

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings (effective Monday, March 14, 2022). City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the August 1, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of August 1, 2022:

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2483 173 6750; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, August 1, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

**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!**

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

- A. At the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during 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.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.

- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.
- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
 - 1. Announce at the beginning of their testimony that they are there in their personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
 - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
 - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. When any person, including members of the public, City staff, and others, are addressing the Council, Council Members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council Member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council Members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Director of Policy and Government Relations and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
 - 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 their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.

- e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may 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 (3) minutes to present their 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.
 - 4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. 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.
 - F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.¹

¹ <https://my.spokanecity.org/citycouncil/members/>

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, AUGUST 1, 2022

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

BRIEFING AND LEGISLATIVE SESSIONS

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. Pursuant to Council Rule 2.16.C, public testimony will be taken on consent and legislative items that are moved to Council's regular Briefing Session unless a majority of Council votes otherwise during the meeting in which the items are moved. The Legislative Session is also open to the public and public comment will be taken on Legislative Session items, except those that are adjudicatory or solely administrative in nature. Following the conclusion of the Legislative Agenda, an Open Forum will be held unless a majority of Council Members vote otherwise. Please see additional Open Forum information that appears at the end of the City Council agenda.

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.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk. (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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member or any other individual, and shall continue to the matters that are specifically before the Council at that time.
- Members of the City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they follow the steps outlined in the City Council Rules of Procedure.

SPEAKING TIME LIMITS: Unless the time limit is adjusted by a majority vote of the Council, each person addressing the Council shall be limited to a three-minute speaking time. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.

Note: No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at <https://my.spokanecity.org>.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

ROLL CALL OF COUNCIL

INTERVIEWS OF NOMINEES TO BOARDS AND COMMISSIONS

COUNCIL OR STAFF REPORTS OF MATTERS OF INTEREST

ADVANCE AGENDA REVIEW (Staff or Council Member briefings and discussion)

APPROVAL BY MOTION OF THE ADVANCE AGENDA

CURRENT AGENDA REVIEW (Presentation of any new background information and discussion of any adjustments)

EXECUTIVE SESSION

(Closed Session of Council)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

PLEDGE OF ALLEGIANCE

WORDS OF INSPIRATION AND SPECIAL INTRODUCTIONS

ROLL CALL OF COUNCIL

COUNCIL AND COMMITTEE REPORTS

(Committee Reports for City Council Standing Committees and other Boards and Commissions)

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM NEIGHBORHOOD COUNCILS AND/OR OTHER CITY-SPONSORED COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements Regarding Adjustments to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Citizen's Transportation Advisory Board: Three Appointments

Approve

CPR 2018-0032

ADMINISTRATIVE REPORTS

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

1. Contract Amendment with Spokane Testing Solutions (Spokane) adding hearing examinations to provided services from March 1, 2022 to February 28, 2027—additional cost not to exceed \$30,000 annually. (Council Sponsor: Council Member Wilkerson)
Mike Piccolo
2. Low Bid of (to be determined at bid opening to be held on July 25, 2022) (City, ST) for Monroe Grind and Overlay Project—\$. An administrative reserve of \$, which is 10% of the contract price, will be set aside. (Riverside and West Central Neighborhoods) (Council Sponsor: Council Member Kinneer)
Dan Buller
3. Local Area A&E Professional Services Consultant Agreement with Parametrix, Inc. (Spokane) to design and potentially be the construction administration for the Garland Avenue Pathway Project—\$92,980 (grant funded). (Hillyard Neighborhood) (Council Sponsor: Council Member Kinneer)
Dan Buller
4. Recommendation to list the Otto and Catherine Hansen House, 1220 W. 11th Avenue, on the Spokane Register of Historic Places.
Megan Duvall
5. Community Housing and Human Services Affordable Housing Committee recommendation for the Housing and Housing-related Supportive Services Notice of Funding Availability (NOFA) results. (Council Sponsors: Council President Beggs and Council Members Wilkerson and Bingle)
George Dahl

Approve

OPR 2022-0133

Approve

OPR 2022-0556
ENG 2020100

Approve

OPR 2022-0557
ENG 2021084

Approve

OPR 2022-0558

Approve

OPR 2022-0559

6. Report of the Mayor of pending: Approve & Authorize Payments CPR 2022-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, 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 _____, 2022: \$_____. CPR 2022-0003
7. City Council Meeting Minutes: _____, 2022. Approve All CPR 2022-0013
- ACTION ON CONSENT AGENDA**

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C36193 Forfeitures & Contributions Fund**
- 1) Increase appropriations by \$175,000.
 - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances.
 - B) \$125,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement.
 - C) \$10,000 for training.
 - 2) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund.

(This action arises from the need to continue and expand the use of confidential funds.) (Deferred from July 11, 2022, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)

Michael McNab

ORD C36234

Public Safety & Judicial Grant Fund

1) Increase the appropriation by \$283,000.

A. Of the increased appropriation, \$70,000 is provided solely for replacing aging flooring and carpeting at the Police Academy facility.

B. Of the increased appropriation, \$150,000 is provided solely for upgrading and installing a new target turning system at the firing range.

C. Of the increased appropriation, \$60,000 is provided solely for replacing and upgrading AV equipment used in classrooms.

D. Of the increased appropriation, \$3,000 is provided solely for additional training courses.

E. The increased appropriation is funded from the balance in the Public Safety & Judicial Grant Fund unappropriated reserves portion of the state distribution to assist with one-time costs related to law enforcement and criminal justice related legislation.

(This action arises from the need to update training facilities and equipment.) (Deferred from July 18, 2022, Agenda) (Council Sponsors: Council Members Kinnear and Cathcart)

Jacqui MacConnell

ORD C36246

American Rescue Plan Fund

1) Increase appropriation by \$27,750,000, funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.

A) Of the increased appropriation, \$1,500,000 is provided for the purpose of funding capital expenditures on City owned property leased to Community Centers.

B) Of the increased appropriation, \$2,400,000 is provided for the purpose of funding the add to pay for the collective bargaining agreements.

C) Of the increased appropriation, \$5,000,000 is provided for the purpose of funding higher education success for local high school students.

D) Of the increased appropriation, \$5,000,000 is provided for the grants to not-for-profit entities in order to recover from the impact created by the COVID pandemic.

E) Of the increased appropriation, \$5,000,000 is provided for the grants to small business entities in order to recover from the impact created by the COVID pandemic.

F) Of the increased appropriation, \$5,000,000 is provided for the capital cost of a municipal justice center.

G) Of the increased appropriation, \$2,500,000 is provided Neighborhood Business District Support.

H) Of the increased appropriation, \$1,000,000 is provided for support for multicultural centers.

I) Of the increased appropriation, \$350,000 is provided for additional administrative support related to distributing ARPA funds.

(This action arises from the need to provide appropriation authority for funding supporting small business and not-for-profit organizations,

future education, and a COVID-19 safe community.) (Council Sponsor: Council President Beggs and Council Members Wilkerson and Zappone)

Council President Beggs

ORD C36247

General Fund

1) Decrease the appropriation for a Community Program Coordinator position in the Office of Neighborhood Services by \$28,000.

2) Increase the appropriation for postage in the Office of Neighborhood Services by \$5,000.

3) Increase the appropriation for operating supplies in the Office of Neighborhood Services by \$5,000.

4) Increase the appropriation for software in the Office of Neighborhood Services by \$4,500.

5) Increase the appropriation for an operating transfer-out in the Office of Neighborhood Services by \$13,500.

(A) There is no change to the overall appropriation level in the General Fund.

and

Management Information Services Fund

1) Increase revenue for an operating transfer-in in the Innovation and Technology Services department by \$13,500.

2) Increase the appropriation for software maintenance in the Innovation and Technology Services department by \$13,500.

(B) This is an increase to the overall appropriation level in the Management Information Services Fund.

(This action arises from the need to transfer budget authority from personnel to non-personnel expenses for various operating needs.)

(Council Sponsors: Council Members Kinnear and Stratton)

Carly Cortright

EMERGENCY ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

ORD C36239

Determining the process and criteria for siting essential City facilities; amending section 12.05.005; and enacting new sections 12.05.062 and 12.05.063 of the Spokane Municipal Code; and declaring an emergency.

(Deferred from July 18, 2022, Agenda) (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Council President Beggs

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0071 Creating a policy to establish a language access plan to ensure limited English proficiency (LEP) residents have access to the City's services, information, and civic processes, guidelines on using interpretation, and translation services by City. (Council Sponsors: Council Members Cathcart and Wilkerson)
Alex Gibilisco

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

- ORD C36243 Relating to multiple family housing property tax exemption; amending SMC sections 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.070, 8.15.080, 8.15.090, 8.15.100, 8.15.110, 8.15.120, and 8.15.140. (Council Sponsors: Council President Beggs and Council Members Bingle and Zappone)
Teri Stripes
- ORD C36248 Relating to the Protection of Public Lands and Properties; amending Sections 12.02.1002, 12.02.1010, 12.02.1012 and 12.02.1014 of Article VI of Title 12.02 of the Spokane Municipal Code; and amending section 10.10.026 of the Spokane Municipal Code. (Council Sponsors: Council Members Cathcart and Bingle)
Johnnie Perkins

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for August 1, 2022
(per Council Rule 2.1.2)

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to 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.

ADJOURNMENT

The August 1, 2022, Regular Legislative Session of the City Council will be held and is adjourned to August 15, 2022.

Note: The regularly scheduled City Council meeting for Monday, August 8, 2022, has been canceled.

NOTES



Agenda Sheet for City Council Meeting of:
08/01/2022

Date Rec'd	7/18/2022
Clerk's File #	CPR 2018-0032
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	SHAUNA X6426 HARSHMAN
Contact E-Mail	SHARSHMAN@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0320 - CTAB APPOINTMENTS

Agenda Wording

Appointments of the following to the CTAB: + Lindsay Shaw - District 1, Pos. 1, for a term ending Aug. 1, 2025 + Jordan Kahn - District 2, Pos. 1, for a term ending Aug. 1, 2025 + Barbara Coe - District 2, Pos. 2, for a term ending Aug. 1, 2024

Summary (Background)

Appointments of the following to the Citizen's Transportation Advisory Board: + Lindsay Shaw - District 1, Pos. 1, for a term ending Aug. 1, 2025 + Jordan Kahn - District 2, Pos. 1, for a term ending Aug. 1, 2025 + Barbara Coe - District 2, Pos. 2, for a term ending Aug. 1, 2024

Lease?	NO	Grant related?	NO	Public Works?	NO
<u>Fiscal Impact</u>			<u>Budget Account</u>		
Neutral	\$	#			
Select	\$	#			
Select	\$	#			
Select	\$	#			
<u>Approvals</u>			<u>Council Notifications</u>		
<u>Dept Head</u>		ALLERS, HANNAHLEE	<u>Study Session\Other</u>		N/A
<u>Division Director</u>			<u>Council Sponsor</u>		Cathcart, Kinnear, Wilkerson
<u>Finance</u>			<u>Distribution List</u>		
<u>Legal</u>					
<u>For the Mayor</u>					
<u>Additional Approvals</u>					
<u>Purchasing</u>					



Agenda Sheet for City Council Meeting of:
08/01/2022

Date Rec'd	6/30/2022
Clerk's File #	OPR 2022-0133
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	MASTER

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	MIKE PICCOLO 6237
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0620 - CONTRACT AMENDMENT ADDING SERVICES

Agenda Wording

Contract Amendment Adding Services to STS Contract.

Summary (Background)

Contract Amendment Adding Services to STS Contract.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ \$30,000 annually

Select \$

Select \$

Select \$

Budget Account

Various

#

#

#

Approvals

<u>Dept Head</u>	PICCOLO, MIKE
<u>Division Director</u>	PICCOLO, MIKE
<u>Finance</u>	BUSTOS, KIM
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	PERKINS, JOHNNIE

Council Notifications

<u>Study Session\Other</u>	Finance & Administration 07/18/22
<u>Council Sponsor</u>	CM Wilkerson

Additional Approvals

<u>Purchasing</u>	shenry@spokanecity.org
	jlargent@spokanecity.org
	kbustos@spokanecity.org



CITY OF SPOKANE

CONTRACT AMENDMENT

**Title: PROFESSIONAL MEDICAL SERVICES AND
DRUG SCREENING SERVICES – OPTION A & B**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SPOKANE TESTING SOLUTIONS**, whose address is 357 East 3rd Avenue, Spokane, Washington, 99202, as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to provide Professional Medical Services and Drug Screening Services, Option B – Drug Screens and Random DOT Program; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated March 3, 2022 and March 4, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on March 1, 2022 and shall run through February 28, 2027.

3. ADDITIONAL WORK.

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

Company will provide Hearing Examinations, in accordance with the attached Cost Sheet.

1. COMPENSATION.

The City shall pay an additional annual amount not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)**, per year, including tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

SPOKANE TESTING SOLUTIONS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments to this Contract Amendment
Cost Sheet

22-126

Cost of Physical Services with STS

DOT Recertification - \$110

DOT Physical with lift & hearing - \$160

Basic Physical with lift & hearing - \$195

Lift test standalone - \$50

Hearing Exam – standalone \$50

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Human Resources
Contact Name & Phone	Mike Piccolo 625-6237
Contact Email	mpiccolo@spokanecity.org
Council Sponsor(s)	CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min.
Agenda Item Name	Contract Amendment with Spokane Testing Solutions
Summary (Background)	<p>The City Council approved a contract with Spokane Testing Solutions (STA) on February 28, 2022, to provide professional medical and drug screening services (Option B-Drug Screening and Random DOT Program. This service includes post-job offer pre-employment drug tests, DOT certification/recertification, post-accident drug testing and random drug/alcohol testing for CDL holders.</p> <p>The City has a separate contractor to provide hearing examinations and physicals. However, due to current demands for such examinations, the provider is unable to provide hearing examinations and physicals in a timely manner. The City needs to utilize a second provider to obtain the necessary examinations in a timely manner. STS can provide that additional service once their current contract is amended.</p>
Proposed Council Action & Date:	Approve Contract Amendment with Spokane Testing Services. August 1, 2022
<p>Fiscal Impact: Total Cost: Originally \$150,000 (\$30,000 per year for 5 years) <u>Updated</u> to \$300,000 (\$60,000 per year for 5 years). This contract amendment would be budget neutral over the course of the term of the contract because the amount spent on this contract would reduce the amount spend on other available providers.</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source:</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Amended contract will enable the City to process pre-employment and other employment physical testing in a more timely manner, which could impact potential applicants.</p>	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Human Resources will review the monthly bills and collect feedback from employees and departments on level and quality of service along with wait and turnaround times for results.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

These services provide protection to employees by ensuring their safety in the workplace and identifies and/or mitigates risk to the City.



Agenda Sheet for City Council Meeting of: 08/01/2022

Date Rec'd	7/21/2022
Clerk's File #	OPR 2022-0556
Renews #	
Cross Ref #	
Project #	2020100
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6931
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD–MONROE GRIND AND OVERLAY (2020100) – TO BE DETERMINED

Agenda Wording

Low Bid of (to be determined at bid opening to be held on July 25, 2022) (City, ST) for Monroe Grind and Overlay - \$_. An administrative reserve of \$_, which is 10% of the contract price, will be set aside. (Riverside & West Central Neighborhood)

Summary (Background)

On July 25, 2022 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$_____, which is \$_____ or _____% (above/below) the Engineer's Estimate of 1,662,659.00; _____ other bids were received as follows: (to be determined). All information will be provided prior to the August 1, 2022 council meeting.

Lease? NO	Grant related? NO	Public Works? YES
Fiscal Impact	Budget Account	
Expense \$ 0	# 3200 49828 42300 54201 86042	
Select \$	#	
Select \$	#	
Select \$	#	
Approvals		Council Notifications
Dept Head	TWOHIG, KYLE	Study Session\Other Finance 7/18
Division Director	FEIST, MARLENE	Council Sponsor Kinnear
Finance	ORLOB, KIMBERLY	Distribution List
Legal	PICCOLO, MIKE	eraea@spokanecity.org
For the Mayor	PERKINS, JOHNNIE	publicworksaccounting@spokanecity.org
Additional Approvals		kgoodman@spokanecity.org
Purchasing		jgraff@spokanecity.org
		ddaniels@spokanecity.org
		pyoung@spokanecity.org

Committee Agenda Sheet

Finance & Administration

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	2020100 Monroe St. – Monroe St. Br to Boone Ave.
Summary (Background)	<ul style="list-style-type: none"> This grind & overlay project is from the bridge to Boone Ave. It was originally scheduled for last year but early in design when we coordinate with other utilities, Avista requested to push the project off a year so they could update their extensive infrastructure in the area including moving their buried vaults out of Monroe St. entirely. This work by Avista is beneficial to the City since fewer vaults will result in less maintenance of those vaults and their associated manholes. This project also includes ADA curb ramp updates and miscellaneous stormwater system updates. Traffic will remain open during the work but will be reduced to one lane each direction. This project is planned this fall and is locally funded.
Proposed Council Action & Date:	Construction contract will be forwarded to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? X Yes <input type="checkbox"/> No N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: UDPDA funds from Sprague Ave Phase 2 underage and proceeds from Boxcar property sale Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.



Agenda Sheet for City Council Meeting of:
08/01/2022

Date Rec'd	7/21/2022
Clerk's File #	OPR 2022-0557
Renews #	
Cross Ref #	
Project #	2021084
Bid #	
Requisition #	CR 23782

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – GARLAND AVENUE PATHWAY (2021084) – PARAMETRIX

Agenda Wording

Local Area A&E Professional Services Consultant Agreement with Parametrix Inc. to design and potentially be the construction administration for the Garland Avenue Pathway Project. (Hillyard Neighborhood Council)

Summary (Background)

The City has received grant funding for several sidewalk projects. Engineering Services is hiring a Consultant for the design and potentially construction administration. Engineering Services has determined Parametrix is most qualified through the Request for Qualification (RFQ) process.

Lease? NO Grant related? YES Public Works? YES

Fiscal Impact

Expense \$ 92,980.00

Select \$

Select \$

Select \$

Budget Account

3200-95164-95100-56501-86046

#

#

#

Approvals

<u>Dept Head</u>	TWOHIG, KYLE
<u>Division Director</u>	FEIST, MARLENE
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	PERKINS, JOHNNIE

Council Notifications

<u>Study Session\Other</u>	PIES 06/27/22
<u>Council Sponsor</u>	Kinnear

Distribution List

eraea@spokanecity.org
publicworksaccounting@spokanecity.org
kgoodman@spokanecity.org
htrautman@spokanecity.org
ddaniels@spokanecity.org
K.J. Hanley - khanley@parametrix.com
Grant funding email

Additional Approvals

<u>Purchasing</u>	WAHL, CONNIE
<u>GRANTS, CONTRACTS & PURCHASING</u>	MURRAY, MICHELLE

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name & Phone	Dan Buller 625-6391
Contact Email	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Hiring a Consultant for Project Design
Summary (Background)	<ul style="list-style-type: none"> The city has received grant funding for several sidewalk projects. Because of scheduling and workload constraints, Engineering Services desires to contract the design and potentially construction administration of one of those projects to a consultant. The project in question is construction of a 10' width pathway along Garland Ave. in the vicinity of Shaw Middle School and NewTech skill center (Cook St. to Market St – 3 blocks) A request for qualification (RFQ) process has been conducted in response to which four consultants submitted statements of qualifications (SOQs). A team reviewed the SOQs and has determined Parametrix is the most qualified respondent. Engineering Services has requested from Parametrix a scope of work and proposed budget. Once reviewed and negotiated, that scope of work and budget will be brought to council for approval, likely in mid July.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a pipe purchase contract to Council for approval.
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No X N/A Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds) Expense Occurrence X One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Parametrix, Inc.		
Address 835 North Post, Suite 201 Spokane, WA 99201	Federal Aid Number SRTS-3930(002)	
UBI Number 600-135-349	Federal TIN or SSN Number 91-0914810	
Execution Date	Completion Date 6/30/2023	
1099 Form Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title Garland Avenue Pathway - Shaw Middle School		
Description of Work Design services for a 10' - 12' pathway near Shaw Middle School on the north side of Garland Avenue between Cook Street and Market Street and the west side of Regal Street from Garland Avenue to approximately 400' north. Refer to detailed scope of work included in Exhibit A.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$92,980

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Spokane hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

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

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:			If to CONSULTANT:		
Name:			Name: K.J. Hanley		
Agency:			Agency: Parametrix, Inc.		
Address:			Address: 835 North Post, Suite 201		
City:	State:	Zip:	City: Spokane	State: WA	Zip: 99201
Email:			Email: khanley@parametrix.com		
Phone:			Phone: 509-381-6166		
Facsimile:			Facsimile:		

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E”, will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.

Agreement Number:

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

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VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit “A” attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit “E” attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V “Payment Provisions” herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE’s Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen’s Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT’s employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

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Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:
Agency:
Address:
City: State: Zip:
Email:
Phone:
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

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XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

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XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

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The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A

Scope of Work

Project No.

Refer to detailed scope following this page and labeled as "Exhibit A".

Agreement Number:

Exhibit A Scope of Work

Project: Garland Avenue Pathway
Shaw Middle School
Final Design and Bidding
Owner: City of Spokane Project No. 2021084
Consultant: Parametrix Inc.

General Description

The Owner's objective in this Agreement is for the Consultant to provide design services and bidding assistance for a 10' – 12' wide shared-use pathway near Shaw Middle School on the north side of Garland Avenue between Cook Street & Market Street and the west side of Regal Street from Garland Avenue to approximately 400' north. The project will include curb extensions, lane width reduction, parking lane removal, ADA curb ramp retrofits, marked crosswalks including illumination, audible pedestrian signals, and median channelization/turn restrictions. The existing storm drainage system within the project limits appears to be functioning well and will only be modified as needed due to revised curb locations.

The City has completed a topographic survey of the project area and will provide this information to the Consultant. Consultant will prepare plans and specifications necessary to bid the project, with direction, review, and support provided by the City. The City will be responsible to prepare the final plans and specifications associated with the audible pedestrian signal, leading pedestrian intervals, the proposed new striping and signage and temporary traffic control. The Consultant will coordinate closely with the City's Traffic Department throughout the entire design process (described below) and will share updated design information and CAD files with the Traffic Department on a bi-monthly basis, or as deemed necessary by the City. The Consultant will be responsible to coordinate and incorporate the City provided plan sheets and specifications into the overall bid package. The Contract plans and provisions (bid package) will be prepared in conformance with local and state requirements for public works projects.

This Scope of Work assumes that the proposed asphalt pavement patching and design sections for this project will be provided by the City based on previous City projects in the area or design standards. No geotechnical investigations, testing or pavement design work is anticipated to be required as a part of this project and has not been included in this scope of work.

Schedule

Below is a summary of the anticipated project design schedule:

60% Design Submittal (6 Week Duration)	September 12, 2022
90% Design Submittal (7 Week Duration)	November 1, 2022
100% Design Submittal (4 Week Duration)	December 5, 2022

The above schedule is based on an anticipated Notice to Proceed date on or before August 1, 2022, and City of Spokane submittal review time of approximately 2 weeks for the 60% and 90% Design Submittals. If the Notice to Proceed is received after August 1, 2022, the design schedule

may need to shift accordingly. The Consultant will keep the City informed of issues that could impact the schedule.

Project Scope

The Consultant shall provide the following services for the Garland Avenue Pathway – Shaw Middle School project:

1. PRELIMINARY ENGINEERING AND COORDINATION

1.1 Review and Prepare Base Map: The City of Spokane has conducted a topographic field survey of the existing roadway and adjacent improvements and has prepared a background survey basemap. The City will provide those data files and survey basemap to the Consultant in AutoCAD “.dwg” format. It is assumed that the City’s survey work has been conducted with the standard degree of skill and diligence normally performed for similar projects at the time said services were performed, including:

- a. Field locates of all monumentation;
- b. Initial right-of-way mapping summarizing research of Records of Survey and plats in the area, and based on found monuments;
- c. Vertical control based on NAVD 88 datum;
- d. Temporary benchmarks/control points set every 400 to 600 LF.
- e. Field surveying of pertinent ground features, and
- f. Preparation of electronic AutoCAD transferable data.

The Consultant will visually verify dimensions of existing features (lane widths, sidewalks, catch basins, curb ramps, etc.) and verify and complete the linework, utility research, and mapping. If required, Consultant will identify additional topographic survey areas which will be completed by the City with electronic data files of additional survey points provided to the Consultant.

1.2 Project Kick-Off/Coordination Meeting: A project “kick-off/coordination” meeting will be held with the Consultant and the City to discuss the project scope and objectives and required coordination efforts between Parametrix and City staff.

1.3 Verify and Collect Available Data: Consultant will verify existing data provided in the basemap and will collect additional missing data, if needed, from prior surveys and from existing utilities in the project area and will incorporate pertinent information into the base map.

1.3.1 Existing Utilities: Consultant will develop a contact list with names and addresses of utility purveyors in the project area and will verify existing utility information provided by the City and will collect utility maps from utility purveyors who’s utility location data and facilities have not already been collected. The reviewed and collected utility data will be verified and incorporate into the base map.

1.3.2 Plat Maps, Records of Survey: Consultant will collect available maps adjacent to the project; review the maps and incorporate relevant discovered data into the base map.

1.4 Right-of-Way Exhibits & Descriptions: (Up to three properties included) Once a right of way or easement need is confirmed, and the extent and type of right of way is identified, Consultant shall perform records research and field survey to determine the existing right of

way and parcels lines. Consultant shall prepare a clear, simple exhibit map showing the property the City would like to acquire for use in negotiations with the Owner. If the Owner agrees to an easement or property purchase, a legal description and exhibit map that adheres to County recording requirements will be prepared in support of acquisition. In the event the property owner requires a property purchase an additional post-acquisition legal description of the property will also be prepared. Legal descriptions and exhibit maps will be stamped and signed by a Professional Land Surveyor licensed in the State of Washington.

- 1.5 Preliminary Design Layout:** Based on the work performed in Tasks 1.1 – 1.4, the consultant will prepare preliminary design exhibits depicting the proposed horizontal design layout and project limits. The design exhibits will be forwarded to the City for review and comments.

2. 60% DESIGN SUBMITTAL

- 2.1 Dry Utility Coordination:** The Consultant will help the City prepare notification letters for “dry utility” utility purveyors (ie. natural gas, power, communications, fiber optics, etc.) that have utilities located within the project limits. The list of appropriate utilities to send the letter to and distribution of the letter will be completed by the City. The letter will include project scoping exhibits and anticipated project schedules and will include a project overview to assist the purveyors in determining any needs to construct, relocate, and/or otherwise modify their facilities in conjunction with this project. The Consultant will meet with the purveyors as necessary to clarify the proposed work. If it is deemed necessary for a formal directive to be issued to require any of the dry utility systems to be moved, lowered or relocated (within the public right of way per franchise agreements), the Consultant will help the City prepare the letter, which will be signed and mailed by the City. The Consultant may request field investigations be performed by the purveyors to more accurately locate the existing utilities.

- 2.2 60% Construction Plans:** The 60% construction plan sheets listed below will be submitted to the City for review and comments:

2.2.1 60% Pathway Plan Sheets: The 60% pathway plans will include existing utilities, existing right-of-ways and anticipated right of way and easement acquisitions, new curb, sidewalk and driveway locations, typical cross-sections and HMA patching limits. Proposed accessible ramp locations will be shown, but sections and details will not be provided. This task will also include the preparation of a cover sheet for the overall plan set, showing the project name, project vicinity map and list of plan sheets included.

2.2.2 60% Stormwater Plan Sheets: The 60% stormwater plans will include existing utilities, provided right-of-way and existing storm piping and structures. These plans will show the proposed locations for new drainage structures and piping along with existing structures and/or piping that will need to be removed or abandoned in place. Proposed piping sizes, inverts and slopes will be shown in plan view to help identify potential conflicts.

2.3 Permits and Environmental Documents:

2.3.1 DOE Construction Stormwater General Permit Notice of Intent (NOI): Land disturbance within the project limits is anticipated to be greater than 1 acre and therefore a DOE Construction Stormwater General Permit (CSGP) will most likely be required for this project. The City will prepare the Notice of Intent (NOI) for the CSGP and the Consultant will provide the City with input as needed to complete the NOI documents. The City will advertise the required 2 legal notices and be responsible for Department of Ecology permit fees. The Contractor will be required to transfer the Stormwater General Permit from the City to itself and terminate the permit following construction. The Contractor will also be required to prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project prior to the start of any construction activities. A bid item will be added to the Contract Documents to reimburse the Contractor for the SWPPP preparation.

2.3.2 SEPA Environmental Checklist Assistance: The City will prepare the checklist with limited input provided by the Consultant. The City will prepare the checklist, distribute and issue a determination.

2.4 Construction Cost Estimate: Consultant will estimate Construction Cost on the approximate quantities of work identified in the 60% drawings. This task will include an itemized cost estimate with all of the anticipated unit bid items required to perform the work. Consultant will apply an estimated unit cost to each item, and will add a contingency amount appropriate to the completion status.

2.5 Coordination Meetings: Attend approximately 3 (three) meetings with the City (streets, wastewater, and traffic) to present and discuss plans for the project. Meetings shall be held to review progress, complete coordination items, and review preliminary alternatives regarding alignment, roadway features, stormwater system design and traffic coordination.

2.6 Submit 60% PS&E Package: Consultant will prepare and submit one PDF copy of the 60% Plans, and Engineer's Estimate. The scales to be used, the lettering, and the general delineation of the plans shall be as such to provide legible reproduction when the plans are reduced to 1/2 of their original size.

3. 90% DESIGN SUBMITTAL

3.1 Coordination Meetings: Attend approximately 3 (three) meetings with the City (streets, wastewater, and traffic) to coordinate the overall project design as it progresses. This task includes a 60% plan review meeting with the City to discuss City comments from their review of the 60% PS&E submittal package.

3.2 Quantity Calculations and Cost Estimates: Consultant shall prepare a bid schedule including anticipated bid items. Consultant shall apply an estimated unit cost of construction to the computed quantities. Consultant will complete a summary of quantities tabulation and develop unit prices for each item based on recent City of Spokane bid history and engineering judgment. This task includes the preparation of an earthwork analysis to estimate the earthwork quantities that will need to be removed from the project site in support of the proposed improvements.

- 3.3 Specifications:** The WSDOT 2023 Standard Specifications and the City's General Special Provisions (GSP's) shall form the basis of the specifications. The City will provide the Consultant with an editable electronic copy (Microsoft Word version) of their latest GSP's. Consultant will review GSP's and GSP Instructions provided by the City, and will modify and prepare additional special provisions for the items pertaining to the Consultants design plans as required for the project. Consultant will incorporate special provisions, plans and proposal into the Contract Provisions book (bid documents). The consultant will also include federal "Buy America" requirements in the specification documents. The Consultant will coordinate with the City Traffic Department to include and incorporate GSP sections prepared by the City to cover the pedestrian signals, signage, striping and traffic control into the specification package. The City shall provide frontal documents for the Contract Provisions package.
- 3.4 Prepare 90% Construction Plans:** Consultant will progress the project design to the 90% level and will incorporate the City's 60% review comments. Below is a list of the plan sheets that are anticipated to be included in the 90% plan set:

- Cover Sheet with Vicinity Map (1 Sheet)
- Abbreviations, Legend and Construction Notes (1 Sheet)
- Pathway Plan Sheets (4 Sheets)
- Typical Roadway Sections (1 Sheet)
- ADA Ramp Details (2 Sheets)
- Traffic Bulbs and Islands (2 Sheets)
- Driveway Approach Details (1 Sheet)
- Stormwater Plan Sheets (2 Sheets)
- Stormwater Details (1 Sheet)
- Civil Details (1 sheets)
- Pedestrian Signal Plans (to be prepared by the City of Spokane)
- Striping & Signage Plans (to be prepared by the City of Spokane)
- Temporary Traffic Control Plans (to be prepared by the City of Spokane)

- 3.5 Submit 90% PS&E Package:** Consultant will prepare and submit one PDF copy of the 90% Plans, Specifications, and Engineer's Estimate to the City for review and comments. The consultant will incorporate the City prepared plan sheets and GSP's into the overall bid document package.

4. 100% DESIGN SUBMITTAL

- 4.1 Coordination Meetings:** Attend approximately 2 (two) meetings with the City (streets, wastewater, and traffic) to coordinate the final overall project design. This task includes a 90% plan review meeting with the City to discuss all of the City comments from their review of the 90% PS&E submittal package.
- 4.2 Prepare "Remove Notice Letters":** Consultant will prepare "Remove Notice Letters" to send to property owners where existing frontage improvements will need to be removed. The Consultant will prepare the letter using the format and documents provided by the City and the City will print the letters on city letterhead, sign the letters and mail them out to the property owners.

- 4.3 Final PS&E Revisions:** Consultant will incorporate final City/WSDOT review comments and update the plans, specifications and cost estimate prepared for the 90% review submittal. The final City prepared plans and specifications will be incorporated into the final bid document package.
- 4.4 Final (100%) Submittal:** Submit final plans specifications, and cost estimate to the City for signature / final approval and printing. Each of the bid drawings will include a “Bid Drawing Not for Construction” watermark in conformance the City’s current protocols. Consultant will provide one (1) electronic copy of the bid documents in PDF format

5 BIDDING PHASE

- 5.1 Issue Bid Packages:** Coordinate with the City to provide and issue pdf copies of the final signed “Issued for Bid” documents for prospective Bidders.
- 5.2 Support during Ad, Bid, and Award:** The City will field questions from prospective bidders during the advertisement period, and forward technical questions to the Consultant. Consultant will provide responses to the City, and will prepare draft addendum documents for the City’s review and distribution. City will tabulate bids. City will review bids, verify Contractor debarment status and recommend award.
- 5.3 Issue Construction Documents:** Consultant will update the plans and specifications to include any revisions or changes issued via addenda and will submit to the City in pdf format. Each of the plan sheets in this package will include a “Construction Drawing Not As-Built” watermark in conformance with the City’s current protocols. The City will make the necessary hard copies of the “Issued for Construction” documents for the successful Bidder.

DESIGN CRITERIA

To the extent feasible, the design will be developed in accordance with the following:

1. City of Spokane Design Standards, Feb 2007, including Amendment No. 2 dated September 2010 and edits to Chapter 3 dated Nov., 2020.
2. City of Spokane Standard Plans.
3. City of Spokane General Special Provisions (latest version).
4. Spokane Regional Stormwater Manual, April 2008.
5. Manual on Uniform Traffic Control Devices (MUTCD), Millennium edition.
6. A Policy on Geometric Design of Highways and Streets. (AASHTO “Green Book”)
7. WSDOT Standard Specifications for Road and Bridge Construction. (2023 version)

DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

Consultant shall furnish the following documents, exhibits, or presentations for the work covered by this Agreement. All such material used in the project shall become and remain the property of the City:

1. 60% Plans and Cost Estimate. (pdf)
2. 90% Plans, Specifications, and Cost Estimate. (pdf)
3. 100% Plans, Specifications, and Cost Estimate. (pdf)

4. "Remove Notice Letters" (word and pdf)
5. Upon final acceptance of the design:
 - a) Electronic (pdf) copies of the final signed Plans and Specifications.
 - b) One copy of the final construction cost estimate. (pdf)
6. "Issued for Construction" Plans and Specifications. (pdf)
7. AutoCAD files for City provided design tasks.

DATA TO BE FURNISHED BY THE CITY

The City shall make the following data available to the Consultant:

1. Topographic survey results, electronic version with paper copies of field notes, point lists, and line work, and storm drainage structure dips;
2. Additional topographic survey results as identified by the Consultant in electronic format;
3. As-built drawings of existing roadway, water distribution main, sanitary sewer and storm drain lines, if available;
4. Copy of the hot mix asphalt pavement section that the City would like to use for this design;
5. Copies of the final plans and GSP's for the design of the pedestrian signals, project signage, striping, and temporary traffic control;
6. Plans, reports, and other pertinent information for proposed developments along the project corridor;
7. City of Spokane General Special Provisions (GSP's) in a editable electronic format (MS Word);
8. Contract Provisions "frontal' documents:

EXTRA SERVICES:

In addition to the foregoing specific services, the following special services may be added upon written agreement of the parties by executing an Amendment to this Agreement:

1. Redesigns ordered by the City after final plans have been accepted.
2. Special Inspections not specifically described above.
3. Biological Assessment.
4. Cultural resources surveys.
5. Boundary surveys.
6. Structural engineering (including retaining walls).
7. Title Company, Utility Company, agency and processing fees.
8. Environmental studies or reports not specifically described above.
9. Construction staking.
10. Construction management and inspection services.
11. Landscape, irrigation and street tree design.

Exhibit B

DBE Participation

In the absence of a mandatory UDBE, the Consultant shall continue their outreach effort to provide SBE maximum practicable opportunities.

Agreement Number:

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

AutoCAD (Version 2020)

B. Roadway Design Files

AutoCAD (Version 2020) or PDF

C. Computer Aided Drafting Files

AutoCAD (Version 2020)

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

N/A

E. Specify the Electronic Deliverables to Be Provided to the Agency

PDF Copy at 60% Submittal

PDF Copy at 90% Submittal

PDF Copy at 100% PS&E package for bidding

F. Specify What Agency Furnished Services and Information Is to Be Provided

The City of Spokane will place the advertisement for bids.

Agreement Number:

II. Any Other Electronic Files to Be Provided

AutoCAD files for City traffic design use.

III. Methods to Electronically Exchange Data

Exchange via email

A. Agency Software Suite

N/A

B. Electronic Messaging System

N/A

C. File Transfers Format

N/A

Exhibit D
Prime Consultant Cost Computations

See next Sheets

Agreement Number:

CONSULTANT LABOR COSTS

Owner: City of Spokane
Project Title: Garland Avenue Pathway - City Project No. 2021084

Date Prepared: 7/12/2022
Parametrix Project No:

		Parametrix, Inc.							Totals	
		PRINC	PM	PE3	PE1	SMGR	SST	ADMIN	LABOR HOURS	INDIVIDUAL PHASE COST
		\$200	\$180	\$130	\$110	\$170	\$100	\$90		
TASK NO.	TASK DESCRIPTION									
1.0	PRELIMINARY ENGINEERING AND COORDINATION									
1.1	Review and Prepare Basemap		4	8	14				26	\$ 3,300
1.2	Project Kick-Off/Coordination Meeting		2	2					4	\$ 620
1.3	Verify and Collect Available Data									
1.3.1	Existing Utilities		2	4	8				14	\$ 1,760
1.3.2	Plat Maps, Records of Survey		2	2		10	12		26	\$ 3,520
1.4	Right of Way Exhibits & Descriptions					20	40		60	\$ 7,400
1.5	Preliminary Design Layout	1	8	12	20				41	\$ 5,400
SUBTOTAL TASK 1		1	18	28	42	30	52	0	171	\$ 22,000
2.0	60% DESIGN SUBMITTAL									
2.1	Dry Utility Coordination		4	6					10	\$ 1,500
2.2	60% Construction Plans									
2.2.1	60% Pathway Plan Sheets	1	12	40	70				123	\$ 15,260
2.2.2	60% Stormwater Plan Sheets		2	6	10				18	\$ 2,240
2.3	Permits and Environmental Documents									
2.3.1	DOE Construction Stormwater General Permit NOI			4					4	\$ 520
2.3.2	SEPA Environmental Checklist Assistance			4					4	\$ 520
2.4	Construction Cost Estimate		2	4	8				14	\$ 1,760
2.5	Coordination Meetings (up to 2)		4	2					6	\$ 980
2.6	Submit 60% PS&E Package		4	4	4				12	\$ 1,680
SUBTOTAL TASK 2		1	28	70	92	0	0	0	191	\$ 24,460
3.0	90% DESIGN SUBMITTAL									
3.1	Coordination Meetings (up to 3)		6	3					9	\$ 1,470
3.2	Quantity Calculations and Cost Estimates		2	5	10				17	\$ 2,110
3.3	Specifications		30	4				3	37	\$ 6,190
3.4	Prepare 90% Construction Plans		12	40	70				122	\$ 15,060
3.5	Submit 90% PS&E Package		4	4	4				12	\$ 1,680
SUBTOTAL TASK 3		0	54	56	84	0	0	3	197	\$ 26,510
4.0	100% DESIGN SUBMITTAL									
4.1	Coordination Meetings (up to 2)	1	3	3					7	\$ 1,130
4.2	Prepare "Remove Notice" Letters			4					4	\$ 520
4.3	Final PS&E Revisions		12	24	32			3	71	\$ 9,070
4.4	Final (100%) Submittal		6	8	5				19	\$ 2,670
SUBTOTAL TASK 4		1	21	39	37	0	0	3	101	\$ 13,390
5.0	BIDDING PHASE									
5.1	Issue Bid Packages		2	6	4				12	\$ 1,580
5.2	Support During AD, Bid and Award		12	10					22	\$ 3,460
5.3	Issue Construction Documents		2	6	4				12	\$ 1,580
SUBTOTAL TASK 5		0	16	22	8	0	0	0	46	\$ 6,620
TOTAL		3	137	215	263	30	52	6	706	\$ 92,980

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

Exhibit G

Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Parametrix, Inc.
whose address is
835 North Post, Suite 201, Spokane, WA 9201
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Spokane
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City of Spokane

I hereby certify that I am the:



☐ Other

of the City of Spokane, and Parametrix, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Parametrix, Inc. and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant 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 (3) year period preceding this proposal been convicted of 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental 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 (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of the pricing values shown in Exhibit D * are accurate, complete, and current as of the date of execution of this agreement **.

Firm: Parametrix, Inc.

Title

Date of Execution***:

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:



Agenda Sheet for City Council Meeting of:
08/01/2022

<u>Date Rec'd</u>	7/21/2022
<u>Clerk's File #</u>	OPR 2022-0558
<u>Renews #</u>	

<u>Submitting Dept</u>	HISTORIC PRESERVATION	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MEGAN DUVALL X6543	<u>Project #</u>	
<u>Contact E-Mail</u>	MDUVALL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0470 - HANSEN HOUSE NOMINATION TO THE REGISTER OF HISTORIC PLACES		

Agenda Wording

Recommendation to list the Otto and Catherine Hansen House, 1220 W 11th Ave, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Otto and Catherine Hansen House has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

<u>Dept Head</u>	DUVALL, MEGAN
<u>Division Director</u>	MACDONALD, STEVEN
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	PERKINS, JOHNNIE

Council Notifications

<u>Study Session\Other</u>	
<u>Council Sponsor</u>	
<u>Distribution List</u>	
	mduvall@spokanecity.org
	sbishop@spokanecity.org
	lcamporeale@spokanecity.org
	rbenzie@spokanecity.org

Additional Approvals

Purchasing

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Hansen House – 1220 W 11th Avenue

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
 - Originally built in 1908; the Otto and Catherine Hansen House meets the age criteria for listing on the Spokane Register of Historic Places.
2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).**
 - The Hansen House meets Spokane City/County Register of Historic Places **Category C**, as a property that embodies the distinctive characteristics of a type and period of construction.
 - Architecturally significant, the Hansen House is eligible for listing on the Spokane Register of Historic Places under Category C as a good example of an Arts & Crafts house with Craftsman aesthetics.
 - Craftsman features at the Hansen House include the home's "natural" building materials such as wood siding, basalt foundation, smooth brick and highly textured clinker brick, and leaded glass. Exaggerated four-foot-deep unenclosed roof eaves encircle the house and promote the flattened effect of the roof and the porch roof. Also present at the Hansen House are thick, tapered porch pillars; multi-paned casement windows; leaded glass windows; interior woodwork in curly and vertical fir; and, built-in furniture such as bookcases, dining room buffet and linen cupboard.
 - Spokane real estate developer, Albion McGlauflin, had the house built.
 - The Hansen House retains very good integrity and is in excellent condition.
3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association."** *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."*
 - The Hansen House is well-preserved and is architecturally significant as a very good example of the Arts and Crafts house form with Craftsman style detailing.
4. **Once listed, this property will be eligible to apply for incentives, including:**
Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Hansen House according to the appropriate criteria at a public hearing on 6/15/22 and recommends that the Hansen House be listed on the Spokane Register of Historic Places under Category C - Architecture.

After Recording Return to:
City of Spokane Clerk
808 W Spokane Falls Blvd
Spokane, WA 99201

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

*LOT 10, BLOCK 3, BOOGE'S ADDITION, AS PER PLAT THEREOF RECORDED IN
VOLUME "A" OF PLATS, PAGE 146; SITUATE IN THE CITY OF SPOKANE, COUNTY
OF SPOKANE, STATE OF WASHINGTON.*

*Parcel Number(s) 35193.1509, is governed by a Management Agreement between the City of Spokane and the
Owner(s), Nicholas J Reynolds, of the subject property.*

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

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

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **15th** day of **June 2022**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Nicholas J Reynolds** (hereinafter "Owner(s)"), the owner of the property located at **1220 West 11th Avenue** commonly known as the **Otto & Catherine Reese Hansen House** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

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

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

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

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

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

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

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

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

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

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

Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR

Megan M.K. Duvall

Nadine Woodward

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ (he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2022.

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2022.

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

Attachment A

Secretary of The Interior's Standards

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

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

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

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

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

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

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

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

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

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

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

Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, 3rd Floor
808 W. Spokane Falls Boulevard, Spokane, WA 99201*

1. HISTORIC NAME

Historic Name **OTTO & CATHERINE HANSEN HOUSE**
Common Name

2. LOCATION

Street & Number 1220 West 11th Avenue
City, State, Zip Code Spokane, WA 99204
Parcel Number 35193.1509

3. CLASSIFICATION

Category	Ownership	Status	Present Use
<input checked="" type="checkbox"/> building	<input type="checkbox"/> public	<input checked="" type="checkbox"/> occupied	<input type="checkbox"/> agricultural <input type="checkbox"/> museum
<input type="checkbox"/> site	<input checked="" type="checkbox"/> private	<input type="checkbox"/> work in progress	<input type="checkbox"/> commercial <input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input type="checkbox"/> educational <input type="checkbox"/> religious
<input type="checkbox"/> object	Public Acquisition	Accessible	<input type="checkbox"/> entertainment <input checked="" type="checkbox"/> residential
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government <input type="checkbox"/> scientific
Site	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial <input type="checkbox"/> transportation
<input checked="" type="checkbox"/> original		<input type="checkbox"/> no	<input type="checkbox"/> military <input type="checkbox"/> other
<input type="checkbox"/> moved			

4. OWNER OF PROPERTY

Name Nicholas J. Reynolds
Street & Number 1220 West 11th Avenue
City, State, Zip Code Spokane, WA 99204
Telephone Number/E-mail 509-863-7520, nreynol@hotmail.com

5. LOCATION OF LEGAL DESCRIPTION

Courthouse, Registry of Deeds Spokane County Courthouse
Street Number 1116 West Broadway
City, State, Zip Code Spokane, WA 99201
County Spokane

6. REPRESENTATION OF EXISTING SURVEYS

Title City of Spokane Historic Landmarks Survey
Date Federal _____ State _____ County _____ Local _____
Location of Survey Records Spokane Historic Preservation Office

**Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE**

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification

Condition

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

Check One

☐ unaltered
☒ altered

Check One

☒ original site
☐ moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

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

- ☐ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method or construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

10. DIGITAL PHOTOS, MAPS, SITE PLANS, ARTICLES, ETC.

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property	Less than one acre.
Verbal Boundary Description	Booges Addition, Block 3, Lot 10
Verbal Boundary Justification	Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title	Linda Yeomans, Consultant
Organization	Historic Preservation Planning & Design
Street, City, State, Zip Code	501 West 27 th Avenue, Spokane, WA 99203
Telephone Number	509-456-3828
Email Address	lindayeomans@comcast.net
Date Final Nomination Heard	June 15, 2022

**Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE**

13. SIGNATURE(S) OF OWNER(S)

14. FOR OFFICIAL USE ONLY

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

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

City Council/Board of County Commissioners' decision: _____

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

Megan Duvall
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor—City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Otto & Catherine Hansen House, 2022

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Built in 1908, the Otto & Catherine Hansen House is a fine example of a low-slung, 1.5-story Arts & Crafts home designed in the Craftsman style. It is covered by a very shallow-pitched hip roof with widely prominent unenclosed eaves, extended roof rafters, and exposed rafter tails. The house is clad in horizontal wood clapboard, and the foundation is made of basalt stone. A covered single-story porch extends the full width across the front of the house, and is supported by tapered porch pillars attached to a short porch wall. Textured, cobbled clinker bricks form a tall tapered chimney on the home's exterior west face, and are repeated in the living room's fireplace surround. The home's interior at the first floor is widely open with an expansive living room and dining room, and is finished with original ebony-colored curly/straight-fir woodwork and honey-hued oak hardwood floors inlaid with decorative walnut/mahogany perimeter strips. Well-preserved in good condition, the Hansen House possesses all five aspects of historic integrity in original location, design, workmanship, materials, and association. The Hansen House is eligible for listing on the Spokane Register of Historic Places.

CURRENT APPEARANCE & CONDITION

Site

The Hansen House is sited in Booges Addition on Lot 10, Block 3. The home faces south along West 11th Avenue and is built on a slight grade that descends west and north. The lot is 40 feet wide from east to west, and 125 feet deep from 11th Avenue north to a graveled public alley. A small front yard frames the south façade of the house and features a manicured lawn, rock-lined

concrete pathways, and planting beds.¹ The space behind the house extends to a 2022-constructed two-car frame garage in the northwest corner of the lot, and the graveled public alley. Located on Spokane's South Hill in the southwest quadrant of the city, the Hansen House is surrounded by a pleasing blend of historic homes with large, architecturally prominent residences interspersed among smaller vernacular dwellings. The historic homes were built from the late 1890s to 1950.

Hansen House Exterior

The Hansen House was erected in the south half of Lot 10, and faces south along West 11th Avenue. With a rectangular footprint, the house measures 28 feet wide from east to west, and 34 feet deep from south to north. A full-width, single-story covered front porch spans 28 feet in width across the south face of the house, and measures eight feet deep.² The house has 1.5 stories, a low-pitched composition-shingle roof, widely unenclosed overhanging eaves, extended roof rafters and rafter tails, horizontal clapboard siding, a basalt stone rubblemix foundation, and a variety of original wood sash, double-hung and multi-paned casement windows.

South Façade

The south façade of the Hansen House features a prominent single-story full-width covered front porch and a second-floor half-story. A very low-pitched hip roof covers the house. A matching low-pitched hip roof covers the front porch. Prominent with strong horizontally defined Craftsman-style features, the unenclosed house roof and the matching unenclosed porch roof are both embellished with deeply overhanging eaves and exposed roof rafters articulated with extended pointed rafter tails. Both roofs are covered with matching composition roof shingles. The south face of the house is clad with 4.5-inch-deep horizontal painted wood clapboard. Windows at the south façade's first floor include an original center stationary window flanked by two 1/1 double-hung sash units. Located next east of the windows is an original wood front door with glazing and original brass hardware at the east end of the first floor. A ribbon of three 1/1 double-hung, wood-sash windows are located above the covered front porch in the west half of the second floor's façade. An enclosed sunporch is located at the east end of the south facade on the second floor and contains a ribbon of four original multi-paned casement windows. A small low-pitched front gable dormer with three plain fixed windows is located in the center of the home's roof above the second floor.

The home's single-story full-width front porch supports a small gabled porch pediment located on the east end of the porch's south façade. The pediment marks the entry to the front porch from three concrete steps that rise to the porch's deck from a concrete walkway. The walkway leads to the home's south facade from a public concrete sidewalk that runs parallel to West 11th Avenue in front of the property. A three-foot-high tapered porch wall encircles and protects the front porch except for the open porch entry at the southeast corner of the porch. Thick tapered

¹ City of Spokane Tax Assessor records. Spokane County Courthouse, Spokane, WA.

² Ibid.

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wood pillars are attached to the porch wall and support the roof of the front porch. A porch skirt made of painted-wood vertical louvers between square clinker brick porch posts is located around the base of the porch deck. Triangular porch brackets attached to the tapered porch pillars help support the prominently overhanging porch roof. Like the house, the porch wall around the porch deck is clad with 4.5-inch-deep horizontal wood siding that matches the siding on the house. The porch ceiling is covered with original narrow-width tongue-in-groove boards, and the porch deck is secured with stained fir planks. Two evenly spaced scuppers are located in the porch wall between the southeast porch entry and the porch's southwest corner. A horizontal stringcourse extends across the south face of the house under the porch roof, and a second, narrower stringcourse is located just below the lower edge of the windows on the first floor's south façade.



East face of the Hansen House in 2022

East Face

The home's east face reveals a low-pitched hip roof with widely overhanging eaves/exposed rafters, horizontal wood cladding, two stringcourses, original 1/1 double-hung wood sash windows, and a basalt foundation. An original exterior side door opens from the east face to a flight of stairs located between the basement and first floor of the house. A 1/1 window with wood sash is located south of the door. The south end of the second floor's east wall supports two original multi-paned casement windows.



West face of the Hansen House in 2022

West Face

Like the south façade, the west face of the house reveals a low-pitched hip roof, widely unenclosed overhanging eaves with exposed, extended rafters and rafter tails; horizontal wood cladding; original 1/1 double-hung wood-sash windows; a basalt rock foundation; two stringcourses that wrap around the southwest corner of the house from the south façade; and a tapered chimney that pierces the roof and extends to the level of the roof top. The chimney is a focal point of the west face and is made of rough-textured clinker brick and large basalt stone cobbles. Two small, fixed multi-paned casement windows with soldered lead muntin/mullion strips flank the brick chimney at the first floor. A second focal point of the home's west face is a rectangular box bay, located at the first floor in the north half of the west face. The box bay is covered by a steep unenclosed shed roof with exposed and extended rafter tails and is clad with a continuation of the horizontal cladding and stringcourses on the home. The box bay features two fixed multi-paned windows.

North Rear Face

The north rear face of the house reveals a low-pitched hip roof with widely overhanging eaves, exposed rafter tails, a continuation of horizontal clapboard siding, and a concrete foundation. In 2006, a full-width 12-foot-deep addition was built across the rear north face of the house at the first floor. A stained-wood deck was built on the east half of the addition with stairs that descend west to an at-grade brick patio. A pergola was built over the deck and extended over the brick patio.

Hansen House Interior

The interior of the Hansen House has 1,068 finished square feet at the first floor, and 854 finished square feet on the second floor. The basement is mostly unfinished with 854 square feet.³ An original fir-framed, glazed front door with an original brass doorknob opens from the home's south facade to a front reception hall in the southeast corner of the house. An original hardwood oak floor leads north along an entry hallway to an open staircase on the east wall. Opposite the east-wall staircase is a large entry that opens west into the living room in the southwest corner of the house. The entry hall, staircase balustrade, and living room are finished with fine-grade vertical and curly fir woodwork finished to a rich ebony hue. Woodwork around windows, doors, and a colonnade measures one-inch thick and five-inches deep with Craftsman-style beveled top rails that extend past side stiles on doors and windows. The oak floor in the living room is highlighted with narrow, decorative inlaid strips of dark walnut/mahogany around the perimeter of the room.

The focal point of the living room is a fireplace on the west wall. A fir mantel supported with scroll-sawn brackets extends across the fireplace and across a built-in fir bookcase next south of the fireplace. The bookcase has two leaded-glass doors with green stained-glass designs. The fireplace surround is made of textured basalt-cobbled clinker brick and holds a plain, contemporary gas fireplace insert in the firebox. The hearth is made of original red matte ceramic tile. Set above the top edge of the built-in bookcase, two fixed multi-paned windows flank the fireplace. The ceiling rises to nine feet and is distinguished by original ebony-colored box beams.



Front reception hall and staircase open to the living room in the Hansen House in 2022

³ City of Spokane Tax Assessor records. Spokane County Courthouse, Spokane, WA.



Looking southwest into the living room, fireplace, and built-in bookcase in the Hansen House in 2022

The living room extends north to a spacious dining room with a nine-foot-high ceiling and ebony-colored fir woodwork that matches the woodwork in the living room. A wide colonnade with tapered posts and a low pedestal wall separates the living room from the dining room. The colonnade is made of vertical and curly fir and is finished in an ebony hue. Like the living room, the oak floor in the dining room is defined with three decorative parallel perimeter strips of inlaid walnut/mahogany. Located on the west wall, a focal point of the dining room is a built-in hutch/buffet made of ebony-colored fir. The center hutch is not as wide as the buffet and is flanked by two windows. Each window on either side of the hutch features a leaded-glass design. The leaded-glass design is repeated in two china/crystal cabinet doors in the hutch. The two hutch doors feature green stained-glass that matches the color and design of the doors in the built-in bookcase by the fireplace. Original brass hardware adorns the hutch and buffet.

The dining room opens north through a pair of ebony-colored paneled pocket doors made of fir. The pocket doors slide open to a 12-foot-wide, 12-foot-deep family room located on the first floor in the northwest corner of the house. The family room was built onto the north wall of the dining room in 2004-2005. Two large 1/1 wood sash windows that were originally located on the north wall in the dining room are now located on the north wall of the family room. A built-in bookcase extends across the west wall, and a wide entry in the east wall opens to the kitchen. The family room floor is covered with wall-to-wall carpet.

In the east half of the home's first floor, an interior door opens from the north end of the entry hall and staircase to a service hallway that includes a powder room on the east wall and a kitchen in the northeast corner of the house. The kitchen and powder room were remodeled in 2004-

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2005 with new Marmoleum floor tiles, bathroom fixtures, kitchen fixtures, appliances, casework, granite countertops, and overhead lighting.



Looking from the master bedroom into a southeast corner sun porch in the Hansen House in 2022

The entry hall staircase rises to a landing, turns, and proceeds to the home's upper floor. With the exception of bathroom upgrades (new fixtures, plumbing, flooring, paint, lighting), the upper floor is entirely original with sloped ceilings that accommodate the home's very low-pitched hipped roof. An interior center hall opens to a sunroom/master bedroom along the south wall, a full bathroom on the west wall, a bedroom in the northwest corner of the house, and a bedroom in the northeast corner of the house. A full-length built-in linen cupboard is located on the east wall between the northeast corner bedroom and the staircase entrance. The floor on the second story is made of finished fir planks. Bedroom floors are covered in wall-to-wall carpet. Most of the ceiling is eight feet in height except where lower ceiling slopes meet exterior walls. All second-floor woodwork is painted pine. The woodwork style matches woodwork on the first floor with five-inch deep baseboards, four-inch-deep stiles and rails, five-paneled interior doors, and Craftsman-style extended and beveled rails atop doors and windows. The basement is mostly unfinished with exposed basalt stone foundation walls, concrete floor, a storage room, laundry area, and furnace/mechanical space.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The Hansen House was built in 1908. The earliest three photographs of the property that could be found are dated 1959, 1961, and 1972. With two exceptions, all three photographs reveal the home's south facade as it appears today in 2022. Exceptions include a screen door and asbestos shingles. The 1961 photograph reveals an aluminum screen door (circa 1955-1960) over the

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home's existing original front facade door—the screen door is missing today. All three photographs show the front of the house clad in large asbestos shingled shakes, especially popular during the 1940s-50s. In 1953, the original siding (unknown style and material) on the house was replaced with asbestos shingled shakes for \$600 (see “Modifications” below).⁴ In 2004-2005, the asbestos shingle shakes were replaced with 4.5-inch-deep painted wood siding around all four faces of the property at the first and second floors.

Modifications to the property include:

- | | |
|------|---|
| 1908 | Several building permits for connections to city sewer, city water, and permits for necessary electrical and plumbing work were signed and dated when the house was constructed in 1908 (<i>numbered Spokane Building Permits #B1864, #2366, #15619</i>). |
| 1919 | A wood frame “private garage” was built at the northwest rear corner of the property for \$150 (<i>Spokane Building Permit #11264, October 1919</i>). |
| 1953 | The original 1908 wood cladding (unknown style and material) on the house was removed and replaced with asbestos shingled shakes for \$600. The asbestos shingles are readily apparent in the aforementioned 1959, 1961, and 1972 black-and-white photographs of the house (<i>Spokane Building Permit #17006, April 1953</i>). |
| 1968 | A wood fence “not to exceed six feet in height to enclose rear yard” was constructed in April 1968. The value of the fence was printed on the building permit as “\$50” (<i>Spokane Building Permit #B68369, April 1968</i>). |
| 1969 | A “conversion burner” was installed in the heating system in the basement (<i>Spokane Building Permit #3201, March 1969</i>). |
| 1972 | The house was re-roofed with composition shingles, and new concrete steps were poured at the south façade of the home (<i>Spokane Building Permit #B-37, March 1972</i>). |
| 1972 | A new drain was installed for a washing machine (<i>Spokane Building Permit #P-44, March 1972</i>). |
| 1980 | Electrical work to the house was approved (<i>Spokane Building Permit #80-03-04-002, March 1980</i>). |
| 1980 | A change to 200 amp service was made (<i>Spokane Building Permit #80-03-04-003, March 1980</i>). |

⁴ Spokane County Building Permit #17006, April 6, 1953.

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- 1992 The house was re-roofed with composition asphalt shingles.
- 2004-2007 A 12-foot-deep addition was built on the home's north face at the first floor across the entire width of the house to include a new lengthened kitchen in the northeast corner of the house, and a new family room in the northwest corner of the house. An exterior deck with a pergola was built onto the extended kitchen and includes steps down to a patio at grade at the northwest end of the house. The kitchen was lengthened and remodeled with new floor, new walls/ceiling finish, casework, appliances, plumbing and sink, granite counters, and overhead lighting. The family room was built on the north wall of the dining room. Providing ingress/egress, a pair of antique five-paneled antique pocket doors made of ebony-hued fir was installed between the dining room and family room.
- 2020-2022 The house was re-roofed with composition asphalt shingles and was repaired and repainted inside and outside. Front porch brackets and a porch skirt were repaired and repainted. Interior work included insulation installed in the walls and attic, repairs to fireplace insert, heating/electrical/mechanical systems repairs, smart security systems installed, and a whole-house air conditioning system installed.
- 2022 A new two-car garage was built in the rear northeast corner of the backyard next to a graveled alley.



The Hansen House clad with asbestos shingle shakes in 1972 (Rhodes Real Estate Company)

SECTION 8: STATEMENT OF SIGNIFICANCE

<i>Area of Significance</i>	<i>Architecture</i>
<i>Period of Significance</i>	<i>1908</i>
<i>Built Date</i>	<i>1908</i>
<i>Architect</i>	<i>Unknown</i>
<i>Builder</i>	<i>Albion M. McGlauflin</i>

SUMMARY STATEMENT

Built in 1908, the Otto & Catherine Hansen House is eligible for listing on the Spokane Register of Historic Places under Category C for its architectural significance as a typical representation of the Craftsman style. The property's period of significance is defined as the year the house was built in 1908. Spokane railroad contractor Otto Hansen and his wife, Catherine Reese Hansen, were the first resident owners of the home.

HISTORIC CONTEXT

Booges Addition

In 1888, Booges Addition on Spokane's South Hill was platted between West Tenth and West Fourteenth Avenues, and between South Madison and South Cedar Streets for a total area of 16 city blocks. Before Booges Addition was platted, the area was characterized by a natural wooded north-facing slope with basalt boulders and rocky outcroppings, native pine and fir trees, grasses and wildflowers. In 1890, the Northern Pacific Railway Company sold all 16 blocks to real estate investor, John Booge, who named the area Booges Addition. Booge was influential as a Spokane City Councilman and notary public, and owned Booge & McIntosh Real Estate Company.

Development in Booges Addition began slowly in 1888 but rapidly increased by the early 1900s. Spokane witnessed a population boom from 25,000 in 1900 to over 100,000 people in ten years by 1910. Small and large single-family homes designed in a plethora of styles were built in Booges Addition and surrounding South Hill neighborhoods for Spokane's expanding populace. An influx of homebuyers purchased the lots and homes, including doctors, lawyers, bankers, and insurance agents in addition to railroad contractors, real estate developers, merchants, and miners. Many men worked for various businesses, and women were sometimes employed as nurses, secretaries, teachers, librarians, and seamstresses. Younger men and women often helped as chauffeurs, gardeners, maids, and other forms of domestic help. As originally intended, most homes in the neighborhood were built as single-family residences but a few larger homes were altered in the 1920s-1940s to accommodate multi-family apartment living.⁵

Otto & Catherine Hansen

By 1905, Spokane businessman Albion McGlauflin began listing his interest in real estate, loans, and investments in city directories. He purchased Lot 10 on Block 3 in Booges Addition, and in 1908, erected a three-bedroom, 1.5-story house on the building site. Addressed as 1220 West

⁵ Booges Addition was described in May 2022 as a "group of four individually listed historic properties that are associated as the Booges Addition Spokane Historic District." *Spokane Preservation Office, L. Camporeale, Spokane, WA.*

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11th Avenue, the house was designed in the Craftsman style and was constructed as a horizontally oriented, low-slung dwelling with a very shallow-pitched hip roof, unenclosed widely overhanging eaves, and a full-width covered front porch. In September 1908, McGlauflin sold the house to Otto Hansen, a Northern Pacific Railway conductor/engineer/contractor, and his wife, Catherine Reese Hansen. The Hansens paid McGlauflin \$5,500 for the property, and became the first resident homeowners to live in the newly built house.⁶ They sold the house nearly five years later for \$4,000 in April 1912.

Subsequent Homeowners

In 1912, Samuel & Tresa Merrill purchased the Hansen House. Samuel Merrill was president of the National Lumber Company, and president of the Exchange Lumber & Manufacturing Company in Spokane.

In 1919, Maude & Alex Lindsay purchased the home for \$4,200. Alex Lindsay was the district manager/secretary of the State Building & Loan Association and later, the National Savings & Loan Association.

August & Edna Heatfield purchased the property from the Lindsays in 1924. With offices in the Paulsen Building overlooking the heart of Spokane's downtown business district, August Heatfield described his employment in Spokane city directories as a "special insurance agent," while Edna Heatfield worked as a librarian for the Spokane Public Library.⁷

Terry & Mary Ellen Riley purchased the Hansen House in 1944. The Rileys owned and operated the Riley Candy Company in Spokane. In addition, Terry Riley worked as a salesman for United Sanitary Supplies, and later as a salesman for the Building Maintenance Supply Company.

In 1953, Rowland & Lillian Bailey bought the house for \$7,100. Rowland Bailey worked as a superintendant at Fairchild Air Force Base, and as a manager for the Colonial City Bowling Alley in Spokane. Just two years after buying the property, the Baileys sold it to Don & Frances Case in 1955. In 1961, the Cases sold the property for \$7,400 to Trula & Gerald Mellinger, a stockman and assistant manager for a chain of seven Rosauers Foods Supermarkets throughout Spokane. Five years later in 1966, Robert & Lois Zat bought the house on West 11th Avenue. The Zats owned and operated Zat's Dry Cleaners, 1603 West Pacific Avenue. Robert Zat also worked as a serviceman for Northwest Radio in Spokane.

In 1972, Spokane Safe & Lock Company purchasing agent Daniel Phillips and his wife, Marilyn Phillips, bought the house for \$12,750. Five years later in 1977, the Phillips sold the house for \$27,000 to Kenneth Bettinger. In 1981, Albert Johns, owner and proprietor of A. A. Johns Realty Company, 830 North Division Street in Spokane, and his wife Elizabeth Johns, purchased

⁶ Spokane Warranty Deed #213950, 23 September 1908. Spokane County Courthouse, Spokane, WA.

⁷ The 1914 *Spokane City Directory* listed August Heatfield as a "special agent" with the Hanover Fire Insurance Company of New York. During his residence in the Hansen House, city directories listed Heatfield as a "special insurance agent" but did not specify insurance company affiliations.

the property for \$35,000. The Johns sold it in 1995 to Steven & Judith Black for \$53,000.⁸ The Blacks owned and operated Black's Painting, a company that specialized in spray-painting applications of appliances and other metals.

Alice Stricker bought the house in 2000 for \$85,000. A few years later in 2003, machine operator Eric Shears and his wife, Sarah Shears, purchased the property for \$120,000. They greatly improved the Hansen House with rehabilitations from 2004 through 2007, including the complete replacement of exterior asbestos shingles with horizontal wood clapboard siding, and a new roof. In addition, they directed the construction of a family room addition, a kitchen remodel with an extended kitchen addition, and a stained-wood porch addition with a pergola at the rear of the house. The Shears sold the property in 2008 for \$225,000 to Andrea Kjack & Jordan Quisenberry, Spokane marketing, design & advertising agency specialists.

In 2020, Spokane businessman Nicholas Reynolds bought the historic Hansen House for \$355,000. A portfolio manager for Washington Trust Bank, Nick is involved in the development and implementation of wealth strategies designed to help attain clients' goals as they relate to their investment portfolios.⁹

ARCHITECTURAL SIGNIFICANCE

Category C

The Hansen House is architecturally significant as a fine example of the Craftsman style, which evolved from the English Arts & Crafts Movement. The Movement was led by a group of architects and artisans who emphasized the importance of craftsmanship and high standards in all architectural details.

American Arts & Crafts Movement (1900-1930)

Architectural historian Paul Duchscherer defined the Arts & Crafts Movement in his book, *Beyond the Bungalow*:

Starting as a design reform movement that originated in mid-nineteenth-century England, the Arts & Crafts Movement's original intentions set out to improve public taste in general and the design quality of goods manufactured for home furnishings in particular. Soon, however, its influence in America would be galvanized into a recognizable design vocabulary, inspiring the creation of the Craftsman style that came to dominate the first wave of the emerging bungalow market.¹⁰

Bungalow House Form

As explained by author Jan Cigliano in her book, *Bungalow: American Restoration Style*, American families first embraced the bungalow in the early 1910s. The bungalow is an

⁸ Sales dates from 1977 through 2020 are recorded on Spokane County property tax information data sheets for 1220 West 11th Avenue, Spokane, WA.

⁹ Spokane County records for statutory warranty deeds, quit claim deeds, and deeds of trust are located in the Spokane County Courthouse, Spokane, WA.

¹⁰ Duchscherer, *Beyond the Bungalow*, p. 15

architectural model or house type that embodies ideals of nature and craftsmanship and is a “perfect fit for individuals who seek a sophisticated level of simplicity through artistic and crafted furnishings and home design.” A bungalow is a type of house *form* in contrast to *style*, which is a particular period and genre of design that embellishes or covers the house form.¹¹

Above-noted authors Cigliano and Duchscherer agree the word “bungalow” is an anglicized version of East Indian Hindi words *bangala*, *bungale* and *bangle*, which all mean “covered porch.” East Indian dwellings were admired by resident British colonials for keeping exterior walls cool and shaded with widely extended overhanging roof eaves. In America, the “large, sheltering roofs that cover front porches or create shade...with deeply overhanging eaves are features that suggest an evolution from its Indian origins.”¹²

The bungalow emerged as an independent movement in American architecture and became popular as an affordable home in reaction to the more elaborate and expensive Victorian styles that preceded it. The term “bungalow” refers to a low-slung, ground-hugging house form characterized by overall simplicity, a low-pitched roof, and broad gables. Varying greatly according to geographic location, climate, and architectural vernacular, bungalow forms were embellished in many different ways, resulting in various stylistic treatments adapted from Colonial Revival, Tudor Revival, Prairie, Swiss Chalet, Spanish Mission, and Craftsman traditions.

All bungalows are usually limited to 1.5-stories and have a partial or full-width front porch covered by an extension of the principal roof or by a lower roof. Architectural historian Paul Duchscherer states that “bungalows must have most, if not all, bedrooms on the first floor along with other primary living spaces. This issue of bedroom location seems to persist as the most technically defining factor of a true bungalow.”¹³

As frustrated home buyers looked for larger bungalows that could be erected on narrow lots, a market for so-called “bungaloid” houses developed. Sharing similar features and detailing as single-story bungalows, bungaloid homes “veered upward from the single-story format into a full two-stories, usually with additional attic space. Bungaloid homes were geared toward not only those families who were interested in the latest housing trends and amenities but also those who needed and could afford something a little larger.”¹⁴

The vast majority of new middle-class houses from bungalows to larger plans were oftentimes outfitted with prefabricated millwork elements for their interiors. These included doors and windows plus specialty millwork items such as box beams, columns, colonnades, corbels, brackets, fireplace mantels, bookcases, desks, linen closets, and other built-in cabinetry. Bungalow architecture was especially popular throughout America for thirty years from 1900 to 1930 and has continued to enjoy shorter periods of historic revival throughout the late 1990s and early 2000s.

¹¹ Cigliano, p. 9

¹² Duchscherer, *Beyond the Bungalow*, pp. 10-11

¹³ Ibid, p. 13

¹⁴ Ibid, p. 19

The Craftsman Style

Paul Duchschere stated in his book, *The Bungalow: America's Arts & Crafts Home*, "the concept of the Craftsman style came into general use when Gustav Stickley made it the title of his magazine, *The Craftsman*, which he published between 1901 and 1916."¹⁵ The term "Craftsman style" was used to describe home design, home interiors and built-ins, decorative arts, and a way of life. The Craftsman aesthetic was grounded in nature and espoused "natural" building materials such as wood shingles, indigenous stone or river rock, smooth brick and highly textured clinker brick, stucco, wrought iron, and leaded glass. Horizontal orientation was accentuated instead of a home's vertical lines, which were popular in Queen Anne-style homes. Horizontal emphasis was achieved through low-pitched roof designs, unenclosed deep eave overhangs that cast strong horizontal shadows across the house, exposed and extended rafter tails and bargeboards with decorative ends, triangular knee braces, horizontal siding, horizontal bands and stringcourses, sloping (battered) foundations and walls, small high windows on each side of chimneys, and thick porch walls that anchored tapered (battered) porch pillars and columns.

In 1908, the Hansen House was erected as one of the first homes in Booges Addition on Spokane's South Hill. A textbook interpretation of the above-described Craftsman style, the property is distinguished with specific design features that strongly promote a horizontal, low-slung appearance. The home's very low-pitched hip roof that covers the house as well as the matching very low-pitched hip roof over the façade's single-story front porch together provide the perception of a "flattened" house form. Exaggerated four-foot-deep unenclosed roof eaves encircle the house and promote the flattened effect of the roof and the porch roof. The deeply extended roof eaves and extended roof rafters with pointed rafter tails further highlight the flattened effect. Together, the very low-pitched hip roofs with very deeply unenclosed roof eaves, exposed roof rafters, and extended rafter tails cast extended dark shadows across the four faces of the house that help strengthen the home's horizontality.

Other architectural features that help diminish the height of the house are the strong horizontal lines attributed to the attached single-story covered front porch at the home's south façade (the porch cuts the house in two horizontally), and the wide horizontal clapboard that clads and encircles the home's exterior. Additional features that provide horizontal strength to the home's design include original narrow-width tongue-in-groove porch ceiling boards, a tapered front porch wall that supports tapered porch pillars and brackets, horizontal stringcourses and horizontal bands that encircle the house, a small nearly flattened gabled porch pediment, a small low-slung gabled attic dormer, and original 1/1 wood-sash windows (a design cut in half horizontally by wood sash). Lastly, an exterior feature that helps exaggerate the home's horizontal emphasis is the "ground-hugging" appearance of the lot on which the house is sited. The north-south lot is flat from the street at West 11th Avenue *half-way* north to the home's front porch. The grade then begins a shallow descent to the front porch, reinforcing the illusion of a lower house form.

¹⁵ Duchschere, *The Bungalow: America's Arts & Crafts Home*, p.38

Built in 1908, the Hansen House is a fine example of the Craftsman style as perceived in the following characteristics:

- 1900-1930, the “heydays” or most popular years for the construction of Craftsman-style homes
- Bungaloid—a 1.5-story bungalow (the Hansen House is built on a residential lot with a smaller width of 40 feet so all bedrooms are on the upper floor)
- Very shallow-pitched hip roofs, which promote a ground-hugging and low-slung appearance—strong Craftsman-style tenets that strengthen the home’s horizontality
- Unenclosed roof eaves—a strong Craftsman design feature
- Deeply overhanging roof eaves on the house
- Full-width single-story front porch also covered with widely overhanging roof eaves to match those of the house
- Exposed/extended roof rafters and rafter tails around perimeter of house roof and porch roof
- Tapered porch wall around porch deck
- Thick tapered porch pillars
- Porch brackets attached to porch pillars help support covered porch
- Porch wall with louvered scuppers
- Louvered front porch skirt between clinker brick support posts
- Wood clapboard cladding around house and porch wall
- Decorative horizontal stringcourses/bands around the house
- Multi-paned casement windows and 1/1 double-hung wood-sash windows
- Leaded-glass windows with lead and/or zinc strips
- Stained/cathedral-glass window designs
- Basalt rubblemix foundation wall exposed
- Tapered chimney made of textured, thrice-fired clinker bricks with protruding basalt cobbles
- Interior woodwork in entry hall, living room, and dining room made of the finest curly and vertical fir, burnished to a rich, deep brown
- Wide stiles around doors/windows and a colonnade all capped by widely extended beveled rails—a strong Craftsman-style design feature
- Deep cove molding
- Five-paneled interior doors
- Staircase with square wood balusters, finished in a deep brown stain
- Wide, open living room and dining room
- Fireplace made of textured clinker brick with basalt cobbles
- Built-in furniture, including box ceiling beams, inlaid narrow perimeter floor strips with Greek key-designed corners, colonnade, bookcases, buffet/hutch, fireplace mantel, fuse box cupboard, hall linen cupboard, staircase with 1-inch by 1-inch stained wood balusters.

SECTION 9: BIBLIOGRAPHY

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"Bids Blue Goose Ladies to Luncheon." *Spokesman-Review*, February 1942

"Prize-Winning Jingle of Mrs. A. S. Heatfield." *Spokesman-Review*, 28 March 1941

"Bandits Loot Chewelah Bank." *Spokesman-Review*, September 22, 1938

"Posses Search Timbered Area for Two Gunmen." *Spo. Daily Chronicle*, Sept 23, 1938

"Thomas Heatfield Fights Paralysis." *Spokane Daily Chronicle*, April 13, 1940

"A. E. Heatfield Taken by Death." *Spokane Daily Chronicle*, July 1, 1942

"\$7,500 Insurance Claim Awarded." *Spokesman-Review*, April 17, 1943

"Court Upholds Insurance Award." *Spokesman-Review*, 1942

"Death Suit First of Its Kind Here." *Spokane Daily Chronicle*, December 20, 1942

"Mrs. Heatfield Sues for Death of Husband." *Spokesman-Review*, May 10, 1944

"Aetna Company Ordered to Pay." *Spokesman-Review*, June 3, 1944

"Mrs. Edna Heatfield." *Spokesman-Review*, October 29, 1952

"Mack Is Tutored in Medical Terms." *Spokesman-Review*, April 1953

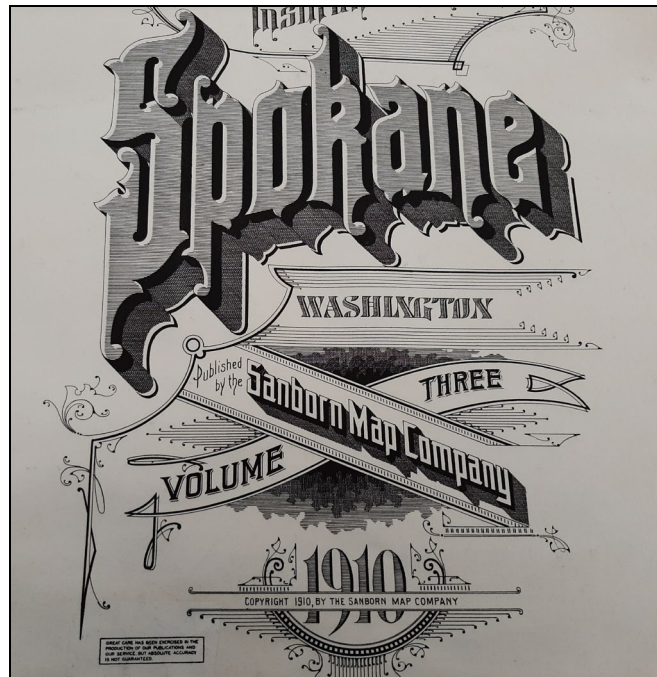
Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE



***2022 AERIAL VIEW & PLAT MAP
1220 West 11th Avenue
Booges Addition, Block 3, Lot 10***

*Sources:
Google Maps
Spokane City/County Tax Assessor Plat Map*

Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE

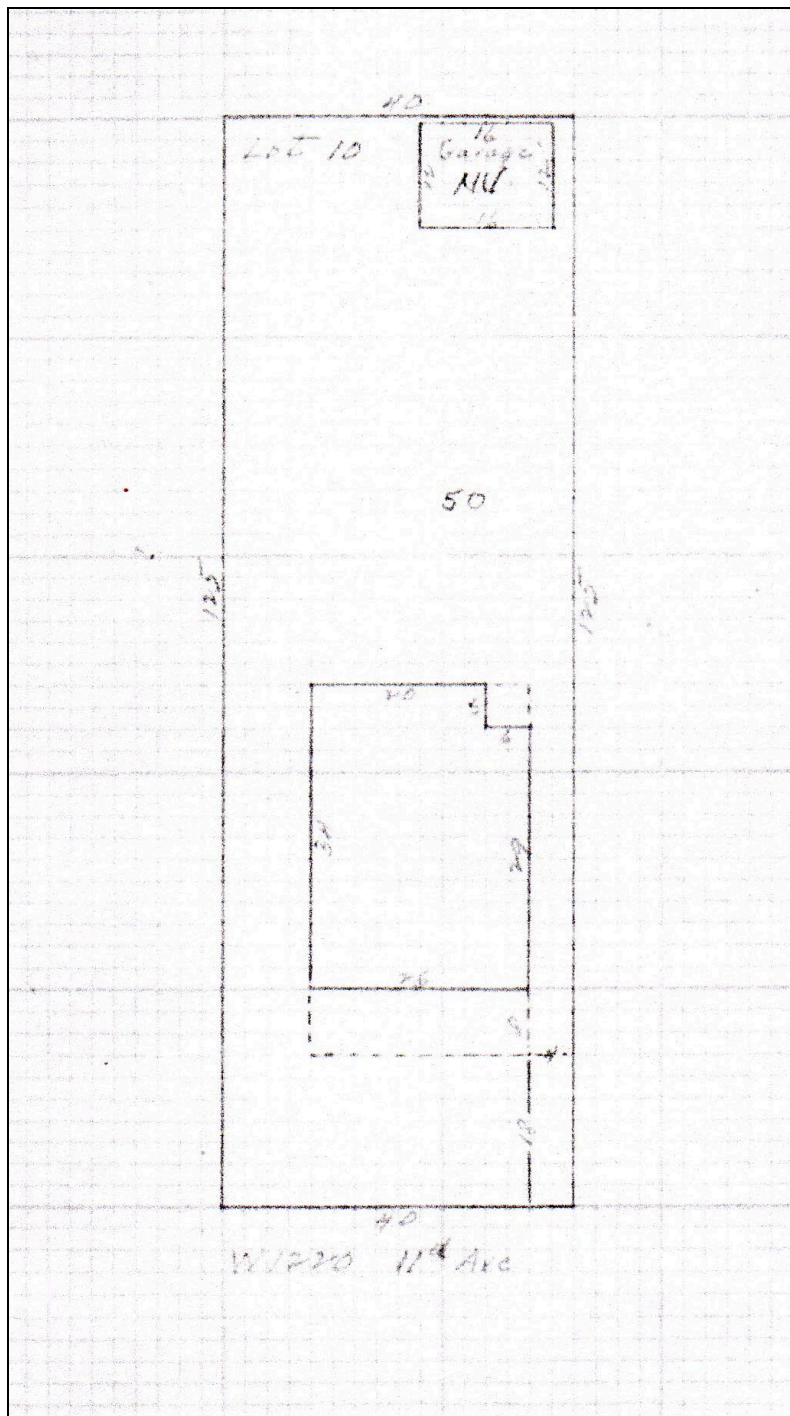


1910 Sanborn Fire Insurance Map with 1919 alterations



*1910 SANBORN MAP with 1919 alterations
1220 West 11th Avenue
Booges Addition, Block 3, Lot 10*

Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE



***C. 1953 SITE PLAN
1220 West 11th Avenue
Booges Addition, Block 3, Lot 10***

Source: Spokane City/County Tax Assessor Records

"A. F. Heatfield Taken By Death." *Spokane Daily Chronicle*, 1 July 1942

"\$7,500 Insurance Claim Awarded." *Spokesman-Review*, 17 April 1943

"Court Upholds Insurance Award." *Spokesman-Review*, 1942

A. F. HEATFIELD TAKEN BY DEATH

A. F. Heatfield, widely known Spokane insurance man, died last night at Republic, from a heart attack, apparently brought on by overexertion in trying to put his car back on the road after it had gone into the ditch.

According to word received here, a crew from a logging camp came along as he was struggling with the car. They realized he had strained too hard and took him back to camp with them and put him to bed. In the morning he was dead.

Mr. Heatfield was 65, born in Missouri, and had been in Spokane since 1891 and in the insurance business since about the turn of the century. He belonged to the Elks lodge and the Shriners here and to the national Blue Goose, insurance men's organization.

Survivors are his wife, at the home, W1230 Eleventh; a son, Thomas A. Richmond, Calif.; a daughter, Mrs. Wade Sherrard, San Francisco, and three grandchildren. The Smith funeral home is bringing the body to Spokane.

\$7500 INSURANCE CLAIM AWARDED

Mrs. Edna L. Heatfield was awarded a \$7500 accident insurance claim against the Standard Accident Insurance company of Michigan by a federal district court jury yesterday. Mrs. Heatfield alleged the death of her husband, Augustus Heatfield, June 30, 1942, was accidental. The death occurred while Mr. Heatfield was attempting to return his car to a highway in Ferry county.

COURT UPHOLDS INSURANCE AWARD

A \$7500 verdict by a federal district court jury here last April in favor of Mrs. Edna L. Heatfield against the Standard Accident Insurance company was upheld in a decision announced yesterday by the circuit court of appeals in San Francisco.

Mrs. Heatfield contended that the death of her husband, A. S. Heatfield, June 30, 1942, was caused by a heart attack resulting from an automobile accident.

“A.F. Heatfield Taken by Death.” *Spokane Daily Chronicle*, 1 July 1942

A.F. Heatfield, widely known Spokane insurance man, died last night at Republic from a heart attack apparently brought on by overexertion in trying to put his car back on the road after it had gone into the ditch.

According to word received here, a crew from a logging camp came along as he was struggling with the car. They realized he had strained too hard, and took him back to camp with them and put him to bed. In the morning he was dead.

Mr. Heatfield was 65, born in Missouri, and had been in Spokane since 1891 and in the insurance business since about the turn of the century. He belonged to the Elks Lodge and the Shriners here, and to the national Blue Goose Insurance men's organization.

Survivors are his wife at the home, W. 1220 Eleventh, a son, Thomas A., Richmond, Calif., a daughter, Mrs. Wade Sherrard, San Francisco, and three grandchildren. The Smith Funeral Home is bringing the body to Spokane.

“\$7500 Insurance Claim Awarded.” *Spokesman-Review*, 17 April 1943

Mrs. Edna I. Heatfield was awarded a \$7500 accident insurance claim against the Standard Accident Insurance Company of Michigan by a federal district court jury yesterday. Mrs. Heatfield alleged the death of her husband Augustus Heatfield, June 30, 1942, was accidental. The death occurred while Mr. Heatfield was attempting to return his car to a highway in Ferry County.

“Court Upholds Insurance Award.” *Spokesman-Review*, 1942

A \$7500 verdict by a federal district court jury here last April in favor of Mrs. Edna I. Heatfield against the Standard Accident Insurance Company was upheld in a decision announced yesterday by the circuit court of appeals in San Francisco.

Mrs. Heatfield contended that the death of her husband, A. S. Heatfield, June 30, 1942, was caused by a heart attack resulting from an automobile accident.

Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE

"Death Suit First of Its Kind Here."
Spokane Daily Chronicle, 20 December 1942

"Mrs. Heatfield Sues for Death of Husband."
Spokesman-Review, 10 May 1944

"Aetna Company Ordered to Pay."
Spokesman-Review, 3 June 1944

"1220 W. 11th Avenue."
Spokesman-Review, 19 November 1944

DEATH SUIT FIRST OF ITS KIND HERE

Widow Would Prove Heart Failure Can Be "Accident."

Whether death from heart failure caused by overexertion in attempting to remove a car from the ditch is an "accidental" death is the legal question to be decided in a superior court suit filed yesterday, the first of its kind in court annals here.

Last June 30 Augustus L. Heatfield of Spokane was driving his car on a narrow mountain road between Republic and Colville, according to the complaint filed by Harry M. Morey, counsel for the widow, Edna L. Heatfield. An approaching car forced the auto of Mr. Heatfield off the road and was driven on without stopping.

No Telephone Near.

There was no telephone or habitation within miles and Mr. Heatfield was forced to get his car back onto the road alone.

A few hours later he was stricken with a heart attack and died before morning.

He carried a \$7500 accident insurance policy with the Standard company and demand for payment was made upon it by Mrs. Heatfield on the grounds her husband's death was not premeditated or ordinary but due to the accident. The company refused payment on the ground death was due solely to heart trouble.

MRS. HEATFIELD SUES FOR DEATH OF HUSBAND

Suit for \$2000 insurance as double indemnity for the alleged accidental death of her husband was filed in superior court yesterday by Mrs. Edna L. Heatfield against the Aetna Life Insurance company. Mr. Heatfield died September 20, 1942, in a forestry cabin near Orient after overexertion in getting his automobile out of the ditch, where it had landed in an accident. She asserts that the accident caused his death, bringing on a fatal heart attack.

In a previous suit over the same tragedy against another insurance company a verdict allowed Mrs. Heatfield in superior court was sustained in the state supreme court.

AETNA COMPANY ORDERED TO PAY

Autopsy Clause Declared "Strange" by Judge.

No man would purchase an accident insurance policy knowing that collection under it required dissection of his own body in case of accidental death, Superior Judge Louis Bunge ruled yesterday in a written opinion against the Aetna Life Insurance company.

His opinion was given in the \$7500 suit of Mrs. Emma L. Heatfield against the Aetna company to collect on an insurance policy carried by her late husband, Augustus L. Heatfield, a salesman. The suit was based on his death of a heart attack in June, 1942, in a forestry cabin on a road between Colville and Republic.

Mr. Heatfield's car was forced into the ditch by another car and he overexerted in extricating it. He drove to the forester's cabin where he was stricken with the heart attack and died, despite first aid by the foresters.

Through her counsel, Harry Moore, Mrs. Heatfield had won a \$7500 judgment in federal court against another insurance company in which her husband also had a policy. The Aetna refused to pay on its policy.

Claims Proof Lacking.

The company, through its counsel, demurred to the suit on the grounds the policy contained a clause stating that accidental death must be proved by the policy holder either by external wounds or internal wounds revealed by an autopsy. The company asserted this proof was lacking.

In his opinion Judge Bunge said the claim by the company of the clause in the policy was the strangest of the many that he had encountered. He said the state supreme court had ruled insurance policies were to be interpreted liberally by the court. He ruled the burden was upon the company to prove the cause of death was not within the limits of the policy.

His ruling may be appealed to the supreme court, as under it the company would have to pay other policy beneficiaries.

"Mrs. Edna L. Heatfield." *Spokesman-Review*, 29 October 1952

"Mack Is Tutored in Medical Terms." *Spokesman-Review*, April 1953

MRS. EDNA L. HEATFIELD

Mrs. Edna L. Heatfield, former Spokane resident, has died in Alhambra, Calif., according to word received here.

The widow of A. S. Heatfield, who was a special agent for a Spokane insurance agency, left Spokane about five years ago after residing here 46 years. Mr. Heatfield was killed in an auto accident in 1941.

Mrs. Heatfield's survivors include two children, Thomas of Pasadena, and Mrs. Wade Sherrard of Alhambra.

**Mack Is Tutored
in Medical Terms**

Attorney M. E. Mack received a liberal education about the heart and its arteries this morning from Dr. William N. Myhre, while the latter was on the witness stand in federal district court in the trial of the action brought by Mrs. Edna L. Heatfield against the Standard Accident Insurance company of Michigan for collection of \$7500 on an accident insurance policy.

The case involves the death June 30, 1942, of Augustus L. Heatfield, which the complaint alleged was due to overexertion after his car was forced off the road 11 miles from Curlew.

Jury Enjoys It.

The 12 jurors, including two women, smiled frequently while Attorney Mack wrestled with "stenosis" (narrowing of an artery) and "sclerosis" (hardening of an artery). The witness went outside the questions asked to keep counsel within the meanings of the medical terms.

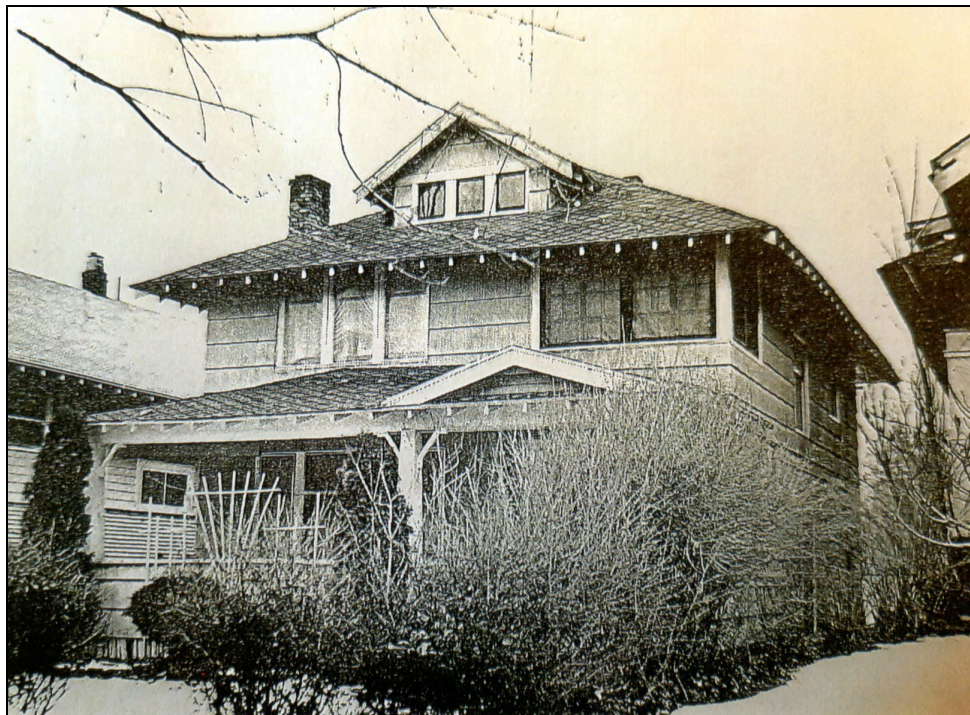
The witness explained at length for the benefit of counsel that a coronary artery is a vessel which supplies blood to the muscles of the heart, and is quite distinct from a vein which brings blood to the heart for delivery throughout the body.

A dozen other medical terms were used by the witness, who then explained them in plain English.

Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE



1961 photograph



1972 photograph

Source: Rhodes Real Estate Company, Spokane, WA

***1220 West 11th Avenue
Booges Addition, Block 3, Lot 10***

Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE



Photo 1
South façade of Hansen House in 2022



Photo 2
Front porch at south façade in 2022, looking west from porch

Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE



Photo 3
2022 photo of scupper detail on front porch



Photo 4
2022 photo of east side of house

Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE



Photo 5
2022 photo of west side of house



Photo 6
2022 photo of rear north face of house with porch & pergola built onto addition

Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE



Photo 7
2022 photo, looking east from living room into front entry hall and stairs



Photo 8
2022 photo, looking southwest into living room

Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE



Photo 9
Looking northwest in 2022 from living room into dining room



Photo 10
Looking south into living room from dining room in 2022

Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE



Photo 11
Looking at original built-in buffet/hutch on dining room's west wall in 2022



Photo 12
Looking west in 2022 at family room addition, located in northwest corner on first floor

Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE



Photo 13
Looking east into kitchen from family room in 2022



Photo 14
Looking south through kitchen into entry hall and front door in 2022

Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE



Photo 15

Original oak floor featuring decorative inlaid mahogany/walnut perimeter strips



Photo 16

2022 photo of southwest corner of master bedroom on second floor

Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE



Photo 17
2022 photo of east wall of master bedroom, looking into sun porch



Photo 18
2022 photo of southeast corner of sun porch on second floor

Spokane City/County Register of Historic Places Nomination
OTTO & CATHERINE HANSEN HOUSE



Photo 19
2022 photo of northwest bedroom on second floor



Photo 20
2022 photo of northeast bedroom on second floor

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

08/01/2022

Date Rec'd

7/21/2022

Clerk's File #

OPR 2022-0559

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #**Contact Name/Phone**

GEORGE DAHL 6036

Project #**Contact E-Mail**

GDAHL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

1680 - HOUSING & HOUSING-RELATED SUPPORTIVE SERVICES FUNDING RECOMMENDATION

Agenda Wording

CHHS Affordable Housing Committee recommendation for the Housing and Housing-Related Supportive Services Notice of Funding Availability results. (See attached briefing paper for more information.)

Summary (Background)

On 6/28/22 members of the CHHS Affordable Housing Committee met to review and make funding recommendations for the Housing and Housing-Related Supportive Services Notice of Funding Availability (NOFA) published by CHHS on 5/9/22. CHHS released a NOFA to the public on 5/9/22 seeking proposals to address the urgent housing and housing-related services needs for low-and-moderate income individuals. CHHS received a total of 15 applications from 15 agencies by 6/10/22.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

CERECEDES, JENNIFER

Study Session\Other

7/18 Finance and Administration

Division Director

CERECEDES, JENNIFER

Council Sponsor

Wilkerson, Beggs, Bingle

Finance

MURRAY, MICHELLE

Distribution List**Legal**

PICCOLO, MIKE

gdahl@spokanecity.org

For the Mayor

PERKINS, JOHNNIE

jcerecedes@spokanecity.org

Additional Approvals

CHHSgrants@spokanecity.org

Purchasing

CHHSaccounting@spokanecity.org

**GRANTS,
CONTRACTS &
PURCHASING**

MURRAY, MICHELLE

kclifton@spokanecity.org

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Community, Housing and Human Services
Contact Name & Phone	George Dahl, 625-6036
Contact Email	gdahl@spokanecity.org
Council Sponsor(s)	Betsy Wilkerson, Breean Beggs, Jonathan Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Housing and Housing-Related Supportive Services Funding Recommendations
Summary (Background)	<p>On Tuesday, June 28, 2022, members of the CHHS Affordable Housing Committee met to review and make funding recommendations for the Housing and Housing-Related Supportive Services Notice of Funding Availability (NOFA) published by CHHS on May 9, 2022.</p> <p>CHHS released a Notice of Funding Availability to the public on May 9th seeking proposals to address the urgent housing and housing-related services needs for low-and-moderate income individuals. Applications were due back to CHHS on June 10, 2022. CHHS received a total of 15 applications from 15 agencies.</p> <p>Members of the CHHS Affordable Housing Committee reviewed and scored each application using the same scoring matrix provided as part of the NOFA. During the deliberations members of the Committee noted the following:</p> <ul style="list-style-type: none"> • The Committee would have liked to consider the following proposals, if they had met the minimum 50% gap funding requirement. Since they did not meet this requirement and the other proposals did, the Committee did not rank those applications. <ul style="list-style-type: none"> ○ Catholic Charities: Quality Inn Acquisition <ul style="list-style-type: none"> ▪ \$5,000,000 requested ○ Spokane Housing Authority: Hifumi En Apartments <ul style="list-style-type: none"> ▪ \$9,707,768 requested • Funding recommendation for Tenants Union of Washington State excludes \$36,000 requested for senior administrative costs. • Unencumbered funds shall be held in reserve for construction cost overruns where applicable <p>Funding to support this NOFA comes from recently passed Sales and Use Tax for housing and housing-related supportive services and America Rescue Plan Act (ARPA). The City has made approximately \$10,000,000 available to support applications recommended for funding through this proposal.</p>
Proposed Council Action & Date: 7/18/2022	Approved the attached CHHS Board funding recommendations
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Funding Source ☒ One-time ☐ Recurring
Specify funding source:

Expense Occurrence ☒ One-time ☐ Recurring

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

Operations Impacts

What impacts would the proposal have on historically excluded communities?

The proposals recommended for funding will provide services to underserved communities through the creation and retention of affordable housing & housing-related services for low-mod-income households.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

CHHS will collect and report basic demographic data on recipients of these funding sources as outlined in their contractual agreements.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

CHHS utilizes performance-based contracting to ensure the objectives of each proposal are being met in accordance with performance measures outlined in each contractual agreement.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

These funding recommendations are a response to legislative actions outlined in SMC 08.07B & 08.7C.

Applicant	Proposal Name	Funding Request	Funding Rec.	New Units	Rehab of existing Units	Total Units reserved for <80% AMI
Proclaim Liberty	Liberty Park Phase II Expansion	\$ 4,000,000.00	\$ 4,000,000.00	54	-	54
St. John's Properties	Canterbury Court Renovation - Phase III - Completion	\$ 1,200,000.00	\$ 1,200,000.00	-	54	54
St. John's Two	St. John's Two Senior Housing	\$ 720,000.00	\$ 720,000.00	40	-	40
Thrive International	Thrive Center International Transitional Housing Project	\$ 835,000.00	\$ 835,000.00	123	-	123
Family Promise of Spokane	Increasing Emergency Shelter Capacity to Serve Homeless Youth and Families	\$ 150,000.00	\$ 150,000.00	NA	NA	NA
Liberty Park Community Development Center	Social Services Coordination for Residents of Subsidized Housing	\$ 46,800.00	\$ 46,800.00	NA	NA	NA
Transitions	Supportive Services for Survivors of Domestic Violence	\$ 151,562.00	\$ 151,562.00	NA	NA	NA
Tenants Union of Washington State	Multilingual Supportive Housing Services for Low-Income Tenants	\$ 360,000.00	\$ 324,000.00	NA	NA	NA
Habitat for Humanity	Permanently Affordable Homeownership	\$ 1,800,000.00	\$ 1,800,000.00	10	0	10
Volunteers of America	VOA Permanent Supportive Housing	\$ 621,000.00	\$ 621,000.00	NA	NA	NA
YWCA	Housing Placement & Services for DV Survivors	\$ 139,699.27	\$ 139,699.27	NA	NA	NA
Total Units				227	54	281
Applicant	Proposal Name	Funding Request	Funding Rec.	New Units	Rehab of existing Units	Total Units reserved for <80% AMI
Spokane Housing Authority	Hifumi-En Apartments	\$ 9,707,768.00	\$ -	86	-	86
Catholic Charities	Quality Inn Acquisition	\$ 5,000,000.00	\$ -	86	-	86
Excelsior Wellness	LifePoint	\$ 481,866.00	\$ -	NA	NA	NA
Urbanova	Building A Community Dashboard for Housing Security Indicators	\$ 118,560.00	\$ -	NA	NA	NA
Total Units				172	0	172

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

04/25/2022

Date Rec'd

4/13/2022

Clerk's File #

ORD C36193

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

MIKE MCNAB 835-4514

Project #**Contact E-Mail**

MMCNAB@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

1560 - STATE FORFEITURES CI FUNDS SBO

Agenda Wording

Special Budget Ordinance to increase appropriations by \$40,000 of State forfeiture funds to be used as confidential funds.

Summary (Background)

The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 40,000

1560-17200-21250-54922-99999

Select \$

#

Select \$

#

Select \$

#

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

HAMMOND, JENNIFER

Study Session\OtherPSCHC Meeting
04/11/2022**Division Director****Council Sponsor**

CATHCART/BINGLE

Finance

SCHMITT, KEVIN

Distribution List**Legal**

PICCOLO, MIKE

spdfinance

For the Mayor

ORMSBY, MICHAEL

MMCNAB

Additional Approvals**Purchasing****MANAGEMENT &
BUDGET**

INGIOSI, PAUL

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Major Mike McNab 835-4514
Contact Email	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart, Councilman Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	SBO to access state drug forfeiture funding
Summary (Background)	<p>In the 2022 budget, the police department was allocated \$110,000 from the state drug forfeiture account for legal services, confidential funds and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations and 2022 SBO's approved by council is \$481,110.</p> <p>The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. Starting in 2020, confidential fund budgets were reduced between \$20,000 and \$25,000. SPD has run out of spending authority every year since. This has impacted on-going drug investigations and resulted in SPD having to cover overages with funding intended for other purposes. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.</p> <p>The department is also requesting \$25,000 to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement.</p> <p>The department is requesting \$10,000 for training and travel for detectives to attend courses on how to navigate a new national database for stolen property trafficking detection.</p>
Proposed Council Action & Date:	Approval on May 23, 2022
Fiscal Impact: Total Cost: \$75,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: State funds received for one-time costs related to law enforcement and criminal justice legislation Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	

What impacts would the proposal have on historically excluded communities?

Targeting those distributing dangerous substances serves all populations in our community suffering from substance abuse. It further serves our entire community by reducing the violence and property crimes associated with illicit drug trade.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

The Police Department keeps detailed records for the use of confidential funds. Instances of confidential fund use are further documented in police reporting which captures race and gender should this data be needed for a focused analysis.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

This is a well-established police practice that has proven to be effective in drug enforcement by building criminal cases against those distributing illicit substances.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Increasing the confidential fund allocation will ensure the police department can continue combating the influx of fentanyl and methamphetamine in our community without disruption. This increase in funding aligns with the goal from the Police Department's 2022- 2023 Strategic Plan to help create a safer, healthier, and more supportive environment for all residents and visitors.

The use of state drug forfeiture funds for these purposes aligns with RCW 69.50.505 where the funds are used exclusively for the expansion and improvement of controlled substances related law enforcement activity.

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	Spokane Police Department
Contact Name & Phone	Major Mike McNab 835-4514
Contact Email	mmcnab@spokanepolice.org
Council Sponsor(s)	Councilman Cathcart, Councilman Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	SBO to access state drug forfeiture funding
Summary (Background)	<p>In the 2022 budget, the police department was allocated \$150,500 from the state drug forfeiture account for legal services, confidential funds and undercover vehicles. The current balance of state drug forfeiture funds after 2022 allocations is \$575,431.</p> <p>The department is requesting a \$40,000 increase in confidential funds in order to keep up with the influx of fentanyl and methamphetamines in our community. SPD accomplishes drug enforcement by targeting those distributing illegal substances through controlled purchases. Starting in 2020, confidential fund budgets were reduced between \$20,000 and \$25,000. SPD has run out of spending authority every year since. This has impacted on-going drug investigations and resulted in SPD having to cover overages with funding intended for other purposes. This increase would align SPD's budget authority with the current demand to use these funds for enforcement.</p>
Proposed Council Action & Date:	Approval on April 25, 2022
Fiscal Impact: Total Cost: \$40,000 Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: State forfeiture/seizure funds Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Targeting those distributing dangerous substances serves all populations in our community suffering from substance abuse. It further serves our entire community by reducing the violence and property crimes associated with illicit drug trade.	
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This is a well-established police practice that has proven to be effective in drug enforcement by building criminal cases against those distributing illicit substances.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Increasing the confidential fund allocation will ensure the police department can continue combating the influx of fentanyl and methamphetamine in our community without disruption. This increase in funding aligns with the goal from the Police Department's 2022- 2023 Strategic Plan to help create a safer, healthier, and more supportive environment for all residents and visitors.

The use of state drug forfeiture funds for these purposes aligns with RCW 69.50.505 where the funds are used exclusively for the expansion and improvement of controlled substances related law enforcement activity.

ORDINANCE NO C36193

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Forfeitures & Contributions fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriations by \$175,0000
 - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances,
 - B) \$125,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement
 - C) \$10,000 for training.
- 2) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund

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

Passed the City Council _____

Council President

Attest: _____

City Clerk

Approved as to form: _____

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO C36193

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Forfeitures & Contributions fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriations by \$75,000
 - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances,
 - B) \$25,000 shall be used to fund a request for proposal to non-profit entities that provide at-risk youth services that will support prevention of drug use and drug crimes using peer support and leadership from individuals who have successfully exited criminal justice involvement
 - C) \$10,000 for training.
- 2) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund

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

Passed the City Council _____

Council President

Attest: _____

City Clerk

Approved as to form: _____

Assistant City Attorney

Mayor

Date

Effective Date

ORDINANCE NO C36193

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Forfeitures & Contributions fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriations by \$40,000
 - A) Of the increased appropriations; \$40,000 of the increase is to be used as confidential funds used for controlled purchases of illegal substances
 - B) The increased appropriation is funded from unappropriated reserves in the Forfeitures & Contributions Fund

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

Passed the City Council _____

Council President

Attest: _____

City Clerk

Approved as to form: _____

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
07/18/2022

<u>Date Rec'd</u>	6/29/2022
<u>Clerk's File #</u>	ORD C36234
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	JACQUI 625-4109 MACCONNELL
<u>Contact E-Mail</u>	JMACCONNELL@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	1620-ACADEMY FACILITY UPDATES

Agenda Wording

Special Budget Ordinance to utilize state provided law enforcement and criminal justice legislation funds for the update & renovation of SPD training facilities and equipment.

Summary (Background)

In 2021, the City of Spokane was given \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation. SPD would like to use \$283,000 for needed carpet replacement at the Training Center, for a new target turning system, for updated audio/visual equipment and to provide additional training for 30 members of our department.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 283,000	<u>Budget Account</u>	# 1620-99138-VARIOUS
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

<u>Dept Head</u>	MACCONNELL, JACQUI
<u>Division Director</u>	OLSEN, ERIC
<u>Finance</u>	SCHMITT, KEVIN
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session\Other</u>	Finance 06/27/2022
<u>Council Sponsor</u>	KINNEAR/CATHCART
<u>Distribution List</u>	
	jmacconnell@spokanepolice.org
	spdfinance@spokanecity.org

Additional Approvals

<u>Purchasing</u>	
<u>MANAGEMENT & BUDGET</u>	STRATTON, JESSICA

Committee Agenda Sheet

Finance and Administration

Submitting Department	Police Department
Contact Name & Phone	Jacqui MacConnell – 625-4109
Contact Email	jmacconnell@spokanepolice.org
Council Sponsor(s)	Councilmember Kinnear & Councilmember Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	SBO for Police Training Center Facility/Equipment Updates
Summary (Background)	<p>The City of Spokane was awarded \$889,807 to assist with one-time costs related to law enforcement and criminal justice legislation enacted between January 1, 2020, and June 30, 2021. SPD would like to use \$283,000 for needed carpet replacement at the Training Center, for a new target turning system, for updated audio/visual equipment and to provide “Legally Justified but was it Avoidable” training for 30 members of our department.</p> <p>The Spokane Police Department’s Training Center is the epicenter for training for the department, and also serves as a training center for the state. In the Training Center we have two Basic Law Enforcement Academy sessions per year, as well as two to three in-service trainings. Additionally, other departments will sometimes attend our training as they often do not have the resources to conduct some of the updated training we do (i.e. 2021 Legislative updates, one of our adjoining departments sent representatives in order to provide the training to their department). We host groups at the Training Center to continue to build the relationship with the public, for example Citizen Police Academies and youth/school field trips. The Training Center continues to provide progressive training such as Active Bystandership for Law Enforcement, Implicit Bias, Procedural Justice, Reality Based Training, and more.</p> <p>Aspects of the Training Center have not been updated for at least 15 years and are in dire need of replacement. The carpet throughout the building needs to be replaced as they are currently somewhat of an embarrassment given their condition. Estimated cost for carpet replacement is \$70,000.</p> <p>We currently have an antiquated target turning system that essentially only provides the option of shooting at an appropriate shoot target. New target turning systems can provide multiple targets to help train both verbal and less lethal de-escalation tactics, as well as decision-making and shoot/don’t shoot scenarios. A new target turning system will cost approximately \$150,000.</p> <p>The audio/visual equipment at the Academy needs an upgrade. Audio visual is a must for any training today and it is used for almost all trainings. The audio/visual equipment upgrade will cost approximately \$60,000.</p>

	<p>“Legally Justified but Was It Avoidable” training presented by Calibre Press is a training that we would like to provide for approximately 30 members of our department. The training analyzes dozens of recent use of force videos and focuses on the totality of the interaction. The training considers if poor or ill-advised tactics, ineffective communication, a lack of personal control and/or a misunderstanding of acute stress led the officer(s) to escalate the event unintentionally and unconsciously. Calibre Press will provide the on-line training to the Spokane Police Department for \$99/person. The approximate cost of this training would be \$3,000.</p>
<p>Proposed Council Action & Date:</p>	
<p>Fiscal Impact: Total Cost: <u>\$283,000</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: One-time State legislation funds received in 2021 Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts What impacts would the proposal have on historically excluded communities?</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p>	

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

ORDINANCE NO C36234

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Public Safety & Judicial Grant fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

Section 1. That in the budget of the Public Safety & Judicial Grant Fund, and the budget annexed thereto with reference to the Fund, the following changes be made:

- 1) Increase the appropriation by \$283,000.
 - A. Of the increased appropriation, \$70,000 is provided solely for replacing aging flooring and carpeting at the Police Academy facility.
 - B. Of the increased appropriation, \$150,000 is provided solely for upgrading and installing a new target turning system at the firing range.
 - C. Of the increased appropriation, \$60,000 is provided solely for replacing and upgrading AV equipment used in classrooms.
 - D. Of the increased appropriation, \$3,000 is provided solely for additional training courses.
 - E. The increased appropriation is funded from the balance in the Public Safety & Judicial Grant Fund unappropriated reserves portion of the state distribution to assist with one-time costs related to law enforcement and criminal justice related legislation.

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

Passed the City Council _____

Council President

Attest: _____

City Clerk

Approved as to form: _____

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
08/01/2022

<u>Date Rec'd</u>	7/21/2022
<u>Clerk's File #</u>	ORD C36246
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BREEAN BEGGS 6254
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	0320 - ALLOCATING 3RD ROUND OF ARPA PROGRAM FUNDS

Agenda Wording

An ordinance amending Ordinance C36161 adopting the annual budget for the City of Spokane, allocating funding for the third round of programs from the American Rescue Plan Act.

Summary (Background)

This SBO allocates fund for the third round of programs funded via ARPA dollars. Brief descriptions of each item are attached to the SBO for informational purposes.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>	<u>Budget Account</u>	
Neutral \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u> Study Session - 6/9, 7/14 and 7/28
<u>Division Director</u>		<u>Council Sponsor</u> CP Beggs; CM Wilkerson; CM Zappone
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		
<u>For the Mayor</u>		
<u>Additional Approvals</u>		
<u>Purchasing</u>		

ORDINANCE NO C36246

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the American Rescue Plan Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Increase appropriation by \$27,750,000, funded from the city's direct allocation of the State and Local Fiscal Recovery Fund of the American Rescue Plan Act.
 - A) Of the increased appropriation, \$1,500,000 is provided for the purpose of funding capital expenditures on City owned property leased to Community Centers.
 - B) Of the increased appropriation, \$2,400,000 is provided for the purpose of funding the add to pay for the collective bargaining agreements.
 - C) Of the increased appropriation, \$5,000,000 is provided for the purpose of funding higher education success for local high school students.
 - D) Of the increased appropriation, \$5,000,000 is provided for the grants to not-for-profit entities in order to recover from the impact created by the COVID pandemic.
 - E) Of the increased appropriation, \$5,000,000 is provided for the grants to small business entities in order to recover from the impact created by the COVID pandemic.
 - F) Of the increased appropriation, \$5,000,000 is provided for the capital cost of a municipal justice center.
 - G) Of the increased appropriation, \$2,500,000 is provided Neighborhood Business District Support.
 - H) Of the increased appropriation, \$1,000,000 is provided for support for multicultural centers.
 - I) Of the increased appropriation, \$350,000 is provided for additional administrative support related to distributing ARPA funds.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to provide appropriation authority for funding supporting small business and not-for-profit organizations, future education, and a COVID-19 safe community, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

ARPA Tranche 3 Descriptions:

Community Center Grants – \$1.5 million

\$500,000 to each Community Center (Northeast, MLK at East Central, and West Central) for capital expenditures on city-owned property in exchange for granting at least 100 square feet of office space and access to common areas, like conference rooms, to grass roots cultural groups (may be shared) at no cost to the group for the balance of the term of the Community Center's lease agreement with the City or five years, whichever is longer.

Local 270 Add to Pay – \$2.4 million

One-time payments made to each member of Local 270 as part of their contract approved by City Council on July 11, 2022.

Higher Education – \$5 million

Supply last dollar scholarship assistance to all high school students residing in the City of Spokane who graduate and attend an institution of secondary learning. This will also supply high school and college success services to city residents, and cover administration costs of the program from September of 2022 through August of 2026. Joint proposals from entities providing these services are encouraged.

Non-Profit Entity Recovery and Resiliency – \$5 million

Many nonprofits helped see vulnerable communities and local institutions through the major damages that the pandemic caused, including providing PPE and other essentials. While they must pay for things like rent and essentials, non-profits mostly rely on volunteer work and are underfunded. A non-profit is defined by RCW 82.04.3651 as an "organization that does not pay its members, stockholders, officers, directors, or trustees any amounts from its gross income, except as compensation to any person for services rendered and does not engage in a substantial amount of political activity." Non-profits need funds to help them continue the good work they are doing in aiding a post pandemic recovery.

This allocation would supply:

- Direct grants to non-profit entities with annual average revenues of less than \$1,000,000 in 2019-2021 serving businesses, non-profit entities, community groups, communities disproportionately impacted by COVID-19 and residents located in qualified distressed census tracts within the City of Spokane.
- Base grants of up to \$40,000 for entities with less than \$500,000 in annual revenues and \$60,000 grants for over \$500,000 in annual revenues.
- Additional grants up to a total of \$50,000 for capital improvements, future pandemic response-related programming or hiring of additional full-time equivalent employees.
- Applicants must disclose any other ARPA relief applied for and/or received.
- Grant funding would be applied first to any City utility arrears.

Small Business Recovery – \$5 million

The Spokane economy is mostly composed of small businesses. RCW 19.85.020 defines a small

business as “including a sole proprietorship, corporation, partnership, or other legal entity, that is owned and operated independently from all other businesses, and that has fifty or fewer employees.” These small businesses have been disproportionately impacted by the pandemic and their communities need help in the post-pandemic recovery. They have mostly relied on programs that were designed to help them through the pandemic that are either currently or about to expire.

This allocation would supply:

- Direct grants to small businesses with annual average revenues of less than \$1,000,000 in 2019-2021 located in economically distressed census tracts within the City of Spokane.
- Base grants of up to \$20,000 for businesses with fewer than \$500,000 in annual revenues and \$30,000 grants for businesses with over \$500,000 in annual revenues.
- Additional grants up to a total of \$50,000 for capital improvements or hiring of additional full-time equivalent employees.
- Applicants must disclose any other ARPA relief applied for and/or received.
- Grant funding would be applied first to any City utility arrears.

Municipal Justice Center – \$5 million

The Municipal Court currently occupies a building that does not meet their administrative and security needs. This funding would be for the City to purchase a building to house a Municipal Justice Center that ideally combines the Municipal Court, Prosecutor Office, Public Defender Office and Community Justice Services Office. This allocation relates to Resolution 2022-0045, which was passed by the City Council on May 2, 2022.

Neighborhood Business District Support – \$2.5 million

Supplies grants to neighborhood business district associations and other independent business associations for capital improvements, business improvement, procurement enhancement, marketing, and branding services, for both associations and individual businesses, etc.

Multicultural Centers – \$1 million

Supplies grants to organizations seeking to remodel, purchase or build multicultural centers within the City of Spokane; including but not limited to: costs for design, building, purchasing, and consulting on fundraising. It is anticipated that these grants will function as seed money or last dollar funding.

Administrative Support - \$350,000

Funding to support administering APRA funding allocations by utilizing project employees at a lower total cost than seeking contracts with third-party entities to accept, review and distribute individual grants. This will free up additional funds for direct distribution to the community.



Agenda Sheet for City Council Meeting of:
08/01/2022

Date Rec'd	7/21/2022
Clerk's File #	ORD C36247
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	NEIGHBORHOOD SERVICES
Contact Name/Phone	CARLY CORTRIGHT X6263
Contact E-Mail	CCORTRIGHT@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0550 - SBO NEIGHBORHOOD SERVICES

Agenda Wording

Special Budget Ordinance to move salary savings from vacant position to other line items

Summary (Background)

ONS has had one vacant position since April 2022 that is expected to be filled in August 2022. The salary savings from this position will be used to fund software, postage, and supplies.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ -28,000	<u>Budget Account</u>	# 0550-53700-57200-00580
Expense	\$ 28,000		# 0550-XXXXX-XXXXX-various
Revenue	\$ 13,500		# 5300-30210-99999-39710
Expense	\$ 13,500		# 5300-73300-18850-54820

Approvals

<u>Dept Head</u>	CORTRIGHT, CARLY
<u>Division Director</u>	FINCH, ERIC

Finance ORLOB, KIMBERLY

Legal PICCOLO, MIKE

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing

MANAGEMENT & BUDGET STRATTON, JESSICA

Council Notifications

<u>Study Session\Other</u>	Finance 7-18-22
<u>Council Sponsor</u>	CMs Kinnear and Stratton

Distribution List

korlob@spokanecity.org

jlargent@spokanecity.org

jehall@spokanecity.org

ORDINANCE NO 36247

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the General Fund & the Management Information Services Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Decrease the appropriation for a Community Program Coordinator position in the Office of Neighborhood Services by \$28,000.
 - 2) Increase the appropriation for postage in the Office of Neighborhood Services by \$5,000.
 - 3) Increase the appropriation for operating supplies in the Office of Neighborhood Services by \$5,000.
 - 4) Increase the appropriation for software in the Office of Neighborhood Services by \$4,500.
 - 5) Increase the appropriation for an operating transfer-out in the Office of Neighborhood Services by \$13,500.
- (A) There is no change to the overall appropriation level in the General Fund.

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

- 1) Increase revenue for an operating transfer-in in the Innovation and Technology Services department by \$13,500.
 - 2) Increase the appropriation for software maintenance in the Innovation and Technology Services department by \$13,500.
- (B) This is an increase to the overall appropriation level in the Management Information Services Fund.

Section 3. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to transfer budget authority from personnel to non-personnel expenses for various operating needs, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	Office of Neighborhood Services (ONS)
Contact Name & Phone	Carly Cortright
Contact Email	ccortright@spokanecity.org
Council Sponsor(s)	CM Kinnear, CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	SBO – Office of Neighborhood Services
Summary (Background)	<p>ONS has had some unplanned for expenses this year that we are unable to cover with our existing budget. We do have some salary savings from a vacant Community Program Coordinator (CPC) position, and we propose using those funds to cover these expenses.</p> <p>The CPC position has been vacant since 4/1/22. The list had expired and so we have been unable to backfill until Civil Service could develop a new list. The position was posted in June with a closing date of 7/7/22. With the interview and hiring process, we do expect the position to be vacant through the end of July, which is approximately \$28,000 in salary savings. We are committed to hiring as soon as possible and having a new employee start in August.</p> <p>We need to use these salary savings to cover the following:</p> <ul style="list-style-type: none"> • Postage – we underestimated how many neighborhoods would choose to have clean-up events and we are currently projected to use more in postage than we have budgeted. • Supplies – relatedly, the cost of paper has gone up due to supply chain issues, and we don't have funds to cover from any other lines. • Galaxy Software – this was an oversight from 2021 where we did not include the cost of our volunteer software (\$4500) in the 2022 budget. To pay for this, we pulled from other budget lines, which of course, now means we don't have enough to cover the previous two bullet points. • CivicOptimize software – there was a desperate need to automate our special event application process, and we purchased a software solution that will be paid for in subsequent years through the application fees. For this first year, ITSD paid for it (~\$13,500) out of their funds with understanding we would pay back what we could. We would like to use this opportunity to pay it back in full now. <p>SBO Request:</p> <ul style="list-style-type: none"> • \$5,000 to postage in 0550 – Office of Neighborhood Services • \$5,000 to operating supplies in 0550 – Office of Neighborhood Services • \$4,500 to software in 0550 – Office of Neighborhood Services • \$13,500 to 5300-73300-18850-54820-99999 - ITSD

Proposed Council Action & Date:	Approve SBO 8/1/22
Fiscal Impact: Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Salary savings from vacant position Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? We need the funds to be able to continue sending postcards regarding neighborhood clean-ups to residents. These postcards are the most reliable method to let residents know about the free clean-up events that benefit low-income, seniors, and the disabled communities who may have no other way to remove excess trash from their property. The volunteer software also helps us recruit volunteers to help clean-up our parks and remove graffiti that traditionally have impacted low-income neighborhoods.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? With Solid Waste's help we collect the usage data for all neighborhoods for the neighborhood clean-up program.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? N/A	



Agenda Sheet for City Council Meeting of:
07/18/2022

<u>Date Rec'd</u>	7/6/2022
<u>Clerk's File #</u>	ORD C36239
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BREEAN BEGGS X6254
<u>Contact E-Mail</u>	BBEGGS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Emergency Ordinance
<u>Agenda Item Name</u>	0320 - ESSENTIAL CITY FACILITY SITING

Agenda Wording

An ordinance determining the process and criteria for siting essential City facilities; amending section 12.05.005; and enacting new sections 12.05.062 and 12.05.063 of the Spokane Municipal Code; and declaring an emergency.

Summary (Background)

This emergency ordinance codifies public process and criteria for siting Essential City Facilities, defined as "police precincts or offices, fire stations, utility facilities, community centers and libraries."

Lease? NO Grant related? NO Public Works? NO
Fiscal Impact **Budget Account**

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u>	7/11 Public Safety
<u>Division Director</u>		<u>Council Sponsor</u>	CP Beggs; CM Wilkerson
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>			
<u>For the Mayor</u>			
<u>Additional Approvals</u>			
<u>Purchasing</u>			

ORDINANCE NO. C36239

An ordinance determining the process and criteria for siting essential City facilities; amending section 12.05.005; and enacting new sections 12.05.062 and 12.05.063 of the Spokane Municipal Code; and declaring an emergency.

WHEREAS, the City Council intends to enact this ordinance as a method of implementing chapter LU 6 of the City of Spokane's Comprehensive Plan, concerning the siting of essential public facilities; and

WHEREAS, public input, collaboration, and cooperation are all critical to the successful process of locating essential City facilities, to ensure that neighborhoods obtain all the benefits of essential city facilities while mitigating the detrimental impacts of those facilities; and

WHEREAS, members of our community, regardless of where they live, their race, ethnicity, socio-economic status, or any other characteristic, deserve to have the benefit of open, collaborative and transparent interactions with their local government, particularly when it comes to decisions to locate or relocate essential city facilities in their neighborhoods; and

WHEREAS, actions by city officials that ignore the voices of our community members in taking unilateral steps to locate or relocate essential city facilities erodes the public trust, degrades the effectiveness of local government, engenders suspicion, and demands an immediate response; and

WHEREAS, the City Council determines that because this ordinance concerns the process and criteria for the siting of essential City facilities, this ordinance is needed for the immediate preservation of the public peace and safety, and for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 12.05.005 of the Spokane Municipal Code is amended to read as follows:

Section 12.05.005 Definitions

- A. "Agent" means any person acting within the scope of employment by or acting on behalf of the City of Spokane including City-facility property managers.

- B. "Baby changing facility" means a table or other device suitable for changing the diaper of a child.
- C. "Employee" means any person holding a regularly compensated position of employment with the City of Spokane including elected officers.
- D. "Essential City Facility" means police precincts or offices, fire stations, utility facilities, community centers and libraries.

~~((D-))~~E. "Federal civil immigration enforcement operations" means an operation than has one of its objectives the identification or apprehension of a person or persons in order to investigate them for a violation of the immigration law and subject them to one or more of the following:

1. Civil immigration detention;
2. Removal proceedings; and
3. Removal from the United States

~~((E-))~~F. "LEED" is a green building rating and certification system developed by the U.S. Green Building Council to evaluate environmental performance from a whole building perspective, including sites, water efficiency, energy & atmosphere, materials & resources, indoor environmental quality, locations & linkages, awareness & education, innovation in design, and regional priority.

~~((F-))~~G. "Nonpublic" means any area of a city facility or property that is not generally open and accessible to the general public, but instead requires prior to entry express permission, such as a valid ticket for a bona fide passenger, or permission by a city employee or an employee of a tenant in a city facility on an individual basis. Areas posted as "Restricted" in City facilities shall be considered to be non-public areas.

~~((G-))~~H. "United States Citizenship and Immigration Services" means the agency of the United States Department of Homeland Security and any successor agency charged with overseeing United States immigration laws.

~~((H-))~~I. "United States Customs and Border Protection" means the agency of the United States Department of Homeland Security and shall include any successor federal agency charged with border enforcement.

~~((I-))~~J. "United States Immigration and Customs Enforcement" means the agency of the United States Department of Homeland Security including Enforcement and Removal Operations and Homeland Security Investigations and shall include any successor federal agency charged with the enforcement of immigration laws.

~~((J.))~~K. “U.S. Green Building Council” is an organization serving as the nation’s foremost leaders from across the building industry working to promote buildings that are environmentally responsible, profitable, and healthy places to work and live.

Section 2. That there is enacted a new section 12.05.062 of the Spokane Municipal Code to read as follows:

Section 12.05.062 Siting of Essential City Facilities - Process

- A. Prior to locating an essential city facility, the administration shall undertake the following public process.
 - 1. The Administration shall convene at least one public community meeting and solicit written comment from members of the affected neighborhood council area(s) concerning the need(s) for the facility and the service(s) desired or required by the community, as well as identified service gap(s) to be addressed by the facility.
 - 2. The Administration shall publish the alternative locations for the proposed new or relocated essential City facility, to enable the residents of the affected neighborhood(s) of the relative merits and compliance with SMC 12.05.063 of each proposed alternative location and solicit comment on the proposed alternative locations in at least one open public meeting held in the affected neighborhood(s).
- B. The Spokane City Council’s Equity Subcommittee shall review all responsive proposals and make a recommendation to the City Council based on at least the following criteria, to be given equal weight:
 - 1. effective demonstrably needed service to neighborhood residents;
 - 2. responsiveness of the location to the demonstrated needs of the residents of the neighborhood; and
 - 3. financial sustainability of the location.
- C. City services shall not be provided at the location unless the City Council has approved the location or relocation of an essential city facility.
- D. Any Spokane resident who believes that the City has not fully complied with this section prior to the City providing services at an essential city facility has standing to pursue injunctive relief in Superior Court to stop delivery of services until compliance with this section has been achieved, except that this section shall not apply to essential city facilities that provided services prior to June 25, 2022.

Section 3. That there is enacted a new section 12.05.063 of the Spokane Municipal Code to read as follows:

Section 12.05.063 Essential City Facilities – Mandatory Criteria

A. The following criteria shall be met before any decision to place a new or relocated essential City facility can be made:

1. For police precincts, the chosen location shall:
 - a. be visible to the public,
 - b. be located on or within one block of the main street of a neighborhood business district, and
 - c. provide access for the public to onsite services and for officers responding to reports of crime;
 - d. be located within a documented cluster of criminal activity;
 - e. be located in a commercial zone with high visibility of patrol cars, foot and bicycle community policing patrols; and
 - f. provide adequate space and facilities for co-deployed behavioral health officers and reception provided through mutual agreement with Spokane C.O.P.S.
2. For utility facilities:
 - a. the location must be designed to minimize conflicts with traffic.
 - b. the location must be designed and operated to minimize noise, odor, dust, or other negative impacts due to the operation of the facility.

Section 4. That this ordinance applies to all new facilities which are located or relocated after the effective date of this ordinance, as well as to all existing essential City facilities. For existing essential City facilities, the responsible department shall provide to the City Council, no later than 180 days after the effective date of this section, a summary of all City facilities which do not meet the requirements of this ordinance.

Section 5. That the City Council declares that an urgency and emergency exists such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Safety & Community Health

Submitting Department	City Council
Contact Name & Phone	CP Beggs
Contact Email	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs; CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Essential City Facility Siting – Emergency Ordinance
Summary (Background)	This emergency ordinance codifies public process and criteria for siting Essential City Facilities, defined as “police precincts or offices, fire stations, utility facilities, community centers and libraries.”
Proposed Council Action & Date:	7/18/22
Fiscal Impact: N/A Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? This ordinance codifies community process prior to placing essential facilities in neighborhoods to ensure that more voices are part of the decision-making process.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Comprehensive Plan Chapter LU 6	



Agenda Sheet for City Council Meeting of:
08/01/2022

<u>Date Rec'd</u>	7/20/2022
<u>Clerk's File #</u>	RES 2022-0071
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	ALEX GIBILISCO X6957
<u>Contact E-Mail</u>	AGIBILISCO@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Resolutions
<u>Agenda Item Name</u>	0320 - LANGUAGE ACCESS RESOLUTION

Agenda Wording

Creating a policy to establish a language access plan to ensure limited English proficiency (LEP) residents have access to the City's services, information, and civic processes, guidelines on using interpretation, and translation services by City.

Summary (Background)

Creating commitment to updated policy that will ensure the City of Spokane is taking steps to provide limited English proficient persons with meaningful access to City meetings, programs and activities. Update and prioritize implementation of the Language Access Program, to include the suggested following actions to ensuring all residents have equal access to the City's services, information, and civic processes, guidelines on using interpretation, and translation services.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u> 6/27 Finance & Administration
<u>Division Director</u>		<u>Council Sponsor</u> CMs Cathcart and Wilkerson
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		mcathcart@spokanecity.org
<u>For the Mayor</u>		bwilkerson@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		

RESOLUTION NO. 2020-0071

A resolution regarding the City of Spokane Language Access Policy

WHEREAS, City of Spokane is committed to welcoming and creating a place of belonging for all that call the City of Spokane home; and

WHEREAS, equity and inclusion are essential to building relationships and improving outcomes in Spokane communities, especially for under-represented and under-served communities, including, but not limited to, immigrants, refugees, and communities of color who are among our most vulnerable residents; and

WHEREAS, language access helps all immigrant and refugee residents, regardless of their English proficiency, have meaningful, independent, and equitable access to City programs, services, and stakeholder engagement; and

WHEREAS, Title VI of the federal Civil Rights Act of 1964 states that "[n]o person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" and requires federal grant recipients to provide language access; and

WHEREAS, in the City's Title VI plan, it outlines the responsibilities of Title VI Specialists including maintaining data of Limited English Proficiency (LEP) residents; and

WHEREAS, State law (SB 5046) requires each county, city and town in Washington that provide safety information in an emergency or disaster to provide public notices of public health, safety, and welfare in a language other than English; and

WHEREAS, according to a 2020 5yr Community Survey, 16,732 Spokane residents speak a language other than English and Spokane's immigrant population grew by 9% percent since 2010 and, according to Spokane Public School District, 80 languages are spoken in our public schools; and

WHEREAS, the Office of Civil Rights, Equity and Inclusion is encouraged will convene representatives from priority departments to evaluate a proposed Language Access Program and determine how to advance its implementation.

NOW, THEREFORE, the Office of Civil Rights, Equity and Inclusion is requested to convene representatives of departments in the City of Spokane to update and prioritize implementation of the Language Access Program, to include the suggested following actions to ensuring all residents have equal access to the City's services, information, and civic processes, guidelines on using interpretation, and translation services by City departments:

1. By September 5, 2022, the Office of Civil Rights, Equity and Inclusion, with feedback from the Spokane Human Rights Commission, would provide

departments with a Language Access Plan Template and a Language Access Toolkit to guide development of Language Access Plans.

2. By November 07, 2022, each department would submit a Language Access Plan for 2023 to the Office of Civil Rights, Equity, and Inclusion for review and to transmit to the Mayor for approval.
3. Starting with the 2023 budget, each department through the budgeting process would allocate a portion of its annual budget to begin implementation of its Language Access Plan.
4. The Office of Civil Rights, Equity and Inclusion would also prioritize technical assistance to departments involved in responding to health and safety-related emergencies, refugee relief, disaster preparedness, response, recovery programs, and other crisis situations.
5. During a crisis, emergency, or public safety situation, all affected departments would make it a priority to offer language access services and, when feasible, ensure interpretation and translation services are present and available to assist Limited English Proficient ("LEP") residents with critical language needs.

If a crisis, emergency, or public safety situation requires posting of warning signs, the department would translate those signs into the appropriate primary and emerging languages according to neighborhood demographics. Current City of Spokane primary and emerging languages are listed in an addendum to this (ordinance or resolution).

6. Annually, the Office of Civil Rights, Equity and Inclusion would update the list of primary and emerging languages based on the best available data, including the American Community Survey from the U.S. Census Bureau.
7. Annually, each department would maintain data relative to the use of the language access tools, and transmit it to the Office of Civil Rights, Equity and Inclusion to include in Title VI reports, report to the Spokane Human Rights Commission and for other administrative needs.
8. The Office of Civil Rights, Equity and Inclusion would be responsible for the following Language Access Program oversight duties:
 - a. Work with departments to finalize Language Access Plans before they are transmitted to the Mayor for approval.
 - b. Provide technical assistance for language services to all departments, including training department staff.
 - c. Provide strategic guidance about working with LEP residents to departments, the City Council, and the Mayor's Office.

- d. Oversee, update, and maintain a web portal that includes a directory of qualified language service provider, sample interpretation service contracts, a repository of department s' translated documents, and a Language Access Toolkit.
 - e. Annually work with Spokane Human Rights Commission to review the City's language access plan to make improvements.
 - f. Provide departments with model Language Access Plans.
 - g. Biannually present to City Council with updates, data relevant to the program, including geographical use.
9. Significant population segments would be defined as those LEP groups comprising 3.5% percent, or 700 residents, whichever is fewer, of the population of persons eligible to be served or likely to be affected. Same evaluation applies when working in smaller geographical footprints within the City or as advised by the Office of Civil Rights, Equity, and Inclusion.

ADOPTED by the City Council this ____ day of July 2022.

City Clerk

Approved as to form:

Assistant City Attorney

ADDENDUM

Regarding the City of Spokane Language Access Policy, languages included:

1. English
2. Russian
3. Spanish
4. Vietnamese
5. Marshallese

Committee Agenda Sheet

Finance and Administration Committee

Submitting Department	City Council Office
Contact Name & Phone	Alex Gibilisco
Contact Email	agibilisco@spokanecity.org
Council Sponsor(s)	Michael Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Language Access Policy
Summary (Background)	<p>Creating a policy to establish a language access plan to ensure limited English proficiency (LEP) residents have access to the City's services, information, and civic processes, guidelines on using interpretation, and translation services by City departments.</p> <p>The Office of Civil Rights, Equity and Inclusion is requested to convene representatives of departments in the City of Spokane to update and prioritize implementation of the Language Access Program, to include the suggested following actions to ensuring all residents have equal access to the City's services, information, and civic processes, guidelines on using interpretation, and translation services by City departments:</p> <p>Requests starting with the 2023 budget, each department through the budgeting process would allocate a portion of its annual budget to begin implementation of its Language Access Plan.</p> <p>Annually, each department would maintain data relative to the use of the language access tools, and transmit it to the Office of Civil Rights, Equity and Inclusion to include in Title VI reports, report to the Spokane Human Rights Commission and for other administrative needs.</p>
Proposed Council Action & Date:	Resolution
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? Prioritizing the creation of a language access plan to ensure translation and interpretation services are provided to residents that need it to access City programs.	

Significant population segments would be defined as those LEP groups comprising 3.5% percent, or 700 residents, whichever is fewer, of the population of persons eligible to be served or likely to be affected. Same evaluation would apply when working in smaller geographical footprints within the City or as advised by the Office of Civil Rights, Equity, and Inclusion.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Language access plans typically collect the usage of the program to help inform a future budget asks, and report on Title VI compliance reports.

To determine languages needed to be translated the City with feedback from the Human Rights Commission can use the Census or American Community Survey.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Each department would be required to report to the OCREI their plan and results. The Spokane Human Rights Commission would provide feedback on how to improve the program to be more effective and reach the populations that need it.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This aligns with the Title VI plan requirement.



Agenda Sheet for City Council Meeting of:

08/01/2022

Date Rec'd	7/21/2022
Clerk's File #	ORD C36243
Renews #	
Cross Ref #	RES 2022-0068
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	TERI STRIPES X6597
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0650 - MULTI-FAMILY TAX EXEMPTION ORDINANCE AMENDING SMC 8.15

Agenda Wording

Ordinance relating to multiple family housing property tax exemption; amending SMC sections 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.070, 8.15.080, 8.15.090, 8.15.100, 8.15.110, 8.15.120, and 8.15.140.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program, designate residential targeted areas within urban centers, and to certify qualified property owners for that property tax exemption.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

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

Budget Account

Approvals

Dept Head	BLACK, TIRRELL
Division Director	MACDONALD, STEVEN
Finance	ORLOB, KIMBERLY
Legal	PICCOLO, MIKE
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	UE 7/11/2022
Council Sponsor	CMs Beggs, Bingle, & Zappone

Distribution List

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Additional Approvals

Purchasing

ORDINANCE NO. C - 36243

An ordinance relating to multiple family housing property tax exemption; amending SMC sections 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.070, 8.15.080, 8.15.090, 8.15.100, 8.15.110, 8.15.120, and 8.15.140.

WHEREAS, the Washington State Legislature adopted E2SSB 5287 during the 2021 legislative session amending numerous sections of Chapter 84.14 RCW regarding new and rehabilitated multiple-unit dwellings in urban centers; and

WHEREAS, this ordinance amends various provisions of Chapter 8.15 SMC regarding multiple-family housing property tax exemption (MFTE) in order to incorporate and comply with the changes to the Chapter 84.14 RCW.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That SMC 8.02.0695 is amended to read as follows:

8.02.0695 Multifamily Housing Property Tax Incentive Program

- A. For an application to receive a conditional ~~((certificate of tax exemption))~~ agreement under the multifamily housing property tax incentive program: a fee of ~~((three hundred fifty))~~ one thousand dollars per parcel has to be paid in full at the time of application.
- B. For an application to extend the conditional ~~((certificate of tax exemption))~~ agreement under the multifamily housing property tax incentive program: one thousand dollars per parcel has to be paid in full at the time of application.
- C. For an application to receive a final certificate of tax exemption under the multifamily housing property tax incentive program: ~~((One thousand fifty))~~ Two thousand dollars per parcel dollars for each parcel receiving the tax exemption, this fee includes the required filing fees of the certificate and associated documents with the Spokane County assessor's office and has to be paid in full at the time of application.
- D. To convert a Final Certificate of Tax Exemption from a twelve year certificate to an eight year certificate of tax exemption a fee of five hundred dollars per parcel has to be paid in full at the time of request, this fee includes the required filing fees of the certificate and associated documents with the Spokane County assessor's office.

Section 2. That SMC 8.15.020 is amended to read as follows:

8.15.020 Definitions

As used in this chapter:

- A. "affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income.
 - 1. For the purposes of housing intended for owner occupancy, "affordable housing" means residential housing that is within the means of low or moderate-income households;
- B. "assessor" means the Spokane county assessor;
- C. "council" means the Spokane city council;
- D. "director" means the director of the City's planning department or any other City office, department or agency that shall succeed to its functions with respect to this chapter, or their authorized designee;
- ~~((E. "high cost area" means a county where the third quarter median house price for the previous year as reported by the Washington Center for Real Estate Research at Washington State University is equal to or greater than one hundred thirty percent of the statewide median house price published during the same time period;))~~
- ~~((F)). E. "household" means a single person, family or unrelated persons living together;~~
- ~~((G))~~ ~~F. "low-income household" means a single person, family or unrelated persons living together whose adjusted income is at or below eighty percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States department of housing and urban development.~~
- ~~((1. For cities located in high cost areas, "low income household" means a household that has an income at or below one hundred percent of the median family income adjusted for family size, for the county where the project is located:))~~
- ~~((H))~~ ~~G. "moderate-income household" means a single person, family or unrelated persons living together whose adjusted income is more than eighty percent but is at or below one hundred fifteen percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States department of housing and urban development.~~

~~((1. For cities located in high-cost areas, "moderate-income household" means a household that has an income that is more than one hundred percent, but at or below one hundred fifty percent, of the median income adjusted for family size, for the county where the project is located;))~~

((I)) H. "multi-family housing" means a building or group of buildings having four or more dwelling units designed for permanent residential occupancy resulting from new construction or rehabilitation or conversion of vacant, underutilized or substandard buildings to multi-family housing and does not include transient accommodations, including hotels, ~~((or))~~ motels or short-term rentals regulated under Chapter 10.52 SMC, Chapter 17C.316 SMC or other applicable regulations;

((J)) I. "owner" means the property owner of record;

~~((K))~~ J. "permanent residential occupancy" means multi-family housing that provides either rental or owner occupancy ~~((for a period of at least one month))~~ on a nontransient basis.

1. This includes owner-occupied or rental accommodation that is leased for a period of at least one month.

~~((4))~~ 2. This excludes hotels and motels that predominately offer rental accommodation on a daily or weekly basis and short-term rentals regulated under Chapter 10.52 SMC, Chapter 17C.316 SMC or other applicable regulations ((:)).

~~((L))~~ K. "rehabilitation improvements" means modifications to an existing:

1. structure the residential portion of which has been vacant for at least twelve months prior to application for exemption under this chapter, that are made to achieve a condition of substantial compliance with the applicable building and construction codes contained in Title 11 SMC and all applicable uniform codes adopted pursuant to Title 11 SMC; or
2. occupied residential structure or mixed use structure that contains occupied residential units, that add at least four multifamily housing units;

~~((M))~~ L. "residential targeted area" means an area within an urban center that has been so designated by the council pursuant to this chapter;

~~((N))~~ M. "substantial compliance" means compliance with the applicable building and construction codes contained in Title 11 SMC and all applicable uniform codes adopted pursuant to Title 11 SMC that is typically required for rehabilitation as opposed to new construction;

((θ)) P. "urban center" means a compact identifiable district where urban residents may obtain a variety of products and services and which must contain:

3. several existing or previous, or both, business establishments that may include but are not limited to shops, offices, banks, restaurants, governmental agencies;
4. adequate public facilities including streets, sidewalks, lighting, transit, domestic water and sanitary sewer systems; and
5. a mixture of uses and activities that may include housing, recreation and cultural activities in association with either commercial or office, or both, use.

Section 3. That SMC 8.15.030 is amended to read as follows:

8.15.030 Residential Targeted Areas – Criteria – Designation

A. Following notice and public hearing as prescribed in RCW 84.14.040, the council may designate one or more residential targeted areas, upon a finding by the council in its sole discretion that the residential targeted area meets the following criteria:

1. The residential targeted area is within an urban center.
2. The residential targeted area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center if affordable, desirable, attractive, and livable residences were available; and
3. Providing additional housing opportunity, including affordable housing, in the residential targeted area will assist in achieving one or more of the following purposes:
 - a. Encourage increased residential opportunities within the City, including mixed-income and affordable housing opportunities; or
 - b. Stimulate the construction of new multifamily housing; or
 - c. Encourage the rehabilitation of existing vacant and underutilized buildings for multifamily housing.

B. In designating a residential targeted area, the council may also consider other factors, including whether:

1. additional housing, including affordable housing units, in the residential targeted area will attract and maintain an increase in the number of permanent residents;
 2. an increased permanent residential population in the residential targeted area will help to achieve the planning goals mandated by the Growth Management Act under chapter 36.70A RCW, as implemented through the City's current and future comprehensive plans;
 3. encouraging additional housing in the residential targeted area is consistent with public transportation plans; or
 4. additional housing may contribute to revitalization of a distressed neighborhood or area within the City.
- C. At any time the council may, by ordinance, in its sole discretion, amend or rescind the designation of a residential targeted area pursuant to the same procedural requirements as set forth in this chapter for original designation.
- D. ~~((The following area, as shown in Attachment A, is designated as a residential targeted area under this chapter:~~

~~1. Spokane's MFTE.))~~

The City of Spokane in its urban area has designated two residential target areas:

1. Spokane Targeted Investment Area (STIA)—where Zoning allows Multi-Family Housing
2. Affordable Housing Emphasis Area—where Zoning allows Multi-Family Housing outside STIA

These two residential target areas are shown in Attachment A.

- E. If a part of any legal lot is within a designated residential targeted area with zoning allowing for construction of multifamily housing, Centers and Corridors Zones: CC1, CC2, CC3 overlay, and CC4, Residential Zones: RSF, RTF, RMF, RHD and Commercial Zones: DTG, DTU, DTS, DTC, CA1, CA2, CA3, CA4, O, OR, NR, NMU, CB, GC and where multi-family housing is allowed in LI as shown in Attachment A, then the entire lot shall be deemed to lie within such residential targeted area. ~~((The area designated as a residential targeted area is bound by the streets described in Attachment A. Property located outside of, but adjacent to, the described area is not designated as a residential targeted area.))~~

Section 4. That SMC 8.15.040 is amended to read as follows:

8.15.040 Project Eligibility

To be eligible for exemption from property taxation under this chapter, the property must satisfy all of the following requirements:

- A. The property must be located in a residential targeted area of an urban center.
- B. The project must be multifamily housing consisting of at least four dwelling units within a residential structure or group of structures or as part of a mixed-use development in which at least fifty percent of the space within such residential structure or mixed-use development is intended for permanent residential occupancy.
- C. For new construction, a minimum of four new dwelling units must be created; for rehabilitation or conversion of existing occupied structures, a minimum of four additional dwelling units must be added. Existing multifamily vacant housing that has been vacant for twelve months or more does not have to provide additional multifamily units.
- D. For rehabilitation or conversion of an existing building: the residential portion of the building fails to comply with one or more standards of the applicable building or housing codes, and the rehabilitation improvements shall achieve a condition of compliance with the applicable building and construction codes, or the building has been vacant for at least a year. If the property proposed to be rehabilitated is not vacant, an applicant shall provide each existing tenant housing of comparable size, quality and price and a reasonable opportunity to relocate.

At the time of application for a MFTE Conditional Agreement, the applicant will provide a letter attesting and documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate. The comparable housing requirements to be included in the MFTE Conditional Agreement:

- 1. The existing residential tenant(s) are to be provided housing of a comparable size and quality at a rent level meeting the Washington State definition of affordable to their income level. Specifically, RCW 84.14.010 defines "affordable housing" as residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty (30) percent of the household's monthly income. The duration of this requirement will be the length of the tenant's current lease plus one year.
- E. The project must comply with all applicable zoning requirements, land use regulations, design review requirements and building and housing code requirements contained in the Spokane Municipal Code at the time of new construction, rehabilitation or conversion.

Section 5. That SMC 8.15.050 is amended to read as follows:

8.15.050 Application Procedure – Fee

- A. The owner of property applying for exemption under this chapter shall submit an application to the director, on a form established by the director. The owner shall verify the application by oath or affirmation. The application shall contain such information as the director may deem necessary or useful, and shall include:
- B. information setting forth the grounds supporting the requested exemption including information indicated on the application form;
- C. a brief written description of the project and preliminary schematic site and floor plans of the multifamily units and the structure(s) in which they are proposed to be located; and
- D. a statement from the owner acknowledging the potential tax liability when the property ceases to be eligible for exemption under this chapter.
- E. In the case of rehabilitation or where demolition or new construction is required, the owner shall secure from the City, before commencement of rehabilitation improvements or new construction, verification of property noncompliance with applicable building and housing codes, including verification from the applicant documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate pursuant to SMC 8.15.040 D.
- F. At the time of initial application under this section, the applicant shall pay to the City an initial application fee as set forth in SMC 8.02.0695. If the City denies the application, the City will retain that portion of the fee attributable to its own actual administrative costs and refund the balance, if any, to the applicant.
- G. The director shall notify the applicant within thirty days of the application being filed if the director determines that an application is not complete and shall identify what additional information is required before the application will be complete. Within thirty days of receiving additional information, the director shall notify the applicant in writing if the director determines that the application is still not complete, and what additional information is necessary.
- H. An application shall be deemed to be complete if the director does not notify the applicant in writing by the deadlines in this section that the application is incomplete; however, a determination of completeness does not preclude the director from requiring additional information during the review process if more information is needed to evaluate the application according to the criteria in this chapter.
- I. The application shall be submitted any time before an application for a building or other housing related improvements or construction permits. ~~((However, an applicant for the multiple family housing property tax exemption may obtain an early start approval pursuant to SMC 17F.040.100 prior to the application for the tax exemption. The improvements made to the property pursuant to the early start approval shall not qualify for the exemption.))~~

Section 6. That SMC 8.15.060 is amended to read as follows:

8.15.060 Application Review – Issuance of Conditional ~~((Certificate))~~ Agreement-Denial – Appeal

- A. The director may approve the application for a conditional agreement if they find that:
1. a minimum of four new units are being constructed or in the case of occupied rehabilitation or conversion a minimum of four additional multi-family units are being developed including verification from the applicant documenting how the existing tenant(s) were/will be provided comparable housing and opportunities to relocate pursuant to SMC 8.15.040 D;
 - ~~((2. if applicable, the proposed multi-unit housing project meets the affordable housing requirements as described in SMC 8.15.090;))~~
 - ~~((3.))~~2. the proposed project is, or will be at the time of completion, in conformance with all local plans and regulations that apply at the time the application is approved;
 - ~~((4.))~~3. the owner has complied with all standards and guidelines adopted by the City under this chapter; and
 - ~~((5.))~~4. the site is located in a residential targeted area of an urban center that has been designated by the governing authority in accordance with procedures and guidelines indicated in RCW 84.14.040.
- B. The director shall approve or deny an application under this chapter within sixty days after receipt of the completed application.
1. If the application is approved, the applicant shall enter into a conditional ~~((contract))~~ agreement with the City, subject to approval by the city council, regarding the terms and conditions of the project and eligibility for exemption under this chapter.
 2. The city council's approval of the applicant's conditional ~~((contract))~~ agreement with the City shall take place within sixty days of the director's approval of the completed application.
 3. Upon city council approval of the contract, the director shall execute the contract as approved by the city council, and the director shall issue a conditional ~~((certificate of acceptance of tax exemption))~~ agreement.
 4. The conditional ~~((certificate))~~ agreement shall expire three years from the date of city council's approval unless an extension is granted as provided in this chapter.
- C. If the application is denied, the director shall state in writing the reasons for the denial and send notice of denial to the applicant at the address listed on the application within ten days of the denial.

- D. An applicant may appeal the director's denial of the application to the ~~((city council))~~ hearing examiner within thirty days of receipt of the denial.
1. The appeal before the ~~((city council))~~ hearing examiner will be based upon the record before the director, and the director's decision will be upheld unless the applicant can show that there is no substantial evidence on the record to support the director's decision.
 2. The ~~((city council's))~~ hearing examiner's decision on appeal is final.

Section 7. That SMC 8.15.070 is amended to read as follows:

8.15.070 Extension of Conditional ~~((Certificate))~~ Agreement

The conditional ~~((certificate))~~ agreement may be extended by the director for a period not to exceed twenty-four consecutive months. The applicant shall submit a written request stating the grounds for the extension together with the appropriate fee as set forth in SMC 8.02.0695 for the City's administrative cost to process the request. The director may grant an extension if the director determines that:

- A. the anticipated failure to complete construction or rehabilitation within the required time period is due to circumstances beyond the control of the owner; and
- B. the owner has been acting and could reasonably be expected to continue to act in good faith and with due diligence; and
- C. all the conditions of the ~~((original contract))~~ conditional agreement between the applicant and the City will be satisfied upon completion of the project.

Section 8. That SMC 8.15.080 is amended to read as follows:

8.15.080 Final Certificate – Application – Issuance – Denial and Appeal

- A. Upon completion of the rehabilitation improvements or new construction as provided in the contract between the applicant and the City, and upon issuance of a temporary certificate of occupancy, or a permanent certificate of occupancy if no temporary certificate is issued, the applicant may request a final certificate of tax exemption. The applicant shall file with the director such information as the director may deem necessary or useful to evaluate eligibility for the final certificate, and shall include:
 1. a statement of the amount of rehabilitation or construction expenditures by unit made with respect to each multi-family housing unit and the total expenditures made in the rehabilitation or construction of the entire property;

2. a description of the completed work and a statement that the rehabilitation improvements or new construction of the owner's property qualify the property for the exemption; and
 3. if applicable, a statement that the project meets the affordable housing requirements with the rent and income documentation as described in SMC 8.15.090; and
 4. a statement that the work was completed within the required three years of the issuance of the conditional ~~((certificate of tax exemption))~~ agreement.
- B. At the time of application for final certificate under this section, the applicant shall pay the appropriate fees as set forth in chapter 8.02 SMC
 - C. Within thirty days of receipt of all materials required for a final certificate, the director shall determine whether the completed work, and the affordability of the units, is consistent with the contract between the City and owner and is qualified for exemption under this chapter, and which specific improvements satisfy the requirements of this chapter.
 - D. If the director determines that the project has been completed in accordance with the contract between the applicant and the City and the requirements of this chapter, including, if applicable, affordable housing requirements, the City shall file a final certificate of tax exemption with the assessor within ten days of the expiration of the thirty-day period provided under subsection (C) of this section.
 - E. The director is authorized to cause to be recorded, or to require the applicant or owner to record, in the real property records of the Spokane county assessor, the contract with the City required under SMC 8.15.060(B), or such other document(s) as will identify such terms and conditions of eligibility for exemption under this chapter as the director deems appropriate for recording.
 - F. The director shall notify the applicant in writing that the City will not file a final certificate if the director determines that the project was not completed within the required three-year period or any approved extension, was not completed in accordance with the contract between the applicant and the City and the requirements of this chapter, if applicable, that the affordable housing requirements as described in SMC 8.15.090 were not met, or if the owner's property is otherwise not qualified.
 - G. If the director determines that the project has been completed in accordance with the ~~((contract))~~ conditional agreement between the applicant and the City and the requirements of this chapter, including, if applicable, affordable housing requirements, the City shall file a final certificate of tax exemption with the assessor within sixty days.

Section 9. That SMC 8.15.090 is amended to read as follows:

8.15.090 Exemption – Duration - Limits

- A. The assessed value of new housing construction, conversion and rehabilitation improvements qualifying under this chapter will be exempt from ad valorem property taxation as follows:
1. For purposes for which applications for certificates of tax exemption eligibility are submitted under this chapter the value is exempt for:
 - a. within the Spokane Targeted Investment Area eight successive years beginning January 1st of the year immediately following the calendar year of the recording of the Final certificate with Spokane County Assessor; ((or))
 - i. Student housing and congregate living housing can only qualify for the eight-year tax exemption;
 - b. within the Spokane Targeted Investment Area (STIA) and the Affordable Housing Emphasis Area twelve successive years beginning January 1st of the year immediately following the calendar year of the recording of the ((F)) final certificate of tax exemption with Spokane County Assessor;
 - c. For the property to qualify for the twelve-year exemption, the applicant must provide units as affordable by meeting or exceeding the following requirements: ((commit to renting or selling at least twenty percent of the multi-family housing units as affordable housing units to low and moderate-income households)).
 - i. For projects of 4-11 new housing units the applicant must commit to renting or selling at least twenty-five percent of the multi-family housing units as affordable housing units to low and moderate-income households.
 - ii. For projects of 12 or more new housing units the applicant must commit to renting or selling at least thirty percent of the multi-family housing units as affordable housing units to low and moderate-income households.
 - iii. In the case of projects intended exclusively for owner occupancy, the requirement for a minimum of twenty percent of the units to be affordable under this subsection may be

satisfied solely through housing affordable to moderate-income households;((-))

iv. Properties within the Affordable Housing Emphasis Area are not eligible to convert the final certificate of tax exemption to an eight year market rate certificate of tax exemption.

d. within the Spokane Targeted Investment Area (STIA) and the Affordable Housing Emphasis Area twenty successive years beginning January 1st of the year immediately following the calendar year of the recording of the Final certificate with Spokane County Assessor;

i. For the property to qualify for the twenty year exemption under this section, at least twenty-five percent of the units must be sold to a qualified nonprofit or local government partner that will assure permanent affordable homeownership. The remaining seventy-five percent of units may be rented or sold at market rates;

ii. Permanently affordable homeownership units must be sold to low income households earning no more than 80 percent of the area median income.

B. The exemption does not apply to the value of land, commercial uses, or non-permanent housing related improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and non-qualifying improvements, or to increases made by lawful order of the Spokane County board of equalization, the Washington State department of revenue, state board of tax appeals, or Spokane County, to a class of property throughout the county or a specific area of the county to achieve uniformity of assessment or appraisal as required by law. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to ~~((submission of the completed application required under this chapter))~~ the exemption beginning.

C. Units within the 12-yr and 20-yr programs that are set side for low and moderate income household must:

1. be dispersed throughout the building and distributed proportionally among the buildings;
3. not be clustered in certain sections of the building or stacked;
4. be comparable to market-rate units in terms of unit size and leasing terms;
5. be comparable to market-rate units in terms of functionality and building amenities and access.

D. At the end of both the tenth and eleventh years for twelve-year exemptions, applicants must provide tenants of rent-restricted units with notification of intent to provide the tenant with rental relocation assistance as provided in SMC 8.15.090.

1. Except as provided in subsection SMC 8.15.090 D.2 below, for any twelve-year exemption authorized pursuant to SMC 8.15.090 after July 25, 2021, at the expiration of the exemption the applicant must provide tenant relocation assistance in an amount equal to one month's rent to a qualified tenant within the final month of the qualified tenant's lease. To be eligible for tenant relocation assistance under this subsection, the tenant must occupy an income-restricted unit at the time the exemption expires and must qualify as a low-income household under this chapter at the time relocation assistance is sought.
- (2) If affordability requirements consistent, at a minimum, with those required for twelve-year exemptions, remain in place for the unit after the expiration of the exemption, relocation assistance in an amount equal to one month's rent must be provided to a qualified tenant within the final month of a qualified tenant's lease who occupies an income-restricted unit at the time those additional affordability requirements cease to apply to the unit.
- (3) No new exemptions may be provided under this section beginning on or after January 1, 2032.

Section 10. That SMC 8.15.100 is amended to read as follows:

8.15.100 Annual Certification and Affordability Certification

- A. Within ~~((thirty days of the anniversary of the date the final certificate of))~~ thirteen (13) months of the tax exemption ((was recorded at the County)) beginning and each year thereafter on February 1, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:
1. A statement of occupancy, use of the property/unit, income and rents for qualifying 12-year and 20-year and vacancy of the multi-family units during the previous year.
 2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of filing of the

final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and

3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income, rent and utility cost, of each ~~((initial tenant))~~ qualifying as low and moderate-income in order to comply with ~~((the twenty percent))~~ requirement of SMC 8.15.090(A)(2)(b) and RCW 84.14.020(1)(ii)(B).
 - a. The required annual reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes, rents, and utility costs of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
 4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.
- B. Failure to submit the annual report and declaration may result in cancellation of the tax exemption.

Section 11. That SMC 8.15.110 is amended to read as follows:

8.15.110 Cancellation of Tax Exemption – Appeal

- A. If at any time the director determines that the property no longer complies with the terms of the contract or with the requirements of this chapter, or for any reason no longer qualifies for the tax exemption, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to RCW 84.14.110 or other applicable provisions of state law.
- B. In the case of multi-family housing units rented as affordable housing, ~~((twenty percent of))~~ qualifying units as defined in the final certificate of exemption or in SMC 8.15.090(A)(2)(b) ((of the units)) must be available to be rented to qualified low and moderate-income tenants at all times during the entire ~~((twelve-year))~~ exemption period. While ~~((an individual tenant's))~~ household's income may rise above the low and moderate-income level during the exemption period, the property owner must demonstrate that subsequent or different tenants of those affordable units do meet the income level requirements for the remainder of the exemption period.
- C. If after the issuance of a final ~~((tax))~~ certificate of tax exemption multi-family housing units rented as affordable housing fail to satisfy the requirements for the affordable housing tax exemption and the number of units fall below the ~~((twenty))~~ percentage requirements, the ~~((extended twelve-year tax))~~ exemption

period shall expire, unless the affordable housing units are within the Spokane Targeted Investment Area. Properties or units failing to satisfy the affordable requirement of SMC 8.15.090(A)(2)(b) within the Spokane Targeted Investment Area ((and the tax exemption period)) shall be converted and limited to eight years from the date of the issuance of the final certificate of tax exemption and a new final certificate of tax exemption will need to be recorded by the Spokane county assessor.

- D. If the property owner sells the affordable multi-family housing units, the new property owner shall file with the City a report indicating that the unit was purchased at a value affordable to low and moderate-income in order to continue to comply with the ~~((twenty percent))~~ affordability requirement of SMC 8.15.090(A)(1)(b) and RCW 84.14.020(1)(ii)(B). If the unit was not sold at a level affordable to low and moderate-income household, a request to cancel the exemption needs to be filed with the City within 60 days. If the unit is within the Spokane Targeted Investment Area, a request to convert the remaining term of exemption to an 8-year exemption is allowable, if the remain term is less than eight years, unless the remaining term would exceed eight years.
- E. If the owner intends to convert the multi-family housing to another use, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the owner must notify the director and the Spokane county assessor within sixty days of the change in use or intended discontinuance.
1. Upon such change in use or discontinuance, the tax exemption shall be canceled and additional taxes, interest and penalty imposed pursuant to state law.
- F. Upon determining that a tax exemption shall be canceled, the director, on behalf of the city council, shall notify the property owner by certified mail, return receipt requested.
1. The property owner may appeal the determination by filing a notice of appeal with the city clerk within thirty days, specifying the factual and legal basis for the appeal.
 2. The hearing examiner will conduct a hearing pursuant to chapter 17G.050 SMC at which all affected parties may be heard and all competent evidence received.
 3. The hearing examiner will affirm, modify or repeal the decision to cancel the exemption based on the evidence received. The hearing examiner shall give substantial weight to the director's decision and the burden of overcoming that weight shall be upon the appellant.
 4. An aggrieved party may appeal the hearing examiner's decision to the Spokane county superior court as provided in RCW 34.05.510 through RCW 34.05.598.
- G. If after the issuance of a final tax certificate an owner-occupied multi-family housing unit that initially qualified as a low or moderate-income unit is sold at market rate and no longer qualifies as an affordable housing unit, that unit may lose its tax exempt status and all prior exempt taxes and penalties and interest shall become a lien on the property per RCW 84.14.110 and the subsequent

owner shall no longer qualify for the tax exemption. The remaining units' tax exemption status shall not be affected.

- H. The City may adopt administrative policies and procedures to implement the reporting requirement for this section which are not inconsistent the provisions of chapter 8.15 SMC and chapter 84.14 RCW.
- I. A determination by the director to discontinue an exemption period may be appealed pursuant to SMC 8.15.110.

Section 12. That SMC 8.15.120 is amended to read as follows:

8.15.120 ((2017-2018)) 2022 SMC Amendments and Expiration of Program

With the ((2017)) 2022 amendments to the program, staff will work with applicants who have previously approved conditional ((contracts)) agreements, who have not applied for a final certificate of exemption. ((Both eight and twelve year)) Conditional agreement ((contracted)) projects can apply for a final certificate of exemption under the amended code. Those projects will qualify for a term of exemption that the project can now meet. This does not apply to contracts that have been completed a final certificate of exemption.

~~((The program established by this chapter shall expire December 31, 2028, unless repealed or extended by the city council by ordinance.))~~ Pursuant to RCW 84.14.020(9), no new exemptions may be provided under Chapter 84.14 RCW beginning on or after January 1, 2032. No extensions may be granted under RCW 84.14.020 (6) on or after January 1, 2046. Upon expiration, no further applications for a conditional ((certificate of tax exemption)) agreement shall be accepted. Incomplete applications shall be returned to the applicant. Pending complete applications for a conditional ((certificate)) agreement, extension of conditional ((certificate)) agreement, and final certificate of tax exemption shall be processed as provided in this chapter.

Section 13. That SMC 8.15.140 is amended to read as follows:

8.15.140 Project Parking Requirements

- A. Projects for which ((an MFE)) conditional application has been approved pursuant to SMC 08.15.060 are exempt from the minimum off-street parking requirements of SMC 17C.230.110 if they are located within an area zoned for one of the center and corridor uses described in chapter 17C.122, SMC.
- B. For mixed-use projects, the exemption stated in paragraph A of this section does not apply to the non-residential portions of the project; total minimum off-street parking requirements for such projects are calculated using the non-residential uses and square footages as shown in Tables 17C.230-1 and 17C.230-2.

PASSED BY THE CITY COUNCIL ON _____, 2022.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Urban Experience – July 2022

Submitting Department	Planning and Economic Development
Contact Name & Phone	Teri Stripes, ext 6597, Steve MacDonald and Spencer Gardner
Contact Email	Tstripes@spokanecity.org
Council Sponsor(s)	MFTE Update Committee: CP Beggs, CM Bingle and CP Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: <u>10-20 minutes</u>
Agenda Item Name	Multi-Family Tax Exemption Ordinance Recommended Update
Summary (Background)	<p>We will be bringing forward for Council consideration:</p> <p>An ordinance relating to Multi-Family Property Tax Exemption (MFTE); amending SMC sections 8.02.0695, 8.15.020, 8.15.030, 8.15.040, 8.15.050, 8.15.060, 8.15.070, 8.15.080, 8.15.090, 8.15.100, 8.15.110, 8.15.120, and 8.15.140.</p> <p>The Washington State Legislature adopted E2SSB 5287 during the 2021 legislative session, which requires us incorporate new requirements within in Chapter 8.15 SMC.</p> <p>This ordinance amends various provisions of Chapter 8.15 SMC regarding MFTE in order to incorporate and comply with the changes to the Chapter 84.14 RCW, the MFTE Update Committee's recommendation, and housekeeping changes.</p>
Proposed Council Action & Date:	<p>We will be seeking setting the of a Hearing on July 25</p> <p>Please see the attached MFTE Update Committee and Staff Recommendations document. This document highlights the significant recommended changes to be consider.</p> <p>The attached Ordinance captures the housekeeping changes, those changes required by E2SSB 52787, and the MFTE Update Committee's recommendations.</p> <p>Also attached is the Spokane Targeted Investment Area Map</p>
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities?	

Economic Development Strategy Update and MFTE Boundaries

The updated strategy focuses the City's investments to our most economically distressed census tracts. The Spokane Targeted Investment Area (STIA) boundary is based on qualified census tracts as defined by the Community Development Financial Institutions Fund (CDFI) of the U.S. Treasury for the New Markets Tax Credit Program (NMTC). Census tracts are qualified if they have: high poverty (20% or more), and/or low Median Family Income (<80% AMI), and/or high unemployment (> 1.5X National rate). The CDFI maps these census tracts for the NMTC program and updates them every few years in between the decennial census. Spokane has 34 Census Tracts that qualify for NMTC benefits.

SMC 08.15 Multi- Family Housing Property Tax Exemption

A. The purposes of this chapter are to:

1. encourage more multi-family housing opportunities, including affordable housing opportunities, within the City;
2. stimulate the construction of new multifamily housing and the rehabilitation of existing vacant and underutilized buildings for multi-family housing;
3. increase the supply of mixed-income multifamily housing opportunities within the City;
4. accomplish the planning goals required under the Growth Management Act, chapter 36.70A RCW, as implemented from time to time by the City's current and future comprehensive plans;
5. promote community development, neighborhood revitalization, and availability of affordable housing;
6. preserve and protect buildings, objects, sites and neighborhoods with historic, cultural, architectural, engineering or geographic significance located within the City; and
7. encourage additional housing in areas that are consistent with planning for public transit systems.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

RCW 84.14.100

Report—Filing—Department of commerce audit or review—Guidance to cities and counties. (Expires January 1, 2058.)

(1) Thirty days after the anniversary of the date of the certificate of tax exemption and each year for the tax exemption period, the owner of the rehabilitated or newly constructed property, or the qualified nonprofit or local government that will assure permanent affordable homeownership for at least 25 percent of the units for properties receiving an exemption under RCW 84.14.021, must file with a designated authorized representative of the city or county an annual report indicating the following:

(a) A statement of occupancy and vacancy of the rehabilitated or newly constructed property during the twelve months ending with the anniversary date;

(b) A certification by the owner that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the certificate approved by the city or county;

(c) A description of changes or improvements constructed after issuance of the certificate of tax exemption; and

(d) Any additional information requested by the city or county in regards to the units receiving a tax exemption.

(2) All cities or counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, must report annually by April 1st of each year, beginning in 2007, to the department of commerce. A city or county must be in compliance with the reporting requirements of this section to offer certificates of tax exemption for multiunit housing authorized in this chapter. The report must include the following information:

- (a) The number of tax exemption certificates granted;**
- (b) The total number and type of units produced or to be produced;**
- (c) The number, size, and type of units produced or to be produced meeting affordable housing requirements;**
- (d) The actual development cost of each unit produced;**
- (e) The total monthly rent or total sale amount of each unit produced;**
- (f) The annual household income and household size for each of the affordable units receiving a tax exemption and a summary of these figures for the city or county; and**
- (g) The value of the tax exemption for each project receiving a tax exemption and the total value of tax exemptions granted.**

(3)(a) The department of commerce must adopt and implement a program to effectively audit or review that the owner or operator of each property for which a certificate of tax exemption has been issued, except for those properties receiving an exemption that are owned or operated by a nonprofit or for those properties receiving an exemption from a city or county that operates an independent audit or review program, is offering the number of units at rents as committed to in the approved application for an exemption and that the tenants are being properly screened to be qualified for an income-restricted unit. The audit or review program must be adopted in consultation with local governments and other stakeholders and may be based on auditing a percentage of income-restricted units or properties annually. A private owner or operator of a property for which a certificate of tax exemption has been issued under this chapter, must be audited at least once every five years.

(b) If the review or audit required under (a) of this subsection for a given property finds that the owner or operator is not offering the number of units at rents as committed to in the approved application or is not properly screening tenants for income-restricted units, the department of commerce must notify the city or county and the city or county must impose and collect a sliding scale penalty not to exceed an amount calculated by subtracting the amount of rents that would have been collected had the owner or operator complied with their commitment from the amount of rents collected by the owner or operator for the income-restricted units, with consideration of the severity of the noncompliance. If a subsequent review or audit required under (a) of this subsection for a given property finds continued substantial noncompliance with the program requirements, the exemption certificate must be canceled pursuant to RCW [84.14.110](#).

(c) The department of commerce may impose and collect a fee, not to exceed the costs of the audit or review, from the owner or operator of any property subject to an audit or review required under (a) of this subsection.

(4) The department of commerce must provide guidance to cities and counties, which issue certificates of tax exemption for multiunit housing that conform to the requirements of this chapter, on best practices in managing and reporting for the exemption programs authorized under this chapter, including guidance for cities and counties to collect and report demographic information for tenants of units receiving a tax exemption under this chapter.

(5) This section expires January 1, 2058.

[[2021 c 187 § 5](#); [2012 c 194 § 9](#); [2007 c 430 § 10](#); [1995 c 375 § 13](#).]

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

[Title 08](#) Taxation and Revenue

[Chapter 08.15](#) Multiple-family Housing Property Tax Exemption

[Section 08.15.100](#) **Annual Certification and Affordability Certification**

Within thirty days of the anniversary of the date the final certificate of tax exemption was recorded at the County and each year thereafter, for the tax exemption period, the property owner shall file a certification with the director, verified upon oath or affirmation, which shall contain such information as the director may deem necessary or useful, and shall include the following information:

1. A statement of occupancy and vacancy of the multi-family units during the previous year.
2. A certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in [SMC 8.15.090](#) since the date of filing of the final certificate of tax exemption, and continues to be in compliance with the contract with the City and the requirements of this chapter; and
3. If the property owner rents the affordable multi-family housing units, the property owner shall file with the City a report indicating the household income of each initial tenant qualifying as low and moderate-income in order to comply with the twenty percent requirement of [SMC 8.15.090\(A\)\(2\)\(b\)](#) and RCW 84.14.020(1)(ii)(B).
 - a. The reports shall be on a form provided by the City and shall be signed by the tenants.
 - b. Information on the incomes of occupants of affordable units shall be included with the application for the final certificate of tax exemption, and shall continue to be included with the annual report for each property during the exemption period.
4. A description of any improvements or changes to the property made after the filing of the final certificate or last declaration, as applicable.

B. Failure to submit the annual declaration may result in cancellation of the tax exemption.

Date Passed: Monday, August 21, 2017

Effective Date: Saturday, October 7, 2017

ORD C35524 Section

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Comprehensive Plan Land Use Policies:

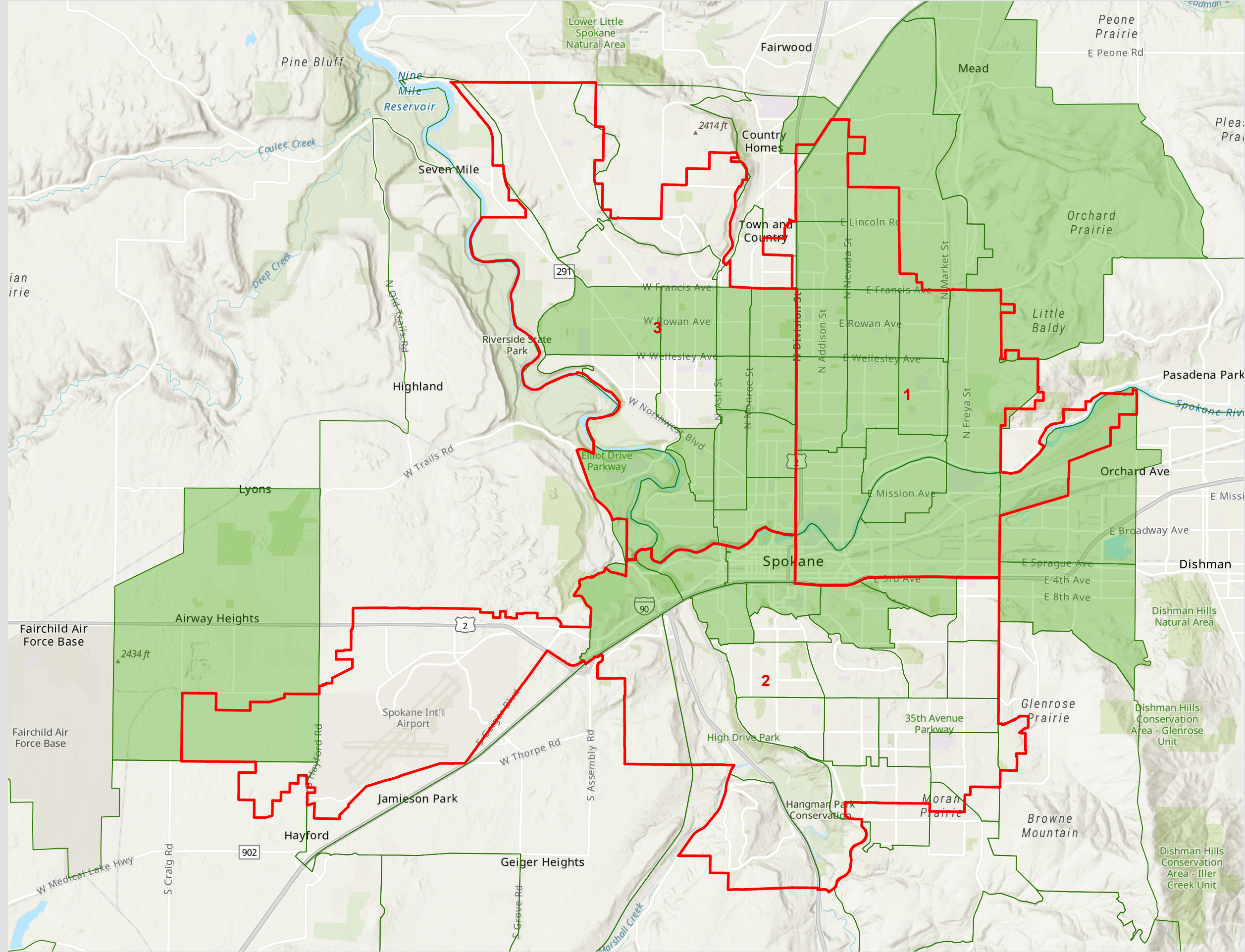
- LU 1.4 Higher Density Residential Uses
- LU 3.5 Mix of Uses in Centers
- LU 4.2 Land Uses That Support Travel Options and Active Transportation
- LU 4.6 Transit-Supported Development

Comprehensive Plan Housing Policies:


- H 1.9 Mixed-Income Housing
- H 1.4 Use of Existing Infrastructure
- H 1.10 Lower-Income Housing Development Incentives
- H 1.11 Access to Transportation
- H 1.18 Distribution of Housing Options

Comprehensive Plan Economic Development Policies:


- ED 2.4 Mixed-Use
- ED 7.4 Tax Incentives for Land Improvement




Spokane Targeted Investment Area

 City Council District

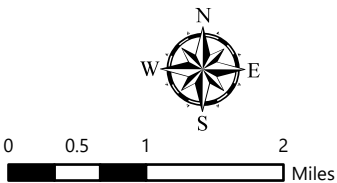
NMTC Qualified?

 Yes

 No

** The census tracts shown on this map represent the 2010 Census tracts and uses data from the American Communities Survey 2011-2015 Five-Year Average, the currently-adopted standard for determining whether a Tract qualifies for New Market Tax Credit applications.*

At some time in the future, the program will be updated to utilize more recent data. Until then, this map represents the qualifying data used to determine NMTC eligibility, as of the date of this map (shown at bottom).



Map Date: 6/1/2022 10:45 AM

Path: H:\Planning\Projects-Current\GIS (General)\NMTC Layer\NMTC Layer.aprx



Agenda Sheet for City Council Meeting of:
08/01/2022

<u>Date Rec'd</u>	7/21/2022
<u>Clerk's File #</u>	ORD C36248
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JOHNNIE PERKINS X6502	<u>Project #</u>	
<u>Contact E-Mail</u>	JPERKINS@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 - URBAN CAMPING COMPLIANCE ORDINANCE		

Agenda Wording

Preserving public use of public spaces and regulating camping within the City while encouraging persons experiencing homelessness to utilize available low barrier shelters and access services necessary to exit homelessness.

Summary (Background)

The City of Spokane has both the broad authority and responsibility to regulate public property pursuant to Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020; and many individuals have resorted to using City Park property, public sidewalks under or near downtown viaducts and locations adjacent to the Spokane River and its tributary Latah Creek, for camping, storage of personal belongings and/or for intermittent living accommodation.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	ALLERS, HANNAHLEE	<u>Study Session\Other</u> 7/11 Public Safety
<u>Division Director</u>		<u>Council Sponsor</u> CM Cathcart; CM Bingle
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		mcathcart@spokanecity.org
<u>For the Mayor</u>		jbingle@spokanecity.org
<u>Additional Approvals</u>		
<u>Purchasing</u>		

ORDINANCE NO. C-36248

AN ORDINANCE relating to the Protection of Public Lands and Properties; amending Sections 12.02.1002, 12.02.1010, 12.02.1012 and 12.02.1014 of Article VI of Title 12.02 of the Spokane Municipal Code; and amending section 10.10.026 of the Spokane Municipal Code.

Whereas, protecting the health, safety and lives of its residents is the primary purpose of city government; and

Whereas, the City also has a stewardship over its public lands and properties and a responsibility to set reasonable rules that will safeguard and protect those public lands and properties; and

Whereas, the City of Spokane has both the broad authority and responsibility to regulate public property pursuant to Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020; and

Whereas, City-owned public lands and properties are generally intended for the safe and sanitary use by the broader public to gather, to move freely and safely about, and to engage in diverse activities all of which are inconsistent with a campground and camping activity the adverse impacts of which include, but are not limited to, unsanitary and/or unsafe conditions (i.e., human and food waste, drug paraphernalia, general litter, fire hazards, etc.); and

Whereas, many individuals have resorted to using City Park property, public sidewalks under or near downtown viaducts and locations adjacent to the Spokane River and its tributary Latah Creek, for camping, storage of personal belongings and/or for intermittent living accommodation; and

Whereas, City Park space is preserved and maintained to help benefit the physical and mental health and enjoyment of the public with freely accessible sanitary and safe outdoor spaces, and is at the center of resilient and equitable cities like Spokane; and

Whereas, camping interferes with park preservation, maintenance and equitable public use of these protected public properties; and

Whereas, public rights of way (ROW), including sidewalks, are intended for safe and sanitary shared use by a diverse community of users including businesses, government and the general public for gathering, movement of people and goods/services, ROW maintenance, cleaning and preservation services; and that this diverse population of public sidewalk users includes, by way of example, people who use differing modes of transportation including families with children in strollers and disabled individuals who use a variety of devices to facilitate mobility, such as people who, as a result of sensory, mental, or physical disability, utilize a wheelchair, walker, cane, scooter or other device to move from place to place; and vision impaired individuals who rely on

the use of canes in combination with nonvisual tactile cues (i.e., touching building walls and railroad/highway underpass walls adjacent to sidewalks), to scan for obstacles or orientation marks; and

Whereas, camping and/or storage of personal belongings on sidewalks interferes with these shared uses, particularly when the conduct occurs in viaduct locations where infrastructure already limits shared use in confined spaces, and where camping also disrupts the safe flow of pedestrian movement by creating dangerous street crossing on high volume streets by individuals avoiding these viaducts, and additionally presents serious risk of damage to viaduct infrastructure; and

Whereas, riparian areas along the Spokane River and Latah Creek have been severely damaged by camping activity, and have experienced the ongoing destruction of foliage through fires, foot traffic and the regular and ongoing discharge of large amounts of refuse, human waste and drug paraphernalia left along the river banks and introduced into the water; and

Whereas, it is critical that City staff be given the authority to immediately remove camps that endanger human lives, critical infrastructure and the City's natural assets without having to wait for irreparable harm to occur; and

Whereas, the City Council finds that there are camping situations that create a substantial danger or risk of harm that requires immediate removal of the camper and personal property in order to prevent substantial harm to individuals, public property, and/or to the health and/or safety of the environment and/or the public. These camping situations include but are not limited to camps located on City owned/operated park property, underneath the downtown railroad viaducts and riparian zones consisting of areas along the Spokane River and Latah Creek; and

Whereas, there are significant adverse impacts caused by camping activity concentrated around congregate homeless shelters which impacts Spokane's most vulnerable, particularly individuals attempting to escape homelessness. The predatory behavior of drug dealing directly undermines the community's efforts to provide meaningful assistance and long-term resolution to the problem of individuals living unsheltered; and

Whereas, it is the intent of this chapter to provide protection in areas of Spokane where homeless shelters operate, and to interrupt the negative impacts of camping in areas where individuals are receiving services; and

Whereas, this ordinance intends to prohibit camping within the City while encouraging persons experiencing homelessness to utilize available low barrier shelters and access community services available at Spokane Community Court; and

Whereas, Spokane's Community Court has been recognized by the Center for Court Innovation as a model for successful problem-solving courts; and that participants

are able to access services that include case management, substance abuse treatment, mental health care and housing referrals; and

Whereas, Spokane's Community Court does not penalize homelessness, but rather serves as a mechanism for assisting unsheltered persons to access and engage in the services and programming that assist individuals in exiting homelessness and through diversion, allows participants the opportunity to change their trajectory without a criminal conviction; and

Whereas, it is constitutionally permissible for cities to enforce a criminal violation established pursuant to an ordinance that sets restrictions on camping regardless of shelter availability; and

Whereas, the City Council finds that the regulatory requirements within this ordinance are necessary to promote public health, safety and welfare by preserving public use of public spaces for which they are intended;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That 12.02 SMC is amended to read as follows:

Section 12.02.1000 Purpose

- A. The City of Spokane is committed to protecting its public lands and all of the properties within its geographical boundaries over which it exercises stewardship, including but not limited to parks, trees, natural areas, conservation lands and the Spokane River and Latah Creek from potential health and safety hazards which result from unregulated human activity. Damage to the natural foundation of public lands and properties threatens the safety of the community.
- B. It is the purpose of this chapter to set standards for the preservation of public lands and properties that prevent such harms from destroying these natural assets. It is also the purpose of this chapter to promote the public health, safety and general welfare of citizens by providing protection to public lands and properties from the detrimental effects of unregulated human activity which is not subject to the environmental restrictions of Chapter 17E SMC.

Section 12.02.1002 Definitions

The following definitions are applicable in this chapter unless the context otherwise requires:

- A. "Camp" means to pitch, erect or occupy camp facilities, or to use camp paraphernalia or both, for the purpose of, or in such a way as will facilitate, outdoor

sheltering for living accommodation purposes or for remaining outdoors overnight, or using a camper, recreational vehicle, trailer, or other vehicle for living accommodation purposes or for the purpose of remaining overnight.

B. “Camp Facilities” include, but are not limited to, tents, huts, temporary shelters, campers, recreational vehicles, trailers and cars.

C. “Camp Paraphernalia” includes but is not limited to tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.

~~“Camp” or “camping” shall mean residing on or using public property for living accommodation purposes, as exemplified by remaining for prolonged or repetitious periods of time not associated with ordinary use of such public property with one’s personal possessions (including but not limited to clothing, sleeping bags, bedrolls, blankets, sheets, cots, tarpaulins, hammocks, luggage, backpacks, kitchen utensils, cookware, or similar material), sleeping or making preparations to sleep, storing personal belongings as above defined, regularly cooking or consuming meals. This ordinance will not be enforced if there is no available shelter space for the individual/s engaging in otherwise prohibited camping conduct.~~

D. “Congregate Shelter” means any private or public facility that provides short-term or contingency communal living including, but not limited to, any homeless shelter.

E. “Park or Park Facility” means any real property, building, structure, equipment, sign, shelter, swimming pool, vegetation, playground, or other physical property owned or controlled by the City for park purposes. Park or Park Facility includes all associated areas, including but not limited to parking lots for parks and pools. Unless constructed or designated as a part of such Park Facility, adjacent buffer lands, undeveloped property, conservation lands and natural areas shall not be considered to be a “Park Facility” for purposes of this chapter.

~~((B-))~~ F. “Public Property” shall mean any City-owned property including but not limited to parks, riverbanks, waterways, conservation areas, natural areas, rights of way, easements, buildings, bridges, or other land or physical structures owned or managed by the City or other governmental agency.

~~((G-))~~ G. “Public Tree” is a tree on City-owned property or on the public right-of-way abutting City-owned property. A public tree may also be a street tree. “City-owned property” does not refer to the right-of-way.

H. “Right-of-Way” means any street, avenue, boulevard, highway, sidewalk, alley, passageway, or other thoroughfare, whether abutting public or private property, used for vehicular or pedestrian travel.

((D-)) I. "Street Tree" means any tree or shrub located within the public Right-of-Way.

Section 12.02.1004 Injury to Tree on Public Property - Violation

No person may destroy, injure, or deface any Street Tree or Public Tree on Public Property by any means.

Section 12.02.1006 Unlawful Burning on Public Property

- A. A person is guilty of unlawful burning on Public Property if he or she knowingly causes a fire on Public Property.
- B. A violation of this section is a misdemeanor.
- C. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail.
- D. With the exception of those who do not meet the criteria for acceptance into Spokane Community Court, individuals subject to enforcement under this chapter shall be directed to Spokane Community Court by officer referral.

Section 12.02.1008 Unlawful Disposal of Litter on Public Property

No person may place, throw, deposit or otherwise dispose of litter in any public place, public park or in the waters within the City limits, as provided in SMC 10.08.010.

Section 12.02.1010 Unauthorized Camping – Prohibitions ~~on Public Property – Violation~~

A. Camping Prohibited on City-Owned Property

It is unlawful to camp or store personal property, including Camp Facilities and Camp Paraphernalia, or to have unauthorized encampments, on any City-owned property. Violation of this section is a misdemeanor. Except as provided in (B) and (C) of this section where camping is prohibited at all times, enforcement of the camping prohibition on any other City-owned property is subject to the available shelter requirement imposed by the legal precedent of Martin v. City of Boise, 920 F.3d 584, 617, N.8 (9th Cir. 2019), cert. den., 140 U.S. 674 (2019).

B. Camping Prohibited At All Times In Designated Areas

At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including Camp Facilities and Camp Paraphernalia, or to have unauthorized encampments, at any time in the following locations:

1. Under any railroad viaduct and within 100 feet of one as set out in the attached map at (Attachment pdf);
2. Any City-owned Park or Park Facility;
3. Any portion of land within 35 feet of the river water edge of the Spokane River or Latah Creek regardless of the season;
4. In any location within the Downtown Business Improvement District and Downtown Police Precinct Boundary, designated in the map set forth in Attachment A, (hyperlinked here); and
5. Within half a mile from any City-supported Congregate Shelter.

Violation of this section is a misdemeanor and shall be enforced at all times regardless of shelter availability.

C. Camping Prohibited Where it Creates a Substantial Danger or Unreasonable Risk of Harm

At all times, regardless of the availability of shelter, it is unlawful to Camp where such activity creates an unreasonable risk of harm or poses a substantial danger to the community, such as on the Right-of-Way where there is congested foot traffic adjacent to streets; or due to the potential for fires, damage to infrastructure or any other safety hazard; or where such activity poses a substantial health or safety risk to any person for any reason. In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1012(C). Violation of this section is a misdemeanor and shall be enforced at all times regardless of shelter availability.

~~A. No person may camp in or upon any public property including, but not limited to, conservation lands and natural areas abutting the Spokane River and its tributaries unless specifically authorized by declaration of the Mayor in emergency circumstances.~~

~~B. A violation of this section is a misdemeanor.~~

~~C. Unless otherwise subject to custodial arrest under RCW 10.31.100, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail.~~

~~D. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be directed to community court by officer referral.~~

Section 12.02.1012 Removal of Unauthorized Encampments and Individual Camps.

Upon a determination by a law enforcement or City Code Enforcement officer that an area constitutes an unauthorized encampment, or that an individual is engaged in unlawful camping or storage of personal property, the personal property, camping paraphernalia, camp facilities, and all other property, contraband, litter, and solid waste may be removed according to the following procedures:

A. Unoccupied Encampments

1. Written Notice Required Prior to Removal

For unoccupied encampments, written notice of removal will be posted on each tent and/or in any other distinct areas of the encampment. Reasonable efforts should be made to ensure that campers who are known to have difficulties understanding a written notice (whether because they are non-English speakers or impaired in some other way) receive the notice in a manner that is clear.

a. Contents of Notice

The written notice will provide the following notifications:

1. Campers must remove all their belongings from the site within 48 hours.
2. Campers should not leave behind any items they want to keep.
3. Campers unable to remove their belongings in time due to disability or an equivalent hindrance may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd), to make a request for special assistance. The request will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable. Campers should not assume that a request for assistance will be approved or that the City will be able to accommodate the request.
4. Campers may call 311 or visit MySpokane at Spokane City Hall (808 W. Spokane Falls Blvd) to inquire about whether items that were left at an encampment have been stored. Campers may retrieve their belongings without fear of arrest solely on the basis that they are retrieving their belongings.
5. Campers wishing to minimize the risk of losing valued possessions in removals should always keep such items, to the extent possible, in visible, sanitary, and safely accessible bags or bins.
6. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour period, the notice may be disregarded, and a new notice may then be posted.

7. Basic contact information for campers seeking shelters or social services.

2. Cleanup of Unoccupied Encampments

After 48 hours, the City will clean up the site within a reasonable period of time.

- a. Any campers who are present at that time will be directed to remove their belongings from the site.
 1. Items that a camper leaves behind will be deemed abandoned.
 2. Requests for additional time or assistance to remove items will be evaluated for reasonableness, and if reasonable, accommodated to the extent practicable.
- b. City staff, as designated by the Director of Code Enforcement, will conduct an inspection for any remaining, unclaimed items, to the extent this can be done safely. An inspection may be narrowed or terminated for one or more of the following reasons that render further inspection unsafe:
 1. presence of one or more hypodermic needles (especially if uncapped);
 2. strong odor or visual indication of unsanitary condition (e.g., biological waste) permeating a tent or space;
 3. a tent or space that is soaked in liquid or mud;
 4. any other similar indication that further inspection or manipulation would be unsafe.
- c. Unclaimed items found in an inspection will be initially eligible for storage if and only if:
 1. circumstances indicate that the item belongs to a person;
 2. the item has apparent utility in its current condition and circumstances;
and
 3. the item can be safely retrieved from the site.

Examples of potentially storable items include: identification, medication stored in medication bottles with identifying information, art, art supplies, musical instruments, and items that reasonably

appear to have sentimental value in their current condition. An item need not be in new or perfect condition to have apparent utility.

- d. An eligible item found in an inspection will be put into storage, unless it is determined to meet one of the following disqualifying conditions:
 1. hazardous (e.g., items contaminated with human waste, explosives, moldy items);
 2. likely to become hazardous in storage (e.g., perishables, wet materials that might become moldy, items covered in mud);
 3. practically un-storable, due to large size, weight, or other similar characteristic;
 4. contraband or stolen;
 5. is on the City's current list (as published on the City's website) of common types of items that, in the experience of City staff, campers regularly abandon during encampment removals, and there is no contrary indication as to the specific item.
- 2) Any items taken into storage will be kept in storage for up to 60 days. In addition to information already available on the notice, information about how stored items can be retrieved shall be available on the City's website.
3. If the City does not clean up the site within a reasonable period of time, not to exceed five business days from expiration of the 48-hour notice period, the notice may be disregarded, and a new notice may then be posted.
4. Stored items may be retrieved from storage based on a description with sufficient specificity to demonstrate ownership.

B. Occupied Encampments

For occupied encampments, when shelter space is available, the City will provide campers with shelter and service information while expediting cleanup and removal of the site.

1. Campers will be directed to remove their belongings from the site.
 - a. Items that a camper leaves behind will be deemed abandoned.

- b. Requests for additional time or assistance to remove items will be evaluated for reasonableness and, if reasonable, accommodated to the extent practicable.
2. A separate and unclaimed portion of an otherwise occupied encampment will be treated as an unoccupied encampment per Section A above.

C. Prioritized Removals Expedited

1. The City will prioritize and expedite the removal of an encampment, whether occupied or unoccupied, if any of the following conditions are observed or reasonably suspected in connection with an encampment:
 - a. physical threats or violence;
 - b. criminal activity not inherent in the act of unauthorized camping (e.g., drug use or sales, theft, sex trafficking);
 - c. a condition that significantly increases the likelihood of disease or the spread of disease (e.g., rodents, exposed meat, human waste);
 - d. a condition that presents a significant risk of bodily injury or death (e.g., discarded needles, vehicular traffic, weapons);
 - e. any other substantial threat to public health or safety;
 - f. damage (including potential or foreseeable damage) to the natural environment of environmentally critical areas;
 - g. significant amounts of trash;
 - h. significant disruption to a primary intended use of public property (e.g., blocking a doorway, on a sports field or court; obstructing a large portion of a sidewalk); or
 - i. occupation of an area in which the public is not allowed to be present during the times camping is occurring.
2. Any of the factors enumerated in the above section that are observed at an encampment that is the subject of removal shall be documented with a specific description, which may include a police report, and available photographic or videographic evidence including footage from body worn cameras. In addition to documentation, the police officer or other person responsible for documentation shall include a statement indicating whether such conditions place the public at risk and how removal of the encampment is related to preservation of public health or safety.

D. Other Expedited Removals

- A. The following types of encampments are subject to expedited removal whether the encampment is occupied or unoccupied:
1. An encampment in an area the public is not allowed to access at the time of removal, with clear signage to that effect.
 2. An encampment in an area that has been clearly signed as specially off-limits to camping and subject to expedited removal.
 3. An encampment that significantly disrupts a primary intended use of public property (e.g., blocking a doorway, on a sports field or court, or obstructing a large portion of a sidewalk).
 4. An encampment that poses a significant risk of bodily injury (e.g., directly adjacent to vehicular traffic, requires walking across highway traffic to access).
 5. An encampment that appears to have been entirely abandoned (e.g., no persons present, no items of obvious value, overrun with litter).
- B. In an expedited removal, the City will follow the same clean-up procedures, including storage procedures, but without prior written notice.

~~Section 12.02.1012~~ Section 12.02.1014 Severability

If any part, provision, or section of this chapter is held to be void or unconstitutional, all other parts not expressly so held shall continue in full force and effect.

Section 2. Section 10.10.026 is amended to read as follows:

Section 10.10.026 ~~Sitting, Lying on Sidewalk in a Designated Zone~~ the Downtown Business Improvement District and Downtown Police Precinct Boundary

A. Prohibition.

1. No person may sit or lie down upon a public sidewalk, or upon a blanket, chair, stool, or any other object placed upon a public sidewalk, or upon any sidewalk fixture not designed primarily for the purpose of sitting, including any bicycle rack, drinking fountain, trash container, planter, planting strip or grassy area, or in any entrance to or exit from any building, parking lot or loading dock, adjacent to the sidewalk during the hours between six a.m. and midnight in the ~~zone designated in subsection D of this section.~~

Downtown Business Improvement District and Downtown Police Precinct Boundary, as defined in SMC 12.02.1010(B)(4).

~~((2. At all times it is unlawful to sit or lie on any drinking fountain, trash container, planter, bicycle rack, or any other sidewalk fixture not designed primarily for the purpose of sitting.))~~

~~((3. At all times it is unlawful to sit or lie in any entrance to or exit from any building or parking lot, or on any loading dock.))~~

B. Exceptions.

The prohibition in subsection (A) of this section does not apply to any person:

~~1. sitting or lying down due to a medical emergency; or due to a sensory, mental, or physical disability;~~

~~((2. who, as the result of a sensory, mental, or physical disability, utilizes a wheelchair, walker, or similar device to move about the public sidewalk;))~~

3. operating or patronizing a business with permission to occupy the sidewalk;

4. participating in or attending a parade, festival, performance, rally, demonstration, meeting, or similar event conducted on the public sidewalk pursuant to a special event or other applicable permit;

5. sitting on a chair or bench supplied by a public agency or by the abutting private property owner pursuant to the appropriate permit or license; or

6. sitting within a bus stop zone while waiting for public or private transportation;

~~((7. sitting on privately owned sidewalk fixture with the permission of the owner;))~~

~~((8. engaging in constitutionally protected expressive activities which would otherwise be restricted by the limitations in subsection (A) of this section.))~~

~~((9. who is homeless during a time frame when shelter space is unavailable.))~~

C. No person shall be subject to enforcement under this section unless the person engages in conduct prohibited by this section within the entirety of the ~~zone designated in this section~~ Downtown Spokane Business Improvement District and Downtown Police Precinct Boundary after having been notified by a law

enforcement officer that the conduct violates this section and has been given a reasonable amount of time to comply or has refused to comply. If the individual fails to comply in a reasonable time or engages in prohibited conduct in another location within ~~the designated zone~~ the Downtown Spokane Business Improvement District and Downtown Police Precinct Boundary, a law enforcement officer may then enforce this section.

- D. The ~~zone~~ Downtown Business Improvement District and Downtown Police Precinct Boundary where such conduct is prohibited is established in the map set forth in Attachment A (PDF 1.2MB).
- E. This section does not permit any conduct which is prohibited by SMC 10.10.025 regarding interference with pedestrian or vehicular traffic.
- F. It is the intent of the City Council that homeless individuals subject to enforcement under this section be directed to emergency shelters, community/drug/mental health court, or other interventional services.
- G. A violation of SMC 10.10.026 is a misdemeanor.
- H. The provisions of this section are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, section, or portion of this section, or the invalidity of the application thereof to any person or circumstance does not affect the validity of the remainder of this section, or the validity of its application to other persons or circumstances.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Committee Agenda Sheet

Public Safety and Community Health Committee

Submitting Department	City Council
Contact Name & Phone	Shae Blackwell x6224
Contact Email	sblackwell@spokanecity.org
Council Sponsor(s)	CM Cathcart & CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Urban Camping Ordinance
Summary (Background)	<p>The City of Spokane has both the broad authority and responsibility to regulate public property pursuant to Article XI, Section 11 of the Washington Constitution and RCW 35A.11.020; and many individuals have resorted to using City Park property, public sidewalks under or near downtown viaducts and locations adjacent to the Spokane River and its tributary Latah Creek, for camping, storage of personal belongings and/or for intermittent living accommodation.</p> <p>Public rights of way (ROW), including sidewalks, are intended for safe and sanitary shared use by a diverse community of users including businesses, government and the general public for gathering, movement of people and goods/services, ROW maintenance, cleaning and preservation services; and that this diverse population of public sidewalk users includes, by way of example, people who use differing modes of transportation including families with children in strollers and disabled individuals who use a variety of devices to facilitate mobility.</p>
Proposed Council Action & Date:	First Reading: Aug 1 Council Action: Aug 15
Fiscal Impact: Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? 	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Aligns with City of Spokane's Homeless Plan 2.0