

CITY OF SPOKANE



REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings. 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 June 5, 2023, 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 June 5, 2023:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 859 8861; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2491 312 4680; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2490 239 4174; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, June 5, 2023. You must sign up by 6:00 p.m. to be called on to testify. 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 public testimony on legislative items (two minutes for open forum)!**

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, prior to the consideration of consent or legislative items, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum shall have 15 (fifteen) spaces of two minutes each available and members of the public who have not spoken during open forum during that calendar month will be prioritized for spaces ahead of those who have spoken during that calendar month.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers will be determined at the discretion of the chair. Each speaker shall be limited to no more than two 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 maintain decorum as laid out in Rule 2.15(E). Legal or personal matters between private parties that do not impact the governance of the City of Spokane are not a permissible topic of open forum testimony.

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, all first reading ordinances together (with the exception of first reading ordinances associated with Hearings, which shall be taken separately), 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 true first and last 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 obscene speech, physically pounding the dais or other furniture, yelling, or personal comments or verbal insults about any individual will be permitted.
- F. A speaker asserting a statement of fact may be asked by a Council Member 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. City employees 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 while in uniform; 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 and avoiding unlawful harassment 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. All persons attending City Council Meetings or City Council sponsored meetings shall refrain from unlawfully harassing other attendees or risk being removed and/or prohibited from attending future meetings.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony in the hour preceding the legislative session, or at the conclusion of the briefing session, whichever is later, via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. Each speaker must sign themselves using their true first and last name. Members of the public who are unable to sign up during the sign up period or who attempt to sign up late will not be added to the list of speakers. The order of the speakers shall be determined at the discretion of the chair.
- B. 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.
- C. No public testimony shall be taken on amendments to consent or legislative agenda items, votes to override a Mayoral veto, or solely procedural, parliamentary, or administrative matters of the Council.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 5, 2023

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 at the public microphone shall verbally identify themselves by their true first and last 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.
- City 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 two-minute speaking time during Open Forum and a three-minute speaking time for other matters. 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, including veto overrides.

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 Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORTS

OPEN FORUM

At each meeting, before the consideration of the Consent Agenda, the Council shall hold an open public comment period for up to 15 (fifteen) speakers. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. If more than 15 (fifteen) speakers wish to participate in Open Forum, members of the public who have not spoken during that calendar month will be prioritized. 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. Virtual sign up is open 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.

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|----------------|--------------------------------------|
| <p>1. <u>Low Bid of (to be determined at bid opening to be held on May 1, 2023) (City, ST) for Garland Avenue Pathway, Shaw Middle School project—\$_____.</u> An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Hillyard Neighborhood) (Deferred from May 22, 2023, Agenda) (Council Sponsor: Council Member Kinnear)
Dan Buller</p> | <p>Approve</p> | <p>OPR 2023-0467
ENG 2021084</p> |
| <p>2. <u>Service Level Agreement with Spokane Regional Emergency Communications regarding emergency communications services for the dispatch of fire related emergency services beginning January 1, 2023—\$150,000 per month.</u> (Deferred from May 15, 2023, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)
Tom Williams</p> | <p>Approve</p> | <p>OPR 2023-0246</p> |
| <p>3. <u>Purchase of a John Deere 624P Wheel Loader from Pape Machinery, Inc. (Spokane) for the Water Department using Sourcewell Contract #032119-</u></p> | <p>Approve</p> | <p>OPR 2023-0562</p> |

JDC—\$317,393.98. (Council Sponsor: Council Member Stratton)

Rick Giddings

- | | | |
|---|---|--------------------------------------|
| <p>4. Public Works Agreement with Johnson Controls Fire Protection, LP (Spokane) to provide upgrades and network loop to the new location of the TSW rack mount in the IT room at Riverfront Park Water Reclamation Facility from May 1, 2023 through July 30, 2023—\$149,043.46 (incl. tax). (Council Sponsor: Council Members Kinnear and Bingle)</p> | <p>Approve</p> | <p>OPR 2023-0563</p> |
| <p>Mike Cannon</p> | | |
| <p>5. Contract with MHA SpeakOut SpeakUp to subgrant Youth Homelessness Demonstration Project funding for Host Homes—\$138,000. (Council Sponsor: Council Member Stratton)</p> | <p>Approve</p> | <p>OPR 2023-0564</p> |
| <p>Jenn Cerecedes</p> | | |
| <p>6. Contract Amendment with GHD, Inc. (Seattle, WA) to develop future infrastructure concept designs and costs associated with the City to provide planning framework and engineering analysis for the wastewater system—\$939,503. (Council Sponsor: Council Members Kinnear and Bingle)</p> | <p>Approve</p> | <p>OPR 2021-0565
ENG 2021081</p> |
| <p>Marcia Davis</p> | | |
| <p>7. Revenue Contract with Fatbeam LLC to permit Fatbeam to use inner-duct in the City's conduits for a 10-year term effective upon both parties' signature, with a 5-year renewal option—Estimated annual revenue of \$120,000. (Council Sponsor: Council President Beggs)</p> | <p>Approve</p> | <p>OPR 2023-0552</p> |
| <p>Michael Sloon</p> | | |
| <p>8. Report of the Mayor of pending:</p> | <p>Approve &
Authorize
Payments</p> | <p>CPR 2023-0002</p> |
| <p>a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2023, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.</p> | | |
| <p>b. Payroll claims of previously approved obligations through _____, 2023: \$_____.</p> | | <p>CPR 2023-0003</p> |
| <p>9. City Council Meeting Minutes: _____, 2023.</p> | <p>Approve
All</p> | <p>CPR 2023-0013</p> |

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2023-0041 Adding two items to the Plan Commission’s 2022/2023 Work Program – General Facilities Charges Review and Shoreline Master Program Code Amendment. (Council Sponsors: Council President Beggs and Council Member Zappone)
Spencer Gardner
- ORD C36387 Relating to minimum parking spaces required and bicycle parking amending Spokane Municipal Code (SMC) Sections 17C.230.110 and 17C.230.200. (Council Sponsors: Council President Beggs and Council Member Zappone) (First Reading held on May 22, 2023, Agenda)
Tyler Kimbrell

FIRST READING ORDINANCES

- ORD C36388 Extending and renewing Ordinance C36232, as amended by Ordinance No. C36296, an interim zoning ordinance codified in Chapter 17C.400 SMC establishing interim zoning regulations concerning permitting and encouraging the construction of low-intensity residential buildings in residential zoning districts and multi-family housing in center and corridor zoning districts. (Council Sponsors: Council Members Cathcart and Wilkerson)
Kevin Freibott
- ORD C36389 Submitting a ballot proposition to the voters of the City of Spokane amending the city council redistricting process by adding a new section 62 to Article VII and repealing sections 59 and 60 of the Spokane City Charter. (Council Sponsors: Council Members Cathcart and Bingle)
Council Member Cathcart
- ORD C36390 Relating to the building code; amending SMC section 17G.010.030, Expiration of Building Permits. (Council Sponsors: Council Members Cathcart and Bingle)
Dean Giles

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for June 5, 2023
(per Council Rule 2.1.2)

ADJOURNMENT

The June 5, 2023, Regular Legislative Session of the City Council is adjourned to June 12, 2023.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or dmoos@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

NOTES

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

05/08/2023

Date Rec'd	4/25/2023
Clerk's File #	OPR 2023-0467
Renews #	
Cross Ref #	
Project #	2021084
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD – GARLAND AVENUE PATHWAY (2021084) – TO BE DETERMINED

Agenda Wording

Low Bid of (to be determined at bid opening to be held on May 1, 2023) (City, ST) for Garland Avenue Pathway, Shaw Middle School - \$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Hillyard)

Summary (Background)

On May 1, 2023, 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 \$1,510,986.00; _____ other bids were received as follows: (to be determined). All information will be provided prior to the 5/8/2023 council meeting.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 0

Select \$

Select \$

Select \$

Budget Account

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Approvals**Dept Head** BULLER, DAN**Division Director** FEIST, MARLENE**Finance** ORLOB, KIMBERLY**Legal** HARRINGTON, MARGARET**For the Mayor** SMITHSON, LYNDEN**Council Notifications****Study Session\Other** PIES 3/27/23**Council Sponsor** Kinnear**Distribution List**

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

ddaniels@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org

{Contractor/Signee email}

Committee Agenda Sheet

PIES

Submitting Department	Public Works, Engineering
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org 625-6391
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input checked="" type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	2023 Pedestrian Focused Projects
Summary (Background)	<ul style="list-style-type: none"> • This briefing paper is an update to a briefing paper submitted for the August 2022 PIES meeting. Updated information from that briefing paper is shown in red below. • The City through its Integrated Capital Management Dept has secured state and federal grant funds for six pedestrian focused projects. These grant funds are sufficient to pay the large majority of the costs for each project. The projects are generally described as follows. • Division St. Crossings – install pedestrian signals at three locations on Division St. – see attached exhibit. This project has an estimated cost of approximately \$1M is planned to advertise in May, 2023 and will be constructed fall 2023. • Garland Pathway – install 10’ shared use path connecting Shaw Middle School, Hillyard Library, NE Community Center, NewTech Skill Center and the future Children of the Sun trail – see attached exhibit. This project has an estimated cost of approximately \$1.5M and planned to advertise in April, 2023 and will be constructed summer/fall 2023. • Driscoll-Alberta-Cochran – install sidewalk in the vicinity of Finch Elementary and pedestrian signal near Audubon Park – see attached exhibit. This project has an estimated cost of approximately \$1.5M and is planned to advertise in April, 2023 and will be constructed summer/fall 2023. • Liberty-Bemiss – install pedestrian signal at Crestline/Courtland & sidewalk on Liberty between Crestline & Altamont, all near Bemiss Elementary and Andrew Rypien field – see attached exhibit. This project advertised and was awarded earlier this year and will be constructed summer/fall 2023. • Nevada-Joseph – install pedestrian signal at Nevada/Joseph which is near Nevada Park and Garry Middle School – see attached exhibit. This project advertised and was awarded earlier this year and will be constructed summer/fall 2023. • Greene-Carlisle – install pedestrian signal at Greene/Carlisle at what is expected to become a key crossing location following construction of the north-south freeway – see attached exhibit. This project advertised and was awarded earlier this year and will be constructed summer/fall 2023.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval. See above red text for project schedules.
Fiscal Impact:	Total Cost: See above red text for project by project cost.

Approved in current year budget? X Yes No N/A

Funding Source X One-time Recurring

Specify funding source: Varies by project. Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used.

Expense Occurrence X One-time 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?

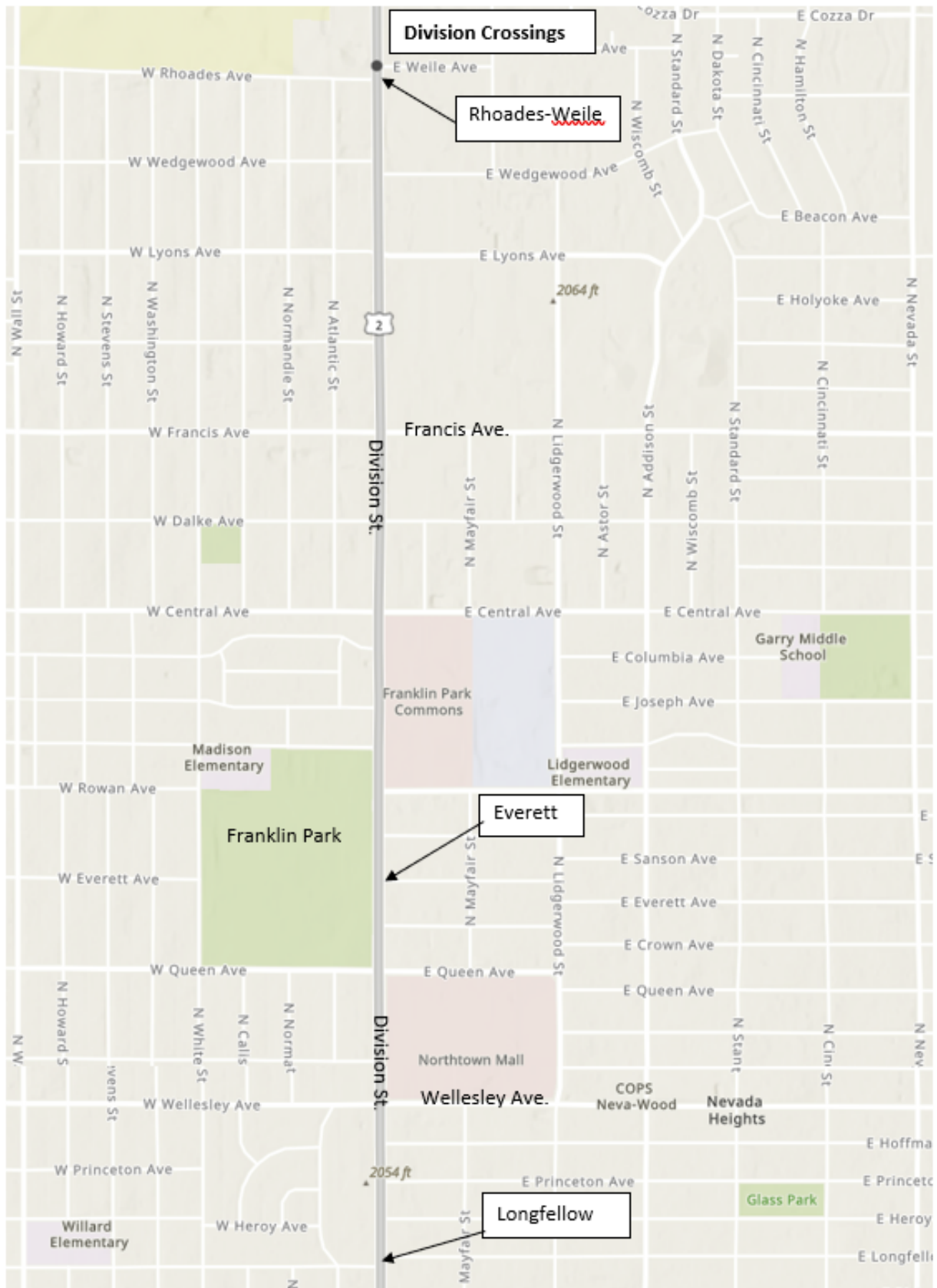
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

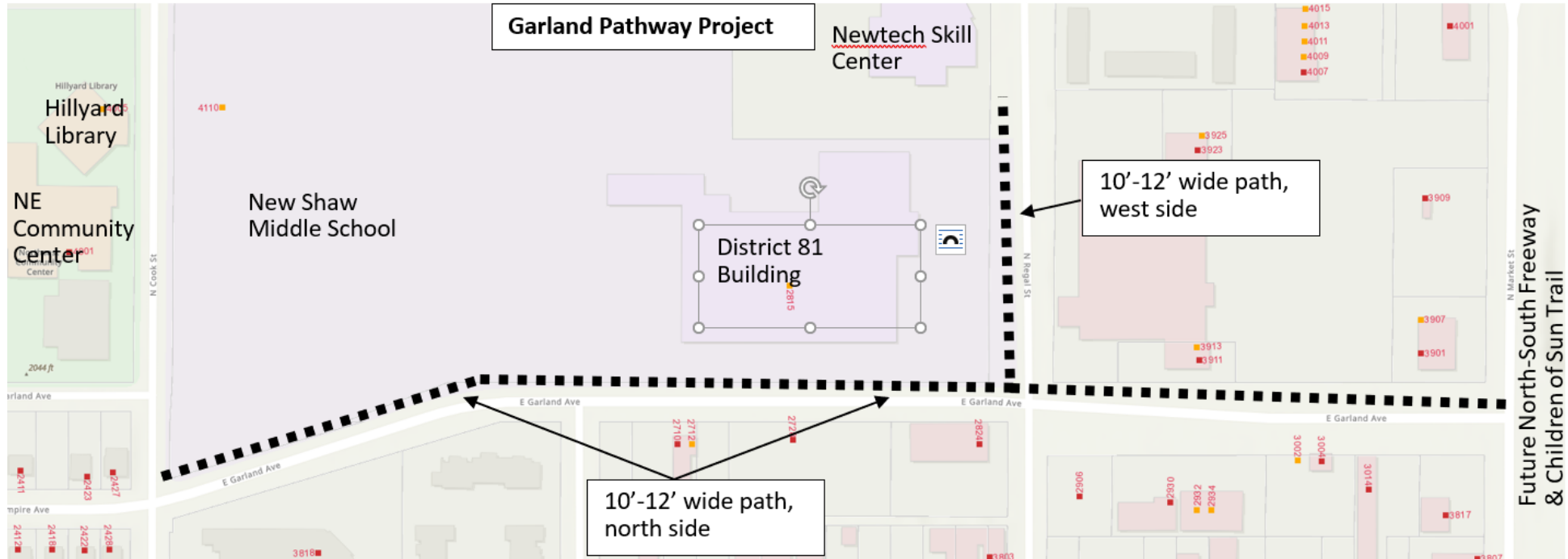
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

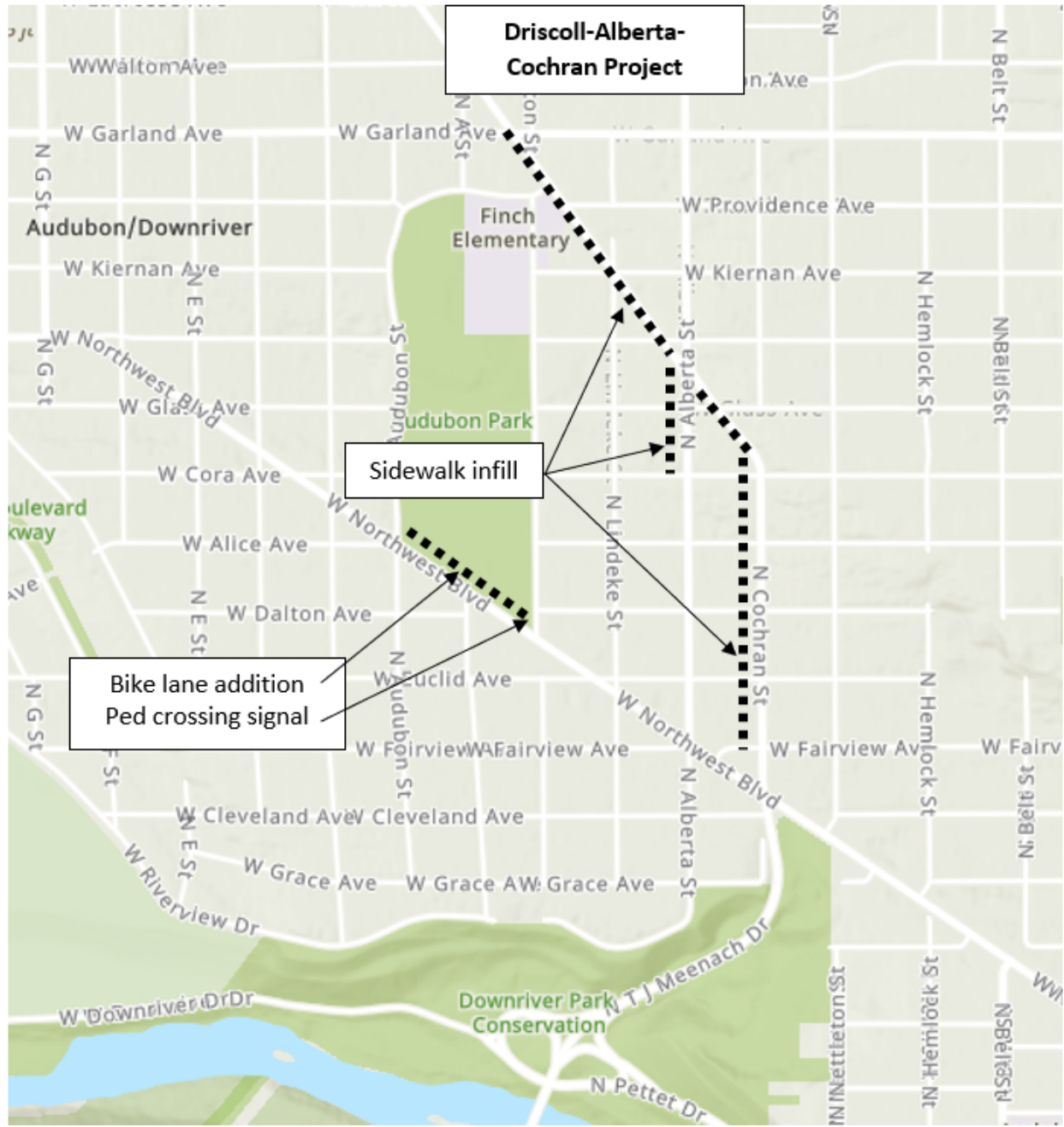
Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

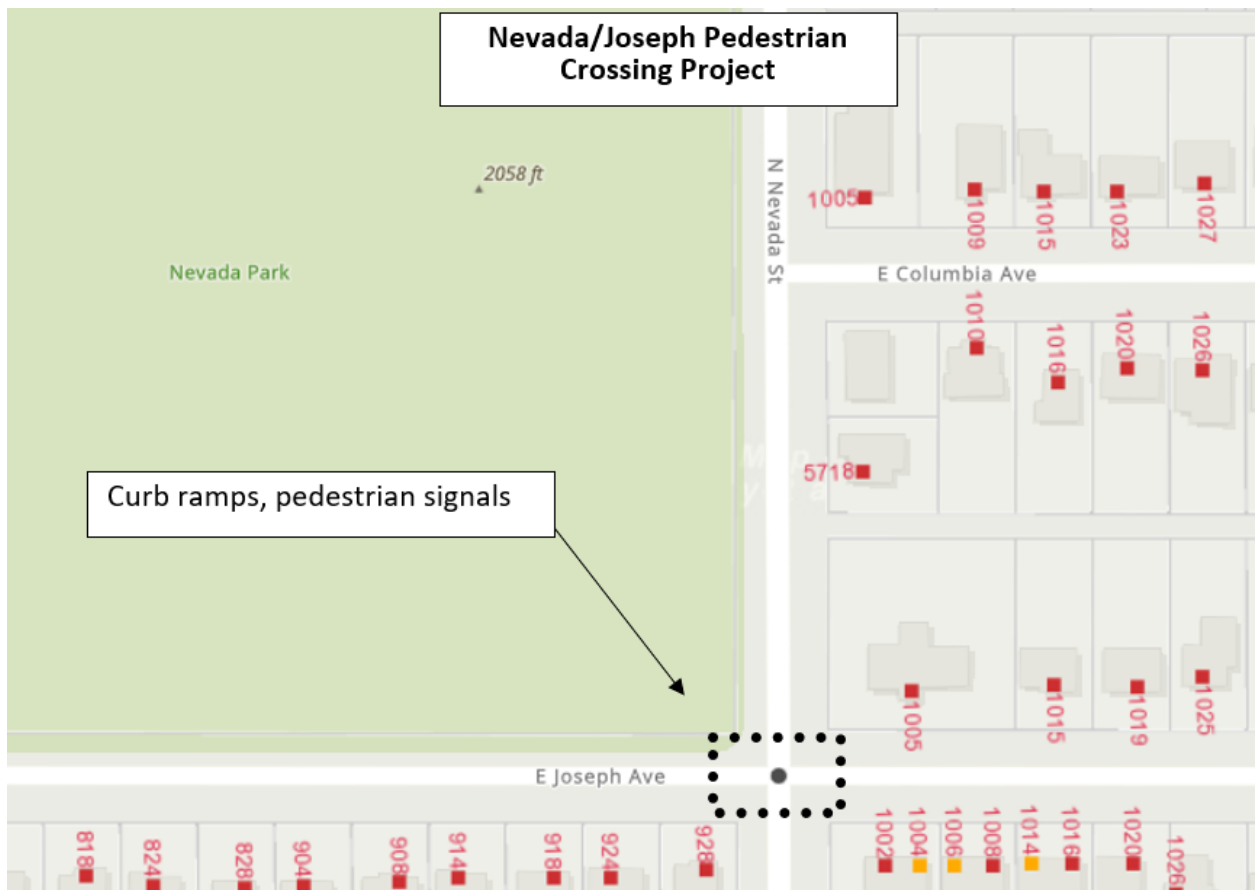
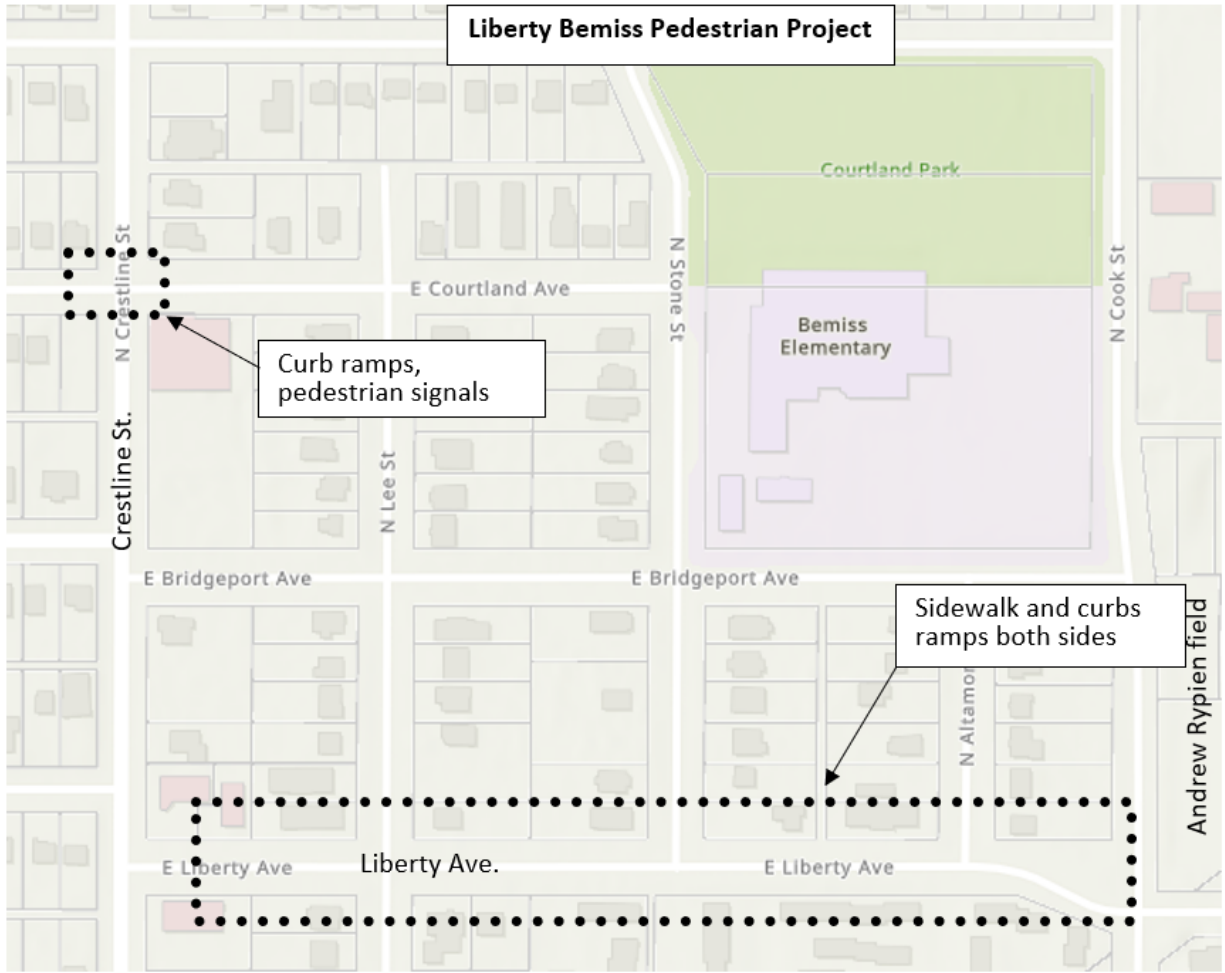
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

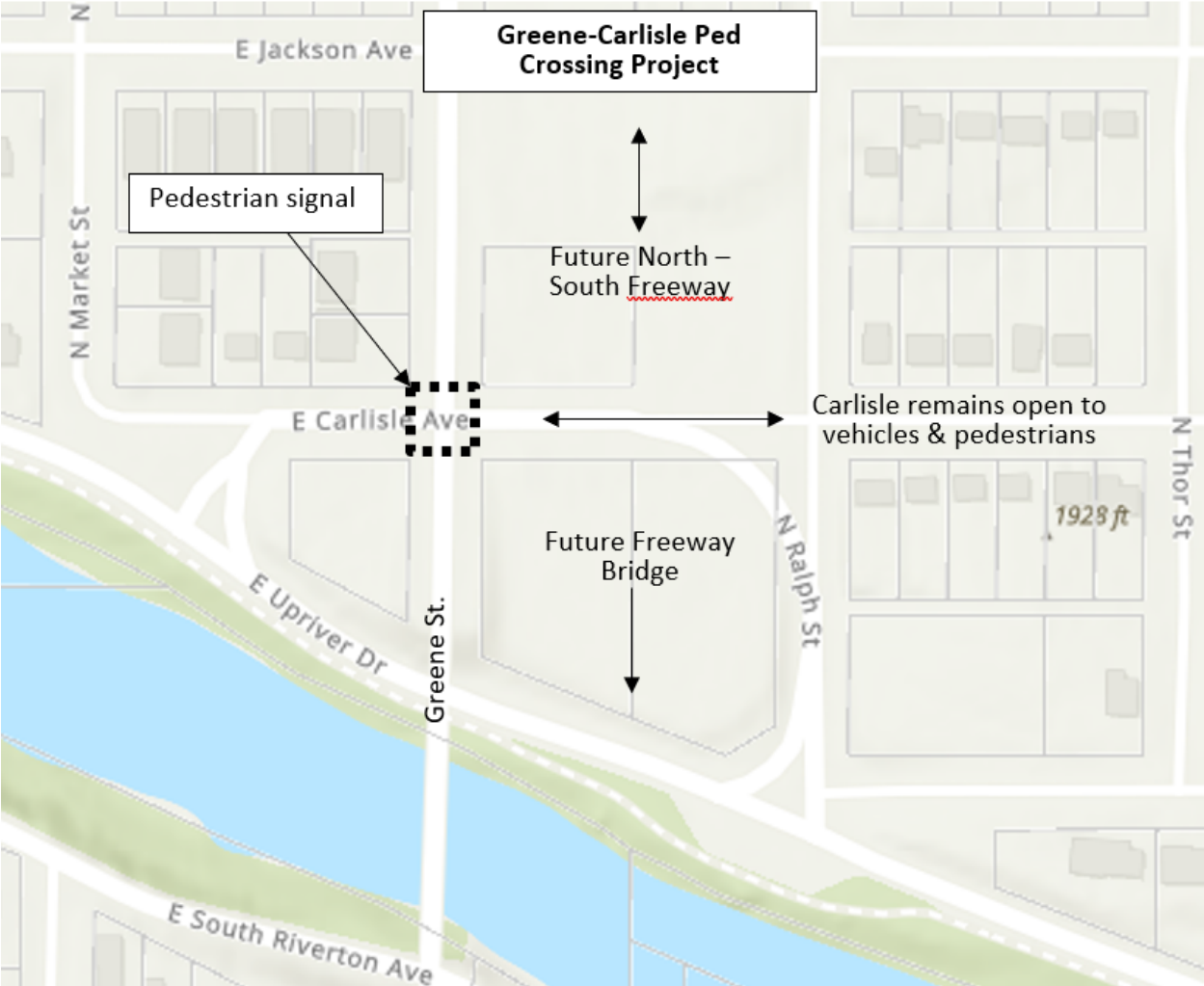
The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.











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

05/15/2023

Date Rec'd	2/15/2023
Clerk's File #	OPR 2023-0246
Renews #	
Cross Ref #	OPR 2022-0777
Project #	
Bid #	
Requisition #	

Submitting Dept	FIRE
Contact Name/Phone	TOM WILLIAMS 7002
Contact E-Mail	TMWILLIAMS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1970 SREC SERVICE LEVEL AGREEMENT

Agenda Wording

Council to adopt the Service Level Agreement proposed by Spokane Regional Emergency Communications for the dispatch of fire related emergency services.

Summary (Background)

The City of Spokane recently contracted with Spokane Regional Emergency Communications department for the dispatch of Fire related emergency services. A standard level of services agreement was presented and has been reviewed by legal and Spokane Fire Department. City Council will need to review and affirm the contract before it can be signed by both parties.

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

Expense	\$ 150,000 month	#	TBD
Select	\$	#	
Select	\$	#	
Select	\$	#	

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	Study Session\Other	1/23/23 Committee Meeting
Division Director	SCHAEFFER, BRIAN	Council Sponsor	Council Members Cathcart and Bingle
Finance	SCHMITT, KEVIN	Distribution List	
Legal	HARRINGTON, MARGARET	Lori.Markham@srec911.org	
For the Mayor	PERKINS, JOHNNIE	tmwilliams@spokanecity.org	
Additional Approvals		bschaeffer@spokanecity.org	
Purchasing		lsmithson@spokanecity.org	
		kschmitt	

**SERVICE LEVEL AGREEMENT
REGARDING EMERGENCY COMMUNICATIONS SERVICES**

THIS AGREEMENT is made and entered into as of _____, 2023 by and between the Spokane Regional Emergency Communications, a Public Development Authority created pursuant to RCW 35.21.730-759 (hereinafter, "PROVIDER") and the City of Spokane, a political subdivision of the State of Washington (hereinafter, "RECIPIENT").

RECITALS

WHEREAS, chapter RCW 39.34.080 authorizes local governments to contract with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner that provides services to meet the needs and development of local communities; and,

WHEREAS, the RECIPIENT desires to have certain fire dispatch emergency communications services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and,

WHEREAS, PROVIDER represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise and equipment where required, to perform the services set forth in this Agreement; now, therefore,

IN CONSIDERATION of the terms, conditions, covenants, and performances contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

1.1 Provider Services. The PROVIDER shall perform, within the boundaries of the RECIPIENT, the fire dispatch emergency communications services described in Exhibit "A" attached hereto and by this reference incorporated and made part of this Agreement ("SERVICES").

1.2 Provider Availability. PROVIDER shall provide the SERVICES on a daily 24-hour basis during the term of this Agreement.

2. COMPENSATION, TIME OF PAYMENT.

2.1 Compensation. The RECIPIENT shall compensate the PROVIDER for the SERVICES according to the User Fee Formula as recommended by the Fire Service Communication Advisory Board and approved by the SREC Governing Board.

2.2 Time of Payment. RECIPIENT shall pay PROVIDER the total fixed fee set forth in Paragraph 2.1 in no more than two equal installments, the first of which shall be paid to PROVIDER no later than May 1 of each year of the Agreement and the second no later than November 1 of each year of the Agreement.

3. DURATION OF AGREEMENT AND FUTURE SUPPORT.

3.1 Term. The term of this Agreement and the performance of the parties shall commence January 1, 2023, and shall continue unless and until terminated by either party as provided in Section 7 hereof.

3.2 Future Support. The PROVIDER makes no commitment to future support and assumes no obligation for future support of the SERVICES contracted for herein beyond the term of this Agreement.

4. RELATIONSHIP OF PARTIES.

4.1 No agent, employee, servant, or representative of one party shall be deemed to be an employee, agent, servant, or representative of the other for any purpose under this Agreement. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.

5. ASSIGNMENT AND SUBCONTRACTING.

5.1 Assignment. The PROVIDER shall not assign any portion of this Agreement without the written consent of the RECIPIENT, and it is further agreed that said consent must be obtained in writing by the PROVIDER not less than thirty (30) calendar days prior to the date of any proposed assignment. Consent shall not be unreasonably withheld.

5.2 Subcontracting. Any technical or professional service subcontract need not have approval by the RECIPIENT.

6. LIMITATION OF LIABILITY AND HOLD HARMLESS.

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

6.2 The RECIPIENT agrees to protect, defend, indemnify, and hold harmless the PROVIDER its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). The RECIPIENT will not be required to indemnify, defend, or save harmless the PROVIDER if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused

by the sole negligence of the PROVIDER. Where such claims, suits, or actions result from the concurrent negligence of both Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

- 6.3 The PROVIDER and RECIPIENT agree that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any PROVIDER or RECIPIENT employees or agents while performing work authorized under this Agreement. For this purpose, the PROVIDER and RECIPIENT, by mutual negotiation, hereby waive any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.
- 6.4 These indemnifications and waiver shall survive the termination of this Agreement.
- 6.5 No officer or employee of the RECIPIENT or the PROVIDER shall be personally liable for any act, or failure to act, in connection with this Agreement, it is understood that in such matters they are acting solely as agents of their respective agencies.

7. TERMINATION OF AGREEMENT AND CLOSE OUT.

- 7.1 Termination. Either party reserves the right to terminate this Agreement in whole or in part at any time, with or without cause, by giving at least six (6) months' notice to the other party in writing, specifying the reasons therefore, and the effective date provided such effective date shall not be prior to notification to the PROVIDER. After this effective date, no charges incurred under any terminated portions are allowable.
- 7.2 Close-Out. In the event that this Agreement is terminated in whole or in part for any reasons, the following provisions shall apply:
 - 7.2.1 Upon written request by the PROVIDER, the RECIPIENT shall make or arrange for payment to the PROVIDER for SERVICES not covered by previous payments.
 - 7.2.2 The PROVIDER shall immediately refund to the RECIPIENT any monies paid in advance for SERVICES not performed.

8. NOTICE. Whenever in this Agreement it is provided that written notice is given by one party to the other party, said notice shall be addressed as follows:

<u>PROVIDER</u>	<u>RECIPIENT</u>
Spokane Regional Emergency Communications Attn: Executive Director 1620 N. Rebecca Street Spokane, WA 99217 Phone: (509) 532-8911 Email: Lori.Markham@srec911.org	Fire Service Agency Spokane Fire Department Attn: Brian Schaeffer 44 West Riverside Ave Spokane, WA 99201 509-625-7000 bschaeffer@spokanefire.org

Delivery of said notice shall be effective in any one of the following ways:

- (1) By personal delivery to and an acknowledgement of receipt thereof signed by the receiving party.
- (2) By affidavit or personal service thereof on the receiving party.
- (3) By depositing the notice in the United States Mail, in an envelope properly addressed to the address indicated above or to the last address of the recipient known to the party giving notice, with postage fully prepaid thereon.

In the event said notice is mailed, it shall be deemed delivered three (3) working days following the posting thereof.

9. JURISDICTION.

9.1 Applicable Law. This Agreement has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

9.2 Venue. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Spokane County, Washington.

10. SEVERABILITY.

10.1 It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by a court to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

10.2 If it should appear that any provision hereof is in conflict with any statute of the state of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

11. ENTIRE AGREEMENT.

The parties agree that this Agreement, including Exhibit "A," is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute a material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

12. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

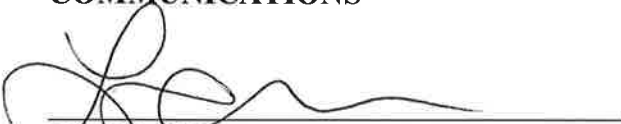
13. AUDIT / RECORDS. PROVIDER shall provide the RECIPIENT's City Administrator or designee performance statistics regarding call time, transfer to dispatch, dispatch of units for SERVICES provided to the RECIPIENT in the same substance and format as provided to any member of the PROVIDER'S Governing Board. Further, upon reasonable request by the RECIPIENT's City Attorney, PROVIDER shall provide, within thirty (30) days or longer time if reasonably necessary to respond to such request, audio recordings of calls and dispatch transmissions for SERVICES provided to the RECIPIENT.

PROVIDER:

RECIPIENT:

**SPOKANE REGIONAL EMERGENCY
COMMUNICATIONS**

CITY OF SPOKANE


By: Lori Markham, Executive Director


By:

EXHIBIT "A"

Description of Services

SERVICES by PROVIDER for RECIPIENT shall be defined as:

- (1) 911 Emergency Call Taking;
- (2) Fire/EMS Dispatching; and
- (3) Radio Network devices and system support.

DEFINITIONS

"CAD" means Computer Aided Dispatch

"CFS" means Call for Service

"EMS" means Emergency Medical Service(s)

"Incident" means when a CFS is assigned a responding unit within CAD

"PSAP" means Public Service Answering Point

SERVICES

1. 911 Emergency Call Taking

Operate as the Primary PSAP for Spokane County.

Support for the fire service during large scale events (i.e., significant brush fires, ice and snow storms, etc.)

2. Fire Dispatching (created from Baseline Level of Service Documentation and the current CCC ILA)

Perform call taking for 911 call transfers for fire, medical, rescue, and hazmat calls to include:

- Location History – add to the call narrative for the Incident address.
- Medical questioning using the approved EMD program (Medical Priority Dispatch), post-dispatch instructions (PDI's), and pre-arrival instructions (PAI's) which includes CPR instruction, Aspirin and Narcan administration, childbirth, etc. The majority of PAI's require the Dispatcher to remain on the phone until EMS units arrive on scene.
- Meet NFPA standard of receiving and dispatching priority calls (calls that require advanced life support, confirmed fires, etc.) in 64 seconds or less 90% of the time and non-priority (Basic Life Support, non-emergent calls, etc.) 106 seconds or less 90% of the time.
 - Structure Fire calls.
 - Brush Fire calls.

- Hazmat calls.
 - Rescue calls (Tech, Water, and Extrication).
 - Motor vehicle accidents.
 - MCI (Mass Casualty Incidents) and RTF (Rescue Task Force) incidents.
- For the duration of the incident add **updates via CAD, Radio, and notification and further information** related to the call.

Dispatchers will utilize calm de-escalation techniques with those in crisis and utilize superior problem solving, priority of life decision making and tactical expertise in giving direction to callers on the phone.

Dispatchers will work in tandem with field units in proper communication and message, in order to achieve appropriate objectives in the best interest of the priority of life and property.

Dispatchers will send the appropriate amount of units needed based on information in the call and pre-determined incident plans from the CAD system. If the incident information describes the need for specialized equipment or specialized units, dispatch will send the appropriate personnel. They must have knowledge of all units and their capabilities:

Dispatchers must have a working knowledge of county wide response capability and coverage.

Dispatchers must have a strong working knowledge of regional geography.

If the incident requires the need for **other services**, Dispatchers will contact and request the appropriate agencies including, but not limited to other Law Agencies, Transport Agencies, Mental Health, Street Department, Alarm Companies, Water and Parks Department, Department of Ecology, Chaplain services, FAA, Fairchild Airforce Base, State Fire Marshall, WSP, SCSO Air 1, SCSO Dive Team, DEM, STA, School Districts, Utility Providers, Train (BNSF) and company as noted by procedure.

For Radio assignment and traffic Dispatchers will:

- Check all apparatus in the City of Spokane Fire Department, Spokane Valley Fire Department, and North and South County Districts. If a unit is out of service without explanation, the dispatcher will contact the appropriate district or jurisdiction to determine status.
- Assign the appropriate Talkgroup or Channel based on incident type.
- Provide radio medical and situation reports on all incidents.
- Give all updates on calls, including resource response, ten minute timers, etc.
- Have a working knowledge of Blue Card terminology and use based on county wide protocol.

- Answer alarm lines, triage calls, and send response as appropriate.
- Document any pertinent incident information in CAD.
- Fill requests from on scene command (i.e., board up request, responsible parties, alarm companies, STA, SCRAPS, Streets Department, LE, Utility Co. etc.).
- Communicate with AMR when changes occur and update fire response.
- Make appropriate apparatus changes to include response capability, changing technology when moving to a spare apparatus, swapping, and coverage or quarters changes.
- Send requested notifications.
- Send the daily 10:00 IMT notification.
- Hospital notifications for trauma or MCI situations.
- Assist primary call receiver by answering secondary and overflow 911 calls.
- Answer all business phone lines and fill requests.
- Answer and dispatch all calls from LE Dispatch.
- Answer and dispatch all calls from AMR.
- Conduct appropriate announcements via paging system.
- Relay caution note and pertinent premise information to responders.
- Record and update local information (i.e., hydrants out of service, on call investigators, street closures, alarm systems out of service, etc.) and notify appropriate response jurisdiction.
- Interface with adjoining counties for automatic and mutual aid response.

If a Fire Units self-initiated activity creates the need for specialized equipment or specialized units, dispatch will notify and attempt to send the appropriate personnel and apparatus. They must have knowledge of these units and their capabilities as outlined above for citizen initiated (911) calls for service. Dispatch will notify command if unable to fill request.

Dispatchers are expected to be technologically sound in all facets of our Computer Aided Dispatch System.

Dispatchers contribute and coordinate the Comprehensive Emergency Management Plan.

Dispatcher must have proficiency in external software, data bases, including, but not limited to: County Assessor Site, Hiplink – Paging system, Alert Spokane (CodeRED), ACCELA.

When Staffing allows, Dispatchers will provide radio communication for drills and training in the field.

For Fire Supervision, Supervisors will:

- Be responsible for monitoring and assisting shift staff.
- Covers breaks for FCS, assist with phone calls and radio traffic as needed.
- Create and input locations into CAD.
- Provide quality oversight to include QA/QI of at least 7 EMS incidents a shift utilizing the Priority Dispatch Aqua System. They will provide feedback and assistance to the responsible Dispatcher with each review.
- Receive and process requests from the state fire marshal for state mobilizations.
- Fill the request for mobilizations by notifying the various fire districts and departments within the counties supported by Northeast Region.
- Coordinate with NEWICC dispatch to meet needs and fill resources for any Department of Natural Resources (DNR), Bureau of Land Management, Forest Service or special agency needs.
- Interact with the public regarding questions and concerns.
- Perform CAD maintenance as requested by Admin staff or Fire agencies served by the CCC.
- Provide public records requests and routine data inquiries for fire investigators, chiefs, and responders based on request for all fire agencies to include researching calls and providing detailed information on what occurred at time of call both on the phone and through CAD.
- Manage Fire Resources County wide during large events, working with administration and the Fire Area Coordinator.
- Oversee County Resource Deployment Coverage and move-up resources on a daily basis.
- Maintain necessary call back lists and call back of personnel.

- Have an intimate knowledge of the Spokane County Fire Resource Plan (SCFRP), Northeast Region, and Washington State mobilization Plans in order to be able to execute required response procedures.
- Conduct appropriate announcements via paging system.
- Monitor weather conditions and make notifications when necessary.
- Research and provide monthly statistics for all Fire Agencies.
- Coordinate with Disaster Medical Control Center (DMCC) for the tracking and transportation of patients to the appropriate facility and method during a Mass Casualty Incidents.
- Maintain the “big operational picture” for the shift to ensure resources available match the need for the safety of the responders and public.

Staffing:

Dispatchers ensure that all four main Fire Channels and Operational Talkgroups are monitored 24/7. A minimum of two Fire Dispatchers will be on the floor at all times. When staffing allows, all training and supplemental Talkgroups will be monitored.

Training/Hiring:

Dispatchers create and maintain current training documents for incoming trainees and adhere to a strict training program. Training Officers instruct and observe trainees in each phase of progression. Training phases are set up to cover all of the above tasks and requirements to become a dispatcher.

The Fire Service Communication Advisory Board (RECIPIENT):

the RECIPIENT shall provide oversight, review and direction to PROVIDER on the policies and operations of PROVIDER in regards to fire and EMS calls. PROVIDER recognizes the authority of the RECIPIENT.

Each Fire Operations Group Member (“Member”) shall have one (1) vote.

Any action requiring a *super majority* shall require the affirmative vote of at least two-thirds (67%) of all members of the RECIPIENT.

Authority, Duties and Responsibilities of RECIPIENT:

The authority, duties and responsibilities of the RECIPIENT shall be as follows:

- (a) Review the level of service provided by PROVIDER and assure that it complies.
- (b) Assure that established performance criteria are being met.

- (c) By an affirmative vote by a *two-thirds majority* of the RECIPIENT, it may, subject to the concurrence of the PROVIDER Board.
 - (1) Establish or modify performance criteria to measure the type and level of service, or;
 - (2) Alter or amend the type and level of service.
- (d) Ensure that staffing levels outlined in this Agreement are met by PROVIDER.
- (e) Review staffing levels to determine if staffing needs are appropriate.
- (f) Evaluate appeals of complaints or damages forwarded to them as provided by this Agreement or by the policies and procedures adopted by the RECIPIENT
- (g) Establish procedures for meetings, including the meeting agenda.
- (h) Provide guidance for a backup communications center to PROVIDER.
- (i) In cooperation/ coordination with the Radio shop, approve the radio and paging operational system, including all radio frequency/talk group uses, assignments, and licensing arrangements as deemed appropriate and request/make modifications or alterations consistent with the interests of all Members, as well as overall functionality of the system as a whole.

RECIPIENT may:

- (a) Develop a survey to receive feedback from the public on service delivery, provided that any such process developed shall be subject to the review and concurrence of the PROVIDER Board.
- (b) Create an operations committee or other working committees. All committees created by the RECIPIENT shall be subordinate to, and subject to the direction of the RECIPIENT.
- (c) Request staff assistance from PROVIDER.

The Fire Service Communications Advisory Board Members:

RECIPIENT will be comprised of a representative of each of the 15 fire agencies.

A quorum is comprised of at least eight (8) members to always include:

One (1) representative of each of the four (4) Members with the greatest average annual emergency incident volume over the last thirty six (36) months.

Four (4) additional votes from any of the remaining eleven (11) agencies. The four (4) Members with the greatest average volume of emergency incidents will serve three (3) year terms. The determination of the four (4) Members with the greatest average emergency incident volume will

be made by December 1 of each third (3rd) year so that representatives can be named for the next three (3) year term.

Unlimited consecutive terms may be served by a representative. If a position becomes vacant during the term, the position shall be filled as soon as possible and the remainder of the term fulfilled.

The representatives to the RECIPIENT shall be agency Fire Chiefs or their designees. Each designated representative shall name a person to act as his/her authorized designee/representative in case of absence or unavailability.

There shall be no more than one (1) representative from any one (1) Member.

Positions representing multiple Members shall be selected by those Members. The Chair of RECIPIENT shall solicit nominations for the at-large positions for sixty (60) days, and then administer their election, allowing thirty (30) days for the election process, to be completed and finalized by December 15 prior to the beginning January 1 date of the two (2)-year term for the elected representatives.

By *unanimous* consent of the RECIPIENT, the make-up of the RECIPIENT may be modified.

RECIPIENT Meetings:

RECIPIENT shall elect from among the Member agency representatives, by simple majority vote, a Chairperson. The election shall be held at the first meeting of the year, after the election of the at-large (two (2)-year term) representatives. The term of office for the chairperson shall be two (2) years.

The chair of the RECIPIENT will set the agenda for each meeting, provided that the PROVIDER Executive Director/Deputy Director may place any item on the agenda. Items may be placed on the agenda by any Member in accordance with adopted meeting procedures.

RECIPIENT shall meet regularly and will determine its own meeting schedule. The RECIPIENT may have telephonic meetings, however any action requiring a super majority affirmative vote shall require individual written/email verification of the vote by each member, to be sent to the Chair, within twenty four (24) hours of the vote.

Contracting Agency Responsibilities:

Member shall provide to PROVIDER, and regularly update as appropriate to maintain currency, the following:

- (a) A roster of command and staff personnel with telephone numbers and a list of station locations (addresses) and telephone numbers.
- (b) Individuals or groups needing unique paging codes.

- (c) Response configuration information identifying the number and sequence of units to be dispatched to incidents by geographical location. Inclusion of other agency resources shall be verified by written authorization from the other agency.
- (d) The level of response to be dispatched to various types of incidents.

Member shall, concur with, adopt, and comply with the policies and procedures established by the Fire Service Communications Advisory Board, and be subject to remedies prescribed by the Fire Service Communications Advisory Board for breach of policy or procedure.

Cooperative Development Requirements:

All Member agencies shall commit to the cooperative development, operations, and maintenance of the following as determined necessary by the RECIPIENT:

- (a) Public Safety GIS data base; and
- (b) Radio System Plan Member.

Systems or plans accepted and adopted by the RECIPIENT shall be subject to the acceptance of all Members, and shall be presented to them by the RECIPIENT for that action.

3. Radio Network devices and system support:

PROVIDER agrees to:

- Provide, manage, and support 24/7 emergency communications systems for first responders.
- Operate, maintain and upgrade communications tower sites.
- Maintain buildings, towers and antenna, radio equipment, microwave backhaul equipment, battery systems, generators, security equipment, and grounds for all facilities and systems.
- Provide, maintain, program, repair, and replace communications radios (portables and mobiles) for law enforcement and fire agencies. Approximately 4200 subscriber units in total.
- Operate, maintain and upgrade Microwave backhaul systems.
- Provide infrastructure backhaul for City of Spokane, Washington State Patrol (WSP), Kootenai County, and Stevens County emergency communications equipment.
- Provide backhaul of 911 phone circuits to the City of Cheney.

- Provide, maintain and upgrade the County Wide Paging System utilized by Spokane and Kootenai counties. This system is utilized as the primary and initial means of incident notification for all fire agencies responders.
- Provide and maintain Fire Station Alerting (FSA) system via the Motorola system to include basic trouble shooting analysis. Fire agencies are responsible for the installation and maintenance of FSA systems.
- Provide, maintain, and upgrade the radio and telephone recording system utilized by fire dispatch, law dispatch, and 911.
- Maintain communications systems, frequencies, licensing, and radio equipment in accordance with federal law under the Federal Communications Commission 47 C.F.R. Part 90.
- Provide, maintain and coordinate radio frequencies for all first responders within Spokane County.
- Facilitate and coordinate interoperability with multiple local, regional, state and federal agencies. This includes both law enforcement and fire. See exhibit A.
- Provide and maintain multi-band wide area radio systems for local, state, and national interoperability as directed by the Department of Homeland Security.
- Provide and maintain equipment for interoperability with the Department of Defense for disasters and national security.
- Operate Maintain and Upgrade 4.9GHz wireless system for city / county network backhaul.
- Provide microwave transport of Spokane City / Spokane County network to outlying Scope stations, fairgrounds, Spokane Parks, waste transfer stations, SCRAPS and Spokane County Fire District 9 fire stations.
- Provide communications equipment and support (including a technician for deployment as needed) for Department of Emergency Management Region 9. Includes Mobile Command Vehicle (MCV) and other vehicles deployed in the region.
- Provide, maintain, program, and repair dispatch consoles for the City of Spokane, Spokane County, City of Cheney, Spokane International Airport, City / County Jail, and Geiger Corrections.
- Provide, maintain, and repair regional law enforcement aircraft communications operated by the Spokane Sheriff Department. Coordinate multi-state communications.

- Provide equipment, maintain, repair, and support regional Emergency Alert System (EAS).
- Represent the region for the Federal Communications Commission National Public Safety Planning Advisory Committee (NPSPAC) Region 43.
- Provide and maintain emergency cache radios utilized for local and regional large incidents, emergencies, and planned events. This includes incidents such as large fires, ice storms, and windstorms, any other large scale natural disasters, Bloomsday, and HoopFest.
- Provide interoperability options to private agencies such as American Medical Response, hospitals, Gonzaga campus, power companies, etc.
- Provide and support communications for large events such as Bloomsday, Hoopfest, etc.
- Support the region with emergency mountain top communications equipment or staff in the event of a major communications failure.
- Coordinate with regional agencies to provide emergency communications in the event of radio system failure. This is reciprocal cooperation.
- Provide radio system and dispatch statistics.
- Adjust system and subscriber settings to maximize radio system capacity and efficiency.
- Monitor and advise on new technologies, equipment, and regulations (FirstNet, IP based radio, etc.).
- Provide guidance and technical service for interfaces to the radio system. This includes items such as CAD, Locution FSA, Geolocation, etc.
- Establish and provide for a backup communications center to PROVIDER primary center.



Agenda Sheet for City Council Meeting of:

06/05/2023

Date Rec'd	5/16/2023
Clerk's File #	OPR 2023-0562
Renews #	
Cross Ref #	
Project #	
Bid #	SOURCEWELL CONTRACT
Requisition #	RE #20285

Submitting Dept	FLEET SERVICES
Contact Name/Phone	RICK GIDDINGS 625-7706
Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100 - PURCHASE OF JOHN DEERE 624P WHEEL LOADER

Agenda Wording

The Water Department would like to purchase a John Deere 624P Wheel Loader from Pape Machinery Inc., Spokane WA using Sourcewell Contract #032119-JDC - \$317,393.98

Summary (Background)

This piece of equipment will replace a unit that has reached the end of its economic life.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 317,393.98

Select \$

Select \$

Select \$

Budget Account

4100-42490-94340-56404-11005

#

#

#

Approvals

Dept Head	GIDDINGS, RICHARD
Division Director	WALLACE, TONYA
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	5/8 Urban Experience
Council Sponsor	CM Stratton

Distribution List

tprince

Additional Approvals

Purchasing	PRINCE, THEA

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgiddings@spokanecity.org 625-7706
Council Sponsor(s)	CM Stratton
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fleet – Approval to purchase a John Deere 624P Wheel Loader
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Water Department would like to purchase a John Deere 624P Wheel Loader from Pape Machinery Inc., Spokane WA using Sourcewell Contract #032119-JDC.</p> <p>This piece of equipment will replace a unit that has reached the end of its economic life.</p>
Proposed Council Action	Approval
<p>Fiscal Impact</p> <p>Total Cost: 313,843.98</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Water Department Budget</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) Net savings due to lower cost of substituted vehicles</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? None Identified	
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? Data will not be collected.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Fleet collects data to compare lifecycle costs and fuel efficiency.	
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 Capital Improvement Plan.	



Agenda Sheet for City Council Meeting of:
06/05/2023

Date Rec'd	5/9/2023
Clerk's File #	OPR 2023-0563
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	MIKE CANNON 625-4642	Project #	
Contact E-Mail	MCANNON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 24970
Agenda Item Name	4320 TSW INSTALLATION, SUPPORT AND MONITORING - JOHNSON CONTROLS		

Agenda Wording

Consent to award Johnson Controls Fire Protection, LP to provide upgrades and to network loop to the new location of the TSW rack mount in the IT room at RPWRF. Contract term 05/01/2023 through 7/30/2023. Cost including tax is \$149,043.46

Summary (Background)

Johnson Controls was procured by Washington State Contract #03115 to provide upgrades to our existing equipment and to network loop to the new location of the TSW rack mount in the IT room.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense	\$ \$127,689.29
Expense	\$ \$21,354.17
Select	\$
Select	\$

Budget Account

#	4320.43290.94350.56301.10166
#	4320.43290.35148.54803.10166
#	
#	

Approvals

Dept Head	GENNETT, RAYLENE
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON,
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 5/22/23
Council Sponsor	CM Kinnear & CM Bingle

Additional Approvals

Purchasing	PRINCE, THEA	mmurray@spokanecity.org
		Tax & Licenses
		rrinderle@spokanecity.org
		devans@spokanecity.org
		blake.miller@jci.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select **\$**

Select **\$**

Budget Account

#

#

Distribution List

Signor: Cindy MacDonald: Cindy.macdonald@jci.com

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Mike Cannon
Contact Email & Phone	mcannon@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Consent to award contract to Johnson Controls for TSW, Remote Support, and Monitoring
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Johnson Controls was procured by Washington State Contract #03115 to provide upgrades and to network loop to the new location of the TSW rack mount in the IT room.
Proposed Council Action	Counsel consent agenda, May 15 th , 2023
Fiscal Impact	
Total Cost: <u>\$149,043.46</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: Dept.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? There will be no disproportionate impacts to 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? N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? N/A: The proposed expenditure is for critical wastewater treatment.	
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 our current Purchasing Policy guidelines.	



City of Spokane

PUBLIC WORKS AGREEMENT

**Title: TSW INSTALLATION,
SUPPORT AND MONITORING**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **JOHNSON CONTROLS FIRE PROTECTION, LP**, whose address is 10010 East Knox, Suite 100, Spokane, Washington, 99206 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to provide TSW Installation, Support and Monitoring at the Riverside Park Water Reclamation Facility; and

WHEREAS, the Contractor has been selected through Washington State Contract No. 03115.

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

1. TERM OF AGREEMENT.

This Contract shall begin on May 1, 2023 and shall end on July 30, 2023, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in the Contractor' Quote No. CPQ-371378, attached as Exhibit C, and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

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

3. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED THIRTY-SIX THOUSAND SEVEN HUNDRED THIRTY-SEVEN AND 12/100 DOLLARS (\$136,737.12)**, not including applicable tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 2 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid

number. Payment will not be made without this documentation included on the invoice.

4. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file at the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

5. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

6. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

7. RETAINAGE IN LIEU OF BOND.

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

8. PUBLIC WORKS REQUIREMENTS.

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

9. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

10. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

11. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

12. DEBARMENT AND SUSPENSION.

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

13. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

14. INSURANCE.

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;
- i. Acceptable **supplementary Umbrella insurance** coverage combined with Contractors General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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

15. **SUBCONTRACTOR RESPONSIBILITY.**

- A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. If applicable, have:

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

16. INDEPENDENT CONTRACTOR.

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

17. ASSIGNMENT AND SUBCONTRACTING.

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

18. TERMINATION.

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

19. STANDARD OF PERFORMANCE.

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

20. ANTI KICK-BACK.

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

21. CONSTRUAL.

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

22. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

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

The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

23. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this

Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

JOHNSON CONTROLS FIRE PROTECTION, LP

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Exhibit A – Debarment Certification
- Exhibit B – Certification of Compliance with Wage Payment Statutes
- Exhibit C – Contractor's Quote No. CPQ-371378

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its actual knowledge and belief, that its officers and directors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Program Title (Type or Print)
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Name of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Signature
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Title of Certifying Official (Type or Print)	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Date (Type or Print)



EXHIBIT B
Certification of Compliance with Wage Payment
Statutes and Washington Department of Labor and
Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (_____), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

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

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

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

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

EXHIBIT C



Johnson Controls Fire Protection LP Quotation

To:
Wastewater Treatment
4401 N Aubrey L White Pkwy
SPOKANE, WA 99205-3939

Project: RPWRF - ESNet - CPQ-371378
Johnson Controls Reference: 650371378
Proposal #: 1
Date: 04/14/2023
Page: 1 of 11

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

WASHINGTON STATE CONTRACT 03115

The enclosed quotation is solely based on Johnson Controls Fire Protection's best interpretation of the intent of the contract drawings, applicable codes, and AHJ's interpretations of the applicable codes for the following sections of the above-mentioned bid documents. Electronic CAD files to be provided by Owner (At no cost to Johnson Controls Fire Protection LP). Please note that we bill progressively.

River Park Wastewater Treatment Plant - TSW and More

Site will provide network loop to the new location of the TSW rack mount in the IT room. We will install new TSW with new graphics in the Rack on a shelf of the IT room and make connections and program. We will reuse the existing monitor that is UL listed and place on top of the monitor on the shelf. Site will provide wiring from closest addressable devices to the suppression panel so we can monitor the alarm, trouble and supervisory contacts. We will also replace 6 heat detectors in the belt filter press and replace them with conventional devices and monitor them from a monitor module outside the belt filter press room in a terminal cabinet. Request assistance from site electrician for adding the terminal box and wiring.

We will upgrade the two 4100U panels to 4100ES with new CPU cards. We will upgrade all the network cards and media cards to ESNet to bring the network to current cards that are accessible. the current network cards are going obsolete at the end of 2023.

We will provide a permit for the added monitoring of the suppression panel. All other parts are considered replacing existing.

PRICING ESCALATION

Due to inflation JCI has been forced to consider estimated escalation in pricing on all projects after the quote validity period.

- Pricing is valid for 30 days. After 30 pricing may be adjusted to account for equipment or labor increases.
- Effective January 1, 2022, material pricing is subject to the true material cost at time of shipment, not time of signed contract.



Johnson Controls Fire Protection LP
10010 E Knox, Suite 100
Spokane , WA 99206
509-842-1220

DOES INCLUDE:

- Submittals and installation drawing package
- Fire alarm permit and plan review fees
- Equipment, pre-paid freight and handling
- Fire alarm panel terminations
- Programming of the fire alarm system
- Testing, commissioning, and certificate of installation
- Fire Marshal test (1)
- One year warranty of Johnson Controls Fire Protection LP provided parts

DOES NOT INCLUDE:

- Sales tax if applicable
- Prevailing Wages / Davis Bacon Wages
- Labeling and recording of cable or conductor identification
- Duct detection, demo of existing FACP or fire watch
- Free replacement of "lost or missing" parts
- After hours work, patch or paint
- Installation labor, rough in labor, or field device terminations
- Ground fault repair
- Provisions or terminations of any 120VAC circuits and wiring
- Taxes or permits for electrical contractors' portion of work
- Conduit, lift, wire, cable, trade available junction boxes, fittings, or other installation material
- Pre-existing wire conditions



QTY	MODEL NUMBER	DESCRIPTION
2	4100-7158	4100ES MSTR CTLR UPGD NO DSPLY
6	4100-6104	ESNET NTWK INTERFACE CARD SLOT
6	4100-6307	ES NET DSL MEDIA CARD
1	4100-6310	ESNET NTWK INTERFACE CARD FLAT
1	4100-6306	ES NET ETHERNET MEDIA CARD
	DSGN LAB	DESIGN LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
	COMM LAB	COMMISSIONING LABOR
1	4190-8605	TSW AFTERMARKET SOFTWARE
1	4190-5053	TSW CLIENT INSTALLATION CD
2	4190-5062	TSW PROTECTED CLIENT FEATURE
1	4190-5065	TSW FEATURE UPGRADE
1	4190-8901	4190 SERIES AFTERMARKET ADDITN
1	4190-7041	DSKTOP PC WIN10 NO RAID

Net selling price for System, FOB shipping point, \$117,146.14

9	4090-9001	SUPERVISED IAM
2	YJ1263	BRACKET/COVER IAM 2-GANG RED
1	4905-9948	CABINET TERMINAL 16 POINTS
1	4100-3109	IDNET2 250PT 2 LOOP MODULE
9	4081-9004	EOL, 6.8K 1/2W
6	DPFA	CR 135-MP Rate of Rise Weatherproof Heats
1	DPIM	RACK MOUNT SELF
	PM LAB	PROJECT/CONSTRUCTION MGMT
	COMM LAB	COMMISSIONING LABOR
	DPSVC	DP SVCS (PERMITS/FEES/BONDS)

Net selling price for Suppression and heats, FOB shipping point, \$19,590.98

Total net selling price, FOB shipping point, \$136,737.12

Sales tax :\$12,306.34

Total Price with Sales Tax \$149,043.46



Project: RPWRF - ESNNet - CPQ-371378
Johnson Controls Reference: 650371378
Proposal #: 1
Date: 04/14/2023
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To the extent applicable, Johnson Controls has included an estimate for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls.

Payment Options:

Johnson Controls Capital Funding Solutions

Equipment Finance Agreement: Allows for payment over time for products and installation costs, while maintaining ownership of assets. No down payment required.

As a Service Subscription: Covers costs of installation and services over time without ownership of assets. No upfront costs.

Final pricing subject to change based on credit approval, any applicable state/local taxes

For more information on Johnson Controls Capital funding solutions, please forward this proposal along with any questions to your sales representative and JCCapitalNA@jci.com.



IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, deposit for a minimum of 30% of the sell price, and the invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.
 This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: YES: E-mail address to be used: _____
 NO: Please submit invoices via mail
 NO: Please submit invoices via _____

<p>Offered By: Johnson Controls Fire Protection LP 10010 E Knox, Suite 100 Spokane , WA 99206 Telephone: 509-842-1220 Representative: _____ Email: blake.miller@jci.com</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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TERMS AND CONDITIONS (Rev. 9/22)

1. Payment and Invoicing. All payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within thirty (30) days from the date of the invoice. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend

services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Unless prohibited by law, Customer agrees to pay a deposit for a minimum of 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the deposit after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with federal, state/provincial and local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites,



liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY ACT).

Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by

Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION(AND, IF SPECIFIED, TESTING)PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPIARS, ALTERATIONS , REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENT WHATSOEVER, NONR DOES IT INCLUDE THE COREECTION OF ANY DEFICIENCIES IDENTIFIES BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAM. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PART THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company

determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.
- Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing backups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. tructure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to

support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of

Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

14. COVID-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

15. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

16. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

17. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

18. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans,

specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

19. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

20. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

21. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

22. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card



readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video

monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19.

25. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the

Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

26. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

27. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

28. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or

recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

29. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

30. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

31. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable,

including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

32. One-Year Claims Limitation; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties

agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

33. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

34. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

37. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and



Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

38. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in

the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. JCI may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

39. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

40. Privacy, Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as :** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

41. License Information (Security System Customers): **AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from**

the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



Agenda Sheet for City Council Meeting of:

06/05/2023

Date Rec'd	5/11/2023
Clerk's File #	OPR 2023-0564
Renews #	
Cross Ref #	
Project #	
Bid #	CR 24936
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	JENN CERCEDES 6055
Contact E-Mail	JCERCEDES@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1680 - HOST HOMES CONTRACT

Agenda Wording

Contract with MHA SpeakOut SpeakUp to subgrant Youth Homelessness Demonstration Project funding for Host Homes-\$138,000.

Summary (Background)

The goal of short-term host homes is to provide a safe, temporary, welcoming space for up to six months where young people have time to repair their relationships with self-identified and chosen family and/or make decisions about other housing options with the support of a caring housing case manager and affirming adult mentor. (See briefing paper for more details.)

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Neutral \$ 138,000

Select \$

Select \$

Select \$

Budget Account

1541-95600-65410-54201-99999

#

#

#

Approvals

Dept Head MCCOLLIM, KIMBERLEY

Division Director MCCOLLIM, KIMBERLEY

Finance MURRAY, MICHELLE

Legal HARRINGTON, MARGARET

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing NECHANICKY, JASON

ACCOUNTING - GRANTS MURRAY, MICHELLE

Council Notifications

Study Session\Other F & A 05/15/23

Council Sponsor CM Stratton

Distribution List

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kclifton@spokanecity.org

mhaspeakoutspeakup@gmail.com

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	CHHS
Contact Name	Jenn Cerecedes
Contact Email & Phone	jcereceds@spokanecity.org / 509.625.6055
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Host Homes Contract
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Host homes are a growing, global, short-term housing intervention for young people experiencing homelessness. Building off the continued legacy of QTBIPOC mutual aid practices, host homes provide young people experiencing housing instability with affirming, stable, short-term housing for 1-6 months, wrap-around case management services, and peer support.</p> <p>The goal of short-term host homes is to provide a safe, temporary, welcoming space for up to six months where young people have time to repair their relationships with self-identified and chosen family and/or make decisions about other housing options with the support of a caring housing case manager and affirming adult mentor.</p> <p>MHA SpeakOut SpeakUp was chosen to administer this project through a competitive RFP process, the Youth Advisory Board and the CoC Board have approved this organization as the recipient of these funds. These funds are part of our Youth Homelessness Demonstration Project funds which will join our CoC portfolio at the end of the 2 year contract.</p>
Proposed Council Action	Please approve distribution of \$138,000 to MHA Speakout Speakup to administer the Host Homes Project
Fiscal Impact Total Cost: <u>\$138,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text. Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Youth homelessness is continually on the rise throughout the United States. While youth in general who are experiencing homelessness are at increased risk for victimization, chemical use/abuse, and mental health conditions such as depression and anxiety; lesbian, gay, bisexual, transgender, and queer/questioning (LGBTQ) and black, indigenous and people of	

color (BIPOC) youth are at much higher risk for these barriers to well-being, among others. Individuals involved in the program will receive shelter, have basic needs met, and will have a sense of community for LGBTQ and BIPOC youth experiencing homelessness.

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?

All YHDP-funded projects are required to collect all Universal Data Elements. The HMIS Data Standards Manual provides descriptions, rationale, and collection point information for these data elements. Ethnicity, Race, and Gender data element responses were updated in the FY 2022 HMIS Data Standards to provide more inclusive and representative response options. Please review the HMIS Data Standards Manual for specific descriptions of these updated responses. Additional data collection guidance related to Race, Ethnicity, and Gender will be made available on the HUD Exchange.

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

CMIS will be used to collect data regarding the effectiveness of this program.

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 5 year plan to end homelessness.

AGREEMENT BETWEEN

**CITY OF SPOKANE ("CITY") AND Mental Health Awareness (MHA) Speakout Speakup ("GRANTEE")
IN CONJUNCTION WITH the Youth Homeless Demonstration Project**

1. Grantee Mental Health Awareness (MHA) Speakout Speakup 418 E. Pacific, Ste. 102 Spokane, WA 99202-1456		2. Contract Amount \$138,000		3. Tax ID 851067678	
				4. UEI# QXPMCT38Y974	
5. Grantee's Program Representative Jolie Knight 418 E. Pacific, Ste. 102 Spokane, WA 99202-1456 509-385-5286 mhaspeakoutsspeakup@gmail.com			6. City's Program Representative Rick Olson 808 West Spokane Falls Boulevard Spokane, WA 99201-3333 509-625-6579 rolson@spokanecity.org		
7. Grantee's Contract Representative Jolie Knight 418 E. Pacific, Ste. 102 Spokane, WA 99202-1456 509-385-5286 mhaspeakoutsspeakup@gmail.com			8. City's Contract Representative Paul Grinder 808 West Spokane Falls Boulevard Spokane, WA 99201-3333 509-625-6032 pgrinder@spokanecity.org		
9. Grantee's Financial Representative Jolie Knight 418 E. Pacific, Ste. 102 Spokane, WA 99202-1456 509-385-5286 mhaspeakoutsspeakup@gmail.com			10. City of Spokane Internal Items Host Homes <Vendor ID>		
11. Grantor Award # WA-0526Y0T021900		12. Start Date 6/1/2023		13. End Date 9/30/2024	
14. Federal Funds Youth Homelessness Demonstration Funds		CFDA # 14.276	Federal Agency HUD	Program Title YHDP	
15. Total Federal Award \$154,427	16. Federal Award Date 10/1/2022		17. Research & Development? No		18. Indirect Cost Rate 10%
19. Grantee Selection Process: (check all that apply or qualify) <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E Services <input checked="" type="checkbox"/> Competitive Bidding/RFP <input type="checkbox"/> Pre-approved by Funder			20. Grantee Type: (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> SUBRECIPIENT <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit		

(FACE SHEET)



CITY OF SPOKANE
CONTRACT
Title: YHDP Host Homes

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **Mental Health Awareness (MHA) Speak-out Speak-up**, whose address is 418 E. Pacific, Ste. 102, Spokane WA 99201 as ("GRANTEE"), individually hereafter referenced as a "GRANTEE", and together as the "parties".

WHEREAS, the GRANTEE was selected through the Host Homes RFP (November 23, 2022) for this contract;

The parties agree as follows:

1. **SCOPE OF SERVICE.** The GRANTEE shall provide services in accordance with the proposal dated 11/14/2022. Performance measures are attached as Attachment B.
2. **CONTRACT TERM/PERIOD OF PERFORMANCE.** The Contract shall begin 6/1/2023 and shall run through 9/3/2024, unless terminated sooner. This Contract may be amended as needed by written agreement of the parties.
3. **BUDGET.** The City shall reimburse the GRANTEE a maximum amount not to exceed **\$138,000**, for all things necessary or incidental to the performance of services as listed in ATTACHMENT B. Reimbursement for services shall be in accordance with the terms and conditions attached in the budget, ATTACHMENT B, as well as in accordance with the program performance requirements outlines in ATTACHMENT B. The CITY reserves the right to revise this amount in any manner which the CITY may deem appropriate to account for any future fiscal limitations affecting the CITY.
4. **PAYMENT PROCEDURES.** The CITY shall reimburse the GRANTEE only for actual incurred costs upon presentation of accurate and complete reimbursement forms as provided by the CITY in Attachment B and approved by the CITY. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

Requests for reimbursement by GRANTEE shall be submitted no more than once per month on or before the 15th of each month for the previous month's expenditures as directed below, using the forms provided by the CITY. For expenses incurred during the month of December, the reimbursement request shall be submitted on or before the 10th of January, and for expenses incurred during the month of June, the reimbursement request shall be submitted on or before

the 10th of July. In conjunction with each reimbursement request, GRANTEE shall certify that services to be performed under this Agreement do not duplicate any services to be charged against any other grant, subgrant or other founding source. **GRANTEE shall submit reimbursement requests to the CITY's Contract Representative designated on the FACE SHEET of this Agreement either by mail to the address listed above or by e-mail to chhsreports@spokanecity.org.**

A. Reimbursement Requests:

The GRANTEE shall submit comprehensive invoice packets for the first and last months of the period of performance as identified on the FACE SHEET of this Agreement. Comprehensive invoices must include the billing form, sub-reports, general ledger, and complete supporting documentation. The CITY may request a comprehensive invoice in lieu of a monthly invoice for monitoring purposes throughout the period of performance of this Agreement.

With the exception of the invoices for the first and last months of the project, the GRANTEE shall submit monthly invoices that include the billing form, appropriate sub-reports (e.g. payee expense detail, staff expense detail, housing assistance detail report), and the general ledger report for the applicable month. The GRANTEE shall maintain appropriate supporting documentation, including copies of receipts, time and effort tracking, and proof of payment.

B. Payment:

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the GRANTEE's application except as provided by state law. If the CITY objects to all or any portion of the invoice, it shall notify the GRANTEE and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

In the event that the CITY or HUD determines that any funds were expended by the GRANTEE for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the CITY or HUD may order repayment of the same. The GRANTEE shall remit the disallowed amount to the CITY within thirty (30) days of written notice of the disallowance.

- 1) The GRANTEE agrees that funds determined by the CITY to be surplus upon completion of the Agreement will be subject to cancellation by the CITY.
- 2) The CITY shall be relieved of any obligation for payments if funds allocated to the CITY cease to be available for any cause other than misfeasance of the CITY itself.
- 3) The CITY reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

C. Program Income

The GRANTEE shall report monthly on invoices submitted to CITY on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with program funds made available under this Agreement. The use of program income by the GRANTEE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the GRANTEE may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the CITY at the end of the Agreement period.

D. Indirect Costs

If indirect costs are charged using a methodology other than a Federally negotiated indirect cost rate or 10% of Modified Total Direct Costs (MTDC), as defined in 2 CFR 200.68, the GRANTEE shall submit an indirect cost allocation plan in compliance with 2 CFR Part 200, Subpart E and Appendix IV, including a cost policy statement, to the CITY's Contract Representative for approval prior to charging indirect costs to the project. The CITY's approval of the use of the rate shall be made in writing and the plan and cost policy statement must be updated and submitted annually. Indirect costs shall be applied in accordance with 2 CFR Part 200 Subpart E and 24 CFR 570.206

E. Travel

The GRANTEE shall obtain written approval from the CITY for any travel outside the metropolitan area with funds provided under this Agreement.

5. COMPLIANCE WITH LAWS AND PROGRAM REQUIREMENTS. Each party shall comply with all applicable federal, state, and local laws and regulations. Including program specific regulations as outlined in document attachments.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

7. NOTICES. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid, shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice by the PARTIES.

Communication and details concerning this Agreement shall be directed to the Agreement representatives as identified on the FACE SHEET.

8. AMENDMENTS. The CITY or GRANTEE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or GRANTEE from its obligations under this Agreement. **All amendments to this agreement must be requested in writing by the GRANTEE and shall be submitted to the CITY's Program Representative at least ninety (90) days prior to the end date of this Agreement as listed on the FACE SHEET. Requests**

submitted within the final ninety days of the period of performance of this Agreement shall be denied unless an extenuating circumstance exists which will be reviewed on a case-by-case basis. Requests for amendments to the budget must be submitted in writing using Attachment F Amendment Request Form.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the overall funding, the scope of services, period of performance or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PARTIES.

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

10. TERMINATION. Either party may terminate this Contract by thirty (30) days written notice to the other party. In the event of such termination, the City shall pay the GRANTEE for all work previously authorized and performed prior to the termination date.

A. The CITY may suspend or terminate this Agreement if the GRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and policies or directives as may become applicable at any time;
- 2) Failure, for any reason, of the GRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
- 3) Ineffective or improper use of funds provided under this Agreement; or
- 4) Submission by the GRANTEE to the CITY reports that are incorrect or incomplete in any material respect.

B. This Agreement may also be terminated for convenience by either the CITY or the GRANTEE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

11. INDEMNIFICATION. The Consultant shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results

from the concurrent negligence of the Consultant's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

12. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - 1) Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of \$1,000,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. **The certificate shall specify the City of Spokane as "Additional Insured"** specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. GENERAL CONDITIONS

A. "INDEPENDENT CONTRACTOR".

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment

of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the GRANTEE is an independent contractor.

B. WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. CITY RECOGNITION.

The GRANTEE shall ensure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the GRANTEE will include a reference to the support provided herein in all publications which are made possible via the funds made available under this Agreement.

14. Special Conditions

The GRANTEE shall send essential staff to all mandatory City, funder, and/or HUD training and information meetings.

The GRANTEE shall notify the CITY in writing of any changes in the Key Personnel assigned within thirty (30) days.

The GRANTEE shall not subaward any funds included in this Agreement without prior approval from the CITY.

The PARTIES shall provide to each other all public information communications that are publicly disseminated area-wide for the purpose of informing the public, including press and public information releases, in order to coordinate the respective communication efforts and to share consistent information with each other and the public. The PARTIES shall strive to provide each other with the drafts of all public information communications at least forty-eight hours prior to public release of the communication so that each agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The GRANTEE Further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

GRANTEE shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance coverage.

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

16. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

17. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any

detail required for the proper performance of the work, means that the Company shall perform the best general practice.

18. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Company.

19. CITY OF SPOKANE BUSINESS LICENSE. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

20. ADMINISTRATIVE REQUIREMENTS.

A. DOCUMENTATION AND RECORD KEEPING

1) Records to be Maintained

The GRANTEE shall maintain all records pertinent to the Program and activities to be funded under this Agreement. Such records shall include and show compliance with the following as applicable, but not be limited to:

- a. Records documenting homeless status or at risk of homeless status;
- b. Records documenting reasonable belief of imminent threat of harm;
- c. Records documenting annual income;
- d. Program participant records, housing standards and services provided;
- e. Conflict of interest and confidentiality requirements;
- f. Records documenting compliance with housing standards and Fair Housing; and
- g. Other records necessary to properly and thoroughly document Program compliance.

2) Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three (3) years. The retention period begins following the date of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and have commenced before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the six-year period, whichever occurs later.

3) Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income

level or other basis of determining eligibility, and description of service(s) provided. Such information shall be made available to CITY monitors or their designees for review upon request, during regular business hours.

4) Disclosure

h. "Confidential Information" as used in this section includes:

- i. All material provided to the GRANTEE by CITY that is designated as "confidential" by CITY;
 - ii. All material produced by the GRANTEE that is designated as "confidential" by CITY; and
 - iii. All personal information in the possession of the GRANTEE that may not be disclosed under state or Federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- i. The GRANTEE shall comply with all state and Federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of CITY or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or Federal laws related thereto. Upon request, the GRANTEE shall provide CITY with its policies and procedures on confidentiality. CITY may require changes to such policies and procedures as they apply to this Agreement whenever CITY reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by CITY. Upon request, the GRANTEE shall immediately return to CITY any Confidential Information that CITY reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- i. Unauthorized Use or Disclosure. The GRANTEE shall notify CITY within five (5) working days of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.
 - ii. GRANTEE shall maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project.
 - iii. GRANTEE certifies that the address or location of any family violence project will not be made public, except with written authorization of the person responsible for the operation of such project.

5) Close-outs

The GRANTEE's obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the GRANTEE has control over program funds, including program income.

6) Audits & Inspections

The GRANTEE shall maintain accurate records to account for its expenditures and performance. The CITY has the right to monitor and audit the finances of the GRANTEE to ensure actual expenditures remain consistent with the spirit and intent of this Agreement.

The GRANTEE shall establish and maintain a system of internal accounting control which complies with applicable Generally Accepted Accounting Principles (GAAP). All GRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, or other authorized officials, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

If this agreement is funded by Federal sources as identified on the FACE SHEET, the GRANTEE shall comply with Federal audit requirements who expend in excess of \$750,000 of federal funds. The CITY reserves the right to require special procedures which are more limited in scope than a full audit for those agencies expending less than \$750,000 in federal funds.

The GRANTEE must send a copy of its audit report, corrective action plan for any audit finding(s), and Management Letter to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months after the end of the audit period. Corrective action plans are to be submitted for all finding and Management Letters, not only those related to funding received from the CITY.

The GRANTEE that expends less than \$750,000 in a fiscal year in federal funds from all sources shall submit a copy of the GRANTEE's most recent Audited Financial Statement to the CITY's Contract Representative (designated on the FACE SHEET of this Agreement), 808 West Spokane Falls Boulevard, Spokane, Washington 99201, or to chhsreports@spokanecity.org, within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or no later than nine (9) months after the end of the audit period. The GRANTEE that does not receive a financial audit shall submit financial statements within ninety (90) calendar days of GRANTEE's fiscal year end to the CITY's Contract Representative by mail to the address listed above, or to chhsreports@spokanecity.org.

The GRANTEE is responsible for any audit exceptions or expenses incurred by its own organization or that of its Subcontractors and the CITY reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Failure of the GRANTEE to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

21. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Company's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Company's materials or information, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES. This Contract shall be performed under the laws of the State of Washington. Any litigation to enforce this Contract or any of its provisions shall be brought in Spokane County, Washington.

23. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

24. WAIVER

The CITY's failure to act with respect to a breach by the GRANTEE does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right, remedy or provision shall not constitute a waiver of such right, remedy or provision, at any time.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the GRANTEE for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the GRANTEE with respect to this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signature below. The undersigned certifies compliance with all Agreement provisions as listed above.

GRANTEE

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

- Attachment A – Debarment and Suspension
- Attachment B – Scope of Work
- Attachment C – Performance
- Attachment D – Regulations
- Attachment F – Amendment Request Form
- Attachment H – CMIS Requirements

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180.

- (1) 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-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - (c) Are not presently indicted 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-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) The undersigned agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- (3) The undersigned further agrees by signing this Agreement that it will include the following required certification, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions
1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (4) The undersigned shall notify the City immediately that if it or a lower tier contractor become debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency during the period of performance of this Agreement.
- (5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
- (6) I understand that a false statement of this certification may be grounds for termination of the Agreement.

By signing this Attachment, the Grantee indicates acceptance of and compliance with all requirements described above.

Federal Funding Accountability and Transparency Act (FFATA) Certification

The Federal Funding Accountability and Transparency Act (FFATA) seeks to provide the public with greater access to Federal spending information. Due to FFATA requirements, you are required to provide the following information which will be used by the City to comply with federal reporting requirements.

If certain conditions are met, Grantee must provide names and total compensation of the top five highly compensated Executives. Please answer question 1, and follow the instructions. If directed to question 2, please answer and follow instructions.

1. In Grantee's previous fiscal year, did Grantee receive (a) 80% or more of Grantee's annual gross revenues in U.S. Federal contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts and subcontracts and other Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

Yes If yes, answer question 2 below.

No If no, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

2. Does the public have access to information about the compensation of Grantee's Executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15 U.S.C. 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

Yes If yes, stop, you are not required to report names and compensation. Please sign and submit form with the Agreement.

No If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:
Name:	Total Compensation:

The Grantee certifies that the information contained on this form is true and accurate.

By: _____
Title: _____
Date: _____

Attachment B: Scope of Service

A. ACTIVITIES

Host Homes are a combination of homes identified by providers, and homes youth already have relationships with, such as relatives or friends, where additional case management, staff or financial support are needed. Host homes will serve 8 Youth and Young Adult per year, and the target population is unaccompanied minors. The host home program will provide a resource for unaccompanied youth under the age of 18 who are not currently served by child welfare system or crisis residential center.

The program will offer flexible financial assistance, training for hosts, and supports for hosts, youth, and families of origin. Program staff will utilize an individualized service / housing stability plan to identify levels of risk / build upon youth strengths, and build protective factors to offset risks. They will support each youth in achieving their housing stability, with emphasis on connecting individuals with services and supports that facilitate increased economic / educational / entrepreneurial success, as well as emotional health and community connectedness. Services provided to youth and families, utilizing evidence informed services, including but not limited to Positive Youth Development and Trauma Informed Care,

Host Home hosts will be screened (background check, 2- 3 interviews and references) and receive training and ongoing support, especially with boundary-setting, managing expectations, conflict mediation, and cultural competency. Host Homes will develop formal partnerships with schools, child welfare, justice,

B. PERFORMANCE MEASURES

Project performance measures are identified as follows:

HMIS Project Name(s):	
Population(s) Served	Youth and Young Adults
# of Units in Inventory:	8
# of Beds in Inventory:	8
Projected # of Households Served	8

SSO	Minimum Performance Standards	2022-2023
# of households served	8	
Metric 7a.1: % of exits to permanent housing destinations	40%	
Metric 7a.1: % of exits to temporary or institutional settings	25%	
Metric 7.a.1: Successful exits from street	65%	

Metric 2b: Returns to homelessness	20%	
---	-----	--

Category	Amount
Supportive Services Only	\$ 132,881
Administration	\$ 5,119.00
Total	\$ 138,000.00

Any amendments to the budget must be requested in writing by the GRANTEE and shall be submitted to the CITY’s Contract Representative. If approved, the CITY will notify the GRANTEE in writing. **Budgeted amounts shall not be shifted between categories or programs without written approval by the CITY** and any costs for completing the project over and above the amount awarded by the CITY shall be the responsibility of the GRANTEE. Requests for amendments to the budget must be submitted in writing as set forth in Section No. 7, paragraph

D. Matching Contributions

The GRANTEE is required to make matching contributions to supplement the CoC Program in accordance with 24 CFR 578.73. The GRANTEE must match all grant funds expended, except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources. It is the responsibility of the GRANTEE to ensure that match activities are eligible and properly documented.

The GRANTEE shall provide matching funds for this project in the amounts and forms as identified below:

Cash Match		Match Waiver through 2024
In-Kind Match		Match Waiver through 2024
Total Match Commitment	0	

Match must be used for the costs of activities that are eligible under this grant as defined in Subpart D of 24 CFR, Part 578. Cash match must be expended within the term of the Agreement and in-kind contributions must be made within the term of this Agreement.

Funds from any source, including other Federal sources (excluding Continuum of Care program funds), as well as state, local, and private sources may be used as the source of cash match, provided that funds from the source are not statutorily prohibited to be used as a match and are not being used as a match against any other funding source. GRANTEE's program income may be used to as match, provided the costs are eligible CoC costs that supplement the CoC

The GRANTEE may use the value of any real property, equipment, goods or services contributed to the project as in-kind match, provided that if the GRANTEE had to pay for them with grant funds, the costs would have been eligible under Subpart D of 24 CFR Part 578.

If in-kind services are used to fulfil part of the match, the GRANTEE must submit a copy of the Memorandum of Understanding (MOU) executed between the GRANTEE and the third party that will provide services to the CITY's Contract Representative when first reporting the match using the CITY's invoice packet.

The GRANTEE shall maintain documentation of the actual in-kind services provided to program participants and in-kind contribution to the project throughout the grant period. The records must evidence how the value placed on third-party in-kind contributions was derived. In-kind match represented by volunteer services must be documented using the same methods used by the GRANTEE to support the allocation of regular personnel costs. Services provided by the individuals must be valued at rates consistent with those ordinarily paid for similar work in the GRANTEE's organization. If employees of the GRANTEE do not perform similar work, the rates must be consistent with those ordinarily

The GRANTEE shall report match information to the CITY on the match report form included in Attachment E Billing Sheet in accordance with the Match Reporting procedures outlined in [Section No. 9 Administrative Requirements] Project Income Report for projects with project income.

E. COORDINATED ASSESSMENT PROGRAM

The GRANTEE shall participate in the Spokane Continuum of Care Singles and Homeless Families Coordinated Assessment programs, as applicable, and all housing placements and enrollments made under this Agreement shall come through these programs.

F. CHILDREN'S SERVICES

If the project provides housing or services to families, GRANTEE shall designate a

G. PERFORMANCE MONITORING

The CITY will monitor the performance of the GRANTEE using a risk-based approach against program goals and performance measures as stated above, complete and timely submittal of performance data, spend down of grant funds, and all other terms and conditions of this agreement in accordance with the Homeless Services and Rehousing Programs Project Monitoring Guide for Sub-Recipients. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement and shall result in action which may include, but is not limited to: the GRANTEE being required to submit and implement a corrective action plan, payment suspension, funding reduction, or grant termination. If action to correct such substandard performance is not taken by the GRANTEE within a reasonable period of time after being notified by

Attachment C Quarterly Performance Report

Date Requested:

Agency Requesting:

Contact Person:

Email:

Phone:

OPR:

If any of the Minimum Performance Standards were not met, please explain why and how these deficiencies will be addressed moving forward.

SSO	Minimum Performance	Q1	Q2	Q3	Q4
# of households served	8				
Metric 7a.1: % of exits to permanent housing destinations	40%				
Metric 7a.1: % of exits to temporary or institutional settings	25%				
Metric 7.a.1: Successful exits from street	65%				
Metric 2b: Returns to homelessness	20%				

Attachment D: Regulations

The use of grant funds under this agreement is subject to applicable requirements of the regulations as listed below. Regulations may be amended from time to time.

24 CFR 578.3, 578.15, 578.23 (a), 578.25, 578.27, 578.29, 578.37, 578.45, 578.47, 578.49, 578.51, 578.53, 578.55, 578.57, 578.59, 578.61, 578.63, 578.73 (c), 578.75, 578.77, 578.79, 578.81, 578.83, 578.85, 578.87, 578.89, 578.91, 578.91, 578.93, 578.95, 578.97, 578.99, 578.103(a)(3)- (18) and (b)- (e), 578.107 and 578.109. The requirements of 2 CFR 200.306, as may be amended from time to time with the exception of 200.306(b)(5) apply.

Attachment F Out of Cycle Contract Amendment Request

Date Requested:
 Agency Requesting:
 Contact Person:
 Email:
 Phone:
 OPR:

Type of Revision Requested Budget Revision Performance Other

Please Describe your Request

If this is a budget revision please update the budget chart below

Budget Category	Original Budget	Adjustment Request mm.dd.yy	Budget After Adjustment	Expenses through mm.dd.yy	Balance Remaining
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
			\$ -		\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

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Attachment H

WA-502 Spokane City/County Continuum of Care (CoC) Annual Performance Report (APR) Process

Context: The CoC APR has programmatic, financial, and Community Management Information System (CMIS) data components that are produced and reviewed independently, then reviewed together in a complete draft report, before being finalized for submission. This process involves contributions by the CMIS Lead, the Collaborative Applicant Program staff, the Collaborative Applicant's Accounting Team, as well as the sub-recipient agency ("agency") before being forwarded to CoC Program Lead for final review. Each step of the APR process is logged in the CoC APR FY 20XX Spreadsheet on the common drive, including the date of completion for each step. The entire APR process is represented by the following flows:

Agency Responsibilities: Project funds have been expended by the end of the operating term.

- Ensure matching requirement has been met by the end of the project operating term.
- Ensure data is up-to-date each month over the course of the project term with on-time monthly data quality reporting to CMIS Team.
- Ensure data is up-to-date by the 5th of the month after the operating term ends.
- Send a data quality report to the CMIS Analyst or designated point of contact (POC).
- Address any outstanding data issues as identified by the CMIS POC within 7 days after the 2nd data quality report pulled by CMIS POC.
- Ensure all project narratives and any additional issues identified by the Program POC are addressed by the deadline identified by the Program POC.

CMIS:

- Step 1: On the 5th of the month after the operating term ends, the agency is required to send a data quality report to the CMIS designated point-of-contact (POC). This data quality report is used to verify that the data is up-to-date and accurate and to ensure the agency is aware of any issues identified in the report.
- Step 2: The agency has 30 days to correct any data issues identified by the report.
- Step 3: After 30 days, CMIS POC pulls the data quality report for the project for final check and connects with agency if any issues remain.
- Step 4: The agency has 7 business days to correct any outstanding issues. If issues are not resolved, the CMIS POC will case conference issues with the CA program POC.
- Step 5: CMIS POC will pull CSV file and upload it into the SAGE Repository. Once complete, the CA program POC, will be notified.

Collaborative Applicant Program:

- Step 1: 30 days after operating term ends, CA program POC reviews the following: data quality report for the project pulled by CMIS, CSV file uploaded in SAGE, project utilization, and financial information in the financial workbook.
- Step 2: The CA program POC will identify narratives and any additional data items to be addressed by the agency and contact the agency with instructions, CSV file and utilization from SAGE, APR guidebook, and project application with date items are to be submitted/returned to the CA program POC for review.
- Step 3: The CA program POC will then notify the CA Accounting POC to enter financial information in SAGE
- If match is met via a source not included in the local contract, CA program POC will pull in the necessary information and provide it to the CA Accounting POC for records and then input into SAGE no later than the 15th of the final month that the APR is due.
 - This initiates the Accounting flow, which runs concurrently with remaining steps until submission.
- Step 4: Once the narratives are received from the agency, CA program POC reviews them for completion and/or follow-up. Then enter narratives into SAGE.
- Step 5: Verify financial information is entered in SAGE and compare it to HUD's electronic Line of Credit Control System (LOCCS).
- Step 6: Final review of all information and completed submission sent to agency for final review before submission to HUD.
- Step 7: Submit project APR in SAGE.

Collaborative Applicant Accounting Team:

- Step 1: CA Accounting POC enters financial information into SAGE once the final draw is complete, by the end of the second month.
- Step 2: Once notified by CA program POC, the CA Accounting team pulls financial information from the workbook and enters it into SAGE, no later than the 15th of the final month when the APR is due.
- Step 3: Compare financial information to the Financial Reporting Module (FMS) and LOCCS for accuracy.
- Step 4: Once information is verified to the match, it is entered into SAGE.
- Step 5: Complete required financial backup for the hard copy file and provide it to Program POC for review, indicating accounting piece is finished and the final draw has been completed.

- Step 6: CA Accounting will notify CA program POC of any draws made after transferred to the Program POC, at which point the financial accuracy verification steps will be completed again and a hard copy back-up will be updated.
- Step 7: CA Accounting will notify CA program POC of any scheduled absences during the APR completion season (September through March) to ensure proper coordination and accommodation of financial information.

Collaborative Applicant Quarterly Performance Tracking, Monitoring and Reporting

Context: The Washington State’s Auditor’s Office recently identified the need for the City of Spokane to provide regular tracking, monitoring, reporting of funder-required performance. In response, the City of Spokane, as the Collaborative Applicant for WA502 CoC, will begin quarterly tracking, monitoring, and reporting of funder required performance measures.

A reporting template has been created for the agencies and the CA to use in tracking, monitoring, and reporting performance information. This template, Attachment C – Performance, will be completed by the agency and submitted to the CA program staff. The sub-recipient agency and the CA program staff will follow the following process.

Agency Responsibilities:

Agencies using a comparable database (DV)

- At the end of each quarter, pull data from **HUD Annual Performance Report** . Using data from the comparable database and from the APR report complete the template.
- Complete the narrative section of the template.
- Submit the completed template with your invoice package by the 15th of the month following the end of the quarter.

Coordinated Entry projects

- At the end of each quarter use CMIS Data Explorer to pull the data needed to complete the template.
- Complete the narrative section of the template.
- Submit the completed template with your invoice package by the 15th of the month following the end of the quarter.

All other agencies

- At the end of each quarter, access the agency's **System Performance Measures (2020)** report from the list of CMIS Reports to complete the template.
- Complete the narrative section of the template.
- Submit the completed template with your invoice package by the 15th of the month following the end of the quarter.

CA Program POC:

- Enter timely receipt of the reports into the tracking sheet. Timeliness of response and full completion of the reports will be scored by the RFP and Funding Committee as part of the annual renewal process.
- Review the submitted reports and respond to the agencies regarding the reports. The CA program POC may suggest or require technical assistance or trainings offered by HUD or other partners as supports for the agency in areas of lower performance.
- Combine all reports into a single document and submit to the CoC Board for review.
- Save the reports in the project file.



Agenda Sheet for City Council Meeting of:

06/05/2023

Date Rec'd	5/17/2023
Clerk's File #	OPR 2021-0565
Renews #	
Cross Ref #	
Project #	2021081
Bid #	
Requisition #	

Submitting Dept	INTEGRATED CAPITAL MANAGEMENT
Contact Name/Phone	MARCIA DAVIS 625-6398
Contact E-Mail	MDAVIS@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4250 – GHD AMENDMENT - LINK STRATEGY FOR WATER AND WASTEWATER

Agenda Wording
 Amendment to the agreement with GHD, Inc. to develop future infrastructure concept designs and costs associated with the City to provide planning framework and engineering analysis for the wastewater system.

Summary (Background)
 The original proposal included planning and engineering for both water and wastewater. The strategy for water was implemented first and is nearing completion. This contract amendment is a continuation to develop a similar framework and also adds additional analysis for the water system.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 939,503.00	# 0
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	DAVIS, MARCIA	Study Session\Other	PIES 5/22/23
Division Director	FEIST, MARLENE	Council Sponsor	Kinnear & Bingle
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	HARRINGTON, MARGARET	eraea@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	ddaniels@spokanecity.org	
Additional Approvals		icmaccounting@spokanecity.org	
Purchasing		mdavis@spokanecity.org	
		nsulya@spokanecity.org	
		Signee: anne.lynch@ghd.com	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	ICM
Contact Name	Marcia Davis
Contact Email & Phone	mdavis@spokanecity.org 509-625-6398
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract Amendment for Link Utilities Strategy for Water
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The City entered into a contract with GHD, Inc. for Link Utilities Strategy for Spokane Water System in September 2021. The goal of this study is to develop a sustainable, resilient, and affordable plan to meet water demands for the next 20 years.</p> <p>The scope of this contract amendment is to provide planning and engineering support for the development of Link Utilities for Wastewater/Stormwater. This is a continuation of work that initially developed a similar framework for the City's Water Utility. This project's goal is to develop a plan for their Wastewater/Stormwater System that will meet the demands for the next 20 years and to create a sustainable, resilient, and affordable future that is endorsed by key stakeholders. Also included in this amendment is additional analysis to optimize the water system.</p>
Proposed Council Action	Approve amended scope and fee for contract
Fiscal Impact Total Cost: <u>\$939,503</u> 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: -Capital Utility Rates Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
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 is a public works project to address drinking water capacity 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?

This project is consistent with our adopted six-year programs as well as the annual budget and strategic initiative to advance street maintenance activities. It also supports priority action WR 6.1 in our Sustainability Action Plan (2021).



City of Spokane
CONTRACT AMENDMENT
Title: **LINK STRATEGY FOR WATER**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **GHD INC.**, whose address is 9725 Third Avenue, NW, Seattle, Washington 98115 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform a Development of a Link Strategy for the City’s Water; and

WHEREAS, additional work has 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 October 13, 2021, 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 June 5, 2023 and shall run through December 31, 2024.

3. AMENDMENT.

The original Agreement is hereby amended to provide planning and engineering support for the development of Link Utilities for Wastewater/Stormwater, in accordance with Consultant’s April 24, 2023 Scope of Work, attached hereto as Exhibit A. This is a continuation of work that initially developed a similar framework for the City’s Water Utility.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **NINE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED THREE AND NO/100 DOLLARS (\$939,503.00)**, and applicable sales 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.

GHD INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A - Consultant's April 24, 2023 Scope of Work

23-103

EXHIBIT A



April 24, 2023

Description of Work:

GHD, Inc. (Contractor) will provide planning and engineering support to the City of Spokane (City) for the development of Link Utilities for Wastewater/Stormwater Project. This is a continuation of work that initially developed a similar framework for the City's Water Utility. This project's goal is to develop a plan for their Wastewater/Stormwater System that will meet the demands for the next 20 years and to create a sustainable, resilient, and affordable future that is endorsed by key stakeholders. This will be done by creating resiliency within the wastewater/stormwater system while balancing levels of service; existing and future planning and development needs; anticipating growth, regulatory changes, foreseen and unforeseen risks (including climatic impacts); addressing aging infrastructure and maintenance requirements, as well as meeting community expectations and maintaining affordability of wastewater/stormwater services. The project will be delivered through the following six core tasks:

- Task 8: Link Spokane for Wastewater Framework and Management
- Task 9: Link Spokane for Wastewater Communications and Engagement
- Task 10: Link Spokane for Wastewater Multi-Objective Criteria Analysis
- Task 11: Link Strategy for Wastewater/Stormwater Development
- Task 12: Well Supply Optimization Study
- Task 13: City of Spokane West Plains Water Infrastructure Improvements

Scope of Work

Task 8: Link Spokane for Wastewater Framework and Management

Task 8 consists of developing the Link Framework program and project management support for tasks described in this scope of work. To accomplish this task, the Contractor will perform the following:

- A. **Link Spokane Wastewater/Stormwater Development and General PM Support** – Contractor will provide general support for the City's PM, and general oversight of subcontractors, and project initiation activities. Contractor will work with City's PM to develop PMP updates to guide the project, provide monthly status reports and invoices, and submit a project completion package. The project completion package will include digital files associated with the project in native and PDF (where created) file format provided on a thumb or hard drive. The project is assumed to last 13 months.
- B. **PM Meetings** - Contractor will convene, prepare for, and hold bi-weekly Project Management Meetings or conference calls with City's PM. Up to 25, 1-hour meetings are included in this Task. Contractor will provide an email summary of key decisions and action items for each meeting in electronic format. The first meeting will be a virtual project kick-off meeting where we will establish the approved workplan, and communication approaches. It is assumed that up to 5 meetings may be in person and scheduled to be in conjunction with other in-person meetings or workshops as described in Table 1.
- C. **Project Schedule** – Contractor will develop and update project schedule to track the progress, as requested by City PM. Up to four (4) draft schedules will be provided in electronic format. The project is assumed to last 12 months.
- D. **QA/QC** – Contractor will develop one (1) draft of a QA/QC Plan as well as lead and manage QA/QC for the project. The project is assumed to last 12 months.

Table 1

PM and Workshop Meetings (In-Person and Virtual)

Meeting Number	Month / Year	Meeting Type	Assumptions & Activities
1	Week of June 5, 2023	Kick-off Meeting and Project Planning	Virtual: Identify City staff participants for Technical Advisory Committees (TAC) members to attend LOS, COF, and Multi-Objective Decision Analysis (MODA) workshops. Plan workshop schedule and discuss invitation materials (TAC Charter etc).
2	Week of June 19, 2023	PM Meeting	Virtual: Review TAC Charter. Discuss workshop 1 agenda and goals. Discuss interviewee list, questionnaire, and TAC establishment process.
3	Week of July 17, 2023	PM Meeting	Virtual: Review Sustainability Action Plan findings. Discuss workshop 1 participant availability. Review agenda and workshop 1 materials and activities. Discuss pre-work for workshop, which would include LOS overview and collection and lift station, stormwater, and wastewater treatment LOS as an example.
3a	Week of July 24, 2023	iTAC Workshop 1: Level of Service (Collections, Lift Station, Stormwater, and Wastewater)	iTAC Virtual: Kick-off and review LOS standards of practices. Detailed discussion of first tranche of LOS parameters. (Homework: review draft LOS parameters in excel spreadsheet in preparation for Workshop 2).
4	Week of July 31, 2023	PM Meeting	Virtual: Discuss iTAC # 2, 3, 4 workshop participant availability, agenda, and goals.
4a	Week of August 7, 2023	iTAC Workshop 2: Level of Service (Part B: Collection & Lift Station)	iTAC In-Person: Review the first tranche of LOS and detailed discussion of second tranche of LOS parameters. (Homework: review and endorse the finalized collection and lift station parameters).
4b	Week of August 7, 2023	iTAC Workshop 3: Level of Service (Part B: Stormwater)	iTAC In-Person: Review the first tranche of LOS and detailed discussion of second tranche of LOS parameters. (Homework: review and endorse the finalized stormwater parameters).
4c	Week of August 7, 2023	iTAC Workshop 4: Level of Service Part B: (Wastewater)	iTAC In-Person: Review the first tranche of LOS and detailed discussion of second tranche of LOS parameters. (Homework: review and endorse the finalized wastewater treatment parameters).
5	Week of August 14, 2023	PM Meeting	Virtual: Discuss iTAC # 5, 6, 7 workshop participant availability, agenda, and workshop goals.
6	Week of August 28, 2023	PM Meeting	Virtual: Review iTAC # 5, 6, 7 agenda and workshop materials and activities.
6a	Week of August 28, 2023	iTAC Workshop 5: Consequence of Failure (Collection & Lift Station)	iTAC In Person: Review COF standards of practices. (Homework: review COF parameters in excel spreadsheet).
6b	Week of August 28, 2023	iTAC Workshop 6: Consequence of Failure (Stormwater)	iTAC In-Person: Review COF standards of practices. (Homework: review and approve COF parameters in excel spreadsheet).
6c	Week of August 28, 2023	iTAC Workshop 7: Consequence of Failure (Wastewater)	iTAC In-Person: Review COF standards of practices. (Homework: review and approve COF parameters in excel spreadsheet).
7	Week of September 11, 2023	PM Meeting	Virtual: Discuss iTAC # 8 & 9 workshop participant availability, agenda, and workshop goals and eTAC kick-off meeting (#1). Review eTAC Charter. Discuss eTAC workshop 1 agenda and goals. Discuss interviewee list, questionnaire, and eTAC establishment process.

Meeting Number	Month / Year	Meeting Type	Assumptions & Activities
8	Week of September 25, 2023	PM Meeting	Virtual: Review iTAC # 8 & 9 agenda and workshop materials and activities and eTAC kick-off meeting (#1).
9	Week of October 9, 2023	PM Meeting	Virtual: Review iTAC # 8 & 9 agenda and workshop, & eTAC kick-off meeting (#1) materials and activities.
10	Week of October 23, 2023	PM Meeting	Virtual: Review of project status. Preparation for eTAC #2 and iTAC workshop #10 agenda and materials.
10a	Week of October 23, 2023	iTAC Workshop 8: MODA (Part A - Stormwater, Wastewater)	iTAC In-Person: Review MODA Criteria and Development (Homework: review MODA process).
10b	Week of October 23, 2023	iTAC Workshop 9: MODA (Part B – Collection & Lift Station)	iTAC In-Person: MODA Development and Results (Homework: review and approve MODA results).
10c	Week of October 23, 2023	eTAC Workshop 1: Kick-off Meeting	In-Person: eTAC kick-off meeting.
11	Week of November 6 2023	PM Meeting	Virtual: MODA Scoring status, Discuss pathways objectives. Explore actions for up to 5 scenarios to meet City stormwater and wastewater objectives. Review eTAC #2 and iTAC #10 agenda and workshop materials and activities.
12	Week of November 20, 2023	PM Meetings	Virtual: Review Draft Original and BAU Pathways Lists. Review Draft Report Outline. Review Public Meeting #1 meeting preparation
13	Week of December 4, 2023	PM Meetings	In-Person: Review final Public Meeting #1 materials.
13a	Week of December 4, 2023	eTAC Workshop 2: Review of LOS, COF, & MODA	In-Person: Review LOS, COF, and MODA.
13b	Week of December 4, 2023	iTAC Workshop 10: Uncertainty Analysis (Collection & Lift Station, Stormwater, Wastewater)	iTAC In-Person: Identify stressors by theme, description of the stressor, the driver of change, potential scale, and timing of impact. Build upon Link Strategy for Water. (Homework: review and approve uncertainty analysis matrix).
13c	Week of December 4, 2023	Public Meeting 1	In-Person: How Community Can Help Address Wastewater/Stormwater System issues.
14	Week of December 18, 2023	PM Meetings	Virtual: Review Draft 2 additional Pathways Lists. Review iTAC #12 draft meetings materials.
15	Week of January 15, 2024	PM Meetings	Virtual: Review Final Pathways Lists including 5 th scenario. Review iTAC #11 materials.
16	Week of February 12, 2024	PM Meetings	Virtual: Review Final Pathways and Draft recommendations. Review eTAC #3 and Public Meeting #2 materials.
16a	Week of February 12, 2024	iTAC Workshop 11: Draft Strategy Review	In-Person: Review Pathways.

Meeting Number	Month / Year	Meeting Type	Assumptions & Activities
17	Week of March 4, 2024	PM Meetings	Virtual: Review Draft Strategy. Review eTAC #3 and Public Meeting #2 materials.
18	Week of March 18, 2024	PM Meetings	In-Person: Review final iTAC #12 materials. Review comments on Draft Strategy.
18a	Week of March 18, 2024	iTAC Workshop 12: Draft Strategy Review	In-Person: Review of Draft Strategy comments.
19	Week of April 1, 2024	PM Meetings	Virtual: Review iTAC comments on Draft Strategy. Review eTAC #3 agenda and workshop materials and activities.
20	Week of April 15, 2024	PM Meetings	In-Person: Review eTAC #3 agenda and workshop materials and activities. Review public meeting plan.
20a	Week of April 15, 2024	eTAC Workshop 3: Review Draft Strategy	In-Person: eTAC Review Draft Strategy.
21	Week of April 29, 2024	PM Meetings	Virtual: Review eTAC #4 and Public Meeting #2 draft materials. Review Spokane Municipal Code Changes (SMC).
22	Week of May 13, 2024	PM Meetings	In-Person: Review Draft SMC comments. Review Final eTAC #4 and Public Meeting #2 materials.
22a	Week of May 13, 2024	Public Meeting 2	In Person: Layout of Draft Strategy.
22b	Week of May 13, 2024	eTAC Workshop 4: Review Final Strategy	In-Person: eTAC review Final Strategy.
23	Week of May 27, 2024	PM Meetings	Virtual: Review Final Strategy and Public Meeting #3 meeting materials.
24	Week of June 10, 2024	PM Meetings	In-Person: Review Public Meeting #3 meeting preparation. Review Final Plan and Spokane Municipal Code Changes.
24a	Week of June 10, 2024	Public Meeting 3	In-Person: Review Final Plan.
25	Week of June 24, 2024	Project Close-out Meeting	Virtual: Review project close out materials.

Note: Bold Text indicates In-Person Meeting and Grey Text indicates non-PM meetings that accounted for in other tasks.

Deliverables

Deliverables included as part of Task 8 include:

- One Draft and four (4) updates of PMP
- Up to 24 email summaries of key decisions and action items from PM and Miscellaneous Meetings
- Four (4) drafts of updated tasks schedules

- 12 status reports/invoices
- One Draft of a QA/QC Plan
- One Project Completion Package
- As Needed PM Meetings: Up to 4 email summaries of key decisions and action items

Task 9: Link Spokane for Wastewater Communications and Engagement

The communications and engagement (C&E) approach will seek engagement and input for use in decision-making on many levels including the internal City PM Team, internal TAC Team (City technical staff), internal City Stakeholders (City Department Heads, Mayor, and City Council), key external stakeholder groups, and the public at large. The approach will include gathering stakeholder feedback on the project's decision-making processes and strategy development through a series of internal and external engagement opportunities. This will include stakeholder interviews, workshops, TAC meetings and public meetings. The purpose and focus of these meetings are to engage the City's diverse stakeholders in the process as well as improve understanding of how equity, climate change, system constraints, and level of service impact the development of a long-term Strategy for the system. Specific activities to be performed as part of this task include:

C&E PLAN

- A. **Establish Engagement Principles and Goals** – A C&E 2-hour kick-off meeting will be held with the City PM and other City staff, as determined by the City, to outline and establish the engagement principles and goals. This meeting will be held in conjunction with the project kick-off meeting. The meeting will involve discussion around defining measures of success, roles and responsibilities and timelines for the Project preparation and execution. It will also involve a collaborative risk assessment, and gap analysis to prepare the team for Project roll out. An agenda will be prepared for the workshop. A proposed draft of the goals will be presented at the meeting and revised based on input from participants. One draft and one final version of the principals and goals, as well as a summary of discussions will be developed and submitted in electronic format. It is assumed that this meeting will be held in conjunction with the project kick-off and Stakeholder mapping meetings.
- B. **Perform Stakeholder Mapping** – Following the C&E kick-off meeting a 2-hour workshop will be held with the City PM and other City staff (as determined by the City PM) to map out the key stakeholders and develop engagement approaches for each subset of stakeholder group. This meeting will be held in conjunction with the project kick-off meeting. This process will include identifying champions within the community. Prior to this meeting a draft set of potential stakeholders will be developed by the Contractor, along with a matrix mapping engagement that outlines the who, when, how, and what types of engagement strategies and what is the desired outcome of each engagement. An agenda and a meeting summary of key decisions will be developed for the workshop and submitted in electronic format. The draft matrix will be vetted with City staff before the final matrix is finalized. A Draft and Final Mapping Matrix will be developed and submitted in electronic format. It is assumed that this meeting will be held in conjunction with the project kick-off and C&E kick-off meetings.
- C. **Develop Final Communication and Engagement (C&E) Plan** – A C&E Plan that describes the stakeholder engagement and outreach effort will be developed that has a communications schedule that aligns with the full project scope. A draft C&E Plan will be developed and submitted in electronic format. One set of consolidated comments on the Draft plan will be incorporated into the Final C&E Plan and submitted in electronic format.

Engagement Activities

Establish Technical Advisory Committee (TAC) Team and Facilitate Workshops – Two (2) TAC teams (one internal and one external) will be established that will function as key stakeholder groups throughout the duration of the process. The internal TAC Team will have representatives from the different segments of the city including planning, engineering, operations, maintenance, regulatory, and community engagement. The external TAC Team will be comprised of members of the public who have relevant technical and/or community expertise.

D. Internal TAC TEAM

Up to twelve (12), 2-hour workshops (11 in-person and 1 virtual) will be held with the internal TAC Team to build consensus and provide input on the Multi-Objective Decision Analysis (MODA) framework, Link Strategy for Wastewater/Stormwater (Strategy), and design standards/ policies updates, as show in Table 4. The Strategy will build upon the Link Strategy for Water drafted March 2023. Prior to the first Internal TAC Team Meeting, selected TAC Team members will be interviewed to gain early feedback on the project, TAC Team Process, and Strategy Framework. Early engagement on the process is a vital ingredient in stakeholder management, understanding that if you engage stakeholders early in the project and give them input opportunities into the engagement process, they will be more likely to accept the outcome even if they disagree with it. Interviews will be conducted with up to five (5) Internal TAC Team members (1-hour per interview session). The information from these interviews will be used to inform the Internal TAC Team Charter and be used to gain an understanding of City system issues. The interviews will be summarized into a short summary. One draft and one final version of the summary will be developed and submitted electronically.

It is assumed that workshops will be in person as shown in Table 4. In-person workshops will be held in conjunction with PM Meetings (Task 8B) and or other meetings/workshops. The internal TAC Team will work to establish acceptable decision criteria definitions including level of risk and service, importance factors (weighting), and assist with alternative scoring. A Draft internal TAC Team charter will be developed to gain commitment and endorsement for the goals, process, and direction of the TAC. It is assumed that workshop materials will be provided virtually to attendees and shared electronically during each workshop. Agendas and summaries of key decisions will be developed for each TAC Team workshop and submitted in electronic format.

Table 2 Internal TAC TEAM Workshops

Internal TAC Team Workshop	Month/Year	Purpose
iTAC Workshop 1: Level of Service (Collections, Lift Station, Stormwater, and Wastewater)	Week of July 24, 2023	iTAC Virtual: Kick-off and review LOS standards of practices. Detailed discussion of first tranche of LOS parameters. (Homework: review draft LOS parameters in excel spreadsheet in preparation for Workshop 2).
iTAC Workshop 2: Level of Service (Part B: Collection & Lift Station)	Week of August 7, 2023	iTAC In-Person: Review the first tranche of LOS and detailed discussion of second tranche of LOS parameters. (Homework: review and endorse the finalized collection and lift station parameters).
iTAC Workshop 3: Level of Service (Part B: Stormwater)	Week of August 7, 2023	iTAC In-Person: Review the first tranche of LOS and detailed discussion of second tranche of LOS parameters. (Homework: review and endorse the finalized stormwater parameters).
iTAC Workshop 4: Level of Service Part B: (Wastewater)	Week of August 7, 2023	iTAC In-Person: Review the first tranche of LOS and detailed discussion of second tranche of LOS parameters. (Homework: review and endorse the finalized wastewater treatment parameters).
iTAC Workshop 5: Consequence of Failure (Collection & Lift Station)	Week of September 4, 2023	iTAC In Person: Review COF standards of practices. (Homework: review COF parameters in excel spreadsheet).

Internal TAC Team Workshop	Month/Year	Purpose
iTAC Workshop 6: Consequence of Failure (Stormwater)	Week of September 4, 2023	iTAC In-Person: Review COF standards of practices. (Homework: review and approve COF parameters in excel spreadsheet).
iTAC Workshop 7: Consequence of Failure (Wastewater)	Week of September 4, 2023	iTAC In-Person: Review COF standards of practices. (Homework: review and approve COF parameters in excel spreadsheet).
iTAC Workshop 8: MODA (Part A - Stormwater, Wastewater)	Week of October 16, 2023	iTAC In-Person: Review MODA Criteria and Development (Homework: review MODA process).
iTAC Workshop 9: MODA (Part B – Collection & Lift Station)	Week of October 16, 2023	iTAC In Person: MODA Development and Results (Homework: review and approve MODA results).
iTAC Workshop 10: Uncertainty Analysis (Collection & Lift Station, Stormwater, Wastewater)	Week of November 20, 2023	iTAC In-Person: Identify stressors by theme, description of the stressor, the driver of change, potential scale, and timing of impact. Build upon Link Strategy for Water. (Homework: review and approve uncertainty analysis matrix).
iTAC Workshop 11: Draft Strategy Review	Week of February 12, 2024	In-Person: Review Pathways.
iTAC Workshop 12: Draft Strategy Review	Week of March 18, 2024	In-Person: Review of Draft Strategy comments.

E. External TAC Team

Up to four (4), 1-hour workshops will be held with the external TAC Team (4 in-person) to build consensus and provide input on the MODA framework, Strategy, and design standards/ policies updates, as show in Table 5. Prior to the first TAC Team Meeting, selected external TAC Team member will be interviewed to gain early feedback on the project, TAC Team Process, and Strategy Framework. Early engagement on the process is a vital ingredient in stakeholder management. When you engage stakeholders early in the project and give them input opportunities into the engagement process, they are more likely to accept the outcome even if they disagree with it. One-hour interviews will be conducted with up to ten (10) External TAC Team members. The information from these interviews will be used to inform the External TAC Team Charter. The interviews will be summarized into a short summary. One draft and one final version of the summary will be developed and submitted electronically.

Workshops will be held in-person in conjunction with other meetings/workshops when applicable. The external TAC Team will review work on the project and provide input at key milestones on the MODA Criteria and importance factor, uncertainty analysis, and Draft MODA Strategy and Design Standards. A Draft external TAC Team charter will be developed to gain commitment and endorsement for the goals, process, and direction of the TAC. It is assumed that workshop materials will be provided virtually to attendees and shared electronically during each workshop. Agendas and summaries of key decisions will be developed for each TAC Team meeting and submitted in electronic format.

Table 3 External TAC Team Workshops

External TAC Team Workshop	Month/Year	Purpose
eTAC Workshop 1: Kick-off Meeting	Week of October 23, 2023	In-Person: eTAC kick-off meeting.
eTAC Workshop 2: Review of LOS, COF, & MODA	Week of December 4, 2023	In-Person: Review LOS, COF, and MODA.
eTAC Workshop 3: Review Draft Strategy	Week of April 15, 2024	In-Person: eTAC Review Draft Strategy.
eTAC Workshop 4: Review Final Strategy	Week of May 13, 2024	In-Person: eTAC review Final Strategy.

F. **Internal Engagement Activities** – Up to seven (7), 1-hour meetings will be held with the Director of Public Works and other members of the City administration (including Mayor); City Council; Public Infrastructure, Environmental, and Sustainability (PIES); and other City staff from impacted City departments (as schedule permits) to inform and gain endorsement for project components at major decision points. This effort will play a key role in building internal support and endorsement for the Strategy. Table 6 outlines the proposed purpose of each meeting. Up to 5 in-person meetings will be held in conjunction with in-person PM Meetings (Task 1B) and or other meetings/workshops. An agenda, presentation, and summary notes (as needed) for each of these meeting will be developed. Deliverables will be submitted in electronic format. It is assumed that meeting materials will be provided virtually to attendees and shared electronically during each meeting.

Table 4 Internal Engagement Meetings

Internal Engagement Meetings	Purpose
1. Council/PIES: Stormwater and wastewater system Introduction (Virtual)	Provide overview of wastewater/stormwater system to new council members
2. As-Needed Council/PIES: Wastewater/stormwater system Introduction (Virtual)	Provide overview of wastewater/stormwater system to new council members
3. City Administration: Review LOS and COF (In-Person)	Provide overview of LOS and COF
4. City Administration: Strategy Framework Process Review Provide overview of project and MODA development (In-Person)	Provide overview of project and MODA development
5. City Administration: Draft Strategy Review (In-Person)	Provide review of MODA development and results
6. Council/PIES: Review of key aspects of project (in-Person)	Gain endorsement for draft Link Strategy for Wastewater/Stormwater
7. Council & City Administration: Final Strategy, CIP, and SMC/Design Standards (In-Person)	Review final project output and gain endorsement

G. **External Engagement Activities** – Up to six (6) major engagements with the public will be undertaken as described in Table 7, including three (3) Public Meetings (assumed to be 3 hours in duration). It is assumed that meeting materials will be provided virtually to attendees and shared electronically during each meeting. In-person meetings will be held in conjunction with in-person PM Meetings (Task 8B) and or other meetings/workshops (under Task 2). It is assumed that the press releases will be used by the City to provide notification of meetings and that the Contractor will not be responsible for logistics related to meetings notifications. It is assumed that the City will design, print, and mail, and/or email meeting notices. For the public meetings, the Contractor will design the meetings outlining what will be covered including:

- Agenda
- Purpose of the Workshop
- Roles and Responsibilities of facilitator and other Project Staff
- Venue location, room set up and other logistics
- Overview of workshop materials including presentations and sign in sheets. A list of materials will be identified during planning stages. Materials will be provided to the City in electronic format for printing (no printing costs are included in the cost estimate).

Engagement: Stakeholder Interviews (25 total)

The Contractor will identify, contact, and interview up to twenty-five external stakeholders at the outset of the program to gain early feedback from key stakeholder groups on the engagement process and Strategy Framework as well as gain an understanding of how best to communicate with the diverse community stakeholders. This early engagement provides the opportunity for stakeholders to get involved early and provide input into how the engagement process is framed. Early engagement on the process is a vital ingredient in stakeholder management, understanding that if you engage stakeholders early in the project and give them input opportunities into the engagement process, they will be more likely to accept the outcome even if they disagree with it. Interviews will be conducted with stakeholders such as representatives within each City Council District, the Public Development Areas (PDA) within the City (West Plains, University, and Northeast PDAs), the Community Assembly (representing the 30 neighborhood councils), Spokane University District Riverpoint Campus, representatives for The Spokane and Kalispel Tribes, Greater Spokane Incorporated, Spokane Association of Realtors, Spokane Building Council, the Lands Council, the Spokane Riverkeeper or other representative groups (such as Spokane Metro Independent Business Alliance, League of Women Voters, NAACP, APIC, and other underrepresented groups). Feedback from interviews will inform key messages and considerations for engagement and communication efforts, including website content and promotional materials. Interviewees will be asked if their input may be used in communications efforts, including photos and quotes (as permitted by stakeholder). Interview feedback will be consolidated and provided electronically to the City in a final short Interview Summary.

Engagement: Community Workshops

Workshop #1

Topic: How Community Can Help Address Wastewater/Stormwater System issues

This 2-hour workshop will be focused on introducing the project and an opportunity for initial input from residents and other stakeholders. This workshop will present information on the project as well as the longer-term engagement process. It also will be used as a space to gather important community feedback from community members on how decisions are being made, key objectives, and how level of service relates to cost of service. Contractor will develop one (1) public meeting materials packet including agenda and meeting materials) and one (1) meeting summary, which will be provided to the City electronically.

Workshop #2

Topic: Layout of Draft Strategy

This workshop will present the MODA Framework, the Adaptive Pathways Planning Approach and how the Draft Strategy was formulated. The workshop will discuss management actions that can impact future decision-making and option pathways as well as how this impacts preliminary recommendations for the City's long-term Strategy. The workshop will be used to gather community feedback on the direction and vision for the Strategy and will provide residents and other stakeholder with an opportunity to express what elements of the Strategy they like; what they do not like; what specific changes they would like to see, and what factors the City should consider. Contractor will develop one (1) public meeting materials packet including agenda and meeting materials) and one (1) meeting summary, which will be provided to the City electronically.

Workshop #3

Topic: Review of Final Strategy and Spokane Municipal Code (SMC)/Design Standards

This workshop will present the Final Strategy as well as SMC/Design Standard revisions. The workshop will discuss the City’s long-term Strategy, the SMC/Design Standard revisions, why these changes are important, and how they impact the stormwater and wastewater system and community. The workshop will be used to gather community feedback on the Strategy and will provide residents and other stakeholder with an opportunity to express what elements of the Strategy they like; what they do not like; what specific changes they would like to see, and what considerations the City should consider. Contractor will develop one (1) public meeting materials packet including agenda and meeting materials) and one (1) meeting summary, which will be provided to the City electronically.

Table 5 Phase 1 External Engagement Activities

Activity	Content	Detail
1. Project Initiation and Ongoing Engagement (promotional materials)	Improve understanding about system issues, level of service, cost of stormwater and wastewater management, and purpose of the project	<p><u>Contractor Responsibility:</u></p> <ul style="list-style-type: none"> – Create content for website with project information and promotional material. <p><u>City Responsibilities:</u></p> <ul style="list-style-type: none"> – Hosting website and collecting community feedback according to public record rules, storing these comments and making them available later as/if needed. – Managing and updating social media accounts with project information.
2. Stakeholder Interviews (In-Person/Virtual – Fall/Winter 2023)	Introduction to the project, overview of consultation approach, ask for insight into the topic, initial thoughts on how they think the community should be engaged.	<p>Each stakeholder interview conducted by Contractor serves several purposes:</p> <ul style="list-style-type: none"> – Introduction of the project and answering FAQs re: process. – Gathering input from stakeholder (pros / cons) and inquire how best to communicate with each stakeholder group. – Clarifying best communication practices includes overcoming language and technology barriers. – Collect strong statements from stakeholder to use in social media and web content development, as approved by stakeholder.
3. Workshop #1 - How Community Can Help Address Wastewater/Stormwater System issues (In-Person – December 2024)	<p><u>How Community Can Help Address Wastewater/Stormwater System issues</u></p> <p>Discuss how the public will be engaged; how decisions are being made; key objectives; how level of service relates to cost of service, and how changes in use can impact decisions, and rates.</p> <p>Note: Topics will be confirmed during engagement planning.</p>	<p>Community workshops will be planned to follow a hybrid method (virtually and in-person).</p> <p><u>Contractor Responsibilities:</u> Contractor will design and facilitate community workshops and prepare materials for the session.</p> <p><u>The City Responsibilities:</u> To be confirmed during the Project Kick-Off Meeting.</p>
4. Workshops #2 - Layout of Draft Strategy (In-Person – May 2024)	Layout of Draft Strategy. Discuss draft Strategy and how stormwater and wastewater management impacts future.	<p>Community workshops will be planned to follow a hybrid method (virtually and in-person).</p> <p><u>Contractor Responsibilities:</u> Contractor will design and facilitate community workshops and prepare materials for the session.</p>

Activity	Content	Detail
	Note: Topics will be confirmed during engagement planning.	<u>The City Responsibilities:</u> To be confirmed during the Project Kick-Off Meeting.
5. Workshop #3 -Final Capital Improvement Plan and Changes to SMC/ Design Standards (In-Person – June 2024)	Gain endorsement for final Strategy and 20-Year CIP; target outreach to development and other stakeholders impacted by changes to SMC/design standards.	Community workshops will be planned to follow a hybrid method (virtually and in-person). <u>Contractor Responsibilities:</u> Contractor will design and facilitate community workshops and prepare materials for the session. <u>The City Responsibilities:</u> To be confirmed during the Project Kick-Off Meeting.

Deliverables:

Deliverables included as part of Task 9 include:

- Draft and Final C&E principals and goals
- Draft and Final stakeholder mapping matrix
- Draft and Final C&E Plan
- Draft and Final internal TAC Team Charter
- Twelve (12) Internal TAC Team meeting materials packets (including agendas and meeting materials) and meeting summaries
- Draft and Final external TAC Team Charter
- Four (4) external TAC Team meeting materials packets (including agendas and meeting materials) and meeting summaries
- Seven (7) internal engagement meeting material packets including agendas and meeting materials) and meeting summaries
- Final draft of up to 25 interview summaries of Internal/External TAC Team members and Stakeholders
- Up to three (3) public meeting materials packets including agendas and meeting materials) and up to three (3) meeting summaries

Task 10: Link Spokane for Wastewater Multi-Objective Criteria Analysis

The Multi-Objective Decision Analysis (MODA) will include a review of the existing MODA Framework as well as bring new ideas into the MODA development process by (a) reviewing best practices and how to reach internal City consensus on level of service, system risks, and system performance; (b) using innovative consensus building tools; and (c) developing MODA results. This will provide the framework for a Strategy and the 20-Year CIP that the community can understand and endorse.

MODA is a process for making decisions where there are complex issues involving multiple criteria and numerous stakeholders who are invested in the outcomes of the decisions. Using MODA allows stakeholders to evaluate alternatives or options by considering and weighting factors and trade-offs. A MODA approach provides a rigorous and defensible decision-making process that results in better-managed risk as well as improved public confidence, internal utility coordination, communication, and information and knowledge transfer/retention.

Specific activities to be performed as part of this task include:

Recommend Best Practices

- A. **Data/Information Gathering** -Contractor will review up to 10 documents/information sources provided by the City. The purpose of this review is to identify the City's priorities, goals, objectives, issues related to operations, policies, processes, agreements, relationships with local agencies, communication, and engagement activities/ public awareness campaigns, as well as quality and quantity analysis, impacts of future regulations, and modelling approaches and parameters. Specifically, the Contractor will review key policies, documents, and websites to:
- Determine the City's priorities, goals, objectives – Identify City policy cohesion and potential disparities
 - Understand the City's land development process and procedures
 - Understand internal City inter -and intra -departmental coordination and communication
 - Understand equity issues facing the stormwater and wastewater system and City priorities
 - Identify industry best management practices for system robustness and sustainability
 - Review existing City documents including the Spokane Comprehensive Plan, Spokane Municipal Code, Sustainability Action Plan, 20-Year Capital Facilities Plan for Utilities, Integrated Clean Wastewater/Stormwater Plan, Washington State Wastewater/Stormwater Regulations, Innovative Infrastructure Initiative, engineering design standards, policies, and operational procedures
 - Review communication and engagement approaches as well as public awareness campaigns
- B. **Review Sustainability Action Plan and Spokane Comprehensive Plan** - The Contractor will review the City's final Sustainability Action Plan (SAP) and the Comprehensive Plan (CP) to identify areas of overlap with the City's MODA matrix focusing on relevancy to the wastewater/stormwater system. The purpose of this review is to identify the City's priorities, goals, objectives, and issues related to wastewater/stormwater operations, policies, processes.
- C. **Level of Service Matrix** – The Contractor will review the LOS by scanning best practices based on state and federal agency guidelines/regulations, Washington State guidelines, and best engineering judgement, particularly related to system operation and level of service. This information will be used to develop LOS value statements that link customer values to best practices. The contractor will prepare a draft LOS excel spreadsheet, based on standards and practices, prior to Workshops 1, 2, & 3 for internal staff (TAC team) to review and discuss. As noted in Task 9d, the Contractor will hold up to six (6) workshops with City engineering and operations staff to reach internal City consensus on LOS, system risks, and system performance as well as review the LOS Value statements.
- D. **Consequence of Failure Matrix** - The Contractor will review the COF by scanning best practices based and engineering judgement, particularly related to system operation, and LOS from other similarly sized wastewater/stormwater agencies. Existing work performed by Jacobs will be used as a starting point for this analysis. This information will be used to develop COF value statements that link customer values to best practices and the City's business risk tolerance. The contractor will prepare a draft COF excel spreadsheet, based on standards and practices, prior to Workshops 7, 8, & 9, for internal staff (TAC team) to review and discuss. As noted in Task 9d, the Contractor will hold up to three (3) workshops with City engineering and operations staff to reach internal City consensus on COF value statements, system risks, system performance, and business risk tolerance.

Develop MODA Framework

The Draft MODA framework will be reviewed and revised based upon input from the best practices' recommendations research, SAP/CP Matrix, LOS matrix, COF Matrix, and input from the City. The excel based tool used to formulate the Link Strategy for Water MODA framework will be used in this effort.

E. Review and Update the Link Strategy for Water MODA for the wastewater/stormwater system -

The Contractor will review and refine the Link Strategy for Water MODA Framework based upon:

- **Wastewater/Stormwater LOS Matrix** – The Contractor will review the wastewater/stormwater LOS Matrix and incorporate this information into the MODA Matrix.
- **Wastewater/Stormwater COF Matrix** – The Contractor will review the wastewater/stormwater COF Matrix and incorporate this information into the MODA Matrix.
- **Draft Sustainability Action Plan:** The Contractor will review the SAP/CP Matrix and identify areas of overlap for incorporation into the MODA Matrix.
- **Other Efforts:** The Contractor will coordinate with ongoing efforts to verify that the level of service and other related MODA criteria are consistent with ongoing effort assumptions.

One revised draft of the MODA matrix will be developed and submitted in electronic format.

F. Revise and Finalize MODA -

The draft MODA will be tested through three (3) facilitated workshops with the TAC teams (facilitated under Task 9). The MODA testing will be performed by the City using a subset of up to five (5) CIP elements that represent different project types. Scoring will be performed by ICM, wastewater/stormwater, and Lift Station/ Sewer staff then the different score groupings will be compared to verify MODA scoring consistency. One set of revisions, based on the initial testing, will be made to the MODA. The MODA will be reviewed with City staff for final approval then the revised MODA will be used to evaluate the full set of CIP projects. The Contractor will work with the City to identify existing CIP projects for the Wastewater/Stormwater System, coordinate with other consultants performing work with the City to identify new CIPs and work with City staff to obtain operational/maintenance/governance needs. The Contractor will review the Draft CIP scoring of CIP, performed by the City.

Deliverables

Deliverables included as part of Task 10 include:

- Draft and Final LOS Matrix
- Draft and Final COF Matrix
- Draft and Final MODA Matrix
- Test scoring of five (5) project using revised draft MODA
- Final MODA scoring for CIPs review matrix

Task 11: Link Strategy for Wastewater/Stormwater Development

The adaptive pathways planning approach will be used to develop the Link Strategy for Wastewater/Stormwater and its associated Report. This approach maximizes the effectiveness of the MODA Framework by consider the long-term implications of decisions and how they impact future options. An adaptive pathway planning framework will provide the City with a roadmap with 'on and off ramps' to use in decision making; a context for how decisions made now impact long-term options, and the flexibility to adapt over time to address changes in population growth, climate, public sentiment, customer behavioural changes, regulations, funding, and other stressors. Adaptive Pathways Planning Approach provides decision-makers with different potential pathways enabling them to understand how different decisions work together or preclude other decisions in the future. This improves the prioritization of actions by placing them within a larger context. The Adaptive Pathway Planning Approach will build on the information already

collected about the wastewater/stormwater system from the interviews with Staff, existing reports and analysis, and the ongoing work with other consultants.

The Contractor will use this information to perform an uncertainty analysis to identify what future shocks and stressors could impact the City's stormwater and wastewater system as well as how these stressors/shock impact actions that can be taken to improve the function, resiliency, and sustainability of the system.

Specific activities to be performed as part of this task include:

- A. **Perform an Uncertainty Analysis** – The Contractor will consider what regulatory, governance, climatic, demographic, equity issues, and other changes could impact the wastewater/stormwater system and its ability to meet the needs of its customers. This uncertainty analysis will be a building block for the develop of Plausible Future scenarios. A Matrix will be developed that lists potential stressors by theme, description of the stressor, the driver of change, as well as the potential scale and timing of impact. One (1) draft and one (1) final matrix will be developed and submitted in electronic format. One set of consolidated comments will be incorporated into the matrix.
- B. **Develop Pathways** - The development of the pathways involves assembling and sequencing the range of actions and options into holistic and alternative 'pathways' that meet project objectives and address identified risks under different scenarios throughout the project planning horizon.

The Contractor will work with City staff and the TAC teams to develop pathways. Developing pathways requires assembling and sequencing the range of actions and options into holistic 'pathways' that meet City objectives and address identified risks under different scenarios throughout the project planning horizon. The purpose of using a pathways approach to strategic planning is that it is a pragmatic approach that allows for uncertainty, change, and flexibility to adapt. There will be varied perspectives on the pathways so a key objective should be to understand and articulate the rationale for these perspectives.

Up to six (6) future scenarios will be developed to identify different potential pathways the City can take to meet stormwater and wastewater system needs over the next 20-Years. Plausible "actions" (the measures, response, interventions, or options) will be explored that can be used to meet Spokane's goals and objectives, adapt the system over time, address identified risks and thresholds, and respond to future uncertainty. Plausible actions can be capital improvement projects, operations and maintenance actions, policy changes, pricing changes, governance policies, asset management policies, etc. Once the range of plausible actions is understood, the Contractor will review what impacts the action and are their discrete tipping points that change what and when an action must occur. The assessment of actions, decisions about 'Futures', and preliminary assessment of risks will be developed and reviewed in collaboration with the TAC. A matrix describing the potential futures, key tipping points, key assumptions, and a list of advantages/ disadvantages of the potential pathways will be developed. Up to six (6) potential pathways will be developed based upon the Plausible Futures and the uncertainty analysis. One draft and one final version of the matrix will be provided in electronic format. One set of consolidated comments will be incorporated into the final draft of the matrix.

- C. **Develop the Link Strategy for Wastewater/Stormwater Report** – The Link Strategy for Wastewater/Stormwater Report will outline the process, results, and next steps for implementing the 20-Year CIP. Also, the report will outline next steps for expanding the Strategy, MODA Framework, and Adaptive Pathway Planning Approach for use on the sewer and stormwater systems. The Contractor will outline lesson learned, what changes or tweaks need to be made to the MODA process, and how implementing the Strategy might impact existing policies, procedures, and processes including communication. Three drafts (draft, Public Draft, and Final Draft) of this report will be generated and submitted to the City.

The Link Strategy for Wastewater/Stormwater Report will describe the process used to develop the Strategy including the MODA framework (including prioritized project list), best practices recommendations, Adaptive Pathway Planning approach and results, a description of the 20-Year CIP, as well as provide recommended updates to City policies, procedures, and processes. This

report will be developed in conjunction with the City PM and TAC Team using an iterative process and socialized with the Director of Utilities, City Council, and community to gain endorsement.

Consultation on the Preferred Pathway or 20-Year CIP also will occur with the City Utilities Director and City Council to provide information so that they understand the Strategy development process, the stressors facing the system, key decisions points that impact the 20-Year CIP, and the benefits of the preferred Pathway. The focus of this communication and engagement (facilitated as part of Task 9) will be to gain endorsement for the process and then the Strategy and 20-Year CIP.

Concurrent with this effort will be a public engagement process to inform and gain endorsement for the Strategy and Plan.

- D. **Recommend Changes to the Spokane Municipal Code (SMC), Design Standards, Policies, and Procedures** – The Contractor will review City documents related to the Comprehensive Plan, SMC, engineering design standards, policies, and operation procedures to determine, what, if any, changes are required to facilitate successful implementation of the Link Strategy for Wastewater/Stormwater. Changes needed in City policies will likely include:

- Documentation of levels of service goals
- Key performance indicators
- Revisions to developer requirements and assessment of system-wide impacts from development

The Contractor will work with the City's Project Manager to develop a list of recommended revisions to these documents. These recommendations will be outlined in a technical memorandum that can be included in the Strategy as an appendix. The review process will commence after the preferred pathway is determined and proceed in parallel with development of the Link Strategy for Wastewater/Stormwater Report.

The recommendations will consist of identification of which components of City documents need to be updated, along with proposed edits. The scope and nature of this subtask depends on the outcome of the Link Wastewater/Stormwater Strategy. As such, the specific scope of work for this subtask will be further clarified as the Link Strategy for Wastewater/Stormwater is being developed and is clearer. An assumed budget placeholder of \$24,000 has been established for this subtask, which will be confirmed prior to beginning execution of this subtask. One draft of a technical memorandum will be developed, which documents review of City documents and recommended revisions. One set of consolidated comments will be incorporated in the final technical memorandum. The final technical memorandum will be incorporated as an appendix in the final Link Strategy for Wastewater/Stormwater Report. The documents will be submitted in electronic format.

Deliverables:

Deliverables included as part of Task 11 include:

- Draft and Final Uncertainty Matrix
- Draft and Final Pathways Matrix
- Draft and Final Adaptive Pathway Maps
- Draft Recommended City Standards, Policies, and Procedural Changes TM
- Draft, Public Draft and Final Draft of Link Strategy for Wastewater/Stormwater Report including the 20-Year CIP and an Appendix on recommended City Standards, policies, and procedural changes

Task 12: Well Supply Optimization Study

An optimization assessment of the City's drinking water wells will be conducted to identify possible operational modifications that will allow the City to better meet current and anticipated future demand. This work will consist of establishing the constraints for how the wells could be operated to provide better

efficiency of operation, and to gain an understanding of current operational practices by City staff. This task also includes services to conduct the optimization, which would commence upon City review and approval of the proposed optimization approach.

Meetings under this task are assumed to be held virtually.

Specific activities to be performed as part of this task include:

A. Optimization Planning

The following subtasks and activities are included in Task 12A:

- Facilitate a 1-hour long kick-off meeting with City staff and operators to confirm the study approach, objectives, and schedule.
- Review information provided by the City, which is anticipated to include:
 - Well production data (provided in Microsoft Excel format)
 - Current Pump/Motor Data, and pump curves for each water pump
 - Well supply operational procedures (SOPs for current well operations)
 - Well Water Operational Data (in Excel format)
 - Well drawdown
 - Discharge Pressure
 - Flow Rate
 - Monthly Water Supply from each well (past 36 months)
 - Monthly Electrical Use Records (past 36 months)
 - Monthly System Demand by Pressure Zone
 - Any available well capacity information or studies
 - Planned updates to the wells/pumps/motors at each Well
- Facilitate a 2-hour long meeting with City operations staff to understand current constraints related to well operational performance.
- Based on the information, and review of data, and discussion with City staff, the Contractor will propose an optimization approach, summarized in a memorandum, which will include details on the platform to use for the optimization (e.g., modeling software, Microsoft Excel, etc.), planning horizon for the optimization, detailed approach for how the optimization will be conducted, and budget. The memorandum will be finalized based on City review and comment.

B. Optimization Execution

Upon City review and approval of the proposed optimization approach presented in Subtask 12A the Contractor will proceed with conducting the optimization, and summarize the results in a technical memorandum. \$150,000 of budget is reserved for conducting the optimization, which will not be initiated until approval by the City PM.

C. Task Management

Under this subtask the Contractor will conduct project management and invoicing for up to 7 months. Up to 14 bi-monthly, 30-minute check-in meetings with the City. The contractor will provide monthly status reports and invoices, and submit a project completion package. The project completion package will include digital files associated with the project in native and PDF (where created) file format provided on a thumb or hard drive.

Assumptions:

- Work will be completed in 2023
- Project duration is assumed to be 7 months

- Meetings will be virtual and attended by up to three Contractor staff
- Deliverables will be submitted in Word and PDF format.

Deliverables:

Deliverables to be prepared by Jacobs under Task 12 include:

- Up to fourteen (14) meeting notes and presentations
- One Draft and one final Memorandum summarizing proposed optimization approach
- One Draft and one final Optimization results memorandum
- One closeout package

Task 13: City of Spokane West Plains Water Infrastructure Improvements

The Contractor will confirm water system improvements needed to serve the City's demands in the West Plains area to meet anticipated growth (not considering growth or supply beyond the long-term contract requirements for supplying the City of Airway Heights [CAH]), to confirm whether they meet performance requirements, and provide cost estimates for the identified improvements. Jacobs will make adjustments to the City's defined capital improvement plan as needed, and based on the growth projections provided by the City.

For the City of Spokane West Plains Water Infrastructure Improvements task Jacobs will conduct the following activities:

- Import the City defined water system improvements from the West Plains into the water system model. The City will provide a list of improvements based on the 2023 Updated Water System Plan, that includes the location of the improvement and what the projected improvement entails (e.g., increase booster pump station capacity by 1,000 gallons per minute, or increase pipe diameter from 18 inches to 24 inches, etc.).
- Develop future demands for 2023, 2026, and 2029 for the West Plains area (not including CAH) through linear interpolation of the City-provided future demand for 2040.
- Run the model with the water system improvements included for the 2040 demand scenario, and confirm whether the improvements meet performance requirements. Performance requirements include:
 - Water pressure between 45 and 80 pounds per square inch gauge (psig) for the maximum day demand (MDD)
 - Maintain fire suppression storage in accordance with design standards
 - Distribution mains:
 - 5 feet per second (fps) nominal velocity for MDD
 - 15 fps for fire flow with 5 feet of headloss per 1,000 feet of pipe
 - Transmission main:
 - 2.5 fps to 8 fps for the scenarios (except for winter)
 - Head losses not to exceed 3.5 feet per 1,000 feet of water pipeline
 - Pump run time at average day demand: Pumps operate at below 80% of the design-point parameter and without requiring usage of largest pump per pressure zone
- If the improvements do not meet the performance requirements listed above, the Contractor will adjust the sizing of the proposed improvements in the model so that the performance requirements listed above are met.

- Simulate the 2023, 2026, and 2029 demand scenarios to determine when the identified system improvements need to be completed.
- Prepare concept designs for each system improvement, including:
 - A plan view map or figure of the improvements showing the layout
 - Prepare a Class 5 cost estimate (as defined by the American Associate of Cost Engineers [AACE])
 - Provide a description of the concept design in a technical memo
- Ongoing project management and invoicing will be provided for 3 months. Up to six bi-weekly 30-minute check-in calls with the City. The contractor will provide monthly status reports and invoices and submit a project completion package. The project completion package will include digital files associated with the project in native and PDF (where created) file format provided on a thumb or hard drive.

Assumptions:

- AACE Class 5 concept level cost estimates will be prepared (+100% / - 50%) for capital infrastructure. Estimates will not include evaluation of funding from outside sources. Inflation rates for the planning horizon will be provided by the COS.
- In providing opinions of construction cost, the Contractor has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that actual project costs, financial aspects, economic feasibility, or schedules will not vary from our analyses, projections, and/or estimates.
- Work will be completed in 2023
- Project duration is assumed to be 3 months
- Three 1-hour meetings will be held with City staff. Meetings will be virtual and attended by up to three Consultant staff
- A total of 6 concept designs will be developed
- The flow to the other interties will be left as they are in the respective demand scenarios in the model provided by the City

Deliverables:

Deliverables to be prepared under Task 13 include:

- One Draft and One final technical memorandum and supporting calculations documenting the analysis, and cost estimate.
- GIS electronic files of proposed diagrammatic plan view layouts.
- Updated model files
- One Task Closeout package

City of Spokane Link Strategy for Wastewater

Description		A001 - Senior Technical Director 1	A001 - Senior Technical Director 1	A002 - Senior Technical Director 2	A008 - Professional 1	V003 - Senior Consultant 1	A010 - Professional 3	D008 - Project Support 4	A003 - Senior Technical Director 3	Total Hours	Labor Total	Total Jacobs	Total Expenses	Estimated Project Total
		Anne Lynch \$375.0	Ann Bechtel \$375.0	Gemma Dunn \$350.0	Zika Trajkovic \$210.0	Meha Bola \$350.0	Lucy Atkinson \$155.0	Heather Medina \$170.0	Caisey Ranines \$315					
Task8	Link Spokane for Wastewater Framework and Management	46	52	38	8	0	0	30	0	174	\$56,830	10400	\$8,610	\$75,840
Subtask 8.1	A. General PM Support	20	24	6	2	0	0	30	0	82	\$24,120	\$3,120	\$1,447	\$28,687
Subtask 8.2	B. PM Meetings	26	26	12	0	0	0	0	0	64	\$23,700	\$7,280	\$6,622	\$37,602
Subtask 8.3	C. Project Schedule	0	2	0	6	0	0	0	0	8	\$2,010	\$0	\$121	\$2,131
Subtask 8.4	D. QA/QC	0	0	20	0	0	0	0	0	20	\$7,000	\$0	\$420	\$7,420
Task9	Link Spokane for Wastewater Communications and Engagement	115	104	89	0	314	134	0	0	756	\$243,945	22880	38556.7	\$305,382
Subtask 9.1	A. Establish Engagement	2	2	0	0	4	2	0	0	10	\$3,210	\$0	\$193	\$3,403
Subtask 9.2	B. Stakeholder Mapping	2	2	0	0	4	4	0	0	12	\$3,520	\$0	\$211	\$3,731
Subtask 9.3	C. C&E Memo	0	0	4	0	12	0	0	0	16	\$5,600	\$0	\$336	\$5,936
Subtask 9.4	D1. iTAC workshops	48	48	0	0	140	26	0	0	262	\$89,030	\$22,880	\$19,902	\$131,812
Subtask 9.5	D2. iTAC interviews	0	0	6	0	0	20	0	0	26	\$5,200	\$0	\$312	\$5,512
Subtask 9.6	E1. eTAC workshops	32	32	8	0	80	0	0	0	152	\$54,800	\$0	\$9,528	\$64,328
Subtask 9.7	E2. eTAC interviews	0	0	12	0	0	24	0	0	36	\$7,920	\$0	\$475	\$8,395
Subtask 9.8	F. Internal Engagement	8	0	16	0	0	8	0	0	32	\$9,840	\$0	\$590	\$10,430
Subtask 9.9	G. External Engagement Interviews	0	0	30	0	14	30	0	0	74	\$20,050	\$0	\$1,203	\$21,253
Subtask 9.10	H1. Community Workshops	20	20	10	0	48	20	0	0	118	\$38,400	\$0	\$5,424	\$43,824
Subtask 9.11	H2. Website Updates	3	0	3	0	12	0	0	0	18	\$6,375	\$0	\$383	\$6,758
Task10	Link Spokane for Wastewater Multi-Objective Criteria Analysis	45	98	20	20	0	0	0	0	183	64825	36400	3889.5	\$105,115
Subtask 10.1	A. Data Gathering	10	10	0	0	0	0	0	0	20	\$7,500	\$0	\$450	\$7,950
Subtask 10.2	B. Sustainability Action Plan	1	2	0	0	0	0	0	0	3	\$1,125	\$0	\$68	\$1,193
Subtask 10.3	C. LOS Matrix	2	8	0	0	0	0	0	0	10	\$3,750	\$15,600	\$225	\$19,575
Subtask 10.4	D. COF Matrix	2	8	0	0	0	0	0	0	10	\$3,750	\$20,800	\$225	\$24,775
Subtask 10.5	E. Update MODA	10	40	20	20	0	0	0	0	90	\$29,950	\$0	\$1,797	\$31,747
Subtask 10.6	Finalize MODA	20	30	0	0	0	0	0	0	50	\$18,750	\$0	\$1,125	\$19,875
Task11	Link Strategy for Wastewater/Stormwater Development	44	96	48	0	0	104	0	0	292	85420	20800	5125.2	\$111,345
Subtask 11.1	A. Perform Uncertainty Analysis	8	8	8	0	0	4	0	0	28	\$9,420	\$0	\$565	\$9,985
Subtask 11.2	B. Pathways	20	60	20	0	0	20	0	0	120	\$40,100	\$0	\$2,406	\$42,506
Subtask 11.3	C. Strategy Report	16	20	20	0	0	80	0	0	136	\$32,900	\$0	\$1,974	\$34,874
Subtask 11.4	D. SMC Design Stds, P&P	0	8	0	0	0	0	0	0	8	\$3,000	\$20,800	\$180	\$23,980
Task12	Well Supply Optimization Study	24	28	0	0	0	0	10	30	92	30650	206544	1839	\$239,033
Subtask 12.1	A. Optimization Planning	6	4	0	0	0	0	0	0	10	\$3,750	\$29,744	\$225	\$33,719
Subtask 12.2	B. Optimization Execution	10	10	0	0	0	0	0	30	50	\$16,950	\$156,000	\$1,017	\$173,967
Subtask 12.3	C. Task Management	8	14	0	0	0	0	10	0	32	\$9,950	\$20,800	\$597	\$31,347
Task13	City of Spokane West Plains Water Infrastructure Improvements	8	14	0	0	0	0	0	6	28	10140	92040	608.4	\$102,788
Subtask 13.1	West Plains Water Infrastructure Improvements	8	14	0	0	0	0	0	6	28	\$10,140	\$92,040	\$608	\$102,788
Total Labor Hours		282	392	195	28	314	238	40	36					
Estimated Project Total		\$105,750	\$147,000	\$68,250	\$5,880	\$109,900	\$36,890	\$6,800	\$11,340	1525	\$491,810	\$389,064	\$58,629	\$939,503



Agenda Sheet for City Council Meeting of:

06/05/2023

Date Rec'd	5/22/2023
Clerk's File #	OPR 2023-0552
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	REVENUE

Submitting Dept	INNOVATION & TECHNOLOGY SERVICES
Contact Name/Phone	MICHAEL SLOON 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 - FATBEAM INNERDUCT USE AGREEMENT

Agenda Wording

Revenue contract with Fatbeam LLC. COS will permit Fatbeam to use inner-duct in the City's conduits. Contract will be for a 10 yr term effective upon both parties' signature, with a 5 yr renewal option. Estimated annual revenue of \$120,000 annually.

Summary (Background)

Fatbeam is a fiber provider in the Spokane market that will be leasing fiber conduit resources from the City. Fatbeam was selected as the internet service provider for SPS District 81 & contacted us to lease City owned fiber inner-duct. The partnership with Fatbeam provides a resource we will use to help expand our broadband efforts in the region. The annual revenue is based on the inner-duct rates we have for all telecommunication carriers that choose to lease our fiber inner-duct resources.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Revenue \$ est \$120,000

Select \$

Select \$

Select \$

Budget Account

5310-73100-99999-34319

#

#

#

Approvals

Dept Head	FINCH, ERIC
Division Director	FINCH, ERIC
Finance	BUSTOS, KIM
Legal	HARRINGTON, MARGARET
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	Suspension of Rules
Council Sponsor	CP Beggs

Distribution List

Accounting - ywang@spokanecity.org
Contract Accounting - ddaniels@spokanecity.org
Legal - mharrington@spokanecity.org
Purchasing - cwahl@spokanecity.org
IT - itadmin@spokanecity.org; ywang@spokanecity.org
Tax & Licenses
Jason Koenders - jason.koenders@fatbeam.com

Additional Approvals

Purchasing	NECHANICKY, JASON

INNERDUCT USE AGREEMENT

THIS INNERDUCT USE AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 2023 (the "Effective Date"), between **Fatbeam LLC.**, a Washington corporation (the "Grantee"), and **City of Spokane, Washington** a municipal corporation ("Grantor").

WHEREAS, Grantor owns or controls certain conduits; and

WHEREAS, Grantor will permit Grantee to use innerduct in its conduits in accordance with the terms and conditions set forth below; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. ACCESS TO CITY CONDUIT; BANK OF AVAILABLE CONDUIT/ INNERDUCT

Innerduct Installation into City Conduit. Pursuant to the terms and conditions of this Agreement, Grantor will grant to Grantee a right of use one innerduct access to the Grantor's conduit which is a nontransferable use of innerduct within conduit and/or innerduct as more fully described in Exhibit A.

2. TERM; FEES

A. Term. This Agreement shall become effective upon the parties' signature and shall be for a (10) ten-year term. The parties may agree to negotiate a one time (5) five-year renewal term. Grantee may increase, if available, or decrease leased footage, as required, during the course of the agreement.

B. FEES:

- (1) For Innerduct installed on all Grantor's bridges, highway crossings, and railroad crossings, Grantor will charge the Grantee \$5.00 per foot with a 2.9% annual increase for the term of this agreement.
- (2) For all other innerduct owned by the Grantor, Grantor will charge the Grantee \$3.75 per foot with a 2.9% annual increase for the term of this agreement.
- (3) Non-crossing leases will be subject to volume discounts as detailed in Exhibit B. This discount does not apply to highway, railroad, or bridge crossing rates.
- (4) Changes to Grantee's leased footage totals will be evaluated by the Grantor on an annual basis.
- (5) Any increase or decrease of Grantee's leased footage shall follow the normal permitting process for work in the Right of Way. Grantor will accept the Grantee's permit request showing increase or decrease in leased footage as formal notification of changes. Permit issuance date will be used as the official date of change to the leased footage. Prorated billing amounts will be based on whole months and will start with the first full month after the permit issuance date.
- (6) Increases in Grantee's leased footage will be charged a prorated amount for the remainder of the calendar year based on permit date. These additions will be calculated at the current discount rate and will be applied to the Grantee's following year's lease fees. Increases in leased footage will not impact that rate until the Grantor annual evaluation of leased

- footage. Increases in leased footage will be applied to the Grantee's following year's leased footage and may impact volume discounts as detailed in Exhibit B.
- (7) Decreases in Grantee's leased footage will be credited to the Grantee at a prorated amount for the remainder of the year based on the permit date. These credits will be calculated at the current lease rate and will be applied to the Grantee's following year's lease fees. Decreases in leased footage will not impact that rate until the Grantor annual evaluation of leased footage. Decreases in leased footage will be applied to the Grantee's following year's leased footage total and may impact volume discounts as detailed in Exhibit B.
- (8) Any increases in leased footage during the final year of the agreement, with no signed extensions in place, will be negotiated directly between Grantor and Grantee. Decreases to Grantee's leased footage in the final year of the contract with no intent to extend the contract will not be subject to prorated credits to the Grantee.

3. MAINTENANCE AND REPAIR OBLIGATIONS; RELOCATION; INSTALLATION OF INNERDUCT

- A. All routine maintenance and repair of the Grantor's Conduit shall be performed by Grantor, in accordance with Exhibit A hereto, at Grantor's sole expense.
- B. If, after the Acceptance Date, Grantor is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any rights, licenses, permits, authorizations, franchises, rights-of-way, easements and other approvals, (iii) by any other person having the legal right or authority to so require (each a "Relocating Authority"), or (iv) by the occurrence of force majeure event, to relocate the Grantor's Conduit or any portion thereof, such relocation shall be at Grantor's sole expense. The Grantor is responsible for the cost to move the Conduit and the Grantee is responsible for the cost to pull the new Innerduct or fiber.
- C. "Fiber Affecting Condition" shall mean any damage to or failure of the Grantor Conduit/Innerduct that interrupts Grantee's ability to transmit light on any fiber residing in the Grantor Conduit/ Innerduct. A Fiber Affecting Condition begins when Grantor is notified or becomes aware of an interruption, whichever first occurs. A Fiber Affecting Condition continues until the interrupted Grantor's Conduit is again available to Grantee. Grantor shall use commercially reasonable efforts to complete repairs and terminate the Fiber Affecting Condition as soon as reasonably practicable under the circumstances. Such repairs may be temporary, and Grantor's Conduit may not perform properly until permanent repair work has been completed. Notwithstanding the foregoing, in the event of a temporary repair such a repair will be sufficient such that Grantee's use of the facilities is not impaired in any material way. The City will use best efforts to repair any damage to the Grantor's Conduit or Grantee's Innerduct or fiber.

4. GRANTEE RIGHTS / USE OF FACILITIES

- A. Grantee shall use the Grantor's Conduit for the one innerduct per conduit for providing fiber for telecommunications services to Grantee customers. The Grantee cannot sell or lease Innerduct to another Telecommunications company.

B. Grantee shall not use the Grantor's Conduit/Innerduct in violation of this Agreement, any law, rule, regulation or order of any governmental authority having jurisdiction over the Grantor Conduit.

C. Grantee shall have the right to install and maintain fiber, within one innerduct, in the Grantor's Conduit based on pre-approved availability of innerduct. In addition, Grantee shall have the right to interconnect, splice, extend or otherwise attach to/from the Grantor Conduit/ Innerduct at any existing vault, manhole, handhole or other existing access point via a pass-through fiber connection from Grantee's own vault. Grantee will not be allowed access to any Grantor's vault, manhole, handhole, or access point without a city staff escort.

5. TITLE

All right, title, and interest in the Grantor Conduit and any other equipment or facility of Grantor shall, at all times, remain exclusively with Grantor. All right, title, and interest in the fiber placed within the Grantor Conduit by Grantee and any other equipment or facility of Grantee shall, at all times, remain exclusively with Grantee.

6. LIENS AND ENCUMBRANCES

Neither party, directly or indirectly, shall create or impose any lien on the property of the other party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other.

7. INDEMNIFICATION; LIMITATIONS OF LIABILITY

A. Each Party shall indemnify and hold harmless the other Party and its respective officers, agents and employees from and against all third-party claims, damages, losses, liabilities, and costs arising from its acts or omissions pursuant to this Agreement including without limitation attorney fees and cost.

B. Grantee shall indemnify and hold harmless Grantor and its respective officers, agents and employees from and against all claims, damages, losses, liabilities and costs arising from Grantor's failure to obtain and maintain required private rights respecting the Grantor's Conduit/Innerduct.

C. Grantee's sole and exclusive remedies for breach or non-performance of this Agreement by Grantor shall be re-performance and/or repair or replacement by Grantor of any defective services, or of any defective equipment provided in connection with the services. Neither Party will in any event be liable for

special, exemplary, punitive, indirect, consequential or incidental damages, including but not limited to, damages for loss of use, lost profit, loss of business or goodwill, or other financial injury arising out of or in connection with the maintenance, use, performance or failure of the Grantor's Conduit. Each party's liability for damages, from any cause whatsoever and regardless of the form of the action, whether in contract, in tort (including negligence or strict liability) or by statute, shall be limited to direct damages. The Grantor shall not be liable for any damages involving the repair or replacement by Grantor's Conduit to all of Grantee's customers.

8. GRANTEE RESPONSIBILITIES

Grantee shall be responsible for obtaining and maintaining any government authorizations, approvals and other required rights required for Grantee's use of the Grantor Conduit/Innerduct provided that Grantor shall cooperate with Grantee in such efforts as reasonably required. Grantee shall be solely responsible for the purchase, installation and maintenance of all fiber optic cables and other equipment required by Grantee to interconnect with the Grantor Conduit/Innerduct. Grantee shall pay for all costs related to the installation of all fiber cables to be used by Grantee that will traverse through the Grantor Conduit/Innerduct.

9. NOTICES

All notices, demands, requests or other communications given under this Agreement shall be (i) in writing, (ii) effective on the first business day following the date of receipt, and (iii) be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service or by computer email (followed by confirmation on the same or following day by overnight delivery or by mail as aforesaid) to the address set forth below or as may subsequently in writing be requested.

If to Grantor:

City of Spokane
City ITSD Director
808 West Spokane Falls Blvd
Spokane, WA 99201-3326

If to the Grantee:

Fatbeam LLC.
2065 West Riverstone Drive
Coeur d 'Alene, ID 83814

10. DEFAULT AND TERMINATION

10.1 Event of Default. Any of the following shall constitute an event of default: (a) Grantee fails to pay any undisputed amount owed to Grantor within sixty (60) days after its due date; (b) Grantor fails to perform or observe any other representation, warranty, covenant, condition or term within this Agreement and fails to cure such breach within thirty (30) days after written notice from Grantee; (c) any representation or warranty made by Grantor hereunder or in any other instrument provided to Grantee by Grantor proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against Grantee; (e) Grantee becomes insolvent or fails generally to pay its debts as they become due; (f) Grantee voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or (g) Grantor fails to observe or perform any of its representations, warranties, and/or obligations with Grantee and fails to cure such breach within thirty (30) days after written notice.

10.2 Remedies. In the event of a default by either Party, the non-defaulting party shall have the right to exercise any or all of the following remedies to the extent applicable: (a) terminate this Agreement; (b) declare all amounts under this Agreement immediately due and payable; (c) proceed to enforce the remedies of a secured party under Washington law; (d) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or exercise any other right or remedy available at law or in equity; and (e) disconnect and/or remove the fiber optic cable and equipment.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without reference to its choice of law principles.

12. ASSIGNMENT

Except to a Fatbeam affiliate company, neither party may, without the other parties' written notice, assign or otherwise transfer this Agreement or its rights or obligations hereunder to any other party, in whole or in part.

13. RELATIONSHIP OF THE PARTIES

The relationship between Grantee and Grantor shall not be that of partners, agents or joint ventures for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, agency, or joint venture agreement between them. Grantee and Grantor shall report and pay, or cause to be reported and paid, in a timely manner (i) all wages, salary, health and welfare benefits, social security, unemployment and workers' compensation to which its employees and agents are entitled and (ii) all applicable federal, state and local employment taxes required to be withheld or paid with respect to all compensation paid to its employees and agents. Grantee may not use the name, logo, or emblem of Grantor's, or any of its schools or affiliates in any brochure, publication, or advertisement, without first obtaining Grantor's prior written consent in each instance. Grantor acknowledges that immediate, extensive, and irreparable damage will result if this provision is not specifically enforced. Therefore, in addition to, and not in limitation of, any other remedy available to Grantee, Grantor may enforce the foregoing provision in judicial proceedings by a decree of specific performance and appropriate injunctive relief as may be applied for and granted in connection with such enforcement.

14. FORCE MAJEURE

Neither party shall be deemed to be in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of an event of force majeure, which shall include, but not be limited to, acts of God, act or order of government, strikes, lockouts, denial or access to or loss of utility service or facilities or any other circumstance beyond the reasonable control and not caused by the fault or negligence of the party claiming force majeure. The required time for performance hereunder by the party claiming force majeure shall be extended to account for any such force majeure event and the party claiming force majeure shall use diligence/best efforts to resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Fatbeam LLC

City of Spokane, Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

REPAIR & MAINTENANCE

1. **REPAIR & MAINTENANCE:**

Grantor shall keep the Grantee-occupied Conduit maintained at least to the level of repair as existed on the Effective Date of this Agreement, reasonable wear and tear excepted on a best-effort basis.

Grantor will be available to perform conduit maintenance and repair around the clock, on a twenty-four (24) hour per day, seven (7) days per week on a best-effort basis. Grantor has an established call out center to oversee and coordinate emergency maintenance activities. The call out center shall be equipped to receive Grantee calls twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year.

In the event of a Grantor Conduit failure, Grantee will notify Grantor at the Grantor's call out center and the Grantor's dispatch will contact the Grantor manager and inform him/her of the situation. Grantor will make best-efforts to contact Grantee within sixty (60) minutes. The Grantor manager will contact appropriate maintenance personnel and implement a detailed plan for restoration on a best-effort basis.

2. **STANDARD MAINTENANCE:**

Grantor shall perform routine and preventative maintenance for all Grantor Conduit and Innerduct on a best-effort basis.

3. NONSTANDARD MAINTENANCE:

Any Grantee request for nonstandard maintenance shall be charged to Grantee at Grantor's rate schedule at time of occurrence. Grantor and Grantee shall mutually agree to such costs prior to the initiation of the relevant work. Either Party may terminate the Agreement if the Parties can't agree on such non-standard maintenance costs, and use of the Grantee Conduit/Innerduct is or will be impaired without such maintenance.

EXHIBIT B

Volume Discount - 6.67% per 25,000 ft leased.

1 ft to 24,999 ft - \$3.75/ft

25,000 ft to 49,999 ft - \$3.50/ft

50,000 ft to 74,999 ft - \$3.27/ft

75,000 ft to 99,999 ft - \$3.05/ft

100,000 ft and above - \$2.85/ft

EXHIBIT C

Insert Grantee Conduit



< Business Lookup

License Information:

[New search](#) [Back to results](#)

Entity name: FATBEAM, LLC

Business name: FATBEAM, LLC

Entity type: [Limited Liability Company](#)

UBI #: 603-029-258

Business ID: 001

Location ID: 0002

Location: Active

Location address: 2065 W RIVERSTONE DR
STE 202
COEUR D ALENE ID 83814-5699

Mailing address: 2065 W RIVERSTONE DR
STE 202
COEUR D ALENE ID 83814-5699

Excise tax and reseller permit status: [Click here](#)

Secretary of State status: [Click here](#)

Endorsements

Endorsements held at this locati	License #	Count	Details	Status	Expiration date	First issuance d
Olympia General Business - Non-Resident	37262			Active	Jul-31-2023	Jan-03-2019
Pacific General Business - Non-Resident	5968			Active	Jul-31-2023	Oct-27-2021
Pasco General Business - Non-Resident	25242			Active	Jul-31-2023	Jun-20-2014
Poulsbo General Business - Non-Resident				Active	Jul-31-2023	Aug-07-2018
Rockford General Business - Non-Resident				Active	Jul-31-2023	Aug-09-2018
Shelton General Business - Non-Resident	0061430			Active	Jul-31-2023	Jan-04-2019



Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
South Bend General Business - Non-Resident	20-374			Active	Jul-31-2023	Apr-29-2020
Spokane Valley General Business - Non-Resident				Active	Jul-31-2023	Apr-17-2015
Sultan General Business - Non-Resident				Active	May-31-2023	Jun-10-2022
Sumner General Business - Non-Resident				Active	May-31-2023	Jun-01-2022
Sunnyside General Business - Non-Resident				Active	Jul-31-2023	Nov-01-2017
University Place General Business - Non-Resident				Active	May-31-2023	May-24-2022
Walla Walla General Business - Non-Resident				Active	Jul-31-2023	Apr-11-2019
Warden General Business - Non-Resident				Active	Sep-30-2023	Sep-30-2022
Westport General Business - Non-Resident	7207			Active	Jul-31-2023	Apr-14-2021

Governing People May include governing people not registered with Secretary of State

Governing people	Title
FATBEAM HOLDINGS LLC	

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 5/18/2023 12:43:06 PM

[Contact us](#)

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[Check if your browser is supported](#)





Agenda Sheet for City Council Meeting of:
06/05/2023

Date Rec'd	5/22/2023
Clerk's File #	RES 2023-0041
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	SPENCER 6097	Project #	
Contact E-Mail	SGARDNER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	RESOLUTION ADDING ITEMS TO PLAN COMMISSION WORK PROGRAM		

Agenda Wording
 Amendment to the adopted Plan Commission work program to add General Facilities Charges (GFCs) review and Shoreline Master Program code amendment.

Summary (Background)
 Pursuant to SMC 4.12.0080 The City Council adopts an annual work program identifying policy and planning issues for consideration by the Plan Commission. On October 24, 2022, City Council Resolution No.2022-0091 established a work program for 2022/2023 as well as committing to review this work program periodically to determine if further revisions are necessary. Two items have been identified as emergent and timely issues which should be added to the Plan Commission's work plan for the

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	PIES
Division Director	MACDONALD, STEVEN	Council Sponsor	CP Beggs and CM Bingle
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	SMITHSON, LYNDEN	sgardner@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	tblack@spokanecity.org	
Additional Approvals		smacdonald@spokanecity.org	
Purchasing		rbenzie@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

remainder of 2023. The first is to review and provide feedback on General Facilities Charges (GFCs). The second is to add consideration of a code revision to the City's Shoreline Master Program (SMC 17E.060) to allow fish hatcheries within the city. This resolution would add these items to the existing work program.

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List

Fiscal Impact		Budget Account
Select	\$	#
Select	\$	#

Distribution List	

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Planning & Economic Development
Contact Name	Spencer Gardner
Contact Email & Phone	sgardner@spokanecity.org
Council Sponsor(s)	CP Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Resolution adding items to Plan Commission Work Program, re GFC review and Shoreline Master Program code amendment
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Pursuant to SMC 4.12.0080 The City Council adopts an annual work program identifying policy and planning issues for consideration by the Plan Commission. On October 24, 2022, City Council Resolution No. 2022-0091 established a work program for 2022/2023 as well as committing to review this work program periodically to determine if further revisions are necessary. Two items have been identified as emergent and timely issues which should be added to the Plan Commission's work plan for the remainder of 2023. The first is to review and provide feedback on General Facilities Charges (GFCs). The second is to add consideration of a code revision to the City's Shoreline Master Program (SMC 17E.060) to allow fish hatcheries within the city. This resolution would add these items to the existing work program.
Proposed Council Action	adopt
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
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: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
N/A (impacts will be addressed for each work item)	
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? N/A



Agenda Sheet for City Council Meeting of:

05/22/2023

Date Rec'd	5/10/2023
Clerk's File #	ORD C36387
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	TYLER KIMBRELL 6733
Contact E-Mail	TKIMBRELL@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	BICYCLE PARKING CODE UPDATE

Agenda Wording
 Proposed update to SMC 17C.230.110 Minimum Required Parking Spaces and SMC 17C 230.200 Bicycle Parking to align with the goals and policies of the Bicycle Master Plan and the City of Spokane Comprehensive Plan.

Summary (Background)
 Current code language was adopted on January 12, 2015 (ORD C35212), two years prior to the 2017 Bicycle Master Plan and Comprehensive Plan update. On March 22 and April 12, 2023, the City of Spokane Plan Commission held a public hearing and recommended approval of the proposed code changes with two amendments as described in the attached packet. On January 25 and February 22, 2023, the Plan Commission held workshops to discuss the proposed code updates.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	BLACK, TIRRELL	Study Session\Other	Urban Experience 12/12/22, UE 5/8/23
Division Director	BLACK, TIRRELL	Council Sponsor	CP Beggs and CM Zappone
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	tkimbrell@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	tblack@spokanecity.org	
Additional Approvals		cquinnhurst@spokanecity.org	
Purchasing		sgardner@spokanecity.org	
		smacdonald@spokanecity.org	
		rbenzie@spokanecity.org	
		jchurchill@spokanecity.org	

Committee Agenda Sheet

Urban Experience

Submitting Department	Planning Services
Contact Name & Phone	Tyler Kimbrell X6733
Contact Email	tkimbrell@spokanecity.org
Council Sponsor(s)	Council President Beggs & Councilmember Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Bicycle Parking Code Update
Summary (Background)	<p>Proposed update to SMC 17C.230.110 Minimum Required Parking Spaces and SMC 17C 230.200 Bicycle Parking to align with the goals and policies of the Bicycle Master Plan and the City of Spokane Comprehensive Plan.</p> <p>Current code language was adopted on January 12, 2015 (ORD C35212), two years prior to the 2017 Bicycle Master Plan and Comprehensive Plan update.</p> <p>On March 22 and April 12, 2023, the City of Spokane Plan Commission held a public hearing and recommended approval of the proposed code changes with two amendments as described in the attached packet.</p> <p>On January 25 and February 22, 2023, the Plan Commission held workshops to discuss the proposed code updates.</p> <p>On December 12, 2022, staff provided a general overview of the proposed code update topics and process at the Urban Experience Committee.</p>
Proposed Council Action & Date:	2 nd reading and public hearing to consider adoption of the proposed text amendments June 5, 2023
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?	
Ensuring sufficient and accessible bicycle parking supports more equitable active transportation opportunities.	

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?

Shared mobility trip origin and destination data can be reviewed to assess whether the presence of new and upgraded bicycle parking facilities are associated with changes in shared scooter and bicycle trip patterns.

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?

Improving the currently adopted bicycle parking requirements will bring the SMC into alignment with the goals and policies in the City of Spokane's Bicycle Master Plan and Comprehensive Plan.

Improved bicycle parking standards promote active transportation ridership, leading to less reliance on personal motor vehicles which can relieve congestion on roadways, decrease greenhouse gas emissions, and promote a more active pedestrian street network.

Bicycle parking requirements also increase the viability of compact, walkable neighborhoods which promote higher density housing that can assist in combatting the current housing shortage.

ORDINANCE NO C36387

An ORDINANCE relating to minimum parking spaces required and bicycle parking amending Spokane Municipal Code (SMC) Sections 17C.230.110 and 17C.230.200.

WHEREAS, the City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A. including a transportation element meeting the requirements of RCW 36.70A.070(6); and,

WHEREAS, the transportation element of the City's Comprehensive Plan includes a Bicycle Master Plan (BMP) which has a stated goal of tripling the bicycle commute mode share with a further stated goal of increasing the commute mode share to five percent over a twenty-year period; and,

WHEREAS, The Association of Pedestrian Bicycle Professionals released *Bicycle Parking Guidelines 2nd Edition* which is an industry-standard guidance document for updating bicycle parking standards within municipal code and includes bicycle parking rates for reaching a five percent commute mode share; and,

WHEREAS, the proposed actions are consistent with and supported by the Spokane Comprehensive Plan and BMP, as outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A); and,

WHEREAS, by virtue of the public process outlined in Exhibits A and B, interested agencies and the public have had opportunities to participate throughout the process and all persons wishing to comment on the amendment were given opportunity to be heard; and,

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this Ordinance; and,

WHEREAS, on February 6, 2023, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Unified Development Code; and,

WHEREAS, on February 1, 2023, a notice of intent to adopt and request for State Environment Protection Act (SEPA) agency comments was issued for the draft code pertaining to Minimum Required Parking Spaces and Bicycle Parking. The comment period ended on February 16, 2023. Two comments were received, one from the Spokane Tribe of Indians and the other from the City of Spokane Streets Department; and,

WHEREAS, A SEPA Determination of Nonsignificance and Checklist were issued by Planning Services on March 2, 2023. The comment period ended on March 22, 2023. No comments were received; and,

WHEREAS, prior to the Plan Commission public hearing, a legal notice was published in the *Spokesman-Review* on March 8 and March 15, 2023; and,

WHEREAS, on March 22, 2023, the Plan Commission held a public hearing on the proposed amendment. No public testimony was given. Plan Commission deferred deliberation to April 12, 2023; and,

WHEREAS, following the deferred deliberation on April 12, 2023, Plan Commission voted to recommend the City Council adopt, with modification, the proposed amendments (see Exhibit A); and,

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance and further adopts the findings, conclusions, and recommendations from the Planning Services Staff Report (Exhibit B) and the City of Spokane Plan Commission (Exhibit A) for the same purposes; and,

NOW, THEREFORE, the City of Spokane Does ordain:

Section 1. That Section 17C.230.110 SMC is amended to read as follows

Section 17C.230.110 Minimum Required Parking Spaces

A. Purpose.

The purpose of required parking spaces is to provide enough parking to accommodate the majority of traffic generated by the range of uses, which might locate at the site over time. As provided in subsection (B)(3) of this section, bicycle parking may be substituted for some required parking on a site to encourage transit use and bicycling by employees and visitors to the site. The required parking numbers correspond to broad use categories, not specific uses, in response to this long-term emphasis. Provision of carpool parking, and locating it close to the building entrance, will encourage carpool use.

B. Minimum Number of Parking Spaces Required.

1. The minimum number of parking spaces for all zones is stated in [Table 17C.230-1](#). [Table 17C.230-2](#) states the required number of spaces for use categories. The standards of [Table 17C.230-1](#) and [Table 17C.230-2](#) apply unless specifically superseded by other portions of the city code.

2. Joint Use Parking.

Joint use of required parking spaces may occur where two or more uses on the same or separate sites are able to share the same parking spaces because their parking demands occur at different times. Joint use of required nonresidential parking spaces is allowed if the following documentation is submitted in writing to the planning and economic development services director as part of a building or zoning permit application or land use review:

- a. The names and addresses of the uses and of the owners or tenants that are sharing the parking.
 - b. The location and number of parking spaces that are being shared.
 - c. An analysis showing that the peak parking times of the uses occur at different times and that the parking area will be large enough for the anticipated demands of both uses; and
 - d. A legal instrument such as an easement or deed restriction that guarantees access to the parking for both uses.
3. ~~((Bicycle parking may substitute for up to ten percent of required parking. For every five nonrequired bicycle parking spaces that meet the short or long-term bicycle parking standards, the motor vehicle parking requirement is reduced by one space. Existing parking may be converted to take advantage of this provision.))~~ Bicycle parking may substitute for up to twenty-five (25) percent of required vehicle parking. For every four (4) short-term bicycle parking spaces, the motor vehicle parking requirement is reduced by one space. For every one (1) long-term bicycle parking space, the motor vehicle parking required is reduced by one space. Vehicle parking associated with residential uses may only be substituted by long-term bicycle parking. Existing parking may be converted to take advantage of this provision. Required bicycle parking spaces may be used to substitute for vehicle parking.

4. Existing Uses.

The off-street parking and loading requirements of this chapter do not apply retroactively to

established uses; however:

- a. the site to which a building is relocated must provide the required spaces; and
- b. a person increasing the floor area, or other measure of off-street parking and loading requirements, by addition or alteration, must provide spaces as required for the increase, unless the requirement under this subsection is five spaces or fewer.

5. Change of Use.

When the use of an existing building changes, additional off-street parking and loading facilities must be provided only when the number of parking or loading spaces required for the new use(s) exceeds the number of spaces required for the use that most recently occupied the building. A "credit" is given for the most recent use of the property for the number of parking spaces that would be required by the current parking standards. The new use is not required to compensate for any existing deficit.

- a. If the proposed use does not generate the requirement for greater than five additional parking spaces more than the most recent use then no additional parking spaces must be added.
- b. For example, a non-conforming building with no off-street parking spaces most recently contained an office use that if built today would require three off-street parking spaces. The use of the building is proposed to be changed to a restaurant that would normally require six spaces. The three spaces that would be required of the existing office use are subtracted from the required number of parking spaces for the proposed restaurant use. The remainder is three spaces. Since the three new spaces is less than five spaces no off-street parking spaces would be required to be installed in order to change the use of the building from an office use to a restaurant use.

6. Uses Not Mentioned.

In the case of a use not specifically mentioned in [Table 17C.230-2](#), the requirements for off-street parking shall be determined by the planning and economic development services director. If there is/are comparable uses, the planning and economic development services director's determination shall be based on the requirements for the most comparable use(s). Where, in the judgment of the planning and economic development services director, none of the uses in [Table 17C.230-2](#) are comparable, the planning and economic development services director may base his or her determination as to the amount of parking required for the proposed use on detailed information provided by the applicant. The information required may include, but not be limited to, a description of the physical structure(s), identification of potential users, and analysis of likely parking demand.

C. Carpool Parking.

For office, industrial, and institutional uses where there are more than twenty parking spaces on the site, the following standards must be met:

1. Five spaces or five percent of the parking spaces on site, whichever is less, must be reserved for carpool use before nine a.m. on weekdays. More spaces may be reserved, but they are not required.
2. The spaces will be those closest to the building entrance or elevator, but not closer than the spaces for disabled parking and those signed for exclusive customer use.
3. Signs must be posted indicating these spaces are reserved for carpool use before nine

a.m. on weekdays.

Section 2. That Section 17C.230.200 SMC is amended to read as follows

Section 17C.230.200 Bicycle Parking

A. Purpose.

Bicycle parking is required to encourage the use of bicycles by providing safe and convenient places to park bicycles.

- ~~((1. Bicycle parking facilities, either off-street or in the street right-of-way, shall be provided in RMF, RHD, CC1, CC2, CC3, CC4, O, OR, NR, NMU, CB, GC, and industrial zones for any new use which requires twenty or more automobile parking spaces according to Table 17C.230-1 or Table 17C.230-2. All bicycle parking facilities in the street right-of-way shall conform to City engineering services department standards.~~
- ~~a. The number of required bicycle parking spaces shall be five percent of the number of required off-street auto parking spaces.~~
 - ~~b. When any covered automobile parking is provided, all bicycle parking shall be covered.~~
- ~~2. Within downtown and FBC CA1, CA2, CA3, zones bicycle parking facilities, either off-street or in the street right-of-way, shall be provided. The number of spaces shall be the largest amount based on either subsections (a) or (b) below.~~
- ~~a. The number of required bicycle parking spaces shall be five percent of the number of off-street auto parking spaces being provided, whether the auto parking spaces are required by code or not.~~
 - ~~b. A minimum of one bicycle parking space shall be provided for every ten thousand square feet of building area. When a building is less than ten thousand square feet in building area at least one bicycle parking space shall be provided.~~
 - ~~c. When any covered automobile parking is provided, all bicycle parking shall be covered.~~
 - ~~d. All bicycle parking facilities in the street right-of-way shall conform to City engineering services department standards.~~
- ~~3. Bicycle parking facilities accessory to nonresidential uses shall be located on the lot or within eight hundred feet of the lot. Bicycle parking accessory to residential uses shall be located on-site. Bicycle parking facilities shared by more than one use are encouraged. Bicycle and automobile parking areas shall be separated by a barrier or painted lines.))~~

B. Applicability.

1. The required number of bicycle parking spaces in all zones except Centers and Corridors for uses in SMC 17C.190 is identified in Table 17C.230-5. If the calculated number of required bicycle parking spaces results in a decimal the required number of spaces is rounded up.
 - a. No short-term bicycle parking is required for the following uses.
 - i. All uses under "Residential categories"
 - ii. Commercial parking
 - iii. Drive-through facilities
 - iv. All uses under "Other Categories"
 - v. All uses under "Industrial Categories"
 - b. No long-term bicycle parking is required for the following uses.
 - i. Commercial parking

- ii. Drive-through facilities
 - iii. Mini-storage facilities
 - iv. Park and open areas
 - v. Schools
 - vi. All uses under "Other Categories"
- 2. The required number of bicycle parking spaces for allowed uses in Center and Corridor Zones is identified in Table 17C.230-6. If the calculated number of required bicycle parking spaces results in a decimal the required number of spaces is rounded up.
 - a. No short-term bicycle parking is required for the following uses.
 - i. Residential
 - ii. Public parking lot
 - iii. Drive-through business on pedestrian streets
 - iv. Mobile food vending
 - v. Limited industrial
 - vi. Heavy Industrial
 - vii. Motor vehicle sales, rental, repair, or washing
 - viii. Automotive parts and tires (with exterior storage or display)
 - b. No long-term bicycle parking is required for the following uses.
 - i. Park and open areas
 - ii. Structured parking
 - iii. Public parking lot
 - iv. Drive-through business on pedestrian streets
 - v. Self-storage or warehouse
 - vi. Mobile food vending
- 3. Change of Use.
 - a. When the use of an existing building changes, bicycle parking shall be provided to meet the standards set forth in this section, except where the new number of required spaces is within ten percent of the existing number of spaces.
- 4. The bicycle parking requirements of this section do not retroactively apply to established uses; however:
 - a. When increasing the floor area or other measures of bicycle parking requirements by addition or alteration, spaces, as required for the increase, shall be provided; and
 - b. The site to which a building is relocated must provide the required spaces.
- 5. Uses Not Mentioned.
 - a. In the case of a use not specifically mentioned in Table 17C.230-5 or Table 17C.230-6, the requirements for bicycle parking shall be determined by the Planning Director.

C. Short-term bicycle parking standards

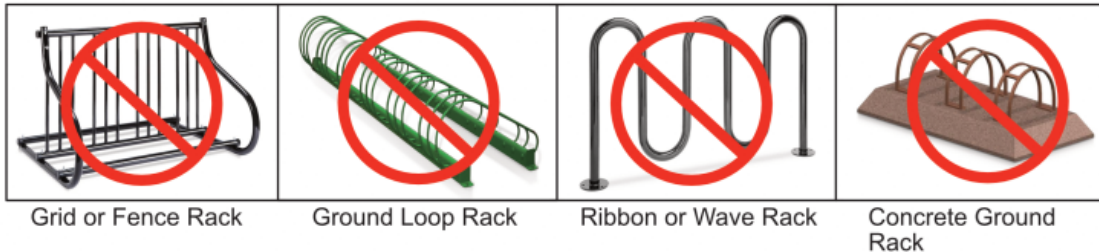
Short-term bicycle parking encourages shoppers, customers, and other visitors to use bicycles by providing a convenient and readily accessible place to park bicycles.

- 1. Bicycle racks designed to accommodate two bicycles, such as an inverted-u rack, are considered two (2) bicycle parking spaces.
- 2. Short-term bicycle parking shall be placed on stable, firm, and slip-resistant surfaces consistent with ADA requirements.

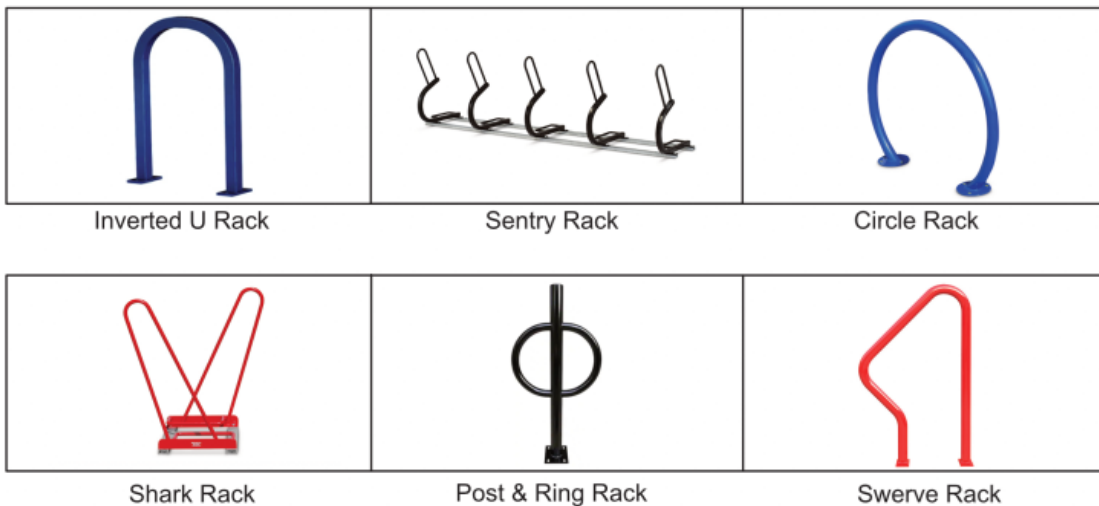
3. A bicycle rack must allow for the locking of the bicycle frame and one (1) wheel to the rack and shall support a bicycle in a stable position with a minimum of two points of contact to the bicycle frame and without damage to the wheels, frame, or components (see below for examples that meet and do not meet this requirement).

Examples of allowed and not allowed bike racks

Examples of bicycle racks that **do not** meet the design requirements:



Examples of bicycle racks that **do** meet the design requirements:



4. Short-term bicycle parking must be located:
 - a. Within 50 feet of a main entrance; and
 - b. On-site or within the adjacent public right-of-way.
 - i. If within the public right-of-way, bicycle racks must be entirely within the pedestrian buffer strip.
 - c. Outside of a building or enclosure.
 - d. As to not conflict with the opening of vehicle doors.
 - e. At the same grade as the sidewalk or at a location that can be reached by an accessible route.
 - f. Short-term bicycle parking where the number of required spaces is based on the provided vehicle parking (see Basic Utilities and Parks and Open Space in Table 17C.230-5) shall be grouped and located within or adjacent to the vehicle parking area.
 - i. If located within the vehicle parking area the bicycle racks shall be protected from vehicle interference such as the opening of car doors and potential collision by ensuring adequate space between vehicle parking stalls and bicycle parking.
5. Property owners and businesses located on the same side of the street and on the same block may establish a grouped bicycle parking area where short-term bicycle parking solutions may be

implemented.

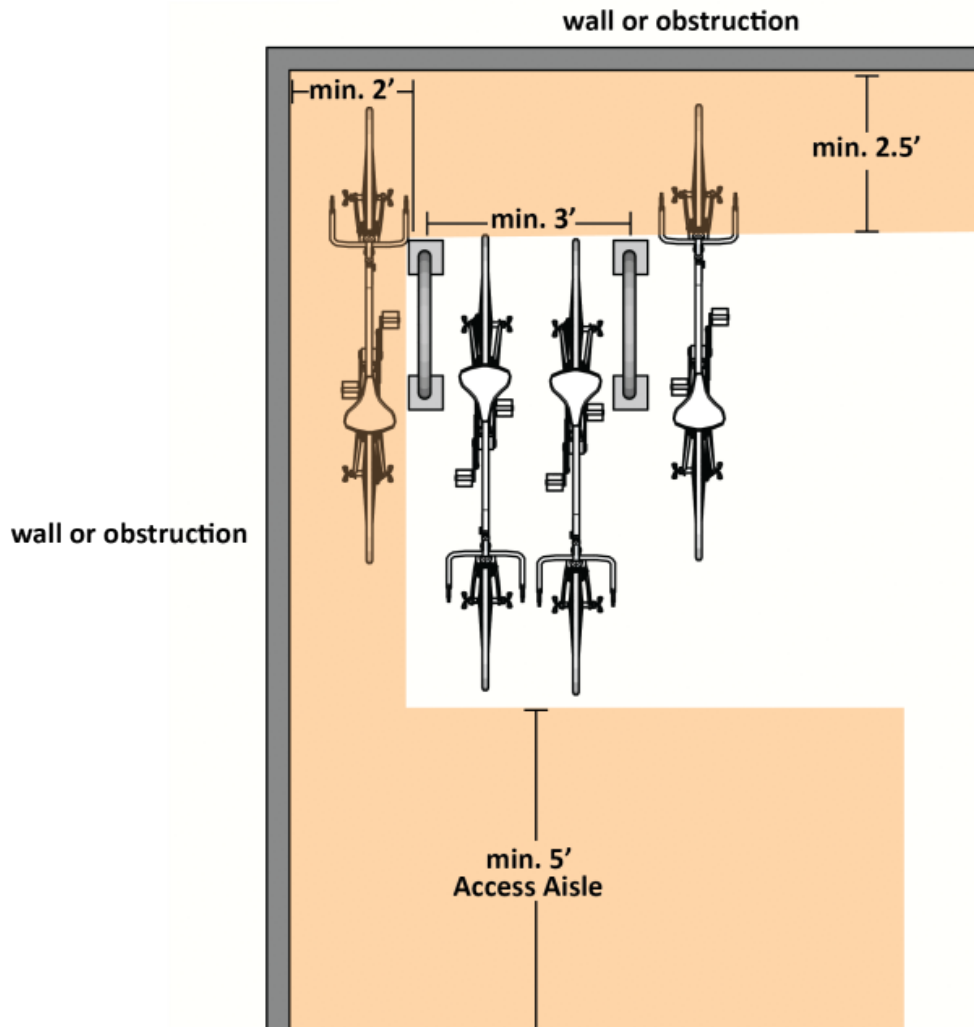
- a. These areas shall be located no further than 200 feet from the main entrance of each business or property they intend to serve.
 - b. The racks shall be at a location that can be reached by an accessible route.
 - c. Bicycle parking shall meet all other relevant standards of this section.
6. If the development is unable to provide short-term bicycle parking as described, the developer may explore options such as:
- a. On-site short-term bicycle parking beyond fifty (50) from the main entrance.
 - b. Bicycle parking located at the rear of the building.
 - c. Bicycle parking located within the building.
 - d. As agreed between the applicant and the Planning Director.

D. Long-term bicycle parking standards

Long-term bicycle parking provides employees, students, residents, commuters, and others who generally stay at a site for several hours with a secure and weather-protected place to park bicycles.

1. Long-term bicycle parking must be located:
 - a. Within a building.
 - b. On-site, including parking structures and garages; or
 - c. Within three hundred (300) feet of the site.
2. A garage dedicated exclusively to a residential unit may fulfill the requirements for one (1) long-term bicycle parking space.
3. Long-term bicycle parking must be provided in racks or lockers.
 - a. At least twenty-five percent (25%) of the racks must be horizontal to accommodate:
 - i. Those who cannot lift a bicycle into a vertical position; and
 - ii. Cargo, tandem, long-tailed, or similar bicycles that do not fit into vertical bicycle racks.
4. Long-term bicycle parking spacing requirements.
 - a. For horizontal racks such as the inverted-u rack:
 - i. A minimum of three (3) feet parallel spacing between each rack; and
 - ii. A minimum of five (5) feet perpendicular access aisle between rows of bicycle parking; and
 - iii. A minimum of two (2) feet six (6) inches of perpendicular spacing between bicycle racks and walls or obstructions; and
 - iv. A minimum of two (2) feet for user access between a wall or other obstruction and the side of the nearest parked bicycle.

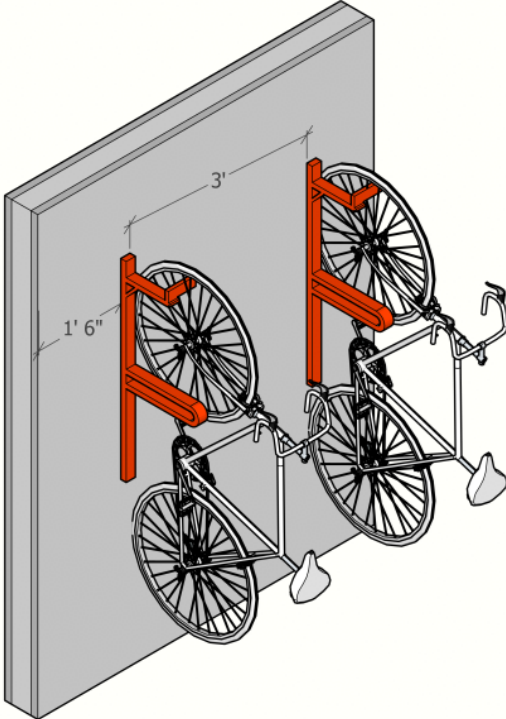
Spacing requirements for horizontal long-term bicycle racks



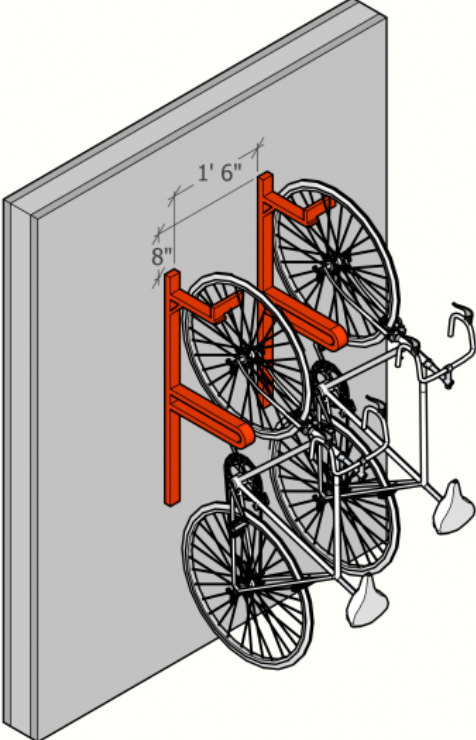
b. For vertical wall-mounted racks:

- i. A minimum of three (3) feet parallel spacing between each rack; or, A minimum of one (1) foot six (6) inches parallel spacing combined with a minimum of an eight (8) inch vertical off-set between each rack; and
- ii. A minimum of five (5) feet perpendicular access aisle between rows of bicycle parking; and
- iii. A minimum of one (1) foot six (6) inches for user access between a wall or other obstruction and the side of the nearest parked bicycle.

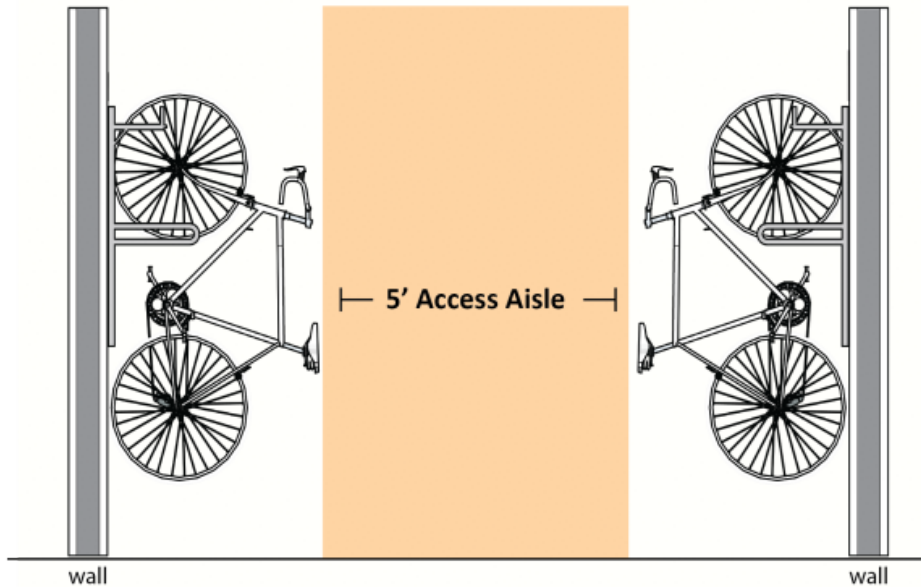
Wall-mounted bicycle rack without vertical off-sets



Wall-mounted bicycle racks with vertical off-sets



Wall-mounted vertical bike rack access aisle



-
5. Long-term bicycle parking must be covered. The cover must be,
 - a. Permanent; and
 - b. Impervious.
 6. Long-term bicycle parking shall be placed on floor and ground surfaces that are stable, firm, and slip resistant consistent with ADA requirements.
 7. Long-term bike storage design details must be provided with site layouts to determine the number of bicycle parking spaces.
 8. To provide security the bicycle parking must be,
 - a. In a locked room; or
 - b. In an enclosure with a locked gate or door, the walls of the enclosure are to be at least eight (8) feet tall or be floor-to-ceiling; or
 - c. In a permanently anchored, enclosed, and secured bike locker.
 9. Property owners and businesses located on the same block may establish a grouped bicycle parking area where long-term bicycle parking solutions may be implemented.
 - a. These areas shall be located no further than 300 feet from each site they intend to serve.
 - b. Bicycle parking shall be at a location that can be reached by an accessible route.
 - c. Bicycle parking shall meet all other relevant standards of this section.
 10. Residential in-unit long-term bicycle parking does not count towards fulfilling the requirements of long-term bicycle parking.
 11. If a development is unable to meet the standards of this section, the applicant may seek relief subject to the Planning Director's discretion.
 - a. The applicant shall provide reasonable evidence as to why they are unable to fulfill the requirements of this section.
 - b. The applicant and the Planning Director should first explore alternatives for locating bicycle parking prior to agreeing to full relief from the requirements of this section.

**TABLE 17C.230-5
BICYCLE PARKING BY USE**

RESIDENTIAL CATEGORIES				
<u>USE CATEGORIES</u>	<u>SPECIFIC USES</u>	<u>REQUIRED SHORT-TERM BICYCLE PARKING [3]</u>	<u>BASELINE SHORT-TERM BICYCLE PARKING [3]</u>	<u>REQUIRED LONG-TERM BICYCLE PARKING</u>
Group Living		None	0	1 per 10 residents
Residential Household Living	Multifamily dwellings of ten or more units	None	0	0.5 per unit
COMMERCIAL CATEGORIES				
<u>USE CATEGORIES</u>	<u>SPECIFIC USES</u>	<u>REQUIRED SHORT-TERM BICYCLE PARKING [3]</u>	<u>BASELINE SHORT-TERM BICYCLE PARKING [3]</u>	<u>REQUIRED LONG-TERM BICYCLE PARKING</u>
Adult Business		1 per 5,000 sq. ft. of floor area	2	None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area
Commercial Outdoor Recreation		1 per 5,000 sq. ft. of floor area	2	None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area
Commercial Parking		None	0	None
Drive-through Facility		None	0	None
Major Event Entertainment		1 per 60 seats	2	None below 24,000 sq. ft. of floor area; and then 1 per 24,000 sq. ft. of floor area
Office	General Office	1 per 20,000 sq. ft. of floor area	2	None below 10,000 sq. ft. of floor area; and then 1 per 10,000 sq. ft. of floor area
	Medical/Dental Office	1 per 20,000 sq. ft. of floor area	2	None below 10,000 sq. ft. of floor area; and then 1 per 10,000 sq. ft. of floor area

<u>Quick Vehicle Servicing</u>		<u>1 per 20,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Retail Sales and Service</u>	<u>Retail, Personal Service, Repair-oriented</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
	<u>Restaurants and Bars</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
	<u>Health Clubs, Gyms, Lodges, Meeting Rooms and similar continuous entertainment, such as Arcades and Bowling Alleys</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
	<u>Temporary Lodging</u>	<u>1 per 30 rentable rooms</u>	<u>2</u>	<u>None below 30 rentable rooms; and then 1 per 30 rentable rooms</u>
	<u>Theaters</u>	<u>1 per 30 seats</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft.</u>
	<u>Retail sales and services of large items, such as appliances, furniture and equipment</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
	<u>Mini-storage Facilities</u>		<u>2 per development</u>	<u>2</u>
<u>Vehicle Repair</u>		<u>1 per 20,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
INDUSTRIAL CATEGORIES				
<u>USE CATEGORIES</u>	<u>SPECIFIC USES</u>	<u>REQUIRED SHORT-TERM BICYCLE PARKING [3]</u>	<u>BASELINE SHORT-TERM BICYCLE PARKING [3]</u>	<u>REQUIRED LONG-TERM BICYCLE PARKING</u>

<u>Industrial Services, Railroad Yards, Wholesale Sales</u>		<u>None</u>	<u>0</u>	<u>None below 20,000 sq. ft. of floor area; and then 1 per 20,000 sq. ft. of floor area</u>
<u>Manufacturing and Production</u>		<u>None</u>	<u>0</u>	<u>None below 20,000 sq. ft. of floor area; and then 1 per 20,000 sq. ft. of floor area</u>
<u>Warehouse and Freight Movement</u>		<u>None</u>	<u>0</u>	<u>None below 20,000 sq. ft. of floor area; and then 1 per 20,000 sq. ft. of floor area</u>
<u>Waste-related</u>		<u>None</u>	<u>0</u>	<u>None below 20,000 sq. ft. of floor area; and then 1 per 20,000 sq. ft. of floor area</u>

INSTITUTIONAL CATEGORIES

<u>USE CATEGORIES</u>	<u>SPECIFIC USES</u>	<u>REQUIRED SHORT-TERM BICYCLE PARKING [3]</u>	<u>BASELINE SHORT-TERM BICYCLE PARKING [3]</u>	<u>REQUIRED LONG-TERM BICYCLE PARKING</u>
<u>Basic Utilities</u>		<u>1 per 20 vehicle spaces (whether vehicle parking is required by code or not)</u>	<u>2</u>	<u>None below 20 vehicle spaces; and then 1 per 20 vehicle spaces (whether vehicle parking is required by code or not)</u>
<u>Colleges</u>		<u>1 per 20,000 sq. ft. of floor area associated with each building</u>	<u>2</u>	<u>None below 30 staff/faculty; and then 1 per 30 staff/faculty</u>
<u>Community Service</u>		<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Daycare</u>		<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>

<u>Medical Centers</u>		<u>1 per 20,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Parks and Open Areas</u> [1] [2]		<u>1-3 amenities= 4 spaces</u> <u>4-7 amenities= 8 spaces</u> <u>7-12 amenities= 16 spaces</u> <u>12+ amenities= 24 spaces</u> <u>Additionally:</u> <u>1 per 10 vehicle spaces (whether vehicle parking is required by code or not)</u>	<u>2</u>	<u>None</u>
<u>Religious Institutions</u>		<u>1 per 20,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Schools</u>	<u>Grade, Elementary, Junior High</u>	<u>1 per classroom</u>	<u>2</u>	<u>None</u>
	<u>High School</u>	<u>1 per classroom</u>	<u>2</u>	<u>None</u>
OTHER CATEGORIES				
<u>USE CATEGORIES</u>	<u>SPECIFIC USES</u>	<u>REQUIRED SHORT-TERM BICYCLE PARKING</u>	<u>BASELINE SHORT-TERM BICYCLE PARKING [3]</u>	<u>REQUIRED LONG-TERM BICYCLE PARKING</u>
<u>Agriculture</u>		<u>None</u>	<u>None</u>	<u>None</u>
<u>Aviation and Surface Passenger Terminals</u>		<u>None</u>	<u>None</u>	<u>None</u>
<u>Detention Facilities</u>		<u>None</u>	<u>None</u>	<u>None</u>
<u>Essential Public Facilities</u>		<u>None</u>	<u>None</u>	<u>None</u>
<u>Wireless Communication Facilities</u>		<u>None</u>	<u>None</u>	<u>None</u>
<u>Rail Lines and Utility Corridors</u>		<u>None</u>	<u>None</u>	<u>None</u>

[1] Parks and Open Space amenities, for the purpose of this section, are defined as park facilities such as playgrounds, ball fields, and splash pads. These do not include any natural area amenities such as habitat viewing station.

[2] Bicycle rack requirements based on amenities should be located near the amenities the racks are intended to serve.

[3] SMC 17C.230.200(C)(1) Bicycle racks designed to accommodate two bicycles, such as an inverted-u rack, are considered two (2) bicycle parking spaces.

<u>CENTERS AND CORRIDORS USE CATEGORIES</u>	<u>REQUIRED SHORT- TERM BICYCLE PARKING [3]</u>	<u>BASELINE SHORT-TERM BICYCLE PARKING [3]</u>	<u>REQUIRED LONG- TERM BICYCLE PARKING</u>
<u>Residential</u>	None	0	0.5 per unit
<u>Hotels, including Bed and Breakfast Inns</u>	1 per 30 rentable rooms	2	None below 30 rentable rooms; and then 1 per 30 rentable rooms
<u>Commercial, Financial, Retail, Personal Services</u>	1 per 5,000 sq. ft. of floor area	2	None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area
<u>Eating and Drinking Establishments</u>	1 per 5,000 sq. ft. of floor area	2	None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area
<u>Restaurants without Cocktail Lounges</u>	1 per 5,000 sq. ft. of floor area	2	None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area
<u>Professional and Medical Offices</u>	1 per 20,000 sq. ft. of floor area	2	None below 10,000 sq. ft. of floor area; and then 1 per 10,000 sq. ft. of floor area
<u>Entertainment, Museum and Cultural</u>	1 per 60 seats, or 1 per 12,000 sq. ft. of floor area; whichever is lesser	2	None below 24,000 sq. ft. of floor area; and then 1 per 24,000 sq. ft. of floor area
<u>Government, Public Service or Utility Structures, Social Services and Education</u>	1 per 5,000 sq. ft. of floor area	2	None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area
<u>Religious Institutions</u>	1 per 20,000 sq. ft. of floor area	2	None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area

<u>Parks and Open Space [1]</u>	<u>1-3 amenities= 4 spaces</u> <u>4-7 amenities= 8 spaces</u> <u>7-12 amenities= 16 spaces</u> <u>12+ amenities= 24 spaces</u> <u>Additionally:</u> <u>1 per 10 vehicle spaces</u> <u>(whether vehicle parking is required by code or not)</u>	<u>2</u>	<u>None</u>
<u>Structured Parking [2]</u>	<u>1 per 10 vehicle parking spaces</u>	<u>2</u>	<u>None</u>
<u>Public Parking Lot</u>	<u>None</u>	<u>0</u>	<u>None</u>
<u>Limited Industrial (if entirely within a building)</u>	<u>None</u>	<u>0</u>	<u>None below 20,000 sq. ft. of floor area; and then 1 per 20,000 sq. ft. of floor area</u>
<u>Heavy Industrial</u>	<u>None</u>	<u>0</u>	<u>None below 20,000 sq. ft. of floor area; and then 1 per 20,000 sq. ft. of floor area</u>
<u>Drive-through Businesses on Pedestrian Streets</u>	<u>None</u>	<u>0</u>	<u>None</u>
<u>Motor Vehicles Sales, Rental, Repair or Washing</u>	<u>None</u>	<u>0</u>	<u>None below 20,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Automotive Parts and Tires (with exterior storage or display)</u>	<u>None</u>	<u>0</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Gasoline Sales (serving more than six vehicles)</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Gasoline Sale (serving six vehicles or less)</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Self-storage or Warehouse</u>	<u>None</u>	<u>0</u>	<u>None</u>
<u>Adult Business (subject to chapter 17C.305 SMC special provisions)</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Winery and Microbreweries</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Mobile Food Vending</u>	<u>None</u>	<u>0</u>	<u>None</u>

[1] Bicycle rack requirements based on amenities should be located near the amenities the racks are intended to serve.

[2] Short-term parking within structured vehicle parking facilities must be on the ground floor and within the structure. There is no requirement for the parking to be in a secured enclosure.

[3] SMC 17C.230.200(C)(1) Bicycle racks designed to accommodate two bicycles, such as an inverted-u rack, are considered two (2) bicycle parking spaces.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

**CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING BICYCLE PARKING CODE UPDATE**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the Spokane Municipal Code proposed by Bicycle Parking Code Update text amendments. The proposal amends the Unified Development Code (UDC) Section 17C.230.110, Minimum Required Parking Spaces, and 17C.230.200, Bicycle Parking.

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A, including a transportation element meeting the requirements of RCW 36.70A.070(6).
- B. The 2017 periodic update to the Comprehensive Plan included an update to the Bicycle Master Plan, as an appendix to Chapter 4 – Transportation, establishing various goals and policies including “Provide convenient and secure short-term and long-term bike parking to connect people to popular destinations and transit throughout Spokane and encourage employers to provide shower and locker facilities.”
- C. The Bicycle Master Plan includes the goal of tripling the bicycle commute mode share with a further stated goal of increasing the commute mode share to five percent over a twenty-year period.
- D. The Association of Pedestrian and Bicycle Professionals released *Bicycle Parking Guidelines 2nd Edition* which is an industry-standard guidance document for updating municipal code related to bicycle parking and includes bicycle parking rates for reaching a five percent commute mode share.
- E. Outreach and public communication began in December 2022 and included the following among others:
 - 1. Presentations at the Urban Experience committee on December 12, 2022;
 - 2. Public Advisory Committee stakeholder meetings on January 9, 2023 and February 15, 2023;
 - 3. Plan Commission Workshops on January 25, 2023, and February 22, 2023;
 - 4. Bicycle Advisory Board workshop on January 17, 2023;
 - 5. Plan Commission Transportation Subcommittee workshops on December 6, 2022, and February 7, 2023;
 - 6. Pedestrian Transportation and Traffic Committee presentation on February 28, 2023;
 - 7. A virtual open house on February 15, 2023;
 - 8. A Bike Parking Survey open from February 15, 2023, to March 15, 2023, where 260 responses were received.

Findings of Fact, Conclusion, and Recommendation
Text amendments to Minimum Required Parking Spaces, and Bicycle Parking

- F. Public comment, as well as agency and department comments, received prior to the March 22, 2023, Plan Commission public hearing were included in the staff report as Exhibits D and E.
- G. On January 25, 2023, and February 22, 2023, the Spokane Plan Commission held workshops to discuss draft language, receive updates on public feedback as well as city department and agency comments, and review and evaluate with city staff alternatives to proposed text changes.
- H. On February 06, 2023, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.
- I. On February 1, 2023, a notice of intent to adopt and request for SEPA agency comments was issued for the draft code pertaining to Minimum Required Parking Spaces and Bicycle Parking. The comment period ended on February 16, 2023. Two comments were received, one from the Spokane Tribe of Indians and the other from the City of Spokane Streets Department.
- J. A State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on March 2, 2023. The comment period ended on March 22, 2023. No comments were received.
- K. A legal notice of public hearing was published in the *Spokesman-Review* on March 8 and March 15, 2023.
- L. The proposed text amendments were drafted and reviewed consistent with the requirements of RCW 36.70A.370 to assure protection of private property rights.
- M. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.
- N. The Plan Commission held a public hearing on March 22, 2023, to obtain public comments on the proposed amendments. At the March 22, 2023, Public Hearing verbal testimony was closed, and Plan Commission deferred deliberation to April 12, 2023. No further written comment was received between March 22, 2023, and April 12, 2023.
- O. During deliberations held on April 12, 2023, the Plan Commission discussed concern regarding the storage of e-bikes in dedicated long-term bicycle storage facilities with the presence of potentially combustible lithium-ion batteries that may have health and safety implications. Plan Commission asked for further investigation into the issue by appropriate City departments.
- P. During deliberations held on April 12, 2023, the Plan Commission discussed a motion to modify the proposed text concerning vehicle parking substitutions allowing required bicycle parking to count towards reducing minimum vehicle parking requirements, the motion passed with ten aye votes, zero nay votes, and zero Commissioner(s) abstaining.
- Q. During deliberations held on April 12, 2023, the Plan Commission discussed a motion to modify the proposed text concerning change of use to provide an exception to requiring

Findings of Fact, Conclusion, and Recommendation
Text amendments to Minimum Required Parking Spaces, and Bicycle Parking

additional bicycle parking where the change of use would cause a less than ten percent increase in bicycle parking, the motion passed with six aye votes, four nay votes, and zero Commissioner(s) abstaining.

- R. During deliberations held on April 12, 2023, the Plan Commission discussed a motion to modify the proposed text concerning residential in-unit long-term storage of bicycle parking to allow in-unit long-term bicycle parking to count towards the long-term bicycle parking requirements, the motion failed with five aye votes, five nay votes, and zero Commissioner(s) abstaining.
- S. Except as otherwise indicated in the above findings, the Spokane Plan Commission adopts the findings and analysis set forth in the staff report prepared for the proposal.
- T. The Spokane Plan Commission finds that the proposed text amendments meet the decision criteria established in SMC 17G.025.010(G).

CONCLUSIONS:

Based upon the draft text amendments, staff report and analysis (which is hereby incorporated into these findings, conclusions, and recommendations), SEPA review, agency and public comments received, and public testimony presented, the Spokane Plan Commission makes the following conclusions with respect to the text amendments to Minimum Required Parking Spaces, and Bicycle Parking:

1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
2. The proposed text amendments will implement the goals and policies of the Comprehensive Plan and the Bicycle Master Plan.
3. Interested agencies and the public have had extensive opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
4. SEPA review was completed for the proposal, and pursuant to SEPA, any adverse environmental impacts associated with the draft regulations will be mitigated by enforcement of the City's development regulations.
5. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan, particularly the following adopted Shaping Spokane goals and policies:
 - a. Chapter 3: Land Use - Goal 4 – Transportation, Policy LU 4.6 Transit-Supported Development
 - b. Chapter 4: Transportation - Goal TR B – Provide Transportation Choices
 - c. Chapter 4: Transportation - Goal TR C – Accommodate Access to Daily Needs and Priority Destinations
 - d. Chapter 4: Transportation - Goal TR F – Enhance Public Health and Safety
 - e. Chapter 4: Transportation – Policy TR 1 – Transportation Network for All Users
 - f. Chapter 4: Transportation - Policy TR 5 – Active Transportation
 - g. Chapter 4: Transportation - Policy TR 6 – Commercial Center Access
 - h. Chapter 4: Transportation – Policy TR 9 – Promote Economic Opportunity
 - i. Chapter 4: Transportation - Policy TR 20 – Bicycle/Pedestrian Coordination
 - j. Bicycle Master Plan Policy BMP 1: Continually increase the bicycle mode share for all trips
 - k. Bicycle Master Plan Policy BMP 3: Provide convenient and secure short-term and long-term bike parking to connect people to popular destinations and transit throughout Spokane and encourage employers to provide shower and locker facilities

RECOMMENDATION:

In the matter of the ordinances pertaining to Minimum Required Parking Spaces, and Bicycle Parking, amending the Unified Development Code of the City of Spokane;

As based on the above listed findings and conclusions, the Spokane Plan Commission takes the following actions:

1. By a vote of ten to zero, recommends to the Spokane City Council the **APPROVAL WITH MODIFICATION** of the proposed amendments to Section 17C.230.110, Minimum Required Parking Spaces.

Amend 17C.230.110(B)(3), from the draft text for vehicle parking substitutions to allow for required bicycle parking to count towards the substitution of minimum required vehicle parking.

2. By a vote of ten to zero, recommends to the Spokane City Council the **APPROVAL WITH MODIFICATION** of the proposed amendments to Chapter 17C.230.200, Bicycle Parking, as amended during the deliberations to include the following modification:

Amend 17C.230.200(B)(3)(a), Change of Use, from the draft text for bicycle parking to reflect that if a change in use results in a less than ten percent increase in the number of required bicycle parking spaces, the development is not required to implement more bicycle parking.

3. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

Greg Francis

Greg Francis (Apr 17, 2023 10:38 PDT)

Greg Francis, President
Spokane Plan Commission

Apr 17, 2023

PC Findings and Conclusions Bike Parking Code Update - FINAL

Final Audit Report

2023-04-17

Created:	2023-04-17
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAApf1v48BtB6az3AG1tafDu3rFts2leBFg

"PC Findings and Conclusions Bike Parking Code Update - FINAL" History

-  Document created by Jackie Churchill (jchurchill@spokanecity.org)
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2023-04-17 - 5:37:00 PM GMT- IP address: 65.133.88.36
-  Signer gfrancis@spokanecity.org entered name at signing as Greg Francis
2023-04-17 - 5:38:29 PM GMT- IP address: 65.133.88.36
-  Document e-signed by Greg Francis (gfrancis@spokanecity.org)
Signature Date: 2023-04-17 - 5:38:31 PM GMT - Time Source: server- IP address: 65.133.88.36
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STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

To:	City Plan Commission	
Subject:	Bicycle Parking Requirements	
Staff Contact:	Tyler Kimbrell Planner II tkimbrell@spokanecity.org	Colin Quinn-Hurst Associate Planner cquinnhurst@spokanecity.org
Report Date:	March 15, 2023	
Hearing Date:	March 22, 2023	
Recommendation:	Approval	

I. SUMMARY

These City-initiated text amendments are proposed to update the Spokane Municipal Code according to strategies outlined in the adopted Bicycle Master Plan and Comprehensive Plan. The proposed draft code would revise Spokane Municipal Code (SMC) Chapter 17C.230.110 Minimum Required Parking Spaces and Chapter 17C.230.200 Bicycle Parking. The proposed draft code has been developed by City staff, with the input of various committees and public feedback. The full-text amendments can be found attached as **Exhibit A**.

II. BACKGROUND

The City of Spokane's Comprehensive Plan and Bicycle Master Plan both highlight the need for accessible, well-designed, and readily available bicycle parking throughout the City. Adopted city goals include reaching 5% commute mode share by bicycle by 2037 and quadrupling bicycle ridership in that timeframe to achieve community goals centered on health, livability, economic development and accommodating safe and convenient transportation options for all modes and all users. Reaching these goals requires high-quality end-of-trip bicycle parking facilities in quantities that both encourage bicycle ridership and accommodate the gradually increasing numbers of people bicycling to destinations throughout the city. Meeting this increasing demand requires both short-term bike parking facilities, generally for stays under 2 hours, and long-term bike parking infrastructure for stays beyond 2 hours at places of work and residence. Achieving these goals also requires placement and spacing short-term bicycle parking facilities in convenient locations that do not impede building access, pedestrian right-of-way, or vehicle access. Similarly, accommodating higher levels of bicycle ridership requires long-term bicycle parking facilities with sufficient security, weather protection, and ease of access. The proposed bicycle parking code updates address each of these characteristics, setting standards in terms of quantity and quality for both short-term and long-term bicycle parking.

III. PROCESS

DEVELOPMENT CODE AMENDMENT PROCEDURE

Article III Section 21, Amendments and Repeals, of the City of Spokane Charter provides for the ability of amendments of the Charter and Spokane Municipal Code through ordinances. Title 17 is known as the Unified Development Code (UDC) and is incorporated into the Spokane Municipal Code to implement the City's Comprehensive Plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). Section [17G.025.010](#) establishes the procedure and decision criteria that the City uses to review and amend the UDC. The City may approve amendments to the UDC if it is found that a proposed amendment is consistent with the provisions of the Comprehensive Plan, and bears a substantial relation to public health, safety, welfare, and protection of the environment.

ROLE OF THE CITY PLAN COMMISSION

The proposed text amendments require a review process set forth in Section 17G.025.010(F) SMC. The Plan Commission is responsible for holding a public hearing and forwarding its findings, conclusions, and recommendations to the City Council. Utilizing the decision criteria in 17G.025 SMC, the Plan Commission may recommend approval, modification, or denial of the proposal.

The Plan Commission may incorporate the facts and findings of the staff report as the basis for its recommendation to the City Council or may modify the findings as necessary to support their final recommendation.

ROLE OF CITY COUNCIL

The City Council will also conduct a review process considering the proposed text amendment, public comments and testimony, the staff report, and the Plan Commission's recommendation. The final decision to approve, modify, or deny the proposed amendment rests with the City Council. Proposals adopted by ordinance after public hearings are official amendments to the Spokane Municipal Code.

COMMUNITY ENGAGEMENT

Engagement establishing the foundation for the text amendments was a part of the great effort taken by the Bicycle Master Plan (BMP) and the Comprehensive Plan update process in the years leading up to the 2017 update. The public process for the Bicycle Parking Code Update Project was designed around the refinement of the draft code and ensuring that the new requirements met the intent of the BMP and the Comprehensive Plan's vision and goals for bicycle parking. Taking into consideration many viewpoints obtained from a wide range of stakeholders was critical in developing the draft code, these viewpoints were obtained from various meetings, surveys, and comment periods. Below is a list summarizing the bulk of the process.

City Council- Urban Experience	December 12, 2022
Plan Commission Workshops	January 25, 2023 February 22, 2023
Technical Advisory Committee: Subject matter experts from affected City departments and divisions.	October 25, 2023 November 22, 2022 February 28, 2023
Public Advisory Committee: Representatives from affected stakeholder groups.	January 9, 2023 February 15, 2023
Bicycle Advisory Board	January 17, 2023
Plan Commission Transportation Subcommittee	December 6, 2022 February 7, 2023
Pedestrian Transportation and Traffic Committee	February 28, 2023
Virtual Open House	February 15, 2023
Bike Parking Survey (see Exhibit B¹)	February 15, 2023 – March 15, 2023

SEPA REVIEW

As outlined in Section 17G.025.010 SMC, notices of proposals to amend the UDC are distributed and interested parties should be made aware of such proposals during the Plan Commission review, including the SEPA checklist and determination. Similarly, a public notice published in the *Spokesman-Review* fourteen days prior to the Plan Commission public hearing is required.

¹ Survey results may also be found at the following link <https://arcg.is/19iuyy0>

This proposal was properly noticed pursuant to Section 17G.025.010(E). See **Exhibit C** for the SEPA Determination of Non-significance issued on March 2, 2023.

COMMENTS RECEIVED

Written comments received prior to March 15 were provided to the Plan Commission attached to the agenda packet for the scheduled March 22, 2023 public hearing as **Exhibit D**. All written public comments received by the planning department between March 15 to March 22 by 4:00 p.m. will be circulated to the Plan Commission prior to the public hearing scheduled at 4:00 p.m. March 22, 2023.

Notice of this proposal was sent to City departments and outside agencies for their review. Department and outside agency comments are included in this report as **Exhibit E**. Agency/City department comment was received regarding this application:

- Spokane Tribe of Indians
- City of Spokane Street Department

IV. ANALYSIS

PROPOSAL DESCRIPTION

Following the adoption of the Bicycle Master Plan and the 2017 Update to the Comprehensive Plan the City of Spokane Planning Services and Economic Development is recommending amending the bicycle parking code. The recommended text amendments seek to align development regulations with the vision and goals of the community in creating a more bicycle friendly city.

This proposal will amend Spokane Municipal Code: Section 17C.230.110 Minimum Required Parking Spaces, and 17C.230.200 Bicycle Parking.

VEHICLE PARKING SUBSTITUTION

Vehicle parking substitutions are a Transportation Demand Management (TDM) strategy that seeks to gain efficiencies in the transportation system to reduce demand for auto travel. One TDM strategy specifically related to the goal of improving cycling infrastructure is allowing the replacement of vehicle parking with bicycle parking. Under the current development regulations in SMC 17C.230.110, as of February 2023, applicants can replace up to ten percent of the vehicle parking by replacing one vehicle parking space with five bicycle parking spaces. This provision does not differentiate between long-term and short-term parking. This provision only applies to bicycle parking beyond the minimum bicycle parking required in SMC 17C.230.200.

When considering the space requirements for vehicle parking versus bicycle parking it should be noted that the space requirement for a single bicycle is approximately 16 square feet² whereas a vehicle parking space is approximately 153 square feet.³ This does not include additional spacing requirements such as driveways, aisles, landscaping, pedestrian access, street furniture, walls, etc. These spacing requirements show that it is possible to fit approximately 8 to 10 bicycle parking spaces in one vehicle parking space.

To align with the goals and policies of the comprehensive plan and the bicycle master plan, and to improve upon existing TDM strategies, the proposed text amendments:

- Increase the percentage of allowed vehicle substitution from ten percent to twenty-five percent.
- Differentiate the substitution rate for long-term and short-term bicycle parking.
- Maintain that the vehicle substitution provision only applies to bicycle parking spaces beyond the minimum requirement.

² Typical bike dimensions are 6 feet in length, 3.5 feet in height, and 2 feet in width. *Bicycle Parking Guidelines, 2nd edition*. Association of Pedestrian and Bicycle Professionals (APBP).

³ Minimum Parking Space and Aisle Dimensions. SMC 17C.230.140.

THE RATE OF BICYCLE PARKING & LAND USE VS ZONING

The proposed text amendments recommend changing the way in which the bicycle parking requirements are calculated. The changes are two-fold: the first is a change that decouples bicycle parking requirements from vehicle parking requirements, and the second is a transition from requirements based on zoning to requirements based on use type.

In SMC17C.230.200 as of February 2023, bicycle parking is a function of vehicle parking. In most cases, the number of required bicycle parking spaces will be five percent of the required vehicle parking. To ensure that bicycle parking is not unwittingly affected by changes and possible reductions in the vehicle parking requirements going forward, the proposed amendments to the bicycle parking code include a land use table with variable rates of bicycle parking based on the square footage of a building. The recommended rates and options provided were determined based on several factors including best practices from the Association of Pedestrian and Bicycle Professionals (APBP), stakeholder discussions, and analysis of best-in-class cities for cycling. A comparison spreadsheet provided by Bicycle Security Advisors⁴ with best practices and best-in-class cities is attached as **Exhibit F**.

Additionally, the proposed amendments text amendments change the bicycle parking requirements to be based on the use type of the development rather than the zone in which the development is being built. Various use types have different cycling and bike storage demands and therefore different needs in terms of bicycle parking. The proposed text amendments alter this by implementing a land use table for bicycle parking requirements with use types as established in other areas of the Unified Development Code (UDC), allowing easy integration and familiarity for Current Planning staff.

SHORT-TERM & LONG-TERM BICYCLE PARKING

Short-term bicycle parking is typically found in front of retail and institutional buildings within the public right-of-way on the sidewalk next to parking meters, street trees, and street furniture. The proposed text amendments ensure the implementation of well-designed bike racks to protect the bicycle from damage and theft. Standards for short-term bicycle parking are referenced from the APBP's *Essentials of Bike Parking* attached as **Exhibit G**.

Long-term bicycle parking is intended for those who keep their bike locked for extended periods of time, typically residents and employees. Most commonly, long-term storage takes the form of secured enclosures (external to the principal structure or within the parking garage), bike lockers, and/ or bike storage rooms located within the principal structure. As of February 2023, the adopted bicycle parking code does not differentiate between short-term and long-term parking. The differentiation of short-term and long-term parking is a key element in the proposed text amendments. Standards for long-term bicycle parking in the proposed text amendments were developed in combination with stakeholder feedback, public feedback, and guidance from the APBP.

IMPLEMENTATION OF COMPREHENSIVE PLAN GOALS AND POLICIES

Section [17G.025.010](#) SMC establishes the review criteria for text amendments to the Unified Development Code. In order to approve a text amendment, City Council shall consider the findings and recommendations of the Plan Commission along with the approval criteria outlined in the Code. The applicable criteria are shown below in *bold and italic* with staff analysis following the complete list. Review of the Comprehensive Plan goals and policies indicates that the proposal meets the approval criteria for internal consistency set forth in SMC 17G.025.010(G). Excerpts of the applicable goals and policies, and their Comprehensive Plan discussion points, are contained in **Exhibit H**.

17G.025.010(G) APPROVAL CRITERIA

1. **The proposed amendment is consistent with the applicable provisions of the comprehensive plan.**

⁴ <https://bicyclesecurityadvisors.com/best-practice-guides/parking/zoning-building-codes/>

Chapter 3: Land Use - Goal 4 – Transportation, Policy LU 4.6 Transit-Supported Development

Chapter 4: Transportation - Goal TR B – Provide Transportation Choices

Chapter 4: Transportation - Goal TR C – Accommodate Access to Daily Needs and Priority Destinations

Chapter 4: Transportation - Goal TR F – Enhance Public Health and Safety

Chapter 4: Transportation – Policy TR 1 – Transportation Network for All Users

Chapter 4: Transportation - Policy TR 5 – Active Transportation

Chapter 4: Transportation - Policy TR 6 – Commercial Center Access

Chapter 4: Transportation – Policy TR 9 – Promote Economic Opportunity

Chapter 4: Transportation - Policy TR 20 – Bicycle/Pedestrian Coordination

Bicycle Master Plan Policy BMP 1: Continually increase the bicycle mode share for all trips

Bicycle Master Plan Policy BMP 3: Provide convenient and secure short-term and long-term bike parking to connect people to popular destinations and transit throughout Spokane and encourage employers to provide shower and locker facilities

2. **The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.**

Staff Analysis: The proposed amendments bear a substantial relation to public health, safety, welfare, and the protection of the environment. By updating requirements for both short-term and long-term bicycle parking, in terms of both quantity and quality, the proposed amendments comply with State Law and carry out the recommendations adopted in the City's Bicycle Master Plan and the City's Comprehensive Plan. The proposed updates to the bicycle parking sections of the Spokane Municipal Code support these comprehensive plan goals and policies by requiring the provision of safe, secure and accessible short-term and long-term bicycle parking, in sufficient quantities and of a quality to promote bicycle ridership as a safe, healthy, low-cost and low-emission transportation option. By requiring end-of-trip bicycle facilities according to land use type and increasing incentives for replacing vehicle parking with bicycle parking, the proposed updates support opportunities for the use of active forms of transportation. In their application to new developments and major redevelopments, the proposed updates to the bicycle parking code increase opportunities for high-quality short-term and long-term bicycle parking in sufficient quantities to support an increase in bicycle ridership. This enacts one of the recommended strategies to achieve the City's adopted goal to quadruple bicycle ridership and achieve 5% bicycle commute mode share by 2037, as stated in the Bicycle Master Plan, an adopted appendix of the City's Comprehensive Plan.

V. DISCUSSION

The proposed text amendments are intended to provide a base for future revisions in the bicycle parking code. As cycling becomes a more popular choice for commuting, bicycle parking requirements can be analyzed under the structure of the proposed text amendments. The bicycle parking code, as of February 2023, does not consider use types that may have various demands for cyclists and bicycle parking. Furthermore, the current bicycle parking code's reliance on vehicle parking inhibits the consideration of bicycles in more dense areas that have lower vehicle parking requirements.

The proposed bicycle parking use tables (draft table 17C.230.200-3 and draft table 17C.230.200-4) were developed starting with the recommended five percent commute mode share recommendations from the Association of Pedestrian and Bicycle Professionals (APBP). The rates of bicycle parking were refined through discussion with the Public Advisory Committee, Technical Advisory Committee, and various groups such as the Bicycle Advisory Board and Plan Commission Transportation Subcommittee, followed by feedback from the general public through an online public workshop and survey. Recommended rates of bicycle parking in the draft use tables are not aligned with the Bicycle Master Plan's goal of a five percent commute mode share for cycling based on the APBP's recommendation, falling below the recommended quantities to achieve that level of ridership. However, as previously mentioned, the structure of the proposed text amendments allows simpler revision of the bicycle parking code moving forward as bicycle ridership increases.

At the February 22, 2023 Plan Commission workshop, commissioners requested alternatives to the use table that align with the APBP's recommended bicycle parking rates for reaching a five percent commute mode share consistent with the Comprehensive Plan's adopted goal for bicycle ridership. This is attached as **Exhibit I**.

VI. CONCLUSION

Based on the facts and findings presented herein, staff concludes that the requested text amendments to the Unified Development Code satisfy the applicable criteria for approval as set forth in SMC Section 17G.025.010. To comply with RCW 36.70A.370 the proposed text amendments have been evaluated to ensure proposed changes do not result in unconstitutional takings of private property.

VII. STAFF RECOMMENDATION

Following the close of public testimony and deliberation regarding conclusions with respect to the review criteria and decision criteria detailed in SMC 17G.025.010, Plan Commission will need to make a recommendation to City Council for approval or denial of the requested code amendments to the Unified Development Code.

Staff **recommends approval** of the requested minimum required parking spaces and bicycle parking amendments and recommends that the Plan Commission adopt the facts and findings of the staff report.

VIII. LIST OF EXHIBITS

- A. Proposed Draft Text Amendments
- B. Survey Results
- C. SEPA Determination of Non-Significance
- D. Public Comments
- E. Agency Comment
- F. Best Practices Spreadsheet
- G. *APBP Essentials of Bike Parking*
- H. Comprehensive Plan Goals and Policies
- I. 5% Mode Share Use Table

EXHIBIT A

Section __. That SMC section 17C.230.110 is amended to read as follows:

Section 17C.230.110 Minimum Required Parking Spaces

A. Purpose.

The purpose of required parking spaces is to provide enough parking to accommodate the majority of traffic generated by the range of uses, which might locate at the site over time. As provided in subsection (B)(3) of this section, bicycle parking may be substituted for some required parking on a site to encourage transit use and bicycling by employees and visitors to the site. The required parking numbers correspond to broad use categories, not specific uses, in response to this long-term emphasis. Provision of carpool parking, and locating it close to the building entrance, will encourage carpool use.

B. Minimum Number of Parking Spaces Required.

1. The minimum number of parking spaces for all zones is stated in [Table 17C.230-1](#). [Table 17C.230-2](#) states the required number of spaces for use categories. The standards of [Table 17C.230-1](#) and [Table 17C.230-2](#) apply unless specifically superseded by other portions of the city code.

2. Joint Use Parking.

Joint use of required parking spaces may occur where two or more uses on the same or separate sites are able to share the same parking spaces because their parking demands occur at different times. Joint use of required nonresidential parking spaces is allowed if the following documentation is submitted in writing to the planning and economic development services director as part of a building or zoning permit application or land use review:

- a. The names and addresses of the uses and of the owners or tenants that are sharing the parking.
- b. The location and number of parking spaces that are being shared.
- c. An analysis showing that the peak parking times of the uses occur at different times and that the parking area will be large enough for the anticipated demands of both uses; and
- d. A legal instrument such as an easement or deed restriction that guarantees access to the parking for both uses.

3. ~~((Bicycle parking may substitute for up to ten percent of required parking. For every five nonrequired bicycle parking spaces that meet the short or long-term bicycle parking standards, the motor vehicle parking requirement is~~

~~reduced by one space. Existing parking may be converted to take advantage of this provision.))~~ Bicycle parking may substitute for up to twenty-five (25) percent of required vehicle parking. For every four (4) nonrequired short-term bicycle parking spaces, the motor vehicle parking requirement is reduced by one space. For every one (1) nonrequired long-term bicycle parking space, the motor vehicle parking required is reduced by one space. Vehicle parking associated with residential uses may only be substituted by long-term bicycle parking. Existing parking may be converted to take advantage of this provision.

At the PC workshop on 2/22/2023 there was discussion regarding the 25% vehicle substitution rate, and how long-term bike parking and short-term bike parking could have separate applicability.

4. Existing Uses.

The off-street parking and loading requirements of this chapter do not apply retroactively to established uses; however:

- a. the site to which a building is relocated must provide the required spaces; and
- b. a person increasing the floor area, or other measure of off-street parking and loading requirements, by addition or alteration, must provide spaces as required for the increase, unless the requirement under this subsection is five spaces or fewer.

5. Change of Use.

When the use of an existing building changes, additional off-street parking and loading facilities must be provided only when the number of parking or loading spaces required for the new use(s) exceeds the number of spaces required for the use that most recently occupied the building. A “credit” is given for the most recent use of the property for the number of parking spaces that would be required by the current parking standards. The new use is not required to compensate for any existing deficit.

- a. If the proposed use does not generate the requirement for greater than five additional parking spaces more than the most recent use then no additional parking spaces must be added.
- b. For example, a non-conforming building with no off-street parking spaces most recently contained an office use that if built today would require three off-street parking spaces. The use of the building is proposed to be changed to a restaurant that would normally require six spaces. The three spaces that would be required of the existing office use are subtracted from the required number of parking spaces for the proposed restaurant use. The remainder is three spaces. Since the three new spaces is less than five spaces no off-street parking spaces

would be required to be installed in order to change the use of the building from an office use to a restaurant use.

6. Uses Not Mentioned.

In the case of a use not specifically mentioned in [Table 17C.230-2](#), the requirements for off-street parking shall be determined by the planning and economic development services director. If there is/are comparable uses, the planning and economic development services director's determination shall be based on the requirements for the most comparable use(s). Where, in the judgment of the planning and economic development services director, none of the uses in [Table 17C.230-2](#) are comparable, the planning and economic development services director may base his or her determination as to the amount of parking required for the proposed use on detailed information provided by the applicant. The information required may include, but not be limited to, a description of the physical structure(s), identification of potential users, and analysis of likely parking demand.

C. Carpool Parking.

For office, industrial, and institutional uses where there are more than twenty parking spaces on the site, the following standards must be met:

1. Five spaces or five percent of the parking spaces on site, whichever is less, must be reserved for carpool use before nine a.m. on weekdays. More spaces may be reserved, but they are not required.
2. The spaces will be those closest to the building entrance or elevator, but not closer than the spaces for disabled parking and those signed for exclusive customer use.
3. Signs must be posted indicating these spaces are reserved for carpool use before nine a.m. on weekdays.

Section __. That SMC section 17C.230.200 is amended to read as follows.

Section 17C.230.200 Bicycle Parking

A. Purpose.

Bicycle parking is required to encourage the use of bicycles by providing safe and convenient places to park bicycles.

- ~~((1. Bicycle parking facilities, either off-street or in the street right-of-way, shall be provided in RMF, RHD, CC1, CC2, CC3, CC4, O, OR, NR, NMU, CB, GC, and industrial zones for any new use which requires twenty or more automobile parking spaces according to Table 17C.230-1 or Table 17C.230-2. All bicycle parking facilities in the street right-of-way shall conform to City engineering services department standards.~~
- ~~a. The number of required bicycle parking spaces shall be five percent of the number of required off-street auto parking spaces.~~
 - ~~b. When any covered automobile parking is provided, all bicycle parking shall be covered.~~
- ~~2. Within downtown and FBC CA1, CA2, CA3, zones bicycle parking facilities, either off-street or in the street right-of-way, shall be provided. The number of spaces shall be the largest amount based on either subsections (a) or (b) below.~~
- ~~a. The number of required bicycle parking spaces shall be five percent of the number of off-street auto parking spaces being provided, whether the auto parking spaces are required by code or not.~~
 - ~~b. A minimum of one bicycle parking space shall be provided for every ten thousand square feet of building area. When a building is less than ten thousand square feet in building area at least one bicycle parking space shall be provided.~~
 - ~~c. When any covered automobile parking is provided, all bicycle parking shall be covered.~~
 - ~~d. All bicycle parking facilities in the street right-of-way shall conform to City engineering services department standards.~~
- ~~3. Bicycle parking facilities accessory to nonresidential uses shall be located on the lot or within eight hundred feet of the lot. Bicycle parking accessory to residential uses shall be located on-site. Bicycle parking facilities shared by more than one use are encouraged. Bicycle and automobile parking areas shall be separated by a barrier or painted lines.))~~

B. Applicability.

1. The required number of bicycle parking spaces in all zones except Centers and Corridors for uses in SMC 17C.190 is identified in Table 17C.230-3. If the calculated number of required bicycle parking spaces results in a decimal the required number of spaces is rounded up.
 - a. No short-term bicycle parking is required for the following uses.
 - i. All uses under “Residential categories”
 - ii. Commercial parking
 - iii. Drive-through facilities
 - iv. All uses under “Other Categories”
 - v. All uses under “Industrial Categories”
 - b. No long-term bicycle parking is required for the following uses.
 - i. Commercial parking
 - ii. Drive-through facilities
 - iii. Mini-storage facilities
 - iv. Park and open areas
 - v. Schools
 - vi. All uses under “Other Categories”
2. The required number of bicycle parking spaces for allowed uses in Center and Corridor Zones is identified in Table 17C.230-4. If the calculated number of required bicycle parking spaces results in a decimal the required number of spaces is rounded up.
 - a. No short-term bicycle parking is required for the following uses.
 - i. Residential
 - ii. Public parking lot
 - iii. Drive-through business on pedestrian streets
 - iv. Mobile food vending
 - v. Limited industrial
 - vi. Heavy Industrial
 - vii. Motor vehicle sales, rental, repair, or washing
 - viii. Automotive parts and tires (with exterior storage or display)
 - b. No long-term bicycle parking is required for the following uses.
 - i. Park and open areas
 - ii. Structured parking
 - iii. Public parking lot
 - iv. Drive-through business on pedestrian streets

- v. Self-storage or warehouse
 - vi. Mobile food vending
3. Change of Use.
- a. When the use of an existing building changes, bicycle parking shall be provided to meet the standards set forth in this section.
4. The bicycle parking requirements of this section do not retroactively apply to established uses; however:
- a. When increasing the floor area or other measures of bicycle parking requirements by addition or alteration, spaces, as required for the increase, shall be provided; and
 - b. The site to which a building is relocated must provide the required spaces.
5. Uses Not Mentioned.
- a. In the case of a use not specifically mentioned in Table 17C.230-3 or Table 17C.230-4, the requirements for bicycle parking shall be determined by the Planning Director.

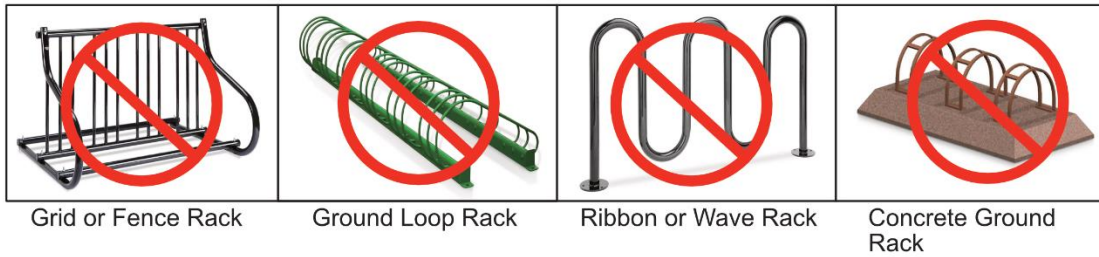
C. Short-term bicycle parking standards

Short-term bicycle parking encourages shoppers, customers, and other visitors to use bicycles by providing a convenient and readily accessible place to park bicycles.

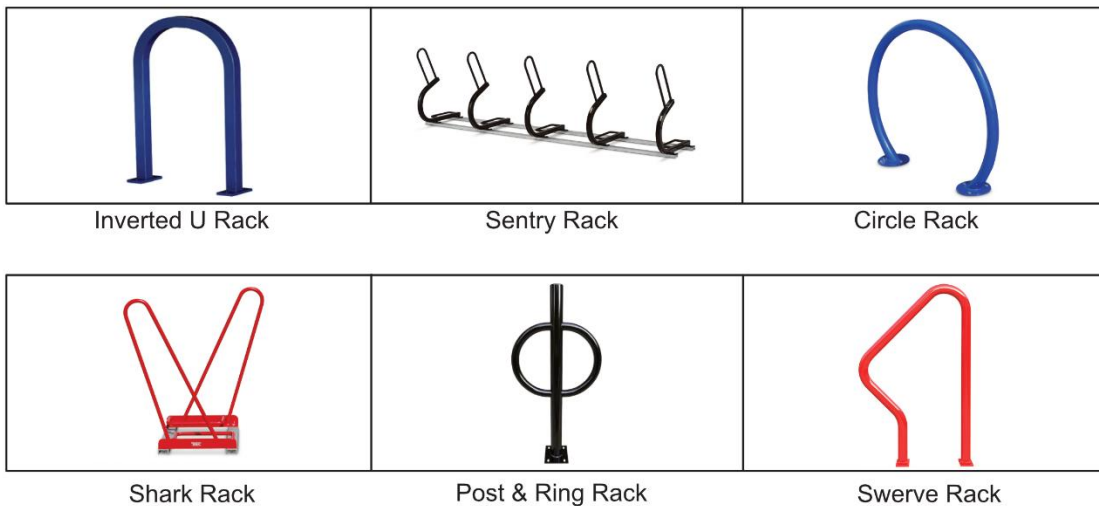
- 1. Bicycle racks designed to accommodate two bicycles, such as an inverted-u rack, are considered two (2) bicycle parking spaces.
- 2. Short-term bicycle parking shall be placed on stable, firm, and slip-resistant surfaces consistent with ADA requirements.
- 3. A bicycle rack must allow for the locking of the bicycle frame and one (1) wheel to the rack and shall support a bicycle in a stable position with a minimum of two points of contact to the bicycle frame and without damage to the wheels, frame, or components (see figure 1 below for examples that meet and do not meet this requirement).

Figure 1 Short-term bicycle racks that meet and do not meet the design requirements

Examples of bicycle racks that **do not** meet the design requirements:



Examples of bicycle racks that **do** meet the design requirements:



-
4. Short-term bicycle parking must be located:
 - a. Within 50 feet of a main entrance; and
 - b. On-site or within the adjacent public right-of-way.
 - i. If within the public right-of-way, bicycle racks must be entirely within the pedestrian buffer strip.
 - c. Outside of a building or enclosure.
 - d. As to not conflict with the opening of vehicle doors.
 - e. At the same grade as the sidewalk or at a location that can be reached by an accessible route.
 - f. Short-term bicycle parking where the number of required spaces is based on the provided vehicle parking (see Basic Utilities and Parks and Open Space in Table 17C.230-3) shall be grouped and located within or adjacent to the vehicle parking area.
 - i. If located within the vehicle parking area the bicycle racks shall be protected from vehicle interference such as the opening of car doors and potential collision by ensuring adequate space between vehicle parking stalls and bicycle parking.

5. Property owners and businesses located on the same side of the street and on the same block may establish a grouped bicycle parking area where short-term bicycle parking solutions may be implemented.
 - a. These areas shall be located no further than 200 feet from the main entrance of each business or property they intend to serve.
 - b. The racks shall be at a location that can be reached by an accessible route.
 - c. Bicycle parking shall meet all other relevant standards of this section.
6. If the development is unable to provide short-term bicycle parking as described, the developer may explore options such as:
 - a. On-site short-term bicycle parking beyond fifty (50) from the main entrance.
 - b. Bicycle parking located at the rear of the building.
 - c. Bicycle parking located within the building.
 - d. As agreed between the applicant and the Planning Director.

D. Long-term bicycle parking standards

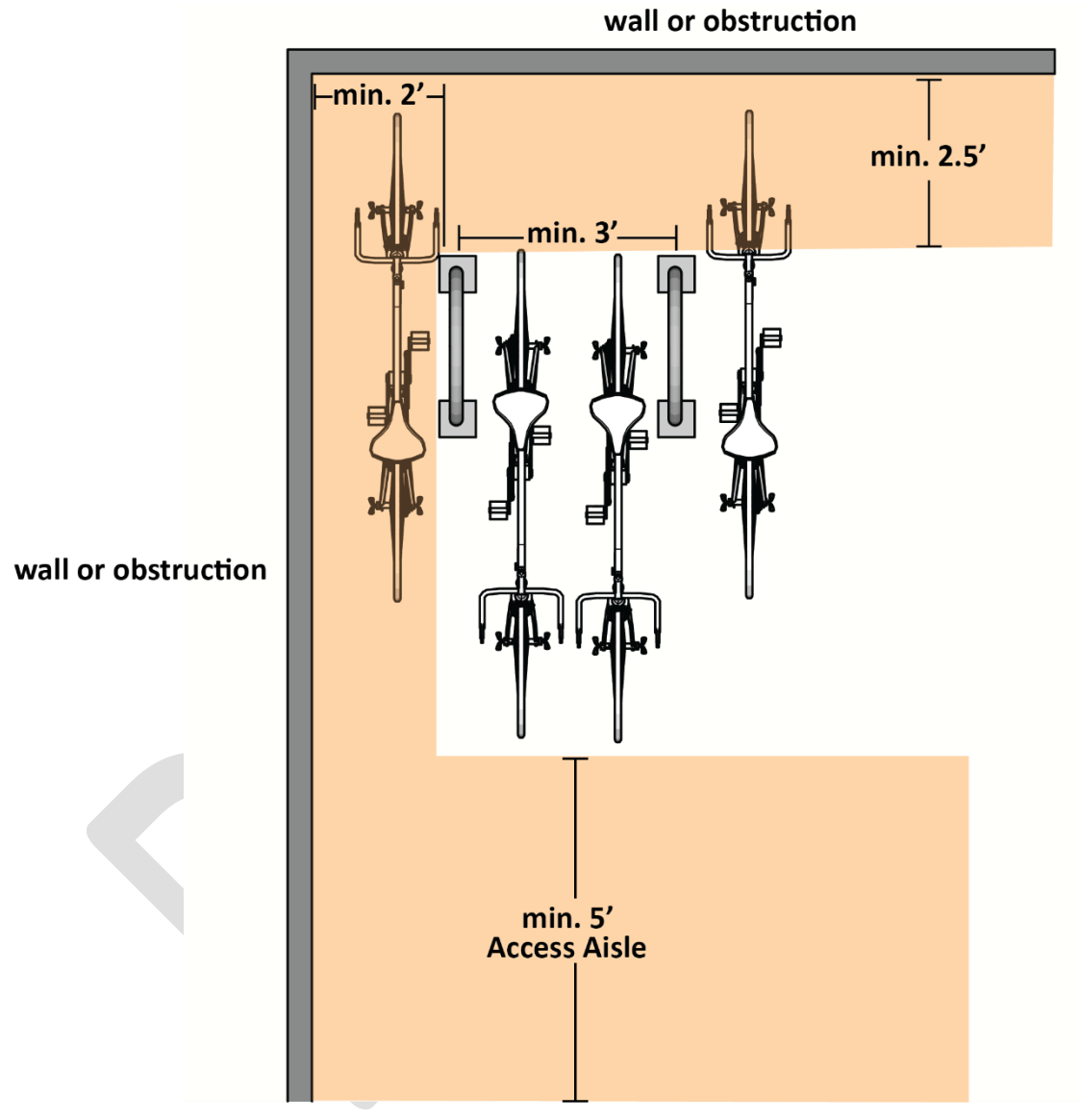
Long-term bicycle parking provides employees, students, residents, commuters, and others who generally stay at a site for several hours with a secure and weather-protected place to park bicycles.

1. Long-term bicycle parking must be located:
 - a. Within a building.
 - b. On-site, including parking structures and garages; or
 - c. Within three hundred (300) feet of the site.
2. A garage dedicated exclusively to a residential unit may fulfill the requirements for one (1) long-term bicycle parking space.
3. Long-term bicycle parking must be provided in racks or lockers.
 - a. At least twenty-five percent (25%) of the racks must be horizontal to accommodate:
 - i. Those who cannot lift a bicycle into a vertical position; and
 - ii. Cargo, tandem, long-tailed, or similar bicycles that do not fit into vertical bicycle racks.
4. Long-term bicycle parking spacing requirements.
 - a. For horizontal racks such as the inverted-u rack (see figure 2):
 - i. A minimum of three (3) feet parallel spacing between each rack; and
 - ii. A minimum of five (5) feet perpendicular access aisle between rows of bicycle parking; and

Staff comment: garage provision amended for clarity- at the PC workshop on 2/22/2023 it was noted that original language may cause confusion.

- iii. A minimum of two (2) feet six (6) inches of perpendicular spacing between bicycle racks and walls or obstructions; and
- iv. A minimum of two (2) feet for user access between a wall or other obstruction and the side of the nearest parked bicycle.

Figure 2 Spacing requirements for horizontal long-term bicycle racks



- b. For vertical wall-mounted racks (see figures 3 and 4):
 - i. A minimum of three (3) feet parallel spacing between each rack; or, A minimum of one (1) foot six (6) inches parallel spacing combined with a minimum of an eight (8) inch vertical off-set between each rack; and

- ii. A minimum of five (5) feet perpendicular access aisle between rows of bicycle parking; and
- iii. A minimum of one (1) foot six (6) inches for user access between a wall or other obstruction and the side of the nearest parked bicycle.

Figure 3 Wall-mounted bicycle rack without vertical off-sets

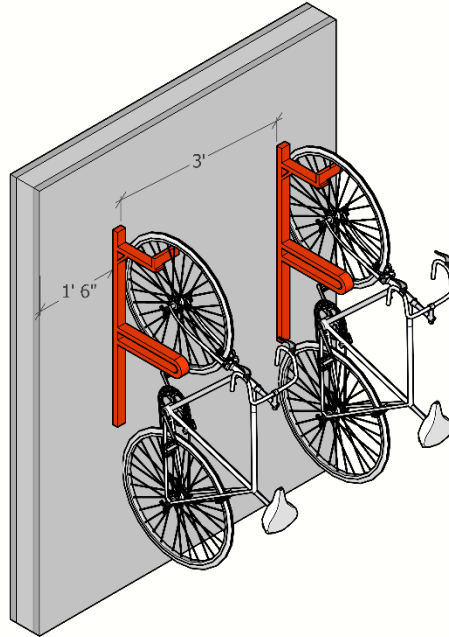


Figure 4 Wall-mounted bicycle racks with vertical off-sets

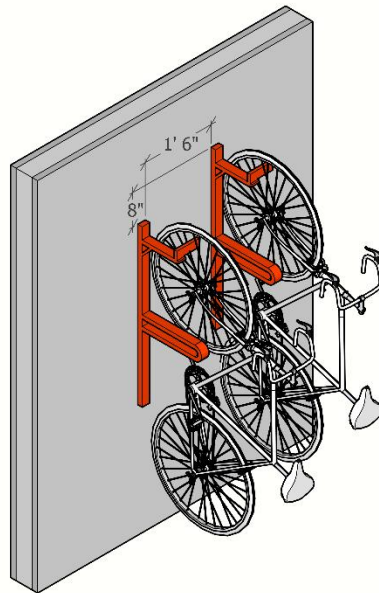
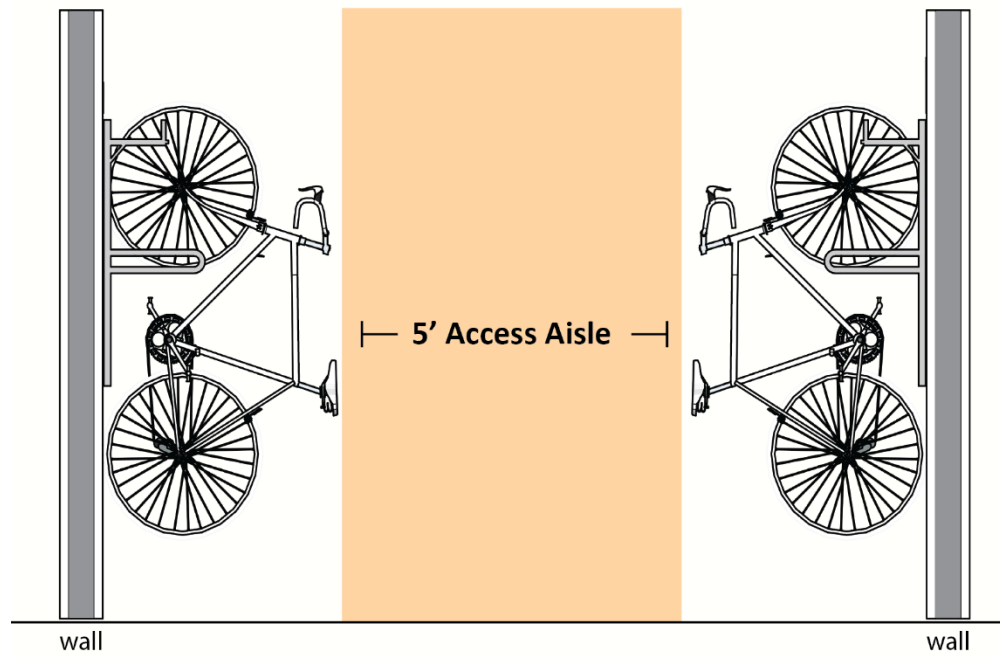


Figure 5 Wall-mount vertical bike rack access aisle



5. Long-term bicycle parking must be covered. The cover must be,
 - a. Permanent; and
 - b. Impervious.
6. Long-term bicycle parking shall be placed on floor and ground surfaces that are stable, firm, and slip resistant consistent with ADA requirements.
7. Long-term bike storage design details must be provided with site layouts to determine the number of bicycle parking spaces.
8. To provide security the bicycle parking must be,
 - a. In a locked room; or
 - b. In an enclosure with a locked gate or door, the walls of the enclosure are to be at least eight (8) feet tall or be floor-to-ceiling; or
 - c. In a permanently anchored, enclosed, and secured bike locker.
9. Property owners and businesses located on the same block may establish a grouped bicycle parking area where long-term bicycle parking solutions may be implemented.
 - a. These areas shall be located no further than 300 feet from each site they intend to serve.
 - b. Bicycle parking shall be at a location that can be reached by an accessible route.
 - c. Bicycle parking shall meet all other relevant standards of this section.

10. Residential in-unit long-term bicycle parking does not count towards fulfilling the requirements of long-term bicycle parking.
11. If a development is unable to meet the standards of this section, the applicant may seek relief subject to the Planning Director's discretion.
 - a. The applicant shall provide reasonable evidence as to why they are unable to fulfill the requirements of this section.
 - b. The applicant and the Planning Director should first explore alternatives for locating bicycle parking prior to agreeing to full relief from the requirements of this section.

At the February 22, 2023 workshop Plan Commission discussed the removal of in-unit parking counting towards the long-term parking requirements.

Staff note: this would not restrict any person from storing their bicycle in their residence should they choose to do so.

DRAFT

TABLE 17C.230-3				
BICYCLE PARKING BY USE				
RESIDENTIAL CATEGORIES				
<u>USE CATEGORIES</u>	<u>SPECIFIC USES</u>	<u>REQUIRED SHORT-TERM BICYCLE PARKING [3]</u>	<u>BASELINE SHORT-TERM BICYCLE PARKING [3]</u>	<u>REQUIRED LONG-TERM BICYCLE PARKING</u>
<u>Group Living</u>	-	None	0	1 per 10 residents
<u>Residential Household Living</u>	<u>Multifamily dwellings of ten or more units</u>	None	0	0.5 per unit
COMMERCIAL CATEGORIES				
<u>USE CATEGORIES</u>	<u>SPECIFIC USES</u>	<u>REQUIRED SHORT-TERM BICYCLE PARKING [3]</u>	<u>BASELINE SHORT-TERM BICYCLE PARKING [3]</u>	<u>REQUIRED LONG-TERM BICYCLE PARKING</u>
<u>Adult Business</u>	-	1 per 5,000 sq. ft. of floor area	2	None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area
<u>Commercial Outdoor Recreation</u>	-	1 per 5,000 sq. ft. of floor area	2	None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area
<u>Commercial Parking</u>	-	None	0	None
<u>Drive-through Facility</u>	-	None	0	None
<u>Major Event Entertainment</u>	-	1 per 60 seats	2	None below 24,000 sq. ft. of floor area; and then 1 per 24,000 sq. ft. of floor area
<u>Office</u>	<u>General Office</u>	1 per 20,000 sq. ft. of floor area	2	None below 10,000 sq. ft. of floor area; and then 1 per 10,000 sq. ft. of floor area
	<u>Medical/Dental Office</u>	1 per 20,000 sq. ft. of floor area	2	None below 10,000 sq. ft. of floor area; and then 1 per 10,000 sq. ft. of floor area
<u>Quick Vehicle Servicing</u>	-	1 per 20,000 sq. ft. of floor area	2	None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area

<u>Retail Sales and Service</u>	<u>Retail, Personal Service, Repair-oriented</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
	<u>Restaurants and Bars</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
	<u>Health Clubs, Gyms, Lodges, Meeting Rooms and similar continuous entertainment, such as Arcades and Bowling Alleys</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
	<u>Temporary Lodging</u>	<u>1 per 30 rentable rooms</u>	<u>2</u>	<u>None below 30 rentable rooms; and then 1 per 30 rentable rooms</u>
	<u>Theaters</u>	<u>1 per 30 seats</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft.</u>
	<u>Retail sales and services of large items, such as appliances, furniture and equipment</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Mini-storage Facilities</u>	-	<u>2 per development</u>	<u>2</u>	<u>None</u>
<u>Vehicle Repair</u>	-	<u>1 per 20,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
INDUSTRIAL CATEGORIES				
<u>USE CATEGORIES</u>	<u>SPECIFIC USES</u>	<u>REQUIRED SHORT-TERM BICYCLE PARKING [3]</u>	<u>BASELINE SHORT-TERM BICYCLE PARKING [3]</u>	<u>REQUIRED LONG-TERM BICYCLE PARKING</u>
<u>Industrial Services, Railroad Yards, Wholesale Sales</u>	-	<u>None</u>	<u>0</u>	<u>None below 20,000 sq. ft. of floor area; and then 1 per 20,000 sq. ft. of floor area</u>
<u>Manufacturing and Production</u>	-	<u>None</u>	<u>0</u>	<u>None below 20,000 sq. ft. of floor area; and then 1 per 20,000 sq. ft. of floor area</u>

<u>Warehouse and Freight Movement</u>	-	None	0	<u>None below 20,000 sq. ft. of floor area; and then 1 per 20,000 sq. ft. of floor area</u>
<u>Waste-related</u>	-	None	0	<u>None below 20,000 sq. ft. of floor area; and then 1 per 20,000 sq. ft. of floor area</u>
INSTITUTIONAL CATEGORIES				
<u>USE CATEGORIES</u>	<u>SPECIFIC USES</u>	<u>REQUIRED SHORT-TERM BICYCLE PARKING [3]</u>	<u>BASELINE SHORT-TERM BICYCLE PARKING [3]</u>	<u>REQUIRED LONG-TERM BICYCLE PARKING</u>
<u>Basic Utilities</u>	-	<u>1 per 20 vehicle spaces (whether vehicle parking is required by code or not)</u>	2	<u>None below 20 vehicle spaces; and then 1 per 20 vehicle spaces (whether vehicle parking is required by code or not)</u>
<u>Colleges</u>	-	<u>1 per 20,000 sq. ft. of floor area associated with each building</u>	2	<u>None below 30 staff/faculty; and then 1 per 30 staff/faculty</u>
<u>Community Service</u>	-	<u>1 per 5,000 sq. ft. of floor area</u>	2	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Daycare</u>	-	<u>1 per 5,000 sq. ft. of floor area</u>	2	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Medical Centers</u>	-	<u>1 per 20,000 sq. ft. of floor area</u>	2	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Parks and Open Areas[1] [2]</u>		<u>1-3 amenities= 4 spaces 4-7 amenities= 8 spaces 7-12 amenities= 16 spaces 12+ amenities= 24 spaces</u> <u>Additionally: 1 per 10 vehicle spaces (whether vehicle parking is required by code or not)</u>	2	None

<u>Religious Institutions</u>	-	<u>1 per 20,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Schools</u>	<u>Grade, Elementary, Junior High</u>	<u>1 per classroom</u>	<u>2</u>	<u>None</u>
	<u>High School</u>	<u>1 per classroom</u>	<u>2</u>	<u>None</u>
OTHER CATEGORIES				
<u>USE CATEGORIES</u>	<u>SPECIFIC USES</u>	<u>REQUIRED SHORT-TERM BICYCLE PARKING</u>	<u>BASELINE SHORT-TERM BICYCLE PARKING [3]</u>	<u>REQUIRED LONG-TERM BICYCLE PARKING</u>
<u>Agriculture</u>	-	<u>None</u>	<u>None</u>	<u>None</u>
<u>Aviation and Surface Passenger Terminals</u>	-	<u>None</u>	<u>None</u>	<u>None</u>
<u>Detention Facilities</u>	-	<u>None</u>	<u>None</u>	<u>None</u>
<u>Essential Public Facilities</u>	-	<u>None</u>	<u>None</u>	<u>None</u>
<u>Wireless Communication Facilities</u>	-	<u>None</u>	<u>None</u>	<u>None</u>
<u>Rail Lines and Utility Corridors</u>	-	<u>None</u>	<u>None</u>	<u>None</u>
<p>[1] Parks and Open Space amenities, for the purpose of this section, are defined as park facilities such as playgrounds, ball fields, and splash pads. These do not include any natural area amenities such as habitat viewing station.</p> <p>[2] Bicycle rack requirements based on amenities should be located near the amenities the racks are intended to serve.</p> <p>[3] SMC 17C.230.200(C)(1) Bicycle racks designed to accommodate two bicycles, such as an inverted-u rack, are considered two (2) bicycle parking spaces.</p>				

TABLE 17C.230-4			
CENTER AND CORRIDOR ZONE REQUIRED BICYCLE PARKING SPACE FOR ALLOWED USES			
<u>CENTERS AND CORRIDORS USE CATEGORIES</u>	<u>REQUIRED SHORT-TERM BICYCLE PARKING [3]</u>	<u>BASELINE SHORT-TERM BICYCLE PARKING [3]</u>	<u>REQUIRED LONG-TERM BICYCLE PARKING</u>
<u>Residential</u>	<u>None</u>	<u>0</u>	<u>0.5 per unit</u>

<u>Hotels, including Bed and Breakfast Inns</u>	<u>1 per 30 rentable rooms</u>	<u>2</u>	<u>None below 30 rentable rooms; and then 1 per 30 rentable rooms</u>
<u>Commercial, Financial, Retail, Personal Services</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Eating and Drinking Establishments</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Restaurants without Cocktail Lounges</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Professional and Medical Offices</u>	<u>1 per 20,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 10,000 sq. ft. of floor area; and then 1 per 10,000 sq. ft. of floor area</u>
<u>Entertainment, Museum and Cultural</u>	<u>1 per 60 seats, or 1 per 12,000 sq. ft. of floor area; whichever is lesser</u>	<u>2</u>	<u>None below 24,000 sq. ft. of floor area; and then 1 per 24,000 sq. ft. of floor area</u>
<u>Government, Public Service or Utility Structures, Social Services and Education</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Religious Institutions</u>	<u>1 per 20,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Parks and Open Space [1]</u>	<u>1-3 amenities= 4 spaces 4-7 amenities= 8 spaces 7-12 amenities= 16 spaces 12+ amenities= 24 spaces</u> <u>Additionally: 1 per 10 vehicle spaces (whether vehicle parking is required by code or not)</u>	<u>2</u>	<u>None</u>
<u>Structured Parking [2]</u>	<u>1 per 10 vehicle parking spaces</u>	<u>2</u>	<u>None</u>
<u>Public Parking Lot</u>	<u>None</u>	<u>0</u>	<u>None</u>
<u>Limited Industrial (if entirely within a building)</u>	<u>None</u>	<u>0</u>	<u>None below 20,000 sq. ft. of floor area; and then 1 per 20,000 sq. ft. of floor area</u>
<u>Heavy Industrial</u>	<u>None</u>	<u>0</u>	<u>None below 20,000 sq. ft. of floor area; and then 1 per 20,000 sq. ft. of floor area</u>

<u>Drive-through Businesses on Pedestrian Streets</u>	<u>None</u>	<u>0</u>	<u>None</u>
<u>Motor Vehicles Sales, Rental, Repair or Washing</u>	<u>None</u>	<u>0</u>	<u>None below 20,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Automotive Parts and Tires (with exterior storage or display)</u>	<u>None</u>	<u>0</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Gasoline Sales (serving more than six vehicles)</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Gasoline Sale (serving six vehicles or less)</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then ft. of floor area</u>
<u>Self-storage or Warehouse</u>	<u>None</u>	<u>0</u>	<u>None</u>
<u>Adult Business (subject to chapter 17C.305 SMC special provisions)</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Winery and Microbreweries</u>	<u>1 per 5,000 sq. ft. of floor area</u>	<u>2</u>	<u>None below 12,000 sq. ft. of floor area; and then 1 per 12,000 sq. ft. of floor area</u>
<u>Mobile Food Vending</u>	<u>None</u>	<u>0</u>	<u>None</u>
<p><u>[1] Bicycle rack requirements based on amenities should be located near the amenities the racks are intended to serve.</u></p> <p><u>[2] Short-term parking within structured vehicle parking facilities must be on the ground floor and within the structure. There is no requirement for the parking to be in a secured enclosure.</u></p> <p><u>[3] SMC 17C.230.200(C)(1) Bicycle racks designed to accommodate two bicycles, such as an inverted-u rack, are considered two (2) bicycle parking spaces.</u></p>			

EXHIBIT B



Employee and Apartment Bike Parking Survey

Tell us about your building's bike parking

The City of Spokane is working to triple the percent of people commuting to work by bicycle and quadruple the percent of daily trips by bike, as established in the City's Comprehensive Plan.

But where will all those bikes park?

The City's Planning Services Department is in the middle of reviewing and updating the Bicycle Parking code requirements to ensure the availability of safe, comfortable, adequate and secure bicycle parking for new buildings and major redevelopments throughout the City, as the existing code doesn't meet the community goals and standards identified in the City's Bicycle Master Plan and Comprehensive Plan. For more information about the project in general, the [project website](#) provides additional background.

While the City has convened a Public Advisory Committee made up of developers, agency staff and institutional representatives, at this time we haven't received broad-based user input from the people who would use these bike parking facilities.

Please take this questionnaire to let us know about YOUR experience as someone living, traveling and storing your bicycle in Spokane.

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Employee and Apartment Bike Parking Survey

Bicycle parking at work

Where would you prefer to park your bicycle at your workplace?*

Secure bike room refers to a dedicated fully-enclosed space with vertical and horizontal racks, accessible only by building tenants through a secured door.

In a secure and covered bike cage located outside my building

In a dedicated rack that has been placed in my office space

In a ground floor, secure bike room accessible by a door from the sidewalk or street

In a secure bike room located on my individual floor

In a secure bike room or cage in the automobile parking area

Reset

What is the most challenging part of parking your bicycle at your workplace?

Note: you may select multiple answers

Parking a wet, muddy bike in my workspace is causing damage

My place of work does not allow me to store my bike in my workspace

The bike parking room is too full



The bicycle rack at my work is not usable or is in an inconvenient location

It is difficult to get my bicycle on an elevator or stairs

My bike does not fit in any of the designated bicycle parking spaces or on any of the racks

I'm concerned about the safety/security of my bicycle at the available bike room

I'm concerned about the safety/security of my bicycle at the available outdoor bike racks

There are no bike parking facilities at my building

I do not commute via bicycle

Other

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Employee and Apartment Bike Parking Survey

Bicycle parking at home

Where would you prefer to park your bicycle at your residence? (Please rank the following options from 1 (your top choice) to 5)*

***Secure bike room** refers to a fully-enclosed, dedicated room with horizontal and vertical bike racks, accessible only by tenants via a secured door.

In a secure bike room located on my individual floor

In a secure bike room or cage in the automobile parking area (including garage)

In a secure and covered bike cage located outside my building

In a dedicated rack that has been placed in my residential (apartment, condo) unit

In a ground floor, secure bike room accessible by a door from the sidewalk or street

Reset

What is the most challenging part of parking your bicycle at your apartment building?

Note: you may select multiple answers

Parking a wet, muddy bike in my unit is causing damage

My building manager does not allow me to store my bike in my room and/or balcony



The bicycle rack in my unit is not usable or is in an inconvenient location

It is difficult to get my bicycle on the elevator

My bike does not fit in any of the designated bicycle parking spaces or on any of the racks

I'm concerned about the safety/security of my bicycle in the bike room

I'm concerned about the safety/security of my bicycle on the available outdoor bike racks

The bike room is too full

The outdoor bike racks are too full

There are no bike parking facilities at my building

I do not ride a bicycle

Other

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Employee and Apartment Bike Parking Survey

Proposed long-term bicycle parking

Below is an excerpt from the proposed DRAFT Bike Parking code updates. This section applies specifically to long-term bicycle parking in new buildings or major redevelopments. [Here is a link to a full version of the draft code update.](#)

Long-term bicycle parking standards

Long-term bicycle parking provides employees, students, residents, commuters, and others who generally stay at a site for several hours with a secure and weather-protected place to park bicycles.

1. Long-term bicycle parking must be located:
 - a. Within a building.
 - b. On-site, including parking structures and garages; or
 - c. Within three hundred (300) feet of the site.

2. A garage dedicated exclusively to one or two housing units shall meet all long-term bicycling parking requirements for the associated units.

3. Long-term bicycle parking must be provided in racks or lockers.
 - a. At least twenty-five percent (25%) of the racks must be horizontal to accommodate:
 - i. Those who cannot lift a bicycle into a vertical position; and
 - ii. Cargo, tandem, long-tailed or similar bicycles that do not fit into vertical bicycle racks.

4. Long-term bicycle parking spacing requirements.
 - a. For horizontal racks such as the inverted-u rack:
 - i. A minimum of three (3) feet parallel spacing between each rack; and
 - ii. A minimum of five (5) feet perpendicular access aisle between rows of bicycle parking; and
 - iii. A minimum of two (2) feet six (6) inches of perpendicular spacing between bicycle racks and walls or obstructions; and
 - iv. A minimum of two (2) feet for user access between a wall or other obstruction and the side of the nearest parked bicycle.
 - b. For vertical wall-mounted racks:
 - i. A minimum of three (3) feet parallel spacing between each rack; or, A minimum of one (1) foot six (6) inches parallel spacing combined with a minimum of an eight (8) inch vertical off-set between each rack; and



bicycle parking; and

iii. A minimum of one (1) foot six (6) inches for user access between a wall or other obstruction and the side of the nearest parked bicycle.

5. Long-term bicycle parking must be covered. The cover must be,
 - a. Permanent; and
 - b. Impervious.
6. Long-term bicycle parking shall be placed on floor and ground surfaces that are stable, firm, and slip resistant consistent with ADA requirements.
7. Long-term bike rack or bike locker design details must be provided with site layouts in order to determine the number of bicycle parking spaces accommodated by each rack.
8. To provide security the bicycle parking must be,
 - a. In a locked room; or
 - b. In an enclosure with a locked gate or door, the walls of the enclosure are to be at least eight (8) feet tall or be floor-to-ceiling; or
 - c. In a permanently anchored, enclosed, and secured bike locker.
9. Property owners and businesses located on the same block may establish a grouped bicycle parking area where long-term bicycle parking solutions may be implemented.
 - a. These areas shall be located no further than 300 feet from each site they intend to serve.
 - b. Bicycle parking shall be at a location that can be reached by an accessible route.
 - c. Bicycle parking shall meet all other relevant standards of this section.
10. Up to fifty percent (50%) of long-term bicycle parking for residential uses may be located within a dwelling unit. Long-term bicycle parking in a residential dwelling unit shall be:
 - a. A designated bicycle storage closet; or
 - b. A private outdoor area where the bicycle can be secured to a vertical or horizontal rack.
 - i. The rack must be permanently affixed to the ground or wall; and
 - ii. The outdoor area must be covered to protect the bicycle from weather events.
11. If a development is unable to meet the standards of this section, the applicant may seek relief subject to the Planning Director's discretion.
 - a. The applicant shall provide reasonable evidence as to why they are unable to fulfill the requirements of this section.
 - b. The applicant and the Planning Director should first explore alternatives for locating bicycle parking prior to agreeing to full relief from the requirements of this section.



Generally, what is your level of agreement with these proposed standards for long-term bicycle parking location?*

Please see the details provided above.

- Strongly disagree Disagree Neutral Agree Strongly agree

Individual Standard Ratings ▾

Please let us know what you think of each standard (1 thru 11 above) by rating them 1 to 3 (1 being "dislike" 2 being "neutral" and 3 being "like")

Standard 1



Standard 2



Standard 3



Standard 4



Standard 5



Standard 6





Standard 7



Standard 8



Standard 9



Standard 10



Standard 11



Please leave any other comments regarding the long-term bicycle parking standards here.

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Employee and Apartment Bike Parking Survey

Background Information

Just a couple more questions! If you could please provide us with some more information about your bicycle use and interest, this will help us better understand the results of this survey.

How would you describe your interest in long-term bicycle parking?*

I currently park my bicycle at my place of work during my shift

I currently park my bicycle at my apartment or condo

With better long-term parking, I would consider parking my bicycle at my place of work during my shift

With better long-term parking, I would consider parking my bicycle at my apartment or condo

Other

If other, please describe

How many bicycles does your household own?*

Question optional



1-bicycle

2-bicycles

3-bicycles

4-bicycles

5-bicycles

More than 5 bicycles

What types of bicycle(s) do you own?*

None

Traditional 2-wheeled bike

Recumbent bike

3-wheel tricycle

Cargo bike

Long-tailed bike



E-BIKE



Trailer



Other

How would you describe your current bicycle use?*



Strong and Fearless - I ride in any condition



Enthusied and Confident - I enjoy riding in good weather, on low-speed streets



Interested but Concerned - I would consider riding if there were safe places to ride



No way, no how - Bicycling is not an option I would ever consider

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Employee and Apartment Bike Parking Survey

Thank you!

We very much appreciate your participation in this survey, if you would like additional information please visit [our webpage](#).

Before you go, if there is anything else you'd like to tell us please comment below.

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Submit

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This questionnaire seeks feedback from current and potential users of apartment and workplace long-term bike parking.

Owner: cquinnhurst_spokane, created: Feb 2, 2023, updated: Feb 15, 2023

This survey is shared with **Everyone (public)** and **City of Spokane**



Total records




Total participants



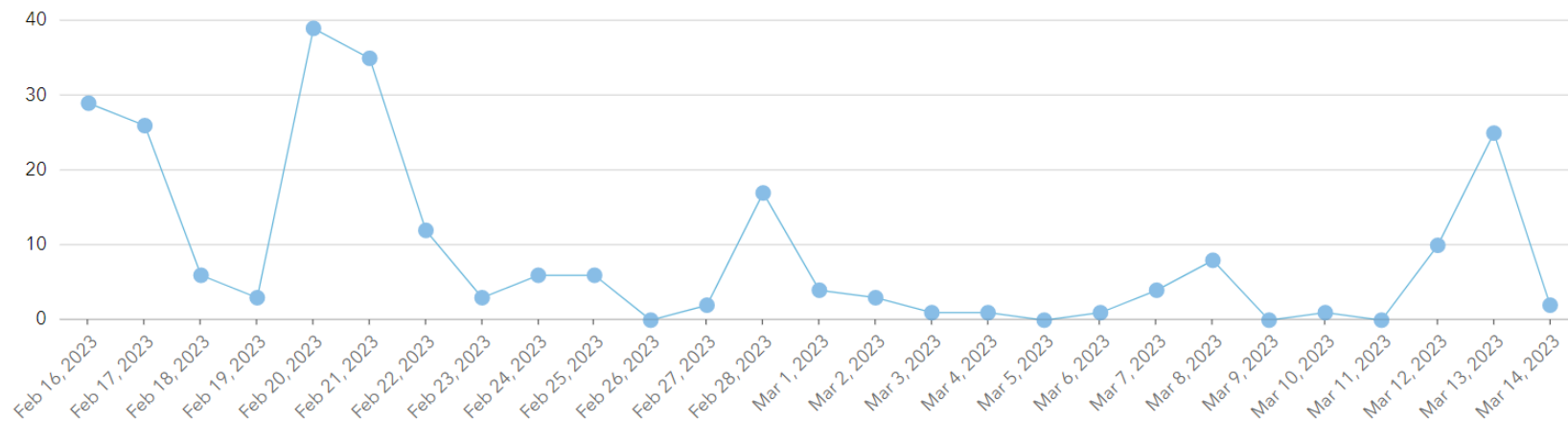
First submitted On



Last submitted On 

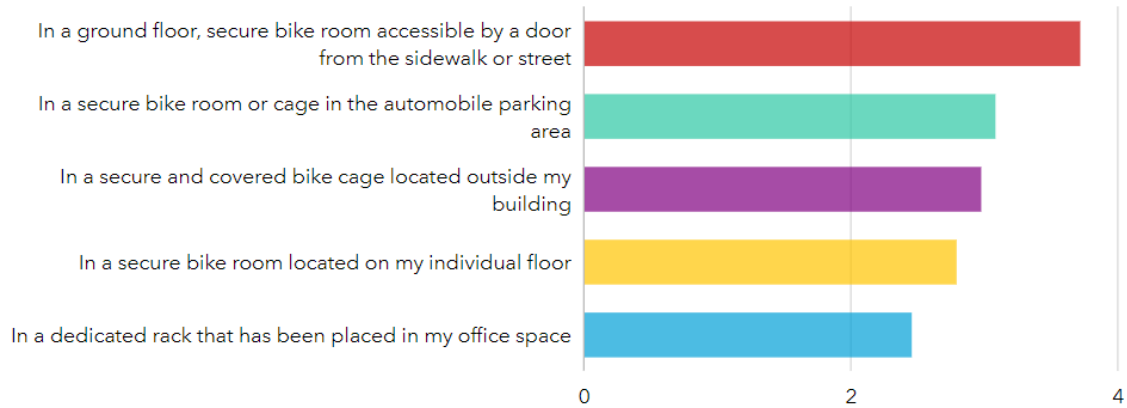
Surveys count: 244 (total: 244)

 2/16/23 - 3/14/23



● Where would you prefer to park your bicycle at your workplace? *

Column Bar



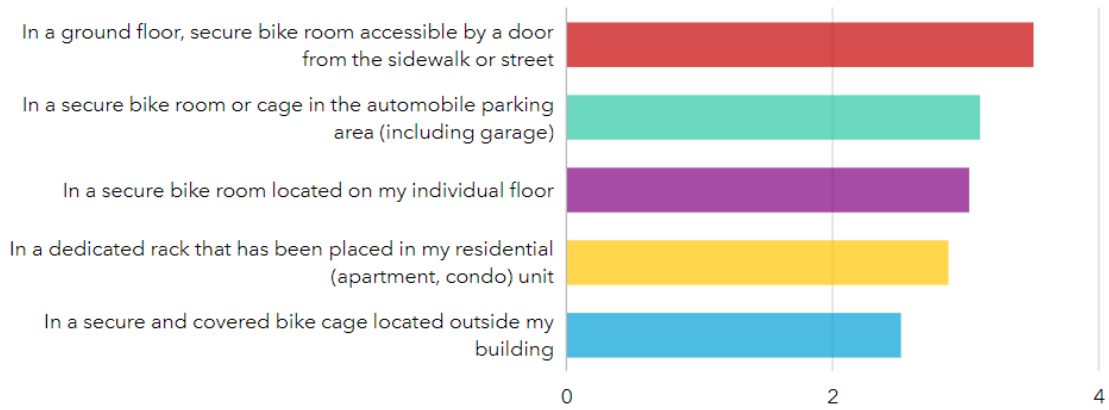
Rank	Answers	1	2	3	4	5	Average score
1	In a ground floor, secure bike room accessible by a door from the sidewalk or street	41.39% 101	17.21% 42	21.31% 52	11.48% 28	8.61% 21	3.71
2	In a secure bike room or cage in the automobile parking area	19.26% 47	22.54% 55	20.08% 49	22.95% 56	15.16% 37	3.08
3	In a secure and covered bike cage located outside my building	17.21% 42	22.54% 55	20.08% 49	20.49% 50	19.67% 48	2.97
4	In a secure bike room located on my individual floor	11.89% 29	23.36% 57	17.62% 43	25.82% 63	21.31% 52	2.79
5	In a dedicated rack that has been placed in my office space	10.25% 25	14.34% 35	20.9% 51	19.26% 47	35.25% 86	2.45

● Where would you prefer to park your bicycle at your residence? (Please rank the following...



Column

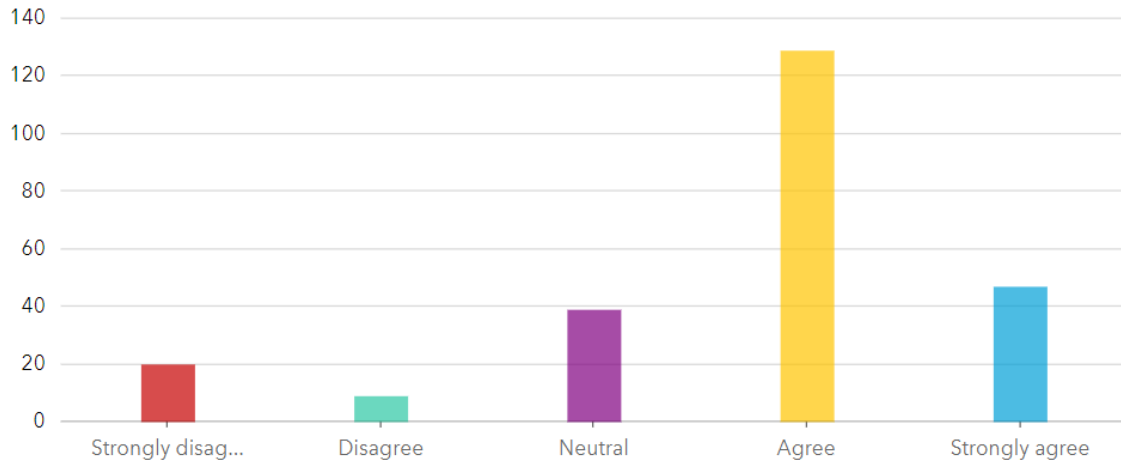
Bar



Rank	Answers	1	2	3	4	5	Average score
1	In a ground floor, secure bike room accessible by a door from the sidewalk or street	31.97% 78	19.26% 47	24.18% 59	16.39% 40	8.2% 20	3.50
2	In a secure bike room or cage in the automobile parking area (including garage)	21.72% 53	19.67% 48	20.9% 51	22.54% 55	15.16% 37	3.10
3	In a secure bike room located on my individual floor	15.16% 37	27.05% 66	18.85% 46	22.54% 55	16.39% 40	3.02
4	In a dedicated rack that has been placed in my residential (apartment,	20.08% 49	20.08% 49	14.75% 36	16.39% 40	28.69% 70	2.86
5	In a secure and covered bike cage located outside my building	11.07% 27	13.93% 34	21.31% 52	22.13% 54	31.56% 77	2.51

● Generally, what is your level of agreement with these proposed standards for long-term...

*Column Bar Pie Map

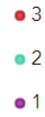
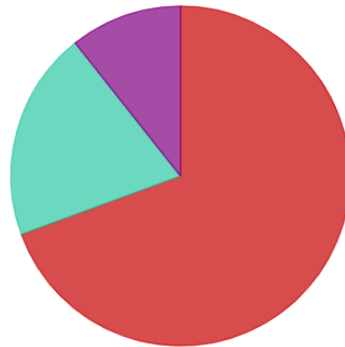


[Hide table](#)

Empty categories [↑↓ Sort](#)

Answers	Count	Percentage
Strongly disagree	20	8.2%
Disagree	9	3.69%
Neutral	39	15.98%
Agree	129	52.87%
Strongly agree	47	19.26%

Average
2.6

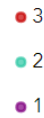


[Hide table](#)

Empty categories Sort

Answers	Count	Percentage
3	143	58.61%
2	41	16.8%
1	22	9.02%

Average
2.4



[Hide table](#)

Empty categories Sort

Answers	Count	Percentage
3	114	46.72%
2	64	26.23%
1	26	10.66%

Average

2.5



[Hide table](#)

Empty categories Sort

Answers	Count	Percentage
3	120	49.18%
2	62	25.41%
1	22	9.02%

Average

2.5

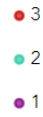
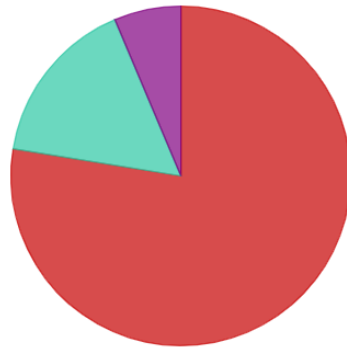


[Hide table](#)

Empty categories Sort

Answers	Count	Percentage
3	123	50.41%
2	54	22.13%
1	23	9.43%

Average
2.7

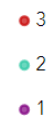
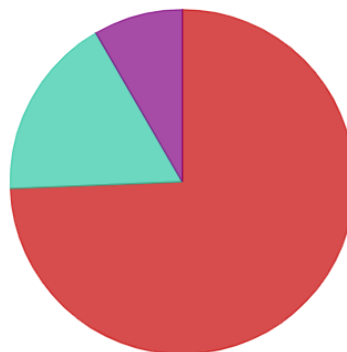


[Hide table](#)

Empty categories [↑↓ Sort](#)

Answers	Count	Percentage
3	159	65.16%
2	33	13.52%
1	13	5.33%

Average
2.7

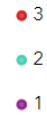
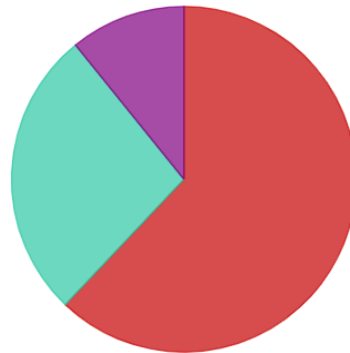


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Empty categories [↑↓ Sort](#)

Answers	Count	Percentage
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2	35	14.34%
1	17	6.97%

Average
2.5

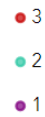
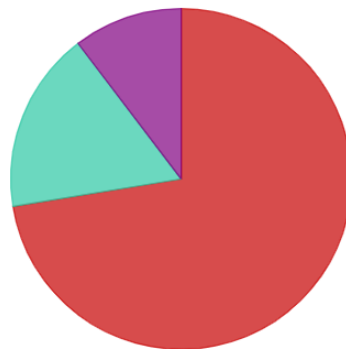


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Answers	Count	Percentage
3	126	51.64%
2	55	22.54%
1	22	9.02%

Average
2.6



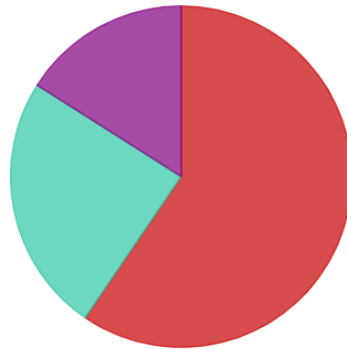
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Empty categories [↑↓ Sort](#)

Answers	Count	Percentage
3	147	60.25%
2	35	14.34%
1	21	8.61%

Average

2.4



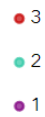
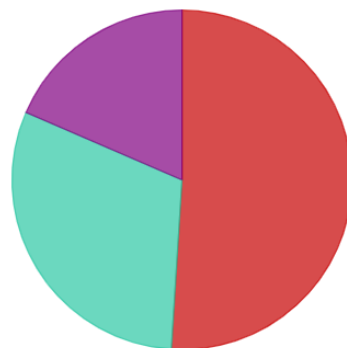
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Empty categories [↑↓ Sort](#)

Answers	Count	Percentage
3	119	48.77%
2	49	20.08%
1	32	13.11%

Average

2.3



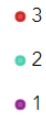
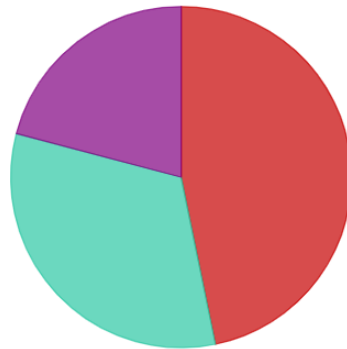
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Empty categories [↑↓ Sort](#)

Answers	Count	Percentage
3	102	41.8%
2	61	25%
1	37	15.16%

Average

2.3



[Hide table](#)

Empty categories Sort

Answers	Count	Percentage
3	94	38.52%
2	65	26.64%
1	42	17.21%

● Please leave any other comments regarding the long-term bicycle parking standards here.

Word cloud ⚙



Response
<p>You should be addressing the bicycle on the roadway laws. It’s too dangerous for bicyclists to legally commute, especially downtown, because the way the law is written. If people can’t commute in safety, bike parking at the workplace is a waste of time and money.</p>
<p>You have got to make a policy about electric bikes, especially in bike lanes and sidewalks. These bikes can go up to 20 miles per hour. In my opinion they should not be allowed in bike lanes and sidewalks over a certain speed.</p>
<p>Yay! Safe spaces when visiting locations and dwellings! I am a bike rider!</p>
<p>Why no bicycle parking requirement for passenger airline terminals? Bike lanes lead to the airport... who lobbied against that requirement? E-bikes need covered parking in more locations downtown, including Riverfront Park. People are replacing their sole mode of transportation (cars) with e-bikes and want to be able to take them downtown and not worry about theft or damage. Bike lockers are needed in various locations around town for more expensive and/or e bikes that must stay out of the elements. Please conduct a survey locally on e-bike usage and trailer bicycle facilities to this currently overlooked user group.</p>
<p>What will this actually change. The downtown core is very unsafe and the bike infrastructure is a joke. The centennial trail is the only bike highway the city has and bike traffic is not even a priority. Develop a trail network so people can commute safely. It does no good to install storage if the rider can't safely make the trip.</p>
<p>WHAT IS THE PLAN FOR STORING/PARKING THREE-WHEELED OR TRICYCLE BIKES FOR THOSE WHOSE PHYSICAL LIMITATIONS RESTRICT THEM FROM A TWO-WHEELED / BICYCLE TYPE BIKE?</p>
<p>We need more protected bike lanes and all parks need secured bike garages.</p>

<p>We need long term bicycle parking at public facilities: What do I do if I want to go to the Arena, Riverfront Park, the Podium or Downtown Stadium for an event with my \$4000 pedal-assist e-bike? Leave it for 4 hours unattended with just a lock?? These locations need weather protected and sight obscured bike lockers for the public's more expensive and generally larger e-bikes or cargo bikes.</p>
<p>Very well though out . Excellent standards to help promote safe storage of bicycles. I have had multiple bikes stolen in a different city. Standards like this would have prevented both</p>
<p>This is great for new development, but there needs to be a concerted effort to provide safe parking on the city streets for businesses, restaurants, grocery stores etc as well as for historic areas. So much of the city is over a hundred years old and it can take decades for some places to implement a change that would trigger these requirements.</p>
<p>This is dumb. Focus on things that make an impact on at least 10% of the population. This is a great example of focusing on the small things and not the big issues. Clean up the homeless mess before making rules about bicycle parking!</p>
<p>This is all fine and good, but who will maintain the spaces? Where can the biker go to get help when things go wrong? Who will verify if the space is actually being used, or has the user vacated the apartment etc.? Should there be a fee for using the space, so that unused bikes are not just sitting there taking up space?</p>
<p>These bike parking standards are excessive. The population of the City of Spokane largely uses vehicle parking, which is limited enough. The bicycle code for the City of Spokane has created a significant negative impacts on motor vehicle traffic and parking. Bike lanes in the City of Spokane are under-utilized because they're not needed. With only a few good months of bicycle riding weather for the majority of the public, biking is not a viable means of regular transportation. Stop spending millions of dollars and impacting developers with these requirements. Make Spokane a city that attracts business and residents by having smooth flowing traffic and plenty of parking options. Parking downtown is already a nightmare for customers and employees.</p>
<p>These all make good sense to me.</p>
<p>The issue with biking in Spokane is not so much access to long term parking as it is the need for safe bike lanes/routes to be more thoroughly dispersed throughout the city. If you live and work along the river, on the periphery of the downtown area, or in the university district, you can get to work by bike reasonably safely, but if you live even just a few blocks outside of these regions, it can be incredibly dangerous to bike to work/school. We need more bike lanes/routes connecting to highly used areas, such as Sacred Heart Medical Center, Northtown/Garland District, whitworth, SCC, etc.</p>
<p>The biggest problem with bike storage (short or long term) is vandalism. If the bike is visible to non-owner it is subjected to vandalism (cables cut, wheels damaged or removed, painted, seats cut, etc). None of the solutions addresses vandalism. Theft occurs even if the bike is locked securely. If they are not locked in a location that limits access to owners, the bike is high risk for being stolen.</p>
<p>Strong consideration must be given to addressing the storage of e-bikes and in particular, prohibiting storage and/or charging of L-Ion batteries in those areas not predictably within view of the owner.</p>

<p>Instead, while the bicycle can be stored in a dedicated area, the battery must be stored in the owners residence or workstation.</p>
<p>Standard 8: worried if the enclosure doesnt have a ceiling and is made of chain link, bikes will still get stolen— they are often light enough to lift in one hand. Standard 11 makes me worried that developers will create reasonable-sounding excuses for why they cannot provide bike parking. Similar to how some corporations consider legal fines as the cost of doing business, it seems to create a loophole which any developer could squeeze through. I don't know how to make it more binding, but I am concerned.</p>
<p>Some kind of language that ensures long-term bicycle parking cages located in or near parking structures are placed a safe distance from car traffic would be helpful.</p>
<p>Responsibility is on me. I really don't like where this is going. I also have a car that I use all year long. Personally, my bike is for recreation most of the few months I can use it in Spokane.</p>
<p>Requiring parking 300 ft from the business seems to far, I would like to be able to see my bike while I'm at the business. 150 ft?</p>
<p>Regarding standard 9, it would be best if all of the businesses within the shared parking zone are in the same block, avoiding crossing streets when going from bike parking to final destination.</p>
<p>Re: #10: It is extremely control-freak to make any law that "Up to fifty percent (50%) of long-term bicycle parking for residential uses may be located within a dwelling unit." .. SERIOUSLY Spokane? What about the other 50%? Are you purposely creating reasons for domestic issues amongst neighbors who have to decide which 50% of the residents are the lucky ones? Where's the *equality* when only 50% of residents will have the right to have a bike in their apartment. .. If I were the Governor: I'd make a law that forbids any from making laws denying a person the right to park their bicycle in their apartment. Who are the people that decided that only 50% of an apartments' residents should continue to have the right to park their bicycle in their apartment? Shame on them for being control-freakers. .. #9 grants people rights that they already have, and then clause #9a limits those rights = you're attempting to take away rights you have no valid reason to take.</p>
<p>Property theft is a serious concern in this city. Residential parking requirements will need to require a cage, locker, or secure room if you want people to feel comfortable leaving their bikes there. A covered bike rack won't cut it.</p>
<p>Please keep the sidewalks clear for pedestrians. Park bikes off the sidewalks.</p>
<p>People who ride bikes should rent places that have facilities for bikes There should be "NO" laws requiring landlords to make facilities bike friendly. This would increase rents on building where people who don't bike. Keep laws out of this!!!</p>
<p>Outdoor parking is the most vulnerable to theft, so it should be the least encouraged option for long-term storage.</p>
<p>Number 10 - I'm ok with up to 80% being in the unit, but the rack language needs to be cleaned up. Is a rack actually required? 10.b.i "a rack shall be provided and permanently affixed to..."</p>

<p>None of this will matter. The shit humans these political clowns love so much will destroy whatever is put in place. The fucking bums and tweakers will steal, shit on, piss all over, and destroy whatever. AND THE IDIOTS ON CITY COUNCIL WILL JUST ALLOT MORE MONEY FOR THEM</p>
<p>None</p>
<p>Nobody wants to park their bikes on outside racks anymore. There's just too many bike thieves and the police are too busy or just don't care about bike theft.</p>
<p>No bicycle racks/parking on sidewalks</p>
<p>Most riders main concern with long term bike storage is security, the racks are always outside and out of the way which means no one sees if people mess with them. I use Lime more than my own bike when available largely in part due to the ability to park them basically anywhere.</p>
<p>It is most important to consider while offering various levels of bike storage, protection against theft in bulk storage containers/garages with security cameras as well as a security roster electronically or otherwise for access. Individual bike lockers have been used over the years by default as homeless housing, and or suffered vandalism and or theft - offering bike racks at area businesses it ideal alongside educational tips to prevent theft and or potential damage to personal property.</p>
<p>If we were in a more temperate climate a bike program could work. Not here.</p>
<p>If we used STA buses similar to how the Dutch use there Trains, most bicycles for commuters would remain down town for long term storage and be parked at STA facilities: Downtown and/or satellite Park and Rides.. We need a paradigm shift in use between auto, public transportation for bicycle users. A simple rail that you can lock to is an alternative to a bicycle rack and allows for a better use of facilities having narrow & physical constraints, also true of sidewalks. Shared garages are difficult for multiple users/owners to manage. In addition the City should consider giving up one potential parking space in each block of the city core for on street covered bicycle storage.</p>
<p>I'm very happy the city is working on this issue. There is a lack of secured (and even non secured) bike parking in Spokane.</p>
<p>I'm glad to see you all working through this because it's very needed. I hope that building owners are willing to collaborate with the city on creating better bike parking especially for e-bikes.</p>
<p>I would like the city to dedicate 1 or 2 parking garage floors to bike and scooter parking.</p>
<p>I would be very skeptical about allowing landlords out of this obligation—it's not that difficult to meet.</p>
<p>I think the maximum distance from the bicycle enclosure to its business location ought to be 100' instead of 300'.</p>
<p>I think the city should consider the impact of e-bikes on bike commuting and the needs of those bikers. Electric bikes are larger than traditional bikes and take up considerably more room. Also, the ability to charge an e-bike within the bike cage should also be considered.</p>

I think that roads without pot holes is a more basic necessity prior to bicycle parking. I understand that bicycle traffic could reduce road wear, however, due to Spokane's winter weather, bicycling is often seasonal. Our busses require adequate roads. Let's stick to the basics before spending money on bike storage.

I think bicycle parking locations in Dwelling Units could cause disruption and force tenants to shun others for muddying up the dwelling units with their bikes. Maybe lower it to 25% and then I would be fine with the change. But 10 could cause some day-to-day problems. Also, I do not know enough about bicycles to talk on Standard 4. Other than this, I think this is a great idea! Especially with the rise of free, electric bicycles, this will allow electric bicycles off the streets and into nice parking spaces.

I think as long as what you have is secure, any effort is better than none. I've had 5 bikes stolen since moving back to Spokane- all were locked and within view of many windows and open businesses. Spokane needs to keep up with how quickly thieves are moving to break locks and follow-up on the obvious chop shops going on around downtown. I can't tell you how many times I've seen someone selling bikes on the corner that they clearly didn't obtain by honest means. I love that Spokane is trying so hard to make the city more pedestrian/biker friendly but even having pretty racks or outdoor rooms won't help if they aren't truly secure. Maybe a coded entry? Badge entry for businesses (so that even former employees can't give codes out)?

I strongly support these recommendations regarding long-term bicycle parking. I do think, though, that business owners and landlords should be required to consistently communicate what the bike parking options are. In other words, there should never be an employee or resident who doesn't know what bike parking is available to them. I've seen employees choose not to ride their bike to work because they are unaware that secure bike parking exists - this is a barrier that cannot exist in a bike friendly city.

I might be misreading the standards, but it looks like they are proposing the outdoor bike racks would be sufficient? That's a problem, given the prevalence of bike theft in this town. "Property owners and businesses located on the same block may establish a grouped bicycle parking area..." Meaning install a standard bike rack? We need a couple of secure downtown bicycle parking garages for cyclists going downtown not to work but to dine of shop.

I love cycling in Spokane and often commute, taking my kids to school. I really appreciate the strides the bicycle planning commission is taking to improve the cycling infrastructure in our city. Thank you.

I like the requirements for horizontal parking - as someone who has a heavy bike and does not want to dead lift it to a rack. Controlled security is also a must - including places to lock your bike WITHIN the locker. This is from someone who had a bike stolen out of a locked storage area because another person let the thief into the cage.

I have an adult tricycle- hard to place and secure, At this point I work from home and use my bike for grocery shopping and close errands. My medical facility has no parking for me.

I greatly appreciate any effort to make the city more cycle friendly. Bike lanes, traffic safety and driver education/tolerance also need to be addressed at some point. Thank you again

I don't have much to say about most of these. To me, the most important is that the bike storage is covered. I think that requiring a separate/locked enclosure could unintentionally make things more complicated because you would have to carry an extra key/card to access storage, which could be a problem for guests, etc
Guidance is great; regulations that impede property development are undesirable.
Good work, keep it up!
For standard 11, possible alternative solutions should be provided
For standard 11, impose a fee for places that do not instal bike racks to penalize loop holes be taken advantage of by businesses not wanting to pay to install bike racks. Encouraging more biking by having protected bike storage is so important to the city of Spokane because it takes cars off the road minimizing traffic collisions and road wear/tear
Finally, now lets do this right for all citizens.
Due to Spokane's weather, you can only bike limited days. We need to address year around solutions.
Developers need to be held responsible for adequate bike AND auto parking. It's out of control.
Covered individual bike parking out of sight is the most desirable
commuter and e-bikes have accessories like lights, panniers, etc. that require more security than locking to a bike rack can provide, which is why the provision of "long term parking" even for relatively short trips is important.
Bikes will get stolen and moved to athol
Bikes can still be stolen from racks or rooms in which any resident has access. Additional security measures which can be applied to individual bikes such as bars should also be made available/usable to prevent this kind of theft.
Bicycles need to be treated like any other vehicle. Licensed. Total lighting. Either a car parking spot with lock up capabilities or an area similar for bikes and charged loads ke a car. We are in an E-Bike era.
Bicycle parking should be encouraged in areas near shopping centers and restaurants to make food more accessible to cyclists.
As a bicycle commuter to work, storing my bike inside the building is a must. It provides the greatest protection from it being stolen.
Are you familiar with the state CTR program. It would answer many of your questions. Check with the county engineer department
All of these requirements are insane. Most people don't even commute by bike accept in the milder months in Spring and Fall. Too snowy in the winter, too hot in the summer. Are you going to require

<p>showers? this is a massive overreach. Have you even studied if more people will actually ride bikes if parking is available? It doesn't seem that parking is the issue keeping people from riding bikes.</p>
<p>AGAIN I CALL BS. YOU ARE OVER REACHING THE NEED FOR COMPELING OTHERS TO CONFORM TO A VERY MINOR PERCENT OF THE POPULATION USING BIKES. IT IS A DOWNTOWN ISSUE AND SHOULD NOT CONCERN THE VAST MAJORITY OF THE COUNTY. ONLY THOSE THAT OWN THE PROPERTIES SHOULD HAVE A SAY IN ANY SUCH PROGRAM. IF YOU ARE A RENTER YOU HAVE NO RIGHTS IN THIS TYPE OF ISSUE. IF YOU DISAGREE THEN YOU SHOULD USE YOUR OWN FUNDING NOT TAX PAYER FUNDS TO ROLL OUT A PROGRAM. STOP WASTING OUR TIME AND MONEY. NEITHER ARE YOURS.</p>
<p>Adding this requirement to building codes or city projects only adds cost to buildings. The city shouldn't be in the business of adding cost to buildings unless it impacts the safety of said buildings. This is an ineffiecient and ineffective way to encourage bike use.</p>
<p>Add more protected bike lanes but get rid of the death by ride turn where you make a bike rider to dart out into traffic while avoiding a car from hitting them while making a right turn.</p>
<p>Access to bike parking at Sacred Heart requires coming up over a curb, the racks are so close together it can be difficult to get in and out, and in the summer it is hard to find an opening to put the bike.</p>
<p>A locked space is the key. Bicycle lockers are best.</p>
<p>3. Planning for an increased number of e-bikes with horizontal parking would be very wise. Is 25% enough? 8. This applies to 8 or any other mention of a 'secure room', doors should have something like a Interlocking Astragal Offset Bar in place to prevent theft. I had my bike stolen from a 'secure room' in my former building, that was locked and FOB secured, it however did not have an Interlocking Astragal Offset Bar. My current building has one installed on the bike room (and all exterior doors) and there haven't been any bike thefts in my current building. 9. I understand the need to be reasonable but 300ft is quite far and my present safety and accessibility concerns. 10. I think that developers could slap a bike hanger in you closet and satisfy this requirement and then you wouldn't be able to use the closet as a pantry, etc. It should be dedicated. And not more expensive. 11. The keyword is reasonable, it must be enforced and we should not cave to cheap developers.</p>
<p>3. Expecting developers to accommodate every type of bike (section 2) is unreasonable. 9. Collaboration in some cases might work, but who pays for it, maintains it, and pays taxes on the new structure? This seems like a headache. 11. Why give selective developers option for out. Either go all in or none.</p>
<p>25% of total parking space is insufficient for people who can't lift their bike into a vertical space or have cargo/tandem/long-tailed bikes</p>
<p>20 and 40 foot shipping containers should not be entertained. They are dark, moldy, and lack necessary visibility. 1 three wheeler, a quad pedaled ADA vehicle, or a new human resident can ruin shipping container bike parking for a whole building of cyclists.</p>
<p>You need to stop bike thieves from stealing bikes. No one will want to leave their bike if it's not there when they get back. I have had bikes stolen when locked to a secure rack, under a security camera, had clear footage of the thief, and was told by officers that it would not be investigated. Leaving a</p>

bike unattended for even a few minutes is a flip of a coin if it will be there, in one piece, when you get back. I've been commuting by bicycle every day for over 30yrs and it's not as safe as it was in years past. There are other issues that need addressed before you worry about parking.

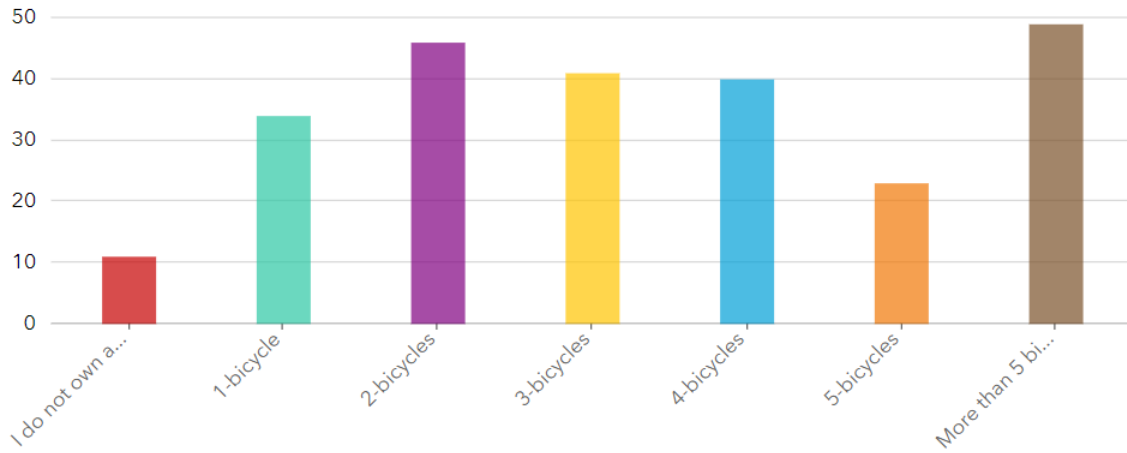
Quit focusing on a small fraction of people! Fix the big issues first
NOT INTERESTED AT ALL. A SIMILAR THOUGHT FOR THE VAST MAJORITY. RIDE YOUR BIKES ON THE TRAIL SYSTEM NOT ON THE STREETS.
No interest
little accommodation for adult tricycle style.
Keep laws out of this!!!
It's my responsibility to find my own "safe parking."
It is dwindling. After having 4 bikes stolen in 1.5 years by the sub par citizens that the liberal pukers in this state love, I am considering buying a 3rd car instead.
If I didn't have room for my bike, I wouldn't own one. I am 57, female and love riding my bike. But I do not expect to put my bike problem on someone else. No no no!
I would ride my bike more often if it were more accessible to park at work
I used to park my bike at my place of work during my shift, but stopped due to lifestyle changes. I would like to do so again.
I remote work now so my home/work bike parking are the same, in my secure garage. When I worked in office, options were a) a closet, b) an empty cubicle, and c) eventually a dedicated, secured bike storage area.
I park my bike in my house
I park at home. I'm retired, so my bicycle parking mostly is at public places downtown.
I have kids, so improved bike paths and bicycle infrastructure would encourage me to ride my bike more since I need to consider transportation with my kids schedule as well.
I have a garage. Dont commute by bike.
I don't commute via bike
I don't ride a bike for transportation
I do not utilize a bicycle
I do not ride my bike to work
I DO NOT RIDE A BIKE
I currently park my bike on my balcony (within my unit).
I am homeowner. I need better, more secure parking at businesses that I frequent.
I am a retired home-owner now, but while I was working, availability of long-term parking at work was the primary consideration for riding to work, rather than driving. the deciding

Don't bike need better public transportation.
Currently park my bike behind my place of employment (elementary school) because no rack on grounds that fit my bike. Park it behind school by businesses on a bike/art structure on Perry street. Exposed to elements,...
Currently locked inside residence or locked garage
Concerned citizen
You did not really give enough space above for a complete answer.
With better parking options I would choose to ride to work more often
We currently bring our bikes up through the elevator and into our office space. We do not really have space and would really benefit from alternative bike parking.
The emphasis on bicycle commuting in this survey is driving me nuts. I want to ride downtown to shop or dine, but I don't because there is no where safe to park my bike.
See previous comment
See above?
Our building has no bicycle parking.
In my garage
If parking was better I would bring my bike down town more.
If I want to ride, it's my responsibility to keep bikes safe, not some other person, entity or state.
I'm retired and live at residential home.
I'm disappointed that so far no mention has been made of bicycle parking in public areas.
I store my bike in a garage at my residence and in my office space at work.
I like to shop by bike and go out by bike, but often can't do so because there's no parking I trust.
I keep my bicycle inside at my residence (house)
I don't use a bicycle
I am not currently in a position to bike to bike to work, nor store my bike at an apartment. I do support interests in making biking more accessible and safer.
I am a retired home-owner now, but while I was working, availability of long-term parking at work was the primary consideration for riding to work, rather than driving.
Don't bike need better public transportation.
Described above

Concerns while visiting downtown and leaving the bike unattended
Cannot afford to park car downtown so I have to commute
Biking is recreational and an individuals issue to figure out storage!
As I look for apartments and houses, I do not see options for bikes outside of a garage. It would be nice to have options to securly store bikes.

● How many bicycles does your household own? *

Column Bar Pie Map



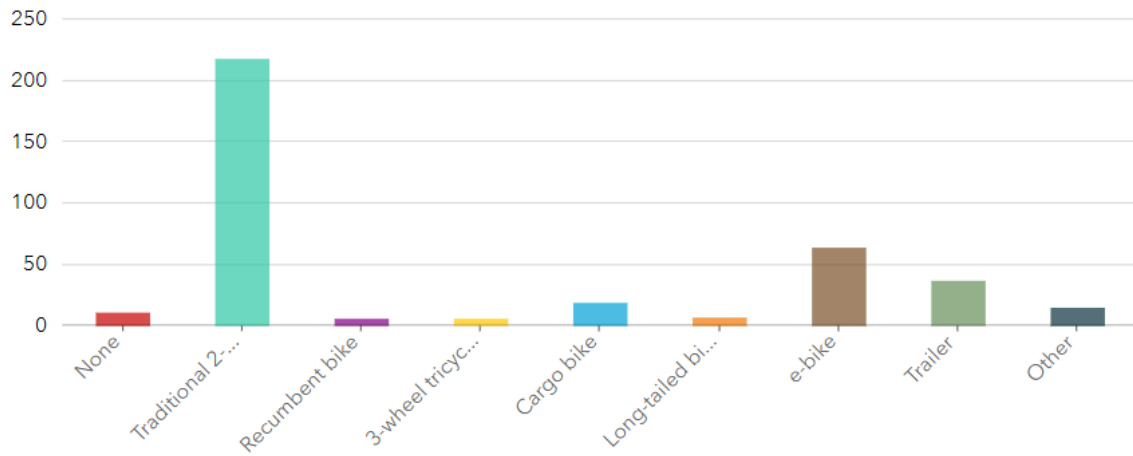
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Empty categories [↑↓ Sort](#)

Answers	Count	Percentage
I do not own a bicycle	11	4.51%
1-bicycle	34	13.93%
2-bicycles	46	18.85%
3-bicycles	41	16.8%
4-bicycles	40	16.39%
5-bicycles	23	9.43%
More than 5 bicycles	49	20.08%

● What types of bicycle(s) do you own? *

Column Bar



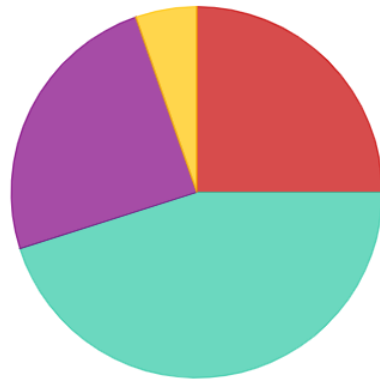
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Empty categories [↑↓ Sort](#)

Answers	Count	Percentage
None	11	4.51%
Traditional 2-wheeled bike	218	89.34%
Recumbent bike	6	2.46%
3-wheel tricycle	6	2.46%
Cargo bike	19	7.79%
Long-tailed bike	7	2.87%
e-bike	64	26.23%
Trailer	37	15.16%
Other	15	6.15%

● How would you describe your current bicycle use? *

Column Bar Pie Map




- Strong and Fearless - I ride in any condition
- Enthused and Confident - I enjoy riding in good weather, on low-speed streets
- Interested but Concerned - I would consider riding if there were safe places to ride
- No way, no how - Bicycling is not an option I would ever consider

[Hide table](#)

Empty categories Sort

Answers	Count	Percentage
Strong and Fearless - I ride in any condition	61	25%
Enthused and Confident - I enjoy riding in good weather, on low-speed streets	110	45.08%
Interested but Concerned - I would consider riding if there were safe places to ride	60	24.59%
No way, no how - Bicycling is not an option I would ever consider	13	5.33%

● Before you go, if there is anything else you'd like to tell us please comment below.

Word cloud 



Response
<p>Your proposed rule #11 was wrong too .. No person (the bicyclist) should have to submit a request seeking permission from another person (the Planning Director) with the hopes that they may be granted special permission to continue parking their bicycle in their apartment without a fixed bicycle rack or designated bike storage closet. Spokane's control-freak law-makers are abusing their authority to even suggest an SMC that declares that only 50% of an apartment building's residents can continue to park their bicycle in their unit. Most restaurants in Spokane don't have bike racks or even a designated place to lock a bike to. A bicycling customer has to find a large tree to lock their bike to. That's where the bicycle problem is in Spokane. Now the City wants to update the 'codes' to mandate that only 50% of the residents in my apartment building get to be the lucky ones to continue to park their bicycle in their unit? .. *Lose the bike or be evicted to homeless* ??</p>
<p>YOUR BIKERS DO NOT SHARE THE ROAD AND ARE A HASZARD TO THE PUBLIC TRAFFIC FLOW ALMOST EVERY DAY. WITH PUBLIC TRANSPERTATION THERE IS NO NEED FOR BIKES. THAT IS HOW YOUR BUS SYSTEM IS PUSHING THEIR EXPANSION.</p>
<p>Would these parking requirements also apply to a place like an STA Park and Ride?</p>
<p>Why don't all neighborhoods have a bike path</p>
<p>WHNC and residents of West Hills have been very excited about the Susie Stephens trail that has been proposed and funded back in 2022. I'm most pleased to see here in Spokane the various levels of paths, lanes, and trails for cyclists over the years, as I've enjoyed the safety aspects of both Urban Commuting throughout various bike lanes, in addition to cycling greater distances for overall mental health and fitness. The level of property crimes, theft, and vandalism has grown dramatically, particularly for bicycles, so the more security in bike storage, the better, including security measures such as cameras are most important, even with placement for bike racks in front of business or condos. Best Regards William Hagy WHNC•Chair</p>

<p>WHAT IS THE PLAN FOR RECUMBANT BICYCLES AND TRICYCLES? WILL THERE BE CONSIDERATION FOR CHARGING STATIONS FOR E-BIKES? SHOULD THE CHARGING STATIONS BE LOCATED IN A SECURE OUTDOORS OR MECHANICALLY VENTILATED LOCATION DUE TO POSSIBLE FIRE AND ASSOCIATED TOXIC GASES HAZARD? FIRE SPRINKLERS, DETECTORS, SECURITY SYSTEMS?</p>
<p>We sold our bikes because we no longer feel safe in Spokane . The Centennial Trail and downtown Spokane are danger zones.</p>
<p>We need more basic bicycle racks all around the city. There is often no bike rack anywhere near where you need to go, so you end up locking your bike to a street sign.</p>
<p>This is great! Thanks for doing the work to bring these guidelines into being.</p>
<p>This is great you are looking at bike parking. We ride around 1,000 miles per year. We have had issues with homeless people downtown especially at riverfront park, trying to steal our bikes.</p>
<p>This is also important in the lower density areas as well. I'd highly consider developing similar standards around schools as well.</p>
<p>This city is a complete joke. You don't care about our input here.</p>
<p>There's too much gravel in the bike lanes. It's a slip hazard. I don't worry about falling as much as I worry about falling a foot away from traffic. Also a truck switched from one side of the street to the other to play "chicken" with me two weeks ago. Not a first.</p>
<p>There are some nice bike riding options in town. however, many parts of town do not have good or safe bike riding conditions on the streets. Many streets in town are narrow and do not provide room for a bike. We need more bike lanes or paths to make a bicycle an option for the city.</p>
<p>The largest deterrent to bicycling in Spokane is theft. Dedicated, separated bike lanes are great but right now there is nowhere safe to lock up my bike in all of downtown. We need bike cages or secured garages.</p>
<p>The city should work on making protected bike lanes in more heavily trafficked areas. Adding more bike parking will only be utilized if there's safe bicycle infrastructure for cyclists to commute with.</p>
<p>The City of Spokane has neglected a core ingredient in encouraging bicycle commuting: how to get across the Spokane River in the vicinity of downtown. Think about it, what are the options? The Post Street bridge is closed and there are no bike lanes on Monroe, Maple, or Washington/Stevens bridges. Don't tell me 'just ride on the sidewalk,' that's not safe for actual pedestrians. Don't tell me 'just ride through Riverfront Park,' it's often mobbed with pedestrians in full-random mode. Also, the ridiculous interruption of the bike lane with a 1-foot-high concrete barrier in front of the Chase building on Main Ave is idiotic. It routes bike traffic right up onto the sidewalk, where it's not even legal to ride a bike due to the hazard of colliding with a pedestrian in downtown. Are you trying to get people hurt? The straight-through bike lane that used to be there was fine.</p>
<p>The bike infrastructure here is terribly designed and terribly maintained. Motorists also are free to harass and endanger cyclists with no repercussions. Until this is addressed, cycling will not be popular here.</p>

Thanks for working on this project
Thanks for looking for input on this matter!
Thank you so much for working on parking in Spokane. Fear of my bike getting stolen or tampered with prevents me from spending much time downtown
Thank you for working to integrate bikes into our community better. Spokane is so small, that if we had good bike infrastructure and good incentives, we could possibly drastically reduce the amount of cars on the road, pollution in the air, traffic, and danger for pedestrians. It just makes sense here. Thanks so much. I'm very interested in the future of bike infrastructure here, and would like to help make it an accessible reality. Thank you for trying to do this as well!
Thank you for improving bicycle riding in Spokane!
Thank you for doing this.
Thank you for codifying rack type and spacing! There are some terrible racks out there.
Stop adding building costs. Building codes need to be curtailed and cut back to the strictly essential to increase availability and affordability of housing.
Standards? It seems the horse is behind the cart concerning standards. A - 2" rail spaced 12" from wall and about 36" from ground to secure bicycles to, in addition to rack standard. Add racks as demand increases by allowing for sufficient sq footage in design. Request feedback from cyclists to when more parking is required.
Spokane streets are terrible. Potholes and uneven surfaces discourage me from commuting by bike.
Spokane needs secure public bike parking downtown! Development standards won't help all the existing buildings that have no secure bike parking
Spokane needs more protected bike lanes and secured bike parking garages. Every paid car parking lot downtown needs to have a secured covered bike parking structure.
Spokane needs dedicated bike lanes. It's the wild, wild west out there. Some traffic law enforcement (speeding, turn signals, dangerous driving, etc.) AND ticketing for violations of bike lane areas (it's hard to bike a block or two without running into a vehicle parked or waiting there) might go a long way to helping make biking a safer, viable method of transportation. Dedicated multi-use trails connecting major hub areas of town would be a wonderful option!
Put the survey out again after all the talking is done. Show a working model for cyclists to try for themselves. Good Luck.
Prosecute bike thieves! Bikes have gotten incredibly expensive, and losing one to theft can be as financially damaging as losing a car to theft, especially since insurance often denies coverage for theft in high crime areas like Spokane, even if it was locked.
Prior to living in Spokane I biked 75% of my work commutes. Since moving to Spokane I bike 0%. The bike lanes are not adequate nor are they protective of bikers. Many times new bike lanes have been

<p>added right into existing car lanes which seems more of a 'gesture' than an actually usable lane. I attempted to bike to work and around town when I first moved here but found the conditions/environment too dangerous. Having adequate places to park bikes is important but these spaces will go unused if the actual conditions of biking in Spokane are not improved.</p>
<p>Please study barriers to riding. I would commute more, for example if there was a bike lane continuously from Liberty Lake to Downtown on Sprague. I hate that the Centennial Trail takes you on busy roads out in the Argonne District. You all are completely missing the mark. The massive bike lane on Riverside is completely unnecessary as it doesn't connect to anything and is completely worthless for 6 months out of the year. Plans like these should be in areas of the country with more seasonal weather that would actually allow year round cycling. Not here.</p>
<p>Please make cycle tracks, not bike lanes. Cars park in the bike lanes and render them useless</p>
<p>Please don't make a law that increases rent or costs on people who don't bicycle!!!!</p>
<p>Please continue your work.</p>
<p>Please complete trail networks so we can use bike parking. I would love to discuss the values of installing bike pullouts.</p>
<p>Please advocate for secure long term bike parking in apartments!!</p>
<p>Nothing I would like to say.</p>
<p>Not sure how you expect landlords/businesses to pay for this. Also, a very small portion of the population bikes. I'm not sure all this bike friendly stuff (like restricting vehicle lanes to accommodate bike lanes) is really worth it for the number who ride. Mind you, I ride to work around 3x per week in decent weather.</p>
<p>Not at this time</p>
<p>No bicycle parking/racks on sidewalk</p>
<p>My work offered an outdoor vertical caged in storage for bicycles in the parking lot. In the 5 years I worked at the County Public Works Building, no one ever used it. There is too great of a concern for bikes to get stolen. There is no cover on the existing cage. I chose to store my bike in my work space instead. I prefer commuting on the Centennial Trail or Kendall Yards whenever possible, even if it means I have to bike further. If I am on the trail and away from car traffic, I feel safer. The addition of bike lanes running N-S and connecting to the Centennial Trail would increase the safety of bicycle commuters.</p>
<p>More protected bike lanes! This is all worthless if the best bike lanes we have it just a stripe of white paint.</p>
<p>More incentives should be provided to builders and property owners at construction phase to reduce vehicle parking spaces with bicycle parking spaces; but employers with long term bicycle parking spaces should also have on-site shower, lockers, or changing rooms for employees who bike to work.</p>

<p>More Dedicated Bike Lanes and bike infrastructure! Traffic has continued to get so much worse, and area drivers are angry and some dangerous. The more bikes being used and safer the bike commute can be, the less traffic.</p>
<p>More bike racks outside businesses in Spokane, please!</p>
<p>Longer term bike storage or lockers needed in downtown leisure and park locations.</p>
<p>It would be great to have a safe place to park bicycles in downtown Spokane. It would be much more convenient if you didn't have to worry about your bike while enjoying many of the great activities downtown has to offer.</p>
<p>It would be great to have a map or app of where to lock up a bike downtown. Sometimes it is hard to find places to lock a bike and if you are crunched for time it makes things worse. Some areas are very visible like the racks in Perry but other can be hard to find like Lincoln Heights shopping map only had them in front of Trader Joes.</p>
<p>It is fantastic that you are hoping to encourage biking! Thank you for your efforts.</p>
<p>If you want to improve bicycle commuting rates, you should also have new office buildings include shower and changing facilities. A lot of people don't ride to work because they'll get sweaty and stinky and they can't stay that way and maintain a professional standard. You also need more dedicated bike infrastructure on the roads, and more law enforcement taking care of wreckless drivers. I have been hit while legally riding my bike to work, and the drivers have only gotten (markedly) worse since then. You also need to keep bike lanes clear, including of snow, road debris, and construction signs.</p>
<p>If you can't go the speed limit, you shouldn't be in the road.</p>
<p>If the city of Spokane really wants to encourage bicycle commuting, there needs to be special attention made to road conditions and maintenance of bike lanes. Bike lanes are consistently covered in gravel and other debris, making accelerating and stopping more hazardous. Bike lanes are never plowed and are consistently covered in snow and ice in the winter. There also needs to be a way to trigger a green light for a bicyclist to more easily navigate intersections.</p>
<p>I'm glad to see the city doing more for people on bikes. More must be done! Safe and secure parking is a great step, but to get more people commuting and recreating by the healthiest, safest and most efficient mode of transportation we need protected bike lanes, e-bike incentives and strong support from elected officials. Keep it up!</p>
<p>I'd love to see more parking spaces in Spokane be dedicated to bike parking - potentially even bike lockers in parking spaces. It would be great to see how many people might start biking if there were secure areas to park bikes!</p>
<p>I would recommend regular spot awareness tutorials on the local TV or social media news throughout the better/bike riding weather explaining TO CAR DRIVERS (1) that bike riders cannot ride in the basically POORLY-maintained-by-the-city street GUTTERS, that bike riders need at least 1/2 to 2/3 of a driving lane to be able to ride safely, (2) that honking at a biker could actually cause an accident, (3) when entering an arterial from a side street, a driver should check carefully for bikers approaching in a straight line, who are hard to see coming toward the driver, approaching in a straight line mostly</p>

<p>from the left of the driver. I usually wave to draw attention to my approach, (4) and not to underestimate the speed of a biker. Thank you.</p>
<p>I think the 300 feet rule should include not having to cross the street. It should have to be on the same block</p>
<p>I really appreciate the city's interest in making Spokane more bike friendly. I think this is a very good first step and I hope you consider our feedback. Especially related to security. Interlocking Astragal Offset Bars are essential. If you develop these regulations and incentivize biking and make it a more practical method of transportation people will use it and we can lead the region in safe, bike and pedestrian friendly streets. Thank you!</p>
<p>I LOVE biking as a way to stay fit and positively impact the environment. HOWEVER, my main concerns with biking (in place of driving) are the fear of being hit by a vehicle while in the bike lane, and the fear of having my bike stolen. TWICE I have had my bike stolen, when locked up on a bike rack within feet of my apartment/home door. (One bike was stolen from an apartment complex, the other from a rental home). Both times I was using a designated bike rack and it was locked. At work, if I can't store it somewhere where I can see it, I don't feel safe parking it there.</p>
<p>I know this is about bike parking but protected bike lanes would really improve and encourage more people to commute by bike.</p>
<p>I just want to re-emphasize that increasing the amount of safe bike lanes and routes that can efficiently connect housing areas to centers of employment for bikers should be a higher concern than raising the standards of bike parking.</p>
<p>I have some concern about requiring bike storage on residential units (esp. rentals, apartments, new construction). Most rentals can accommodate a bicycle within the living space and requirements will only drive up the cost to develop/remodel and that will increase costs/rents.</p>
<p>I have been waiting for this conversation! I am fortunate to have a great bike parking situation at work with secured, covered parking in a locked room in the parking garage but using my bike for errands on a regular basis is challenging because of the lack of secure parking to go to dine out or for shopping. These parking solutions would greatly help in being able to put the car away for most of the bike riding season (late March- mid October, for me).</p>
<p>I have been a bike commuter for 30+years. I've seen Spokane gain more acceptance of bike commuting and enjoy using bike lanes. However, now the issue has changed. I've had bikes stolen from outdoor racks(even with high quality locks) and I've been accosted by homeless people when riding through downtown on my way to work. I actually carry pepper spray on my bike now because of several frightening episodes with homeless people.</p>
<p>I am more concerned about parking my bike at locations I visit (Gym, stores, etc) and parking it on the street. I have had my bike stolen from downtown and it had a lock.</p>
<p>I am just so thrilled this is being talked about and planned. I know more residents in my neighborhood of West Central specifically that bike over driving. A community bike shop where there are tools and</p>

<p>manuals for doing maintenance would be huge for our community; bike part swap meets, free workshops on maintenance, helmet-fitting, etc.</p>
<p>I am encouraged to see this survey. If you build it, they will come. Spokane and Spokane Valley is desperately in need of infrastructure for alternative forms of transportation besides your standard automobile based system. Along with better public transit like buses, and hopefully some day rail or streetcars, supporting a growing population of biking commuters is a great step and I thoroughly encourage more work to be done to achieve these goals. Thanks!</p>
<p>God Heavens what's next. Showers? I do have to clean up some when I get to work but I can handle that myself too... I don't work down town. Minihaha area is where I live. Commute to the old playfair area 2.5 miles. I don't even use the bike lanes that are already in place.</p>
<p>Go communism.</p>
<p>expand parking racks In downtown with high visibility to deter bike thieves; 2-3 basic racks per city blocks especially from Sprague down to Spokane Falls Blvd, Monroe to Division st.</p>
<p>E-trike is my choice of transportation or the bus when daylight hours are short. I choose not to own a vehicle.</p>
<p>Especially for apartment storage, consider larger/heavier mountain bikes in addition to road-going bicycles.</p>
<p>E-bikes are a hugely growing form of active transportation. Please conduct a survey to obtain insight on local usage and if necessary begin tailoring bicycle facilities for e-bike usage also. Previous considerations for bike routes, such as hills become no problem on a commute with an e-bike.</p>
<p>easy money for drugs for the homeless</p>
<p>Country homes is terrible to bike on. There should be a separate bike road that runs along it but is physically separated from the car road.</p>
<p>City streets are suitable for bicycle riding. Creating burdensome laws for business/building owners in a city where residents also need a vehicle for transportation due to inclement weather is counter productive. Any measures like this should go to a vote of the public before implementation.</p>
<p>Both safety on streets through downtown and safe parking at work/school are concerns limiting my family from riding daily. With solutions to those issues, we'd be more frequent cyclists. I used to be, but long term parking at my place of work and safety taking a child on the back of my bike deterred interest.</p>
<p>bike parking is great , but safe separate bicycle lanes would be most important to me. Much like Vancouver BC has for bikes.</p>
<p>Bike parking is critical, not just as condos/apartments and corporate offices but also at retail shops including restaurants, grocery stores, clothing stores, etc. It's frustrating to ride my bike to places downtown but then have no secure space to park/lock them. Also, we need more protected bike</p>

infrastructure to get from point A to point B. Our car centric planning is bad for our city and citizens. Thanks for all you do to push Spokane forward to becoming a better bike city.

Bicycle planning in Spokane is frustrating. We are finally getting some bike lanes but they are dangerous ones. We want to encourage bicycle use but there is nowhere safe to park your bike and the police have zero interest in preventing or prosecuting bicycle theft. Now we have a survey that assumes every respondent is a bicycle commuter. I want to ride to Aunties and buy a book and find my bicycle still there when I come out.

Better bike routes connecting Spokane to the valley would be great! If the centennial trail pathway could be connected that would be super helpful, or if the apple way trail could connect to ben burr? It's the treacherous car filled patches between that discourage my biking commute.

Am very much looking forward to being able to get more cars off the roads.

Also need individual bike Parking at events such as Gonzaga since you cannot bring backpacks into the venue you need to park your bike and leave your helmet and gear outside in a protected covered and hopefully unseen situation as to not have it stolen

EXHIBIT C



NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(s): Bicycle Parking Code Update (non-project)

PROPONENT: City of Spokane

DESCRIPTION OF PROPOSAL: This proposal will amend Spokane Municipal Code (SMC): Sections 17C.230.110 and 17C.230.200. The proposed update to section 17C.230.110 revises the vehicle substitution provisions to allow up to twenty-five percent of vehicle parking to be substituted by bicycle parking. The proposed update to section 17C.230.200 revises the bicycle parking code to require short-term and long-term bicycle parking throughout the city. The exact amendments to the code will be available online at the following address: <https://my.spokanecity.org/projects/bicycle-parking-code-update/>.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: This proposal has a City-wide impact

LEAD AGENCY: City of Spokane

DETERMINATION:

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW [43.21C.030\(2\)\(c\)](#). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

- There is no comment period for this DNS.
- This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). **Comments regarding this DNS must be submitted no later than 4:00 p.m. on March 22, 2023 if they are intended to alter the DNS.**

Responsible Official: Spencer Gardner **Position/Title:** Director, Planning Services

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201 **Phone:** 509-625-6097

Date Issued: March 2, 2023 **Signature:** 

APPEAL OF THIS DETERMINATION

After a determination has become final, appeal may be made to:

Responsible Official: City of Spokane Hearing Examiner

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Email: hearingexaminer@spokanecity.org **Phone:** 509-625-6010



Deadline: 21 days from the date of the signed DNS
12:00 p.m. on March 23, 2023

The appeal must be on forms provided by the Responsible Official and make specific factual objections. Appeals must be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

SEPA City Nonproject DNS Bicycle Parking Code Update

Final Audit Report

2023-03-02

Created:	2023-03-01
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8dbFBGmH9O-kAiqjkw2QHR1W8sva_uxy

"SEPA City Nonproject DNS Bicycle Parking Code Update" History

-  Document created by Jackie Churchill (jchurchill@spokanecity.org)
2023-03-01 - 10:30:05 PM GMT - IP address: 198.1.39.252
-  Document emailed to sgardner@spokanecity.org for signature
2023-03-01 - 10:30:58 PM GMT
-  Email viewed by sgardner@spokanecity.org
2023-03-02 - 1:42:33 AM GMT - IP address: 198.1.39.252
-  Signer sgardner@spokanecity.org entered name at signing as Spencer Gardner
2023-03-02 - 1:42:53 AM GMT - IP address: 198.1.39.252
-  Document e-signed by Spencer Gardner (sgardner@spokanecity.org)
Signature Date: 2023-03-02 - 1:42:55 AM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2023-03-02 - 1:42:55 AM GMT

EXHIBIT D

From: [James Bond](#)
To: [Kimbrell, Tyler](#)
Subject: Bike thieves???
Date: Tuesday, February 7, 2023 11:15:22 PM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

What good is putting up bike locks if no one will pursue bike thieves and put them in jail? My friends bike was stolen right outside of a city council meeting is that okay with you guys?

[Sent from Yahoo Mail on Android](#)

From: [Jim Frank](#)
To: [Kimbrell, Tyler](#)
Subject: Re: City of Spokane- Bicycle Parking Code Update Public Advisory Committee Meeting #1
Date: Tuesday, January 10, 2023 12:14:34 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Thanks for the opportunity to participate in the bicycle parking advisory committee meeting. I'm a big supporter of increased pedestrian and bicycle mobility. We have tried very hard to build pedestrian and bike infrastructure into our projects and we have seen the benefits that come from providing good sidewalks, bike lanes and separated pedestrian/bike trails. What your code classifies as "short term" bike parking is very important. Far and away more important than what the proposed code terms "long term" bike parking.

The short term parking that has been outlined in the tables seem reasonable to me, The real problem is that the sidewalks in the city are so deficient in most places that placing the parking in the public ROW (which is where it is best located) will be very challenging. The city needs to take more responsibility in the design and reconstruction of roads to be sure that not only is there space for bike racks but that they are installed as part of the road construction, particularly in center and corridor locations and business districts. Bike parking should be as much a part of the road design as are street trees and sidewalks. It is essentially part of a "complete street" design. The code places a lot of responsibility on private property owners with little attention to the responsibility of the city. When we design roads, Summit Parkway for example, bike and pedestrian infrastructure (including bike parking) are built into the road design.

I would like to comment further about "long term" parking. In my experience, long term bike parking is by far the least important factor in developing a vibrant bike culture in a community. I think the requirement for a minimum of one covered long term bike parking space for every building, business or land use over 1000 square feet is a very burdensome requirement that provides little if any benefit. The vast majority of homeowners and renters, those that are potentially bike commuters, store their bike in their homes or garages. Requiring group storage of bikes in rental communities, businesses or institutions has generally failed everywhere it has been attempted. Our own experience in building such facilities in both Kendall yards and Liberty Lake is that they are almost never used. The usage has been so low we have converted those spaces to other uses. The value of the bikes is too high and very few will risk leaving bikes where others have access. I strongly recommend that the long term parking requirement be removed from the code. It places a very disproportionate responsibility on small business owners and will provide very little if any benefit. The way the code is currently drafted 100 small retail businesses would be required to have one covered long term space each while a large 100,000 square foot office building would only require 5 spaces. In Washington less than 1% of commuters use a bike. [bike-commuting-united-states](#) Long term bike storage is not a significant barrier to bike commuting, the lack of safe bike routes and infrastructure is.

On residential use the long term bike parking standards are equally problematic. Over 70 percent of households live in a house that they either own or rent. The large majority of the balance live in larger apartment complexes that nearly all have a significant number of units

with garages. Apartment residents will only store the bikes in either the garage or in their unit if they don't have a garage.

Thanks again for the opportunity to participate and comment.

Jim

On Sat, Jan 7, 2023 at 6:39 AM Kimbrell, Tyler <tkimbrell@spokanecity.org> wrote:

Hi All,

Please find the updated agenda with the Teams meeting link for next week's Bicycle Parking Code Update meeting.

See you next week,



Tyler Kimbrell | City of Spokane | Planner II | Planning Services

509.625-6377 | tkimbrell@spokanecity.org | spokanecity.org



This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: [Kimbrell, Tyler](#)
To: [MELVIN NEIL](#)
Cc: [Quinn-Hurst, Colin](#)
Subject: RE: code
Date: Monday, February 6, 2023 7:11:00 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Hi Melvin,

Thanks for your feedback! We currently allow 10% of vehicle parking to be substituted with bike parking. Of course, the substitution is optional and is meant to provide flexibility for developments that just can't quite squeeze in more vehicle parking spaces.

If you have other suggestions/ comments please don't hesitate to reach out.

Kind regards,



Tyler Kimbrell | City of Spokane | Planner II | Planning Services

509.625-6377 | tkimbrell@spokanecity.org | spokanecity.org



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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: MELVIN NEIL <mkneil@comcast.net>
Sent: Sunday, February 5, 2023 11:30 AM
To: Kimbrell, Tyler <tkimbrell@spokanecity.org>
Subject: code

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I feel that 25% is way to much space for bike parking. I think you should start with maybe 10% and see if that is to little, and if so then expand to more.
Mel Neil

From: [Kimbrell, Tyler](#)
To: [Comstock NHC Chair](#)
Cc: [Quinn-Hurst, Colin](#)
Subject: RE: SEPA Request for Comment for proposed amendment to the Bicycle Parking Code
Date: Monday, February 6, 2023 7:15:00 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Hi John,

Thanks for your feedback. Is there anything, in particular, you're concerned about? Happy to discuss.

Kind regards,



Tyler Kimbrell | City of Spokane | Planner II | Planning Services

509.625-6377 | tkimbrell@spokanecity.org | spokanecity.org



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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Comstock NHC Chair <comstockneighborhoodcouncil@gmail.com>

Sent: Friday, February 3, 2023 3:44 PM

To: Churchill, Jackie <jchurchill@spokanecity.org>; Kimbrell, Tyler <tkimbrell@spokanecity.org>

Subject: Re: SEPA Request for Comment for proposed amendment to the Bicycle Parking Code

[CAUTION - EXTERNAL EMAIL - Verify Sender]

This is a joke right?

If not, the City has gone truly insane.

John Schram, Comstock

On Fri, Feb 3, 2023 at 3:27 PM Churchill, Jackie <jchurchill@spokanecity.org> wrote:

Good Afternoon,

The City of Spokane is proposing an update to the Bicycle Parking Code amending Spokane Municipal Code (SMC): Sections 17C.230.110 and 17C.230.200. The proposed update to section 17C.230.110 revises the vehicle substitution provisions to allow up to twenty-five percent of vehicle parking to be substituted by bicycle parking. The proposed update to

section 17C.230.200 revises the bicycle parking code to require short-term and long-term bicycle parking throughout the city. The exact amendments to the code will be available online at the following address: <https://my.spokanecity.org/projects/bicycle-parking-code-update/>.

Please direct any questions or comments to Tyler Kimbrell, at tkimbrell@spokanecity.org

Thank you,
Jackie



Jackie Churchill | Planning & Economic Development Services | Clerk III
509.625.6986 | fax 509.625.6013 | jchurchill@spokanecity.org



EXHIBIT E



STREET DEPARTMENT
901 N. NELSON ST.
SPOKANE, WASHINGTON
99202-3769
509.232.8800
FAX 509.232.8830

DATE: February 13th, 2023
TO: Tyler Kimbrell, Planning & Development
FROM: Bobby Halbig, Street Department
SUBJECT: Plan Review
PROJECT #: **SEPA request for comment for proposed amendment to the Bicycle Parking Code**

We have reviewed the design plans and have the following comment(s).

General

- 1 Planning needs to re-review the history of Palouse Trails Apartments.
- 2 Parked bicycles shall not block a pedestrian access route and maintain a minimum 4-foot accessible path.

17C.230.110(B)3

- 3 Parking is already an issue within the public ROW, reducing requirements within the code will exacerbate an already volatile issue.

17C.230.200(B)5

- 4 1,000 sq ft needs to be increased to at least 5,000 sq ft, preferably 10,000 sq ft.

Gerald Okihara, P.E.

Marcus Eveland

From: [Kimbrell, Tyler](#)
To: [Halbig, Bobby](#)
Cc: [Okihara, Gerald](#); [Eveland, Marcus](#); [Kells, Patty](#); [Black, Tirrell](#); [Quinn-Hurst, Colin](#); [Gardner, Spencer](#)
Subject: RE: SEPA Request for Comment for proposed amendment to the Bicycle Parking Code
Date: Friday, February 17, 2023 8:37:00 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

Dear Bobby,

Thank you for the comments you submitted to the “SEPA request for comment for proposed amendment to the Bicycle Parking Code.” Below is a response to your comments in the order in which they were submitted.

1. *Planning needs to re-review the history of Palouse Trail Apartments.*

Thank you for the comment. We have reviewed previous emails regarding the issues of car parking on the northern shoulder of the Palouse Highway.

2. *Parked bicycles shall not block a pedestrian access route and maintain a minimum 4-foot accessible path.*

The City Design Standards require a 7-foot sidewalk zone in Commercial and Downtown zones and a 5-foot sidewalk zone in Residential and Industrial zones, this code amendment does not interfere with that standard. Standard plans proposed in tandem with this update show this clear zone requirement.

3. *Parking is already an issue within the public ROW, reducing requirements within the code will exacerbate an already volatile issue.*

The bicycle parking substitution provision is meant to provide an optional means for development to increase the efficiency of developed space for environmental and financial benefits. This provision does not require the reduction of vehicle parking spaces.

4. *1,000 sq ft needs to be increased to at least 5,000 sq ft, preferably 10,000 sq ft.*

Based on discussions with developers as part of a public advisory committee, this provision has been adjusted and increased for most land uses.

Regards,



Tyler Kimbrell | City of Spokane | Planner II | Planning Services

509.625-6377 | tkimbrell@spokanecity.org | spokanecity.org



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This email is subject to Washington State Public Records Act, Chapter 42.56 RCW, and may therefore be subject to public disclosure.

From: Halbig, Bobby <bhalbig@spokanecity.org>
Sent: Monday, February 13, 2023 7:43 AM
To: Kimbrell, Tyler <tkimbrell@spokanecity.org>
Cc: Okihara, Gerald <gokihara@spokanecity.org>; Eveland, Marcus <meveland@spokanecity.org>; Kells, Patty <pkells@spokanecity.org>
Subject: SEPA Request for Comment for proposed amendment to the Bicycle Parking Code

Good morning Tyler,
The Street Department has reviewed the document(s), please find our comments attached.
Best regards,



Bobby Halbig | City of Spokane | Traffic Engineering Specialist I, Traffic Operations
509.232-8846 | fax 509.232.8830 | bhalbig@spokanecity.org | spokanecity.org





Spokane Tribe of Indians
Tribal Historic Preservation Office
P.O. Box 100 Wellpinit WA 99040

February 2, 2023

To: Jackie Churchill, Planner

RE: Bicycle Parking Code

Ms. Churchill,

Thank you for contacting the Tribe's Historic Preservation Office. We appreciate the opportunity to provide a cultural consult for your project, the intent of this process is to preserve and protect all cultural resources whenever protection is feasible.

In response we concur with recommendations made that the city is requesting a bicycle parking code, at this time I have no concern on code change, however if any ground disturbing activity there will be more consultation needed to complete this project.

However, if any artifacts or human remains are found upon inadvertent discovery, this office should be immediately notified and the work in the immediate area cease.

Should additional information become available or scope of work change our assessment may be revised.

Our tribe considers this a positive action that will assist us in protecting our shared heritage.

If question arise, contact my office at (509) 258 – 4222.

Sincerely,

Randy Abrahamson
Tribal Historic Preservation Officer.
Spokane Tribe of Indians

EXHIBIT F

Land Use		BSA Guide - 5% Mode Share Goal in 10 years	BSA Guide - 10% Mode Share Goal in 10 years	BSA Guide - 20% Mode Share Goal in 15 years	APBP Guide - Urban - For 5% Mode Share	Seattle Urban Centers & Station-Area Overlay Zones	Downtown Seattle	Cambridge	Los Angeles	Pittsburgh	Oakland	Portland OR	San Francisco	Vancouver BC	Victoria BC	
Residential																
Single-Family Dwellings Two-Family Dwellings Rectories, parsonages	LT	0 LT	1 LT	2 LT	No LT req.			No LT req. for single-family dwellings, but for townhouses: 1.00 LT / unit for the first 20 units in a building, 1.05 LT / unit for additional units.				No LT req.		Dwelling Units (on lots with 3 units or less): Provide secure, weather protected space meeting dimensions set in Zoning Administrator Bulletin No. 9, one per unit, easily accessible to residents and not otherwise used for automobile parking or other purposes	For a principal dwelling unit with lock-off unit, depending on the neighborhood, a minimum of 1.25 or spaces for each principal dwelling unit and a minimum of 0.75 spaces for each lock-off unit.	
	ST	No ST req.	No ST req.	No ST req.	No ST req.			No ST req. for single-family dwellings, but for townhouses: 0.10 ST / unit on a lot (for lots with 4 or more units).				No ST req.		No ST req.	No ST req.	
Multi-Unit Residential (Cambridge: Townhouse & Multifamily Dwellings)	LT	1.0 LT / unit	1.25 LT / unit	1.5 LT / unit	0.50 LT / bedroom	0.25 LT / unit	0.50 LT / unit	1.0 LT / unit for the first 20 units in a building, 1.05 LT / unit for additional units.	1.0 LT / unit & guest room	0.33 LT / unit for 12 or more units	0.25 LT / unit	1.5 LT / unit in Central City 1.0 LT / unit outside CC	1.0 LT / unit up to 100 units, after which 0.50 LT / unit. For student housing, 1.5 LT / unit up to 100 units, after which 0.75 LT / unit.	Ranges from 0.75 to 2.25 / unit, depending on housing size and neighborhood.	1.0 LT / unit	
	ST	0.20 ST / unit	0.25 ST / unit	0.30 ST / unit	2 ST or 0.10 ST / bedroom	No ST req.		0.10 ST / unit on a lot (for lots with 4 or more units).	2 ST or 0.10 ST / unit		0.05 ST / unit		0.05 ST / unit. For student housing, 0.10 / unit.	Generally, 6 ST for any development with more than 20 units, and in some situations 0.20 ST / unit for smaller developments	6 ST at every entrance	
Elderly oriented congregate housing	LT	0.50 LT / bed	0.75 LT / bed	1.0 LT / bed	0.50 LT / bedroom	0.50 LT / bed		0.50 LT / unit					0.10 ST / bed or unit	2 ST + 0.04 ST / bed or unit		
	ST	0.20 ST / bed	0.25 ST / bed	0.30 ST / bed	2 ST or 0.10 ST / bedroom	No ST req.		0.05 ST / unit					0.04 ST / unit	No ST req.		
Group Living	LT	0.50 LT / bed	0.75 LT / bed	1.0 LT / bed		0.50 LT / bed						2 LT or 0.05 LT / bed	0.25 LT / bed up to 100 beds, after which 0.20 LT / bed			
	ST	0.20 ST / bed	0.25 ST / bed	0.30 ST / bed		No ST req.						No ST req.	0.04 ST / unit.			
Lodging houses, convents, monasteries, dormitories, fraternities, sororities	LT	0.50 LT / bed	0.75 LT / bed	1.0 LT / bed		0.50 LT / bed		0.50 LT / bed				0.125 LT / bed	0.25 LT / bed up to 100 beds, after which 0.20 LT / bed. For student housing, 1.5 LT / bed up to 100 beds, after which 0.75 LT / unit.			
	ST	0.20 ST / bed	0.25 ST / bed	0.30 ST / bed		No ST req.		0.05 ST / bed				No ST req.	0.04 ST / bed. For student housing, 0.08 / bed.			
Hotels, motels, Tourist houses	LT	0.05 LT / rentable room	0.075 LT / rentable room	0.10 LT / rentable room		0.05 LT / rentable room	0.05 LT / hotel room	0.02 LT / sleeping room	2 LT or 0.05 LT / guest room	0-5 employees: 0 6-20 employees: 1 21-80 employees: 2 Over 80: 0.05/employee		2 LT or 0.05 LT / rentable room 2 ST or 0.05 ST / rentable room	0.0333 LT / rentable room	0.0333 LT / dwelling, housekeeping & sleeping unit; No req. for a bed & breakfast.		
	ST	0.05 ST / rentable room, PLUS 0.20 ST / 1,000 sf for conference/meeting rooms	0.10 ST / rentable room, PLUS 0.35 ST / 1,000 sf for conference/meeting rooms	0.20 ST / rentable room, PLUS 0.50 ST / 1,000 sf for conference/meeting rooms		2 ST		0.05 ST / sleeping room	2 ST or 0.05 ST / guest room				2 ST or 0.0333 ST / rentable room, PLUS 0.20 ST / 1,000 sf for conference & meeting space.	6 ST for any development containing a minimum of 75 dwelling, housekeeping or sleeping units, or any combination thereof.		
Vancouver: Communal Care Facilities: Group Residence and Detoxification	LT	Treated as medical center or congregate housing	Treated as medical center or congregate housing	Treated as medical center or congregate housing										0.01 LT / bed		
	ST													No ST req.		
Vancouver-only: Live-Work Units	LT	1 LT / unit	1.5 LT / unit	2 LT / unit										1.25 LT / unit		
	ST	0.50 ST / unit	0.75 ST / unit	1.0 ST / unit										6 ST for any development containing 20 or more units		
Office, Retail, & Restaurants																

General or professional offices	LT	0.50 LT / 1,000 sq.ft	1.0 LT / 1,000 sq.ft	2.0 LT / 1,000 sq.ft	2 LT or 0.15 LT / 1,000 sf	0.50 LT / 1,000 sf	0.20 LT / 1,000 sf	0.30 LT / 1,000 sf 0.06 ST / 1,000 sf	2 LT or 0.10 LT / 1,000 sf	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	0.20 LT / 1,000 sf. For professional offices, 0.125 LT / 1,000 sf in downtown; 0.10 LT / 1,000 sf everywhere else.	2 LT or 0.10 LT / 1,000 sf	0.20 LT / 1,000 sf	0.186 LT / 1,000 sf	0.186 LT / 1,000 sf
	ST	0.10 ST / 1,000 sf	0.25 ST / 1,000 sf	0.50 ST / 1,000 sf	2 ST or 0.05 ST / 1,000 sf	0.083 ST / 1,000 sf			2 ST or 0.20 ST / 1,000 sf		For professional offices, 0.0667 ST / 1,000 sf in downtown; 0.05 ST / 1,000 sf everywhere else.	2 ST or 0.025 ST / 1,000 sf	2 ST for offices over 5,000 sf + 1 additional ST for every 50,000 sf	6 ST for any development containing > 64,582 sf	0.186 ST / 1,000 sf
Arts/crafts studios	LT	0.25 LT / 1,000 sq.ft	0.50 LT / 1,000 sq.ft	1.0 LT / 1,000 sq.ft		0.50 LT / 1,000 sf	0.20 LT / 1,000 sf	0.30 LT / 1,000 sf		1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf		2 LT or 0.10 LT / 1,000 sf	2 LT or 0.20 LT / 1,000 sf	No LT req.	
	ST	0.10 ST / 1,000 sf	0.25 ST / 1,000 sf	0.50 ST / 1,000 sf		0.083 ST / 1,000 sf		0.06 ST / 1,000 sf				2 ST or 0.025 ST / 1,000 sf	2 ST or 0.40 ST / 1,000 sf	No ST req.	
Technical offices, research labs	LT	0.25 LT / 1,000 sq.ft	0.50 LT / 1,000 sq.ft	1.0 LT / 1,000 sq.ft	2 LT or 0.15 LT / 1,000 sf	0.50 LT / 1,000 sf	0.20 LT / 1,000 sf	0.20 LT / 1,000 sf	2 LT or 0.10 LT / 1,000 sf	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	0.10 LT / 1,000 sf	2 LT or 0.10 LT / 1,000 sf	2 LT for > 5,000 sf, or 0.0833 LT / 1,000 sf	0.186 LT / 1,000 sf	0.186 LT / 1,000 sf
	ST	0.10 ST / 1,000 sf	0.25 ST / 1,000 sf	0.50 ST / 1,000 sf	2 ST or 0.05 ST / 1,000 sf	0.025 ST / 1,000 sf		0.06 ST / 1,000 sf	2 ST or 0.10 LT / 1,000 sf		0.20 ST / 1,000 sf	2 ST or 0.025 ST / 1,000 sf	2 ST; 4 ST for > 50,000 sf	6 ST for > 64,582 sf	0.186 ST / 1,000 sf
Banks, financial offices (ground floor)	LT	0.25 LT / 1,000 sq.ft	0.50 LT / 1,000 sq.ft	1.0 LT / 1,000 sq.ft	2 LT or 0.15 LT / 1,000 sf	0.50 LT / 1,000 sf	0.20 LT / 1,000 sf	0.30 LT / 1,000 sf	2 LT or 0.10 LT / 1,000 sf	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	0.125 LT / 1,000 sf in downtown; 0.10 LT / 1,000 sf everywhere else.	2 LT or 0.10 LT / 1,000 sf	0.133 LT / 1,000 sf	0.186 LT / 1,000 sf	0.186 LT / 1,000 sf
	ST	0.10 ST / 1,000 sf	0.25 ST / 1,000 sf	0.50 ST / 1,000 sf	2 ST or 0.05 ST / 1,000 sf	0.025 ST / 1,000 sf		0.50 ST / 1,000 sf	2 ST or 0.10 LT / 1,000 sf		0.0667 ST / 1,000 sf in downtown; 0.05 ST / 1,000 sf everywhere else.	2 ST or 0.025 ST / 1,000 sf	2.0 ST + 1.333 ST / 1,000 sf	6 ST for any development containing > 64,582 sf	0.186 ST / 1,000 sf
Sales & services, heavy	LT	0.25 LT / 1,000 sf	0.50 LT / 1,000 sf	0.75 LT / 1,000 sf		0.25 LT / 1,000 sf	0.20 LT / 1,000 sf for retail over 10,000 sf)		2 LT or 0.10 LT / 1,000 sf	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	2 LT or 0.083 LT / 1,000 sf		2 LT or 0.0667 LT / 1,000 sf		
	ST	0.10 ST / 1,000 sf	0.25 ST / 1,000 sf	0.50 ST / 1,000 sf		0.025 ST / 1,000 sf			2 ST or 0.10 LT / 1,000 sf		2 ST or 0.05 ST / 1,000 sf		2 ST or 0.20 ST / 1,000 sf		
Retail stores, consumer service	LT	0.25 LT / 1,000 sf	0.50 LT / 1,000 sf	1.0 LT / 1,000 sf	2 LT or 0.10 LT / 1,000 sf	0.083 LT / 1,000 sf	0.20 LT / 1,000 sf (for retail over 10,000 sf)	0.10 LT / 1,000 sf	2 LT or 0.50 LT / 1,000 sf	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	2 LT or 0.125 LT / 1,000 sf in downtown; 0.0833 LT / 1,000 sf everywhere else.	2 LT or 0.083 LT / 1,000 sf	0.133 LT / 1,000 sf	0.186 LT / 1,000 sf	For shopping centre: 0.111 LT / 1,000 sf for first 53,820 sf, thereafter 0.056 LT / 1,000 sf
	ST	0.25 ST / 1,000 sf	0.50 ST / 1,000 sf	1.0 ST / 1,000 sf	2 LT or 0.20 ST / 1,000 sf	0.50 ST / 1,000 sf		0.60 ST / 1,000 sf	2 ST or 0.50 LT / 1,000 sf		0.33 or 0.20 ST / 1,000 sf, depending on business type.	2 ST or 0.20 ST / 1,000 sf	2 ST or 0.40 ST / 1,000 sf up to 50,000 sf, after which 0.10 ST / 1,000 sf (consumer/personal service is treated the same as financial services and restaurants & bars).	0.557 ST / 1,000 sf	For shopping centre: 0.260 ST / 1,000 sf for first 53,820 sf, thereafter 0.130 ST / 1,000 sf
Food & convenience stores	LT	0.25 LT / 1,000 sf	0.50 LT / 1,000 sf	1.0 LT / 1,000 sf	2 LT or 0.10 LT / 1,000 sf	0.083 LT / 1,000 sf	0.20 LT / 1,000 sf (for retail over 10,000 sf)	0.10 LT / 1,000 sf	2 LT or 0.10 LT / 1,000 sf	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	2 LT or 0.125 LT / 1,000 sf in downtown; 0.0833 LT / 1,000 sf everywhere else.	2 LT or 0.083 LT / 1,000 sf	0.133 LT / 1,000 sf	0.186 LT / 1,000 sf	
	ST	0.50 ST / 1,000 sf	1.0 ST / 1,000 sf	2.0 ST / 1,000 sf	2 ST or 0.50 ST / 1,000 sf	0.50 ST / 1,000 sf		1.00 ST / 1,000 sf	2 ST or 0.10 LT / 1,000 sf		0.50 ST / 1,000 sf	2 ST or 0.20 ST / 1,000 sf	2 ST or 0.40 ST / 1,000 sf up to 50,000 sf, after which 0.10 ST / 1,000 sf	0.557 ST / 1,000 sf	
Restaurants, bars	LT	0.25 LT / 1,000 sf	0.50 LT / 1,000 sf	1.5 LT / 1,000 sf	2 LT or 0.10 LT / 1,000 sf	0.083 LT / 1,000 sf		0.20 LT / 1,000 sf	2 LT or 0.50 LT / 1,000 sf	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	2 LT or 0.125 LT / 1,000 sf in downtown; 0.0833 LT / 1,000 sf everywhere else.		0.133 LT / 1,000 sf		
	ST	0.50 ST / 1,000 sf	1.0 ST / 1,000 sf	2.0 ST / 1,000 sf	2 ST or 0.50 ST / 1,000 sf	0.50 ST / 1,000 sq.ft in UC/SAO		1.00 ST / 1,000 sf	2 ST or 0.50 LT / 1,000 sf		0.50 ST / 1,000 sf (for some businesses it's 0.33 or 0.20 ST / 1,000 sf)		2.0 ST + 1.333 ST / 1,000 sf		
Industrial															
Manufacturing & Production	LT	0.25 LT / 1,000 sf	0.5 LT / 1,000 sf	1.0 LT / 1,000 sf	2 LT or 0.083 LT / 1,000 sf	0.25 LT / 1,000 sf		0.08 LT / 1,000 sf	2 LT or 0.10 LT / 1,000 sf	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	2 LT or 0.0667 LT / 1,000 sf	2 LT or 0.067 LT / 1,000 sf	2 LT for > 5,000 sf, or 0.0833 LT / 1,000 sf	0.093 LT / 1,000 sf or 0.059 / employee, whichever is greater	0.0782 LT / 1,000 sf
	ST	0.10 ST / 1,000 sf	0.25 ST / 1,000 sf	0.50 ST / 1,000 sf	2 ST at each entrance; or as prescribed by agency director	No ST req.		0.06 ST / 1,000 sf	2 ST or 0.10 ST / 1,000 sf		No ST req.	No ST req.	2 ST; 4 ST for > 50,000 sf	No ST req.	0.0196 ST / 1,000 sf
Warehouse & Freight Movement	LT	0.25 LT / 1,000 sf	0.50 LT / 1,000 sf	0.75 LT / 1,000 sf		0.25 LT / 1,000 sf		0.08 LT / 1,000 sf	2 LT or 0.10 LT / 1,000 sf	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	2 ST or 0.025 LT / 1,000 sf	2 LT or 0.025 LT / 1,000 sf	0.025 LT / 1,000 sf	0.093 LT / 1,000 sf or 0.059 / employee, whichever is greater	0.0782 LT / 1,000 sf
	ST	0.05 ST / 1,000 sf	0.10 ST / 1,000 sf	0.20 ST / 1,000 sf		No ST req.		0.06 ST / 1,000 sf	2 ST or 0.10 ST / 1,000 sf		No ST req.	No ST req.	No ST req.	No ST req.	0.0196 ST / 1,000 sf

Auto repair, auto sales	LT	0.25 LT / 1,000 sf	0.50 LT / 1,000 sf	0.75 LT / 1,000 sf	2 LT or 0.10 LT / 1,000 sf			0.08 LT / 1,000 sf	2 LT or 0.10 LT / 1,000 sf	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	2 LT or 0.0833 LT / 1,000 sf; for auto repair, 0.05 LT / employee	2 LT or 0.0667 LT / 1,000 sf		0.0782 LT / 1,000 sf
	ST	0.10 ST / 1,000 sf	0.20 ST / 1,000 sf	0.40 ST / 1,000 sf	2 LT or 0.05 ST / 1,000 sf			0.06 ST / 1,000 sf	2 ST or 0.10 ST / 1,000 sf		2 ST or 0.05 ST / 1,000 sf; no req. for auto repair	2 ST or 0.20 ST / 1,000 sf		0.0196 ST / 1,000 sf
Events, Gathering, & Recreation														
Entertainment / Major Event Entertainment	LT	0.075 LT / employee for stadiums/areas with capacity > 2,000 attendees	0.15 LT / employee for stadiums/areas with capacity > 2,000 attendees	0.30 LT / employee for stadiums/areas with capacity > 2,000 attendees	2 LT or 0.075 LT / employee			0.10 LT / 1,000 sf		1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf		10 LT or 0.025 LT / seat	0.05 LT / employee for stadiums/areas with capacity > 2,000 attendees	No LT req.
	ST	0.05 ST / attendee for stadiums/arenas with capacity > 2,000 attendees, 50% of which must have valet (an attendant watching over)	0.10 ST / attendee for stadiums/arenas with capacity > 2,000 attendees, 75% of which must have valet (an attendant watching over)	0.20 ST / attendee for stadiums/arenas with capacity > 2,000 attendees, 75% of which must have valet (an attendant watching over)	5% of max daily attendance			1.00 ST / 1,000 sf				No ST req.	0.05 ST / attendee for stadiums/arenas with capacity > 2,000 attendees, a portion of which must have valet (an attendant watching over)	0.02 ST / seat
Theaters, gathering halls	LT	0.075 LT / employee	0.15 LT / employee	0.30 LT / employee	2 LT or 0.075 LT / employee			0.08 LT / 1,000 sf	2 LT; 2.857 LT / 1,000 sf; or 0.02 LT / seat	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf			5 LT for venues with < 500 capacity; 10 LT for venues with > 500 capacity	No LT req.
	ST	0.05 ST / seat + 5.0 ST / 1,000 non-seat sf	0.10 ST / seat + 10.0 ST / 1,000 non-seat sf	0.20 ST / seat + 20.0 ST / 1,000 non-seat sf	5% of max daily attendance			1.00 ST / 1,000 sf	2 ST; 1.429 ST / 1,000 sf; or 0.01 ST / seat				0.02 ST / seat	0.02 ST / seat
Parks & Commercial Outdoor Recreation	LT	0.10 LT / employee	0.25 LT / employee	0.50 LT / employee	2 LT or 0.075 LT / employee			0.10 LT / 1,000 sf		1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf		10 LT or 0.05 LT / car		
	ST	5% of max expected attendance; or 0.50 ST / car (including adjacent on-street car parking), whichever is greatest.	10% of max expected attendance; or 1.0 ST / car (including adjacent on-street car parking), whichever is greatest. At least 50% of the bike parking must be covered unless the park is smaller than 2 acres.	20% of max expected attendance; or 2.0 ST / car (including adjacent on-street car parking), whichever is greatest. 100% of the bike parking must be covered unless the park is smaller than 2 acres.	5% of max daily attendance			1.00 ST / 1,000 sf	5 ST or 0.10 ST / 1,000 sf			No ST req.		
Fitness Centers & Indoor Sports Centers	LT	0.10 LT / 1,000 sf	0.25 LT / 1,000 sf	0.50 LT / 1,000 sf					2 LT or 0.50 LT / 1,000 sf	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf				0.372 LT / 1,000 sf
	ST	0.75 ST / 1,000 sf	1.5 ST / 1,000 sf	3.0 ST / 1,000 sf					2 ST or 0.50 ST / 1,000 sf					1.115 ST / 1,000 sf
Bowling Alleys, Billiard Hall, Arcade, Curling	LT	0.50 LT / 1,000 sf	0.75 LT / 1,000 sf	1.5 LT / 1,000 sf						1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf			5 LT for venues with < 500 capacity; 10 LT for venues with > 500 capacity	No LT req.
	ST	0.75 ST / 1,000 sf	1.5 ST / 1,000 sf	3.0 ST / 1,000 sf									1 ST for every 500 seats or for every portion of each 50 person capacity.	6 ST / each 40 tables, games, alleys or ice sheets.
Civic & Cultural														
Community Service & Civic Centers Not Described Below	LT	0.05 LT / employee	0.15 LT / employee	0.25 LT / employee	2 LT or 0.15 LT / employee					1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	2 LT or 0.05 LT / 1,000 sf	2 LT or 0.10 LT / 1,000 sf		
	ST	0.25 ST / 1,000 sf	0.50 ST / 1,000 sf	1.0 ST / 1,000 sf	2 ST or 0.125 ST / 1,000 sf						2% of max expected daily attendance	2 ST or 0.10 ST / 1,000 sf		
Community Club/Center	LT	0.25 LT / 1,000 sf	0.50 LT / 1,000 sf	1.0 LT / 1,000 sf	2 LT or 0.075 LT / employee			0.25 LT / 1,000 sf		1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf			2 LT or 0.20 LT / 1,000 sf	0.186 LT / 1,000 sf
	ST	0.25 ST / 1,000 sf	0.50 ST / 1,000 sf	1.0 ST / 1,000 sf	5% of max daily attendance			0.25 ST / 1,000 sf					2 ST or 0.40 ST / 1,000 sf	0.372 ST / 1,000 sf
Libraries	LT	0.05 LT / employee	0.15 LT / employee	0.25 LT / employee	2 LT or 0.15 LT / employee			0.25 LT / 1,000 sf		1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	2 LT or 0.05 LT / 1,000 sf		2 LT or 0.20 LT / 1,000 sf	0.186 LT / 1,000 sf
	ST	0.25 ST / 1,000 sf	0.50 ST / 1,000 sf	1.0 ST / 1,000 sf	2 ST or 0.125 ST / 1,000 sf			0.50 ST / 1,000 sf			2% of max expected daily attendance		2 ST or 0.40 ST / 1,000 sf	0.372 ST / 1,000 sf
Museums	LT	0.05 LT / employee	0.15 LT / employee	0.25 LT / employee	2 LT or 0.15 LT / employee			0.25 LT / 1,000 sf		1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	2 LT or 0.05 LT / 1,000 sf		2 LT or 0.20 LT / 1,000 sf	0.186 LT / 1,000 sf
	ST	0.25 ST / 1,000 sf	0.50 ST / 1,000 sf	1.0 ST / 1,000 sf	2 ST or 0.125 ST / 1,000 sf			0.25 ST / 1,000 sf			2% of max expected daily attendance		2 ST or 0.40 ST / 1,000 sf	0.372 ST / 1,000 sf

Churches & Places of Worship	LT	0.25 LT / 1,000 sf	0.50 LT / 1,000 sf	0.75 LT / 1,000 sf	2 LT or 0.075 LT / employee	0.083 LT / 1,000 sf		0.08 LT / 1,000 sf		1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	2 LT; or 0.025 LT / seat; or 0.25 LT / 1,000 sf	1 LT or 0.25 LT / 1,000 sf	5 LT for venues with < 500 capacity; 10 LT for venues with > 500 capacity.	No LT req.
	ST	0.25 ST / 1,000 sf	0.50 ST / 1,000 sf	1.0 ST / 1,000 sf	5% of max daily attendance	0.083 ST / seat + 1 ST / 1,000 non-seat sf		0.50 ST / 1,000 sf			2 LT; 0.025 ST / seat; or 0.50 ST / 1,000 sf	2 ST or 0.50 ST / 1,000 sf	0.02 ST / seat	6 ST
Medical														
Medical Offices	LT	0.10 LT / 1,000 sf	0.25 LT / 1,000 sf	0.50 LT / 1,000 sf	2 ST; 0.075 LT / employee; or 0.02 LT / 1,000 sf	0.083 LT / 1,000 sf		0.30 LT / 1,000 sf		1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	2 LT; 0.0833 LT / 1,000 sf	2 LT or 0.014 LT / 1,000 sf		
	ST	0.25 ST / 1,000 sf	0.50 ST / 1,000 sf	1.0 ST / 1,000 sf	2 ST or 0.125 ST / 1,000 sf	0.50 ST / 1,000 sf		0.50 ST / 1,000 sf			2 ST or 0.20 ST / 1,000 sf	2 ST or 0.025 ST / 1,000 sf		
Medical Clinics	LT	0.10 LT / 1,000 sf	0.25 LT / 1,000 sf	0.50 LT / 1,000 sf	2 ST; 0.075 LT / employee; or 0.02 LT / 1,000 sf	0.083 LT / 1,000 sf		0.20 LT / 1,000 sf		1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	2 LT; 0.0833 LT / 1,000 sf	2 LT or 0.014 LT / 1,000 sf	0.20 LT / 1,000 sf	
	ST	0.25 ST / 1,000 sf	0.50 ST / 1,000 sf	1.0 ST / 1,000 sf	2 ST or 0.125 ST / 1,000 sf	0.50 ST / 1,000		0.50 ST / 1,000 sf			2 ST or 0.20 ST / 1,000 sf	2 ST or 0.025 ST / 1,000 sf	4 ST at every entrance or 0.0667 ST / 1,000 sf	
Hospitals	LT	0.25 LT / 1,000 sf	0.50 LT / 1,000 SF	1.0 LT / 1,000 SF	2 ST; 0.075 LT / employee; or 0.02 LT / 1,000 sf	0.50 LT / 1,000 sf		0.20 LT / 1,000 sf	2 LT or 0.10 LT / 1,000 sf	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf	2 LT; 0.05 LT / employee, or 0.014 LT / 1,000 sf	2 LT or 0.014 LT / 1,000 sf	0.0667 LT / 1,000 sf	0.059 LT / employee on a maximum work shift. (this might work-out to 0.20 LT / 1,000 sf)
	ST	4 ST at every entrance; 0.05 ST / 1,000 sf	6 ST at every entrance; 0.10 ST / 1,000 sf	8 ST at every entrance; 0.20 ST / 1,000 sf	2 ST or 0.05 ST / 1,000 sf	0.025 ST / 1,000 sf		0.10 ST / 1,000 sf	2 ST or 0.20 ST / 1,000 sf		2 ST or 0.025 ST / 1,000 sf	2 ST or 0.025 ST / 1,000 sf	4 ST at every entrance or 0.0333 ST / 1,000 sf	
Education														
College or university academic or administrative facilities	LT	0.15 LT / employee & max planned student capacity. If building new building on campus without adding employees/students, then 0.05 LT / 1,000 sf.	0.25 LT / employee & max planned student capacity. If building new building on campus without adding employees/students, then 0.10 LT / 1,000 sf.	0.35 LT / employee & max planned student capacity. If building new building on campus without adding employees/students, then 0.20 LT / 1,000 sf.	0.15 LT / student; or 0.05 LT / 1,000 sf, whichever is greater	0.10 LT / student + 0.05 LT / employee		0.20 LT / 1,000 sf	2 LT; 2.0 LT / 1,000 sf; or 0.02 LT / seat	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf		2 LT or 0.05 LT / 1,000 sf	0.05 LT / 1,000 sf	0.059 LT / employee plus 0.04 LT / student during maximum attendance period.
	ST	0.10 ST / max planned student capacity. If building new building on campus without adding employees/students, then 0.25 ST / 1,000 sf.	0.20 ST / max planned student capacity. If building new building on campus without adding employees/students, then 0.50 ST / 1,000 sf.	0.30 ST / max planned student capacity. If building new building on campus without adding employees/students, then 1.0 ST / 1,000 sf.	2 ST or 0.10 ST / student	No ST req.		0.40 ST / 1,000 sf	2 ST; 1.0 ST / 1,000 sf; or 0.01 ST / seat			2 ST or 0.10 ST / 1,000 sf	2 ST or 0.20 ST / 1,000 sf	0.06 ST / student on a maximum attendance period.
College or university student activity facilities	LT	0.15 LT / employee & max planned student capacity. If building new building on campus without adding employees/students, then 0.05 LT / 1,000 sf.	0.25 LT / employee & max planned student capacity. If building new building on campus without adding employees/students, then 0.10 LT / 1,000 sf.	0.35 LT / employee & max planned student capacity. If building new building on campus without adding employees/students, then 0.20 LT / 1,000 sf.	0.15 LT / student; or 0.05 LT / 1,000 sf, whichever is greater	0.10 LT / student + 0.05 LT / employee		0.20 LT / 1,000 sf	2 LT; 2.0 LT / 1,000 sf; or 0.02 LT / seat	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf		2 LT or 0.05 LT / 1,000 sf	0.05 LT / 1,000 sf	0.059 LT / employee plus 0.04 LT / student during maximum attendance period.
	ST	0.10 ST / max planned student capacity. If building new building on campus without adding employees/students, then 0.25 ST / 1,000 sf.	0.20 ST / max planned student capacity. If building new building on campus without adding employees/students, then 0.50 ST / 1,000 sf.	0.30 ST / max planned student capacity. If building new building on campus without adding employees/students, then 1.0 ST / 1,000 sf.	2 ST or 0.10 ST / student	No ST req.		1.0 ST / 1,000 sf	2 ST; 1.0 ST / 1,000 sf; or 0.01 ST / seat			2 ST or 0.10 ST / 1,000 sf	2 ST or 0.20 ST / 1,000 sf	0.06 ST / student during maximum attendance period.
K-12 Schools: Grades: 9-12	LT	2.5 LT / classroom	5 LT / classroom	10 LT / classroom	2 LT or 0.15 LT / employee PLUS 0.075 LT / student	2.0 LT / classroom		See zoning	2 LT or 4.0 LT / classroom	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf		4.0 LT / classroom	4.0 LT / classroom	0.059 LT / employee plus 0.04 LT / student during maximum attendance period.
	ST	0.075 ST / student	0.15 ST / student	0.30 ST / student	2 ST or 0.075 ST / student	No ST req.			2 ST or 1.0 ST / classroom			No ST req.	1.0 ST / classroom	0.06 ST / student during maximum attendance period.
K-12 Schools: Grades: 6-8	LT	2.5 LT / classroom	5 LT / classroom	10 LT / classroom	2 LT or 0.15 LT / employee PLUS 0.075 LT / student	2.0 LT / classroom		See zoning	2 LT or 4.0 LT / classroom	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf		4.0 LT / classroom	4.0 LT / classroom	0.059 LT / employee
	ST	0.075 ST / student	0.15 ST / student	0.30 ST / student	2 ST or 0.075 ST / student	No ST req.			2 ST or 1.0 ST / classroom			No ST req.	1.0 ST / classroom	0.05 ST / student during maximum attendance period.

K-12 Schools: Grades: K-5	LT	2.5 LT / classroom	5 LT / classroom	10 LT / classroom	2 LT or 0.15 LT / employee; for grades 4-6, add 0.075 LT / student.	1.0 LT / classroom		See zoning	2 LT or 4.0 LT / classroom	1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf		2.0 LT / classroom	2.0 LT / classroom	0.059 LT / employee	0.10 LT / employee
	ST	0.075 ST / student	0.15 ST / student	0.30 ST / student	2 ST or 0.075 ST / student	No ST req.			2 ST or 1.0 ST / classroom			No ST req.	1.0 ST / classroom	0.05 ST / student during maximum attendance period.	0.10 / student
Daycare	LT	0.075 LT / employee	0.15 LT / employee	0.30 LT / employee	2 LT or 0.075 LT / employee	0.25 LT / 1,000 sf				1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf		2 LT or 0.25 / 1,000 sf	2 LT or 0.05 ST / child	No LT req.	
	ST	0.05 ST / child	0.10 ST / child	0.20 ST / child	2 ST or 0.075 ST / child	0.025 ST / 1,000 sf						No ST req.	0.05 ST / child	No ST req.	
Transportation															
Light Rail Stations, Transit Centers, Park & Ride lots, & Ferry Terminals	LT	7% of AM Peak ridership. Light rail stations within a mile of each other in dense urban environments may combine their long-term parking requirement at a single station.	10% of AM Peak ridership. Light rail stations within a mile of each other in dense urban environments may combine their long-term parking requirement at a single station.	15% of AM Peak ridership. Light rail stations within a mile of each other in dense urban environments may combine their long-term parking requirement at a single station.	7% of projected AM peak period daily ridership.	20 LT				1 LT for 6,001-20,000 sf 0.10 LT / 1,000 sf >20,000 sf		8 LT			
	ST	6 ST or 2% of AM peak daily ridership.	8 ST or 3.5% of AM peak daily ridership.	10 ST or 5% of AM peak daily ridership.	2% of AM peak period daily ridership.	No ST req.							No ST req.		
Commercial Parking & Parking Structures	LT	0.05 LT / car parking spot. Unlike the other long-term parking requirements for other land uses, commercial parking structures may charge for secured long-term parking.	0.10 LT / car parking spot. Unlike the other long-term parking requirements for other land uses, commercial parking structures may charge for secured long-term parking.	0.20 LT / car parking spot. Unlike the other long-term parking requirements for other land uses, commercial parking structures may charge for secured long-term parking.	2 ST or 0.05 LT / car; surface-only lots excepted	0.05 LT / car				0.10 LT / car, triggered at 5, 21, & 41 car stalls (no rounding up until 41)	2 LT or 0.05 LT / car	10 LT or 0.05 LT / car	No LT req.	As determined by the Director of Planning in consultation with the City Engineer.	
	ST	0.05 ST / car parking spot	0.05 ST / car parking spot	0.10 ST / car parking spot	6 ST or 0.10 ST / car; surface-only lots excepted	No ST req.					6 LT or 0.05 ST / car	No ST req.	6 ST or 0.05 ST / car	As determined by the Director of Planning in consultation with the City Engineer.	

EXHIBIT G

ESSENTIALS OF

BIKE PARKING

Selecting and installing bicycle parking that works



apbp
Association of Pedestrian
and Bicycle Professionals
Expertise for Active
Transportation

Essentials of Bike Parking

Revision 1.0, September 2015

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APBP is an association of professionals who plan, implement and advocate for walkable and bicycle-friendly places.

Association of Pedestrian and Bicycle Professionals

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www.apbp.org



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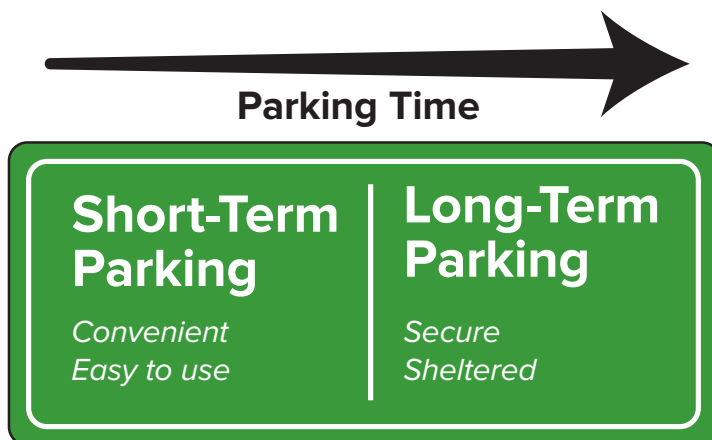
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INTRODUCTION

Among the necessary supports for bicycle transportation, bike parking stands out for being both vital and easy. Still, it requires some attention to get it right. Bike parking may go unused if it's not more appealing to users than the nearest sign post. A minor mistake in installation can make a quality rack unusable. The variety of bicycle sizes, shapes, and attachments continues to increase, and good bike parking should accommodate all types.

The Association of Pedestrian and Bicycle Professionals (APBP) prepared this guide for people planning to purchase or install bike parking fixtures on a limited scale. It is a brief overview of APBP's comprehensive *Bicycle Parking Guidelines* handbook, available at www.apbp.org.

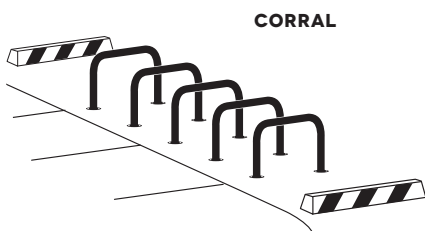
This guide divides bike parking into short-term and long-term installations. These two kinds of parking serve different needs, and the starting point for most bike parking projects is recognizing whether the installation should serve short-term users, long-term users, or both. If users will typically be parking for two hours or longer, they are likely to value security and shelter above the convenience and ease that should characterize short-term parking.



SHORT-TERM PARKING

Effective bike parking for short-term users depends on two main factors: 1) proximity to the destination and 2) ease of use.

Short-term parking is designed to meet the needs of people visiting businesses and institutions, and others with similar needs—typically lasting up to two hours. Short-term users may be infrequent visitors to a location, so the parking installation needs to be readily visible and self-explanatory.



SITE PLANNING

Location

Short-term bike parking should be visible from and close to the entrance it serves—50' or less is a good benchmark. Weather-protected parking makes bicycle transportation more viable for daily and year-round use, and it can reduce the motivation for users to bring wet bicycles into buildings. Area lighting is important for any location likely to see use outside of daylight hours.

Security

All racks must be sturdy and well-anchored, but location determines the security of short-term parking as much as any other factor. Users seek out parking that is visible to the public, and they particularly value racks that can be seen from within the destination. Areas with high incidence of bicycle theft may justify specific security features such as specialty racks, tamper-proof mounting techniques, or active surveillance.

Quantity

Many jurisdictions have ordinances governing bike parking quantity. APBP's full *Bicycle Parking Guidelines* offers complete recommendations for the amount and type of parking required in various contexts. In the absence of requirements, it's okay to start small—but bear in mind that perceived demand may be lower than the demand that develops once quality parking appears.

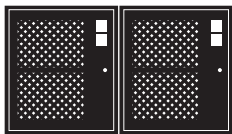
BIKE CORRALS

Some cities with limited sidewalk space and strong bicycle activity place bike parking in on-street "bike corrals" located in the street area adjacent to the curb. Bike corrals can sometimes make use of on-street areas that are unsuitable for auto parking. When replacing a single auto parking space, a corral can generally fit 8 to 12 bicycles. APBP's full *Bicycle Parking Guidelines* provides details about designing and siting bike corrals. [➔ apbp.org](https://apbp.org)

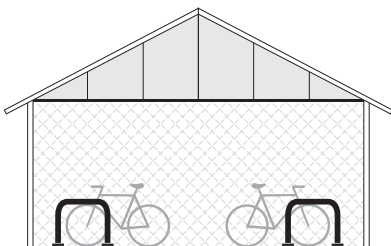
LONG-TERM PARKING

Users of long-term parking generally place high value on security and weather protection. Long-term parking is designed to meet the needs of employees, residents, public transit users, and others with similar needs. These users typically park either at home or at a routine destination such as a workplace. They often leave their bicycles unmonitored for a period of several hours or longer, so they require security and weather protection that let them park without unreasonable concern for loss or damage.

Long-term parking can take a variety of forms, including a room within a residential building or workplace, a secure enclosure within a parking garage, or a cluster of bike lockers at a transit center. Some long-term parking is open to the public—such as a staffed secure enclosure at a transit hub—and some of it is on private property with access limited to employees, residents, or other defined user groups.



BIKE LOCKERS



SHELTERED SECURE ENCLOSURE

SITE PLANNING

Location

Appropriate locations for long-term parking vary with context. Long-term parking users are typically willing to trade a degree of convenience for weather protection and increased security. Long-term installations emphasize physical security above public visibility. Signage may be needed for first-time users.

Security

Security is paramount for quality long-term parking. Access to parked bicycles can be limited individually (as with lockers) or in groups (as with locked bike rooms or other secure enclosures). Options for access control include user-supplied locks, keys, smart cards, and other technologies.

Quantity

Refer to local ordinances or the comprehensive APBP *Bicycle Parking Guidelines* to determine the amount and type of parking required for various contexts.

SPECIAL CONSIDERATIONS FOR LONG-TERM PARKING

In many ways, short-term and long-term parking function similarly and are served by the same guidelines. Some exceptions are noted below.

Density

The competition of uses for high-security and sheltered locations creates particular pressure on long-term parking to fit more bicycles in less space. When parking needs cannot be met with standard racks and spacing recommended in this guide, consider rack systems designed to increase parking density. See the high-density racks table on page 7. Note that increasing density without careful attention to user needs can create parking that excludes people because of age, ability, or bicycle type. This may result in people parking bicycles in other less desirable places or choosing not to bike at all.

Bicycle design variety

Long-term parking facilities should anticipate the presence of a variety of bicycles and accessories, including—depending on context—recumbents, trailers, children’s bikes, long-tails, and others. To accommodate trailers and long bikes, a portion of the racks should be on the ground and should have an additional 36” of in-line clearance.

Performance criteria

The bike rack criteria in the next section apply to racks used in any installation, regardless of its purpose. Long-term installations often use lockers and group enclosures not discussed in this guide. Such equipment raises additional considerations that are discussed in detail in APBP’s full *Bicycle Parking Guidelines*. ➔ apbp.org

INSTALLATION

Selecting an appropriate installation surface and technique is key to creating bicycle parking that remains secure and attractive over time.

INSTALLATION SURFACE

A sturdy concrete pad is an ideal surface for installing bicycle parking. Other surfaces often encountered include asphalt, pavers, and soft surfaces such as earth or mulch. These surfaces can accommodate in-ground mounting or freestanding bike racks such as inverted-U racks mounted to rails. See APBP's *Bicycle Parking Guidelines* for details. [➔ apbp.org](https://apbp.org)

INSTALLATION FASTENERS

When installing racks on existing concrete, consider the location and select appropriate fasteners. Drill any holes at least three inches from concrete edges or joints. Some locations benefit from security fasteners such as concrete spikes or tamper-resistant nuts on wedge anchors. Asphalt is too soft to hold wedge and spike anchors designed for use in concrete. Installing bike parking on asphalt typically requires freestanding racks and anchor techniques specific to asphalt.

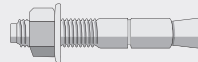
FASTENERS

CONCRETE SPIKE



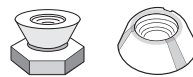
Installs quickly in concrete with a hammer. Tamper-resistant. Removal may damage concrete and/or rack.

CONCRETE WEDGE ANCHOR



Allows for rack removal as needed. Not tamper-resistant, but can accommodate security nuts (below).

SECURITY NUTS



Use with concrete wedge anchors. Security nuts prevent removal with common hand tools.

INSTALLATION TECHNIQUES

When installing racks on existing concrete, choose those with a surface-mount flange and install with a hammer drill according to the specifications of the mounting hardware selected. When pouring a new concrete pad, consider bike parking fixtures designed to be embedded in the concrete. Because replacing or modifying an embedded rack is complicated and costly, this installation technique requires particular attention to location, spacing, rack quantity, and material.



BICYCLE RACK SELECTION

PERFORMANCE CRITERIA FOR BIKE PARKING RACKS

These criteria apply to any rack for short- or long-term use.

CRITERIA	DETAILS
Supports bike upright without putting stress on wheels	The rack should provide two points of contact with the frame—at least 6” apart horizontally. Or, if a rack cradles a bicycle’s wheel, it must also support the frame securely at one point or more. The rack’s high point should be at least 32”.
Accommodates a variety of bicycles and attachments	The racks recommended on page 6 (“racks for all applications”) serve nearly all common bike styles and attachments—if installed with proper clearances (see placement section). Avoid designs and spacing that restrict the length, height, or width of bicycles, attachments, or wheels.
Allows locking of frame and at least one wheel with a U-lock	A closed loop of the rack should allow a single U-lock to capture one wheel and a closed section of the bike frame. Rack tubes with a cross section larger than 2” can complicate the use of smaller U-locks.
Provides security and longevity features appropriate for the intended location	Steel and stainless steel are common and appropriate materials for most general-use racks. Use tamper-resistant mounting hardware in vulnerable locations. Rack finish must be appropriate to the location (see materials and coatings section).
Rack use is intuitive	First-time users should recognize the rack as bicycle parking and should be able to use it as intended without the need for written instructions.

RACK STYLES

The majority of manufactured bike racks fall into one of the categories on pages 6-8. Within a given style, there is wide variation among specific racks, resulting in inconsistent usability and durability. APBP recommends testing a rack before committing broadly to it.

RACKS FOR ALL APPLICATIONS

When properly designed and installed, these rack styles typically meet all performance criteria and are appropriate for use in nearly any application.

INVERTED U

also called
staple, loop



Common style appropriate for many uses; two points of ground contact. Can be installed in series on rails to create a free-standing parking area in variable quantities. Available in many variations.

POST & RING



Common style appropriate for many uses; one point of ground contact. Compared to inverted-U racks, these are less prone to unintended perpendicular parking. Products exist for converting unused parking meter posts.

WHEELWELL-SECURE



Includes an element that cradles one wheel. Design and performance vary by manufacturer; typically contains bikes well, which is desirable for long-term parking and in large-scale installations (e.g. campus); accommodates fewer bicycle types and attachments than the two styles above.

This guide analyzes the most common styles of bike racks, but it is not exhaustive. Use the performance criteria on page 5 to evaluate rack styles not mentioned. Custom and artistic racks can contribute to site identity and appearance, but take care that such racks don't emphasize appearance over function or durability.

HIGH-DENSITY RACKS

These rack styles do not meet all performance criteria but may be appropriate in certain constrained situations.

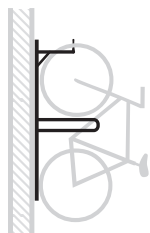
High-density rack systems can maximize the use of limited parking space, but they don't work for all users or bicycles. If installing these racks, reserve additional parking that accommodates bicycles with both wheels on the ground for users who are not able to lift a bicycle or operate a two-tier rack, or for bikes that are not compatible with two-tier or vertical racks.

STAGGERED WHEELWELL-SECURE



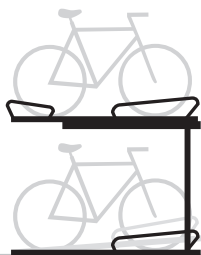
Variation of the wheelwell-secure rack designed to stagger handlebars vertically or horizontally to increase parking density. Reduces usability and limits kinds of bikes accommodated, but contains bikes well and aids in fitting more parking in constrained spaces.

VERTICAL



Typically used for high-density indoor parking. Not accessible to all users or all bikes, but can be used in combination with on-ground parking to increase overall parking density. Creates safety concerns not inherent to on-ground parking.

TWO-TIER



Typically used for high-density indoor parking. Performance varies widely. Models for public use include lift assist for upper-tier parking. Recommend testing before purchasing. Creates safety concerns not inherent to on-ground parking, and requires maintenance for moving parts.

RACKS TO AVOID

Because of performance concerns, APBP recommends selecting other racks instead of these.

WAVE

also called undulating or serpentine



Not intuitive or user-friendly; real-world use of this style often falls short of expectations; supports bike frame at only one location when used as intended.

SCHOOLYARD

also called comb, grid



Does not allow locking of frame and can lead to wheel damage. Inappropriate for most public uses, but useful for temporary attended bike storage at events and in locations with no theft concerns. Sometimes preferred by recreational riders, who may travel without locks and tend to monitor their bikes while parked.

COATHANGER



This style has a top bar that limits the types of bikes it can accommodate.

WHEELWELL



Racks that cradle bicycles with only a wheelwell do not provide suitable security, pose a tripping hazard, and can lead to wheel damage.

BOLLARD



This style typically does not appropriately support a bike's frame at two separate locations.

SPIRAL



Despite possible aesthetic appeal, spiral racks have functional downsides related to access, real-world use, and the need to lift a wheel to park.

SWING ARM SECURED



These racks are intended to capture a bike's frame and both wheels with a pivoting arm. In practice, they accommodate only limited bike types and have moving parts that create unneeded complications.

RACK MATERIALS & COATINGS

Most bicycle parking racks are made of carbon steel or stainless steel. Carbon steel requires a surface coating to resist rust while appropriate grades of stainless steel need no coating. Not all materials and coatings with the same name perform equally. Square tubing provides a security advantage as round tubing can be cut quietly with a hand-held pipe cutter. Before purchasing racks, talk to suppliers about your particular conditions and choose a material and coating that suit your needs. The following are common choices, depending on local considerations and preferences.

RACK MATERIAL - COATING	RELATIVE PURCHASE COST	DURABILITY	CAUTIONS
Carbon steel - galvanized	Usually lowest	Highly durable and low-maintenance; touch-up, if required, is easy and blends seamlessly	Utilitarian appearance; can be slightly rough to the touch
Carbon steel - powder coat* (TGIC or similar)	Generally marginally higher than galvanized	Poor durability	Requires ongoing maintenance; generally not durable enough for long service exposed to weather; not durable enough for large-scale public installations
Carbon steel - thermoplastic	Intermediate	Good durability	Appearance degrades over time with scratches and wear; not as durable as galvanized or stainless
Stainless steel - no coating needed, but may be machined for appearance	Highest	Low-maintenance and highest durability; most resistant to cutting	Can be a target for theft because of salvage value; maintaining appearance can be difficult in some locations

* When applied to carbon steel, TGIC powder coat should be applied over a zinc-rich primer or galvanization to prevent the spread of rust beneath the surface or at nicks in the finish.

PLACEMENT

The following minimum spacing requirements apply to some common installations of fixtures like inverted-U or post-and-ring racks that park one bicycle roughly centered on each side of the rack. Recommended clearances are given first, with minimums in parentheses where appropriate. In areas with tight clearances, consider wheelwell-secure racks (page 6), which can be placed closer to walls and constrain the bicycle footprint more reliably than inverted-U and post-and-ring racks. The footprint of a typical bicycle is approximately 6' x 2'. Cargo bikes and bikes with trailers can extend to 10' or longer.

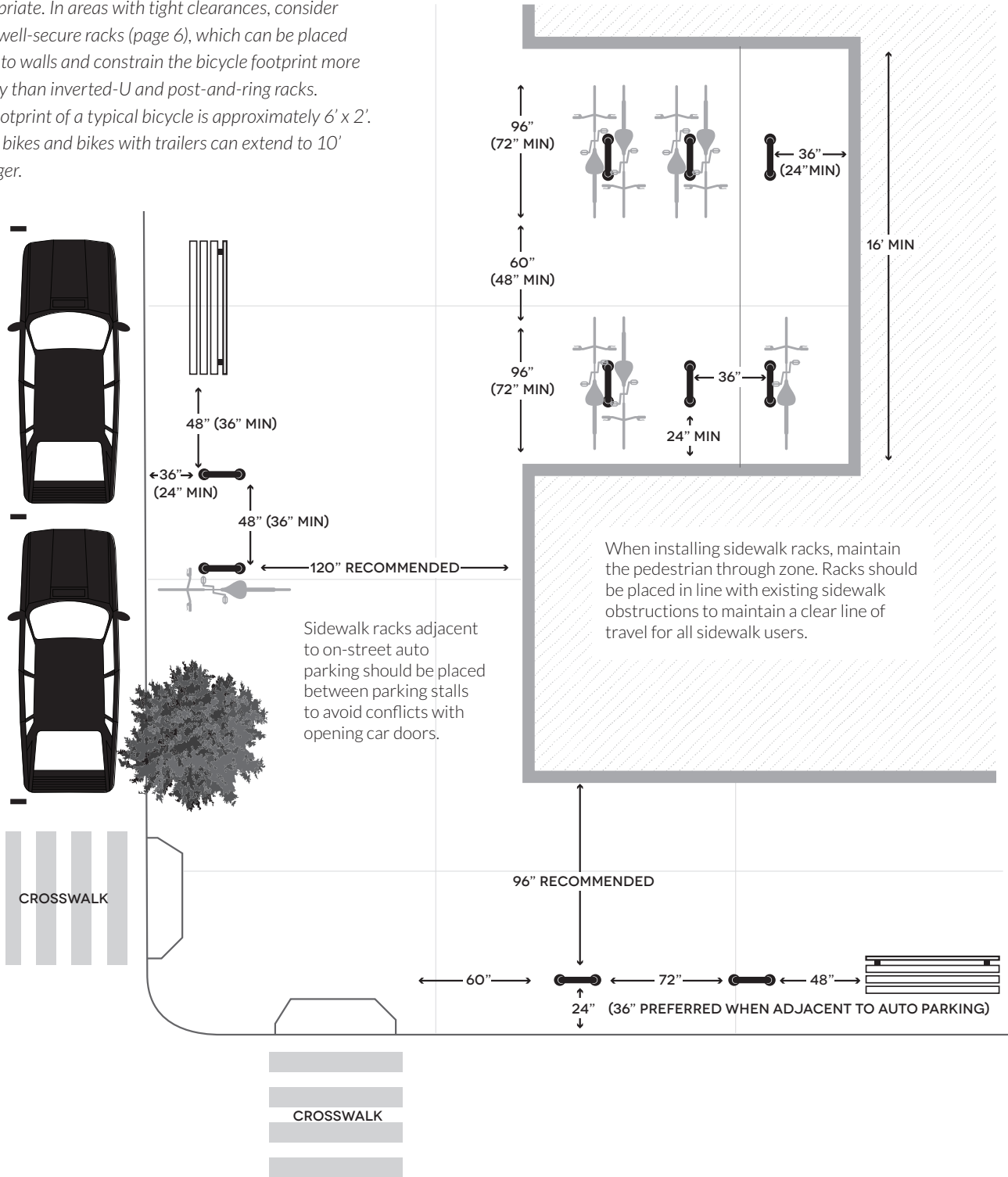


EXHIBIT H



EXHIBIT H: IMPLEMENTATION OF COMPREHENSIVE PLAN POLICIES

Department of Planning and Economic Development

The following policies of the Comprehensive Plan relate to the proposed updates to the bicycle parking sections of the Spokane Municipal Code. The full text of the Comprehensive Plan can be found at www.shapingspokane.org.

Chapter 3—Land Use

LU 4 – Transportation:

Goal: Promote a network of safe and cost-effective transportation alternatives, including transit, carpooling, bicycling, pedestrian-oriented environments, and more efficient use of the automobile, to recognize the relationship between land use and transportation.

LU 4.6 – Transit-Supported Development

Encourage transit-supported development, including a mix of employment, residential, and commercial uses, adjacent to high-performance transit stops.

Discussion: People are more likely to take transit to meet their everyday travel needs when transit service is frequent, at least every 15 minutes. Mixed-use development in these areas will enable less reliance on automobiles for travel, reduce parking needs, and support robust transit ridership. Land use regulations and incentives will encourage this type of development along high-performance transit corridors.

Transit-supported development should be encouraged through the application of development incentives, enhanced design measures, streetscape standards, parking standards, and potential changes in density and use. Each of these measures should be developed through a sub-area planning (or similar) process as each high-performance transit line is planned and developed. These sub-area planning processes should include neighborhood and stakeholder involvement and public participation processes to ensure that site-specific and neighborhood-context issues are addressed and benefits are maximized

Chapter 4—Transportation

TR Goal B: Provide Transportation Choices

Meet mobility needs by providing facilities for transportation options – including walking, bicycling, public transportation, private vehicles, and other choices.

INTENT The objective is to support the desires of the community to have transportation options by providing options for commuting, recreation and short trips using transit and active modes like walking and biking, as well as other choices such as rideshare, carpooling, taxi/for hire services, and private vehicles. Traditional transportation activities focus on the design and construction of facilities—yet travel behavior and mode choice are determined by a broader set of factors. The city shall continue to create new, and improve the existing multi-modal system, in order to accommodate the safe and efficient movement of all people. Effective transportation system management measures should be utilized to support safe and efficient travel for all users.

TR Goal C: Accommodate Access to Daily Needs and Priority Destinations

Promote land use patterns and construct transportation facilities and other urban features that advance Spokane's quality of life.

INTENT Land use type, mix, intensity, and distribution - as a result of on-going development of the city - greatly influences travel choices and decisions on connectivity, placement and investments of transportation facilities. Harmonize the key relationship between the places where people live, work, learn, access essential services, play, and shop and their need to have access to these places. Transportation investments should help drive economic development, energize activity centers, provide greater food security for residents, and produce quality places/neighborhoods/communities that retain value through time. Creating prosperous and walkable neighborhoods that offer opportunities for people to meet and connect means thinking of streets as people places as much as vehicle spaces. Spokane recognizes that transportation needs and travel choices may change over time as new alternatives become available. Other modes become viable when land uses are planned in a way that connects to multiple travel options and the distance between daily needs are closer. Coordinating appropriate transportation options and land uses is important. Transportation facilities should be maintained and improved in a manner that equitably serves Spokane.

TR Goal F: Enhance Public Health & Safety

Promote healthy communities by providing and maintaining a safe transportation system with viable active mode options that provides for the needs of all travelers, particularly the most vulnerable users.

INTENT Promote healthy communities in Spokane by implementing a transportation system that provides for the ability to reduce auto mode share, increases the number of active travelers and transit riders of all ages and abilities, and improves safety in all neighborhoods. Work with the Spokane Regional Health District and other agencies to promote active lifestyles through educational and encouragement programs and safe and accessible routes for active travelers of all ages and abilities in all neighborhoods. Consider the needs of all roadway users when applying traffic calming measures. Implementing safety efforts should be done in a comprehensive manner to safeguard against shifting traffic problems from one neighborhood to another. Spokane will seek to improve safety through the use of supporting federal and state programs, documents, and policies such as: FHWA Towards Zero Deaths (TZD), the FHWA Highway Safety Improvement Program (HSIP), and Washington State Department of Transportation's (WSDOT) Target Zero: Strategic Highway Safety Plan. Spokane recognizes the importance of evaluating transportation projects using objective criteria to reflect community standards. An environmental justice approach strives to avoid decisions that can have a disproportionate adverse effect on the environmental and human health of traditionally underserved neighborhoods and vulnerable populations compared to the population as a whole.

TR 1 – Transportation Network For All Users

Design the transportation system to provide a complete transportation network for all users, maximizing innovation, access, choice, and options throughout the four seasons. Users include pedestrians, bicyclists, transit riders, and persons of all abilities, as well as freight, emergency vehicles, and motor vehicle drivers. Guidelines identified in the Complete Streets Ordinance and other adopted plans and ordinances direct that roads and pathways will be designed, operated, and maintained to accommodate and promote safe and convenient travel for all users while acknowledging that not all streets must provide the same type of travel experience. All streets must meet mandated accessibility standards. The network for each mode

is outlined in the Master Bike Plan, Pedestrian Master Plan, Spokane Transit’s Comprehensive Plan, and the Arterial Street map.

Key Actions

- a. Make transportation decisions based upon the adopted policies, plans, design standards and guidelines, taking into consideration seasonal needs of users, system wide integration, and impacts on the relevant transportation planning decisions of neighboring jurisdictions.
- b. Utilize relevant performance measures and adopted level of service standards to track the city’s progress in developing the transportation network for all users.
- c. Recognize and accommodate the special transportation needs of the elderly, children, and persons with disabilities in all aspects of, transportation planning, programming, and implementation.
 - i. Address the community's desire for a high level of accommodation for persons with disabilities by using the applicable and context sensitive local, state, or federal design standards in all projects within the city’s right-of-way. City of Spokane Comprehensive Plan 4-20
 - ii. Implement the city’s ADA Transition Plan, Pedestrian Plan and Bicycle Plan with a new focus on broader user groups

TR 5 – Active Transportation

Identify high-priority active transportation projects to carry on completion/ upgrades to the active transportation network.

Key Actions

- a. Ensure that the pedestrian and bicycle networks provide direct connections between major activity centers and transit stops and stations.
- b. The planning, design and construction of transportation projects should maintain or improve the accessibility and quality of existing and planned pedestrian and bicycle facilities.
- c. Implement a network of low vehicle volume, bike-friendly routes throughout the city.
- d. Support the development of a bike-share program within the city core.
- e. Seek grant funding for projects and programs such as Safe Routes to School, Transportation Alternatives, and other active transportation initiatives.
- f. Utilize the Bicycle Plan and the Pedestrian Plan to guide the location and type of bicycle and pedestrian facilities developed in Spokane to:
 - i. Provide safe, attractive, convenient and quality pedestrian and bicycle linkages to transit stops and stations.
 - ii. Provide safe, attractive, convenient and quality pedestrian and bicycle linkages between major activity areas where features that act as barriers prevent safe and convenient access.
 - iii. Provide safe, attractive, convenient and quality pedestrian and bicycle facilities and an aesthetically pleasing environment on bridges.

- iv. Enhance the pedestrian and bicycle environment along routes to schools to provide a safe walking and riding environment for children. Means of accomplishing this include:
 - encouraging school routes not to cross arterials;
 - having user-activated signals at arterial intersections;
 - implementing safety patrols with traffic-control signs at busy intersections;
 - working with schools to promote walking groups; and
 - strengthening and enforcing pedestrian right-of-way laws.
- v. Enhance the pedestrian, bicycle and transit environment along routes to desirable destinations for seniors.
- vi. Enhance the pedestrian, bicycle and transit environment along routes in communities with a high percentage of underserved populations.
- vii. Provide safe bicycle and pedestrian access to city parks from surrounding neighborhoods.
- g. Provide viable facilities for active transportation modes as alternatives to driving.
 - i. Ensure gaps in the bicycle network are identified and prioritized to complete and expand the connected bicycle network.
 - ii. Ensure sidewalk gaps are not present and provide for safe pedestrian circulation within the city. Wherever possible, this should be in the form of sidewalks with a pedestrian buffer strip or other separation from the street.
 - iii. Use pedestrian safety strategies on high bicycle and pedestrian traffic corridors.
 - iv. Establish and maintain crosswalks at key locations where active transportation facilities cross collector and arterial roadways.
- h. Provide secure parking for bicyclists at key destinations (i.e. Downtown, identified Centers and Corridors, schools and universities, community centers, key transit locations) and ensure future developments include bicycle parking on site that adheres to city-established design and siting standards.
- i. Work with local and regional partners to implement the “Spokane County Wayfinding and Gateway Feature Placement & Design Plan”.
- j. Coordinate with other departments and partner agencies to combine related projects for the purpose of cost-sharing.

TR 6 – Commercial Center Access

Improve multi-modal transportation options to and within designated district centers, neighborhood centers, employment centers, corridors, and downtown as the regional center.

Key Actions

- a. Maintain Street Design Standards and Guidelines to support pedestrian activity and pedestrian-supportive amenities such as shade trees, multimodal design, street furniture, and other similar amenities.

- b. Maintain street design guidelines reflecting best practices to implement designs that effectively manage traffic flow within designated Centers and Corridors while ensuring designs correspond to and support local context.
- c. Designate and develop neighborhood greenways and low vehicle volume bicycle routes that parallel major arterials through designated Centers and Corridors.
- d. Establish and maintain bicycle parking guidelines and standards for Centers and Corridors to provide sufficient and appropriate short- and long-term bicycle parking.
- e. Provide transit supportive features (e.g. sidewalks, curb ramps, transit benches, etc.) in support with STA

TR 9 – Promote Economic Opportunity

Focus on providing efficient and affordable multi-modal access to jobs, education, and workforce training to promote economic opportunity in the city’s designated growth areas, develop “Great Streets” that enhance commerce and attract jobs.

Key Actions

- a. Ensure street designs support business activity-and thus jobs creation-to ensure that travelers feel comfortable to stop and shop.
- b. Coordinate closely with STA and area colleges and universities to provide convenient, cost-efficient transit service for students.
- c. Use new technology when feasible to increase efficiency in all transportation modes, such as:
 - i. Intelligent feedback to users;
 - ii. Dynamic traffic signals;
 - iii. Priority transit routes and signaling; and,
 - iv. Information sharing about capacity.
- d. Coordinate closely with STA to identify opportunities for service improvements in designated land use areas.
- e. Coordinate with Visit Spokane and other relevant groups to support and promote bicycle tourism in the city and region.
- f. Partner with business entities and organizations to educate them and their members on the economic benefits of transit and active transportation oriented development.
- g. Implement the city’s bicycle master plan for improved city-wide mobility.

TR 20 – Bicycle/Pedestrian Coordination

Coordinate bicycle and pedestrian planning to ensure that projects are developed to meet the safety and access needs of all users.

Key Actions

- a. Coordinate City of Spokane departments and other agencies to efficiently provide transportation alternatives and facilitate the accomplishment of the city's transportation priorities.
- b. Incorporate bicycle/pedestrian facilities as early as possible into development and roadway plans to reduce costs and take advantage of cooperative opportunities.
- c. Seek funding sources for active transportation projects.
- d. Maintain Street Design Standards and Guidelines to ensure that public and private developments meet a variety of transportation needs. Refer to national references (such as NACTO) for facilities design when updating the standards and guidelines.
- e. Develop transportation-related educational programs for both nonmotorized and motorized transportation users.
- f. Consistently update and implement the pedestrian and bicycle master plans for active transportation users.

EXHIBIT I

EXHIBIT I: ALTERNATIVE USE TABLE, USING 5% MODE SHARE GOAL¹

TABLE 17C.230-3 BICYCLE PARKING BY USE RESIDENTIAL CATEGORIES					
USE CATEGORIES	SPECIFIC USES	REQUIRED SHORT-TERM BICYCLE PARKING [3]	BASELINE SHORT-TERM BICYCLE PARKING [3]	REQUIRED LONG-TERM BICYCLE PARKING	BASELINE LONG-TERM BICYCLE PARKING
Group Living		1 per 5 residents	2	1 per 2 residents	1
Residential Household Living	Multifamily dwellings of five or more units	1 per 5 units	2	0.5 per unit	1
COMMERCIAL CATEGORIES					
USE CATEGORIES	SPECIFIC USES	REQUIRED SHORT-TERM BICYCLE PARKING [3]	BASELINE SHORT-TERM BICYCLE PARKING [3]	REQUIRED LONG-TERM BICYCLE PARKING	BASELINE LONG-TERM BICYCLE PARKING
Adult Business		1 per 5,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
Commercial Outdoor Recreation		1 per 2 vehicle spaces (whether vehicle parking is required by code or not)	2	1 per 15 vehicle spaces (whether vehicle parking is required by code or not)	1
Commercial Parking [4]		1 per 20 vehicle spaces (whether vehicle parking is required by code or not)	2	1 per 20 vehicle spaces (whether vehicle parking is required by code or not)	1
Drive-through Facility		None	0	None	0
Major Event Entertainment		1 per 20 seats	2	1 per 20,000 sq. ft. of floor area	1

¹ Adapted from the Association of Pedestrian and Bicycle Professionals *Bicycle Parking Guidelines 2nd Edition*.

Office	General Office	1 per 20,000 sq. ft. of floor area	2	1 per 6,000 sq. ft. of floor area	1
	Medical/Dental Office	1 per 8,000 sq. ft. of floor area	2	1 per 13,000 sq. ft. of floor area	1
Quick Vehicle Servicing		1 per 20,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
Retail Sales and Service	Retail, Personal Service, Repair-oriented	1 per 5,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
	Restaurants and Bars	1 per 2,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
	Health Clubs, Gyms, Lodges, Meeting Rooms and similar continuous entertainment, such as Arcades and Bowling Alleys	1 per 2,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
	Temporary Lodging	1 per 20 rentable rooms Additionally: 1 per 4,000 sq. ft. of conference/meeting rooms	2	1 per 20 rentable rooms	1
	Theaters	1 per 20 seats	2	1 per 10,000 sq. ft.	1
	Retail sales and services of large items, such as appliances, furniture and equipment	1 per 10,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
Mini-storage Facilities		2 per development	2	None	0
Vehicle Repair		1 per 20,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
INDUSTRIAL CATEGORIES					
USE CATEGORIES	SPECIFIC USES	REQUIRED SHORT-TERM BICYCLE PARKING [3]	BASELINE SHORT-TERM BICYCLE PARKING [3]	REQUIRED LONG-TERM BICYCLE PARKING	BASELINE LONG-TERM BICYCLE PARKING
Industrial Services, Railroad Yards, Wholesale Sales		4 per development	2	1 per 12,000 sq. ft. of floor area	1

Manufacturing and Production		4 per development	2	1 per 12,000 sq. ft. of floor area	1
Warehouse and Freight Movement		4 per development	2	1 per 12,000 sq. ft. of floor area	1
Waste-related		4 per development	2	1 per 12,000 sq. ft. of floor area	1
INSTITUTIONAL CATEGORIES					
USE CATEGORIES	SPECIFIC USES	REQUIRED SHORT-TERM BICYCLE PARKING [3]	BASELINE SHORT-TERM BICYCLE PARKING [3]	REQUIRED LONG-TERM BICYCLE PARKING	BASELINE LONG-TERM BICYCLE PARKING
Basic Utilities		1 per 20 vehicle spaces (whether vehicle parking is required by code or not)	2	1 per 20 vehicle spaces (whether vehicle parking is required by code or not)	1
Colleges		1 per 10,000 sq. ft. of floor area	2	1 per 20,000 sq. ft. of floor area	1
Community Service		1 per 8,000 sq. ft. of floor area	2	1 per 6,000 sq. ft. of floor area	1
Daycare		1 per 13,000 sq. ft. of floor area	2	1 per 13,000 sq. ft. of floor area	1
Medical Centers		1 per 20,000 sq. ft. of floor area	2	1 per 20,000 sq. ft. of floor area	1
Parks and Open Areas[1] [2]		1-3 amenities= 4 spaces 4-7 amenities= 8 spaces 7-12 amenities= 16 spaces 12+ amenities= 24 spaces Additionally: 1 per 10 vehicle spaces (whether vehicle parking is required by code or not)	2	None	0
Religious Institutions		1 per 20 vehicle spaces (whether vehicle parking is required by code or not)	2	1 per 13,000 sq. ft. of floor area	1
Schools	Grade, Elementary, Junior High	2 per classroom	2	1 per classroom	1
	High School	2 per classroom	2	1 per classroom	1
OTHER CATEGORIES					

USE CATEGORIES	SPECIFIC USES	REQUIRED SHORT-TERM BICYCLE PARKING [3]	BASELINE SHORT-TERM BICYCLE PARKING [3]	REQUIRED LONG-TERM BICYCLE PARKING	BASELINE LONG-TERM BICYCLE PARKING
Agriculture		None	None	None	None
Aviation and Surface Passenger Terminals		None	None	None	None
Detention Facilities		None	None	None	None
Essential Public Facilities		None	None	None	None
Wireless Communication Facilities		None	None	None	None
Rail Lines and Utility Corridors		None	None	None	None

[1] Parks and Open Space amenities, for the purpose of this section, are defined as park facilities such as playgrounds, ball fields, and splash pads. These do not include any natural area amenities such as a habitat viewing station.

[2] Bicycle rack requirements based on amenities should be located near the amenities the racks are intended to serve.

[3] SMC 17C.230.200(C)(1) Bicycle racks designed to accommodate two bicycles, such as an inverted-u rack, are considered two (2) bicycle parking spaces.

[4] Commercial parking may only charge for the use of the long-term bicycle storage.

TABLE 17C.230-4 CENTER AND CORRIDOR ZONE REQUIRED BICYCLE PARKING SPACE FOR ALLOWED USES				
CENTERS AND CORRIDORS USE CATEGORIES	REQUIRED SHORT-TERM BICYCLE PARKING	BASELINE SHORT-TERM BICYCLE PARKING [3]	REQUIRED LONG-TERM BICYCLE PARKING	BASELINE LONG-TERM BICYCLE PARKING
Residential	1 per 5 units	2	0.5 per unit	1
Hotels, including Bed and Breakfast Inns	1 per 20 rentable rooms Additionally: 1 per 4,000 sq. ft. of conference/meeting rooms	2	1 per 20 rentable rooms	1

Commercial, Financial, Retail, Personal Services	1 per 5,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
Eating and Drinking Establishments	1 per 2,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
Restaurants without Cocktail Lounges	1 per 2,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
Professional and Medical Offices	1 per 8,000 sq. ft. of floor area	2	1 per 13,000 sq. ft. of floor area	1
Entertainment, Museum and Cultural	1 per 20 seats or 1 per 10,000 sq. ft. of floor area, whichever is greater	2	1 per 20,000 sq. ft. of floor area	1
Government, Public Service or Utility Structures, Social Services and Education	1 per 8,000 sq. ft. of floor area	2	1 per 6,000 sq. ft. of floor area	1
Religious Institutions	1 per 20 vehicle spaces (whether vehicle parking is required by code or not)	2	1 per 13,000 sq. ft. of floor area	1
Parks and Open Space [1]	1-3 amenities= 4 spaces 4-7 amenities= 8 spaces 7-12 amenities= 16 spaces 12+ amenities= 24 spaces Additionally: 1 per 10 vehicle spaces (whether vehicle parking is required by code or not)	2	None	0
Structured Parking [2]	1 per 20 vehicle spaces (whether vehicle parking is required by code or not)	2	1 per 20 vehicle spaces (whether vehicle parking is required by code or not)	1
Public Parking Lot	1 per 20 vehicle spaces (whether vehicle parking is required by code or not)	2	None	0
Limited Industrial (if entirely within a building)	4 per development	2	1 per 12,000 sq. ft. of floor area	1
Heavy Industrial	4 per development	2	1 per 12,000 sq. ft. of floor area	1
Drive-through Businesses on Pedestrian Streets	2 per development	2	None	0
Motor Vehicles Sales, Rental, Repair or Washing	1 per 10,000 sq. ft. of floor area	2	1 per 4,000 sq. ft. of floor area	1

Automotive Parts and Tires (with exterior storage or display)	1 per 20,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
Gasoline Sales (serving more than six vehicles)	1 per 20,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
Gasoline Sale (serving six vehicles or less)	1 per 20,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
Self-storage or Warehouse	2 per development	2	None	0
Adult Business (subject to chapter 17C.305 SMC special provisions)	1 per 5,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
Winery and Microbreweries	1 per 2,000 sq. ft. of floor area	2	1 per 10,000 sq. ft. of floor area	1
Mobile Food Vending	None	0	None	0
<p>[1] Bicycle rack requirements based on amenities should be located near the amenities the racks are intended to serve.</p> <p>[2] Short-term parking within structured vehicle parking facilities must be on the ground floor and within the structure. There is no requirement for the parking to be in a secured enclosure.</p> <p>[3] SMC 17C.230.200(C)(1) Bicycle racks designed to accommodate two bicycles, such as an inverted-u rack, are considered two (2) bicycle parking spaces.</p>				



Agenda Sheet for City Council Meeting of:

06/05/2023

Date Rec'd	5/15/2023
Clerk's File #	ORD C36388
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING & ECONOMIC DEVELOPMENT
Contact Name/Phone	KEVIN FREIBOTT 6184
Contact E-Mail	KFREIBOTT@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	BUILDING OPPORTUNITY AND CHOICES FOR ALL TIME EXTENSION

Agenda Wording

A five-month extension on the interim zoning ordinance adopted July 18, 2022. This extension would allow the interim zoning ordinance Building Opportunity and Choices for All to remain in effect until December 18, 2023.

Summary (Background)

The interim ordinance allows, among other things, the development of up to four residential units on any residential property in the City. The extension of the interim ordinance is necessary to allow for ongoing work to prepare and adopt a permanent replacement. The replacement ordinance is expected to be adopted by December of 2023.

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

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

Approvals		Council Notifications	
Dept Head	GARDNER, SPENCER	Study Session\Other	Urban Experience: May 8, 2023
Division Director	MACDONALD, STEVEN	Council Sponsor	CMs Cathcart and Wilkerson
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	SMITHSON, LYNDEN	bwhitmarsh@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	smacdonald@spokanecity.org	
Additional Approvals		sgardner@spokanecity.org	
Purchasing		kfreibott@spokanecity.org	
		rbenzie@spokanecity.org	
		jchurchill@spokanecity.org	

Committee Agenda Sheet

Urban Experience

Submitting Department	Planning & Economic Development Department, Community and Economic Development Division
Contact Name & Phone	Kevin Freibott, 625-6184
Contact Email	kfreibott@spokanecity.org
Council Sponsor(s)	Council Member Wilkerson, Council Member Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	2022 Building Opportunity & Choices for All Interim Zoning Ordinance
Summary (Background)	<p>Council passed the Building Opportunity and Choices for All (BOCA) interim zoning ordinance, Ordinance No. C36232, on July 18, 2022 as a rapid response to the housing crisis. The interim zoning ordinance incentivized housing construction by, among other things, allowing for up to four units on residential lots citywide and modifying development and design standards to ensure compatibility of new residential with the existing neighborhood scale and context. In addition, the interim ordinance called upon the City to take the year BOCA was in place to develop a permanent replacement following a comprehensive public engagement process. The development of the permanent replacement to BOCA is currently underway and is expected to be completed in the following months.</p> <p>While significant work has been completed towards developing a permanent replacement to BOCA, more is still to be done to ensure that the replacement is well thought out and considers multiple topics around both the Comprehensive Plan and the Municipal Code. It is anticipated that this work will not be completed and considered by Council for adoption until late this year (2023). Staff anticipates that Council will have proposed Comprehensive Plan Amendments to consider in summer and attendant Municipal Code Amendments to consider in late fall.</p> <p>Because this work will not likely be completed until later in 2023, an extension of BOCA for a period of five months, ending December 2023, would ensure that the important changes made by BOCA do not expire before they can be permanently replaced by new ordinances. No change to the effects or requirements of BOCA is proposed at this time, only an extension to its expiration date.</p> <p>The Growth Management Act (RCW 36.70A.390) allows interim ordinances such as BOCA to be extended, provided that an ordinance extending it is adopted by City Council.</p>
Proposed Council Action & Date:	<p>A proposed Ordinance (attached) extending the Building Choices and Opportunity for All Ordinance (C36232) by five months to December 18, 2023.</p> <p>A Final Reading and Hearing of this proposed ordinance is requested for May 29, 2023.</p>

Fiscal Impact:

Total Cost: \$0

Approved in current year budget? Yes No N/A

Funding Source One-time Recurring N/A

Specify funding source:

Expense Occurrence One-time Recurring N/A

Other budget impacts: None

Operations Impacts

What impacts would the proposal have on historically excluded communities?

This extension would allow staff to complete development of a permanent replacement for BOCA, which includes consideration of changes to policy and code that would, in part, seek to rectify and correct previous policies and code that have contributed to exclusion of certain parts of the community.

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?

This is only a time extension and would not include or require any new or unique data collection.

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

This is only a time extension and would not include or require any new or unique data collection.

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 extension of BOCA will allow completion of work called for in the original BOCA ordinance, the Spokane Housing Action Plan (HAP), the Council Action Memo appended to the HAP, and the Mayor's Proclamation of a Housing Emergency.

ORDINANCE NO C36388

AN ORDINANCE EXTENDING AND RENEWING ORDINANCE C36232, AS AMENDED BY ORDINANCE NO. C36296, AN INTERIM ZONING ORDINANCE CODIFIED IN CHAPTER 17C.400 SMC ESTABLISHING INTERIM ZONING REGULATIONS CONCERNING PERMITTING AND ENCOURAGING THE CONSTRUCTION OF LOW-INTENSITY RESIDENTIAL BUILDINGS IN RESIDENTIAL ZONING DISTRICTS AND MULTI-FAMILY HOUSING IN CENTER AND CORRIDOR ZONING DISTRICTS.

WHEREAS, on July 18, 2022 the City Council adopted Ordinance No. C36232, an interim zoning ordinance, to implement actions specified in RCW 36.70A.600(1), and adopting Chapter 17C.400 SMC to increase residential building capacity; and

WHEREAS, on October 24, 2022 the City Council adopted Ordinance No. C36296, amending SMC 17C.400.010 and 17C.400.030 to clarify requirements for airport overlay zones and the siting of parking facilities in relation to streets and residential structures, and declaring an emergency; and

WHEREAS, Ordinance No. C36232, as amended, is currently effective until July 18, 2023; and

WHEREAS, RCW 36.70A.390 authorizes the City to renew interim zoning ordinances adopted for one or more six-month periods if subsequent public hearings are held and findings of fact are made prior to each renewal; and

WHEREAS, pursuant to RCW 36.70A.390, a work plan was initiated to study the interim zoning ordinance and to provide time for public engagement and refinement of regulations before adopting permanent changes to the comprehensive plan and Title 17C SMC; and

WHEREAS, work is underway to comply with the aforementioned work plan and more time is required to prepare proposed permanent amendments asked for by the work plan and interim zoning ordinance; Now, Therefore,

The City of Spokane does ordain:

Section 1. Findings of Fact. The preambles to Ordinance No. C36232, Ordinance No. C36296, and to this Ordinance are adopted as the City Council's findings of fact in support of the above-mentioned interim zoning regulations and the extension adopted herein.

Section 2. Interim Zoning Ordinance Extension. The interim zoning ordinance, as amended, which is codified in Chapter 17C.400 SMC shall be extended a period of five-months (effective until December 18, 2023), unless amended or cancelled by a new ordinance adopted by the City of Spokane. No other amendments to Chapter 17C.400 SMC are proposed at this time.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

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:**

06/05/2023

Date Rec'd

5/22/2023

Clerk's File #

ORD C36389

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**COUNCIL MEMBER X6257
CATHCART**Project #****Contact E-Mail**

MCATHCART@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**0320 - BALLOT PROPOSITION AMENDING THE CITY COUNCIL REDISTRICTING
PROCESS**Agenda Wording**

An ordinance submitting a ballot proposition to the voters of the City of Spokane amending the city council redistricting process by adding a new section 62 to Article VII and repealing sections 59 and 60 of the Spokane City Charter.

Summary (Background)

Spokane's redistricting process must be fair, reasonable and without bias. As such, the process for Council redistricting must also be open and transparent, allowing for meaningful public engagement and time for the public to provide feedback on the proposed redistricting plan, and the proposed commission to act appropriately based on input.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BYRD, GIACOBBE

Study Session\Other

04/17/2023 F&A

Division Director**Council Sponsor**

CM Cathcart & CM Bingle

Finance**Distribution List****Legal**

mcathcart@spokanecity.org

For the Mayor

sblackwell@spokanecity.org

Additional Approvals

jbingle@spokanecity.org

Purchasing

Committee Agenda Sheet

Finance & Administration Committee

Submitting Department	City Council
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org / x6224
Council Sponsor(s)	CM Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Charter Amendment on Redistricting
Summary (Background) *use the Fiscal Impact box below for relevant financial information	An ordinance submitting a ballot proposition to the voters of the City of Spokane amending the city council redistricting process by adding a new section 62 to Article VII and repealing sections 59 and 60 of the Spokane City Charter.
Proposed Council Action	F&A – 4/17, Council Action May 8
Fiscal Impact	
Total Cost: <u>N/A</u>	
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: Not Required	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) None	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
It's important that citizens have the ability to weigh in on decennial redistricting, considering it is one of the essential public processes in our local government. Spokane's redistricting process must be fair, reasonable and without bias. As such, the process for Council redistricting must also be open and transparent, allowing for meaningful public engagement and time for the public to provide feedback on the proposed redistricting plan, and the proposed commission to act appropriately in the interest of all citizens based on input.	
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?	
This is a ballot proposition to the voters of the City of Spokane.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
This is a ballot proposition to the voters of the City of Spokane.	

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 ballot proposition to the voters of the City of Spokane amends the current city council redistricting process.

ORDINANCE NO. C36389

An ordinance submitting a ballot proposition to the voters of the City of Spokane amending the city council redistricting process by adding a new section 62 to Article VII and repealing sections 59 and 60 of the Spokane City Charter.

WHEREAS, RCW 29A.76.010 provides in part that the City is responsible to periodically redistrict its election districts based on population data from the most recent federal decennial census; and

WHEREAS, pursuant to RCW29A.76.010 (3) (b) the City must prepare, by November 15 of each year ending in one, a plan for redistricting its districts consistent with the criteria set forth in RCW 29A.76.010 (4); and

WHEREAS, pursuant to Section 60 of the City Charter, a decennial districting board is established during the year of state and federal redistricting to accomplish city council redistricting; and

WHEREAS, the People of Spokane wish to avoid unnecessary ambiguities in the current City Charter provisions that regulate the redistricting process in the City of Spokane

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Article VII, Section 59, of the City Charter of the City of Spokane is hereby repealed.

Section 2. That Article VII, Section 60, of the City Charter of the City of Spokane is hereby repealed.

Section 3. That Article VII of the City Charter of the City of Spokane shall be amended by adding a new section to read as follows:

Article VII, Section 62 – Citizen Led Council Redistricting

A decennial districting commission comprised of seven commissioners shall be appointed no later than May 1 in the year of county, state and federal redistricting to accomplish city council redistricting.

A. Membership Appointments

1. The City, through the Plan Commission, shall seek candidates for the districting commission. The Plan Commission shall confirm that interested candidates are qualified for membership on the districting commission under Section B and not

otherwise prohibited from serving as members under Section C. The Plan Commission shall deliver a list of qualified candidates to the Mayor and City Council, including in the list the City Council districts in which each candidate lives and information confirming qualification for membership. All Plan Commission proceedings regarding interested candidates shall be open to the public.

2. From the pool of qualified candidates, the Mayor shall select and appoint three (3) commissioners, one from each City Council district. These appointments shall not be subject to City Council approval.
3. From the pool of qualified candidates, the City Council, by majority vote, shall select and appoint three (3) commissioners, one from each City Council district. These appointments shall not be subject to Mayoral veto.
4. No later than 30 days following the final appointment to the districting commission, the six (6) appointed members shall select by affirmative majority plus one vote, a seventh non-voting member who will act as chairperson and preside over meetings of the districting commission.
5. If no chairperson is selected within 30 days, the City Plan Commission, by majority vote, shall appoint the non-voting chairperson.
6. A vacancy on the districting commission shall be filled by the authority who made the initial appointment, or their successor, within fifteen days after the vacancy occurs.

B. Membership Qualifications

1. Candidates must be a current resident of the City of Spokane and have maintained that primary residence for a minimum of two consecutive years.
2. Candidates must be registered to vote

C. Membership Prohibitions

1. Candidates cannot have been a registered lobbyist in the State of Washington within two years prior to selection or one year following the end of membership.
2. Candidates cannot hold or be within two years removed of holding any elective office other than Precinct Committee Officer.
3. Candidates cannot campaign for any elective office other than Precinct Committee Officer, or actively participate in, contribute to, or fundraise for any political campaign of any candidate for local, state, or federal office while a member of the districting commission.
4. Candidates may not seek election or appointment to a City Council position for two years after the effective date of the districting plan.

D. Redistricting Considerations

The redistricting plan shall be consistent with Washington state law pertaining to the criteria for redistricting city council district boundaries, including the following criteria.

1. Each council district shall be as nearly equal in population as possible to each

and every other district within the City.

2. Each district shall be as compact as possible.
3. Each district shall consist of geographically contiguous area. *Land areas may be deemed contiguous if they share a common land border or are connected by a highway or bridge. Areas separated by geographical boundaries or artificial barriers that prevent transportation within a district should not be deemed contiguous.*
4. Consistent with RCW 29A.76.010(4)(d), as may be amended from time, to time, population data may not be used for purposes of favoring or disfavoring any racial group or political party.
5. To the extent feasible, the Council district boundaries shall coincide with existing recognized natural boundaries.
6. To the extent possible, the Council district boundaries shall preserve existing communities of related and mutual interest, including shared cultural, social, or economic characteristics.

E. Redistricting Procedures

1. The districting commission shall convene a minimum of five public hearings throughout the City to receive written and oral comments and to accept proposed districting plans from the public. The districting commission shall only consider those plans which are submitted by individual city residents.
2. The meetings and materials of the districting commission shall be transparent and publicly accessible including online video streaming and archiving for the broadest possible public access. The commission shall prepare and publicize its minutes within 21 days of any meeting.
3. The City Council shall by ordinance appropriate such funds as may be reasonably needed for the Commission to conduct its business. The commission may employ within its budget authority any necessary experts, consultants, and attorneys not employed by the City to carry out its duties as established in this Charter.
4. The districting commission shall utilize the most recent available census information and guidelines for districting as established in RCW 44.05.090, as applicable.
5. No later than August 1, the districting commission shall select five preliminary districting plans for a final public review and comment. The Commission shall allow a period of at least 30 days for public review and comment of preliminary districting plans.

F. Final Plan Adoption

1. No later than October 1st, the districting commission shall adopt by affirmative majority plus one vote a final districting plan from the five districting plans selected for public review and comment, which will be transferred to the City Council along with a published report that will minimally include, (a) population for every district; (b) an explanation of the criteria used in developing the plan

with a justification of any deviation in a district from the average district population; (c) a map of all the districts.

2. Upon receipt of the Commission of its proposed redistricting plan, the City Council shall consider whether to adopt the proposed districting plan. Any approval of the proposed districting plan must be approved by four affirmative votes of the City Council. The City Council may not revise the proposed districting plan or adopt any plan not previously prepared by the Commission.
3. Upon adoption by the city council, the proposed districting plan shall be submitted to the clerk of the city council who shall forward the district plan to the Spokane County Auditor. The districting plan shall become effective upon filing and the districting commission shall be relieved of any further duties and disbanded.
4. If the districting commission's proposed plan is not approved by a four affirmative votes from the City Council, the proposed districting plan shall be remanded back to the districting commission to consider changes as expeditiously as possible.
5. A final plan must be adopted by the City Council by November 15 in the year of county, state and federal redistricting to accomplish city council redistricting or as otherwise provide for by state law.
6. In the event that no plan is adopted by the date established in this charter, the previously adopted districting plan shall remain in effect, so long as such existing districting plan complies with state law.

G. Modified Districting

1. A modified council districting plan may be established only within the fifth year of the decennial districting cycle. Should the City Council determine by four affirmative votes that consideration of a modified districting plan is warranted, including for population adjustment, a districting commission shall be established pursuant to the provisions of this charter section. The districting commission shall follow the same process for a modified redistricting plan as it would follow for the decennial redistricting plan.
2. The City shall also establish a districting commission within the fifth year of decennial districting cycle upon submission of a valid citizens petition that conforms to all requirements of the SMC and is signed by registered and qualified electors of the City equal to one percent of the number of votes cast at the last preceding general municipal election
3. Land that is annexed to the City subsequent to modifications of district boundaries pursuant to a district plan shall be assigned to the city council district that is most contiguous with the annexed land. At its discretion, the city council may take legislative action to assign annexed land to a district in the event the annexed land is contiguous to more than one council district.

H. Oath of Office

Before serving on the commission every person shall take and subscribe an oath to faithfully perform the duties of that office.

I. Challenges to plan

After the plan takes effect, any registered voter residing with the City of Spokane may file a petition with Superior Court challenging the plan. After a modification to the redistricting plan takes effect, any registered voter may file a petition with Superior Court challenging the amended plan. The petition to Superior Court shall comply with the requirements of state law regarding judicial review of redistricting plans.

Section 4. That this ordinance be submitted to the voters of the City of Spokane for their approval or rejection at a special election to be held November 7, 2023, in conjunction with the scheduled general election, as the following proposition:

CITY OF SPOKANE

PROPOSITION NO. _____

Amendment to the City Charter Regarding City Council Redistricting Process

[placeholder] This proposition will amending the city council redistricting process by adding a new section 62 and repealing sections 59 and 60 of the City Charter as set forth in Ordinance No. C-_____.

Shall this measure be enacted into law?

Yes.....

No.....

Section 4. Severability

If any provision of this charter amendment or its application to any person or circumstance is held invalid, the remainder of the amendment or the application of the provision to other persons or circumstances is not affected.

Section 5. Effective Date

This ordinance, if approved by the voters, shall take effect and be in full force upon the issuance of the certificate of election by the Spokane County Auditor’s Office.

PASSED by the City Council on _____.

Council President

Attest:

City Clerk

Mayor

Approved as to form:

Assistant City Attorney

Date

Effective Date



Agenda Sheet for City Council Meeting of:

06/05/2023

Date Rec'd	5/17/2023
Clerk's File #	ORD C36390
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	DEVELOPMENT SERVICES CENTER
Contact Name/Phone	DEAN GILES 6121
Contact E-Mail	DGILES@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	4700 PERMIT EXPIRATION TIME LIMIT

Agenda Wording

Ordinance extending the expiration time limits of building permits.

Summary (Background)

A large number of permits are not completed within the 360 day permit validity time, so requests for extension are frequent and time consuming (for both the Permit Team representative and the Building Official, who must review and approved/deny the request). These proposed change to 2 years will simplify the process. The additional time granted is expected to greatly reduce the number of permit extension requests. The end result will be less time spent by the Permit Team on verification of dates

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

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

Approvals		Council Notifications	
Dept Head	PALMQUIST, TAMI	Study Session\Other	UE Committee 4/10/2023
Division Director	PALMQUIST, TAMI	Council Sponsor	CM'S Bingle and Cathcart
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	HARRINGTON, MARGARET	dgiles@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	dscadmin@spokanecity.org	
Additional Approvals		tpalmquist@spokanecity.org	
Purchasing		dgmurphy@spokanecity.org	

Committee Agenda Sheet

Select Committee Name

Submitting Department	Development Services Center
Contact Name	Dean Giles
Contact Email & Phone	dgiles@spokanecity.org , 509.625.6121
Council Sponsor(s)	CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Expiration of Building Permits
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>A large number of permits are not completed within the 360 day permit validity time, so requests for extension are frequent and time consuming (for both the Permit Team representative and the Building Official, who must review and approved/deny the request).</p> <p>These proposed change to 2 years will simplify the process. The additional time granted is expected to greatly reduce the number of permit extension requests. The end result will be less time spent by the Permit Team on verification of dates, and fewer extension requests which need to be processed.</p>
Proposed Council Action	Approval of Proposed Amendment
Fiscal Impact	
Total Cost: <u>No cost impacts expected</u>	
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: Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? none	
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? We do not collect data on disparities	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? The number of permit extension requests may be compared against previous year totals	
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 Plan Commission found this proposal to be consistent with the Comprehensive Plan

ORDINANCE NO. C36390

An ordinance relating to the building code; amending SMC section 17G.010.030, Expiration of Building Permits

Section 17G.010.030 Expiration of Building Permits

- A. Every permit issued by the building services department under the provisions of this code will expire by limitation and become null and void if the work authorized by such permit is not commenced within one hundred eighty days from the date of such permit. Evidence of commencement would be an inspection entry on an issued permit or verification via a physical site visit by ~~((a building department inspector))~~ the Building Official or their representative. ~~((Before such work can be recommenced, a new permit must be first obtained, and the fee therefore is as provided in SMC 8.02.031(U) so long as no changes have been or will be made in the original plans and specifications for such work. The building official is authorized to grant, in writing, one or more extensions of time for periods not more than one hundred eighty days each. The extension shall be requested in writing and justifiable cause demonstrated and shall be presented to the building official _____ prior _____ to _____ permit _____ expiration.))~~
- B. Issued permits in which work has commenced within one hundred eighty days of issuance are valid for ~~((three hundred sixty five days))~~ two calendar years from issuance date.
- C. Courtesy Notices are sent in the mail to permit holders at least thirty days or more prior to the first expiration date telling the permit holder to call for inspections or request for extensions if additional time is needed. If the permit holder fails to obtain the necessary inspections or request extensions by the permit expiration date, the work will be presumed to be abandoned and the permit will expire by default.
- D. A permittee holding an unexpired permit may apply for an extension of the time within which he may commence work under that permit when he is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding one hundred eighty days upon written or verbal request by the permittee identifying the circumstances necessary for the extension request.
- E. In order to renew action on a permit after expiration, the permittee must pay a new permit fee. Guidelines in SMC 8.02.031(U) will be followed.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING TEXT AMENDMENTS TO EXPIRATION OF BUILDING PERMITS.**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the Spokane Municipal Code proposed by Development Services. The proposal amends the Unified Development Code (UDC) Section 17G.010.030, Expiration of Building Permits.

FINDINGS OF FACT:

- A. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act (GMA) as set forth in RCW 36.70A, including an economic development element meeting the requirements of RCW 36.70A.070(7).
- B. RCW 36.70A.600 encourages the City to take several actions to increase its residential building capacity including by adopting permit process improvements where it is demonstrated that the code, development regulation, or ordinance changes will result in a more efficient permit process for customers.
- C. On July 26, 2021, Resolution 2021-0062 adopted the City of Spokane Housing Action Plan as a guide for future housing planning, policy development, and regulatory and programmatic implementation measures that increase housing options that are affordable and accessible for people and families of all incomes in the City; including strategy A3-continue to streamline and simplify changes to the City's permit process, as necessary.
- D. The proposed text amendments simplify the building permit process by extending the timeframes of valid permits (from 365 days to two calendar years) to reduce the number of permit extension requests. Most construction projects are completed within two years of the building permit being issued. Processing permit extension requests are time-consuming for both the Permit Team representative and the Building Official, who must review and approve/deny the request.
- E. The amendments to building permit expiration are procedurally exempt from SEPA review per WAC 197-11-800(19).
- F. February 22, 2023, Plan Commission held a workshop discussing the proposed text amendments.
- G. The proposed text amendments were reviewed pursuant to the process established under RCW 36.70A.370 to ensure that the proposed changes will not result in an unconstitutional taking of private property.
- H. A legal notice of public hearing was published in the *Spokesman-Review* on March 8, 2023, and March 15, 2023.
- I. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.

Findings of Fact, Conclusion, and Recommendation

- J. The Plan Commission held a public hearing on March 22, 2023, to obtain public comments on the proposed amendments. No comments were received.
- K. During deliberations held on March 22, 2023, the Plan Commission discussed a motion to recommend the proposed text amendments to City Council. This motion passed unanimously.
- L. The Spokane Plan Commission finds that the proposed text amendments meet the decision criteria established in SMC 17C.025.010(G).

CONCLUSIONS:

Based upon the draft text amendments, SEPA review, agency and public comments received, and public testimony presented, the Spokane Plan Commission makes the following conclusions with respect to text amendments to Expiration of Building Permits:

- 1. The Plan Commission finds that the proposed amendments bear a substantial relation to the public health, safety, welfare, and protection of the environment pursuant to the requirements outlined in SMC 17G.025.010(G).
- 2. Interested agencies and the public have had opportunities to participate throughout the process and persons desiring to comment were given an opportunity to comment.
- 3. A SEPA review was completed for the proposal, and pursuant to WAC 197-11-800(19) is determined to be procedurally exempt.
- 4. The Plan Commission finds that the proposed amendments are consistent with the applicable provisions of the Comprehensive Plan, particularly the following adopted goals and policies:
 - a. Housing Goal H 1 – Housing Choice and Diversity
 - b. Housing Policy H 1.14 – Building, Fire, Infrastructure, and Land Use Standards
 - c. Economic Development Goal ED 7 – Regulatory Environment and Tax Structure
 - d. Economic Development Policy ED 7.6 – Development Standards and Permitting Process

RECOMMENDATION:

In the matter of the ordinances pertaining to expiration of building permits, amending the Unified Development Code of the City of Spokane.

As based on the above listed findings and conclusions, by unanimous vote of, the Spokane Plan Commission takes the following actions:

- 1. Recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Section 17G.010.030.
- 2. Authorizes the President to prepare and sign on the Commission's behalf a written decision setting forth the Plan Commission's findings, conclusions, and recommendations on the proposed amendments.

Greg Francis

[Greg Francis \(Mar 28, 2023 11:06 PDT\)](#)

**Greg Francis, President
Spokane Plan Commission**

Mar 28, 2023

Plan Commission findings and conclusions - expiration of building permits

Final Audit Report

2023-03-28

Created:	2023-03-28
By:	Ryan Benzie (rbenzie@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAARaOYI9s1ACliVYm5pgUWsJMg14qMy-eK

"Plan Commission findings and conclusions - expiration of building permits" History

 Document created by Ryan Benzie (rbenzie@spokanecity.org)


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 Email viewed by gfrancis@spokanecity.org

2023-03-28 - 6:06:05 PM GMT

 Signer gfrancis@spokanecity.org entered name at signing as Greg Francis

2023-03-28 - 6:06:33 PM GMT

 Document e-signed by Greg Francis (gfrancis@spokanecity.org)

Signature Date: 2023-03-28 - 6:06:35 PM GMT - Time Source: server

 Agreement completed.

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