

## **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, MAY 13, 2019

### 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](http://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](mailto: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)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

**ADMINISTRATIVE SESSION****CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- |  |         |                               |
|--|---------|-------------------------------|
| 1. Accept additional funds from the Department of Commerce and subgrant them to partner agencies in accordance with the City's Strategic Plan to End Homelessness—\$60,657.52.<br><b>Matt Davis</b>  | Approve | OPR 2017-0412                 |
| 2. Agreement with Spokane Regional Transportation Council for the US 195/I 90 study—\$50,000.<br><b>Council President Stuckart</b>   | Approve | OPR 2019-0345                 |
| 3. Contract with Budinger (Spokane Valley, WA) for special inspections services for Phase Two Construction of Next Level of Treatment at the Riverside Park Water Reclamation Facility—\$450,000 with a 10% administrative reserve of \$45,000. Total contract amount \$495,000.<br><b>Lonnie Moon</b> | Approve | OPR 2019-0346                 |
| 4. Low Bid of All Surface Roofing and Waterproofing, Inc. for roof replacement on three fire stations—\$94,743 (incl. sales tax).<br><b>David Stockdill</b>  | Approve | OPR 2019-0347<br>RFP 2019-130 |

5. Report of the Mayor of pending: Approve & Authorize Payments CPR 2019-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2019, 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\_\_\_\_\_, 2019: \$\_\_\_\_\_. CPR 2019-0003
6. City Council Meeting Minutes: \_\_\_\_\_, 2019. Approve All CPR 2019-0013

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## 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.

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## 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

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## **COUNCIL COMMITTEE REPORTS**

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

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## **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).

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## **LEGISLATIVE AGENDA**

### **NO SPECIAL BUDGET ORDINANCE**

### **NO EMERGENCY ORDINANCES**

### **NO RESOLUTIONS**

### **FINAL READING ORDINANCES**

(No Public Testimony Will Be Taken)

**ORD C35768**      Relating to pedestrian safety; adopting new chapter 16A.84 of the Spokane Municipal Code.  
**Council President Stuckart**

### **NO FIRST READING ORDINANCES**

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### **NO SPECIAL CONSIDERATIONS**

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## 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. | a. Hearing on vacation of the alley between 2nd Avenue and 3 <sup>rd</sup> Avenue between Lincoln to Monroe, as requested by 4 Degrees.                        | Approve<br>Subject to<br>Conditions |
|     | b. First Reading Ordinance C35771 vacating the alley between 2nd Avenue and 3rd Avenue from the east line of Monroe Street to the west line of Lincoln Street. | Further Action<br>Deferred          |
|     | <b>Eldon Brown</b>   | <b>ORD C35771</b>                   |
| H2. | a. Hearing on vacation of portions of Denver and Erie streets as part of a City of Spokane stormwater project.   | Approve<br>Subject to<br>Conditions |
|     | b. First Reading Ordinance C35772 vacating portions of Erie and Denver Streets.  | Further Action<br>Deferred          |
|     | <b>Eldon Brown</b>   | <b>ORD C35772</b>                   |
| H3. | a. Hearing on vacation of a portion of Fiske Street right-of-way, as requested by Mikhaul Shevhenko.   | Approve<br>Subject to<br>Conditions |
|     | b. First Reading Ordinance C35773 vacating a portion of Fiske Street right-of-way north of 11th Avenue.  | Further Action<br>Deferred          |
|     | <b>Eldon Brown</b>   | <b>ORD C35773</b>                   |

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**Motion to Approve Advance Agenda for May 13, 2019**  
(per Council Rule 2.1.2)

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## 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 May 13, 2019, Regular Legislative Session of the City Council is adjourned to May 20, 2019.

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**NOTES**

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

05/13/2019

Date Rec'd

4/30/2019

Clerk's File #

OPR 2017-0412

Renews #Submitting Dept

HOUSING &amp; HUMAN SERVICES

Cross Ref #Contact Name/Phone

MATT DAVIS 625-6815

Project #Contact E-Mail

MRDAVIS@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

1680 - CONSOLIDATED HOMELESS GRANT ADDITIONAL FUNDING

Agenda Wording

CHHS is requesting permission to accept \$60,657.52 in additional funds from the Department of Commerce and to subgrant them out to partner agencies in accordance with the City's Strategic Plan to End Homelessness.

Summary (Background)

In April of 2019, the Department of Commerce reached out to some grantees of the Consolidated Homeless Grant (CHG) program, including the City of Spokane, to reallocate anticipated unspent funds from other CHG grantees. CHHS staff consulted with current grantees to ensure these additional resources be allocated to maximize direct client assistance.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? NO

Revenue \$ 60,657.52

# 1540-95572-99999-33442-73903

Expense \$ 60,657.52

# 1540-95572-65410-xxxxx-73903

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

KEENAN, KELLY

**Study Session****Division Director**

CORTRIGHT, CARLY

**Other**

PS&amp;CH - 5/6/2019

**Finance**

HUGHES, MICHELLE

Distribution List**Legal**

ODLE, MARI

mrdavis@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

tdanzig@spokanecity.org

Additional Approvals

kkeenan@spokanecity.org

**Purchasing**

cbrown@spokanecity.org

**GRANTS &  
CONTRACT MGMT**

BROWN, SKYLER

kburnett@spokanecity.org

chhsaccounting@spokanecity.org

## CHG Funding Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services
<b>Subject:</b>	Consolidated Homeless Grant – Additional Funding
<b>Date:</b>	5/6/19
<b>Author (email &amp; phone):</b>	Matt Davis ( <a href="mailto:mrdavis@spokanecity.org">mrdavis@spokanecity.org</a> ext. 6815)
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Kelly Keenan
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (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
<b>Strategic Initiative:</b>	Reduce Homelessness
<b>Deadline:</b>	Effective Date for the amendment is 5/15/2019
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept \$60,657.52 in additional funds from the Department of Commerce and to subgrant them out to partner agencies in accordance with the City's Strategic Plan to End Homelessness.
<b>Background/History:</b> In April of 2019, the Department of Commerce reached out to some grantees of the Consolidated Homeless Grant (CHG) program, including the City of Spokane, to reallocate anticipated unspent funds from other CHG grantees. CHHS staff consulted with current grantees to ensure these additional resources be allocated to maximize direct client assistance.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The Department of Commerce is amending the City's Consolidated Homeless Grant (CHG) agreement to add \$24,000 in rental assistance for households eligible for the Housing and Essential Needs (HEN) program, \$3,057.52 in rental assistance for CHG eligible households, \$23,600 CHG flex funds for direct client assistance primarily for transportation support, \$2,973.00 HEN operating funds, and \$7,027.00 in HEN administrative funds.</li> <li>The amendment also shifts funds in several subagreements to maximize allocations to direct client assistance and ensure full grant spend out by June 30, 2019.</li> <li>The current grant agreement includes \$5,179,128.00 in both CHG and HEN funds</li> <li>The additional funds are for WA State FY 2019 and must be spent by June 30, 2019</li> <li>CHHS is requesting permission to accept the additional funds from the Department of Commerce and to subgrant them out to service providers in accordance with the City's Strategic Plan to End Homelessness.</li> <li>The associated amendment document is attached for reference.</li> </ul>	
<b>Budget Impact:</b> 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: N/A Other budget impacts: N/A	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None. Known challenges/barriers: None.	

**Amendment**

Grant Number: 17-46108-30

Amendment Number: D

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
Consolidated Homeless Grant (CHG)**

<b>1. Grantee</b> City of Spokane Community, Housing and Human Services 808 W SPOKANE FALLS BLVD  SPOKANE, WA 99201-3333		<b>2. Grantee Doing Business As (optional)</b>	
<b>3. Grantee Representative (only if updated)</b>  Matt Davis Program Specialist (509) 625-6851 mrdavis@spokanecity.org		<b>4. COMMERCE Representative</b> Julie Montgomery Grant Manager (360) 725-2963 (360) 586-5880 Julie.montgomery@commerce.wa.gov  PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
<b>5. Original Grant Amount (and any previous amendments)</b>  \$5,179,128.00	<b>6. Amendment Amount</b>  \$60,657.52	<b>7. New Grant Amount</b>  \$ 5,239,785.52	
<b>8. Amendment Funding Source</b> <b>Federal:</b> <b>State:</b> <b>Other:</b> X <b>N/A:</b>		<b>9. Amendment Start Date</b> May 15, 2019	<b>10. Amendment End Date</b> June 30, 2019
<b>11. Federal Funds (as applicable):</b> N/A	<b>Federal Agency:</b> N/A	<b>CFDA Number:</b> N/A	
<b>12. Amendment Purpose:</b> Adds funds to 2019 Rapid Rehousing for Families and Housing and Essential Needs (HEN) and moves funds between categories.			

COMMERCE, defined as the Department of Commerce, and the Grantee acknowledge and accept the terms of this Grant As Amended and attachments and have executed this Grant Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant As Amended are governed by this Grant Amendment and the following other documents incorporated by reference: 2017-2019 Homeless Housing Funding Application, CHG Guidelines (as they may be revised from time to time), and Grant Terms and Conditions including Attachment "A" - Scope of Work, Attachment "B" – Budget. A copy of this Grant Amendment shall be attached to and made a part of the original Grant between COMMERCE and the Grantee. Any reference in the original Grant to the "Grant" shall mean the "Grant As Amended".

<b>FOR GRANTEE</b>	<b>FOR COMMERCE</b>
_____ Signature	_____ Diane Klontz, Assistant Director Community Services and Housing Division
_____ Print Name, Title	_____ Date
_____ Date	<b>APPROVED AS TO FORM ONLY</b>
	_____ Sandra Adix Assistant Attorney General
	_____ 3/20/2014 Date



## Amendment

This Grant is **amended** as follows:

## Attachment B

### Budget

Budget Categories	Original	Amendment A	New Total
<b>CHG Base</b>			
Admin	\$189,286.00	-\$7,541.00	\$181,745.00
Fac Support: For-Profit Lease	\$0.00	\$0.00	\$0.00
Fac Support: Other Lease and Fac Costs	\$0.00	\$0.00	\$0.00
Rent: For-Profit Rent	\$497,626.00	\$3,057.52	\$500,683.52
Rent: Other Rent and Housing Costs	\$4,910.00	\$0.00	\$4,910.00
Operations	\$726,709.00	\$31,141.00	\$757,850.00
<b>TANF</b>			
TANF: For-Profit Rent	\$104,115.00	\$0.00	\$104,115.00
TANF: Other Rent and Housing Costs	\$1,680.00	\$0.00	\$1,680.00
TANF: Operations	\$102,002.00	\$0.00	\$102,002.00
<b>HEN SFY 2018 (July 2017-June 2018)</b>			
HEN: Admin 2018	\$44,789.00	\$0.00	\$44,789.00
HEN: Rent and Housing Costs 2018	\$1,344,901.00	\$0.00	\$1,344,901.00
HEN: Operations 2018	\$448,404.00	\$0.00	\$448,404.00
<b>HEN SFY 2019 (July 2018-June 2019)</b>			
HEN: Admin 2019	\$57,229.00	\$7,027.00	\$64,256.00
HEN: Rent and Housing Costs 2019	\$1,183,935.00	\$89,792.00	\$1,273,727.00
HEN: Facility Support 2019	\$0.00	\$0.00	\$0.00
HEN: Operations 2019	\$473,542.00	-\$62,819.00	\$410,723.00
<b>Total</b>			
<b>Total</b>	\$5,179,128.00	\$60,657.52	\$ 5,239,785.52

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

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

05/13/2019

Date Rec'd

4/26/2019

Clerk's File #

OPR 2019-0345

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 625-6258

Project #Contact E-Mail

BSTUCKART@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

CT

Agenda Item Name

4250 - SRTC AGREEMENT RE: US 195/I-90 STUDY

Agenda Wording

Agreement between Spokane Regional Transportation Council and the City of Spokane for the US 195/I-90 Study.

Summary (Background)

On February 4, 2019 Council approved \$50,000.00 to provide funds for the Hwy 195 Study that Spokane Regional Transportation Council (SRTC) will be conducting. The attached agreement is the instrument that will transfer the funds to SRTC for the purposes of helping fund the study.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 50,000.00

# 3200 49855 42800 54101 99999

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DAVIS, MARCIA

Study SessionDivision Director

FLEIGER, NATHAN

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Additional Approvals

Purchasing

**AGREEMENT BETWEEN  
SPOKANE REGIONAL TRANSPORTATION COUNCIL  
AND THE CITY OF SPOKANE  
US 195/I-90 Study**

This Agreement (Agreement) is made and entered into this 1st day of April, 2019 by and between the **Spokane Regional Transportation Council**, the regional and metropolitan transportation planning organization for Spokane County, hereinafter referred to as "**SRTC**", and the **City of Spokane**, hereinafter referred to as "**CITY**"; hereinafter to be referred to individually as the "**Party**" and collectively as the "**Parties**".

WHEREAS, SRTC, as lead agency, will facilitate a study of the connection between Interstate 90 and US 195, to include recommendations on the connections and other improvements in the adjacent road/street corridors to accommodate future road and travel demand conditions, hereinafter referred to as the "**Project**," see Exhibits "A" (Scope) and "B" (Study Area); and

-- NOW, THEREFORE, it is mutually agreed as follows:

1. **SCOPE OF WORK.** The general scope of work for the Project is described in Exhibit "A" and made a part of this Agreement. Except as provided in Section 2 of this Agreement, SRTC shall facilitate completion of said Project at no cost or expense to the City.
2. **PAYMENT.** In consideration for the benefit this Project provides to the regional and local transportation system, the CITY shall make a one-time, lump sum payment to SRTC in an amount not to exceed Fifty Thousand and no/100 Dollars (\$50,000.00), as the City's contribution towards the cost of the Project. The City shall make said payment to SRTC within thirty (30) days of the City's receipt of confirmation from SRTC that SRTC has secured all funding necessary for completion of the Project.

SRTC agrees to pay all costs in excess of \$50,000.00 necessary to complete the Project.

Upon completion of the Project, SRTC shall submit a copy of the study to the City together with an executive summary.

**Payment shall be made payable to: Spokane Regional Transportation Council** and remitted to 421 West Riverside Avenue, Suite 500, Spokane, Washington, 99201.

3. **TERM.** Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is fully executed and shall continue until the Project is completed and all SRTC obligations have been met, unless otherwise terminated pursuant to Section 6. The

Parties anticipate that the Project will be completed on or before December 31, 2021.\_\_\_\_\_.

4. LEGAL RELATIONS. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.

5. APPLICABLE LAWS, VENUES. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Spokane County Superior Court in the State of Washington. Further, the Parties agree that each will be solely responsible for payment of its own attorneys' fees, witness fees, and costs. SRTC agrees that it shall accept personal service of process by Certified U.S. Mail or overnight mail delivery directed to the SRTC.

6. AMENDMENTS. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7. TERMINATION. Neither CITY nor SRTC may terminate this Agreement without the written concurrence of the other Party. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. DISPUTE RESOLUTION. The Parties agree that any and all dispute, claims and controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by both Parties for mediation (*see below*).

**Mediation.** Either Party may commence mediation by providing the other Party with a written request for mediation, setting forth the matter in dispute and the relief requested. The Parties agree to cooperate with one another in the selection of a mediator and scheduling of the mediation proceedings. The Parties agree to participate in the mediation in good faith. If the Parties do not agree on a mediation service to conduct the mediation, the mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. All offers, promises, conduct and statements, whether written or oral, made in the course of mediation are confidential, privileged and/or inadmissible for any purpose in any litigation or arbitration of the dispute; provided, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in mediation.

9. INDEMNIFICATION AND INSURANCE. SRTC agrees to defend, indemnify, and hold harmless CITY, including its officers, employees, and agents, from any and all claims, demands, losses, and/or liabilities to or by third parties caused by acts or omissions performed or to be performed under this Agreement by SRTC, its agents, employees, contractors, subcontractors, consultants, and suppliers of any tier to the fullest extent permitted by law and subject to the limitations provided below.

SRTC's duty to defend and indemnify CITY, including its officers, employees, and agents, shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of CITY, including its officers, employees, and

agents. SRTC's duty to defend and indemnify CITY, including its officers, employees, and agents, for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) CITY, including its officers, employees, and agents, and (b) SRTC, its employees, contractors, subcontractors, and suppliers of any tier, and invitees and licensees, shall apply only to the extent of negligence of SRTC, its agents, employees, contractors, subcontractors, and suppliers of any tier, invitees and licensees.

SRTC specifically and expressly and by mutual agreement waives any immunity that it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefits acts, or other employee benefits acts; provided, SRTC's waiver of immunity by the provisions of this section extends only to claims against SRTC by CITY, and does not include, or extend to, any claims by SRTC's employees directly against SRTC.

This indemnification and waiver shall survive the termination of this Agreement.

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

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$2,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the CITY, its officers and employees are additional insureds but only with respect to SRTC's services to be provided under this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$2,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from SRTC or its insurer(s) to the CITY. As evidence of the insurance coverages required by this Agreement, SRTC shall furnish acceptable insurance certificates to the CITY at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. In the alternative, SRTC may self-insure for each of the insurance coverages required by this Agreement by providing certificates indicating such coverages are in effect.

10. COMPLIANCE WITH LAWS. The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

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

12. AGREEMENT TO BE FILED. The City shall file this Agreement with the Spokane City Clerk.

13. SIGNATURES.

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

<b>Spokane Regional Transportation Council</b>	<b>City of Spokane</b>
By:	By:
Printed: Sabrina Minshall, AICP	Printed: David Condon
Title: Executive Director	Title: Mayor
Date:	Date:
<b>Attest</b>	<b>Approved as to Form</b>
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

## EXHIBIT A

### US 195 / Interstate 90 Study

#### Scope of Work

##### *Abstract*

A multimodal study to address safety, infrastructure, and operational issues in the US 195/I-90 corridors

Contact: Ryan Stewart, SRTC Project Manager 509-343-6395 [rstewart@srtc.org](mailto:rstewart@srtc.org)

##### **Problem/Needs Statement**

The US 195 corridor has experienced increasing operational and safety issues, particularly at the interchange with Interstate 90 and at local access points. The issues are a result of a combination of factors including infrastructure design and increasing traffic volumes due to residential growth in the corridor. The interchange ramps do not meet current design standards. The eastbound on ramp to I-90 has a difficult merge due to the short length of the acceleration lane. While WSDOT is actively addressing some of these issues, there is an identified regional need to balance the function of US 195 as a state highway while improving local access and mobility, specifically shorter trips to and from Downtown Spokane. Current challenges include:

- Safety – collisions, active transportation
- Operations – reliability, congestion at the interchange and on the I-90 mainline, local network connectivity
- Land use – access management, future development, recreational uses, potential land use/zoning changes
- Infrastructure – bridge conditions and age, capacity

##### **Purpose**

The purpose of the US 195/I-90 study is to develop strategies for addressing these issues while considering the need for more coordinated land use planning and access management between agencies. Topographical constraints, sensitivity to the natural environment, sustaining recreation access and supporting active transportation will be considered. The condition of infrastructure, specifically the aging I-90 Latah Bridges, will also be included in the scope.

##### **Approach**

The I-90/US 195 Study will be undertaken using a systems approach. The study will examine the interface of all modal systems including local, regional and state facilities, functions and services. All modes of travel will be considered such as public transportation, private vehicles, pedestrian, biking and freight. The study will consider the needs of all users. Solutions identified will be developed with an explicit understanding that the resulting projects will need collaborative and innovating approaches from all funding sources for success.

The study is a collaborative effort between the Washington State Department of Transportation (WSDOT), the City of Spokane, Spokane County, Spokane Transit Authority (STA), and Spokane Regional

Transportation Council (SRTC). SRTC will serve as project manager and regional coordinator for the study. A contractor (consultant) will be employed to assist in the study. SRTC's procurement policy will be used for the soliciting and contracting of the consultant.

A Steering Committee comprised of planners and engineers from WSDOT, SRTC, STA, the City of Spokane, and the County will assist the Project Manager with reviewing the work of the consultant and providing feedback on deliverables. All feedback will be coordinated to the consultant team through the Project Manager.

A Technical Committee comprised of the technical members of the Steering Committee plus other technical staff will provide comments as requested on components of deliverables. A team of WSDOT Multi-disciplinary professionals will review practical solutions recommendations and provide comment through the WSDOT Steering Committee representative.

The SRTC Board of Directors will be updated throughout the study process, accept the study's final report, and incorporate the results as appropriate into the next update to the Metropolitan Transportation Plan (MTP) through the plan's prioritization process. The City Council and Administration as well as WSDOT will be briefed throughout the study and be provided the opportunity to accept the study results.

### **Objectives**

The objectives of the study include an evaluation of current conditions, forecasting of future needs, and the development of solutions to overcome deficiencies and capitalize on opportunities. All objectives will be Specific, Measurable, Achievable, Relevant and Time-Oriented (SMART). Evaluation criteria will be developed to define what is being measured to determine success. The study's objectives will have a strong relationship to regional congestion management strategies and performance management requirements as well as WSDOT's approach to practical solutions. Expectations will be clearly delineated as part of the development of the objectives. Some metrics could include, but are not limited to:

- Improved safety and reliability on US 195
- Improved safety and reliability on I-90
- Improved local network connectivity

### **Deliverables**

The primary deliverable from this study is a preferred package of phased strategies (projects and programs) that meet the identified objectives. The strategies will collectively address current and future challenges and will be selected by the Steering Committee by evaluating them with a set of criteria (see example metrics above). An executive summary and final report will be produced summarizing these strategies including potential funding sources and a timeline for implementation.

### **Proposed Tasks**

The following major tasks are anticipated to be undertaken by the selected consultant, pending negotiation of final scope of work:



### **Task 1 Existing Conditions**

The assessment of existing conditions in the study area includes a discovery phase. An inventory of previous planning efforts and other relevant items will be provided by partner agencies to the consultant. Data to be collected (or provided to consultant if already available) includes: an inventory of transportation infrastructure and facilities; operational and safety data; recent traffic counts; STA ridership and operational detail; current land use; and the SRTC travel demand model. The consultants will, in coordination with the technical committee, review the referenced previous efforts, including US 195 and I-90 studies and analysis, to identify outcomes, recommendations, or applicable mitigation measures that align with WSDOT's practical solutions philosophy. Results from the SRTC model will be post-processed by the consultant using industry standard methodology per NCHRP 765. Additional sensitivity testing of trip generation and origin-destination data using passive data or other appropriate sources will be required.

- 1a. Review of referenced previous studies, analysis, and mitigation measures
- 1b. Definition of study area
- 1c. Review, testing, and post-processing of base year SRTC regional travel demand model
- 1d. Operational analysis of current conditions
- 1e. Collision/safety analysis

Deliverable: Existing Conditions Summary

### **Task 2 Future Conditions**

The projection of future conditions will include land use and multimodal network improvements consistent with regionally adopted and accepted assumptions. The SRTC 2040 Model will be used to forecast future transportation conditions and outputs used in operational or simulation tools. The model volumes will be post processed using difference method or other agreed upon methodology and the results of the base model sensitivity testing will be carried forward to the future year traffic forecasts. The development of scenarios or alternatives analysis is also envisioned. The scenario analysis will help to further define, refine and evaluate previously identified and newly identified practical solutions. A market analysis based on documented data will be conducted to support the future land use forecasts in the scenarios. The market analysis will help ensure that the study strategies support future viable land uses and can be supported by implementing agencies and stakeholders.

- 2a. Review of land use and modeling assumptions
- 2b. Establish evaluation criteria
- 2c. Market analysis
- 2d. Development of scenarios
- 2e. Scenarios analysis – modeling and operational analysis

Deliverable: Forecasted Conditions Summary and Analysis Documentation

### **Task 3 Strategies**

Development of strategies based on the assessment of existing conditions and forecasted future conditions. The strategies will include projects and programs that capitalize on opportunities and address needs in the corridors. The strategies will be evaluated based on the criteria established in Task

2. The timing of implementation over the short, mid, and long range will be detailed. Visualizations, illustrations, and other planning-level exhibits will be produced for the projects. Potential funding sources for the strategies will also be presented. Any strategies developed as a result of this effort are expected to consider currently adopted planning guidance including WSDOT's practical solutions and align with regional congestion management strategies. The development of the preferred, conceptual level strategies over the short, mid and long ranges will include: a phasing strategy that aligns with projected land use development; determination of the first phase (short range) preferred option(s) and development of planning level project costs and scope of work with sufficient level of detail to request funding; and, the development of a funding plan for additional phases based on need, opportunity, etc. The consultant and steering committee will collaboratively explore and develop implementable strategies to maintain the US 195 corridor segment while the emerging final options are developed.

3a. Documentation of strategies evaluated

3b. Recommended strategies – projects and/or programs

Deliverable: Executive Summary and Final Report with recommended strategies

#### **Task 4 Community and Stakeholder Engagement**

The consultant will lead the community and stakeholder engagement effort in close coordination with WSDOT, City of Spokane, and SRTC staff. At a minimum, the engagement will include representatives from neighborhoods, the business community, Spokane and Cheney Public Schools, emergency services, freight, and recreation interests. A community/stakeholder engagement plan and a summary of the effort will be required. The summary will detail how the results of the engagement were addressed and incorporated in to the study effort. The community and identified stakeholders will be engaged throughout the planning process. Expectations of the consultant effort include but are not limited to:

4a. Inform community of the study (purpose and need, schedule, future opportunities to engage)

4b. Consult with the community to identify concerns, issues, and opportunities

4c. Involve the community in developing / reviewing emerging practical solutions

4d. Inform the community of the final solutions and potential phasing strategy

4e. Inform the community of the planned implementation phases and proposed funding

The consultants will be expected to participate in at least two community meetings and/or workshops. The consultants will also present the final strategies as a result of the study to the SRTC Board, WSDOT, and the City Council and Administration. WSDOT, City and SRTC staff will continuously inform the community of project developments. Staff will consult, involve, and inform the community and other stakeholders in identifying and implementing emerging strategies and policies.

Deliverable: Community Engagement Plan and Summary

#### **Task 5 Study Record**

The consultant will assemble all final products from the study task, including working papers and memos, reports, data, schematics, graphics, and illustrations, into a complete record. The record will be submitted to the project manager before contract closeout. All materials produced for this study are owned by the City, WSDOT, and SRTC.

Deliverable: Study Record

## Timeline

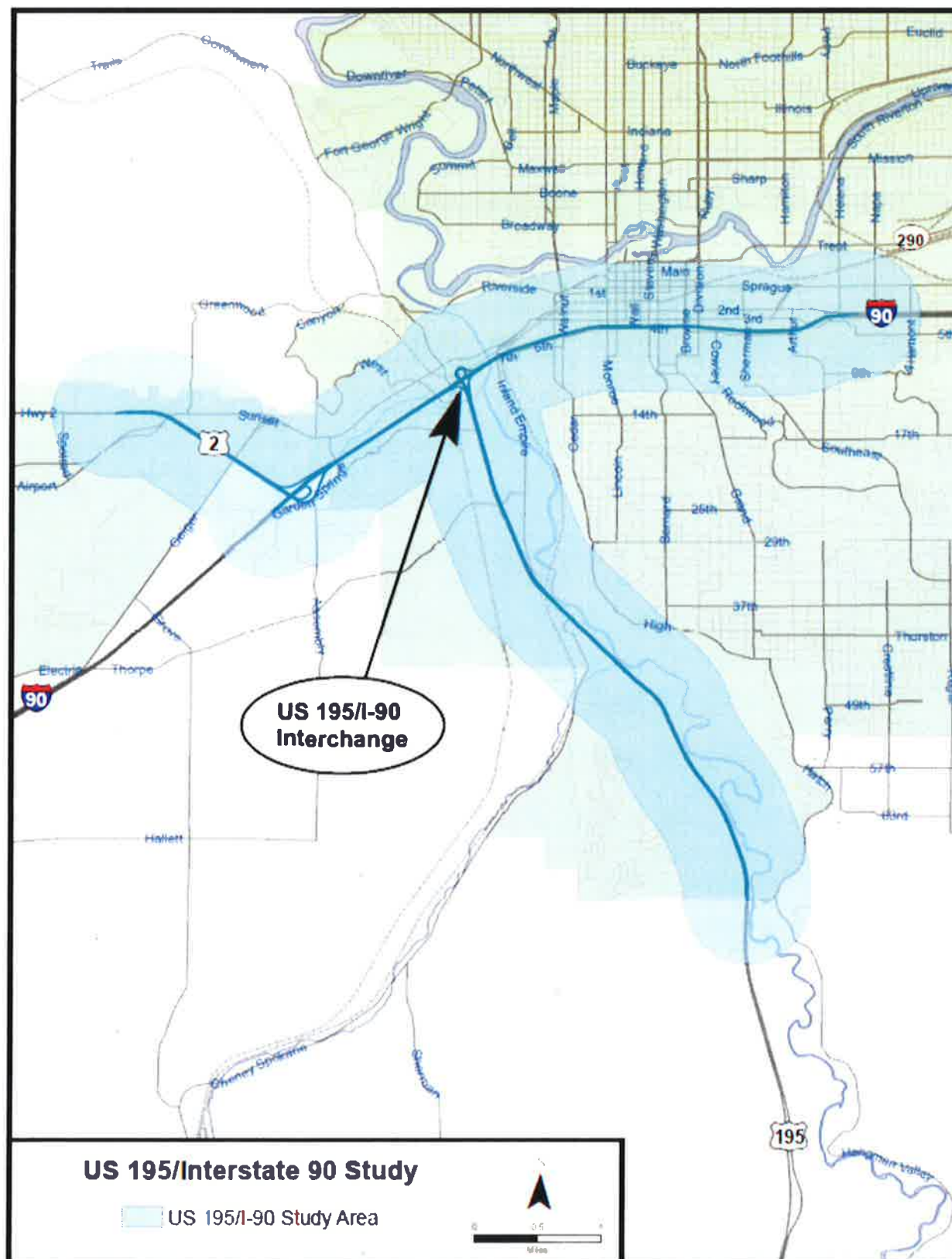
The study work by the consultant is anticipated to begin August 1, 2019 and the study is expected to be complete by the end of 2021. The final schedule including milestones will be developed by the Steering Committee and negotiated as part of the consultant's final scope of work. Major milestones anticipated include:

Steering Committee meetings	ongoing	Task 3 Strategies	Q1-2 2020
Initial briefings	Q4 2018	Public/stakeholder outreach	ongoing
RFQ released	Q2 2019	Draft Report	Q3 2020
Consultant selected	Q2 2019	Public comment period	Q3 2020
Task 1 Existing Conditions	Q3 2019	Final Report	Q4 2020
Task 2 Future Conditions	Q4 2019	Board/Council/WSDOT acceptance	2021

## Risk Management

There is a broad spectrum of risk to be considered in this study. Some of the risks include safety, mobility, quality of life, economic impact, and the risk of doing nothing (not doing study, not developing strategies). Comfort level will also be assessed since some creative or innovative solutions may cause discomfort (risk of not being innovative/creative). Low, medium and high impacts will be identified through a Risks-Assumptions-Dependencies-Issues-Opportunities (RADIO) approach.

EXHIBIT B



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

05/13/2019

Date Rec'd

4/26/2019

Clerk's File #

OPR 2019-0346

Renews #Submitting Dept

WASTEWATER MANAGEMENT

Cross Ref #Contact Name/Phone

LONNIE MOON X4661

Project #Contact E-Mail

LMOON@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

CR20945

Agenda Item Name

4340-SPECIAL INSPECTIONS AND MATERIALS TESTING

Agenda Wording

This contract to Budinger for Special Inspections/Materials Testing, for the amount of \$450,000 with an Administrative Reserve of \$45,000, is a contractual requirement that the City hire a third-party representative for the NLT Program.

Summary (Background)

The types of construction requiring Special Inspection for this final phase is broader and of sufficient scope that RPWRF conducted a new RFQ selection for this work. For objectivity, the firm providing these services must be hired and paid by the City, and reports to the City. Inspections and testing include, but are not limited to: general, geotechnical, architectural, reinforced concrete, structural steel, other steel construction, and mechanical.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? YES

Expense \$ 450000

# 4340-43387-94000-56501-14426

Expense \$ 45000

# 4340-43387-94000-56501-14426

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CONKLIN, CHUCK

Study SessionDivision Director

CONKLIN, CHUCK

OtherFinance

ALBIN-MOORE, ANGELA

Distribution ListLegal

ODLE, MARI

lmoon@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

pmtaylor@spokanecity.org

Additional Approvals

lhendron@spokanecity.org

Purchasing

cwahl@spokanecity.org

tprince@spokanecity.org

lberry@spokanecity.org

kkeck@spokanecity.org



# City of Spokane

## Minor Contract Summary

OPR # \_\_\_\_\_  
Cross Ref \_\_\_\_\_  
Destruct Date \_\_\_\_\_  
Clerk's Dist. \_\_\_\_\_

**Incomplete submissions will be returned to the Department until all requirements are met.**  
(Summary to be printed on blue paper)

Department Name Integrated Capital Management  
Department Project # 2015197

New Contract ☒  
CR # \_\_\_\_\_  
Date: 4/17/19

### Contractor/Consultant

Name: Budinger & Associates, Inc.  
Address: 1101 N. Fancher Road Remittance Address: \_\_\_\_\_  
City, State, Zip: Spokane Valley, WA 99212 City, State, Zip: \_\_\_\_\_

### Summary of Services

Special Inspection Services for Phase Two Construction of Next Level of Treatment at Riverside Park Water Reclamation Facility for a total of \$450,000.00 and an Administrative Reserve of \$45,000.00.

Amount: \$ 450,000.00 Budget Code: 4340-43387-94000-56501-14323 14426  
Amount: \$ 45,000.00 Budget Code: 4340-43387-94000-56501-14323 14426  
Maximum Amount: \_\_\_\_\_  
Beginning Date: 05/01/2019 Expiration Date: 08/31/2021 7/1/2021 Open-Ended: ☐

- ☐ Quotes (per Purchasing Policy to be kept on file in Dept.)  
☐ Insurance Certificate (attach to the contract)  
☐ City Business Registration (attach verification that a current business license number exists)  
☐ If Public Works Contract, Contractor has been notified of State Law requirements.  
☐ Grant Related (if the contract is grant related, the Grants Management Department must sign below)  
☐ Vendor is already set up for ACH payments or the *Accounts Payable Vendor ACH Enrollment Form* has been submitted to Accounting. Do not attach ACH form to the contract documents.

**Department Verification Statement: My signature below verifies that all documentation has been completed.**

Requestor/Verifier/Contact: Lonnie Moon  
Funds are available in the appropriate budget account

Accountant	_____ Signature	_____ Date
Department Head	_____ Signature	_____ Date
Other	_____ Signature	_____ Date
Grants Mgt. (if applicable)	_____ Signature	_____ Date

### Distribution List

Contractor E-mail: <u>tblack@budingerinc.com</u>	Andrew Duffey, Accounting
Dept. Contact E-mail: <u>lmoon@spokanecity.org</u>	Taxes and Licenses
<u>lhendron@spokanecity.org; pmtaylor@spokanecity.org;</u>	_____
<u>lberry@spokanecity.org; kkeck@spokanecity.org</u>	_____





**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: SPECIAL INSPECTION SERVICES**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BUDINGER & ASSOCIATES**, whose address is 1101 North Fancher Road, Spokane Valley, Washington 99212 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is for **Special Inspection Services for Phase Two Construction of Next Level Treatment at Riverside Park Water Reclamation Facility**; and*

*WHEREAS, the Consultant was selected from a Request for Qualifications No. 4512-19.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on May 1, 2019, and ends on July 1, 2021, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described in Proposal and Cost Estimate, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

#### 4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00)**, not including tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Company shall submit its applications for payment to Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

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

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



reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

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

**Subconsultant:** Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

## 7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:	
CITY OF SPOKANE Riverside Park Water Reclamation Facility Administration Office 4401 North Aubrey L. White Parkway Spokane, Washington 99205	
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):	
<ul style="list-style-type: none"> <li>• Invoice Date and Invoice Number</li> <li>• Riverside Park Water Reclamation Facility</li> <li>• Project Coordinator: Lonnie Moon (Please do not put name in the address portion of the invoice)</li> <li>• Department Contract No. OPR # _____</li> <li>• Contract Title: <b>Special Inspection Services for Phase Two Construction of Next Level Treatment at Riverside Part Water Reclamation Facility</b></li> <li>• Period covered by the invoice</li> <li>• Employee's name and classification</li> <li>• Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked</li> <li>• Total labor costs per Project</li> </ul>	

- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup):
  - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
  - Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

## **8. TAXES, FEES AND LICENSES.**

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

## **9. CITY OF SPOKANE BUSINESS LICENSE.**

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

## **10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

Deliver all official notices under this Agreement to:

<b>If to the City:</b>	<b>If to the Consultant:</b>
CITY OF SPOKANE Riverside Park Water Reclamation Facility Administration Office 4401 North Aubrey L. White Parkway Spokane, Washington 99205	BUDINGER & ASSOCIATES 1101 North Fancher Road Spokane Valley, Washington 99212

## **11. SOCIAL EQUITY REQUIREMENTS.**

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

to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

## **12. INDEMNIFICATION.**

The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **13. INSURANCE.**

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

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

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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#### **14. DEBARMENT AND SUSPENSION.**

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

#### **15. AUDIT.**

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

#### **16. INDEPENDENT CONSULTANT.**

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

36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **17. KEY PERSONS.**

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall require that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

#### **19. CITY ETHICS CODE.**

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

#### **20. NO CONFLICT OF INTEREST.**

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any

dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

## **21. ERRORS AND OMISSIONS, CORRECTIONS.**

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

## **22. INTELLECTUAL PROPERTY RIGHTS.**

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

## **23. CONFIDENTIALITY.**

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions

of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested records.**

#### **24. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

#### **25. TERMINATION.**

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

given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

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

## **26. EXPANSION FOR NEW WORK.**

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

## **27. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing




facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

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

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

**BUDINGER & ASSOCIATES**

**CITY OF SPOKANE**

By  4/19/19  
Signature Date

By \_\_\_\_\_  
Signature Date

John Finnegan  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

Principal  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

**Attachments:** Exhibit A – Certificate Regarding Debarment  
Exhibit B – Proposal and Cost Estimate

19-074

**EXHIBIT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
Name of Certifying Official (Type or Print)	Signature
Title of Certifying Official (Type or Print)	Date (Type or Print)

## EXHIBIT B

# EXHIBIT "B"



**Budinger  
& Associates**

Geotechnical Engineering  
Environmental Engineering  
Construction Materials Testing  
Special Inspection  
Subsurface Exploration

*Proudly serving the Inland Northwest for 40 years*

---

Lonnie Moon  
City of Spokane  
808 W. Spokane Falls Boulevard  
Spokane, WA 99201

April 3, 2019

Project Number M16311A3

PROJECT: RPWRF NLT Construction Phase II

SUBJECT: Special Inspection and Materials Testing Services through June 30, 2021

Mr. Moon,

Thank you for the opportunity to offer the following proposal for special inspection and materials testing services during continuing construction of NLT Phase II upgrades. We understand that Phase II of the NLT construction will continue with Membrane Facility as well as multiple improvements to other areas of the treatment plant. We understand that inspection requirements for this project are significant.

## **SCOPE**

We have been familiar with project plans and specifications as they continue to evolve throughout the NLT Construction. We understand that special inspection is required on a variety of structural elements during construction. The City has listed specific areas for inspections as follows: General, Geotechnical, Architectural, Reinforced Concrete, Structural Steel, Other Steel Construction, and Process/Building Mechanical. Based on our review and discussions with you, we anticipate and propose the following scope of work:

### ***General***

This topic refers to installation of materials that require additional manufacturer's instructions. For example: a proprietary bolt with a specific ICC ES Report that discusses a specific procedure for installation. In this instance, a special inspector will be present during installation.

### ***Geotechnical***

We would work in conjunction with the design geotechnical engineer for review of subgrade below foundations or other critical areas such as retaining structures. A geotechnical engineer or soil special inspector will be present during filling operations. Field density tests (compaction) will be performed by nuclear methods on subgrades, each lift of fill or backfill placed in building or paving areas, retaining walls, and over site utilities. Samples of onsite and borrow soils will be obtained and laboratory tests will be conducted to determine suitability and maximum density/optimum moisture, if necessary.

### ***Architectural***

This category refers to spray-applied fire proofing, water-resistive coatings, and fire assemblies and penetrations. A special inspector will be present to observe coating installations, fire proofing and fire

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1101 North Fancher Road  
Spokane Valley, WA 99212  
Tel: 509-535-8841  
Fax: 509-535-9589

penetration construction. Many times the inspection requires a thickness test or adhesion test depending on the application.

***Reinforced Concrete***

A special inspector will be present to examine forms, reinforcing steel, embedded items, anchor bolts, and epoxied anchors, and to perform concrete placement inspections, conduct slump and air entrainment tests, and cast compressive strength specimens during structural concrete placements. Samples will be collected the following day and returned to the laboratory for curing until test age.

***Structural Steel***

A special inspector will be present to observe welds, bolting, and erection of structural steel. When necessary, non-destructive testing will be conducted on welded connections. Our inspector will verify welding procedures and welding certifications. Manufacturer's certifications will also be reviewed for steel elements and bolts.

***Other Steel Construction***

This category may include inspection of cold formed steel elements or aluminum. Similarly to structural steel, manufacturer's certifications will be reviewed and welds, bolts, or other potential fasteners will be inspected in accordance with plans and specifications.

***Process and Building Mechanical***

This category includes inspection of piping systems and anchorage. An inspector will be present to verify materials and installation of anchors.

**COST**

As requested, we have provided a unit rate proposal for our services on the attached *Cost Estimate*. Please use the total estimate as a mean budget for the project. Contractors work with different approaches and schedules which directly control the time we spend on site. Invoices will reflect actual units multiplied by the proposed rates.

Again, thank you for the opportunity to submit this proposal. We look forward to continue providing inspection services on this project. Please contact us if you have any questions or require additional information.

Respectfully Submitted,  
BUDINGER & ASSOCIATES, INC.



Thomas Black, PE  
Construction Services Manager

TBB/tbb  
Addressee – 2  
Attachments:

- Exhibit E-2 – Cost Estimate (1 page)

April 3, 2019

Subconsultant Fee Determination - Summary Sheet

Proposal Number M16311A3

**Exhibit E-2**

PROJECT: RPWRF NLT Phase II Construction

SUBJECT: Proposal for Special Inspection and Materials Testing Services Through 6-30-2021

ATTENTION: Lonnie Moon - City of Spokane

**COST ESTIMATE (Subconsultant Fee Determination Summary Sheet)**

**DIRECT SALARY COST (DSC):**

Classification	Hours		Rate - Maximum		Cost
Engineer Principal (John Finnegan)	30	x	\$59.71	=	\$1,791.30
Engineer IV (Richard Christensen)	8	x	\$61.00	=	\$488.00
Engineer IV (Thomas Black)	300	x	\$41.95	=	\$12,585.00
Quality Professional IV (Andrew Balavage)	400	x	\$29.00	=	\$11,600.00
Quality Professional III (Ray De La Cruz)	1400	x	\$27.50	=	\$38,500.00
Quality Professional III (John Murray)	1000	x	\$24.50	=	\$24,500.00
Senior Quality Technician II (Pat Wanberg)	400	x	\$24.50	=	\$9,800.00
Senior Quality Technician II (Pat Shelley)	400	x	\$21.50	=	\$8,600.00
Administrator III (Rikki Andrews)	120	x	\$25.50	=	\$3,060.00
Administrator II (Alah Murray)	240	x	\$18.00	=	\$4,320.00

**SUBTOTAL**

**\$115,244.30**

**OVERHEAD (OH COST - including Salary Additives)**

OH Rate x DSC	132.82%	x	\$115,244.30	=	<b>\$153,067.48</b>
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**FIXED FEE (FF)**

FF Rate x DSC	30.00%	x	\$115,244.30	=	<b>\$34,573.29</b>
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**REIMBURSABLES**

Maximum Density/Optimum Moisture (Proctor)	8	x	\$125.00	=	\$1,000.00
Specific Gravity	6	x	\$75.00	=	\$450.00
Sieve Analysis	8	x	\$120.00	=	\$960.00
Compressive Strength Specimens (Concrete/Grout)	1200	x	\$20.00	=	\$24,000.00
Nuclear Densometer	47	x	\$25.00	=	\$1,175.00
Support Vehicle	3200	x	\$17.94	=	\$57,408.00
Oxarc Full/Overtime Inspections					\$50,000.00

**SUBTOTAL**

**\$134,993.00**

**Total**

**\$437,878.07**

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

05/13/2019

<u>Date Rec'd</u>	4/24/2019
<u>Clerk's File #</u>	OPR 2019-0347
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP2019-130
<u>Requisition #</u>	CR20516

<u>Submitting Dept</u>	ASSET MANAGEMENT
<u>Contact Name/Phone</u>	DAVID STOCKDILL X7080
<u>Contact E-Mail</u>	DSTOCKDILL@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5900 - LOW BID FOR ALL SURFACE ROOFING AND WATERPROOFING, INC.

**Agenda Wording**

On April 1, 2019 bids were received for roof replacement on three fire stations (RFP # 2019-130). The low bid was from All Surface Roofing and Waterproofing, Inc. for \$94,743 (including sales tax).

**Summary (Background)**

Proposed contract with All Surface Roofing and Waterproofing, Inc. to replace the roofs at Fire Station 3, 9, and 11. Asset Management has evaluated the roofs and recommends replacement as the existing roofs are 25+ years old. This work is consistent with the 2019-2024 Capital Improvement Plan, however, the 2019 CIP amount includes an estimate for any unknown costs that may arise. Roofs were replaced at Station 2, 7, and 13 in 2018 (Specialty Roofing, LLC, OPR 2018-0321).

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense \$ 94,743.00		# 5901-79160-94000-56203-01970
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CURTIS	<u>Study Session</u>
<u>Division Director</u>	SANDERS, THERESA	<u>Other</u> PSCHC 05/06/19
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	laga@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	charris@spokanecity.org
Additional Approvals		ewickert@spokanecity.org
<u>Purchasing</u>		kbustos@spokanecity.org
		Darrell Kidwell (dkidwell@asr-inc.us)
		dstockdill@spokanecity.org



# Briefing Paper

## Public Safety & Community Health

<b>Division &amp; Department:</b>	Asset Management
<b>Subject:</b>	Contract Approval
<b>Date:</b>	04/24/19
<b>Contact (email &amp; phone):</b>	Curtis Harris X6284
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Safety & Community Health Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget/Capital Plan
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	05/13/19
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of Contract

**Background/History:** *Provide brief history e.g. this is the 3<sup>rd</sup> and final 5 year extension of the contract which was put in place in 2007.*

Proposed contract with All Surface Roofing and Waterproofing, Inc. to replace the roofs at Fire Station 3, 9, and 11. Asset Management has evaluated the roofs and recommends replacement as the existing roofs are 25+ years old. This work is consistent with the 2019-2024 Capital Improvement Plan, however, the 2019 CIP amount includes an estimate for any unknown costs that may arise.

Roofs were replaced at Station 2, 7, and 13 in 2018 (Specialty Roofing, LLC, OPR 2018-0321).

**Project Cost**

Cost Phase	Prior Spending	2019	Estimated Project Costs						6-year Estimate
			2020	2021	2022	2023	2024	2025	
Construction <input checked="" type="checkbox"/>	115,113	115,000	120,000	88,000	0	0	0	0	208,000
<a href="#">Add row</a>									
<b>Totals:</b>	115,113	115,000	120,000	88,000	0	0	0	0	208,000

**Executive Summary:**

On April 1, 2019 bids were received for roof replacement on three fire stations (RFP # 2019-130). The low bid was from All Surface Roofing and Waterproofing, Inc. for \$94,743 (including sales tax).

**Budget Impact:**

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

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

If new, specify funding source:

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

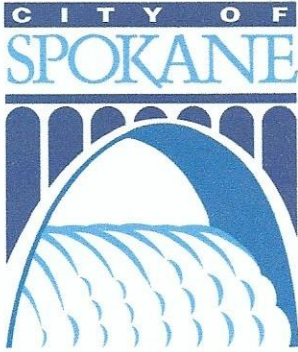
**Operations Impact:**

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

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

Specify changes required:

Known challenges/barriers:



**City of Spokane**  
**PUBLIC WORKS AGREEMENT**  
**10% Retainage Option – NO BONDS**  
  
**Title: FIRE DEPARTMENT**  
**ROOF REPLACEMENT**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ALL SURFACE ROOFING AND WATER-PROOFING, INC.**, whose address is 5727 North Florida Road, Spokane, Washington 99217 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is for **FIRE STATIONS #3, #9 and #11 ROOF REPLACEMENT**; and*

*WHEREAS, the Contractor was selected through a Request for Bids #2019-130 issued by the City;*

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

**1. TERM OF AGREEMENT.**

The term of this Contract begins on or around May 15, 2019, and ends on October 31, 2019, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on or about the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

**3. SCOPE OF WORK.**

The Contractor's General Scope of Work for this Agreement is described in **Exhibit A**, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

The Contractor shall provide the following Work for the City:

**FIRE STATION #3, #9 and #11 ROOF REPLACEMENT, RFB #2019-130.**

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.



#### 4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **NINETY FOUR THOUSAND SEVEN HUNDRED FORTY THREE AND NO/100 DOLLARS (\$94,743.00)**, including tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to Asset Management, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Payment submission contacts shall be provided to the Contractor upon project kick-off. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 5. RETAINAGE IN LIEU OF BOND.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

#### 6. PUBLIC WORKS.

The following public works requirements apply to the work under this Agreement.

- A. The Contractor shall pay state prevailing wages. The Contractor and all 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. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

#### 7. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.



For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620

#### **8. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

#### **9. CITY OF SPOKANE BUSINESS LICENSE.**

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

#### **10. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

#### **11. INDEMNIFICATION.**

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity-asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

#### **12. INSURANCE.**



The Contractor shall be a Washington State registered or licensed Contractor, as well as licensed with the Washington Department of Agriculture, at time of bid submittal.

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

**B. General Liability Insurance** on an occurrence basis, with a total occurrence limit of not less than \$10,000,000 for bodily injury and property damage. It shall include pesticide or herbicide applicator coverage, premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverages required under this Contract;

**C. Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

### **13. SUBCONTRACTOR RESPONSIBILITY.**

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW [39.04.350](#). The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;



2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

**14. INDEPENDENT CONTRACTOR.**

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

**15. ASSIGNMENT AND SUBCONTRACTING.**

The Contractor shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

**16. TERMINATION.**

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

**17. STANDARD OF PERFORMANCE.**

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

**18. ANTI KICK-BACK.**

No officer or employee of the City of Spokane, having the power or duty to perform an official



act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

#### **19. CONSTRUAL.**

The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

#### **20. DEBARMENT AND SUSPENSION.**

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

#### **21. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year craftsmanship and forty (40) years prorated factory warranty on material following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

#### **22. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work

shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

ALL SURFACE ROOFING AND  
WATERPROOFING, INC.

CITY OF SPOKANE

By  4.24-19  
Signature Date

By \_\_\_\_\_  
Signature Date

Darrell Kidwell  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

President  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:



\_\_\_\_\_  
Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Contractor's General Scope of Work
- Exhibit B – Certification Regarding Debarment
- Exhibit C – Certification of Compliance with Wage Payment Statutes



**EXHIBIT A**

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

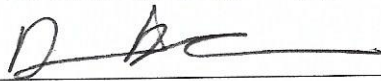
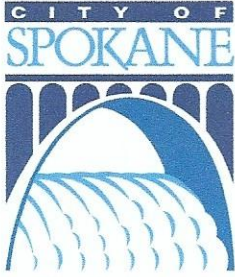
<u>ALL Surface Roofing &amp; Waterproofing Inc.</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	<u>President / Project manager</u> Program Title (Type or Print)
<u>Darrell Kidwell</u> Name of Certifying Official (Type or Print)	<u></u> Signature
<u>President</u> Title of Certifying Official (Type or Print)	<u>4-24-19</u> Date (Type or Print)

EXHIBIT C



# CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date march 12, 2019, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

All Surface Roofing & Waterproofing Inc.  
Bidder's Business Name

[Signature]  
Signature of Authorized Official\*

Darren Kidwell  
Printed Name

President  
Title

4-24-19  
Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒  
State of Incorporation, or if not a corporation, State where business entity was formed:

CA.

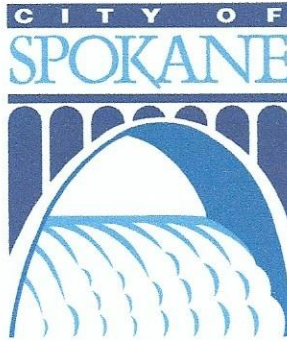
If a co-partnership, give firm name under which business is transacted:

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



FIRE STATION #3 1713 W INDIANA  
FIRE STATION #9 1722 S BERNARD  
FIRE STATION #11 3214 S PERRY  
ROOF SCOPE

1. This is a prevailing wage project.
2. Begin and continue roof installation when weather conditions are within acceptable limits to the manufacturer's specifications.
3. Restore to original condition or replace work or materials damaged during handling of roofing materials.
4. Protect paving and building walls.
5. Replace or restore other work which is soiled or damaged by performance of the roofing and associated work.
6. Tear off all roofing to substrate and dispose of legally.
7. Inspect for any bad substrate or framing.
8. Provide a base cost for labor and material for replacing substrate that may need to be replaced per square foot.
9. Provide base costs for labor and per lineal foot for replacing fascia board and gutters.
10. Provide hourly rate for repairing or replacing structural framing on a time and material basis.
11. Roofing material is to be a HD laminate, architectural style asphalt shingle (black in color).
12. Standard accessory metals (29 gauge) standard colors.
13. Have a 10- year craftsmanship warranty with a 40 year prorated factory warranty on material.
14. Install shingle manufacturer's recommended base sheet.
15. Install ice shield and water shield at roof eaves.
16. Install ice shield or water shield recommended by manufacturer.
17. Install additional venting (ridge, roof to wall and hip locations) as per drawing.
18. All shingle work must meet the manufacturer's recommendations and requirements.
19. Provide owner with manufacturer's warranty
20. At end of day roof must be weather tight and all debris removed from the work area (including roofing, nails and trim).
21. Contractor will be responsible for all permits.
22. Cannot block emergency vehicle access to building
23. Post safety plan on site and follow industry standards for fall protection.
24. Contractor is responsible for securing all material and equipment



CITY OF SPOKANE – PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
509-625-6251

DAVID A. CONDON  
MAYOR

March 12, 2019

### ADDENDUM NO.1

#### RFB #2019-130 Fire Dept Roofs

**This Addendum is being issued to distribute information of changes to original Request for Bid**

The Mandatory Pre-Bid Walk Through has been rescheduled to March 20 at 9:00 am due to inclement weather.

The new Due Date for submitting Bids is by 1:00 pm on April 1, 2019

Laura Aga  
Contracts/Purchasing

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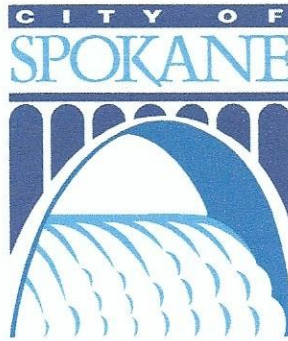
**PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

**The undersigned acknowledges receipt of this Addendum.**

All Surface Roofing & Waterproofing Inc.

**Company**

**Authorized Signature**



CITY OF SPOKANE – PURCHASING  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201-3316  
509-625-6251

DAVID A. CONDON  
MAYOR

March 20, 2019

## ADDENDUM NO.2

### RFB #2019-130 Fire Dept Roofs

**This Addendum is being issued to distribute the questions/answers and information presented at the pre-bid meeting.**

Change to wording of Scope of Work- #13: Have a **one (1) year** craftsmanship warranty with a 40 year prorated factory warranty on material.

Q. Do you want venting as shown on plan?

A. Yes - See **revised** drawing addressing venting layout. For sections 5 & 6 the half ridge vent (on the lower roof below gable vent) Have added an area 8 which is a ridge vent on the roof above the main entrance.

Q. Is there attic access?

A. Yes, limited in all 3 buildings

Q. Are gutters staying?

A. See Scope of Work #9

Q. Was plywood replaced on the roofs done last year?

A. Yes, on as needed basis – see Scope of Work #8

Q. Are all the current roof penetrations HVAC related?

A. Yes, intention is to coordinate with HVAC installation whenever possible.

The new Due Date for submitting Bids is by 1:00 pm on April 1, 2019

Laura Aga

Contracts/Purchasing

---

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

**The undersigned acknowledges receipt of this Addendum.**

All Surface Roofing & Waterproofing Inc.

**Company**



**Authorized Signature**



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

05/06/2019

<u>Date Rec'd</u>	4/23/2019
<u>Clerk's File #</u>	ORD C35768
<u>Renews #</u>	

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

Agenda Wording

An ordinance relating to pedestrian safety; adopting new chapter 16A.84 of the Spokane Municipal Code.

Summary (Background)

This ordinance does the following: - codifies pedestrian safety as the City's top transportation priority per the Comprehensive Plan; - formally adopts the City's Pedestrian Master Plan as the guiding document and creates a requirement that the plan be updated every 5 years; - eliminates the need to press the "beg button" to cross the street downtown and allows City traffic engineers to expand pedestrian recall throughout the city;

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> PIES 4/22/19
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	
<u>For the Mayor</u>	ORMSBY, MICHAEL	
<u>Additional Approvals</u>		
<u>Purchasing</u>		





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance: - encourages the use of Leading Pedestrian Interval (pedestrian head start) in downtown and near schools, hospitals, childcare centers and other high density areas; - creates a goal of deploying Accessible Pedestrian Signals to all signalized intersections by 2025; and - requires that pedestrian safety projects be reviewed for compliance with the Pedestrian Master Plan and with traffic safety enforcement standards.

Fiscal Impact

Select      \$

Budget Account

#

Select      \$

#

Distribution List


## **ORDINANCE NO. C - \_\_\_\_\_**

An ordinance relating to pedestrian safety; adopting new chapter 16A.84 of the Spokane Municipal Code.

**WHEREAS**, the Spokane City Council has adopted a Pedestrian Master Plan (Ordinance No. C-35315 (Nov. 2, 2015)); and

**WHEREAS**, the Pedestrian Master Plan guides City decision-making on pedestrian facility improvements which are implemented through the Six-Year Comprehensive Street Program; and

**WHEREAS**, The Pedestrian Master Plan, as with every other master plan and comprehensive plan concerning the built environment in Spokane, is implemented through the adoption of policies and new or amended development regulations; and

**WHEREAS**, Comprehensive Plan Transportation Policy 1.1 provides that the City will “[d]esign transportation systems that protect and serve the pedestrian first”; and

**WHEREAS**, the City of Spokane adopted a Complete Streets Program (Ordinance No. C-34821 (Dec.19, 2011)) which “encourages healthy, active living, reduction of traffic congestion and fossil fuel use, and improvement in the safety and quality of life of residents”; and

**WHEREAS**, the City of Spokane’s Sustainability Action Plan (approved by the Mayor on March 13, 2009 and implemented via SMC 15.05.030 (codified by Ordinance No. C- 35519 (July 17, 2017))) calls for the City to “review and revise standards and practices to remove barriers restricting expansion, safety, and use of pedestrian and bike ways; and

**WHEREAS**, the City of Spokane supports existing pedestrian safety groups such as the Spokane County Target Zero Committee and the Pedestrian Transportation and Traffic Subcommittee of the Community Assembly; and

**WHEREAS**, the City of Spokane supports standard pedestrian safety practices and innovative solutions to reduce pedestrian injuries and fatalities.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is adopted a new chapter 16A.84 of the Spokane Municipal Code to read as follows:

**Chapter 16A.84                      Transportation Priority - Pedestrian Safety**

**Section 16A.84.010              Definitions**

- A. "Accessible Pedestrian Signals" ("APS") means integrated devices that communicate information about the "WALK" and "DON'T WALK" intervals at signalized intersections in non-visual formats to pedestrians who are blind or have low vision.
- B. "Leading pedestrian interval" means a period of time during which an advance pedestrian green (i.e., "WALK" indication) for a crosswalk is displayed for a minimum of three seconds while red indications continue to be displayed to parallel, through, and/or turning vehicular traffic.
- C. "Pedestrian recall" means a "WALK" mode programmed into signal controllers in which the start of the pedestrian green ("WALK") indication coincides with the start of the green indication for the through movement parallel to the pedestrian movement and is called once per cycle.

**Section 16A.84.020                      Pedestrian Safety Top Transportation Priority; Purpose and Intent**

- A. The City of Spokane recognizes that pedestrian safety and service is the City's highest transportation priority.
- B. The City of Spokane desires an active, connected, equitable, sustainable, and complete transportation network for all users, maximizing innovation, access, choice, and options for all users in all four seasons.
- C. The City of Spokane intends to enhance walking routes to schools, parks, retail locations, employment centers and desirable destinations for seniors.
- D. The City of Spokane intends to remove barriers restricting expansion, safety, and the use of pedestrian and bicycle infrastructure.
- E. The City of Spokane supports Washington State's Target Zero goal of reducing all traffic fatalities and serious injuries to zero by the year 2030.
- F. The City of Spokane supports regional efforts to identify and coordinate on pedestrian safety projects.

**Section 16A.84.030                      Pedestrian Master Plan**

- A. The City shall utilize the City of Spokane Pedestrian Master Plan as the guiding document to support a more walkable, equitable, and complete city transportation network that supports increased levels of physical activity, important connections to transit, and more transportation choices for all.

- B. On or before December 31, 2020 and every five years thereafter, the City of Spokane should review and, as needed, update the Pedestrian Master Plan.

#### **Section 16A.84.040      Pedestrian Recall**

- A. Pedestrian recall should be implemented at all signalized intersections in all downtown zones between the hours of six a.m. and midnight.
- B. City traffic engineers may expand pedestrian recall throughout the city without approval of the City Council.

#### **Section 16A.84.050      Leading Pedestrian Interval**

- A. Leading pedestrian interval is encouraged at all signalized intersections in all downtown zones as well as near schools, childcare centers, hospitals, senior living facilities, and any area with a higher than average level of permanent or temporary pedestrian traffic.
- B. Leading pedestrian interval shall only be used at signalized intersections that are also equipped with accessible pedestrian signals.

#### **Section 16A.84.060      Accessible Pedestrian Signals (APS)**

- A. It is the goal of the City of Spokane to deploy accessible pedestrian signals at all signalized intersections by the year 2025.
- B. Accessible pedestrian signals shall be provided when new pedestrian signals are installed.
- C. The deployment of accessible pedestrian signals shall be incorporated into the City of Spokane's Six-Year Comprehensive Street Program.

#### **Section 16A.84.070      Pedestrian Safety Project Review**

Each pedestrian safety project shall be reviewed at appropriate intervals for effectiveness and compliance with traffic safety enforcement standards, the Pedestrian Master Plan, and this chapter.

#### **Section 16A.84.080      Active Transportation Priority Signalization**

Nothing in this chapter shall restrict the planning or execution of transit, bicycle, or any other active transportation signal prioritization projects.

**PASSED** by the City Council on \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effect

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Improving Pedestrian Safety at Signalized Intersections
<b>Date:</b>	April 22, 2019
<b>Author (email &amp; phone):</b>	Ben Stuckart – <a href="mailto:bstuckart@spokanecity.org">bstuckart@spokanecity.org</a> 625-6269
<b>City Council Sponsor:</b>	Ben Stuckart
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	PIES; Urban Experience; Public Safety
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion         Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	<a href="#">City of Spokane Pedestrian Master Plan</a> <a href="#">Spokane Comprehensive Plan</a> <a href="#">Transportation Benefit District</a> <a href="#">NACTO Urban Street Design Guide</a> <a href="#">City of Spokane Sustainability Action Plan</a> <a href="#">City of Spokane Strategic Plan</a> <a href="#">Linking Transportation Planning &amp; Health Outcomes – SRHD</a> <a href="#">RCW 9A.84.030 – Disorderly Conduct</a> <a href="#">RCW 46.61.235 – Crosswalks</a> <a href="#">RCW 46.61.050 – Obedience to and required traffic control devices</a> <a href="#">RCW 46.61.060 – Pedestrian control signals</a> <a href="#">RCW 46.61.240 – Crossing at other than crosswalks</a> <a href="#">RCW 46.61.230 – Pedestrians subject to traffic regulations</a>
<b>Strategic Initiative:</b>	Transportation Choices; Sustainability; Improving Streets; Planning for Growth
<b>Deadline:</b>	Will file after committee
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	N/A
<b><u>Executive Summary:</u></b>  <p><i>City of Spokane Comprehensive Plan Transportation Policy 1.1: “Design transportation systems that protect and serve the pedestrian first”</i></p> <p><i>City of Spokane Pedestrian Master Plan Goal 4: “Create a safe, walkable city that encourages pedestrian activity and economic vitality by providing safe, secure, and attractive pedestrian facilities and surroundings.”</i></p> <p><i>City of Spokane Sustainability Action Plan Strategy 3A: “Review and revise standards and practices to remove barriers restricting expansion, safety, and use of pedestrian and bike ways.”</i></p> <p><i>Spokane Transit Authority Connect Spokane System Infrastructure 4.6: By allowing people to safely and efficiently reach their destination, pedestrian infrastructure plays a significant role in completing the transit network. STA supports efforts to improve and enhance pedestrian connections to its facilities.</i></p> <p>Spokane’s Walk Score is 48 which is considered <i>car-dependent</i>. Spokane’s Walk Score lags most major cities in the Pacific Northwest except Boise and Missoula.<sup>1</sup> The average Walk Score around Spokane’s signalized intersections is 72 which is considered <i>very walkable</i>. The signalized intersection areas with</p>	

<sup>1</sup> Missoula – 46; Boise – 41

Walk Scores below Spokane's 48 overall Walk Score include areas around Cooper Elementary, Salk Middle School, Gonzaga Prep School, Rogers High School, WSU Spokane, and Woodridge Elementary. A study by CHASE and the Washington State University School of Medicine found that although elementary schools in Spokane with the lowest socioeconomic status were in neighborhoods with the highest walk scores, the ability to walk "may be discouraged by the high crime rates and arterial road density within those neighborhoods" (Amram, Crowley, & Monsivais, 2018).

Although Spokane's number of commuters grew by 10% from 2013 to 2017 (Spokane Community Indicators, 2019), pedestrian activity continues to grow. New downtown housing and the interest and success of the shared mobility program has led to a greater increase in pedestrian activity throughout Spokane.

All Trips

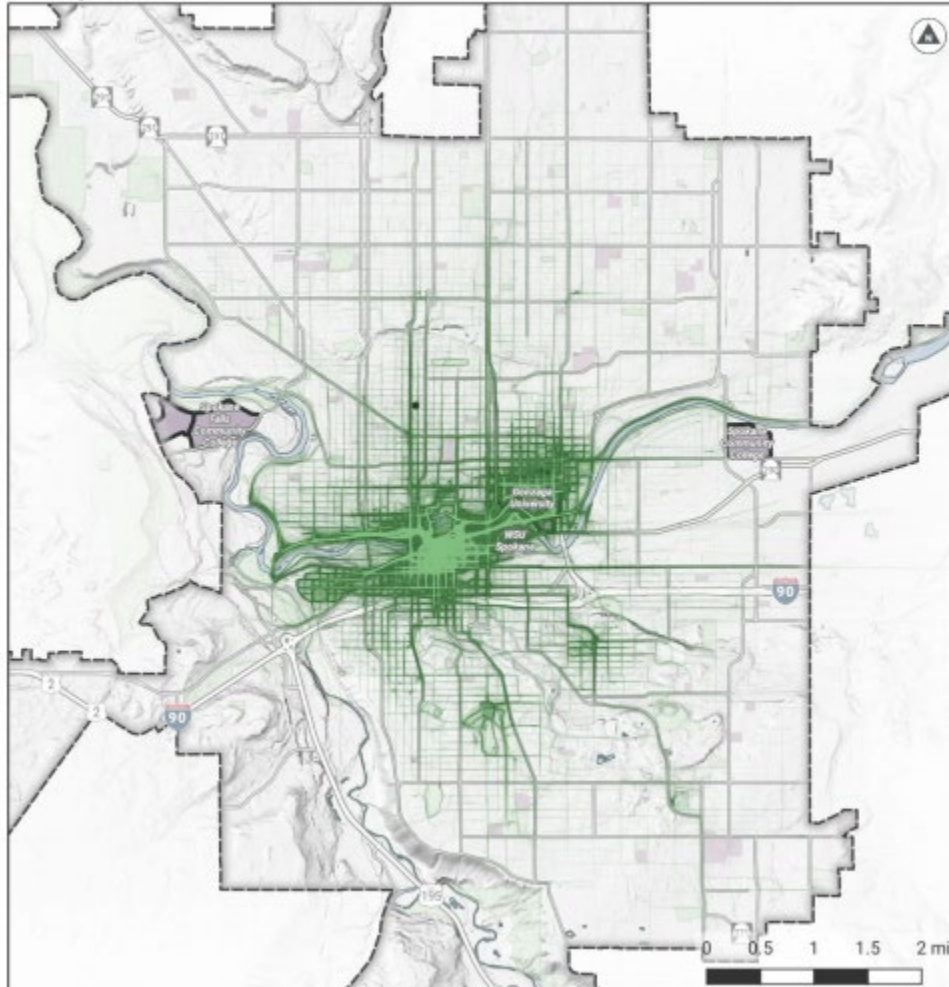


Figure 1 Shared Mobility Pilot Report - All Trips Report

Spokane neighborhoods have made walker safety and connectivity a top priority. Transportation is the second most expensive expenditure in a household<sup>2</sup> and several neighborhoods closer to the downtown core have identified reducing dependence on the automobile as a neighborhood goal. Studies show that increasing walkability increases property values (Bokhari, 2016) and increases a neighborhood's desirability. **This ordinance officially adopts the City of Spokane Pedestrian Master Plan as the guiding document that supports a more walkable, equitable, and complete city transportation network. The ordinance requires a Pedestrian Master Plan update at least every five years starting in 2020.**

Neighborhood

Objective

<sup>2</sup> BLS Consumer Expenditures - 2017

Greater Hillyard Northeast Planning Alliance (Bemiss, Hillyard, & Whitman Neighborhoods)	"pursue policy changes to permit pedestrian-resident –friendly access to local destinations" (Greater Hillyard Northeast Planning Alliance, 2010)
Nevada Lidgerwood Neighborhood (Nevada Heights)	"Coordinate with the City and neighborhood to evaluate solutions for non-motorized travel improvements" (Urban & Regional Planning Program at Eastern Washington University, 2011)
West Central Neighborhood	"Provide improved bike/pedestrian connections across major arterials to connect neighborhood destinations and create pleasant and safe travel environments" (West Central Neighborhood, 2012)
Peaceful Valley Neighborhood	"Work with the City to explore ways to improve access and multimodal connectivity to desirable destinations in and near Peaceful Valley, including Downtown, residential areas, offices, commercial areas, parks, and schools" (Peaceful Valley Neighborhood Council, 2015)
Chief Garry Neighborhood	"Improvement to pedestrian circulation and amenities in the Chief Garry Park neighborhood are top priorities. Improving the walking environment throughout the neighborhood will enhance safety and accessibility to the STA Central City Line improvements along Mission Avenue" (Chief Garry Neighborhood Council; ProjectTributa, 2017)
South Hill Coalition (Cliff Cannon, Comstock, Lincoln Heights, Manito/Cannon Hill, & Rockwood Neighborhoods)	"Improve safety for pedestrians at crossings of high-volume and/or high speed streets" (South Hill Coalition; MIG, 2014)
North Hill Neighborhood	"Improve pedestrian and bicycle safety along the auto-oriented major arterials in the neighborhood" (North Hill Neighborhood Council; MIG; BergerABAM, 2015)
Emerson-Garfield Neighborhood	"Pedestrian safety was identified as the neighborhood's top priority. Improving the convenience and safety of walking and biking will not only help in the pursuit of sustainable alternatives to driving, it will greatly increase economic viability for businesses on these streets. In addition, it will unite the neighborhood through more equitable access, opening up use of its shared parks and community resources. In short, increased pedestrian safety will make the Emerson-Garfield Neighborhood an even better place to live and work" (Emerson-Garfield Neighborhood Council; AHBL, 2014)

A pedestrian died in a traffic-related crash every three days in Washington State in 2017 (Pedestrian Safety Advisory Council, 2018). The Pedestrian fatality rate in the United States is the highest it has been since 1990 (LeBeau, 2019).

Pedestrian safety is a citywide issue and not just isolated to the downtown core. According to Washington State Department of Transportation data, there was 162 pedestrian vs motorist collisions in



Spokane in 2018. 24 resulted in serious injuries while four collisions were fatalities. The majority of the pedestrian versus motorist collisions in 2018 occurred in the downtown core. Spokane averages nearly three pedestrian versus motorist collisions per week<sup>3</sup> resulting in 3 pedestrian fatalities per year.

<u>Year</u>	<u>Council District 1</u>	<u>Council District 2</u>	<u>Council District 3</u>
2013	0 Fatalities 2 Serious Injuries	0 Fatalities 6 Serious Injuries	1 Fatality 1 Serious Injury
2014	1 Fatality 1 Serious Injury	0 Fatalities 1 Serious Injury	1 Fatality 6 Serious Injuries
2015	1 Fatality 3 Serious Injuries	1 Fatality 6 Serious Injuries	1 Fatality 1 Serious Injury
2016	4 Serious Injuries	3 Serious Injuries	4 Serious Injuries
2017	2 Fatalities 6 Serious Injuries	1 Fatality 2 Serious Injuries	1 Fatality 5 Serious Injuries
2018	6 Serious Injuries	3 Fatalities 5 Serious Injuries	11 Serious Injuries 1 Fatality
TOTALS	4 Fatalities 23 Serious Injuries	5 Fatalities 22 Serious Injuries	4 Fatalities 21 Serious Injuries

\* Data from the Washington State Department of Transportation Crash Portal

From 2013 and 2017, nearly 60% of all pedestrian fatalities and serious injuries in Washington state occurred in areas with a poverty rate higher than the state average (Washington State Department of Transportation, 2018). In Spokane, the results are strikingly similar. During the same time period, all but one pedestrian fatalities occurred in neighborhoods with a median household income lower than the city average. Furthermore, all but one fatality occurred in neighborhoods with a higher percentage of people of color than the overall city average.

<u>Neighborhood</u>	<u>Pedestrian Fatalities</u>	<u>MHI - \$46,543 (2017)<sup>4</sup></u>	<u>% Non-White (2017)<sup>5</sup> – 14.28%</u>
Shiloh Hills	4	\$36,692	16.8%
Riverside	4	\$13,433	17.7%
East Central	1	\$38,326	23.3%
Lincoln Heights	1	\$53,572	13.7%
Nevada Heights	3	\$34,401	20.3%
Hillyard	1	\$35,256	17.1%
West Central	2	\$28,249	21.2%
West Hills	1	\$46,458	15.9%
Logan	1	\$26,560	18.0%
Chief Garry Park	1	\$35,264	25.2%
Cliff/Cannon	1	\$33,045	14.9%
Emerson/Garfield	1	\$38,108	16.7%

Spokane's pedestrian vs motorist collisions per capita have outpaced every large city in Washington except Seattle over the last five years. Spokane's motorist vs pedestrian collisions per capita is double the city of Spokane Valley. **This ordinance supports Washington State's Target Zero goal of reducing all traffic-related fatalities and serious injuries by 2030.**

In 2017, most walkers killed or suffered serious injuries were struck by motorists crossing the street (Pedestrian Safety Advisory Council, 2018). Improvements to pedestrian signalization have the highest

<sup>3</sup> 134 pedestrian versus motorist collisions a year

<sup>4</sup> Spokane Community Indicators

<sup>5</sup> Buxton Survey Data

return on investment for transportation improvements because of the efficiencies gained by all users (Heerwagen, 2017). A significant number of walker vs motorist collisions occur on Highway 2 (Ruby/Division) where there are 30 different signalized intersections.

### Pedestrian recall

*City of Spokane Pedestrian Master Plan: "Pedestrian recall describes the situation where a pedestrian is given the 'walk' signal at every signal phase, without having to push a button".*

More than half of all signalized intersections in Spokane require a pedestrian to press a button (actuated signal) to get the 'WALK' signal. Locating and pushing the actuated signal is difficult and inconvenient for elderly walkers and pedestrians in wheelchairs, pushing strollers, or holding items in their hands such as groceries. Snow and construction can make accessing the button even more difficult. Pedestrians who miss hitting an actuated signalized intersection must stand in the elements for another signal cycle exposing them to car exhaust<sup>6</sup>. NACTO recommends against the installation of actuated signals due to maintenance requirements and costs.



Figure 2 Francis & Monroe

To truly prioritize pedestrians, pushing a button should not be required to cross the street. Actuated signals do not lead improve pedestrian traffic conditions. Actuated signal are shown to be more effective in reducing motorist versus pedestrian crashes in the evening than during the day (Federal Highway Administration, 2004). In Spokane, the "WALK" sign does not come faster when a pedestrian presses the actuated signal. Pressing the button simply adds the "WALK" signal to the signal phase. Studies have shown that many pedestrians do not even push the button at all (Sulmicki, 2016) which leads to walkers violating the City's Model Traffic Ordinance and state law by walking against the 'WALK' sign. **This ordinance does not remove actuated signals. This ordinance simply requires the "WALK" indicator be shown automatically regardless of whether the walker presses the actuated signal.** (This

<sup>6</sup> Spokane County residents with asthma outpace the U.S. and Washington averages.

provision aligns with Safety Principle 4 – *Predictability and simplicity: Make it easier for all roadway users to use all roadways safely*, from the Washington State Pedestrian Safety Advisory Council)

### Leading Pedestrian Interval

*City of Spokane Pedestrian Master Plan: “Leading pedestrian interval gives pedestrians a few seconds head start to claim the right-of-way ahead of turning traffic, this may reduce conflicts with turning vehicles.”*

Leading pedestrian interval, also known as ‘pedestrian head start’ is a cost-effective method of increasing pedestrian safety at signalized intersections. Leading pedestrian interval make intersections where right and left-hand turns create safety conflicts with crossing pedestrians safer. Leading pedestrian interval gives walkers a 3 to 7-second head start before giving the motorists in the parallel lane the green signal. This establishes the pedestrian firmly in the crosswalk to increase visibility and reinforce right-of-way prioritization. Leading pedestrian interval increases efficiency by removing the guessing of whether a pedestrian is stepping out into the crosswalk. Leading pedestrian interval increases pedestrian visibility for drivers. Leading Pedestrian Interval is more effective when paired with no right turns on red. Studies have shown that Leading Pedestrian Interval to significantly reduce pedestrian vs. motorist crashes (Fayish & Gross, 2010).

LPIs have been shown to reduce pedestrian-vehicle collisions as much as 60% at treated intersections.

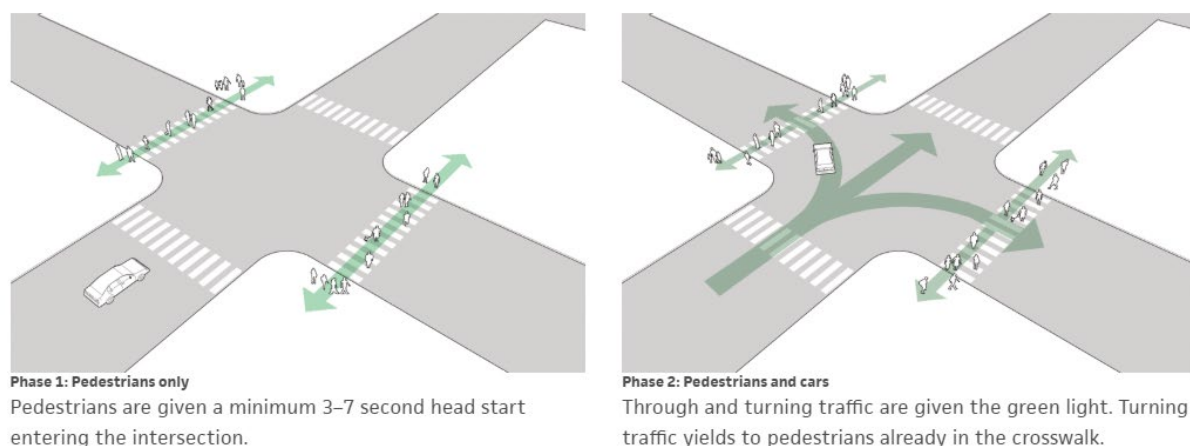


Figure 3 NACTO Urban Street Guidelines

Cities of all sizes such as State College Pennsylvania (Fayish & Gross, 2010) Gainesville Florida (City of Gainesville Florida, 2017), Charlotte North Carolina (City of Charlotte North Carolina, 2018), San Francisco (Jose, 2016), Los Angeles (Linton, 2016), Washington D.C. (Augenstein, 2017), Stamford Connecticut (Stamford Street Smart, 2016), and New York City (New York City Department of Transportation, 2017) have implemented leading pedestrian intervals. **The ordinance encourages the use of Lead Pedestrian Interval in downtown and near schools, childcare centers, hospitals, senior living facilities, or an area with a higher than average permanent or temporary pedestrian traffic.** (This provision aligns with Safety Recommendation 4.2 – *Support pedestrian safety technology*, from the Washington State Pedestrian Safety Advisory Council)

### Accessible Pedestrian Signal (APS)

*City of Spokane Pedestrian Master Plan: “ADA accessibility requires a navigable, safe pedestrian environment for all people, including those with physical disabilities. This includes curb ramps with*

*shallow approach angles and smooth transitions, detectable warning strips with truncated domes, and ideally includes audible crossing signals at priority locations.”*

Accessible Pedestrian Signals (APS) are pedestrian safety devices that use verbal commands (or Braille) to assist blind and low-vision pedestrians in determining the ‘WALK’ and ‘DON’T WALK’ intervals at signalized intersections. Accessible Pedestrian Signals are only installed on 32 of Spokane’s 263 intersections. Pedestrian recall does not limit implementation of Accessible Pedestrian Signal (APS) throughout the remaining signalized intersections in the city. Accessible Pedestrian Signal (APS) improves walker safety for children, elderly, and people with mental and physical disabilities. People with disabilities in addition to children and older adults are more likely to be killed or seriously injured when drivers hit them (Pedestrian Safety Advisory Council, 2018). Research by the Federal Highway Administration’s Pedestrian Safety Countermeasure Deployment Project found that Accessible Pedestrian Signals also benefit sighted pedestrians by reducing the percentage of walkers who begin crossing with the ‘DON’T WALK’ signal. The project also found a higher proportion of pedestrians starting immediately on the ‘WALK’ phase (San Francisco Municipal Transportation Agency; University of California Traffic Safety Center, 2008).

**This ordinance sets a goal of deploying Accessible Pedestrian Signals (APS) to all signalized intersections in Spokane by 2025 by integrating installation of APS through projects in the 6-year Comprehensive Street Plan.** (This provision aligns with Safety Recommendation 4.2 – *Support pedestrian safety technology*, from the Washington State Pedestrian Safety Advisory Council)



Figure 4 APS

Accessible Pedestrian Signals and Leading Pedestrian Interval are among the most effective tools at impacting pedestrian safety and improving the walker’s perception of safety according to the Pedestrian Safety Countermeasure Deployment Project (San Francisco Municipal Transportation Agency; University of California Traffic Safety Center, 2008).

**Budget Impact:**

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source: Multiple funding sources including but not limited to: Transportation

District, Traffic Calming, Street Levy and other state/federal funding sources.			
Other budget impacts: (revenue generating, match requirements, etc.)			
<u>Operations Impact:</u>			
Consistent with current operations/policy?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/> No
Requires change in current operations/policy?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/> No
Specify changes required: Known challenges/barriers:			

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

05/13/2019

<u>Date Rec'd</u>	5/2/2019
<u>Clerk's File #</u>	ORD C35771
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	
<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Hearings
<u>Agenda Item Name</u>	4700- VACATION OF ALLEY BETWEEN 2ND & 3RD BTWN LINCOLN & MONROE

**Agenda Wording**

Vacation of the alley between 2nd Ave and 3rd Ave, between Lincoln and Monroe, as requested by 4 Degrees.

**Summary (Background)**

At its legislative session held on April 8, 2019 the City Council set a hearing on the above vacation for May 13, 2019. Staff has solicited responses from all concerned parties. Recommendation is that the vacation be approved subject to the conditions contained in the Street Vacation Report and the Ordinance be read for the first time.

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

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

**Approvals**

<b><u>Dept Head</u></b>	DUVALL, MEGAN	<b><u>Study Session</u></b>	Urban Experience 3/11/19
<b><u>Division Director</u></b>	CORTRIGHT, CARLY	<b><u>Other</u></b>	
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	ebrown@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	edjohnson@spokanecity.org	
<b><u>Additional Approvals</u></b>		kbecker@spokanecity.org	
<b><u>Purchasing</u></b>		ccortright@spokanecity.org	
		korlob@spokanecity.org	
		dnorman@spokanecity.org	
		sbishop@spokanecity.org	

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. \_\_\_\_\_

An ordinance vacating the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, from the east line of Monroe Street to the west line of Lincoln Street,

WHEREAS, a petition for the vacation of the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, from the east line of Monroe Street to the west line of Lincoln Street has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between 2<sup>nd</sup> Avenue and 3<sup>rd</sup> Avenue, from the east line of Monroe Street to the west line of Lincoln Street is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, CenturyLink, and Comcast to protect existing and future utilities.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_



P1900909VACA

**Preliminary Right of Way Description:**  
The alley between 2nd Ave and 3rd Ave  
From the east line of Monroe St. and the  
west line of Lincoln St.

**Legend**

 Vacation Area

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.







**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT**  
March 22, 2019

**LOCATION:** The alley between 2<sup>nd</sup> and 3<sup>rd</sup>, from the east line of Monroe to the west line of Lincoln.

**PROPONENT:** 4 Degrees

**PURPOSE:** Safety from traffic in the alley and protection from graffiti and property damage.

**HEARING:** May 13, 2019

**REPORTS:**

**AVISTA UTILITIES** – The entire area is served by Avista with gas distribution, overhead distribution or the underground downtown distribution network. Avista requests that an easement be reserved in the entire vacated area to cover all facilities.

**COMCAST** – We can't approve this vacation, because we need access to our plant.

**INLAND POWER & LIGHT** – Inland Power & Light has no facilities within the proposed area.

**ZAYO COMMUNICATIONS** – Zayo has no Comment and or concerns at this time in reference to the Vacation of the Alley between Lincoln & Monroe, South of 2<sup>nd</sup>, North of 3<sup>rd</sup>.

**CENTURYLINK** – CenturyLink has cable facilities in the right of way to be vacated and would like to retain utility easement rights within the vacating ordinance. These rights should provide for maintenance, construction, and reconstruction as needed. If we haven't heard from you within 10 days, we will assume you have added our easement to the property and have informed the future property owners.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No comments

**FIRE DEPARTMENT** – No issues that I can see. Alleys are just not wide enough for our trucks, so we would be walking anyways.

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – I have reviewed the proposed vacation and have no objections, provided that the proponent completes the closure work at both ends of the alley.

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No comments

**PLANNING & DEVELOPMENT – PLANNING** – It appears that this alley is currently being used for trash collection. It would also necessitate reconfiguration of adjacent parking lots if the alley was removed from public use.

Thank you for the opportunity to comment on the 2<sup>nd</sup>-3<sup>rd</sup> alley vacation proposed between Lincoln and Monroe streets. Staff and I discussed the proposal and have the following concerns and suggestions related to the proposal:

**Unfinished conditions for Cinder Design Review Board approval.** While one of the businesses adjacent to the alley, Cinder at 927 W. 2<sup>nd</sup> Ave., has taken steps to obtain Design Review Board approval for façade improvements, no permits have been submitted for the exterior work on the building and it is still not in compliance with the conditions for approval (File DRB2017-12, pp. 4-5, enclosed). Before the vacation moves forward for hearing, the applicant should complete the improvements and all conditions of approval of the DRB recommendation should be met. Please contact Dean Gunderson (625-6082) for more information about the DRB recommendation.

**Building set across existing lot lines.** The building at 224 S. Lincoln St. is situated on three parcels. The alley vacation should be conditioned on the approval of a boundary line adjustment to make the building and parcel a conforming situation.

**Ensure Complete Street environment by reserving sufficient right-of-way or easements for loading and solid waste storage/collection.** Complete Streets are a strategy of the Downtown plan to provide a network of landscaped streets that are designed for multiple modes of transportation. The alley serves to promote Complete Streets environments on each of the surrounding designated streets. When the land is redeveloped to achieve full buildout in the future, loading and solid waste collection can continue to occur at the rear of the property, and not impact the public realm and pedestrian environment on the surrounding streets. The briefing paper for this item for the March 11, 2019, Urban Experience Committee meeting cites current negative activity due to property damage and vehicular traffic as reasons for the proposed vacation. However, to maintain space in the street right-of-way for provision of Complete Streets elements, the alley

vacation should be conditioned on the reservation of public access for loading and solid waste collection for each property adjacent to the existing alley.

This alley is shown on Map 5.1, Streetscape Improvements. The Downtown development standards provide that public right-of-way shown on the Complete Streets map shall not be vacated. The relevant Downtown development standards are under SMC 17C.124.035:

... Right-of-ways found on the complete streets map shall not be vacated as the space is needed to incorporate the elements described in the complete street designation. ...

Alleys.

Alleys provide the best opportunity to prioritize the pedestrian above the motor vehicle. Alleys are critical service areas where deliveries and refuse collection shall be focused. Alley encroachments shall be removable and allow for nightly access.

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - Solid Waste currently uses the alley for collection of the businesses on that block. The day shift front load collection route has two containers in the alley, one is collected while driving east and the other while driving west. This is currently being done on Thursday only; however, a business like Molly's may increase to multiple times a week as business increases. We also have both garbage and recycle rear load trucks using the alley at night. I do not know the frequency at this time; I would need to catch the crew at 6:30 AM before they go home.

Other than collection, alleys like this one are used to access adjacent allies. If this alley was to be vacated, it would force all large trucks to enter and exit the adjacent alleys from the two main one-way arterials, Monroe and Lincoln. For trucks to enter 16 foot wide alleys, they must use multiple lanes. Doing this on main arterials can be dangerous for both Solid Waste employees and the public. It is much safer to enter and exit from less busy streets like Post and Madison and drive straight across the main arterials when clear.

**STREET DEPARTMENT** – We have reviewed the proposed vacation of the alley between Second Ave and Third Ave. between Monroe St. and Lincoln St. and the Street Department has no objections to the proposed vacation.

**WASTEWATER MANAGEMENT** – As Bill pointed out, not much here for us. We have no objections to the vacation provided onsite runoff be maintained and treated on site.

**WATER DEPARTMENT** - No comments

**BICYCLE ADVISORY BOARD** - No comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Century Link, Avista Utilities, and Comcast shall be retained to protect existing and future utilities.
2. Plans indicating how adequate access for solid waste collection must be submitted and approved by the City of Spokane.
3. Plans for the termination and closure of the alley must be submitted and approved and the closure work must be completed or bonded for.
4. Adequate emergency vehicle access shall be maintained to existing and future buildings.
5. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$74,402.26 and is to be deposited to Budget Account #3200 49199 99999 39510.
6. All stormwater generated onsite will need to be retained onsite.
7. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2020.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is fluid and cursive, with the first name "Eldon" being more prominent and the last name "Brown" following in a similar style.



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

05/13/2019

<u>Date Rec'd</u>	5/2/2019
<u>Clerk's File #</u>	ORD C35772
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	DEVELOPER SERVICES CENTER
<u>Contact Name/Phone</u>	ELDON BROWN 6305
<u>Contact E-Mail</u>	EBROWN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Hearings
<u>Agenda Item Name</u>	4700- VACATION OF PORTIONS OF DENVER AND ERIE STREETS

**Agenda Wording**

Vacation of portions of Denver and Erie Streets as part of a City of Spokane Stormwater Project.

**Summary (Background)**

At its legislative session held on April 8, 2019, the City Council set a hearing on the above vacation for May 13, 2019. Staff has solicited responses from all concerned parties. Recommendation is that the vacation be approved subject to the conditions contained in the Street Vacation Report and the Ordinance be read for the first time.

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

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	DUVALL, MEGAN
<b><u>Division Director</u></b>	CORTRIGHT, CARLY
<b><u>Finance</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	DALTON, PAT
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL
Additional Approvals	kbecker@spokanecity.org
<b><u>Purchasing</u></b>	ccortright@spokanecity.org
	korlob@spokanecity.org
	dnorman@spokanecity.org
	sbishop@spokanecity.org

City of Spokane  
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## ORDINANCE NO. \_\_\_\_\_

An ordinance vacating portions of Denver Street and Erie Street as described below,

WHEREAS, pursuant to Resolution \_\_\_\_\_, the City Council initiated the vacation of portions of Denver Street and Erie Street and more particularly described below, and a hearing has been held on the resolution before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. Those portions of Denver Street and Erie Street, lying within the Southeast quarter of Section 17, Township 25 North, Range 43 East, Willamette Meridian and more particularly described below is hereby vacated. Parcel number not assigned.

A PORTION OF THE SEVENTY-FIVE FOOT (75') WIDE RIGHT-OF-WAY FOR DENVER STREET LYING BETWEEN BLOCKS 20 AND 21 OF DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 20 AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 1, 2014 IN BOOK 155 OF SURVEYS AT PAGES 75 THROUGH 91; THENCE ALONG THE EAST LINE OF SAID BLOCK 20, SOUTH 02°12'26" EAST 307.75 FEET; THENCE LEAVING SAID EAST LINE OF BLOCK 20, NORTH 76°12'13" EAST 76.56 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK 21; THENCE ALONG SAID WEST LINE, NORTH 02°12'26" WEST 292.35 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 21; THENCE SOUTH 87°48'27" WEST 75.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF THE SEVENTY-FIVE FOOT (75') WIDE RIGHT-OF-WAY FOR

ERIE STREET LYING BETWEEN BLOCKS 19, 20 AND 24 OF DENNIS AND BRADLEY'S ADDITION, AS PER PLAT RECORDED IN VOLUME "A" OF PLATS, PAGES 160 AND 161, IN THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, LYING SOUTH OF TRENT AVENUE AND NORTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE SOUTHERLY MOST CORNER OF LOT 9 OF SAID BLOCK 19 AS SHOWN ON THE RECORD OF SURVEY FILED AUGUST 1, 2014 IN BOOK 155 OF SURVEYS AT PAGES 75 THROUGH 91; THENCE ALONG THE EASTERLY LINE OF SAID BLOCK 19, NORTH  $35^{\circ}55'33''$  E 120.32 FEET TO THE **TRUE POINT OF BEGINNING**, BEING THE SOUTHERLY MOST CORNER OF LOT 7 OF SAID BLOCK 19; THENCE LEAVING SAID EASTERLY LINE, SOUTH  $32^{\circ}52'10''$  EAST 30.93 FEET TO A POINT ON A 534.50 FOOT RADIUS NONTANGENT CURVE TO THE RIGHT, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH  $33^{\circ}12'48''$  EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF  $11^{\circ}08'06''$ , 103.88 FEET TO A POINT OF TERMINUS ON THE WEST LINE OF SAID BLOCK 24, FROM WHICH SAID SOUTHERLY MOST CORNER OF LOT 9 OF SAID BLOCK 19 BEARS SOUTH  $56^{\circ}17'41''$  WEST 215.48 FEET.

Section 2. The City retains and reserves easements over, under, across and through the entire vacated area of Erie Street for Avista Utilities, CenturyLink, Zayo Electric, and the City of Spokane to protect existing and future utilities and further retains the right to exercise and grant easements over, under, through and across said vacated area for the construction, repair, and maintenance of public utilities and services. No permanent obstructions can be placed within the vacated area without written permission from the City Engineer.

Section 3. The City retains and reserves easements over, under, across and through the entire vacated area of Denver Street for the City of Spokane and Avista Utilities to protect existing and future utilities and further retains the right to exercise and grant easements over, under, through and across said vacated area for the construction, repair, and maintenance of public utilities and services. No permanent obstructions can be placed within the vacated area without written permission from the City Engineer.

Section 4. The City retains and reserves an easement over, under, through and across the north 45 feet of vacated Erie Street for the Washington State Department of Transportation for the construction, repair, and maintenance of public utilities and services to include without limitation of the construction and maintenance of the Trent Bridge and related appurtenances and utilities.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

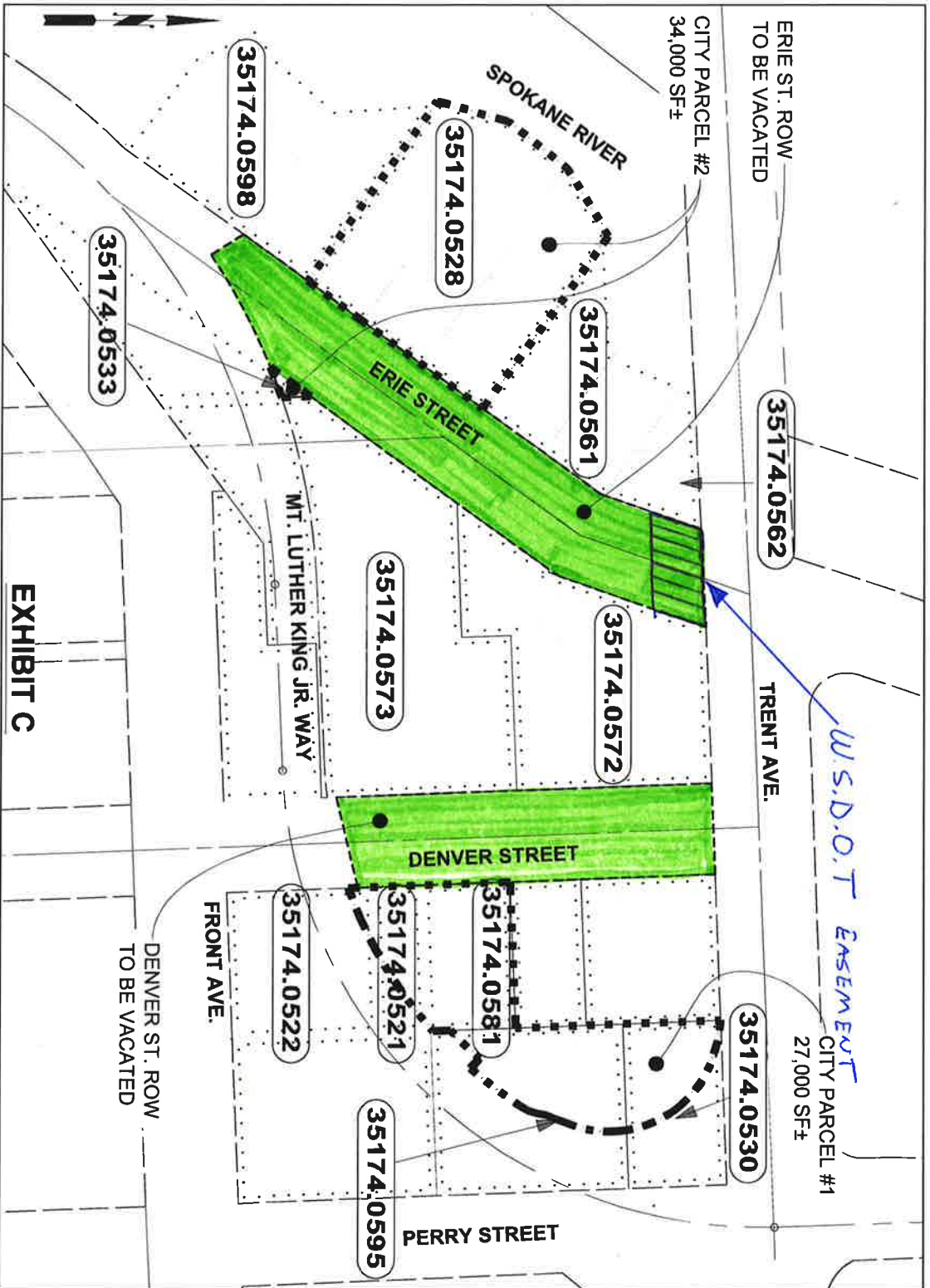


EXHIBIT C



**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT  
March 14, 2019**

**LOCATION:** Portions of Denver and Erie Streets south of Trent and west of Perry.

**PROPONENT:** City of Spokane Engineering Design

**PURPOSE:** Land Swap with Union Gospel Mission for a stormwater project.

**HEARING:** May 13, 2019

**REPORTS:**

**AVISTA UTILITIES** – I have reviewed the vacation request and Avista will request an easement to be reserved in entire vacated areas for existing and future gas and electrical distribution lines and down the requested vacations.

**COMCAST** – Comcast has reviewed the vacation request. We have no objections to the vacation.

**ZAYO COMMUNICATIONS** – Zayo has no objections and or comments.

**CENTURYLINK** – CenturyLink has cable facilities in the right-of-way on Erie Street and would like to retain utility easement rights within the vacating ordinance. These rights should provide for maintenance, construction and reconstruction as needed. We have no issues with Denver Street.

**INTEGRATED CAPITOL MANAGEMENT** – There are also sewer and storm pipes that will need an easement.

**FIRE DEPARTMENT** – No comments

**NEIGHBORHOOD SERVICES** – Regarding the drainage for right-of-way property swap with Union Gospel Mission on Trent: seems reasonable to me if UGM is ok with it.

**PARKS DEPARTMENT** - No comments



**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – Make sure there is access from the sidewalk along the Trent Bridge to the pathway along the river.

**PLANNING & DEVELOPMENT – PLANNING** – No concerns with the actual vacation, just the specifics afterwards. The requirement to aggregate parcels is necessary to ensure that we are not land locking parcels. Are we doing a land swap with UGM and the City owned parcel (35174.0528)? Otherwise this could become land locked.

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** – The only container we pick up there would be a compactor that belongs to the Union Gospel Mission. I believe we use the existing streets currently to access it. I also believe the compactor is stationary and not something someone could push out to us. If the current access to the Union Gospel Mission property was to change or the compactor was moved, Solid Waste Collection would need a site plan to review showing the new location of the compactor and vehicle access to it.

**STREET DEPARTMENT** – We have reviewed the proposal for the City to utilize a portion of Union Gospel Missions property for a storm water project by the vacation of Erie St. and Denver St., Trent Ave to MLK Blvd. and the Street Department has no objections to the proposed vacations.

**WASTEWATER MANAGEMENT** – Wastewater management has a number of assets in the proposed vacation area.

On Erie there is a 42" Sanitary Main and a 24" storm main. The 42" sanitary is between 22' and 29' deep. There is also a storm water overflow tank slated to be build in or close to that area.

Because of all this, we oppose the vacation of the Erie right of way. If it is vacated, then we would require a minimum of full width, no build easement with 24 hour access for the vacated area to provide maintenance and repair access to the sanitary and storm mains and the future tank. Note that usually we request only a 30' easement around the assets in question. Due to the size and depth of these pipes and the presence of the proposed tank, only a full width easement will be appropriate. Additionally, there is a storm inlet in that area that connects to the storm main which would have to be removed and pipe plugged and the property owner would have to assume responsibility of the storm water treatment and runoff in the area.

On Denver we have 2 storm inlets and pipes that connect that drainage to the storm main in Trent. We have no objection to this vacation area provided those assets to be removed and plugged and the property owner assume full responsibility for the storm runoff and treatment.

**WATER DEPARTMENT** – The Water Department still has active water mains in Erie and Denver. We would need to maintain a no build


easement over these pipes unless the developer has a plan to reroute them. – Response from engineering – We are aware of the mains in Erie and Denver (and not just water mains) which Loren points out. We agree with the request for no-build easements over all utilities, public and private.

**BICYCLE ADVISORY BOARD** - No comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Century Link, Avista Utilities, Zayo and the City of Spokane, shall be retained over and through the vacated area of Erie Street to protect existing and future utilities.
2. An easement as requested by Avista Utilities and the City of Spokane, shall be retained over and through the vacated area of Denver Street to protect existing and future utilities.
3. An easement as requested by Washington State Department of Transportation be retained over and through the north 45 feet for ingress/egress and to operate and maintain for the purpose of construction and maintenance of the Trent Bridge project including roadwork and utilities
4. Storm facilities in Denver Street must be removed/plugged and the property owner must assume full responsibility for storm runoff and treatment.
5. The plans for termination and closure of the right-of-ways must be submitted to and accepted by Developer Services, prior to construction, and the improvements must be satisfactorily constructed before final vacation completion.
6. As part of a DOE funded City of Spokane stormwater project, staff is working to vacate these dead-end right-of-ways to use as a trade with Union Gospel Mission for land that is needed for the city project. Staff recommends vacating these right-of-ways at no cost.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development



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

05/13/2019

Date Rec'd

5/2/2019

Clerk's File #

ORD C35773

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ELDON BROWN 6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

Hearings

Requisition #Agenda Item Name

4700- VACATION OF A PORTION OF FISKE ST RIGHT OF WAY

Agenda Wording

Vacation of a portion of Fiske St. right-of-way, as requested by Mikhaul Shevhenko.

Summary (Background)

At its legislative session held on April 8, 2019, the City Council set a hearing on the above vacation for May 13, 2019. Staff has solicited responses from all concerned parties. Recommendation is that the vacation be approved subject to the conditions contained in the Street Vacation Report and the Ordinance be read for the first time.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DUVALL, MEGAN

Study Session

Urban Experienc 3/11/19

Division Director

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OtherFinance

ORLOB, KIMBERLY

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sbishop@spokanecity.org

City of Spokane  
Planning & Development Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. \_\_\_\_\_

An ordinance vacating a portion of Fiske Street right-of-way north of 11<sup>th</sup> Avenue.

WHEREAS, a petition for the vacation of a portion of Fiske Street, north of 11<sup>th</sup> Avenue and more particularly described below has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the section of right-of-way more particularly described below is hereby vacated. Parcel number not assigned.

A portion of the Abandoned Spokane and Inland Railroad in Hills Subdivision of Block 11 of East Altamont Addition according to Plat recorded in Volume "M" of Plats, page 31, that is now Fiske Street right-of-way and is situated in the City of Spokane, Spokane County, Washington, being more particularly described as follows;

**Beginning** at the intersection of the West line of said Block 11 and the South line of said Abandoned Spokane and Inland Railroad, thence North along said West line of Block 11 a distance of 12.00 feet, thence East perpendicular to said West line of Block 11 a distance of 12.00 feet, thence East perpendicular to said West line of Block 11 a distance of 30.00 feet, thence South parallel to said West line of Block 11 a distance of 20.00 feet to said South line of Abandoned Railroad, thence in a Northwesterly direction along said South line of Abandoned Railroad a distance of 31.05 feet to the **Point of Beginning**.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services CenturyLink to protect existing and future utilities.

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

# ABANDONED SPOKANE AND INLAND RAILROAD VACATION



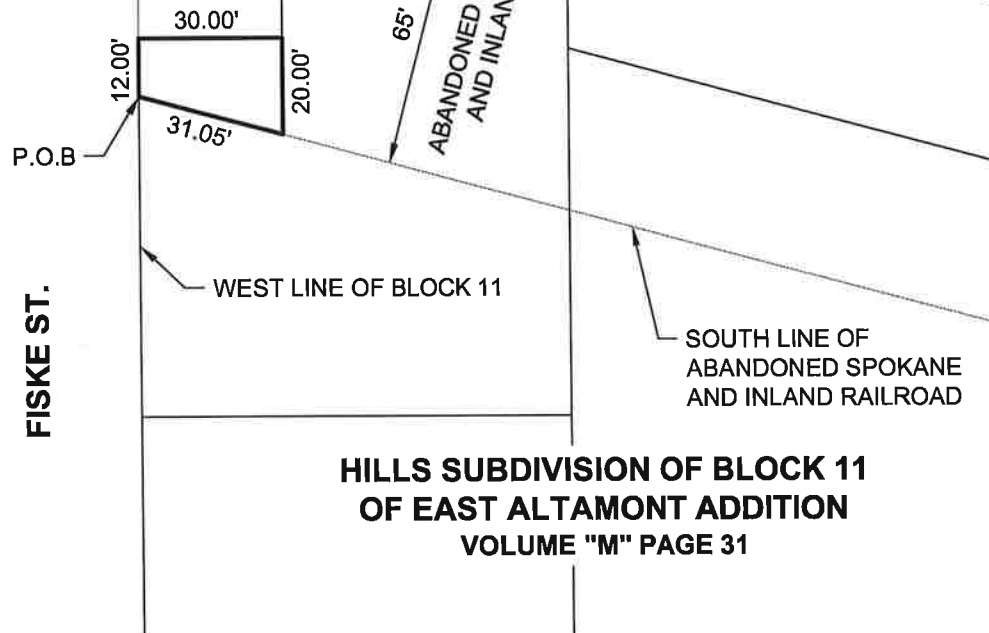
SCALE: 1"=40'

1/25/19



HILLS CT.

LOT 13



**COFFMAN**  
ENGINEERS

10 N. Post Street Suite 500  
Spokane, Washington 99201  
509 328 2994 Fax 509 328 2999

project	RAILROAD VACATION	by	JEA	sheet no.
location	1013 S. FISKE ST.	date	01/24/19	1 OF 1
client	MIKE SHEVCHENKO	checked	DJA	job no.
		date	01/24/19	190128



**P1900123VACA**



**Preliminary Right of Way Description:**  
**A portion of Fiske St. RW between**  
**E Hills Ct and E 11th Ave.**

**Legend**

 Vacation Area

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.







**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT**  
March 14, 2019

**LOCATION:** Portion of Fiske between Hills Ct. and 11<sup>th</sup> Ave

**PROPONENT:** Mikail Shevchenko

**PURPOSE:** Expand Yard

**HEARING:** May 13, 2019

**REPORTS:**

**AVISTA UTILITIES** – Avista serves the area with gas and electric distribution and vacation of portion described will have no adverse effects in Avista's facilities. We have no further comments at this time.

**COMCAST** – Comcast has reviewed the vacation request. We have no objections to the vacation.

**ZAYO COMMUNICATIONS** – Zayo communications has no comments and or objections to the vacation.

**CENTURYLINK** – CenturyLink has cable facilities in the right-of-way to be vacated and would like to retain utility easement rights within the vacating ordinance. These rights should provide for maintenance, construction, and reconstruction as needed.

**INLAND POWER AND LIGHT** – Inland Power & Light has no facilities within the proposed area to be vacated.

**INTEGRATED CAPITAL MANAGEMENT** – No comments of concerns

**FIRE DEPARTMENT** – No comments

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** – No Objections

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No concerns

**PLANNING & DEVELOPMENT – PLANNING** – No concerns

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** – No concerns or objections.

**WASTEWATER MANAGEMENT** – Wastewater has no assets in the area so no objection to the proposed vacation. Our standard requirement that onsite runoff be maintained and treated on site still applies.

**WATER DEPARTMENT** - No comments

**BICYCLE ADVISORY BOARD** - No comments

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Century Link shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$1,742.40 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2019**.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development

