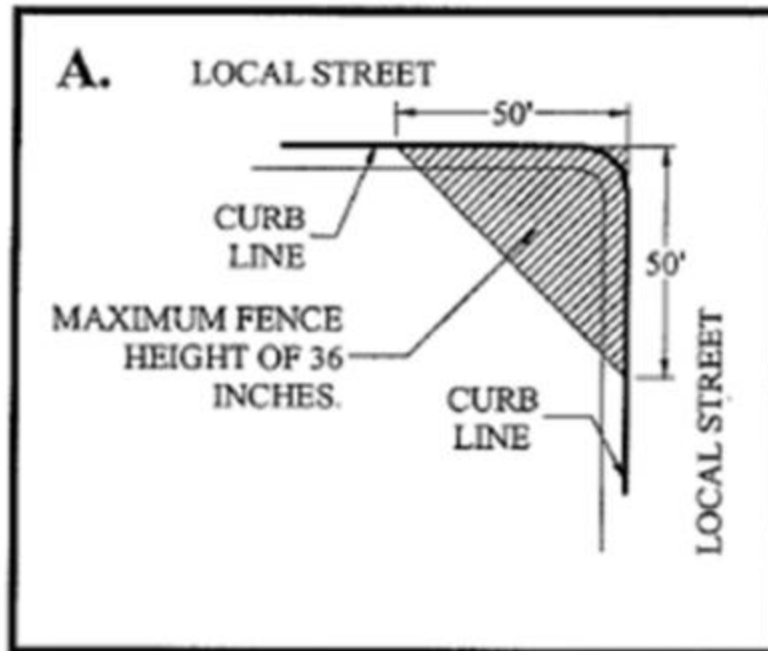
13. Emergency Access.

In the event that access by the City of Spokane Fire Department and/or Police Department personnel to a property where a permitted electric fence has been installed and is operating, is required due to an emergency or urgent circumstances, and the Knox Box or other similar approved device referred to in this section is absent or non-functional, and an owner, manager, employee, custodian or any other person with control over the property is not present to disable the electric fence, the fire or police personnel shall be authorized to disable the electric fence in order to gain access to the property. As a condition of permit issuance, all applicants issued permits to install or use an electric fence as provided in this section shall agree in writing to waive any and all claims for damages to the electric fence against the City of Spokane and/or its personnel under such circumstances.

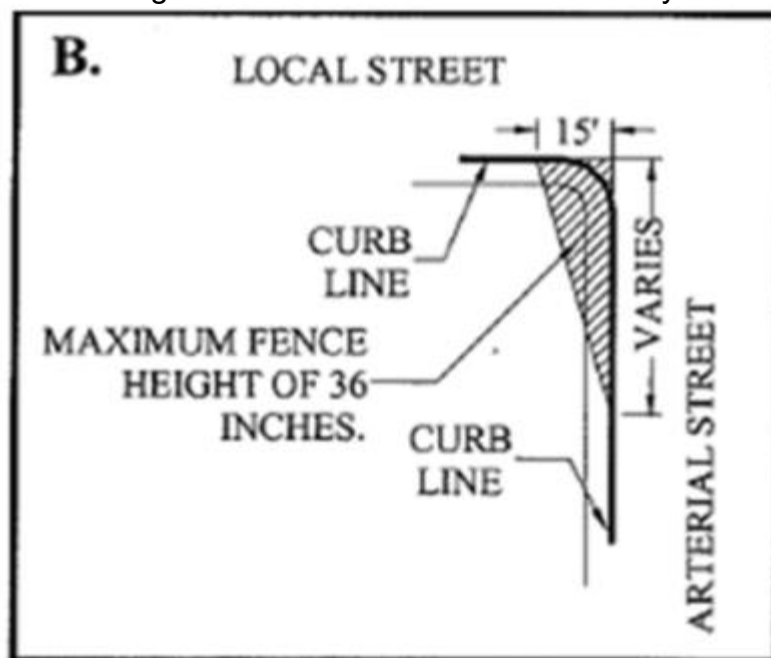
14. It shall be unlawful for any person to install, maintain or operate an electric fence in violation of this section.

F. Visibility at Intersections

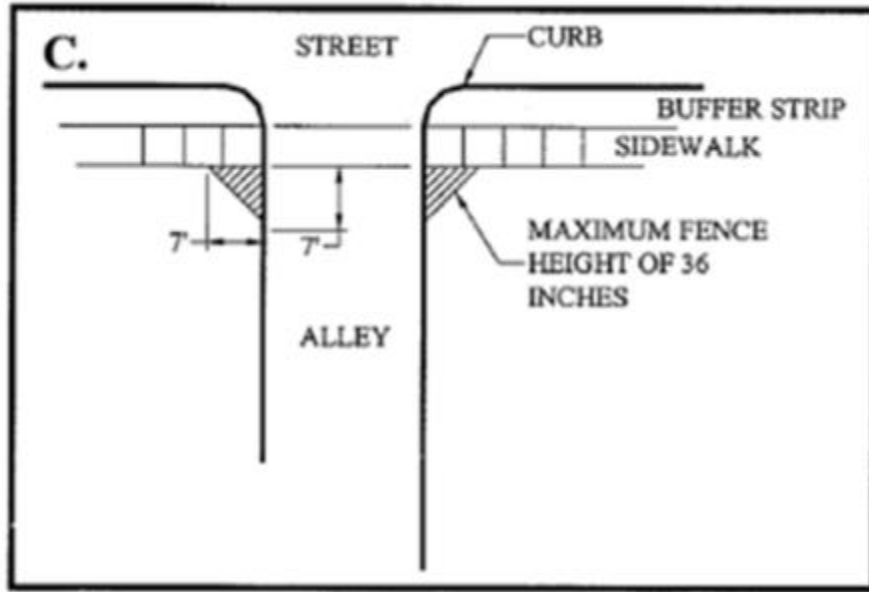
1. A fence, wall, hedge or other improvement may not be erected or maintained at the corner of a lot so as to obstruct the view of travelers upon the streets.
2. Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, no fence exceeding a height of thirty-six inches above the curb may be inside the:
 - a. right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or



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



- c. right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:
- the inside line of the sidewalk; or
 - if there is no sidewalk, a line seven feet inside the curb line.



G. Enclosures for Pools, Hot Tubs, or Ponds

1. A person maintaining a swimming pool, hot tub, pond, or other impoundment of water exceeding five thousand gallons and eighteen inches or more in depth and located on private property is required to construct and maintain an approved fence by which the pool or other water feature is enclosed and inaccessible by small children.
2. The required pool enclosure must be at least fifty-four inches high and may be a fence, wall, building or other structure approved by the building services department.
3. If the enclosure is a woven wire fence, it is required to be built to discourage climbing.
4. No opening, except a door or gate may exceed four inches in any dimension.
5. Any door or gate in the pool enclosure, except when part of the occupied dwelling unit, must have self-closing and self-locking equipment by which the door or gate is kept secure when not in use. A latch or lock release on the outside of the door or gate must be at least fifty-four inches above the ground.

H. Reference to Other Standards

Building permits are required by the building services department for all fences including the replacement of existing fences. A permit is not required to repair an existing fence.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**SPOKANE ENVIRONMENTAL ORDINANCE
NONPROJECT DETERMINATION OF NONSIGNIFICANCE &
ADOPTION OF EXISTING ENVIRONMENTAL DOCUMENT**

FILE NO(S): *An ordinance amending section 17C.130.310, Industrial Zones Fences, of the Spokane Municipal Code.*

PROPONENT: *City of Spokane, Planning & Development*

DESCRIPTION OF PROPOSAL: *An ordinance amending Section 17C.130.310, Industrial Zone Fences of the Spokane Municipal Code. This amendment will permit the installation of electric fences in the Light Industrial (LI) Zone. The proposed amendments under consideration include revised landscape and screening requirements to reduce potential conflicts with adjacent, non-industrial zoned property and uses such as residences, schools, daycare facilities, trails and other pedestrian connections.*

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: *This is a non-project citywide zoning amendment that applies areas currently zoned Industrial in the City of Spokane.*

DOCUMENTS BEING ADOPTED:

This SEPA determination and previously adopted environmental documents (issued January 20, 2016 by the City of Spokane Planning Department) are hereby adopted by reference. Previously prepared and approved documents are available on the City's website at <https://my.spokanecity.org/projects/electric-fence-text-amendment-update/>. The January 20, 2016 DNS and environmental checklist contemplated potential impacts of electric fences in all industrial zones.

LEAD AGENCY: *City of Spokane, Planning & Development*

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

DNS INFORMATION

- [] There is no comment period for this DNS.
- [] This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- [x] This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). Comments must be submitted no later than May 7, 2018 at 4:00 p.m. if they are intended to alter the DNS.

Responsible Official: Heather Trautman

Position/Title: Acting Director, Planning and Development **Phone:** (509) 625-6300

Address: 808 West Spokane Falls Boulevard, Spokane, WA 99201-3329

Date Issued: March 26, 2018

Signature: 

APPEAL OF THIS DETERMINATION, after it becomes final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane, WA 99201. The appeal deadline is fourteen (14) calendar days after the signing of the DNS. This appeal must be on forms provided by the Responsible Official, make specific factual objections and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

BRIEFING PAPER
City of Spokane
Planning & Development
Plan Commission Hearing
May 9, 2018

Subject

Proposal to amend the Spokane Municipal Code to permit electric fences in Light Industrial (LI) zones.

Previous Legislation

Electric Guard Dog sought an amendment to the Spokane City fence code in 2015 to allow business owners in commercial and industrial zones to install electric fence security systems (Z1500056COMP). The Plan Commission forwarded a recommendation to City Council to allow these fences in Light (LI) and Heavy Industrial (HI) zones. The amended code adopted by City Council in May, 2016 permitted electric fence installation in Heavy Industrial (HI) zones only.

A new request for an electric fence was received for a business in a LI zone in mid-2017. Council President Stuckart is the sponsor of the current process to evaluate expansion of electric fence installation to LI zones.

Background

The text amendment is to allow the installation of electric fence security systems in Light Industrial (LI) zones and includes revised landscape and screening requirements and other protections intended to reduce conflicts with adjacent, non-industrial zoned property and uses such as residents, schools, daycare facilities, trails and other pedestrian connections. Additional proposed changes provide greater flexibility regarding hours of operation of electric fences and relaxing of Screening and Impact Abatement requirements under SMC 17C.130.310(E) for outdoor storage areas such as service, storage, loading and trash areas (except when installed adjacent to, across a street or alley from a non-industrial zone).

The Plan Commission held two workshops on this matter – February 28 and March 14, 2018. During the February 28th Commission Meeting the 2015-2016 amendment process was reviewed; no amended text introduced. Commissioners asked staff to investigate concerns brought forward by City Council Members that resulted in the exclusion of light industrial zones in the adopted code. After reviewing video of the Council hearing including Council Member discussion (May 9, 2016) staff brought forward proposed revisions intended to permit electric fence use in LI zones and address Council Member concerns including:

- Several school locations missing from map exhibits utilized in the 2015-2016 process;
- The proximity of urban core/urban areas, centers and corridors, residential uses, and schools to light industrial zones;
- The visual impact of electric fences on non-industrial areas/uses;
- An imbalance between the benefits for electric fence users and risks to non-industrial land uses and zones; and,
- The impact to Northeast Spokane.

The proposed amendments before the Commission remains the same as those which were introduced to the Commission during their March 14, 2018 Workshop. These amendments include:

- Use of electric fences in Light Industrial (LI) zones;
- A relaxing of Screening and Impact Abatement requirements under SMC 17C.130.310(E) for outdoor storage areas such as service, storage, loading and trash areas (except when installed adjacent to, across a street or alley from a non-industrial zone);
- New site planting requirements for electric fences installed along street frontage adjacent to or across the street from a non-industrial zone;
- New solid surface perimeter fencing requirements when installed within five feet of a sidewalk, trail, or other pedestrian connection; and,
- Increased flexibility regarding hours at which electric fences may be charged.

Public Comments and Outreach

The Plan Commission held two workshops – both were open to the public. The text amendment proposal was reviewed at the second of two workshops held by the Commission on March 14, 2018. Staff also provided information on the proposal to the Community Assembly Land Use Committee on March 15, 2018. The electric fence project page created during the 2015-2016 code amendment process was updated with revised maps and proposed text amendments and retained documents associated with the earlier process.

Notice of Intent to Adopt and SEPA review was published in the City of Spokane Official Gazette on March 21, 2018. Notice of Public Hearing, Spokesman Review, April 25 and May 2, 2018. Additionally, staff sent detailed emails to each Neighborhood Council on March 28, 2018, issued a notice regarding the proposed amendment and hearing in the Neighborhood Friday Update on April 6 and May 4, 2018, a blog was posted and has been visible on the City's website since Tuesday, April 17, 2018 and information on the proposed amendment was also included as a post on Next Door on April 20, 2018.

The Plan Commission meeting on May 9th is the first public hearing on the topic. The Plan Commission may continue the hearing. Opportunities for public comment will continue as the City Council considers recommendations from the Plan Commission. A City Council Hearing has not yet been scheduled, but is anticipated no earlier than June, 2018. All public comments are provided as an attachment to this briefing paper.

Impact

Electric fences are a tool to deter crime. The industrial fence amendments as proposed would impact Industrial zones throughout the City of Spokane (see attached map). Secondary visual impacts may be associated with electric fences installed adjacent to or in close proximity to non-industrial uses within industrial zones and non-industrial zones in close proximity or sharing a zoning boundary with industrial zones.

Light Industrial zones within the City limits encompass more than 7,300 acres across eight neighborhoods including: Shiloh Hills, Hillyard, East Central, Chief Garry Park, Bemiss, Logan, West Central, and West Hills.

Of the eight neighborhoods identified above, Shiloh Hills and West Hills Neighborhoods have the most new industrial development opportunity. As a result, installation of electric fences as part of a new industrial development project would meet all current standards for landscape and screening, among other development standards. Electric fences installation in one of the other six neighborhoods identified above are more likely to be installed on properties where existing development does not meet current landscape, screening, and other development standards and/or where adjacent property are zoned for non-industrial uses.

Funding

This is a Council sponsored request for review of the existing industrial fence code.


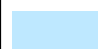

Action

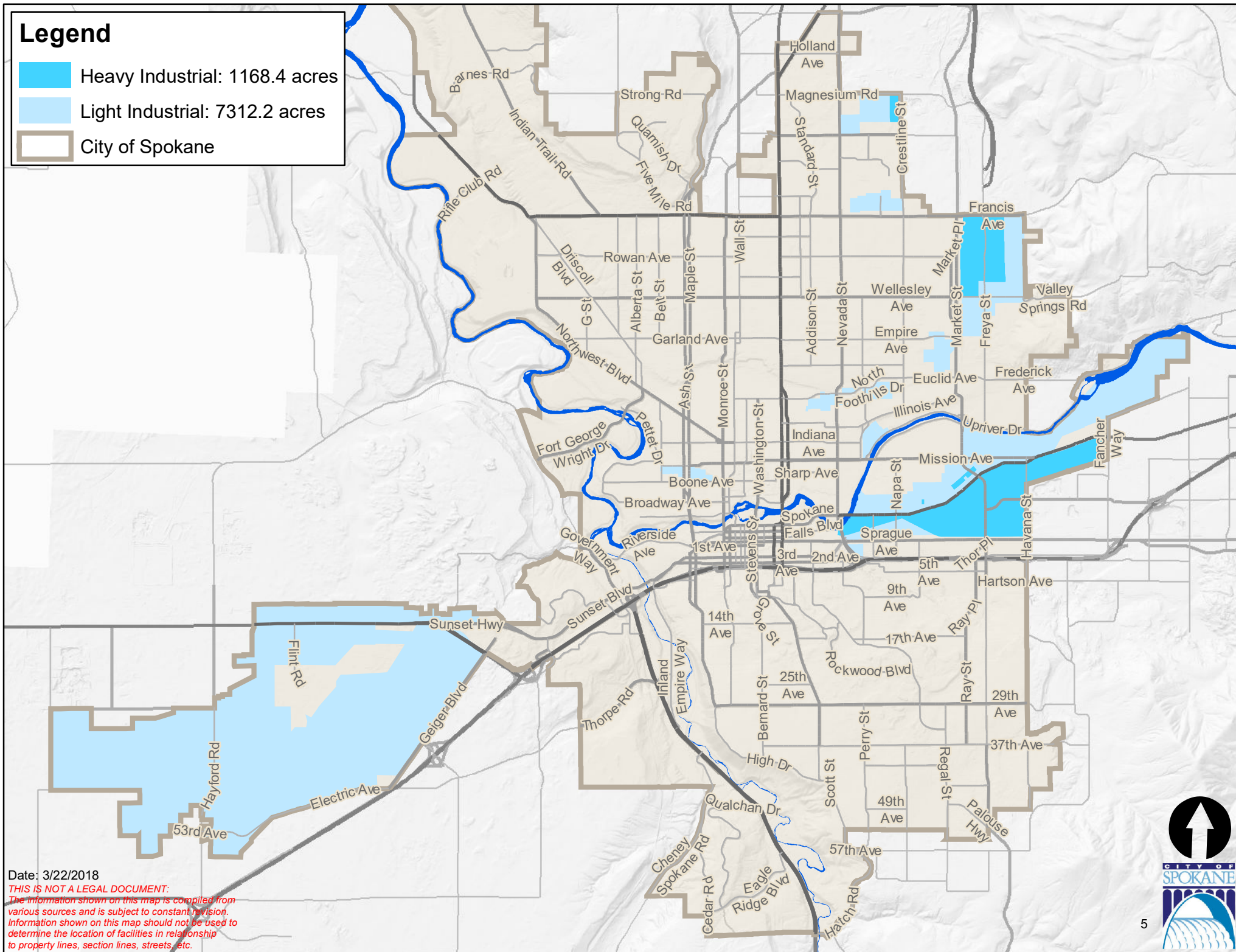
The Plan Commission is being asked to review the proposal and public comments and make a recommendation on action to City Council.

Attachments/Links:

- Existing industrial fence code [SMC 17C.130.310](#)
- Proposed text changes to SMC 17C.130.310(E)
- Affected Zones Map

Legend

-  Heavy Industrial: 1168.4 acres
-  Light Industrial: 7312.2 acres
-  City of Spokane



Date: 3/22/2018

THIS IS NOT A LEGAL DOCUMENT:

The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Proposed Amendment to Industrial Fence Standards
Spokane Municipal Code Section 17C.130.310**

A Recommendation from the City Plan Commission to the City Council to approve proposed amendments to the Unified Development Code. This proposal will allow electric fences to be installed around non-residential outdoor storage areas in Light Industrial (LI) by amending Spokane Municipal Code (SMC) Title 17C.130.310, Industrial Zone Fences.

I. Findings of Fact

- A.** On May 9, 2016 Spokane City Council passed Ordinance C35384 permitting the construction and use of electric fences in areas of the City zoned Heavy Industrial. Electric fences are currently prohibited in all other zones in the City.
- B.** In mid-2017, the City received a request for approval of an electric fence in an area of the City zoned Light Industrial; a use that is currently prohibited outside areas zoned Heavy Industrial. In response to this request, the City Council sought a recommendation from the Plan Commission whether or not to amend the City's regulations to allow electric fences in the City's Light Industrial zones (the "Proposal").
- C.** Thereafter, City staff conducted significant public outreach efforts regarding the Proposal in addition to statutory noticing requirements. These outreach efforts included:
- A presentation to the Community Assembly Land Use Committee on March 15, 2018;
 - Emails to each Neighborhood Council on March 28 and May 7, 2018;
 - Neighborhood Friday Update on April 6 and May 4, 2018;
 - Blog post visible on the City's Website beginning April 17, 2018; and,
 - City-wide post on Nextdoor.com on April 20, 2018;
- D.** The Plan Commission held workshops, open to the public, on February 28, 2018 and March 14, 2018 to study the Proposal, which would amend the City's development regulations to establish the conditions under which electric fences would be allowed in the City's Light Industrial zones.
- E.** On March 21, 2018, the City published a notice of intent to adopt and SEPA review in the City of Spokane Gazette.
- F.** On March 27, 2018, the City provided the Washington State Department of Commerce and appropriate state agencies with the required 60-day advance notice before adoption of the proposed changes to the City's development regulations.

- G. On May 7, 2018, the City issued a SEPA non-project DNS (Determination of Non-Significance), indicating that the Proposal would not have a significant impact on the environment.
- H. On April 28 and May 2, 2018, the City caused notice to be published in the Spokesman Review notifying the public of the Plan Commission hearing regarding the Proposal.
- I. On May 9, 2018, the Plan Commission held a public hearing during which the public had an opportunity to provide written and verbal testimony regarding the Proposal.
- J. Electric fences are intended to deter crime. The purpose of permitting electric fences in industrial zones is to provide another security option for industrial zoned businesses that store equipment and merchandise outdoors.
- K. The Proposal is consistent with and implements the following provisions of the City of Spokane's Comprehensive Plan:

- Values: "The things that are important to Spokane's future include (but are not limited to): Protecting the character of single-family neighborhoods."

Discussion: Light Industrial zones frequently share zoning boundaries with residential single family zones. The proposal protects character of single family neighborhoods through landscape and screening requirements when electric fences are installed adjacent to or across a street from a non-industrial zone.

- LU 1.10 Industry: Provide a variety of industrial locations and site sizes for a variety of industrial development and safeguard them from competing land uses

Discussion: The proposal benefits industrial business in that electric fences are intended to deter crime. Electric fences provide an extra layer of security for those industrial businesses with storage for expensive equipment. Landscaping, Screening and in some circumstances solid surface cover on the required non-electrified fence afford a method for reducing conflicts and promoting greater compatibility between non-industrial uses in close proximity to industrial zones.

- LU 2.1 Public Realm Features: Encourage features that improve the appearance of development, paying attention to how projects function to encourage social interaction and relate to and enhance the surrounding urban and natural environment.

Discussion: The proposal intends to reduce conflicts, create more attractive transitions, and improves the appearance of industrial property where electric fences are installed in close proximity to non-industrial zones.

- LU 5 Development Character (Goal): Promote development in a manner that is attractive, complementary, and compatible with other land uses.

Discussion: New industrial development requires landscape and other design features to promote industrial development that is attractive, complementary, and compatible with other land uses. The proposal intends to bring non-conforming industrial development

into closer conformance with current landscaping and screening standards when electric fences are installed adjacent to or across the street from a non-industrial zone.

- LU 5.1 Built and Natural Environment: Ensure that developments are sensitive to the built and natural environment (for example, air and water quality, noise, traffic congestion, and public utilities and services), by providing adequate impact mitigation to maintain and enhance quality of life.

Discussion: The proposal intends to reduce conflicts, create more attractive transitions, and improves the appearance of industrial property where electric fences are installed in close proximity to non-industrial zones. Industrial Zoned properties are found in eight neighborhoods (primarily in Northeast Spokane). While new industrial development requires landscape and other design features to promote industrial development that is attractive, complementary, and compatible with other land uses, the installation of a fence would not typically trigger conformance with these kinds of standards. To maintain and enhance quality of life in those neighborhoods with industrial zoned property the proposal intends to bring non-conforming industrial development into closer conformance with current landscaping and screening standards when electric fences are installed adjacent to or across the street from a non-industrial zone.

- LU 5.2 Environmental Quality Enhancement Encourage site locations and design features that enhance environmental quality and compatibility with surrounding land uses.

Discussion: The proposal intends to provide adequate landscaping and other site design features that enhance the compatibility of development with the surrounding area where electric fences are installed adjacent or across the street from non-industrial zoned property and in close proximity to residents, schools and daycare facilities.

- ED 3.1 Stimulate economic growth by supporting the formation, retention, expansion, and recruitment of businesses.

Discussion: Business start-up, retention, expansion, and recruitment activities foster economic growth. The city should explore and pursue opportunities to create an environment where new businesses can start and existing businesses can grow and develop. Electric fences provide businesses with outdoor storage another option for protecting their property.

- ED 7.6 Development Standards and Permitting Process: Periodically evaluate and improve the City of Spokane's development standards and permitting process to ensure that they are equitable, cost-effective, timely, and meet community needs and goals.

Discussion: This text amendment review process is an example of City staff working to evaluate and improve the City of Spokane's development standards. In addition to working toward a proposal that would address Council Concern, the amendment includes greater flexibility in the hours of operation for electric fence use and because a

fence wouldn't typically trigger code compliance, the amendment relaxes landscape and screening requirements associated with the use of electric fences unless installed adjacent to, across a street or alley from a non-industrial zone.

- ED 8.1 Quality of Life Protection Protect the natural and built environment as a primary quality of life feature that allows existing businesses to expand and that attracts new businesses, residents, and visitors.

Discussion: The proposal benefits industrial business in that electric fences are intended to deter crime. Electric fences provide an extra layer of security for those industrial businesses with storage for expensive equipment. Landscaping, Screening and in some circumstances solid surface cover on the required non-electrified fence afford a method for reducing conflicts and promoting greater compatibility between non-industrial uses in close proximity to industrial zones.

II. Conclusions

The Plan Commission concludes that the Proposal to amend SMC 17C.130.310 Industrial Fences was developed through an open and public process, is consistent with the Growth Management Act and applicable provisions of the City's Comprehensive Plan, and bears a substantial relation to the public health, safety, and welfare, and protection of the environment.

III. Recommendations

By a vote of **10 to 0**, the Plan Commission recommends approval of the proposed amendments to the Unified Development Code as they relate to Industrial Zones per the attached.

A handwritten signature in dark ink, appearing to read "D. Dellwo", is written over a horizontal line.

Dennis Dellwo, President

Spokane Plan Commission

May 23, 2018

From: [Antonia DePasquale](#)
To: [Owen, Melissa](#)
Subject: E-mail #1 & #2
Date: Tuesday, May 08, 2018 3:59:09 PM

“I am in favor of having the option of a Business choosing to install electric fences, given the City of Spokane require A small Quality fence indicating there is an electric fence and a transition/buffer zone of planting’s and landscaping.

Robynn, I understand your concerns being adjacent and the unfairness in lower income neighborhoods but I see it as a win-win as potential to spruce up businesses in these particular neighborhoods, we all know my opinion, way too many unsightly paved areas in Spokane.

Toni Sharkey”

“I was in the area Saturday heading up to deer Lake to visit my parents, here are a couple photos that show plantings & Landscaping can really help the look of businesses and neighborhoods.

Our current code allows chain link with Barb wire no plantings, this to me looks pretty bad and can also be dangerous to our citizens, my hope is that electric fences would act as a deterrent & spruce up various parts of town.

First picture is Safeway’s yard, and the second one looks to be a nut plant. “





Sent from my iPhone