

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 July 10, 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 July 10, 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: 2499 621 8525; 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, July 10, 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, JULY 10, 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

- | | | | |
|----|--|---------|------------------------------|
| 1. | 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. (Deferred from June 12, 2023, Agenda) (Council Sponsors: Council Members Cathcart and Bingle)
Tom Williams | Approve | OPR 2023-0246 |
| 2. | Five-year Value Blanket with HASA, Inc. (Saugus, CA) to supply sodium hypochlorite on an as-needed basis to the Riverside Park Water Reclamation Facility from August 1, 2023, to July 31, 2028—\$1,850,820. (Council Sponsor: Council Member Kinnear)
Kyle Arrington | Approve | OPR 2023-0664
ITB 5903-23 |
| 3. | Public Works Agreement with McKinstry Co. LLC (Spokane) for HVAC repairs at the Riverside Park Water Reclamation Facility from June 1, 2023, to | Approve | OPR 2023-0665 |

May 31, 2024—\$164,335 (plus tax, if applicable).
(Council Sponsor: Council Member Kinnear)

Kyle Arrington

- | | | | |
|-----|---|---------|------------------------------|
| 4. | Pre-approval to purchase four to five used vehicles to be used by the Police Department to fill in the gap due to long lead times waiting for the new K-8 Police Interceptors—not to exceed \$160,000. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2023-0666 |
| | Rick Giddings | | |
| 5. | Acceptance of fiscal year 2022 Continuum of Care Program awards from the U.S. Department of Housing and Urban Development and approval to enter into subrecipient agreements with the awarded grantees—\$4,359,643. (Council Sponsors: Council Members Kinnear and Bingle) | Approve | OPR 2023-0667 |
| | Kimberly Babb | | |
| 6. | Recommendation to list the Alex & Fanny Ritter House, 702 W 21st Avenue, on the Spokane Register of Historic Places. (Council Sponsors: Council Members Kinnear and Wilkerson) | Approve | OPR 2023-0668 |
| | Megan Duvall | | |
| 7. | Low Bid of Power City Electric, Inc. (Spokane) for the Division Pedestrian Hybrid Beacons project—\$1,185,725.13. An administrative reserve of \$118,572.51, which is 10% of the contract, will be set aside. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2023-0669
ENG 2021071 |
| | Dan Buller | | |
| 8. | Low Bid of DW Excavating Inc. (Davenport, WA) for the Northeast Force Main project—\$1,190,792 (plus tax). An administrative reserve of \$119,079.20 (plus tax), which is 10% of the contract price, will be set aside. (Council Sponsor: Council Member Kinnear) | Approve | OPR 2023-0670
ENG 2020080 |
| | Dan Buller | | |
| 9. | Low Bid of Halme Construction, Inc. (Spokane) for the South Gorge Trail Connection project—\$2,529,036. An administrative reserve of \$252,903.60, which is 10% of the contract price, will be set aside. (Peaceful Valley/Riverside Neighborhoods) (Council Sponsor: Council Member Kinnear) | Approve | OPR 2023-0671
ENG 2018097 |
| | Dan Buller | | |
| 10. | Low Bid of WM Winkler Company (Spokane) for the Garland Avenue Pathway Shaw Middle School project—\$1,321,359.25. An administrative reserve of \$132,135.93, which is 10% of the contract, will be set aside. (North Hill Neighborhood). (Council Sponsor: Council Member Kinnear) | Approve | OPR 2023-0672
ENG 2021084 |
| | Dan Buller | | |

- 11. Public Works Contract with Clearwater Summit Group (Spokane) for the site preparation, installation of a new irrigation system and new landscaping, and initial maintenance of such at the Indian Trail Water Tower—\$82,825.72 (\$75,296.11 plus 10% administrative reserve). (Council Sponsors: Council Members Kinnear and Bingle) **Approve** OPR 2023-0673
IPWQ 5879-23
Loren Searl
- 12. Report of the Mayor of pending: **Approve**
 - 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 \$_____ **CPR 2023-0002**
 - b. 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 \$_____ **CPR 2023-0002**
CPR 2023-0003
 - c. Payroll claims of previously approved obligations through_____, 2023: \$_____
- 13. City Council Meeting Minutes: _____, 2023. **Approve & Authorize Payments** **CPR 2023-0013**

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36406 amending Ordinance No. C36345 passed by the City Council December 12, 2022, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Various Funds to make grade and associated pay range changes for various positions (as more specifically described in the ordinance).

(This action arises from the need to adjust pay ranges to align with salary analysis.) (Council Sponsors: Council President Beggs and Member Wilkerson)

David Moss

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2023-0043 (To be considered under Special Considerations Item S1.b.)

The following item was deferred from the Special Legislative Session on Thursday, June 29, 2023 (RES 2023-0051):

RES 2023-0051 Stating the Spokane City Council's position on the appointment of the current candidate serving in an interim capacity as the Interim City Attorney. (Council Sponsors: Council President Beggs and Council Member Zappone)

Council President Beggs

RES 2023-0052 Affirming Spokane Public Library and partnering community organizations shall incur no costs associated with traffic control when closing down Spokane Falls Boulevard for events. (Council Sponsors: Council President Beggs and Council Member Zappone)

Council Member Zappone

RES 2023-0053 Approving the appointment of _____ as the Manager of Sustainability Initiatives for the Spokane City Council. (Council Sponsors: Council President Beggs and Council Member Kinneary)

Council President Beggs

RES 2023-0054 Establishing the Municipal Criminal Justice Coordinating Subcommittee of the Public Safety and Community Health Committee. (Council Sponsors: Council President Beggs and Council Member Zappone)

Council President Beggs

RES 2023-0055 Approving installation of automated traffic safety cameras and other matters related thereto. (Council Sponsors: Council President Beggs and Council Member Zappone)

Abigail Martin

RES 2023-0056
OPR 2023-0674 Regarding allocation of funds from infractions issued with automated traffic safety cameras for traffic calming measures and adopting a "Budget Grant Agreement" to govern the allocation, use and invoicing of a portion of the Traffic Calming Funds by the Spokane Police Department until such time as the dedicated additional funds are exhausted. (Council Sponsors: Council President Beggs and Council Member Zappone)

Abigail Martin

RES 2023-0057 Regarding allocation of funds from infractions issued with automated traffic safety cameras for traffic calming measures. (Establishes the timing and criteria for allocation of Traffic Calming Measure Funds for

the years 2022-2025.) (Council Sponsors: Council President Beggs and Council Member Zappone)

Abigail Martin

RES 2023-0058 Approving the appointment of Dan Buller as the Director of Engineering Services for the City of Spokane. (Council Sponsors: Council Members Kinnear and Bingle)

David Moss

RES 2023-0059 Approving the appointment of Marcia Davis as the Director of Integrated Capital Management for the City of Spokane. (Council Sponsors: Council Members Kinnear and Bingle)

David Moss

ORD C36166 Vacating Perry Street between the north line of Hartson Avenue and the south line of Celesta Avenue. (First Reading held January 24, 2022) (Council Sponsor: Council Member Wilkerson)

Eldon Brown

ORD C36389 (To be considered under Special Considerations Item S1.a.)

ORD C36391 (To be considered under Hearings Item H2.)

ORD C36392 (To be considered under Hearings Item H3.)

ORD C36400 Relating to parking municipal codes amending SMC sections 08.02.083, 16A.04.100, 16A.05.060, 16A.05.220, 16A.05.280, 16A.05.310, 16A.05.460, 16A.07.040, 16A.07.080; and adding new section 16A.05.155 to chapter 16A.05 of the Spokane Municipal Code and setting an effective date.

(Council Sponsors: Council Members Zappone and Kinnear)

Luis Garcia

ORD C36401 Relating to the Sales and Use Tax for Housing and Housing-Related Supportive Services; amending Spokane Municipal Code Sections 08.07C.030 and 08.07C.050. (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Nicolette Ocheltree

ORD C36402 Relating to the establishment of a process to consider and act upon community members' concerns regarding City-owned property; adopting a new chapter 18.10 to Title 18 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Stratton)

Alex Gibilisco

ORD C36403 Establishing the motto of the City of Spokane and adopting a new section SMC 01.03.030. (Council Sponsors: Council President Beggs and Council Member Wilkerson)

Alex Gibilisco

ORD C36404 Adopting policy standards for broadband infrastructure expansion. (Council Sponsors: Council President Beggs and Council Member Cathcart)

Eric Finch

Request motion to defer ORD C36405 to the July 17, 2023, Agenda:

ORD C36405 Concerning parking regulations for housing, exempting minimum parking space requirements for certain residential developments; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program. (Council Sponsors: Council Members Zappone and Bingle)
Council Members Bingle and Zappone

FIRST READING ORDINANCES

ORD C36407 Concerning the use of automated traffic safety cameras, extending the termination date for authorization to use automated traffic safety cameras, expanding the use of said cameras to school walk areas, public park speed zones, and hospital speed zones, and amending sections 16A.64.220 and 16A.64.260 of the Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Zappone)
Abigail Martin

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

RECOMMENDATION

- | | | | |
|-------|---|---------------------------------|---------------|
| S1.a. | Final Reading Ordinance 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) (Deferred from June 26, 2023, Agenda)
Council Member Cathcart | Pass Upon
Roll Call
Vote | ORD C36389 |
| b. | Resolution 2023-0043 requesting the Spokane County Auditor to hold a special election in conjunction with the scheduled general election on November 7, 2023, to submit to the electors of the City of Spokane a proposition regarding amendments to the Spokane City Charter adding a new section 62 and repealing sections 59 and 60, all relating to the City Council redistricting process. (Council Sponsors: Council Members Cathcart and Bingle) (Deferred from June 26, 2023, Agenda)
Council Member Cathcart | Adopt
Upon Roll
Call Vote | RES 2023-0043 |

HEARINGS

RECOMMENDATION

- H1. a. Hearing regarding Proposed Initiative 2023-4 petition signatures filed on behalf of Brian Hansen, petitioner, regarding prohibiting encampments near schools, parks, playgrounds, and child care facilities. Council Decision LGL 2023-0027
- b. First Reading Ordinance C36408 regarding prohibiting encampments near schools, parks, playgrounds, and child care facilities. Further Action Deferred ORD C36408

Terri Pfister

Request motion to substitute previously filed version with updated revised version of ORD C36391:

- H2. Final Reading Ordinance C36391 relating to the regulation of short-term rentals; amending Spokane Municipal Code (SMC) Sections 17C.316.010, 17C.316.020, 17C.316.030, 17C.316.040, 17C.316.050, 17C.316.060, and 17C.316.070; and setting an effective date. (Council Sponsors: Council President Beggs and Council Member Kinnear) Pass Upon Roll Call Vote ORD C36391

Amanda Beck

Request motion to substitute previously filed version with updated revised version of ORD C36392:

- H3. Final Reading Ordinance C36392 relating to fees on short-term rentals and short-term rental platforms; amending Spokane Municipal Code (SMC) Sections 08.02.034, 08.02.066, and 08.08.010; adopting a new section 08.02.090 to chapter 08.02 of the Spokane Municipal Code; and setting an effective date. (Council Sponsors: Council President Beggs and Council Member Kinnear) Pass Upon Roll Call Vote ORD C36392

Amanda Beck

**Motion to Approve Advance Agenda for July 10, 2023
(per Council Rule 2.1.2)**

ADJOURNMENT

The July 10, 2023, Regular Legislative Session of the City Council is adjourned to July 17, 2023.

NOTE: The July 17, 2023, 6:00 p.m. Legislative Session will be a Town Hall Session for the following neighborhoods: Audubon/Downriver, Browne’s Addition, Comstock, East Central, Emerson Garfield, Lincoln Heights, Northwest, North Hill, and West Central. All Town Hall Sessions in 2023 will be held in City Council Chambers at City Hall.

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 Risk Management at 509.625.6221, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or mLOWmaster@spokanecity.org. Persons who are deaf or hard of hearing may contact risk Management 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:

07/10/2023

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 _____, 2022 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.

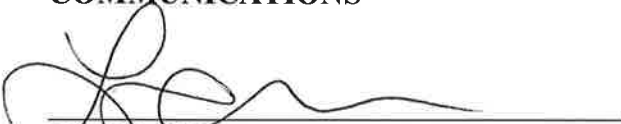
13. AUDIT / RECORDS. PROVIDER shall provide the RECIPIENT's City Administrator or designee performance statistics regarding call time, transfer to dispatch, dispatch of units for SERVICES provided to the RECIPIENT in the same substance and format as provided to any member of the PROVIDER'S Governing 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:
07/10/2023

Date Rec'd	6/14/2023
Clerk's File #	OPR 2023-0664
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	KYLE 625-4647	Project #	
Contact E-Mail	KARRINGTON@SPOKANECITY.ORG	Bid #	ITB-5903-23
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4320 VALUE BLANKET TO HASA INC. TO SUPPLY SODIUM HYPOCHLORITE		

Agenda Wording

Consent to award 5-year value blanket to HASA, Inc. to supply sodium hypochlorite on an as needed basis to RPWRF for the period beginning August 1, 2023, and terminating on July 31, 2028.

Summary (Background)

Sodium hypochlorite is used for disinfecting the effluent water prior to discharging treated water to the river. To disinfect the effluent water from RPWRF, it is necessary to add liquid sodium hypochlorite. ITB 5903-23 was issued to enable us to procure this necessary product on an as needed basis. HASA, Inc. was the lowest responsive, responsible bidder.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense	\$ 1,850,820.00	Budget Account	# 4320.43260.35148.53203
Select	\$		#
Select	\$		#
Select	\$		#

Approvals

Dept Head	ARRINGTON, KYLE
Division Director	MILLER, KATHERINE E
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON,
For the Mayor	PERKINS, JOHNNIE

Council Notifications

Study Session\Other	PIES 6/26/23
Council Sponsor	CM Kinnear

Distribution List

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seweraccounting@spokanecity.org
Scottellis@Hasapool.com
jeckhart@spokanecity.org

Additional Approvals

Purchasing	PRINCE, THEA
-------------------	--------------



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Kyle Arrington
Contact Email & Phone	karrington@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 five (5) year value blanket contract to supply sodium hypochlorite to HASA, Inc.
Summary (Background)	<p>ITB 5903-23 was issued to enable us to procure this necessary product on an as needed basis.</p> <p>Sodium hypochlorite is used for disinfecting the effluent water prior to discharging treated water to the river. To disinfect the effluent water from RPWRF, it is necessary to add liquid sodium hypochlorite.</p> <p>The contract shall be with HASA, Inc. for a five-year period beginning August 1, 2023, and terminating on July 31, 2028</p>
Proposed Council Action	Council consent agenda July 10 th , 2023
<p>Fiscal Impact</p> <p>Total Cost: <u>\$1,850,820.00</u></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 type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: Department's Operating Budget</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>There will be no disproportionate impacts to historically excluded communities.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A: The proposed expenditure is for critical utility infrastructure and our NPDES permit.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?</p> <p>N/A: The proposed expenditure is for critical wastewater treatment.</p>	
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>This aligns with our current Purchasing Policy guidelines. ITB 5903-23 was issued and HASA, Inc. was the lowest responsive, responsible bidder.</p>	



CITY OF SPOKANE

Nelson Purchasing Team
 SPOKANE, WA
 PHONE 509 625 6527

ITB 5903-23 Sodium Hypochlorite Solution, As Needed Value Blanket

Quantities shown on "Pricing Tab" are estimates only and are not to be construed as firm or guaranteed. Quantities are estimates only and are given for the purpose of comparing bids on a uniform basis. Unit Pricing SHOULD NOT include tax.

VENDOR		HASA, Inc.		Olin Corporation		Cascade Columbia Distribution Co		JCI Jones Chemical Inc		Jennifer Perras	
Item	Annual Estimated Quantity, More Or Less	Unit Price Per Pound	Extended Price	Unit Price Per Pound	Extended Price	Unit Price Per Gallon	Extended Price	Unit Price Per Pound	Extended Price	Unit Price Per Pound	Extended Price
Sodium Hypochlorite Solution. Unit Price Per Gallon is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Unit Price Should Not Include Tax. Pricing would be firm throughout the first year of contract. Pricing Adjustments can be requested on the anniversary of the award with justification. Stated Quantity of 654,000 gallons is based on an annual estimated qty of 218,000 gallons.	654000 gallons	\$2.83	\$1,850,820	\$2.87	\$1,876,980	\$2.93	\$1,916,220	\$2.3819	\$1,557,763	No Bid Response Received	
Subtotal		\$1,850,820.00		\$1,876,980.00		\$1,916,220.00		\$1,557,762.60			
Tax 9%		\$166,573.80		\$168,928.20		\$172,459.80		\$140,198.63			
Extended Total		\$2,017,393.80		\$2,045,908.20		\$2,088,679.80		\$1,697,961.23			
EMERGENCY DELIVERY: Additional Freight Cost per gallon for Emergency Deliveries ONLY. Cost Should Not Include Tax.						\$3.00		2.4819 Per Gallon		No Bid Response Received	
EMERGENCY DELIVERY: Flat Rate Fee Per Emergency Delivery		\$500		\$500							

Prices Are Subject To Chane
 Quarterly per 30 day Written
 Notice



Agenda Sheet for City Council Meeting of:
07/10/2023

Date Rec'd	6/14/2023
Clerk's File #	OPR 2023-0665
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	KYLE 625-4642	Project #	
Contact E-Mail	KARRINGTON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 25093
Agenda Item Name	4320 RPWRF HVAC REPAIRS, MULTIPLE MODINE HEATER REPLACEMENTS		

Agenda Wording

Consent to award McKinstry Co., LLC contract to replace multiple Modine heaters at RPWRF. This is to be completed by project and payments are to be issued at each project completion. The maximum to be paid is \$164,335.00 plus applicable taxes.

Summary (Background)

Due to the age and failure of the existing HVAC heating equipment, we must replace with like and kind to meet new building codes. McKinstry was selected from MRSC Rosters as part of WSDDES Contract #02919.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 77,645.00

Expense \$ 86,690.00

Select \$

Select \$

Budget Account

4320.43290.35148.54801.10086

4320.43290.35148.54801.10101

#

#

Approvals

Dept Head ARRINGTON, KYLE

Division Director MILLER, KATHERINE E

Finance ALBIN-MOORE, ANGELA

Legal HARRINGTON,

For the Mayor PERKINS, JOHNNIE

Additional Approvals

Purchasing

Council Notifications

Study Session\Other PIES 6/26/23

Council Sponsor CM Kinnear

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Tax & Licenses

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bmcmillan@spokanecity.org

paulst@mcKinstry.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select **\$**

Select **\$**

Budget Account

#

#

Distribution List

gregf@mckinstry.com

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	RPWRF
Contact Name	Kyle Arrington
Contact Email & Phone	karrington@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	RPWRF HVAC Repairs – Multiple Modine Heater Replacements
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Due to the age and failure of the existing HVAC heating equipment, we must replace with like and kind to meet new building codes. The contract is to be completed by project and payments are to be issued at each project completion. The maximum to be paid is \$164,335.00 plus applicable taxes.
Proposed Council Action	Council Consent July 10 th , 2023
Fiscal Impact	
Total Cost: <u>\$164,335.00</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: Department – CIP Funds	
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 to enable heating and cooling of pumps and wastewater equipment.	
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 Capital Improvement Program and current Purchasing Policy guidelines. McKinstry was selected from the MRSC Roster list and WSDDES Contract No. 02919.	



City of Spokane
PUBLIC WORKS AGREEMENT
Title: WASTEWATER TREATMENT FACILITY HVAC REPAIRS

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **McKINSTRY, CO., LLC**, whose address is 850 East Spokane Falls Boulevard, Suite 100, Spokane, Washington, 99202 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the purpose of this Agreement is to provide HVAC Repairs at the City of Spokane Riverside Park Water Reclamation Facility; and

WHEREAS, the Contractor was selected through WSDDES Contract No. 02919.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on June 1, 2023, and ends on May 31, 2024, unless amended by written agreement or terminated earlier under the provisions.

2. SCOPE OF WORK.

The Contractor shall provide Improvements and Repairs for the City of Spokane Riverside Park Water Reclamation Facility as outlined in their May 24, 2023 Proposal, attached as Exhibit C.

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 Agreement shall be a maximum amount not to exceed **ONE HUNDRED SIXTY-FOUR THOUSAND THREE HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$164,335.00)**, plus applicable sales tax. Progressive payments will be made for each project listed in Exhibit C. This is the maximum amount to be paid under this Agreement 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 Agreement.

The Company shall submit its applications for payment to Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. 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. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and 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.

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 for one year and 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.

McKINSTRY, CO., LLC

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 - June 24, 2022 Proposal

EXHIBIT A

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

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

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

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

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

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

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

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



HVAC Proposal

May 24, 2023

Brian McMillan

City of Spokane, WWTP Division
4401 N Aubrey L White Pkwy
Spokane, WA 99205

Project: Multiple Modine Heater Replacements

Dear Brian,

Thank you for the opportunity to provide our proposal for this project. McKinstry employs an integrated services model to deliver thousands of building solutions across the Inland Northwest. We are excited to apply our experience at developing and executing a variety of projects to address your current needs. We were asked to provide pricing for the HVAC/Controls scope for the multiple Modine Heater Replacements project. Below are the project details and our recommendations.

REFERENCED DOCUMENTS

- McKinstry – Plant Staff Job walks

CLARIFICATIONS

- The tenant space is currently vacant and is assumed to be vacant through the duration of construction
- Work is to be performed during normal working hours (M-F; 7am-3:30pm)
- Our scope excludes all abatement and testing
- All work includes Prevailing Wage requirements

SCOPE OF WORK

Our scope of work includes the equipment, labor and materials to perform the following work:

- AG3 Duct Heater & Fan
 - Supply & install of new AG3 duct heater & fan.
 - This equipment is being replaced with equipment as close to similar to the existing equipment that can be found.
 - Demolition of existing AG3 duct heater & fan will be performed by McKinstry
 - Note: last known fan lead time was ~28 weeks
 - Gas piping & venting as required for new equipment
 - Insulation subcontractor includes duct wrap of new duct up to existing OA plenum only. No patching of existing OA plenum insulation included.
 - Startup, testing, verification included.
 - Controls wiring/interface to existing BMS by others.
 - Line voltage electrical work by others (disconnect/reconnect).
 - Assumes existing OA damper controls/linkage are working appropriately

Multiple Modine Heater Replacements

- AG DH1&2
 - Demolition of existing DH1 & 2
 - Supply & Install of new DH1 & 2 & corresponding control dampers
 - Ductwork as required to connect to existing concrete plenum into space
 - Outside insulation is included on ductwork
 - Supply and install of new flex connector near existing Supply Air Fan (inside)
 - Removal of existing duct plenum inside mechanical space to allow access for install of control dampers
 - Duct as required for repair and patching of insulation included
 - Local low voltage controls only to allow new control dampers to operate in conjunction with duct heaters and existing fan
 - Gas Piping, valves, regulators as required for new outdoor heaters
 - Startup, testing, verification of duct heater, control dampers
 - Line voltage electrical by others
- AG2-DH-1
 - Demolition of existing AG2-DH-1
 - Supply and install of new duct heater, duct, gas piping, valves & appurtenances as required
 - Outside insulation is included on ductwork
 - Startup, testing, verification of duct heater
 - No controls interface, programming, checkout is included in this scope
 - No dampers or line voltage electrical included in this scope
- Heater HFG400SFRHN10A1 Replacement
 - Demolition of existing heater
 - Supply and install of new duct heater, duct, gas piping, valves & appurtenances as required
 - Startup, testing, verification of duct heater
 - No controls interface, programming, checkout is included in this scope
 - No dampers or line voltage electrical included in this scope

EXCLUSIONS

- Sales, Use and B&O tax
- Controls wiring/programming back to existing BMS
- Line voltage electrical work
- Any work not included in the scope of work
- Overtime, double time and shift premiums
- Unforeseen and hidden conditions



Multiple Modine Heater Replacements

- Performance and payment bonds
- Material cost escalation
- Engineering, calculations, drawings and peer review services
- Concrete imaging, cutting and coring
- Handling of hazardous materials including, but not limited to, asbestos, lead and PCB's

NOTICE OF POTENTIAL IMPACT

This proposal does not include any provision(s) if McKinstry's work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus). Such impacts include, but are not limited to, disruptions to material/equipment supply; illness or unavailability of field labor; government quarantines, closures, or other mandates, restrictions, and/or directives; Owner or Customer restrictions and/or directives; and/or fulfillment of McKinstry's contractual or legal health and safety obligations associated with COVID-19.

If the subject project is to commence under such circumstances to cause an impact as outlined above, McKinstry shall be entitled to a reasonably equitable adjustment to its' scope, schedule, and price accordingly.

SAFETY

McKinstry focuses on jobsite and company safety and has enjoyed excellent safety ratings for over 10 years. As a people-first company, safety is taken very seriously. The safety of our employees can never be compromised for operational efficiency.

We have a full-time safety team dedicated to preventing loss and maintaining a safe and healthy work environment. Our project team will fully implement our safety program on this project.

PRICING

ITEM	PRICING
AG3 Duct Heater & Fan	\$65,590 +WSST
AG DH1 & 2	\$54,470 +WSST
AG2-DH- 2	\$23,175 +WSST
Heater HFG400SFRHN10A1	\$21,100 +WSST

Payment is due in full upon substantial completion. This proposal is valid for 45 days from the date proposed.




Multiple Modine Heater Replacements

Upon your favorable review, please sign and return this proposal for scheduling and implementation. Should you have any questions or require additional information, please feel free to call me at 509-342-9910.

Sincerely,

McKinstry Co., LLC.



Greg Feider | Operations Manager – INW Special Projects
509-342-9910 | gregf@mckinstry.com

ACCEPTED BY

City of Spokane

Brian McMillan, Stationary Engineer Supervisor

Signature

Date

Terms & Conditions

PERFORMANCE OF WORK

McKinstry shall perform the scope of work (“Work”) specified herein. McKinstry shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for McKinstry to perform any and all aspects of the Work.

PAYMENTS

Customer shall pay McKinstry the compensation specified herein (“Price”) for the value of Work that McKinstry has completed, as the Work is completed. Customer shall pay McKinstry within thirty (30) days of receiving an invoice. McKinstry will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due.



Multiple Modine Heater Replacements

WARRANTIES

Customer shall receive a one (1) year warranty that covers labor and materials provided by McKinstry as part of the Work. This warranty commences on the date that the portion of the Work warranted is substantially complete. However, McKinstry makes no warranty whatsoever regarding components of the Work provided by third parties, and in such case the terms of the third party's warranty, including manufacturers' warranties, if any, shall apply between Customer and the third party. The warranties in this section are exclusive and in lieu of all other warranties, whether express or implied.

TERMINATION

Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case the rights and obligations of each Party that arose prior to the termination date shall survive such termination, except that McKinstry shall have no obligation to perform Work after termination.

DISPUTES

In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

CHOICE OF LAW, VENUE

The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

FORCE MAJEURE

Neither McKinstry nor Customer shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire, earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

NO WAIVER

No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

INTELLECTUAL PROPERTY

Intellectual property provided by McKinstry to Customer as part of the Work are instruments of service owned by McKinstry and are not "work made for hire" as such term is defined under U.S. copyright law. When the Work is performed to completion, McKinstry grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

DAMAGES LIMITATION

Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement Price.



Multiple Modine Heater Replacements

INDEMNIFICATION

Each party shall indemnify and hold harmless the other party from and against all third party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by the negligent acts or omissions of the indemnitor.

SEVERABILITY, SURVIVAL

If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

AMENDMENT

This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

COMPLETE AGREEMENT

This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between McKinstry and Customer as to the Work are superseded by this agreement.





Agenda Sheet for City Council Meeting of:

07/10/2023

Date Rec'd	6/27/2023
Clerk's File #	OPR 2023-0666
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	SBO

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 - PRE-APPROVAL TO PURCHASE 4-5 USED VEHICLES

Agenda Wording
 Approve the purchase of 4-5 used vehicles to be used by the Police Department - Not to exceed \$160,000.00

Summary (Background)
 With the long lead time in getting the new K-8 Police Interceptors - purchasing used vehicles will help fill the gap. Receiving pre-approval on the purchase of these 4 -5 units will allow us to purchase the units as we find them. Funding for these is included in the Police Department budget.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Expense	\$ 160,000.00	# sbo
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	GIDDINGS, RICHARD	Study Session\Other	PIES 6/26/23
Division Director	WALLACE, TONYA	Council Sponsor	CM KINNEAR
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	HARRINGTON, MARGARET	tprince@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN		
Additional Approvals			
Purchasing			

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Fleet Services
Contact Name	Rick Giddings
Contact Email & Phone	rgidding@spokanecity.org 625-7706
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	5100 PURCHASE OF 4-5 USED VEHICLES
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Fleet Services would like to receive pre-approval to purchase 4-5 used vehicles for the Police Department. With the long lead time in getting the new K-8 Police Interceptors – purchasing used vehicles will help fill the gap. Receiving pre-approval on the purchase of these 4 -5 units will allow us to purchase the units as we find them. Funding for these is included in the Police Department budget.
Proposed Council Action	Approve pre-approval
Fiscal Impact Total Cost: <u>\$160,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Various Department Replacement Budget 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? No Impact 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? Data will be collected by Fleet in order to analyze and compare lifecycle cost 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 and Fleet Policy.	



Agenda Sheet for City Council Meeting of:

07/10/2023

Date Rec'd	5/18/2023
Clerk's File #	OPR 2023-0667
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HOUSING & HUMAN SERVICES
Contact Name/Phone	KIMBERLY BABB 6048
Contact E-Mail	KBABB@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	1680 - FY2022 CONTINUUM OF CARE (COC) UFA GRANT AGREEMENTS

Agenda Wording
 CHHS seeks approval to accept the fiscal year 2022 CoC Program awards from the U.S. Department of Housing and Urban Development (HUD) and approval to enter into subrecipient agreements with the awarded grantees.

Summary (Background)
 The Department of Housing and Urban Development requires each year the Spokane/Spokane County Regional Continuum of Care competes nationally through the HUD Continuum of Care Program for renewal funding for HUD-funded projects that support housing and services for people experiencing homelessness. (See Briefing Paper.)

Lease? NO	Grant related? YES	Public Works? NO
Fiscal Impact		Budget Account
Revenue	\$ 4,359,643	# 1541-95575-99999-33114
Expense	\$ 4,359,643	# 1541-95575-65410-5XXXX-99999
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	CERECEDES, JENNIFER	Study Session\Other	PIES 6/26
Division Director	MCCOLLIM, KIMBERLEY	Council Sponsor	CM Kinnear & CM Bingle
Finance	MURRAY, MICHELLE	Distribution List	
Legal	HARRINGTON, MARGARET	rpinto@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	kbabb@spokanecity.org	
Additional Approvals		chhsgrants@spokanecity.org	
Purchasing		chhsaccounting@spokanecity.org	
ACCOUNTING - GRANTS	MURRAY, MICHELLE	kclifton@spokanecity.org	
		jcerecedes@spokanecity.org	

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Community, Housing and Human Services
Contact Name	RaMona Pinto
Contact Email & Phone	rpinto@spokanecity.org; 509.625.6053
Council Sponsor(s)	
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	FY2022 Continuum of Care (CoC) UFA Grant Award
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Department of Housing and Urban Development requires each year the Spokane/Spokane County Regional Continuum of Care competes nationally through the HUD Continuum of Care Program for renewal funding for HUD-funded projects that support housing and services for people experiencing homelessness.</p> <p>Continuums of Care must review, and rank renewal and new projects submitted for funding through the local competition process. The CHHS Department announced Spokane's local competition for renewal projects on August 3, 2022, and for new projects on August 12, 2022. Fifteen renewal applications (two were new projects awarded in FY2021), one consolidation application, and one new project application were received.</p> <p>In FY 2022, each new and renewal project underwent a three-part review process:</p> <ol style="list-style-type: none"> 1. Project applications were first assessed for compliance with Housing First criteria, a HUD CoC requirement. 2. The CoC RFP and Funding Committee then reviewed the project-level performance data for each project and decided on the overall score and ranking of the projects. The CoC RFP and Funding Committee considered the following factors: Housing First ranking and project-level performance scores. The CoC RFP and Funding Committee then submitted the projects' ranking and funding recommendations to the CoC Board for final review and approval. 3. The CoC Board reviewed the rankings and recommendations and, on 9/21/2022, voted to accept the RFP and Funding Committee's recommendations, as presented, for submission to HUD. HUD awarded the Spokane/Spokane County CoC an award of \$4,359,643 to fund the one consolidation project and the 14 renewal projects. <p>The CoC Planning Grant retained by the City of Spokane as the Collaborative Applicant was awarded \$123,386. The City of Spokane was approved to continue its Unified Funding Status (UFA) in FY 2022, allowing greater budgetary flexibility to shift funds between projects to ensure all funds are fully expended. The UFA designation provides an additional \$123,386 to cover the administrative cost associated</p>

	<p>with this higher fiduciary and monitoring responsibility. HUD provides these two award totals based on the previous year's CoC funding allocations. These projects are not required to be ranked and cannot apply for more than HUD has designated. The CoC Planning grant and the UFA Costs award are not guaranteed for renewal in future years. Total CoC HUD funding increased from \$4,333,859 in FY 2021 to \$4,359,643 in FY 2022.</p> <p>The City of Spokane CHHS Department is contracted with the CoC through 12/31/2027 to serve as the Collaborative Applicant in submitting funding applications to HUD, administering sub-recipient contracts, and providing other support efforts on behalf of the CoC. As the Collaborative Applicant, CHHS requests approval to accept the HUD CoC awards and to enter into sub-recipient agreements with the award grantees.</p> <p>HUD award letter, the CoC's priority ranking of projects, and a list of the funded projects are attached to this briefing paper.</p>
<p>Proposed Council Action & Date:</p>	<p>CHHS seeks approval to accept the fiscal year 2022 CoC Program awards from the U.S. Department of Housing and Urban Development (HUD) and approval to enter into subrecipient agreements with the awarded grantees.</p>
<p>Fiscal Impact Total Cost: Click or tap here to enter text. 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: HUD Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) All CoC HUD-funded projects are required to provide a match contribution equivalent to 25% of the total project's budget. All awarded projects have submitted match letters committing to the match requirement.</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p>	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>The CoC continually looks for strategies to increase services to historically excluded communities. Historically excluded or underrepresented communities are present in Spokane's homeless population at a higher rate than in Spokane's non-homeless population. The organizations receiving these HUD awards continually review their policies and procedures for ways to decrease the equity disparity in homeless populations.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p>	

Data is collected through the CoC's CMIS technology and reviewed in accordance with the CoC and the City's analysis and reporting requirements regarding racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities.

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

Data is collected through the CoC's CMIS technology and reviewed in accordance with the CoC's and HUD's performance metrics. This information is used to score subrecipients for ranking during the renewal process each year. Lower scored projects may not receive funding in future years. This was evidenced in the FY 2021 award when HUD eliminated funding for Spokane's three lowest performing projects.

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 City actively participated in the development of the 5-year strategic plan to end homelessness. The services funded through the CoC HUD award align with the 5-year strategic plan to end homelessness.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF ASSISTANT SECRETARY
FOR COMMUNITY PLANNING AND DEVELOPMENT

March 28, 2023

Ms. Jennifer Cerecedes
Director, Community, Housing and Human Services
City of Spokane
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Dear Ms. Cerecedes:

Congratulations! I am delighted to inform you of the funding for your project(s) under HUD's Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2022 Continuum of Care Competition and Noncompetitive Award of Youth Homeless Demonstration Program Renewal and Replacement Grants for a total of \$4,359,643.

The CoC Program is an important part of HUD's mission. CoCs around the country will continue to improve the lives of men, women, and children through their local planning efforts and through the direct housing and service programs funded under the FY 2022 CoC Program Competition. Projects like those of your organization, funded through the CoC program, continue to demonstrate their value by improving accountability and performance every year.

The enclosure provides details about your organization's award(s) including: the name(s) of the individual project(s); the project number(s); and the specific amount(s) of the obligation(s) for each project. HUD field office staff will notify you when they are available to process grant agreements; once all conditions are satisfied and the grant agreement is executed, your organization can expend funds.

HUD commends your organization's work and encourages it to continue to strive for excellence in the fight to end homelessness.

Sincerely,

A handwritten signature in black ink, appearing to read "Marion McFadden".

Marion McFadden
Principal Deputy Assistant Secretary
Office of Community Planning and Development

Enclosure

WA0109U0T022215

WA0109 Catholic Charities SMS TH FY 2022

\$67,755

WA0111U0T022215

WA0111 VOA PSH off Site FY 2022

\$316,746

WA0126U0T022215

WA0126 VOA Alexandria's House FY 2022

\$76,201

WA0130U0T022215

WA0130 VOA Samaritan 05-06 FY 2022

\$756,463

WA0288U0T022209

WA0288 Catholic Charities RRH for Families FY 2022c

\$479,759

WA0329U0T022207

WA0329 City of Spokane HMIS Project FY 2022

\$197,468

WA0330U0T022207

WA0330 SNAP Singles Homeless Coordinated Assessment FY 2022

\$77,345

WA0331U0T022207

WA0331 SNAP RRH for Households without Children FY 2022

\$187,576

WA0353U0T022207

WA0353 YWCA RRH for DV Survivors for Households with Children FY 2022

\$330,899

WA0373U0T022206

WA0373 Catholic Charities Homeless Families Coordinated Assessment FY 2022

\$249,018

WA0374U0T022206
WA0374 Catholic Charities PSH Consolidation FY 2022
\$219,869

WA0418U0T022204
WA0418 Catholic Charities PSH II FY 2022
\$226,746

WA0420U0T022204
WA0420 YWCA RRH for Survivors of DV FY 2022
\$333,068

WA0457U0T022202
WA0457 VOA Hope House 2.0 PSH FY 2022
\$183,156

WA0511U0T022201
WA0511 VOA PSH Scattered Sites FY 2022
\$206,648

WA0512U0T022201
WA0512 Catholic Charities PSH Support Rent FY 2022
\$204,154

WA0557U0T022200
City of Spokane CoC Planning FY 2022
\$123,386

WA0558U0T022200
City of Spokane UFA Costs FY 2022
\$123,386

Total Amount: **\$4,359,643**

Population	Number	Type	Average	Staff	Total	ARD	
System (HMIS)	WA0329	HMIS	0			\$	197,468
NEW PSH (CCEW)	WA0512	PSH	0	97.58	97.58	\$	204,154
NEW PSH (VOA)	WA0511	PSH	0	95.8	95.80	\$	206,648
System	WA0373	CE	51.50	45	96.50	\$	249,018
Families	WA0288	Joint TH & PH-RHH	51.33	45	96.33	\$	479,759
Families	WA0109	TH	51.83	43.59	95.42	\$	67,755
Families & Singles - DV	WA0420	RRH	51.17	42.53	93.70	\$	333,068
Chronic	WA0418	PSH	50.00	43.47	93.47	\$	226,746
Chronic	WA0374	PSH	50.00	43.39	93.39	\$	219,869
Chronic	WA0111	PSH	49.00	43.39	92.39	\$	316,746
Chronic	WA0457	PSH	48.33	43.47	91.80	\$	183,156
System	WA0330	CE	49.00	42.75	91.75	\$	77,345
Chronic	WA0128	PSH	48.25	43.39	91.64	\$	756,463 Consolidation
Chronic	WA0129	PSH	48.25	43.39	91.64		
Chronic	WA0130	PSH	48.25	43.39	91.64		
Chronic	WA0218	PSH	48.25	43.39	91.64		
Families - DV	WA0353	RRH	46.50	42.53	89.03	\$	330,899
						\$	3,849,094 Total
						\$	3,907,227 Tier 1 Threshold
Pregnant & Parenting Youth	WA0126	TH	45.17	41.93	87.10	\$	76,201
Singles	WA0331	RRH	44.83	42	86.83	\$	187,576
<i>CoC Bonus Funds Project NEW S' NEW</i>		CE	43.67	42.5	86.17		New

The RFP and Evaluation committee recommends:

Presenting the projects to HUD as ranked in the table above.

CoC Bonus Funds New Project Application

The RFP Committee recommends funding the new project expansion project if, 1.) HUD funds a WA502 CoC Bonus Project, 2.) The provider is willing to accept an MOU with the CoC as a system-critical component of the CoC - subject to performance reviews as per an MOU.

HUD FY2022 WA-502 CoC UFA Awards					
Organization	Project Intervention	Population	Project Number	Project or Award Name	FY 2022 Amount
City of Spokane	CoC Planning Project	N/A	WA0557U0T022200	City of Spokane CoC Planning	\$123,386
City of Spokane	UFA Cost Project	N/A	WA0558U0T022200	City of Spokane UFA Costs	\$123,386
Catholic Charities	Transitional Housing	Families	WA0109U0T022215	WA0109 Catholic Charities SMS TH	\$67,755
Volunteers of America	Permanent Supportive Housing	Chronic	WA0111U0T022215	WA0111 VOA PSH off Site	\$316,746
Volunteers of America	Transitional Housing	Pregnant & Parenting Youth	WA0126U0T022215	WA0126 VOA Alexandria's House	\$76,201
Volunteers of America	Permanent Supportive Housing	Chronic	WA0130U0T022215	WA0130 VOA Samaritan 05-06	\$756,463
Catholic Charities	Rapid Re-Housing	Families	WA0288U0T022209	WA0288 Catholic Charities RRH for Families	\$479,759
City of Spokane	System HMIS Project	N/A	WA0329U0T022207	WA0329 City of Spokane HMIS Project	\$197,468
SNAP	System Coordinated Entry	Singles	WA0330U0T022207	WA0330 SNAP Singles Homeless Coordinated Assessment	\$77,345
SNAP	Rapid Re-Housing	Singles	WA0331U0T022207	WA0331 SNAP RRH for Households without Children	\$187,576
YWCA	Rapid Re-Housing	Families	WA0353U0T022207	WA0353 YWCA RRH for DV Survivors for Households with Children	\$330,899
Catholic Charities	System Coordinated Entry	System Coordinated Entry	WA0373U0T022206	WA0373 Catholic Charities Homeless Families Coordinated Assessment	\$249,018
Catholic Charities	Permanent Supportive Housing	Chronic	WA0374U0T022206	WA0374 Catholic Charities PSH Consolidation	\$219,869
Catholic Charities	Permanent Supportive Housing	Chronic	WA0418U0T022204	WA0418 Catholic Charities PSH II	\$226,746
YWCA	Rapid Re-Housing	Families & Singles - DV	WA0420U0T022204	WA0420 YWCA RRH for Survivors of DV	\$333,068
Volunteers of America	Permanent Supportive Housing	Chronic	WA0457U0T022202	WA0457 VOA Hope House 2.0 PSH	\$183,156
Volunteers of America	Permanent Supportive Housing	Chronic	WA0511U0T022201	WA0511 VOA PSH Scattered Sites	\$206,648
Catholic Charities	Permanent Supportive Housing	Chronic	WA0512U0T022201	WA0512 Catholic Charities PSH Support Rent	\$204,154
					\$4,359,643



Agenda Sheet for City Council Meeting of:
07/10/2023

Date Rec'd	6/27/2023
Clerk's File #	OPR 2023-0668
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HISTORIC PRESERVATION
Contact Name/Phone	MEGAN DUVALL X6543
Contact E-Mail	MDUVALL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0470 - RITTER HOUSE NOMINATION TO THE SRHP

Agenda Wording
 Recommendation to list the Alex & Fanny Ritter House, 702 W 21st Avenue on the Spokane Register of Historic Places.

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

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

Approvals		Council Notifications	
Dept Head	DUVALL, MEGAN	Study Session\Other	UE 6/12/23
Division Director	MACDONALD, STEVEN	Council Sponsor	CMs Kinnear & Wilkerson
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	mduvall@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	lcamporeale@spokanecity.org	
Additional Approvals		smacdonald@spokanecity.org	
Purchasing		rbenzie@spokanecity.org	
		richwaltrip@msn.com (Applicant)	

Committee Agenda Sheet

URBAN EXPERIENCE

Submitting Department	Historic Preservation
Contact Name & Phone	Megan Duvall, Historic Preservation Officer 625-6543
Contact Email	mduvall@spokanecity.org
Council Sponsor(s)	CMs Kinnear & Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	0470 – RITTER HOUSE NOMINATION TO THE REGISTER OF HISTORIC PLACES
Summary (Background)	<p>The Spokane Historic Landmarks Commission reviews properties for listing on the Spokane Register of Historic Places to ensure that they meet the criteria set out in SMC 17D.100.</p> <p>The Ritter House at 702 W 21st Ave was constructed in 1914 and built by Gus Bostrom, a prominent Cannon Hill builder. It meets the criteria for listing on the Spokane Register under Category C for its architectural significance.</p>
Proposed Council Action & Date:	Consent agenda item, for briefing on 6/26/2023 with a vote on 6/26/2023.
Fiscal Impact: Total Cost: <u>\$0</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: Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
<i>What impacts would the proposal have on historically excluded communities?</i> This contract would have no meaningful impact on historically excluded communities.	
<i>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?</i> That specific data is not something that is collected by the Historic Preservation Department.	
<i>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</i> The Historic Preservation Office's primary responsibility is to protect historic properties and neighborhoods in Spokane. The more properties that are listed on the Spokane Register, the more ability we have to offer incentives that help keep those properties viable and in use. As we list additional properties, we increase our ability to protect Spokane's historic resources.	
<i>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?</i> SMC 04.35.010 Spokane Historic Landmarks Commission Findings and Purpose: The City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and	

structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity.

Comprehensive Plan Chapter 8: Urban Design and Historic Preservation

DP 1.1: Landmark Structures, Buildings, and Sites

Recognize and preserve unique or outstanding landmark structures, buildings, and sites.

DP 3.3: Identification and Protection of Resources

Identify historic resources to guide decision making in planning.

DP 3.11: Rehabilitation of Historic Properties

Assist and cooperate with owners of historic properties to identify, recognize, and plan for the use of their property to ensure compatibility with preservation objectives.

N 2.4: Neighborhood Improvement

Encourage revitalization and improvement programs to conserve and upgrade existing properties and buildings.

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Alex & Fanny Ritter House – 702 W 21st Avenue

FINDINGS OF FACT

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
 - Originally built in 1914; the Alex and Fanny Ritter House meets the age criteria for listing on the Spokane Register of Historic Places.

2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).**
 - The Ritter House meets Spokane City/County Register of Historic Places under **Category C** for its architectural significance as a Craftsman Bungalow with influence from both the Mission and Prairie Styles.
 - Architecturally significant, the Craftsman style is strongly emphasized by the dwelling's very low-pitched hip roof, widely overhanging eaves, deep cornice, full-width covered front porch, thick porch walls, and rough-textured pebbled-stucco cladding. Finished with an arcade, the front porch is supported by a series of prominent arches influenced by Mission-style designs. Roof eaves are accentuated by Prairie-style modillions.
 - The interior of the Ritter House features casement and transom windows with both clear leaded glass and colored glass; oak floors, interior doors, woodwork and built-ins; built-in furniture including bookcases with leaded glass doors, a drop-leaf desk, buffet & hutch; oak plate rail and vertical panels in the dining room and some original interior lighting (dining room chandelier and wall sconces).
 - Builder Gus Bostrom worked as a building contractor in Spokane from 1906 to 1923. During the 17 years that he lived and worked in Spokane, he made a name for himself as he concentrated his efforts in building multiple single-family homes specifically in the Cannon Hill Park neighborhood around the newly formed Cannon Hill Park & Pond. Bostrom was praised in a *Spokesman-Review* newspaper article from January 29, 1910 as an "extensive builder" of homes in the area.

3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."**
 - The Alex and Fanny Ritter House is well-preserved and is architecturally significant as good example of the Craftsman style with both Mission and Prairie style influences.

4. **Once listed, this property will be eligible to apply for incentives, including:**
 - Special Valuation (property tax abatement), Façade Improvement Grants, Spokane Register historical plaque, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Alex & Fanny Ritter House according to the appropriate criteria at a public hearing on 6/21/23 and recommends that the Alex & Fanny Ritter House be listed on the Spokane Register of Historic Places under Category C - Architecture.

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

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

CANNON HILL PK L18 B15

Parcel Number(s) 35302.4010, is governed by a Management Agreement between the City of Spokane and the Owner(s), Richard E Waltrip, of the subject property.

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

Said Management Agreement was approved by the Spokane City Council on _____. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. OPR 2023-0668.

I certify that the above is true and correct.

Spokane City Clerk

Historic Preservation Officer

Dated: _____

Dated: _____

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **21st** day of **June 2023**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Richard E. Waltrip** (hereinafter "Owner(s)"), the owner of the property located at **702 W 21st Ave** commonly known as the **Alex & Fanny Ritter House** in the City of Spokane.

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

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

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

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

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

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

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

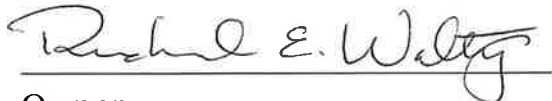
4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS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

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

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

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

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


Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR

Megan M.K. Duvall

Nadine Woodward

ATTEST:

City Clerk

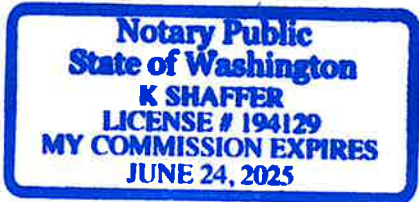
Approved as to form:

Assistant City Attorney

STATE OF Washington)
County of Spokane) ss.

On this 21st day of June, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Richard Waltrip, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he (he/she/they) signed the same as his (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of June, 2023.



K Shaffer
Notary Public in and for the State of Washington, residing at Spokane. My commission expires 6/24/2025.

STATE OF WASHINGTON)
County of Spokane) ss.

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2023.

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

Attachment A

Secretary of The Interior's Standards

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

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

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

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

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

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

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

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

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

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

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

Spokane Register of Historic Places Nomination

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

1. HISTORIC NAME

Historic Name **ALEX & FANNY RITTER HOUSE**
Common Name

2. LOCATION

Street & Number 702 West 21st Avenue
City, State, Zip Code Spokane, WA 99203
Parcel Number 35302.4010

3. CLASSIFICATION

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

4. OWNER OF PROPERTY

Name Richard E. Waltrip
Street & Number 702 West 21st Avenue
City, State, Zip Code Spokane, WA 99203
Telephone Number/E-mail 509-995-0830, richwaltrip@msn.com

5. LOCATION OF LEGAL DESCRIPTION

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

6. REPRESENTATION OF EXISTING SURVEYS

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

**Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE**

7. DESCRIPTION

(continuation sheets attached)

Architectural Classification

Condition

excellent

good

fair

deteriorated

ruins

unexposed

Check One

unaltered

altered

Check One

original site

moved & date

8. SPOKANE REGISTER CATEGORIES & STATEMENT OF SIGNIFICANCE

(continuation sheets attached)

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

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

9. MAJOR BIBLIOGRAPHICAL REFERENCES

Bibliography is found on one or more continuation sheets.

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

Items are found on one or more continuation sheets.

11. GEOGRAPHICAL DATA

Acreage of Property

Less than one acre.

Verbal Boundary Description

Cannon Hill Park Addition, Lot 18, Block 15.

Verbal Boundary Justification

Nominated property includes entire parcel and urban legal description.

12. FORM PREPARED BY

Name and Title

Linda Yeomans, Consultant

Organization

Historic Preservation Planning & Design

Street, City, State, Zip Code

501 West 27th Avenue, Spokane, WA 99203

Telephone Number

509-456-3828

Email Address

lindayeomans@comcast.net

Date Final Nomination Heard

June 21, 2023

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE

13. SIGNATURE(S) OF OWNER(S)



14. FOR OFFICIAL USE ONLY

Date nomination application filed: March 1, 2023

Date of Landmarks Commission Hearing: June 21, 2023

Landmarks Commission decision: Approved

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

City Council/Board of County Commissioners' decision: _____

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

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

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE



A circa-1940s photograph of the Alex & Fanny Ritter House

SECTION 7: DESCRIPTION OF PROPERTY

Summary Statement

Built in 1914 in Spokane, Washington's Cannon Hill Park neighborhood, the Alex & Fanny Ritter House is a fine Craftsman-style bungalow with influence from Prairie and Mission traditions. The Craftsman style is strongly emphasized by the dwelling's very low-pitched hip roof, widely overhanging eaves, deep cornice, full-width covered front porch, thick porch walls, and rough-textured pebbled-stucco cladding. Finished with an arcade, the front porch is supported by a series of prominent arches influenced by Mission-style designs. Roof eaves are accentuated by Prairie-style modillions. Interior details reflect additional Craftsman-style features, including solid oak hardwood floors, select oak woodwork and doors finished to a rich dark honey-colored hue, and finished-oak hardwood built-in furniture, including a dining room buffet/hutch, a built-in library drop-leaf desk/bookcases, and a pair of built-in bookcases with leaded-glass doors that flank a center brick fireplace. Transom and casement windows in the house feature leaded mullions with both clear and colored glass. Well-preserved with a high degree of integrity in original location, design, materials, workmanship, and association, the Alex & Fanny Ritter House is eligible for listing on the Spokane Register of Historic Places.

CURRENT APPEARANCE & CONDITION

Site

Located on Spokane’s South Hill in the southwest quadrant of the city, the Cannon Hill Park neighborhood is a highly coveted residential area with many well-preserved historic homes, including the historic Ritter House. The home was built two blocks south and uphill from the park on Lot 18, Block 15 at 702 West 21st Avenue. The paved street at 21st Avenue is divided down the center by a 50-foot-wide, park-like boulevard named the “21st Avenue Parkway.”¹ The parkway/boulevard is bordered at 21st Avenue by multiple single-family homes that look onto the parkway’s rows of mature deciduous trees and a manicured lawn of green grass. Facing south onto the Parkway, the Ritter House was erected on a rectangular lot characterized by a gentle descending north-facing slope. The lot spans 50 feet in width along its south facade border at West 21st Avenue, and along its north border at the rear of the property. The lot is 125 feet deep from south to north.



Looking northwest at the south façade of the Ritter House in 2023

¹ Spokane County Assessor’s Office, Spokane County Courthouse.

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE

The Cannon Hill Park area was developed in the early 1900s with a public park/pond and residential lots for sale. Single-family homes were built from 1910 to the early 1940s, and include a mix of Colonial Revival, English Tudor Revival, Italian Renaissance, Spanish Eclectic, Mission, Prairie, and Craftsman styles. In addition to the construction of residential homes, a church/rectory/school and a City of Spokane fire station were also erected in the residential Cannon Hill Park neighborhood.

House Exterior

Constructed in 1914, the Ritter House was built in the center of Lot 18 on Block 15. The width of the house measures 30 feet, and the length of the house measures 48 feet. The exterior of the house includes three strong focal points: 1) single-story height with a very low-pitched hip roof, 2) a covered full-width arcaded front porch, and 3) coarsely pebbled-stucco exterior cladding.²

The home's hip roof is nearly flat and covers the entire house and front porch. A small extension of the hip roof at the southwest corner of the house extends 10 feet from the west end of the front porch over an original narrow-width single-car concrete driveway, forming a small covered carport. The roof is clad with composition roof shingles installed in 2022. The home's nearly flat hip roof extends four feet past the exterior walls of the home on all four sides. The underside of the deep overhanging roof eaves is reinforced by the application of three symmetrically spaced rows of 1x6-inch wide boards that run parallel to the roof's cornice boards. Decorative scroll-sawn modillions are cut to fit around the boards and highlight the undersides of the deep roof eaves that encircle the house.

South Façade

The front porch of the Ritter House spans the full 30-foot width of the house plus an additional 10 feet at the home's front southwest corner that serves as a covered carport. The front porch is formed by an extension of the principal roof over a 10-foot deep poured concrete porch deck. Concrete steps descend from the center of the deck to a concrete walkway that leads south to a concrete public sidewalk in front of the property. Porch walls are located on either side of the porch steps. The walls are clad in the same coarsely pebbled stucco used for the house, and are covered with concrete porch wall caps. The façade design of the front porch and carport is nearly symmetrical. Thick, massive square full-height porch piers support the porch roof over the porch deck and carport. The spaces between the full-height porch piers are symmetrical and form arched arcades. Like the porch and carport piers, the arcaded porch walls are also clad with coarsely textured pebbled-stucco. All of the stucco that covers the porch and carport is painted a light gray color. The overhanging eaves and cornice are painted a dark brown, and the exposed eave modillions and porch caps are painted a medium green. The concrete porch floor and steps are painted brown. The coarse pebbled stucco covers all of the exterior walls at the porch and around the house down to grade. No basement foundation walls are exposed. The south façade of the Ritter House is dominated by the

² Ibid.

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single-story full-width front porch and attached carport. A front door is located in the center of the home and is covered by the porch. Two identical picture windows flank the center door. Two transom windows with clear and colored leaded-glass lights are located atop the picture windows.



Looking east at the west elevation of the house in 2023

West Elevation

A stucco-clad tapered chimney is located on the west elevation of the house. Two small leaded-glass casement windows are located on either side of the chimney. A box bay that measures 2 feet deep and 16 feet wide is located next north of the chimney in the center of the west elevation. It features a large tripartite window with a narrow leaded-glass transom window. The tripartite window below the transom window features fixed panes. A small 4/1 multi-paned double-hung window is located next north of the box bay. A single exterior paneled door with multi-paned upper lights is located by the rear northwest corner of the house in a small partially enclosed back entrance porch. The porch is built under the roof's widely overhanging eaves, and features a wood porch deck, a partially enclosed wood porch wall, and six wooden porch steps that descend to the ground. A square wood newel post and railing anchor the porch steps to the partially enclosed back porch structure.

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Looking north at the east elevation of the Ritter House in 2023



Looking south at the north rear elevation of the Ritter House in 2023

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East Elevation

The east elevation of the house features the southeast corner of the arcaded front porch and its small porch wall. A 2-foot-deep and 7-foot-wide box bay is located next north of the arcaded porch end at the east elevation of the house. It features a leaded clear and colored glass transom window at the top of the box bay. Three double-hung wood-sash windows are located next north of the box bay.

North Elevation

The north rear elevation of the house features an exposed basement level due to the descending northward grade on which the house is built. The home's north elevation from ground to roof is clad with continuous pebbled-stucco that covers the exterior of the entire house. In the 1920s-1930s, a small sleeping porch was built onto the north wall of a first-floor bedroom at the northeast corner of the house.³ The sleeping porch measures 10 feet wide and 12 feet deep, and is clad with tongue-and-groove vertical boards rather than pebbled-stucco like the rest of the house. The home's low-pitched hip roof was extended north to cover the sleeping porch. Different than the deep roof eave design for the 1914-built house, the sleeping porch roof eaves feature shallow overhanging eaves and no scroll-sawn modillions. The cornice board on the roof over the sleeping porch is smaller than the depth of the home's original 1914 cornice boards. Due to the northward slope of the grade on which the house is built, the basement foundation wall at the home's rear north elevation is exposed. Built onto the house at the first floor above the level of the basement, the sleeping porch is supported by vertical wood posts. The area under the sleeping porch is used as a covered patio. Next west of the covered patio is an at-grade solid wood pedestrian door that opens from the north rear elevation of the house into the home's basement.

House Interior

The Spokane County Tax Assessor's office reports the first floor of the Ritter House holds 1,486 finished square feet of space. The basement holds 795 square feet of finished space. The first floor is finished with a living room, library, formal dining room, kitchen, two bedrooms, and a bathroom. Ceilings are nine feet in height.⁴

The original front door to the house is made of solid oak and appointed with a brass door handle/handle plate, and two wide horizontal strap hinges. The door opens from the center of the home's south façade into a spacious living room that measures 20-feet-wide from east to west, and 16-feet-long from south to north. The west wall of the living room is the room's focal point with a center fireplace flanked by two built-in bookcases with leaded-glass doors. A 16-foot-wide oak mantel spans the top of the bookcases and fireplace. Two casement windows open above the bookcases on either side of the fireplace. The casement windows contain leaded-glass lights with a colored-glass diamond pattern. The fireplace surround is made of brick, and the hearth is protected with glazed ceramic tile.

³ No building permits have been found that include the date when the sleeping porch was added. Sleeping porches were popular in the United States from the early 1900s through the 1930s.

⁴ Spokane County Tax Assessor. Spokane County Courthouse, Spokane, WA.

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Looking at the west wall of the living room in 2023 during repairs



Looking into living room in 2023 after repairs and painting completed

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Looking at an oak built-in desk/bookcases on the east wall of the library in 2023



Looking south into the dining room in 2023 at a built-in oak buffet/hutch, plate rail, battens

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Looking north in 2023 into the kitchen of the Ritter House

A six-foot-wide opening in the living room's east wall opens into a small library with built-in bookcases that flank a drop-leaf desk made of burnished oak. Leaded-glass doors cover the bookcases. A leaded-glass transom window is located above the desk. The floor is oak hardwood.

A ten-foot-wide opening is located in the center of the living room's north wall, which opens into a formal dining room. The dining room is 21 feet wide from east to west and 16 feet long. A tripartite window capped with a narrow leaded-glass transom window illuminates the west wall. A built-in buffet/hutch highlights the north wall. The buffet has a mirrored backsplash, and is beveled outward into the dining room. Multiple drawers with wooden knobs open from under the buffet's counter surface. The hutch above the buffet holds a center open shelf with a mirrored backsplash, and is flanked by two china cupboards with leaded-glass doors. Original sconces light either side of the hutch. An original Arts & Crafts-style brass chandelier with square china shades illuminates the dining room. An oak plate rail encircles the room. Vertical oak battens are located between the plate rail and oak floor. The floors and woodwork in the living room, library, and dining room are all made of the finest quality quarter-sawn golden oak. The woodwork and vertically paneled interior doors in all three rooms are also made of oak, burnished to a deep golden color.

The dining room opens to the kitchen. The kitchen has a linoleum floor, Shaker-style casework, and two multi-paned casement windows above a porcelain sink. A paneled door with upper multi-paned lights opens to the exterior back porch from the kitchen's

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west wall. The kitchen opens east into an interior service hall that leads to a bathroom, two bedrooms, and the basement. The floor is made of oak and is a continuation of the oak floors in the living room, dining room, and library. In contrast to the oak woodwork in the living room/dining room/library, the woodwork in the kitchen, service hall, bathroom, and two bedrooms is fir finished with white enamel paint. A full-length built-in linen closet is located in the service hall. The larger of the two bedrooms is located in the northeast corner of the house, and opens north into a sleeping porch, which was built onto the rear north elevation of the house in the 1920s-1930s. The sleeping porch is illuminated with windows across its north face.

An interior staircase descends to the basement from the service hall. A recreation room is located under the kitchen and is finished with a painted ceiling, walls, and woodwork. A door in the recreation room opens south to a finished bathroom. An interior hall behind the staircase opens to two finished bedrooms, and an unfinished storage room, workshop, and laundry area.



Looking east into the central hall and linen cupboards, and into a bathroom in 2023

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Looking south in 2023 into a first-floor northeast corner bedroom



Looking north in 2023 into the basement recreation room

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ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The earliest photographs found of the Ritter House include a Spokane County Tax Assessor photo from 1959, a Barrett Real Estate photo from 1964, and a Rhodes Real Estate photo from 1973. All three photos show the original design of the house at the south façade with original stucco-clad exterior walls, and a full-width covered arcaded front porch with an attached covered carport at the west end of the porch.

Two additions were added to the house in the circa-1920s-1930s: 1) a single back porch at the northwest corner of the house, and 2) a second-story sleeping porch attached to the north rear of the house. No building permits were found to substantiate the dates when the additions were built.

Modifications to the property include:

- | | |
|---------|--|
| 1911 | Connect to City water main. Sewer permit. |
| 1913 | A building permit was issued to building contractor Gus Bostrom for \$4,000 in November 1913 to construct a single-family residence (Ritter House). A final inspection of the house was scheduled for March 1914. |
| 1914 | Side sewer permit. |
| 1915 | House number verified. Water meter installation verified. |
| 1936 | Plumbing. |
| 1946/48 | Heater and range. |
| 1959 | Electric dryer. |
| 1976 | New electric service. |
| 2022-23 | In 2021, a mature evergreen Spruce tree fell on the Ritter House between the living room and the dining room from the next west neighbor's property. The Ritter House has undergone repairs from March 2021 through March 2023 to repair damage and restore the house. |

SECTION 8: STATEMENT OF SIGNIFICANCE

<i>Area of Significance</i>	<i>Architecture</i>
<i>Period of Significance</i>	<i>1914</i>
<i>Built Date</i>	<i>1914</i>
<i>Architect</i>	<i>Unknown</i>
<i>Builder</i>	<i>Gus Bostrom, building contractor</i>

SUMMARY STATEMENT

Built in 1914, the Alex & Fanny Ritter House is eligible for listing on the Spokane Register of Historic Places under Category C as an expression of Spokane building contractor Gus Bostrom. In addition, the property is architecturally significant as a fine example of a Craftsman-style bungalow with Prairie-style and Mission-style influence. The Ritter House was the home of Fanny Ritter and her husband, Alex Ritter. A resident of Spokane for 28 years until his death, Alex L. Ritter was a well-known pioneer prescription pharmacist who established three drug stores, and ultimately sparked a three-generation drug-store-owner legacy in Spokane. Before Alex Ritter's death in 1926, his son, Herbert Ritter, became a registered prescription pharmacist and founded two additional drug stores in Spokane. Following Herbert Ritter's death in 1954, his two drug stores passed to his son, Herbert Ritter Jr. (Alex Ritter's grandson), who was also a registered prescription pharmacist.

HISTORIC CONTEXT

Cannon Hill Park Neighborhood

Spokane's "South Hill" is located about 1.5 miles southwest and uphill from the city's downtown professional and merchant center. The South Hill's Cannon Hill Park residential neighborhood covers the area between South Monroe/Lincoln Streets east to South Bernard Street, and from W. 16th Avenue south uphill to W. 29th Avenue.⁵ Before it was platted, the area was characterized by a gentle northward-facing descending slope, rocky basalt outcroppings, a canopy of evergreen and leaf-bearing trees, and a natural clay-lined wetland and drainage swale. The wetland and clay deposits were developed in the 1880s and 1890s as one of the city's first brickyards where large quantities of bricks were made for the construction of homes and commercial buildings throughout Spokane. As the clay deposits were exhausted, the brickyard was eventually demolished in 1907.

At that time, the famous Olmsted Brothers' Landscape Architectural firm from Brookline, Massachusetts arrived in Spokane by invitation from the Spokane Park Board. They proposed a comprehensive park plan for the entire city that included a small 15-acre park at the abandoned brickyard site. The Olmsted Brothers espoused ideals that linked clean, fresh air to renewed invigorated health, and promised that city parks presented

⁵ 1912 George A. Ogle & Company Plat Maps. Page 52.

“one of the best means” of drawing urban residents out of doors.⁶ Most importantly, they argued that parks were aesthetically necessary to cities—a way to “provide and preserve the landscape for the enjoyment of [all] people.”⁷

The Olmsted’s design for the public park was adopted. It was originally called Adams Park in honor of U.S. President John Quincy Adams, but was renamed Cannon Hill Park. Construction commenced in 1908, and the small wetland was restored with a pond, basalt bridges, and manicured grass and trees. Surrounding the park and following the hillside south and uphill up to 29th Avenue, the Cannon Hill Park neighborhood was platted with 50-foot-wide residential lots intersected by a blend of straight, diagonal, and curvilinear streets. By 1910, lots were advertised “for sale” in Spokane’s *Spokesman-Review* and *Spokane Daily Chronicle* newspapers. In an October 30, 1910 *Spokesman-Review* article, Arthur D. Jones, the Spokane land developer who was responsible for creating the public park and surrounding residential neighborhood, exclaimed that Cannon Hill Park and all the homes around the park “did not just happen but were specifically planned.”⁸ He explained in the following:

Unanswerable Reasons Why You Should Buy in Cannon Hill Park

The whole plan was worked out in detail before a shovelful of earth was turned.

*Its graceful streets, the uniformity of its clean-cut cement work,
its paved roadways, its elaborate system of tree planting [in parking strips],
the general tone of the [Cannon Hill Park] district—not one improvement
is lacking. The graceful streets, curbs, concrete cross-walks, steel water mains,
complete sewers, gas, electric lights, telephones, paved streets, everything is in now.
These improvements are all paid for, all included in the price of the lot.*⁹

The cost of buildable lots averaged around \$1,000 each, and protective neighborhood covenants were tied in perpetuity to the deed of trust for each property. In 1909, covenants mandated that each dwelling cost a minimum of \$3,000 to \$4,000, prohibited the construction of stores or apartments, and specified that every house must sit back at least 30 feet from the street.¹⁰

By the early 1940s, nearly all of the planned residential construction in the Cannon Hill Park district was complete. Over eight miles of shade trees were planted between sidewalks and streets, around the park, and along the West 21st Avenue Parkway (Boulevard) that divides the paved street along 21st Avenue. Single-family homes were built according to the neighborhood’s covenants and subdivision guidelines. The Cannon Hill Park neighborhood became one of the South Hill’s most popular and attractive suburban residential areas. In summary, Cannon Hill Park and its picturesque pond were

⁶ Olmsted Brothers Landscape Architectural Firm. *Proposal to Spokane Park Board of Park Commissioners, 1907-1913.*

⁷ *Ibid.*

⁸ *Spokesman-Review*, 30 October 1910.

⁹ *Ibid.*

¹⁰ *Spokesman-Review*, April 1909.

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the anchor and catalyst for much of the design, development, and subsequent successful settlement of the residential Cannon Hill Park district.

HOMEOWNERS

Alex & Fanny Ritter

Born in 1878 in the Midwest, Alex L. Ritter lived in Spokane for 28 years until his death in November 1926. When he arrived in Spokane from the Midwest in 1898, Alex Ritter was a young registered prescription pharmacist with ideas and energy. He not only compounded and sold prescription drugs, medicines, capsules, and syrups, but he also sold drug store items such as toilet articles, stationery, and cosmetics. Alex Ritter owned at different times three drug stores with prescription pharmacies (apothecaries within drug stores) in Spokane, a separate compounding laboratory, and served as president of a state organization called the Washington Drug Company, Inc. Alex Ritter was instrumental in guiding his son, Herbert L. Ritter into a career as a registered prescription pharmacist and drug store owner. Herbert L. Ritter, in turn, helped his son, Herbert L. Ritter, Jr. to become a third-generation registered prescription pharmacist and drug store owner in the Ritter family, respecting the family legacy begun by his father, Alex L. Ritter.

In 1899, Alex Ritter opened Ritter's Avenue Drug Store at 507 West Riverside Avenue in the center of downtown Spokane. He listed himself as "manager, president and proprietor" of the drugstore, and advertised items for sale such as "pure drugs, homeopathic goods, surgical instruments, and toilet articles."¹¹ The next year he also stocked and traded in "leather goods, stationery, and fine perfumes, a specialty."¹²

In 1907, Alex Ritter established a pharmaceutical laboratory at 1727 West Broadway in addition to running Ritter's Avenue Drug Store on West Riverside Avenue in downtown Spokane. In 1908, Alex Ritter included space for his brother, jeweler Louis J. Ritter, to display and sell jewelry in the drugstore on Riverside Avenue. Alex continued to call the shop Ritter's Avenue Drug Store but named his business the Ritter Drug Company, Inc. Alex Ritter was acting president and treasurer of the company while his brother Louis Ritter was named vice-president. As members of Spokane society, Louis Ritter and Alex & Fanny Ritter were listed in the *1909 Spokane Blue Book*, a social register of Spokane residents with their addresses, phone numbers, and preferred days for accepting visitors. Alex and Fanny also listed their son, Herbert Ritter, and their daughter, Edith Ritter, in Spokane's social register.¹³

In 1915, Alex & Fanny Ritter bought a single-family home at 702 West 21st Avenue. The house looked south onto the West 21st Avenue Parkway, a 50-foot-wide public parking strip with mature trees and manicured lawn. In 1914, the parking strip/boulevard was claimed as the "*finest street in Cannon Hill Park,*" and extended east from South

¹¹ *The 1899 Polk's Spokane City Directory.*

¹² *The 1900 Polk's Spokane City Directory.*

¹³ *1909 Spokane Blue Book.*

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High Drive for a mile along 21st Avenue to South Bernard Street.¹⁴ It was designed and built as part of Spokane's park system, and was specifically suggested as such in 1907 to the Spokane Park Board by the well-known Olmsted Brothers Landscape Architectural firm of Boston, Massachusetts.¹⁵

Gus Bostrom, a Spokane building contractor, erected the single-family house at 702 West 21st Avenue in 1914. He followed guidelines presented by the neighborhood's developer, Arthur D. Jones & Company. Written as early land use protections and appropriate architectural controls, Jones developed the Cannon Hill Park neighborhood. Regulations were tied to ownership deeds as protective covenants, and stipulated the following:

- 1) *No building of any kind shall be erected or maintained on said lands within 30 feet of the street line in front of said land or within the side street,*
- 2) *The same building shall face the front of the premises, and not face the side street,*
- 3) *No apartment house, store, or business structure of any kind shall be erected or maintained on said lands,*
- 4) *No dwelling shall ever be erected or permitted to remain on said land of less value than three thousand dollars (\$3,000),*
- 5) *All buildings of every kind on said lots must be painted with at least two coats of paint.*¹⁶

By 1917, the drugstore founded by Alex Ritter in downtown Spokane was replaced by the jewelry business, owned by Alex Ritter's brother, jeweler Louis Ritter. Louis specialized in selling "diamonds, watches, complete stock-talking machines, and records."¹⁷ He changed the name of the drugstore to Ritter Jewelry, and maintained his showroom at 507 W. Riverside Avenue.

In 1920, Alex & Fanny Ritter sold the Ritter Drug Company to the F. C. Baldwin Drug Company in Spokane. Alex Ritter then opened a small prescription drug store at 502 East 5th Avenue, and called it Ritter Drugs & Sundries. At the same time, Fanny Ritter worked with their son, Herbert Ritter, and helped him open a new prescription pharmacy and drug store. Owned and operated by Herbert, the business was called Ritter Drugs, and was located at 1827 N. Monroe Street (Monroe & Indiana). A few years later, Herbert Ritter changed the drug store's name to the Public Drug Store, specializing in "drugs, candies, cigars, Kodak finishing, Edison Mazda lamps, soda fountain, ice cream."¹⁸

Alex Ritter died in November 1926. He was survived by his wife, Fanny Ritter, and his two children, Herbert Ritter and Edith Ritter Gleason. Less than two years before he

¹⁴ *Spokesman-Review*, 11 October 1914

¹⁵ *The Olmsted Brothers Landscape Architects, Brookline, MASS, 1909.*

¹⁶ City of Spokane Warranty Deed #4361590, dated 14 April 1999.

¹⁷ *1917 Polk's Spokane City Directory.*

¹⁸ *1927 Polk's Spokane City Directory.*

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died, Alex & Fanny started another new business at 329 W. 2nd Avenue. They named it the Ritter Pharmacy, and advertised its ownership by “an old time druggist.”¹⁹

After Alex Ritter’s death, the Ritter Pharmacy and drug stores on West 2nd Avenue and on East 5th Avenue closed, and his wife Fanny remained in their home on 21st Avenue until her death in May 1948. Herbert Ritter continued to operate his two prescription pharmacies/drug stores, which he renamed Ritter’s Drugs, located at Monroe & Indiana and at Washington & Broadway. Alex Ritter’s brother, Louis Ritter, relocated his jewelry business from Riverside Avenue to 3 North Post Street. In 1954, Herbert Ritter died, leaving his two drug stores to his son, Herbert L. Ritter Jr.

Subsequent Owners

In 1952, Clem Schroeder, a Washington Water Power Company (Avista) field agent, and his wife, Mabel Schroeder, purchased the Ritter House. In 1960, John & Betty McRae bought the property. John McRae worked as a lawyer with offices in the Old National Bank Building. He sold the property in 1964 to Max C. & Billie J. Stockwell for \$10,750. Max Stockwell worked as an agent and manager for Northwestern Mutual Insurance, and his wife Billie was employed as a registered nurse.

In 1973, public school teacher V. J. Wood bought the house for \$19,500. He sold it for \$29,450 in 1975. Allderic Douglas bought the house in 1977 for \$44,200. In 1981, Cheryl A. Strang, a legal secretary for Clawson & Brown Lawyers, purchased the property for \$61,500. By 1987, Jeff Sher, a *Spokesman-Review* news reporter, and his wife Ellie Sher bought the house for \$62,250. In 1996, K. Thomas purchased the property for \$129,500.

In April 1999, Richard Waltrip bought the Ritter House for \$135,000. Richard is a self-employed railroad surveyor for WGG (Waltrip Geomatics & Geospatial Services), and works part time for Ruen Weager & Associates, Inc in Coeur d’Alene, Idaho.

CATEGORY C:

ARCHITECTURAL SIGNIFICANCE

The Craftsman Style

The Ritter House is a fine example of the single-story bungalow form built in the Craftsman style, popular from 1900-1930. Author Jan Cigliano (*Bungalow: American Restoration Style*), defines *bungalow* as a “form of house—a type of structure designed in a number of architectural styles.” “*Style*,” by contrast, is a “particular period and genre of design.”²⁰ The term bungalow refers to a low-slung house form characterized by small size, overall simplicity, and a partial or full-width front porch covered by an extension of the principal roof. The origin of the term bungalow began in 19th-century British East India and is derived from the East Indian word *bungal*, which means “covered porch.”²¹

¹⁹ Ibid.

²⁰ Cigliano, Jan. *Bungalow: American Restoration Style*.

²¹ *Old House Dictionary*, and *The Bungalow: America’s Arts & Crafts Homes*.

The bungalow emerged as an independent movement in American architecture and became popular as an affordable home in reaction to the more Victorian styles that preceded it. Heavily influenced by the 19th-century English Arts & Crafts Movement, which rejected the mass reproduction and mediocre design associated with the Industrial Revolution, American bungalows built particularly in the *Craftsman style* were designed to harmonize with nature and the environment. Traditional handcraftsmanship and natural materials such as native field stone/basalt rock, irregularly textured clinker brick, wood shingles, textured stucco, and smooth woodwork were revered. Identifying features of the Craftsman style include a broad low-slung house form with a shallow-pitched roof, widely overhanging eaves, a deeply covered porch, eave brackets/rafter tails, and tapered porch piers/columns/foundation walls—all forming the illusion of a ground-hugging house. The style quickly spread throughout the United States by builder’s pattern books, pre-cut house packages, and home design magazines. From 1900 to 1930, the Craftsman architectural style became the most popular and fashionable small house design in America. By the early 1930s, however, it had quickly faded from favor. Strong Craftsman-style elements used at the Ritter House include the home’s built date within the Craftsman period, and the home’s low ground-hugging form, low-pitched roof, widely overhanging roof eaves, coarsely pebbled stucco cladding, and the finest solid oak woodwork and built-in furniture (floors, bookcases, desk, hutch/buffet).

Prairie-style Influence

The Prairie style spread throughout the United States by hundreds of pattern books published in the Midwest. It is among the more short-lived styles, having grown, flourished, and declined in the years between 1900 and 1920. The Prairie style aesthetic emphasizes the ground-hugging horizontality of the prairie landscape that sweeps across the American Mid-West. Homes that characterize the Prairie style include homes with low proportions; one or two stories; one-story wings, porches and/or carports; gently sloping hipped roofs with deeply overhanging and low-spreading eaves; eave and cornice-line modillions; massive square or rectangular porch piers; projecting caps/copings at roof lines and on the tops of piers, parapets, porch walls and porch stair walls; contrasting color for eaves, modillions, and porch caps/copings; ribbon windows with wooden casements; suppressed heavy-set chimneys; light-colored painted, pebbled or coarse stucco cladding; and spacious open interiors. Specific examples of Prairie-style influence at the Ritter House the home’s one-story height, low-pitched hip roof, light-colored pebbled stucco cladding, eave modillions, and a spacious open interior.

Mission-style Influence

The Mission style became popular in California and the southwestern United States in the 1890s, with a few examples spreading eastward through 1920. Architectural historians Lee & Virginia McAlester (*A Field Guide to American Houses*) explain that the Mission style in the American West was the “California counterpart” of the “Georgian-inspired Colonial Revival” influence that was gaining popularity in the northeastern United States. The McAlester’s further exclaim that “rather than copy the East’s revival of its own

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Colonial past, California turned to its Hispanic heritage for inspiration.”²² Mission-style designs include low-pitched hip roofs, second-story square towers (originally used for housing bells), shaped parapets, arcaded entry porches, and quatrefoil windows. One of the strongest features of the Ritter House is its façade identified with a Mission-style arcaded front porch. The roof over the front porch is an extension of the home’s principal roof, and covers the deck of the porch. The front porch roof is supported by an arcade of thick porch piers. The wall surface of the arcaded front porch is “one smooth plane” consisting of “pier, arch, and wall surface,” part of the Mission-style design aesthetic used at the Ritter House.²³

The Alex & Fanny Ritter House

Built in 1914, the Ritter House is a fine example of the Craftsman style with design influences from Mission and Prairie traditions:

- 1914 construction date within Craftsman-style time period, 1900-1930
- Single-story house, called a bungalow
- Low-slung, ground-hugging horizontal house shape
- Nearly flat, low-pitched hipped roof
- Widely overhanging roof eaves
- Deep roof eaves
- Cornice-line modillions under roof eaves (popular in Craftsman and Prairie styles)
- Wide, thick brick chimney
- Arcaded full-width front porch
- Massive square arcaded porch piers
- Thick rectangular porch walls with overhanging porch wall caps
- Coarsely pebbled and painted (pale gray color) stucco exterior wall cladding, extending to grade (covering basement foundation wall)
- Attached covered carport
- Front door, original Craftsman-style design of solid oak, multiple vertical lights, and decorative brass hardware
- Casement and transom windows with leaded-glass clear and colored lights
- Boxed bays at exterior
- Expansive interior
- Oak floors and interior doors, woodwork, and built-ins—highest-quality select oak
- Built-in furniture—bookcases with leaded-glass doors, drop-leaf desk, buffet & hutch, full-height linen closet
- Horizontal oak plate rail and vertical battens
- Shaker-style kitchen and bathroom casework
- Original dining room chandelier and wall sconces
- Original hot water heat and interior room radiators

²² McAlester, Lee & Virginia. *A Field Guide to American Houses*, 1989.

²³ *Ibid*, page 410.

Gus Bostrom, Spokane Building Contractor (1856-1935)

Gus Bostrom worked as a building contractor in Spokane from 1906 to 1923. During the 17 years that he lived and worked in Spokane, he made a name for himself as he concentrated his efforts in building multiple single-family homes specifically in the Cannon Hill Park neighborhood around the newly formed Cannon Hill Park & Pond.²⁴ Bostrom was praised in a *Spokesman-Review* newspaper article from January 29, 1910 as an “extensive builder” of homes in the area.²⁵ Another *Spokesman-Review* article printed four years later on September 18, 1914 noted that a single-family residence on Twentieth Avenue west of Bernard Street was the “fourth house Bostrom... built” in the Cannon Hill Park neighborhood, and exclaimed that he was “now planning a fifth.”²⁶ Bostrom kept buying lots in the Cannon Hill Park district, and continued to erect homes on those lots until he retired and relocated to California in 1923.²⁷

On November 3, 1913, Gus Bostrom registered Spokane Building Permit #5093 with the city’s building division, stating his intention to erect a \$4,000 single-family home on Lot 18, Block 15 at 702 West 21st Avenue. The City of Spokane gave Bostrom less than five months to complete construction of the house, with a final inspection date of March 16, 1914. He met the date, and in October 1914, placed a real estate advertisement in the *Spokesman-Review* newspaper for a newly built residence for sale at \$5,500.²⁸

\$5,500

*This [home] is priced \$1,500 below market value for a quick sale;
newly completed 6-room bungalow at West 702-21st Avenue on the*

finest paved street in Cannon Hill Park.

*Oak floors, oak finish, built-in sideboard,
writing desk and bookcases; laundry and toilet in basement;
arranged for hot water heat.*

***This is one of the finest California bungalows in the city,
and is a bargain.***

Alex & Fanny Ritter purchased the above-described Bostrom-built property at 702 West 21st Avenue in April 1915.²⁹ The Ritters made the house their home and resided in it until their respective deaths in 1926 and 1948.

CONCLUSION

In conclusion, the low-slung single-story Ritter House at 702 West 21st Avenue survives as an architecturally significant home in Spokane that well-reflects the Craftsman style with Prairie and Mission-style influences. The Ritter House is a good example of the work of Gus Bostrom, a building contractor who helped populate the Cannon Hill Park

²⁴ *Spokesman-Review*, 19 February 1935

²⁵ *Spokesman-Review*, 29 January 1910.

²⁶ *Spokesman-Review*, 18 September 1914.

²⁷ *Spokesman-Review*, 19 February 1935.

²⁸ Spokane Building Permits.

²⁹ *Spokesman-Review*, 8 April 1915.

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE

neighborhood with single-family homes he constructed and sold. The Ritter House was the home of Alex Ritter, a popular and noteworthy Spokane merchant and prescription pharmacist. In his work, he showcased the “prescription-pharmacy-within-a-drug-store” idea to his son Herbert Ritter, who copied the idea in his drug stores, and passed it to his son, Herbert Ritter Jr. (Alex Ritter’s grandson). The father, son, and grandson offered a unique three-generation legacy of Ritter prescription pharmacies and drug stores in Spokane.

**Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE**

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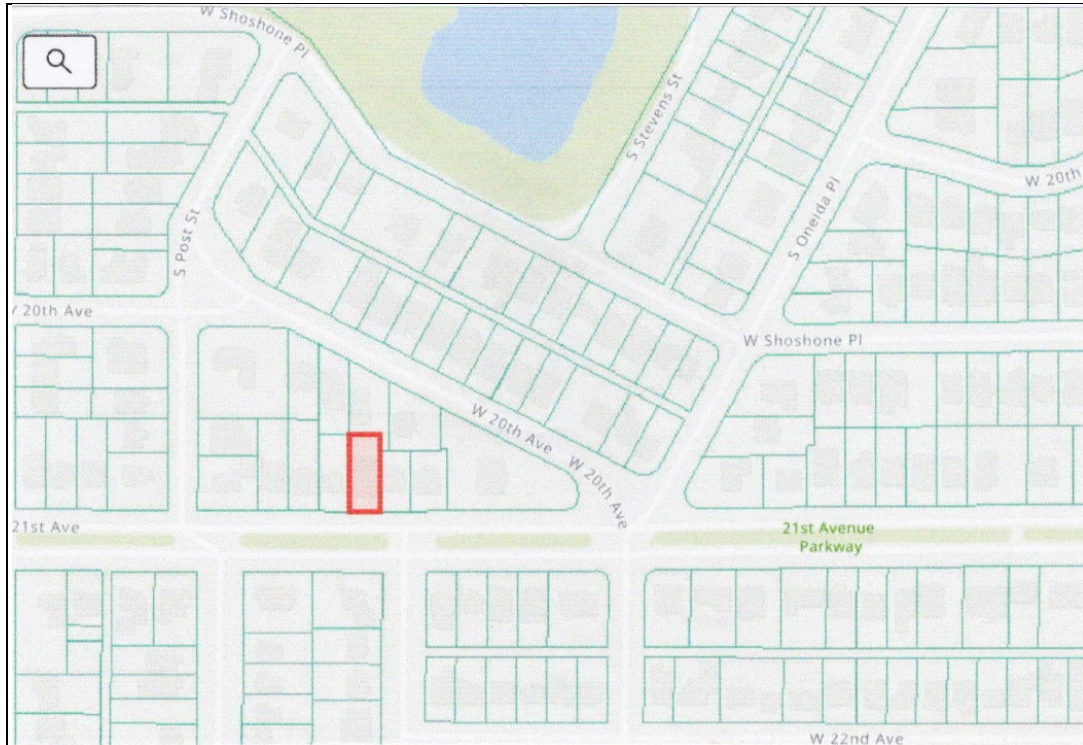
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- "Fanny Ritter Sells Home to W. H. Allen." *Spokane Daily Chronicle*, 23 Dec 1910
- "L. J. Ritter Buys \$8,000 Residence." *Spokesman-Review*, 4 March 1911
- "Railroad Head Buys Home." *Spokesman-Review*, 1 June 1911
- "Several Homes Being Planned." *Spokane Daily Chronicle*, 19 August 1911
- "Place Fixtures for Ritter Store." *Spokane Daily Chronicle*, 13 October 1911
- "Advertisements." *Spokane Press*, 3 June 1912 and *Spokane Daily Chronicle*, 27 March 1918
- "Builds Home in Cannon Hill Park." *Spokesman-Review*, 18 September 1914
- "Cards Out for Wedding." *Spokesman-Review*, 18 September 1914
- "Porter Acquires Cannon Hill Park Home from Gus Bostrom." *SDC*, 24 Nov 1914
- "Cliff Park Home Bought by Dorman." *Spokane Daily Chronicle*, 20 February 1915
- "Real Estate Transfers." *Spokesman-Review*, 8 April 1915
- "Ritter to Handle Talking Machines." *Spokane Daily Chronicle*, 22 Sept 1916
- "Miss Ritter Gives Party for Bride." *Spokesman-Review*, 12 July 1917
- "Ritter-Gleason Nuptials." *Spokesman-Review*, 7 July 1918
- "Ritter Drug Company Has New Owner." *Spokane Press*, 14 February 1921
- "Druggists Form Cut-Rate Union." *Spokane Daily Chronicle*, 6 April 1923
- "Fighting Druggist Arrests Bowman." *Spokane Daily Chronicle*, 9 December 1925
- "Alexander Ritter, Pioneer Druggist, Found Dead in Bed." *SDC*, 8 Nov 1926
- "Ritter Funeral to be Tomorrow." *Spokane Daily Chronicle*, 10 November 1926
- "G. Bostrom, 79, Passes." *Spokesman-Review*, 19 Feb 1935
- "City Asked to Care for Parking Strip." *Spokesman-Review*, 9 March 1938
- "Death Summons Mrs. A. L. Ritter." *Spokesman-Review*, 13 May 1948
- "Herbert Ritter Taken By Death." *Spokesman-Review*, 29 November 1954
- 1959 City of Spokane Assessor photograph. 1959.
- 1962 Barrett Real Estate photographs. 1962 and 1964.
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- "Marguerite Ritter Claimed by Death." *Spokesman-Review*, 1 June 1976
- "Scout Rally Head Named." *Spokane Daily Chronicle*, 28 May 1981
- "Edith Gleason." *Spokane Daily Chronicle*, 9 January 1982

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE

north



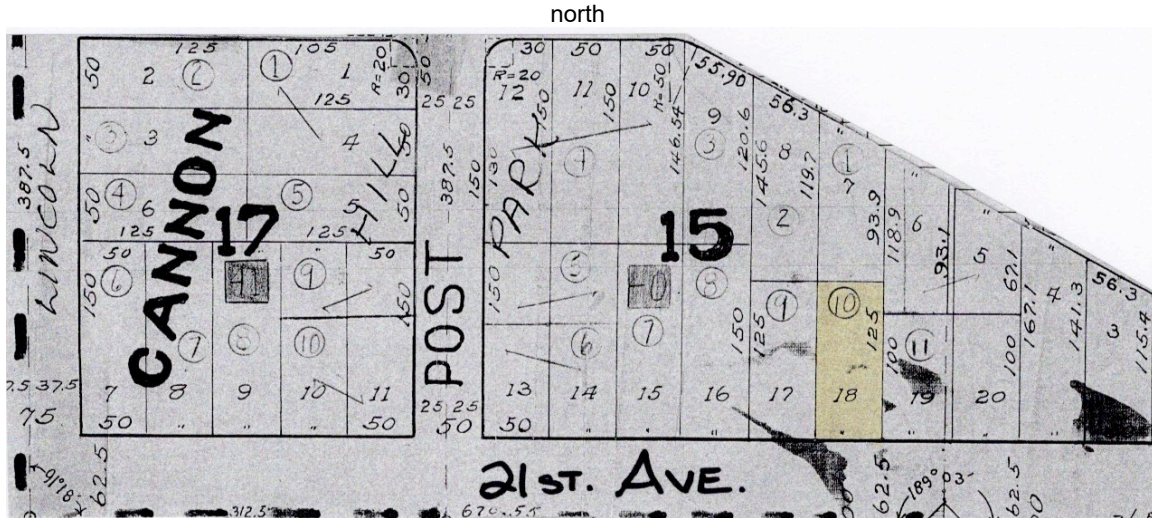
**2022
SPOKANE COUNTY PLAT MAP**

**Alex & Fanny Ritter House
702 West 21st Avenue
Spokane, WA**

*The map shows part of the Cannon Hill Park neighborhood,
Cannon Hill Park, and Cannon Hill Park pond.*

*The red and pink highlighted residential lot designates
the historic Ritter House property at 702 W. 21st Avenue.*

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE



**SPOKANE COUNTY ASSESSOR'S
PLAT MAP**

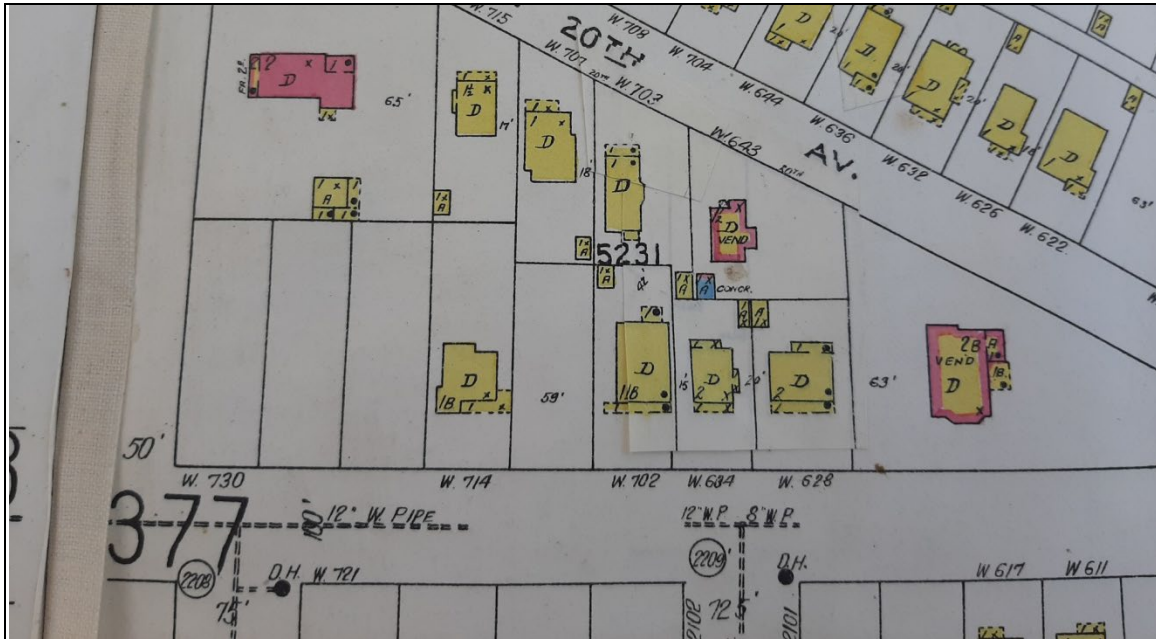
**Alex & Fanny Ritter House
702 West 21st Avenue**

The map's yellow-colored Lot 18 on Block 15 at 702 West 21st Avenue was vacant until 1914 when construction of a single-family home for \$4,000 began.

The lot and house were purchased in 1915 by Alex & Fanny Ritter.

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE

north



**1952
SANBORN FIRE INSURANCE MAP**

**Alex & Fanny Ritter House
702 West 21st Avenue**

A 1952 footprint drawing of the Ritter House is shown on the map.
It is addressed as “W. 702” along 21st Avenue
in the Cannon Hill Park Addition.

The drawing of the home is colored “yellow” on the map, which denotes wood
frame construction.

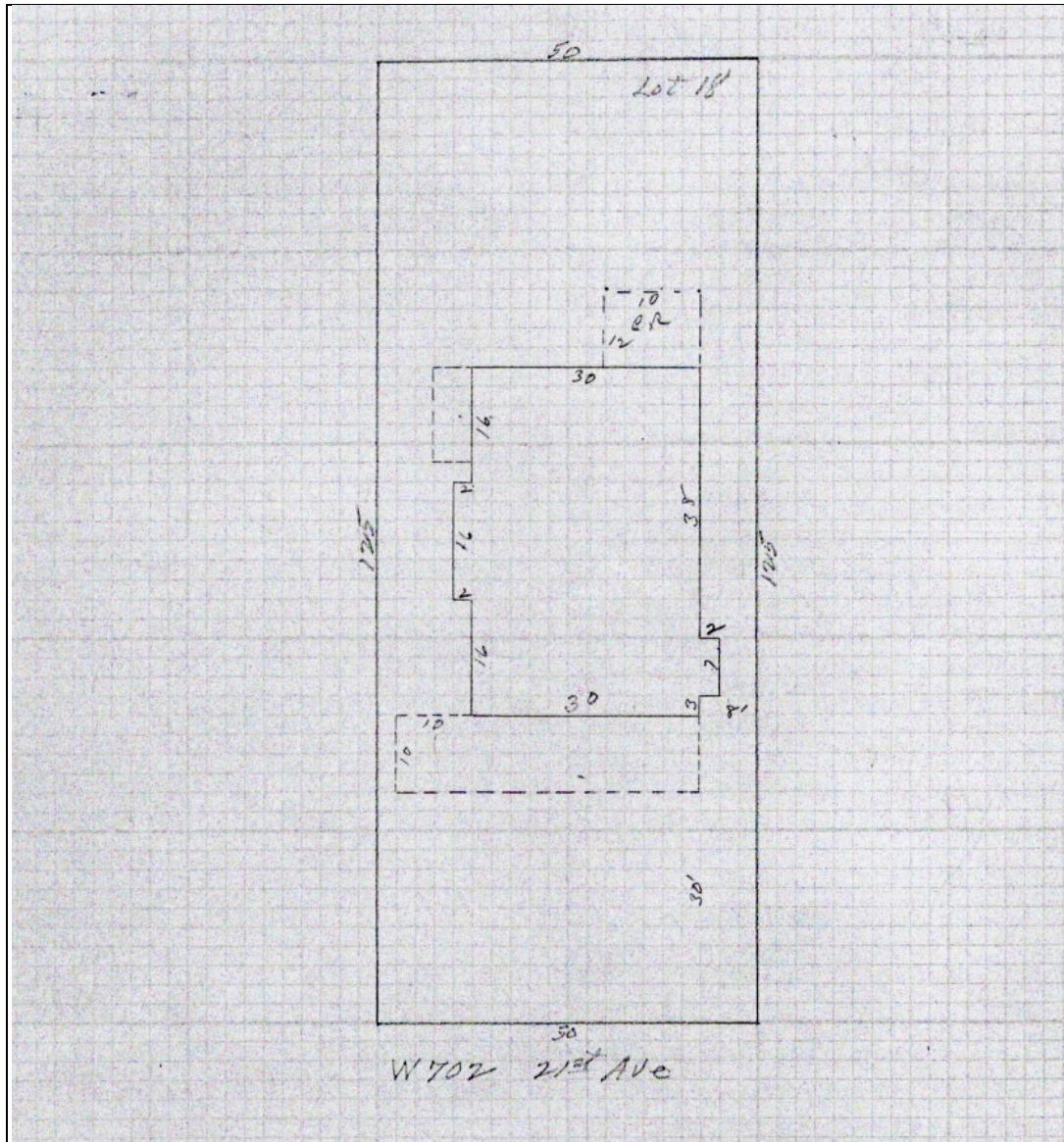
The letter “D” appears in the center of the drawing of the house, denoting a
dwelling.

The abbreviation “1 B” in the bottom left-hand corner of the drawing of the house
indicates one-story construction with a basement.

*Note: The two houses next east of the Ritter house addressed as W. 634 and W. 628
on 21st Avenue were also built by Gus Bostrom.*

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE

north



SITE PLAN

Alex & Fanny Ritter House
702 West 21st Avenue

Source: Spokane County Assessor's Records Field Book

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE

FORM 417 11-2008

DEPARTMENT OF PUBLIC WORKS
BUILDING DIVISION

Permit No. 5093

Number 702 Street Twentyfirst Ave 11-3 1913

Owner G Bestrom Address S 1311 Walnut

Builder Address

Architect Address

Class of Building H Class of Work New Purposes Res Value \$ 4,000.

Permit Expires 2-3 19 14 Extended to 19

Inspected by (Initials and Date) HWG 11-13-13

Final Inspection HWG 3-16 19 14 Rating OK

1913
CITY of SPOKANE BUILDING PERMIT

Alex & Fanny Ritter House
702 West 21st Avenue

\$5500—\$5500.
This is priced \$1500 below market value for a quick sale; newly completed 6-room bungalow at W702 21st ave. on the finest paved street in Cannon Hill Park. Oak floors, oak finish, built-in sideboard, writing desk and bookcases; laundry and toilet in basement; arranged for hot water heat. This is one of the finest California bungalows in the city and is a bargain. \$1000 down and terms on balance. M. 2511. Owner.

“FOR SALE \$5,500.”

Spokesman-Review
11 October 1914

Alex & Fanny Ritter bought the house on Lot 18, Block 15 in the Cannon Hill Park neighborhood at 702 West 21st Avenue, which was located across the street from the groomed and landscaped boulevard parkland called the “21st Avenue Parkway.”

The Ritters paid \$5,500 for the property in 1915.

Alex Ritter lived in the house from 1915 until his death in 1926. His wife, Fanny Ritter, lived in the house until her death in 1948.

ALEXANDER RITTER, PIONEER DRUGGIST, FOUND DEAD IN BED

In Spokane 27 Years—
President of Washington
Drug Company.

Alexander L. Ritter, age 58, a resident of Spokane for 27 years, was found dead in his bed at 10:30 o'clock this morning at his home, W102 Twenty-first avenue.

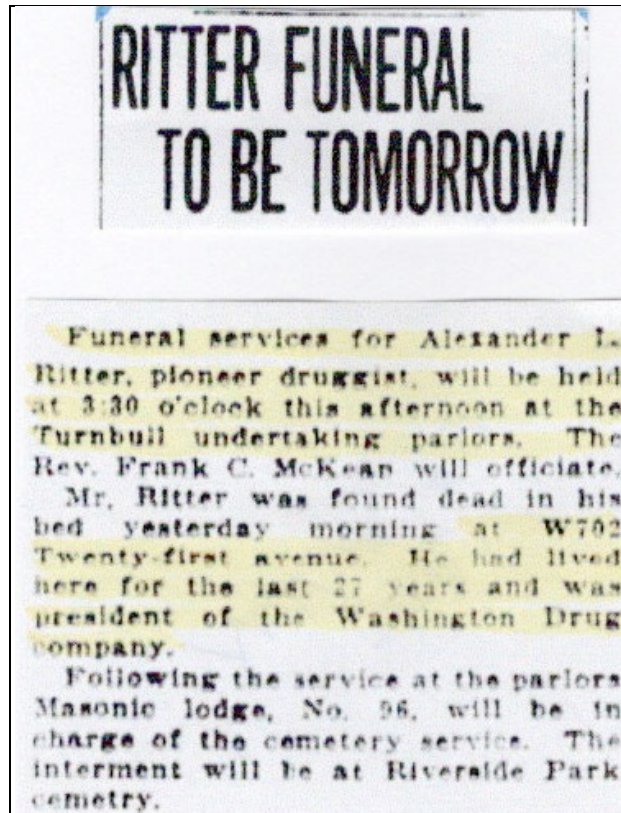
Mr. Ritter was well known in the northwest through his connections with the Washington Drug company, of which he was president.

The cause of his death was not reported.

Mr. Ritter is survived by his widow, Fanny; a son, Herbert L., and a daughter, Mrs. Edith Gleason. Two brothers, Louis J. in Spokane and F. M. in Grand Forks, B. C., and a sister, Mrs. Matilda Hayes, also of Grand Forks, survive. The body is at the Turnbull parlors.

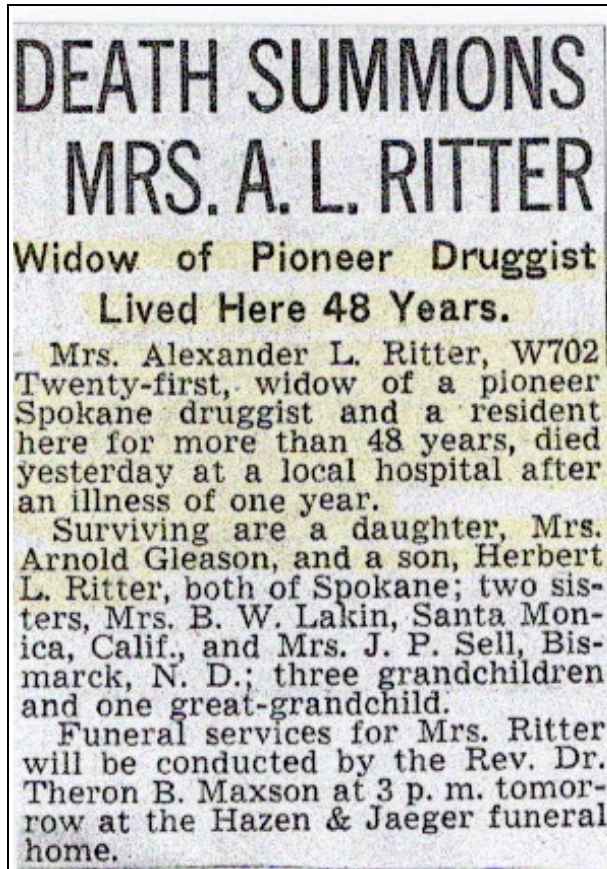
“Alexander Ritter, Pioneer Druggist, Found Dead in Bed.”

Spokane Daily Chronicle
8 November 1926



“Ritter Funeral to Be Tomorrow.”

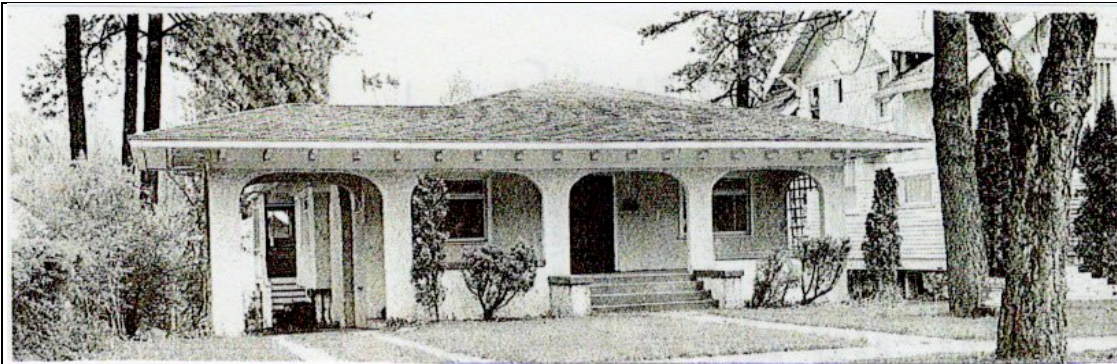
Spokane Daily Chronicle
10 November 1926



“Death Summons Mrs. A. L. Ritter.”

Spokesman-Review
13 May 1948

**Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE**

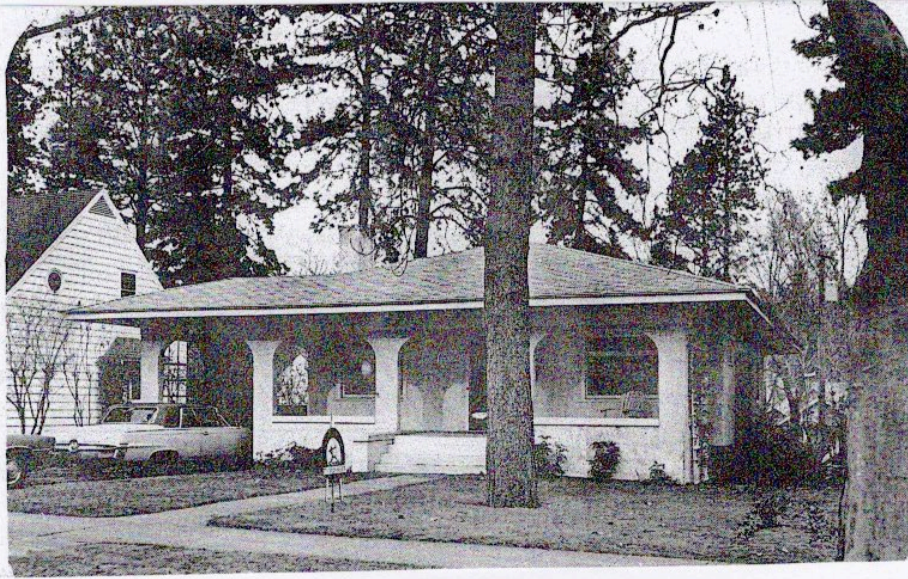


. B2778 Address W. 702 21st Price \$ 12,250
 gal Desc.: Lot 18 Block 15 Addition to _____
Cannon Hill Park
 Graded Paved Curb Walk Sewer: Con. Avail. _____
 s. to Bus: 2 Schools: 4-St. Aug. 7-Wilson
 . Pmt. \$ offer or M.B.M.A. \$ _____ Inc. _____ % Int. _____ Main 6 1/2 2d _____ Bsmt _____
 ge. at F1668 J.L.C. Bal. \$ 6,000 Total _____
 . Pay't \$ 95 Inc. Res. \$ _____ & _____ % Int. _____ Liv. Rm. 16 x 18
 s. Bal. \$ _____ Taxes \$ 185 Frplc. yes
 row at _____ Bal. \$ _____ Din. Rm. 14 x 15
 . Pay't \$ _____ Inc. _____ % Int. _____ Floors hdw.
 erior Rock Magnesite on Roof comp. Nook yes
 ulation steel mesh Storms yes Bdrms. 12x15 2 1/2
 ndition good Water Tank elec. Baths 1 yes
 at oil hot water Patio _____ Fam. Rm. den
 A @ _____ Value _____ Ldry. _____ yes
 . Size 50 x 125 Fence _____ Other storage
 . Sq. Ft. 1486 Poss. immediate Blt. Approx. 19 14
 hwasher _____ Disposal _____ Blt. in Rge. _____ Fans _____
 Car garage port Att./ _____ Def. _____ Bsmt. _____ Drive front
 ty for Sale: No need. **SOLED**
Well built. Excellent location among fine homes.
BY Patrick S. Kenney
DATE 10-2-64 200⁰⁰ - 1st part for down
PRICE 10,750⁰⁰ - 7th 221-D2
loan to J. T. Cooper & Co
 rner. Mr. & Mrs. John McRae office Phone MA 4-5104
 upant vacant lock box _____ Phone _____
 te. 5/1/64 Salesman Pat Kenney Phone FA 8-4427
 ing Office F. S. Barrett & Co. Phone TE 8-2055

1964 PHOTOGRAPH
Source: F. S. Barrett Real Estate

**RITTER HOUSE
702 West 21st Avenue**

**Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE**



#	132615	Address	W. 702 21st	B'rms.	2	Yr. Bilt.	1914	Price \$	19,950.
St. Loc.	S	Occ.	Owner	Ph. #	TE8-8810	B	1	2	3
Owner	M/M Stockwell	Address	Same				2		Bdrms.
List. Office	Archer Realty	Ph. #	TE8-8309				1		Baths
Salesman	B. Taylor	Slmn. Home Ph. #	FA5-9176	y	1				Toilet
Key	lokbox/call ls	Exterior	Stucco		1				Basin
Name & Blks. to Schools	St. Augustine, Roosevelt, Sac. LC								Shower
		Blks. to Bus			1				Tub
Mtge. Bal.	8561.95	Mo. Pay	93.	5 1/2 = 1/2 % To	Commerce	y			Ldry.
Cont. Bal.		Mo. Pay	<i>Red</i>	% To			1		F. P.
Proposed Terms	Conventional 1-5-73 19500 Const.			y	den				Rec. Rm.
Describe Kitchen	Spotless, convenient, many cabinets			ww	& hw				Floor Cov.
		Eating Space	y	Tax	72	259	46		
Legal: City of	Spokane	County of	Spokane	Wash.	Sewer city	15 1/2 x 17	Liv. Rm.		
Lot	18	Blk	15	Cannon Hill Park P#30532-4010	Paving	y	13 1/2 x 15	Din. Rm.	
					Walky	Curb y	65	% Bsmt.	
Owner will paint roof eaves.					Fence	back	HW	Heat	
Remarks	Roof 1 yr. old, lovely older home with beautiful oak built-in desk and china cabs & woodwork, sewing or dress rm off M. BR			Patio	no	Comp	Roof Lot		
				Garage	crpt	50 x 125	Size		
				Closing	W.W. Jones	1486	Approx. Sq. Ft.		
#	132615	Address	W. 702 21st	B'rms.	2	Yr. Bilt.	1914	Price \$	19,950.

1973 PHOTOGRAPH
Source: George Rhodes Real Estate

**RITTER HOUSE
702 West 21st Avenue**

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE



Photo 1
A 2023 photograph, looking north at the south façade of the Ritter House



Photo 2
The south façade of the Ritter House in 2023

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE



Photo 3
The south facade front porch of the Ritter House, looking west in 2023



Photo 4
The south facade front porch of the Ritter House, looking east in 2023

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE



Photo 5
The west elevation of the Ritter House in 2023, looking east



Photo 6
The southwest front corner of the Ritter House in 2023, looking east

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE



Photo 7

The southeast front corner and east elevation of the Ritter House in 2023



Photo 8

The north rear elevation of the Ritter House in 2023, looking south



Photo 9
The circa-1914 solid oak front door of the Ritter House in 2023
with its original design and brass hardware

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE



Photo 10
Looking southwest into the living room in 2023



Photo 11
Looking east at the built-in desk in the library

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE



Photo 12
Looking north into the dining room in 2023 with oak woodwork and a built-in hutch/buffet



Photo 13
Looking north into kitchen in 2023

Final nomination May 31, 2023

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE



Photo 14
A 2023 photograph of the linen closet and the interior hall at the first floor



Photo 15
Looking south in the home's northeast corner master bedroom in 2023

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE



Photo 16
Looking north in 2023 at the basement recreation room



Photo 17
Looking south in 2023 at the basement recreation room

Spokane City/County Register of Historic Places Nomination
ALEX & FANNY RITTER HOUSE



Photo 18
A 2023 photograph, looking northeast into a basement bedroom



Photo 19
A 2023 photograph of the basement workshop/storage room

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

07/10/2023

Date Rec'd	6/26/2023
Clerk's File #	OPR 2023-0669
Renews #	
Cross Ref #	
Project #	2021071
Bid #	
Requisition #	CR 25108

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 – DIVISION PEDESTRIAN HYBRID BEACONS 2021071 POWER CIT

Agenda Wording

Low Bid of Power City Electric, Inc., (Spokane, WA) for the Division Pedestrian Hybrid Beacons Project in the amount of \$1,185,725.13. An administrative reserve of \$118,572.51, which is 10% of the contract, will be set aside.

Summary (Background)

On June 20, 2023, bids were opened for the above project. The low bid was from Power City Electric, Inc., in the amount of \$1,185,725.13, which is \$79,797.87 or 6.31% under the Engineer's Estimate; two other bids were received as follows: Colvico Inc., - \$1,259,000.00 and WM Winkler Company - \$1,287,962.85. (Various Neighborhood Councils)

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 1,304,297.64

Select \$

Select \$

Select \$

Budget Account

3200 95164 95300 56501 86078

#

#

#

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 3/27/2023
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
	Signee: Dan Aga

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?

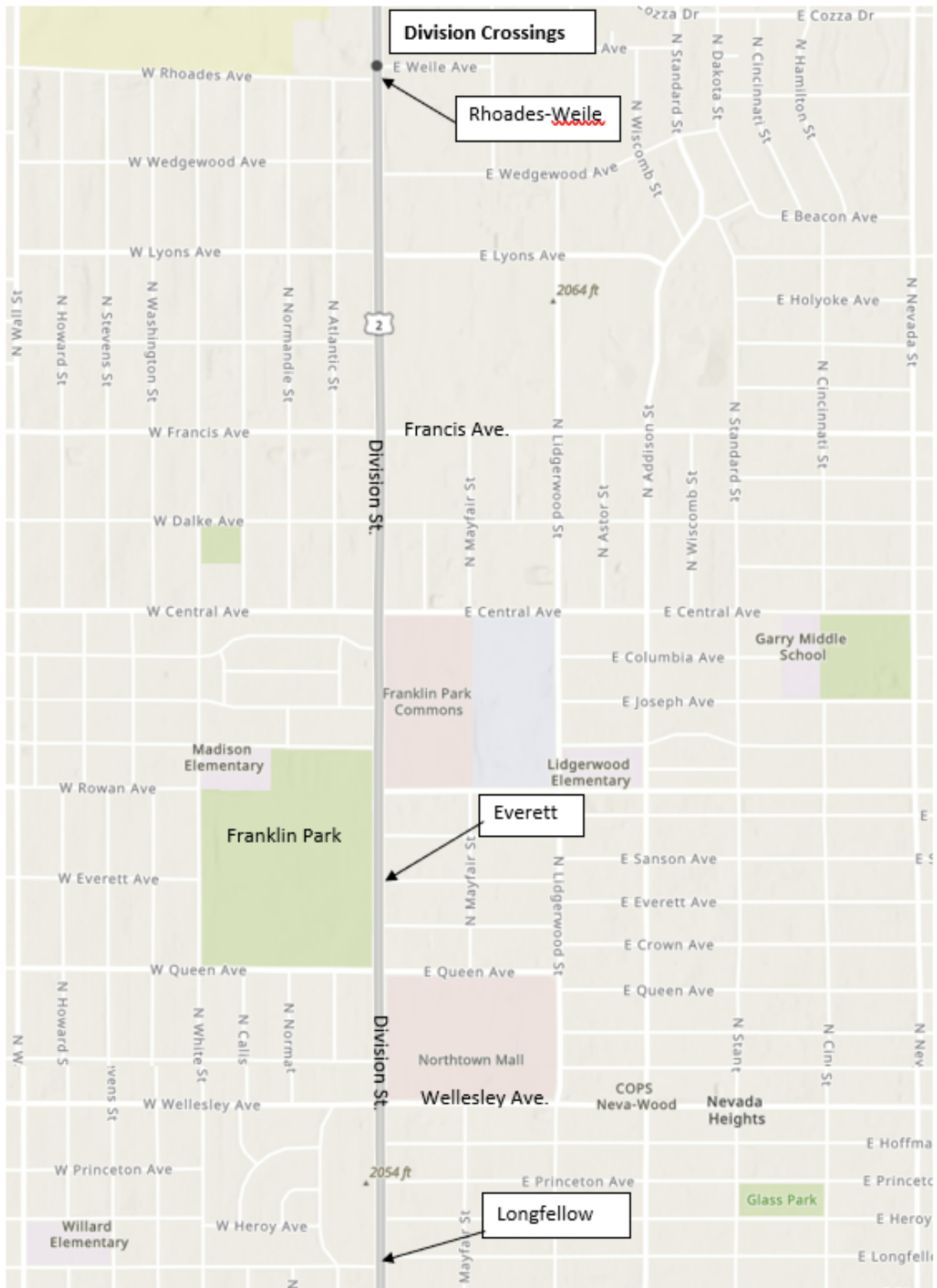
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

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

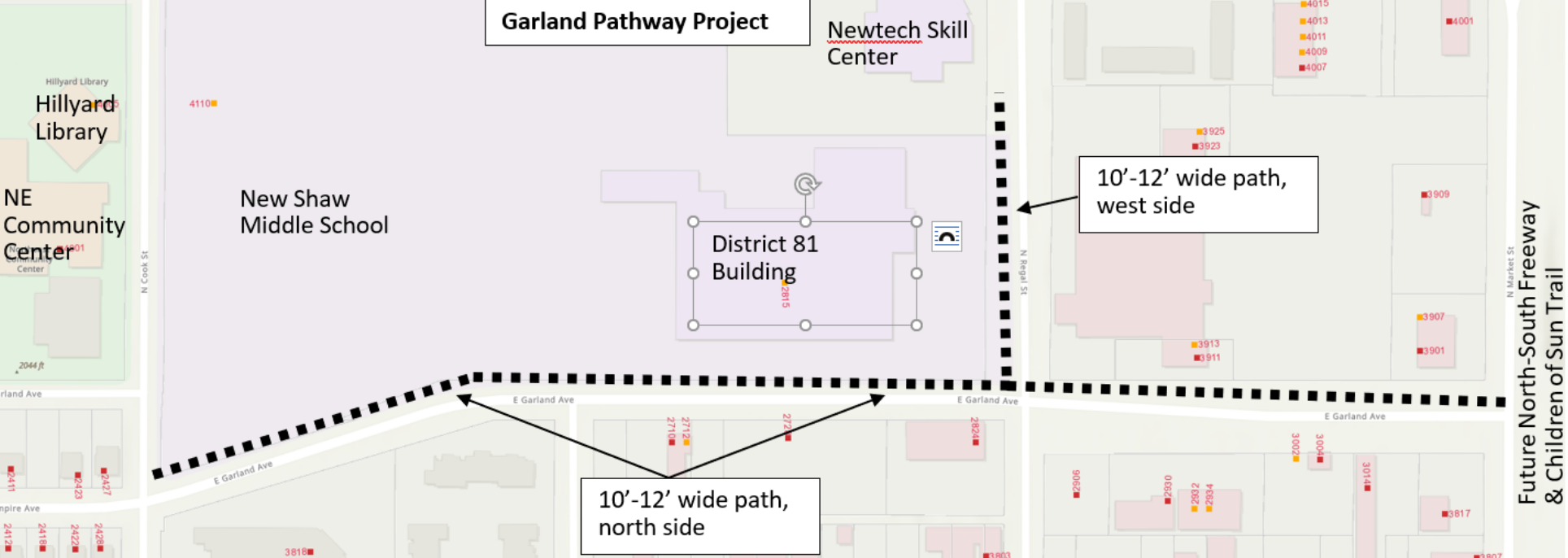
Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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?

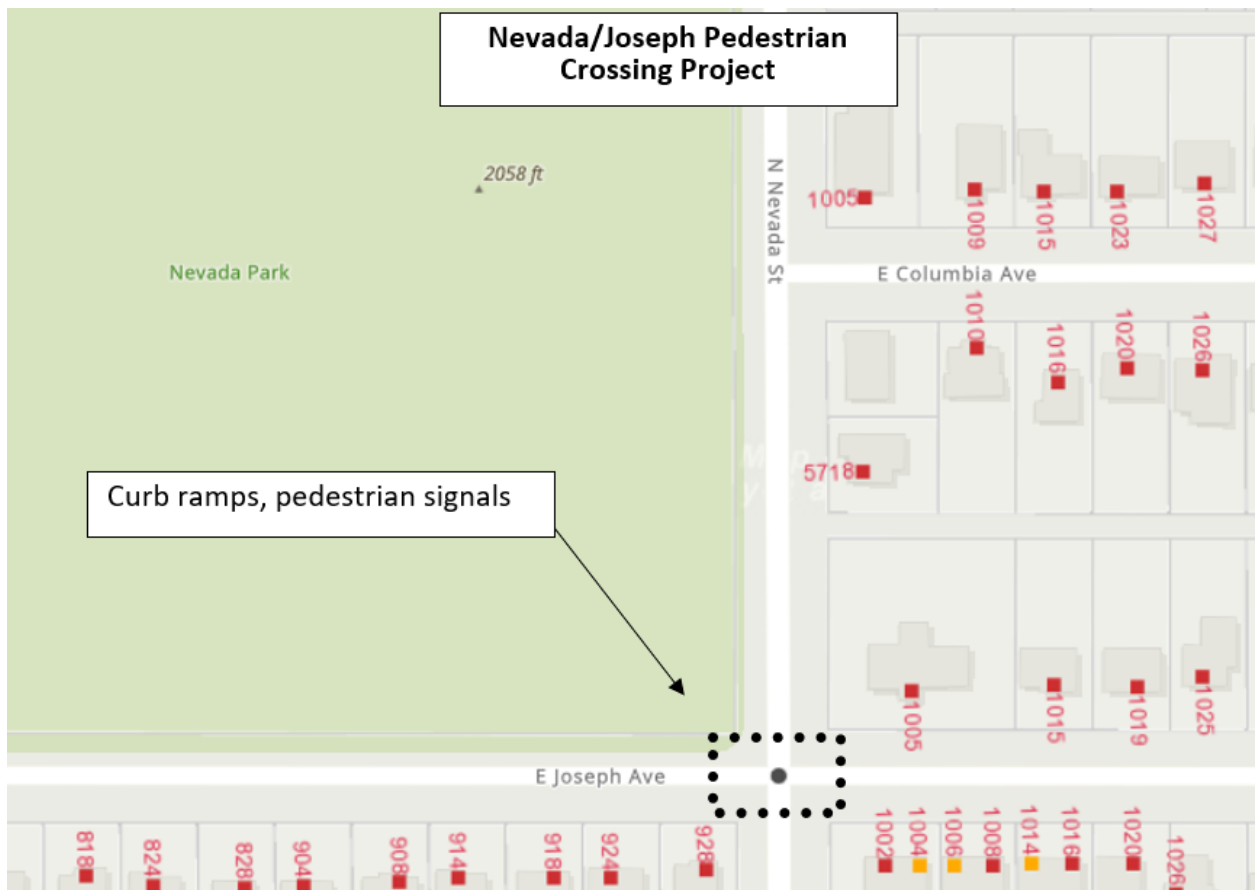
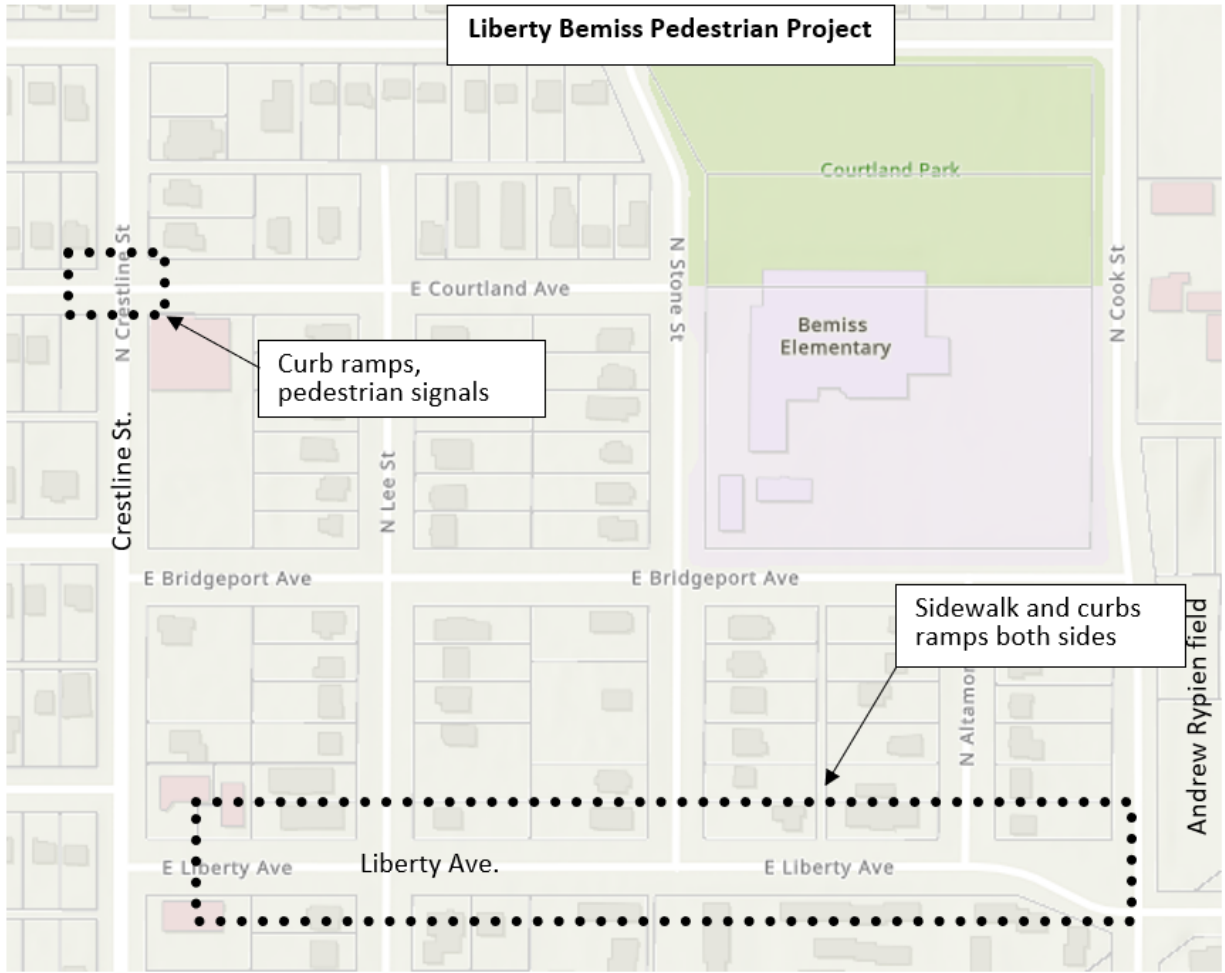
The projects is consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street improvement activities.

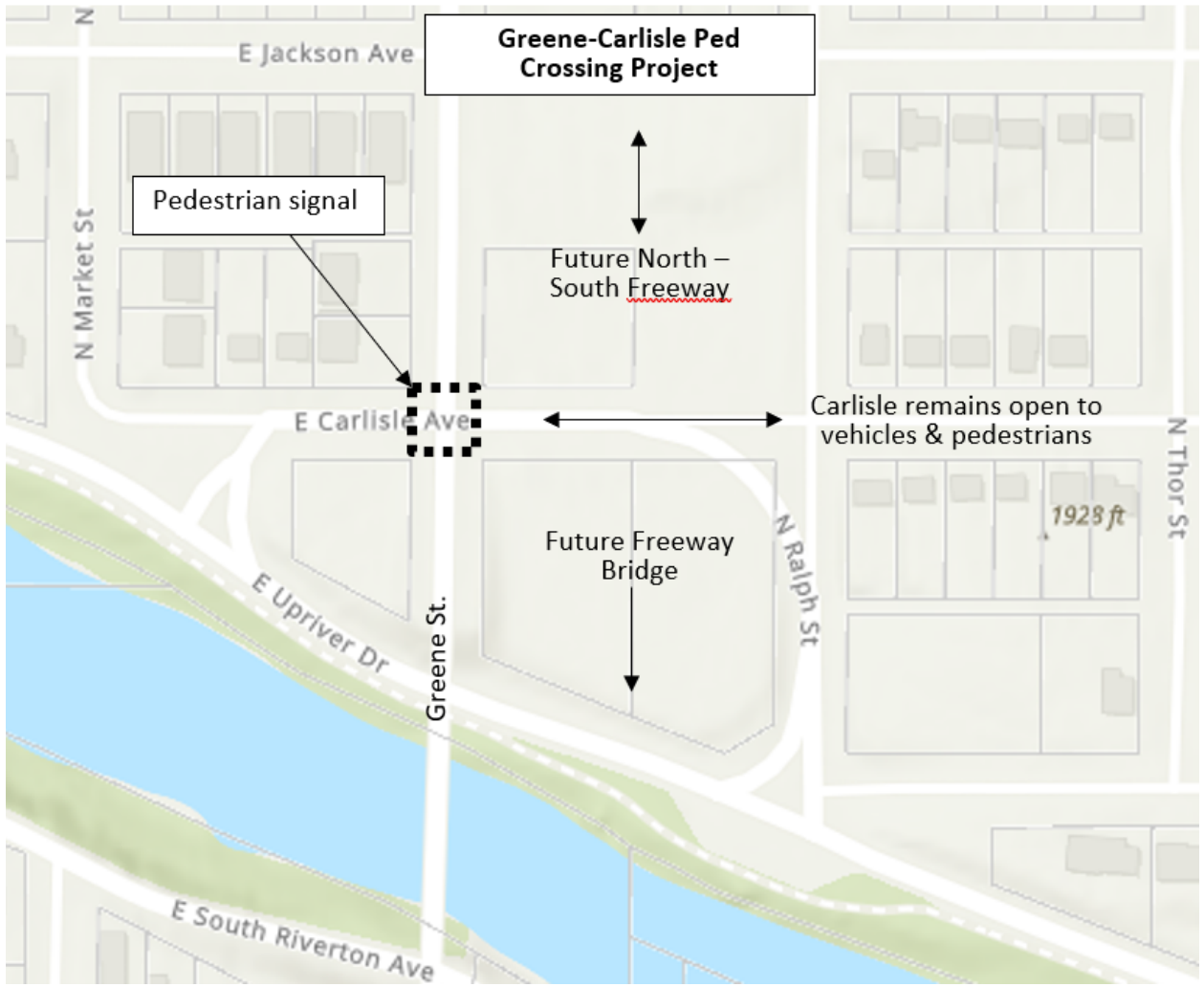


Garland Pathway Project











City of Spokane
PUBLIC WORKS CONTRACT
Title: **DIVISION PEDESTRIAN HYBRID BEACONS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **POWER CITY ELECTRIC, INC.**, whose address is PO Box 2507, Spokane, Washington 99220 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **DIVISION PEDESTRIAN HYBRID BEACONS PROJECT.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2023, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2021071 shall apply.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item at a total cost not to exceed \$1,185,725.13, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 will include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. 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. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to 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.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

14. 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 State Department of Labor and Industries; 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.

15. 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.

16. SUBCONTRACTOR RESPONSIBILITY.

A. 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).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. **Subcontracting Requirements.** The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

17. **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 Contractor 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 Contractor.

18. **EXECUTIVE ORDER 11246.**

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. **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.

20. **ASSIGNMENTS.** The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

21. 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 the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. 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.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. 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.
27. 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.
28. 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 Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items

produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT. Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

POWER CITY ELECTRIC, 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 Contract:

- Payment Bond
- Performance Bond
- Certification Regarding Debarment
- Schedule A-1

PAYMENT BOND

We, **POWER CITY ELECTRIC, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-FIVE AND 13/100 DOLLARS (\$1,185,725.13)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **DIVISION PEDESTRIAN HYBRID BEACONS PROJECT**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

POWER CITY ELECTRIC, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was
authorized to sign the document and acknowledged it as the agent or representative of the
named surety company which is authorized to do business in the State of Washington, for
the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **POWER CITY ELECTRIC, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION ONE HUNDRED EIGHTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-FIVE AND 13/100 DOLLARS (\$1,185,725.13)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **DIVISION PEDESTRIAN HYBRID BEACONS PROJECT**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

POWER CITY ELECTRIC, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

1. The lower tier contractor certifies, 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)

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 813.00	\$ 813.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
3	SPCC PLAN	1.00 LS	\$ 1,000.00	\$ 1,000.00
4	POTHOLING	12.00 EA	\$ 624.00	\$ 7,488.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 5,000.00	\$ 5,000.00
6	MOBILIZATION	1.00 LS	\$ 43,132.00	\$ 43,132.00
7	WORK ZONE SAFETY CONTINGENCY	15,000.00 FA	\$ 1.00	\$ 15,000.00
8	TRAFFIC CONTROL SUPERVISOR	1.00 LS	\$ 78,214.00	\$ 78,214.00
9	PEDESTRIAN TRAFFIC CONTROL	1.00 LS	\$ 3,830.00	\$ 3,830.00
10	OTHER TRAFFIC CONTROL LABOR	1,650.00 HR	\$ 69.44	\$ 114,576.00
11	CONSTRUCTION SIGNS CLASS A	801.00 SF	\$ 12.96	\$ 10,380.96
12	SEQUENTIAL ARROW SIGN	1,500.00 HR	\$ 2.52	\$ 3,780.00
13	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	1.00 LS	\$ 17,862.00	\$ 17,862.00

14	TYPE III BARRICADE	9.00 EA	\$	39.00	\$	351.00
15	CLEARING AND GRUBBING	1.00 LS	\$	11,200.00	\$	11,200.00
16	TREE ROOT TREATMENT	5.00 EA	\$	840.00	\$	4,200.00
17	TREE PROTECTION ZONE	8.00 EA	\$	392.00	\$	3,136.00
18	TREE PRUNING	3.00 EA	\$	392.00	\$	1,176.00
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	10,355.00	\$	10,355.00
20	REMOVE EXISTING CURB	610.00 LF	\$	13.44	\$	8,198.40
21	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	300.00 SY	\$	37.24	\$	11,172.00
22	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1.00 EA	\$	2,968.00	\$	2,968.00
23	SAWCUTTING CURB	24.00 EA	\$	56.00	\$	1,344.00
24	SAWCUTTING RIGID PAVEMENT	820.00 LFI	\$	3.64	\$	2,984.80
25	SAWCUTTING FLEXIBLE PAVEMENT	870.00 LFI	\$	1.85	\$	1,609.50
26	CONTROLLED DENSITY FILL	5.00 CY	\$	280.00	\$	1,400.00
27	CSTC FOR SIDEWALK AND DRIVEWAYS	25.00 CY	\$	448.00	\$	11,200.00
28	COMMERCIAL HMA	5.00 TON	\$	330.35	\$	1,651.75

29	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. VERY HEAVY TRAFFIC, 8 INCH THICK	63.00 SY	\$	170.47	\$	10,739.61
30	PAVEMENT REPAIR EXCAVATION INCL. HAUL	63.00 SY	\$	44.81	\$	2,823.03
31	COMMERCIAL CONCRETE	10.00 CY	\$	280.00	\$	2,800.00
32	CATCH BASIN TYPE 0	1.00 EA	\$	5,040.00	\$	5,040.00
33	CLEANING EXISTING DRAINAGE STRUCTURE	3.00 EA	\$	500.00	\$	1,500.00
34	TRENCH SAFETY SYSTEM	1.00 LS	\$	280.00	\$	280.00
35	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	5.00 LF	\$	336.00	\$	1,680.00
36	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1.00 EA	\$	1,680.00	\$	1,680.00
37	ESC LEAD	1.00 LS	\$	1,500.00	\$	1,500.00
38	INLET PROTECTION	2.00 EA	\$	350.00	\$	700.00
39	LANDSCAPE REPAIR	1.00 LS	\$	2,500.00	\$	2,500.00
40	TOPSOIL TYPE A, 2 INCH THICK	140.00 SY	\$	20.00	\$	2,800.00
41	HYDROSEEDING	35.00 SY	\$	15.00	\$	525.00
42	SOD INSTALLATION	105.00 SY	\$	18.00	\$	1,890.00
43	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	7,500.00	\$	7,500.00

44	CEMENT CONCRETE CURB	435.00 LF	\$	54.13	\$	23,546.55
45	CHANNELIZING DEVICES - TYPE 4	1.00 EA	\$	252.00	\$	252.00
46	MODIFY FENCING, REMOVE & RESTORE	1.00 LS	\$	1,000.00	\$	1,000.00
47	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	750.00	\$	750.00
48	REFERENCE AND REESTABLISH SURVEY MONUMENT	3.00 EA	\$	500.00	\$	1,500.00
49	CEMENT CONCRETE SIDEWALK	370.00 SY	\$	137.19	\$	50,760.30
50	RAMP DETECTABLE WARNING	104.00 SF	\$	27.09	\$	2,817.36
51	RAMP DETECTABLE WARNING RETROFIT	76.00 SF	\$	43.77	\$	3,326.52
52	PEDESTRIAN HYBRID BEACON SYSTEM WEILE	1.00 LS	\$	166,365.00	\$	166,365.00
53	PEDESTRIAN HYBRID BEACON SYSTEM EVERETT	1.00 LS	\$	165,866.00	\$	165,866.00
54	PEDESTRIAN HYBRID BEACON SYSTEM LONGFELLOW	1.00 LS	\$	174,288.00	\$	174,288.00
55	COMMUNICATION CONDUIT SYSTEM	1.00 LS	\$	16,061.00	\$	16,061.00
56	COMMUNICATION CABLES AND INTERFACES	1.00 LS	\$	9,698.00	\$	9,698.00
57	VIDEO & DATA TRANSMISSION AND DISTRIBUTION SYSTEM	1.00 LS	\$	50,432.00	\$	50,432.00
58	DIRECTIONAL BORING	600.00 LF	\$	61.60	\$	36,960.00

59	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	31,495.00	\$	31,495.00
60	REMOVAL OF EXISTING PAVEMENT MARKINGS	610.00 SF	\$	4.65	\$	2,836.50
61	PAVEMENT MARKING - DURABLE HEAT APPLIED	1,390.00 SF	\$	12.49	\$	17,361.10
62	REINFORCED DOWELED CURB	129.00 LF	\$	62.19	\$	8,022.51
63	CONCRETE TRAFFIC ISLAND 12 IN. WIDE	10.00 LF	\$	112.17	\$	1,121.70
64	TRAFFIC ISLAND CONCRETE	58.00 SY	\$	56.63	\$	3,284.54
Schedule A-1 Subtotal					\$	<u>1,185,725.13</u>
Summary of Bid Items				Bid Total		\$ <u>1,185,725.13</u>

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number **2021071**
Project Description Division Pedestrian Hybrid Beacons

Original Date

6/20/2023 1:48:00 PM

Project Number: 2021071			Engineer's Estimate		POWER CITY ELECTRIC INC (Submitted)		COLVICO INC (Submitted)		WM WINKLER COMPANY (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	5,000.00	5,000.00	813.00	\$813.00	800.00	\$800.00	726.00	\$726.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,200.00	1,200.00	1,000.00	\$1,000.00	1,000.00	\$1,000.00	1,159.00	\$1,159.00
4	POTHOLING	12 EA	1,000.00	12,000.00	624.00	\$7,488.00	715.00	\$8,580.00	752.00	\$9,024.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	15,000.00	15,000.00	5,000.00	\$5,000.00	10,750.00	\$10,750.00	12,472.00	\$12,472.00
6	MOBILIZATION	1 LS	99,000.00	99,000.00	43,132.00	\$43,132.00	39,430.50	\$39,430.50	105,955.00	\$105,955.00
7	WORK ZONE SAFETY CONTINGENCY	15000 FA	1.00	15,000.00	1.00	\$15,000.00	1.00	\$15,000.00	1.00	\$15,000.00
8	TRAFFIC CONTROL SUPERVISOR	1 LS	65,000.00	65,000.00	78,214.00	\$78,214.00	64,600.00	\$64,600.00	70,630.00	\$70,630.00
9	PEDESTRIAN TRAFFIC CONTROL	1 LS	15,000.00	15,000.00	3,830.00	\$3,830.00	3,300.00	\$3,300.00	3,250.00	\$3,250.00
10	OTHER TRAFFIC CONTROL LABOR	1650 HR	40.00	66,000.00	69.44	\$114,576.00	79.20	\$130,680.00	87.80	\$144,870.00
11	CONSTRUCTION SIGNS CLASS A	801 SF	15.00	12,015.00	12.96	\$10,380.96	13.20	\$10,573.20	13.00	\$10,413.00
12	SEQUENTIAL ARROW SIGN	1500 HR	5.00	7,500.00	2.52	\$3,780.00	4.40	\$6,600.00	4.35	\$6,525.00
13	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	1 LS	20,000.00	20,000.00	17,862.00	\$17,862.00	60,500.00	\$60,500.00	4,333.00	\$4,333.00
14	TYPE III BARRICADE	9 EA	120.00	1,080.00	39.00	\$351.00	110.00	\$990.00	108.50	\$976.50
15	CLEARING AND GRUBBING	1 LS	5,000.00	5,000.00	11,200.00	\$11,200.00	7,900.00	\$7,900.00	7,357.00	\$7,357.00
16	TREE ROOT TREATMENT	5 EA	350.00	1,750.00	840.00	\$4,200.00	900.00	\$4,500.00	812.50	\$4,062.50
17	TREE PROTECTION ZONE	8 EA	300.00	2,400.00	392.00	\$3,136.00	420.00	\$3,360.00	379.00	\$3,032.00
18	TREE PRUNING	3 EA	400.00	1,200.00	392.00	\$1,176.00	420.00	\$1,260.00	379.00	\$1,137.00
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	3,000.00	3,000.00	10,355.00	\$10,355.00	11,000.00	\$11,000.00	7,043.00	\$7,043.00
20	REMOVE EXISTING CURB	610 LF	16.00	9,760.00	13.44	\$8,198.40	13.50	\$8,235.00	13.10	\$7,991.00
21	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	300 SY	30.00	9,000.00	37.24	\$11,172.00	36.60	\$10,980.00	37.40	\$11,220.00
22	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1 EA	700.00	700.00	2,968.00	\$2,968.00	3,050.00	\$3,050.00	2,233.00	\$2,233.00
23	SAWCUTTING CURB	24 EA	60.00	1,440.00	56.00	\$1,344.00	78.00	\$1,872.00	37.90	\$909.60
24	SAWCUTTING RIGID PAVEMENT	820 LFI	2.50	2,050.00	3.64	\$2,984.80	5.40	\$4,428.00	1.20	\$984.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

25	SAWCUTTING FLEXIBLE PAVEMENT	870 LFI	1.50	1,305.00	1.85	\$1,609.50	3.00	\$2,610.00	0.40	\$348.00
26	CONTROLLED DENSITY FILL	5 CY	180.00	900.00	280.00	\$1,400.00	267.00	\$1,335.00	441.00	\$2,205.00
27	CSTC FOR SIDEWALK AND DRIVEWAYS	25 CY	200.00	5,000.00	448.00	\$11,200.00	440.00	\$11,000.00	461.50	\$11,537.50
28	COMMERCIAL HMA	5 TON	180.00	900.00	330.35	\$1,651.75	360.00	\$1,800.00	319.50	\$1,597.50
29	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. VERY HEAVY TRAFFIC, 8 INCH THICK	63 SY	60.00	3,780.00	170.47	\$10,739.61	186.00	\$11,718.00	165.00	\$10,395.00
30	PAVEMENT REPAIR EXCAVATION INCL. HAUL	63 SY	60.00	3,780.00	44.81	\$2,823.03	45.60	\$2,872.80	182.50	\$11,497.50
31	COMMERCIAL CONCRETE	10 CY	180.00	1,800.00	280.00	\$2,800.00	250.00	\$2,500.00	243.50	\$2,435.00
32	CATCH BASIN TYPE 0	1 EA	3,800.00	3,800.00	5,040.00	\$5,040.00	4,950.00	\$4,950.00	4,223.00	\$4,223.00
33	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	1,000.00	3,000.00	500.00	\$1,500.00	990.00	\$2,970.00	368.50	\$1,105.50
34	TRENCH SAFETY SYSTEM	1 LS	2,500.00	2,500.00	280.00	\$280.00	660.00	\$660.00	505.00	\$505.00
35	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	5 LF	80.00	400.00	336.00	\$1,680.00	270.00	\$1,350.00	342.50	\$1,712.50
36	CONNECT 8 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	800.00	800.00	1,680.00	\$1,680.00	1,800.00	\$1,800.00	1,217.00	\$1,217.00
37	ESC LEAD	1 LS	2,500.00	2,500.00	1,500.00	\$1,500.00	6,100.00	\$6,100.00	1,401.00	\$1,401.00
38	INLET PROTECTION	2 EA	110.00	220.00	350.00	\$700.00	250.00	\$500.00	155.50	\$311.00
39	LANDSCAPE REPAIR	1 LS	3,000.00	3,000.00	2,500.00	\$2,500.00	8,000.00	\$8,000.00	2,708.00	\$2,708.00
40	TOPSOIL TYPE A, 2 INCH THICK	140 SY	20.00	2,800.00	20.00	\$2,800.00	62.00	\$8,680.00	7.60	\$1,064.00
41	HYDROSEEDING	35 SY	3.00	105.00	15.00	\$525.00	20.00	\$700.00	3.25	\$113.75
42	SOD INSTALLATION	105 SY	12.00	1,260.00	18.00	\$1,890.00	35.00	\$3,675.00	32.50	\$3,412.50
43	REMOVE AND REPLACE EXISTING SPRINKLER HEADS	1 LS	3,000.00	3,000.00	7,500.00	\$7,500.00	8,500.00	\$8,500.00	4,875.00	\$4,875.00
44	CEMENT CONCRETE CURB	435 LF	35.00	15,225.00	54.13	\$23,546.55	55.00	\$23,925.00	48.30	\$21,010.50
45	CHANNELIZING DEVICES - TYPE 4	1 EA	400.00	400.00	252.00	\$252.00	270.00	\$270.00	243.50	\$243.50
46	MODIFY FENCING, REMOVE & RESTORE	1 LS	2,500.00	2,500.00	1,000.00	\$1,000.00	7,200.00	\$7,200.00	3,144.00	\$3,144.00
47	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	3,500.00	3,500.00	750.00	\$750.00	7,200.00	\$7,200.00	4,333.00	\$4,333.00
48	REFERENCE AND REESTABLISH SURVEY	3 EA	1,200.00	3,600.00	500.00	\$1,500.00	600.00	\$1,800.00	2,708.00	\$8,124.00
49	CEMENT CONCRETE SIDEWALK	370 SY	90.00	33,300.00	137.19	\$50,760.30	134.75	\$49,857.50	122.50	\$45,325.00
50	RAMP DETECTABLE WARNING	104 SF	28.00	2,912.00	27.09	\$2,817.36	29.10	\$3,026.40	24.20	\$2,516.80
51	RAMP DETECTABLE WARNING RETROFIT	76 SF	30.00	2,280.00	43.77	\$3,326.52	47.10	\$3,579.60	39.10	\$2,971.60
52	PEDESTRIAN HYBRID BEACON SYSTEM WEILE	1 LS	185,000.00	185,000.00	166,365.00	\$166,365.00	158,500.00	\$158,500.00	166,750.00	\$166,750.00

City Of Spokane
Engineering Services Department

*****Bid Tabulation*****

53	PEDESTRIAN HYBRID BEACON SYSTEM EVERETT	1 LS	185,000.00	185,000.00	165,866.00	\$165,866.00	159,000.00	\$159,000.00	167,276.00	\$167,276.00
54	PEDESTRIAN HYBRID BEACON SYSTEM LONGFELLOW	1 LS	185,000.00	185,000.00	174,288.00	\$174,288.00	164,000.00	\$164,000.00	172,536.00	\$172,536.00
55	COMMUNICATION CONDUIT SYSTEM	1 LS	30,000.00	30,000.00	16,061.00	\$16,061.00	19,500.00	\$19,500.00	20,515.00	\$20,515.00
56	COMMUNICATION CABLES AND INTERFACES	1 LS	20,000.00	20,000.00	9,698.00	\$9,698.00	9,550.00	\$9,550.00	10,047.00	\$10,047.00
57	VIDEO & DATA TRANSMISSION AND	1 LS	45,000.00	45,000.00	50,432.00	\$50,432.00	49,800.00	\$49,800.00	52,392.00	\$52,392.00
58	DIRECTIONAL BORING	600 LF	130.00	78,000.00	61.60	\$36,960.00	77.00	\$46,200.00	81.00	\$48,600.00
59	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	20,000.00	20,000.00	31,495.00	\$31,495.00	30,950.00	\$30,950.00	30,462.00	\$30,462.00
60	REMOVAL OF EXISTING PAVEMENT MARKINGS	610 SF	10.00	6,100.00	4.65	\$2,836.50	5.00	\$3,050.00	4.50	\$2,745.00
61	PAVEMENT MARKING - DURABLE HEAT APPLIED	1390 SF	15.00	20,850.00	12.49	\$17,361.10	12.30	\$17,097.00	12.10	\$16,819.00
62	REINFORCED DOWELED CURB	129 LF	70.00	9,030.00	62.19	\$8,022.51	67.00	\$8,643.00	55.50	\$7,159.50
63	CONCRETE TRAFFIC ISLAND 12 IN. WIDE	10 LF	50.00	500.00	112.17	\$1,121.70	120.30	\$1,203.00	576.50	\$5,765.00
64	TRAFFIC ISLAND CONCRETE	58 SY	110.00	6,380.00	56.63	\$3,284.54	61.00	\$3,538.00	90.70	\$5,260.60
Bid Total			\$1,265,523.00		\$1,185,725.13		\$1,259,000.00		\$1,287,962.85	

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	1,265,523.00	0.00	0.00	0.00	1,265,523.00
POWER CITY ELECTRIC INC (Submitted)	1,185,725.13	0.00	0.00	0.00	1,185,725.13
COLVICO INC (Submitted)	1,259,000.00	0.00	0.00	0.00	1,259,000.00
WM WINKLER COMPANY (Submitted)	1,287,962.85	0.00	0.00	0.00	1,287,962.85

Low Bid Contractor: POWER CITY ELECTRIC INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	1,185,725.13	1,265,523.00	6.31 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	1,185,725.13	1,265,523.00	6.31 % Under Estimate



Agenda Sheet for City Council Meeting of:

07/10/2023

Date Rec'd	6/27/2023
Clerk's File #	OPR 2023-0670
Renews #	
Cross Ref #	
Project #	2020080
Bid #	
Requisition #	CR 25124

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD – NORTHEAST FORCE MAIN PROJECT (2020080) – DW EXCAVAT

Agenda Wording

Low Bid of DW Excavating Inc., of Davenport, WA for the Northeast Force Main Project in the amount of \$1,190,792.00 plus tax. An administrative reserve of \$119,079.20 plus tax, which is 10% of the contract price, will be set aside.

Summary (Background)

On June 26, 2023 bids were opened for the above project. The low bid was from DW Excavating Inc. in the amount of \$1,190,792.00, which is \$43,983.00 or 3.84% over the Engineer's Estimate; two other bids were received as follows: Inland Infrastructure, LLC - \$1,294,906.00 and Corridor Contractors - \$1,431,190.50. (Hillyard Neighborhood Council)

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 1,190,792.00

Select \$

Select \$

Select \$

Budget Account

4250-43387-94350-56501-14465

#

#

#

Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	PIES 4/24/23
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
	lars@dwexcavating.net (Signee: Lars Hendrickson)

Briefing Paper PIES

Submitting Department:	Public Works, Engineering
Contact Name	Dan Buller 625-6391
Contact Email & Phone	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Northeast Force Main
Summary (Background)	<ul style="list-style-type: none"> This project constructs a parallel and smaller diameter (8") force main between the Northeast Lift Station and the gravity main on Rowan and Myrtle. The existing 14 in dia. force main is oversized leading to long sewage detention times and consequently significant odor and hydrogen sulfide pipe corrosion issues. The force main route was selected to mostly impact gravel roads to reduce costs and construction impacts. This project is funded with sewer rate fees.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval. This project is planned to advertise in April-May, 2023, start construction in about June or July 2023 and finish this fall.
<ul style="list-style-type: none"> Fiscal Impact: Total Cost: This project is expected to cost about \$0.7M. <p>Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)</p> <p>Expense Occurrence X One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>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.</p>	

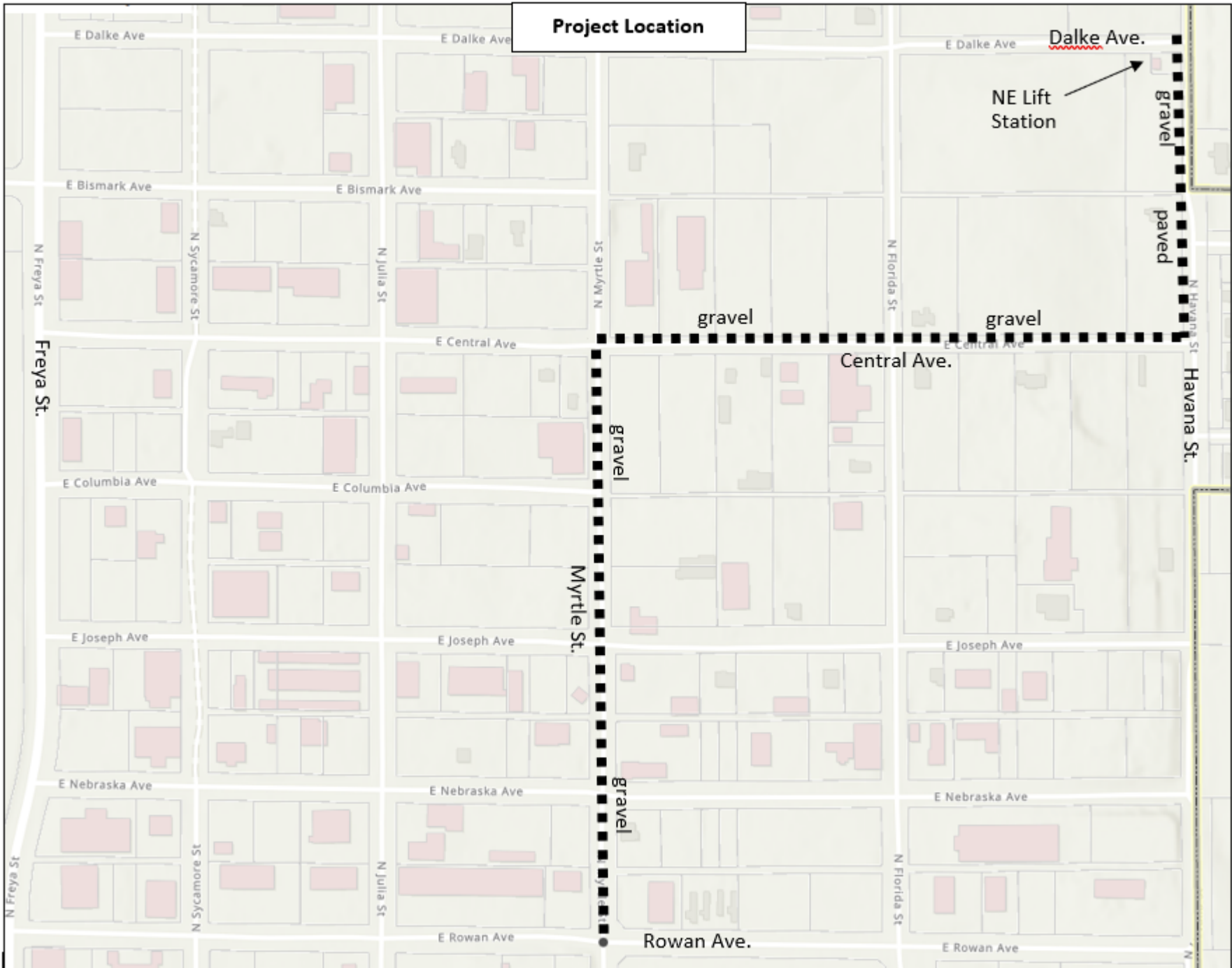
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

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

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

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

Project Location



Dalke Ave.

NE Lift Station

gravel

gravel

Central Ave.

gravel

Myrtle St.

gravel

Rowan Ave.

gravel

paved

Havana St.

N



City of Spokane
PUBLIC WORKS CONTRACT
Title: **NORTHEAST FORCE MAIN**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **DW EXCAVATING, INC.**, whose address is 215 Park Street, Davenport, Washington 99122 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **NORTHEAST FORCE MAIN**.
2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2023, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2020080 shall apply.
3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.
4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.
5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.
6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item for a total cost not to exceed \$1,190,792.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall not include sales tax.
8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. 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. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.
9. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.
10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.
11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.
12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.
13. 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.

14. 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 State Department of Labor and Industries; 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.

15. 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.

16. SUBCONTRACTOR RESPONSIBILITY.

A. 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. 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).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. **Subcontracting Requirements.** The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

17. **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 Contractor 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 Contractor.

18. **EXECUTIVE ORDER 11246.**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided

by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. 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.

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

21. 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 the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. 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.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. 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.
27. 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.
28. 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 Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.
31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not

foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

DW EXCAVATING, 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 Contract:

- Payment Bond
 - Performance Bond
 - Certification Regarding Debarment
 - Schedule A-1
- 23-127

PAYMENT BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION ONE HUNDRED NINETY THOUSAND SEVEN HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$1,190,792.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **NORTHEAST FORCE MAIN**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

A valid POWER OF ATTORNEY for the Surety's agent must accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was
authorized to sign the document and acknowledged it as the agent or representative of the
named surety company which is authorized to do business in the State of Washington, for
the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **DW EXCAVATING, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION ONE HUNDRED NINETY THOUSAND SEVEN HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$1,190,792.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **NORTHEAST FORCE MAIN**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

DW EXCAVATING, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

1. The lower tier contractor certifies, 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)

SCHEDULE A-1
Tax Classification: Sales tax shall NOT be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 400.00	\$ 400.00
2	APPRENTICE UTILIZATION	1.00 LS	\$ 650.00	\$ 650.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
4	SPCC PLAN	1.00 LS	\$ 100.00	\$ 100.00
5	POTHOLING	69.00 EA	\$ 472.00	\$ 32,568.00
6	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 4,100.00	\$ 4,100.00
7	MOBILIZATION	1.00 LS	\$ 110,300.00	\$ 110,300.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 33,650.00	\$ 33,650.00
9	WORK ZONE CONTINGENCY	5,000.00 FA	\$ 1.00	\$ 5,000.00
10	SPECIAL SIGNS	120.00 SF	\$ 25.00	\$ 3,000.00
11	TYPE III BARRICADE	28.00 EA	\$ 212.00	\$ 5,936.00
12	CLEARING AND GRUBBING	1.00 LS	\$ 3,800.00	\$ 3,800.00
13	TREE PROTECTION ZONE	5.00 EA	\$ 303.00	\$ 1,515.00

14	REMOVE TREE, CLASS I	1.00 EA	\$	880.00	\$	880.00
15	TREE PRUNING	3.00 EA	\$	385.00	\$	1,155.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	1,500.00	\$	1,500.00
17	REMOVE EXISTING CURB	30.00 LF	\$	9.00	\$	270.00
18	REMOVE EXISTING CURB AND GUTTER	104.00 LF	\$	12.00	\$	1,248.00
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	46.00 SY	\$	16.00	\$	736.00
20	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1.00 EA	\$	670.00	\$	670.00
21	SAWCUTTING CURB	4.00 EA	\$	44.00	\$	176.00
22	SAWCUTTING RIGID PAVEMENT	10.00 LFI	\$	1.10	\$	11.00
23	SAWCUTTING FLEXIBLE PAVEMENT	700.00 LFI	\$	0.33	\$	231.00
24	ROADWAY EXCAVATION INCL. HAUL	370.00 CY	\$	54.00	\$	19,980.00
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	27.00	\$	270.00
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	10.00 CY	\$	48.00	\$	480.00
27	PREPARATION OF UNTREATED ROADWAY	11,100.00 SY	\$	3.92	\$	43,512.00
28	CONTROLLED DENSITY FILL	20.00 CY	\$	325.00	\$	6,500.00
29	CRUSHED SURFACING TOP COURSE	1,060.00 CY	\$	71.75	\$	76,055.00

30	CSTC FOR SIDEWALK AND DRIVEWAYS	6.00 CY	\$	603.00	\$	3,618.00
31	DUST CONTROL	9,050.00 SY	\$	0.80	\$	7,240.00
32	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	2,058.00 SY	\$	19.00	\$	39,102.00
33	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	15.00 SY	\$	342.00	\$	5,130.00
34	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
35	COMPACTION PRICE ADJUSTMENT	1,850.00 EST	\$	1.00	\$	1,850.00
36	PRECAST UTILITY VAULT 8'X12'	1.00 EA	\$	52,850.00	\$	52,850.00
37	PRECAST UTILITY VAULT LID 5'X5'	1.00 EA	\$	6,200.00	\$	6,200.00
38	MANHOLE - 60 IN.	1.00 EA	\$	8,300.00	\$	8,300.00
39	MANHOLE - 48 IN. DOGHOUSE	1.00 EA	\$	13,275.00	\$	13,275.00
40	MANHOLE - 72 IN. DOGHOUSE	1.00 EA	\$	19,650.00	\$	19,650.00
41	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	7.00 VF	\$	78.00	\$	546.00
42	MANHOLE ADDITIONAL HEIGHT 60 IN. DIA.	4.00 VF	\$	79.00	\$	316.00
43	MANHOLE ADDITIONAL HEIGHT 72 IN. DIA.	4.00 VF	\$	80.00	\$	320.00
44	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	1.00 EA	\$	1,540.00	\$	1,540.00

45	MH OR DW FRAME AND COVER (STANDARD)	11.00 EA	\$	1,222.00	\$	13,442.00
46	VALVE BOX AND COVER	19.00 EA	\$	700.00	\$	13,300.00
47	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	11.00 EA	\$	680.00	\$	7,480.00
48	CLEANING EXISTING DRAINAGE STRUCTURE	10.00 EA	\$	357.00	\$	3,570.00
49	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20.00 CY	\$	24.00	\$	480.00
50	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20.00 CY	\$	43.00	\$	860.00
51	IMPORTED BACKFILL	100.00 CY	\$	46.00	\$	4,600.00
52	TRENCH SAFETY SYSTEM	1.00 LS	\$	23,380.00	\$	23,380.00
53	RECONNECT SIDE SEWER	18.00 LF	\$	61.00	\$	1,098.00
54	SIDE SEWER CLEANING AND VIDEO INSPECTION	18.00 EA	\$	385.00	\$	6,930.00
55	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	5,400.00	\$	5,400.00
56	CLEANING EXISTING SANITARY SEWERS	15.00 EA	\$	715.00	\$	10,725.00
57	CLEANING EXISTING SANITARY SEWER FORCE MAIN	1.00 LS	\$	21,660.00	\$	21,660.00
58	SHARED BLOWOFF PIPING (4 INCH)	2.00 EA	\$	7,100.00	\$	14,200.00
59	PLUG VALVE 8 IN.	1.00 EA	\$	3,200.00	\$	3,200.00
60	PLUG VALVE 14 IN.	1.00 EA	\$	8,100.00	\$	8,100.00

61	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	1.00 EA	\$	9,365.00	\$	9,365.00
62	TRENCH EXC. FOR WATER SERVICE TAP	132.00 LF	\$	60.00	\$	7,920.00
63	SANITARY SEWER FORCE MAIN DI PIPE 8 IN. DIA.	3,235.00 LF	\$	117.00	\$	378,495.00
64	SANITARY SEWER FORCE MAIN DI PIPE 14 IN. DIA.	64.00 LF	\$	387.00	\$	24,768.00
65	SANITARY SEWER FORCE MAIN CLEANOUT 8 IN. DIA	2.00 EA	\$	3,472.00	\$	6,944.00
66	SANITARY SEWER FORCE MAIN CLEANOUT 14 IN. DIA	2.00 EA	\$	8,940.00	\$	17,880.00
67	SANITARY SEWER FORCE MAIN BYPASS PORT	1.00 EA	\$	6,450.00	\$	6,450.00
68	BYPASS SEWER PUMPING	1.00 LS	\$	16,350.00	\$	16,350.00
69	ESC LEAD	1.00 LS	\$	925.00	\$	925.00
70	INLET PROTECTION	11.00 EA	\$	97.00	\$	1,067.00
71	STREET CLEANING	40.00 HR	\$	235.00	\$	9,400.00
72	HYDROSEEDING	350.00 SY	\$	3.08	\$	1,078.00
73	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	5,600.00	\$	5,600.00
74	CEMENT CONCRETE CURB	45.00 LF	\$	43.00	\$	1,935.00
75	CEMENT CONCRETE CURB AND GUTTER	130.00 LF	\$	46.00	\$	5,980.00

76	CEMENT CONCRETE DRIVEWAY	27.00 SY	\$	108.00	\$	2,916.00
77	CEMENT CONCRETE DRIVEWAY TRANSITION	15.00 SY	\$	129.00	\$	1,935.00
78	CHAIN LINK FENCE - 6 FT. TALL	267.00 LF	\$	64.00	\$	17,088.00
79	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	6,200.00	\$	6,200.00
80	REFERENCE AND REESTABLISH SURVEY MONUMENT	3.00 EA	\$	650.00	\$	1,950.00
81	CEMENT CONCRETE SIDEWALK	93.00 SY	\$	95.00	\$	8,835.00
82	RAMP DETECTABLE WARNING	8.00 SF	\$	27.00	\$	216.00
83	REMOVE, PROTECT, AND REPLACE EXISTING MAILBOX	4.00 EA	\$	460.00	\$	1,840.00
84	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	2,600.00	\$	2,600.00
Schedule A-1 Subtotal					\$	<u>1,190,792.00</u>
Summary of Bid Items					Bid Total	\$ <u>1,190,792.00</u>

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number 2020080

Project Description Northeast Force Main

Original Date

6/26/2023 2:27:00 PM

Project Number: 2020080			Engineer's Estimate		DW EXCAVATING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		CORRIDOR CONTRACTORS (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01 Sales tax shall NOT be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	1,000.00	1,000.00	400.00	\$400.00	600.00	\$600.00	1,250.00	\$1,250.00
2	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	650.00	\$650.00	2,000.00	\$2,000.00	10,000.00	\$10,000.00
3	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
4	SPCC PLAN	1 LS	1,500.00	1,500.00	100.00	\$100.00	2,500.00	\$2,500.00	1,500.00	\$1,500.00
5	POTHOLING	69 EA	500.00	34,500.00	472.00	\$32,568.00	675.00	\$46,575.00	500.00	\$34,500.00
6	PUBLIC LIAISON REPRESENTATIVE	1 LS	5,000.00	5,000.00	4,100.00	\$4,100.00	8,000.00	\$8,000.00	34,000.00	\$34,000.00
7	MOBILIZATION	1 LS	70,000.00	70,000.00	110,300.00	\$110,300.00	124,000.00	\$124,000.00	120,000.00	\$120,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	30,000.00	30,000.00	33,650.00	\$33,650.00	35,000.00	\$35,000.00	75,000.00	\$75,000.00
9	WORK ZONE CONTINGENCY	5000 FA	1.00	5,000.00	1.00	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
10	SPECIAL SIGNS	120 SF	25.00	3,000.00	25.00	\$3,000.00	30.00	\$3,600.00	60.00	\$7,200.00
11	TYPE III BARRICADE	28 EA	120.00	3,360.00	212.00	\$5,936.00	155.00	\$4,340.00	540.00	\$15,120.00
12	CLEARING AND GRUBBING	1 LS	7,500.00	7,500.00	3,800.00	\$3,800.00	10,000.00	\$10,000.00	13,500.00	\$13,500.00
13	TREE PROTECTION ZONE	5 EA	500.00	2,500.00	303.00	\$1,515.00	400.00	\$2,000.00	400.00	\$2,000.00
14	REMOVE TREE, CLASS I	1 EA	1,200.00	1,200.00	880.00	\$880.00	950.00	\$950.00	750.00	\$750.00
15	TREE PRUNING	3 EA	600.00	1,800.00	385.00	\$1,155.00	400.00	\$1,200.00	500.00	\$1,500.00
16	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	10,000.00	10,000.00	1,500.00	\$1,500.00	3,500.00	\$3,500.00	11,000.00	\$11,000.00
17	REMOVE EXISTING CURB	30 LF	10.00	300.00	9.00	\$270.00	12.50	\$375.00	59.00	\$1,770.00
18	REMOVE EXISTING CURB AND GUTTER	104 LF	15.00	1,560.00	12.00	\$1,248.00	12.50	\$1,300.00	17.00	\$1,768.00
19	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	46 SY	30.00	1,380.00	16.00	\$736.00	25.00	\$1,150.00	160.00	\$7,360.00
20	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	1 EA	3,500.00	3,500.00	670.00	\$670.00	1,500.00	\$1,500.00	4,000.00	\$4,000.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2020080</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		CORRIDOR CONTRACTORS (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
21	SAWCUTTING CURB	4 EA	50.00	200.00	44.00	\$176.00	25.00	\$100.00	250.00	\$1,000.00
22	SAWCUTTING RIGID PAVEMENT	10 LFI	10.00	100.00	1.10	\$11.00	1.00	\$10.00	50.00	\$500.00
23	SAWCUTTING FLEXIBLE PAVEMENT	700 LFI	1.00	700.00	0.33	\$231.00	0.75	\$525.00	4.00	\$2,800.00
24	ROADWAY EXCAVATION INCL. HAUL	370 CY	25.00	9,250.00	54.00	\$19,980.00	65.00	\$24,050.00	64.00	\$23,680.00
25	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	27.00	\$270.00	65.00	\$650.00	200.00	\$2,000.00
26	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	40.00	400.00	48.00	\$480.00	60.00	\$600.00	200.00	\$2,000.00
27	PREPARATION OF UNTREATED ROADWAY	11100 SY	2.00	22,200.00	3.92	\$43,512.00	2.10	\$23,310.00	4.70	\$52,170.00
28	CONTROLLED DENSITY FILL	20 CY	250.00	5,000.00	325.00	\$6,500.00	325.00	\$6,500.00	255.00	\$5,100.00
29	CRUSHED SURFACING TOP COURSE	1060 CY	50.00	53,000.00	71.75	\$76,055.00	85.00	\$90,100.00	68.00	\$72,080.00
30	CSTC FOR SIDEWALK AND DRIVEWAYS	6 CY	150.00	900.00	603.00	\$3,618.00	370.00	\$2,220.00	400.00	\$2,400.00
31	DUST CONTROL	9050 SY	2.00	18,100.00	0.80	\$7,240.00	2.00	\$18,100.00	2.50	\$22,625.00
32	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	2058 SY	18.00	37,044.00	19.00	\$39,102.00	22.00	\$45,276.00	21.00	\$43,218.00
33	COMMERCIAL HMA FOR TRANSITION, 2 INCH THICK	15 SY	20.00	300.00	342.00	\$5,130.00	390.00	\$5,850.00	77.00	\$1,155.00
34	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
35	COMPACTION PRICE ADJUSTMENT	1850 EST	1.00	1,850.00	1.00	\$1,850.00	1.00	\$1,850.00	1.00	\$1,850.00
36	PRECAST UTILITY VAULT 8'X12'	1 EA	20,000.00	20,000.00	52,850.00	\$52,850.00	30,000.00	\$30,000.00	34,000.00	\$34,000.00
37	PRECAST UTILITY VAULT LID 5'X5'	1 EA	5,000.00	5,000.00	6,200.00	\$6,200.00	7,000.00	\$7,000.00	6,130.00	\$6,130.00
38	MANHOLE - 60 IN.	1 EA	8,000.00	8,000.00	8,300.00	\$8,300.00	7,000.00	\$7,000.00	13,800.00	\$13,800.00
39	MANHOLE - 48 IN. DOGHOUSE	1 EA	6,000.00	6,000.00	13,275.00	\$13,275.00	9,000.00	\$9,000.00	6,300.00	\$6,300.00
40	MANHOLE - 72 IN. DOGHOUSE	1 EA	10,000.00	10,000.00	19,650.00	\$19,650.00	12,000.00	\$12,000.00	11,600.00	\$11,600.00
41	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	7 VF	350.00	2,450.00	78.00	\$546.00	325.00	\$2,275.00	808.00	\$5,656.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2020080</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		CORRIDOR CONTRACTORS (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
42	MANHOLE ADDITIONAL HEIGHT 60 IN. DIA.	4 VF	500.00	2,000.00	79.00	\$316.00	325.00	\$1,300.00	878.00	\$3,512.00
43	MANHOLE ADDITIONAL HEIGHT 72 IN. DIA.	4 VF	500.00	2,000.00	80.00	\$320.00	325.00	\$1,300.00	878.00	\$3,512.00
44	RETROFIT SURFACE INLET CB WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	750.00	750.00	1,540.00	\$1,540.00	1,200.00	\$1,200.00	2,373.00	\$2,373.00
45	MH OR DW FRAME AND COVER (STANDARD)	11 EA	1,100.00	12,100.00	1,222.00	\$13,442.00	1,300.00	\$14,300.00	1,561.00	\$17,171.00
46	VALVE BOX AND COVER	19 EA	750.00	14,250.00	700.00	\$13,300.00	750.00	\$14,250.00	88.00	\$1,672.00
47	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	11 EA	600.00	6,600.00	680.00	\$7,480.00	800.00	\$8,800.00	1,500.00	\$16,500.00
48	CLEANING EXISTING DRAINAGE STRUCTURE	10 EA	1,000.00	10,000.00	357.00	\$3,570.00	530.00	\$5,300.00	890.00	\$8,900.00
49	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	24.00	\$480.00	65.00	\$1,300.00	191.00	\$3,820.00
50	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	35.00	700.00	43.00	\$860.00	60.00	\$1,200.00	267.00	\$5,340.00
51	IMPORTED BACKFILL	100 CY	50.00	5,000.00	46.00	\$4,600.00	60.00	\$6,000.00	130.00	\$13,000.00
52	TRENCH SAFETY SYSTEM	1 LS	12,000.00	12,000.00	23,380.00	\$23,380.00	38,000.00	\$38,000.00	10,000.00	\$10,000.00
53	RECONNECT SIDE SEWER	18 LF	100.00	1,800.00	61.00	\$1,098.00	190.00	\$3,420.00	280.00	\$5,040.00
54	SIDE SEWER CLEANING AND VIDEO INSPECTION	18 EA	800.00	14,400.00	385.00	\$6,930.00	800.00	\$14,400.00	680.00	\$12,240.00
55	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	5,000.00	5,000.00	5,400.00	\$5,400.00	14,000.00	\$14,000.00	11,000.00	\$11,000.00
56	CLEANING EXISTING SANITARY SEWERS	15 EA	900.00	13,500.00	715.00	\$10,725.00	530.00	\$7,950.00	515.00	\$7,725.00
57	CLEANING EXISTING SANITARY SEWER FORCE MAIN	1 LS	2,000.00	2,000.00	21,660.00	\$21,660.00	13,000.00	\$13,000.00	9,000.00	\$9,000.00
58	SHARED BLOWOFF PIPING (4 INCH)	2 EA	7,000.00	14,000.00	7,100.00	\$14,200.00	6,000.00	\$12,000.00	3,800.00	\$7,600.00
59	PLUG VALVE 8 IN.	1 EA	5,000.00	5,000.00	3,200.00	\$3,200.00	4,500.00	\$4,500.00	2,700.00	\$2,700.00
60	PLUG VALVE 14 IN.	1 EA	7,000.00	7,000.00	8,100.00	\$8,100.00	8,000.00	\$8,000.00	8,000.00	\$8,000.00
61	COMB. AIR RELEASE/AIR VAC. VALVE ASSEMBLY	1 EA	15,000.00	15,000.00	9,365.00	\$9,365.00	16,000.00	\$16,000.00	12,100.00	\$12,100.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2020080</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		CORRIDOR CONTRACTORS (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
62	TRENCH EXC. FOR WATER SERVICE TAP	132 LF	60.00	7,920.00	60.00	\$7,920.00	55.00	\$7,260.00	71.00	\$9,372.00
63	SANITARY SEWER FORCE MAIN DI PIPE 8 IN. DIA.	3235 LF	150.00	485,250.00	117.00	\$378,495.00	125.00	\$404,375.00	135.00	\$436,725.00
64	SANITARY SEWER FORCE MAIN DI PIPE 14 IN. DIA.	64 LF	250.00	16,000.00	387.00	\$24,768.00	505.00	\$32,320.00	369.00	\$23,616.00
65	SANITARY SEWER FORCE MAIN CLEANOUT 8 IN. DIA	2 EA	1,500.00	3,000.00	3,472.00	\$6,944.00	3,150.00	\$6,300.00	3,700.00	\$7,400.00
66	SANITARY SEWER FORCE MAIN CLEANOUT 14 IN. DIA	2 EA	2,500.00	5,000.00	8,940.00	\$17,880.00	6,750.00	\$13,500.00	8,500.00	\$17,000.00
67	SANITARY SEWER FORCE MAIN BYPASS PORT	1 EA	1,500.00	1,500.00	6,450.00	\$6,450.00	1,350.00	\$1,350.00	8,300.00	\$8,300.00
68	BYPASS SEWER PUMPING	1 LS	10,000.00	10,000.00	16,350.00	\$16,350.00	18,000.00	\$18,000.00	8,880.00	\$8,880.00
69	ESC LEAD	1 LS	1,500.00	1,500.00	925.00	\$925.00	10,000.00	\$10,000.00	13,600.00	\$13,600.00
70	INLET PROTECTION	11 EA	110.00	1,210.00	97.00	\$1,067.00	100.00	\$1,100.00	200.00	\$2,200.00
71	STREET CLEANING	40 HR	200.00	8,000.00	235.00	\$9,400.00	400.00	\$16,000.00	250.00	\$10,000.00
72	HYDROSEEDING	350 SY	20.00	7,000.00	3.08	\$1,078.00	3.50	\$1,225.00	6.25	\$2,187.50
73	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	1,500.00	1,500.00	5,600.00	\$5,600.00	1,500.00	\$1,500.00	10,000.00	\$10,000.00
74	CEMENT CONCRETE CURB	45 LF	75.00	3,375.00	43.00	\$1,935.00	90.00	\$4,050.00	60.00	\$2,700.00
75	CEMENT CONCRETE CURB AND GUTTER	130 LF	60.00	7,800.00	46.00	\$5,980.00	70.00	\$9,100.00	67.00	\$8,710.00
76	CEMENT CONCRETE DRIVEWAY	27 SY	110.00	2,970.00	108.00	\$2,916.00	100.00	\$2,700.00	102.00	\$2,754.00
77	CEMENT CONCRETE DRIVEWAY TRANSITION	15 SY	110.00	1,650.00	129.00	\$1,935.00	95.00	\$1,425.00	82.00	\$1,230.00
78	CHAIN LINK FENCE - 6 FT. TALL	267 LF	90.00	24,030.00	64.00	\$17,088.00	60.00	\$16,020.00	67.00	\$17,889.00
79	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	5,000.00	5,000.00	6,200.00	\$6,200.00	6,500.00	\$6,500.00	2,300.00	\$2,300.00
80	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	800.00	2,400.00	650.00	\$1,950.00	700.00	\$2,100.00	2,000.00	\$6,000.00
81	CEMENT CONCRETE SIDEWALK	93 SY	110.00	10,230.00	95.00	\$8,835.00	95.00	\$8,835.00	80.00	\$7,440.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2020080</i>			<i>Engineer's Estimate</i>		DW EXCAVATING INC (Submitted)		INLAND INFRASTRUCTURE LLC (Submitted)		CORRIDOR CONTRACTORS (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
82	RAMP DETECTABLE WARNING	8 SF	35.00	280.00	27.00	\$216.00	40.00	\$320.00	50.00	\$400.00
83	REMOVE, PROTECT, AND REPLACE EXISTING MAILBOX	4 EA	300.00	1,200.00	460.00	\$1,840.00	675.00	\$2,700.00	1,000.00	\$4,000.00
84	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	2,000.00	2,000.00	2,600.00	\$2,600.00	2,000.00	\$2,000.00	10,000.00	\$10,000.00
Bid Total				\$1,146,809.00		\$1,190,792.00		\$1,294,906.00		\$1,431,190.50

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	1,146,809.00	0.00	0.00	0.00	1,146,809.00
DW EXCAVATING INC(Submitted)	1,190,792.00	0.00	0.00	0.00	1,190,792.00
INLAND INFRASTRUCTURE LLC (Submitted)	1,294,906.00	0.00	0.00	0.00	1,294,906.00
CORRIDOR CONTRACTORS (Submitted)	1,431,190.50	0.00	0.00	0.00	1,431,190.50

Low Bid Contractor: DW EXCAVATING INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	1,190,792.00	1,146,809.00	3.84 % Over Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	1,190,792.00	1,146,809.00	3.84 % Over Estimate



Agenda Sheet for City Council Meeting of:
07/10/2023

Date Rec'd	6/28/2023
Clerk's File #	OPR 2023-0671
Renews #	
Cross Ref #	
Project #	2018097
Bid #	
Requisition #	CR25119

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 – LOW BID AWARD – SOUTH GORGE TRAIL CONNECTION (2018097) – HALME

Agenda Wording

Low Bid of Halme Construction, Inc. (Spokane, WA) for the South Gorge Trail Connection in the amount of \$2,529,036.00. An administrative reserve of \$252,903.60, which is 10% of the contract price, will be set aside.(Peaceful Valley/Riverside)

Summary (Background)

On June 26, 2023 bids were opened for the above project. The low bid was from Halme Construction, Inc. in the amount of \$2,529,036.00, which is \$370,480.00 or 17.2% over the Engineer's Estimate; one other bid was received as follows: Wesslen Construction, Inc. - \$2,898,901.00.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 2,781,939.60

Select \$

Select \$

Select \$

Budget Account

3200-48400-95300-56501-86053

#

#

#

Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	Public Safety 5/1/23
Council Sponsor	Kinnear

Distribution List

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Additional Approvals

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Purchasing PRINCE, THEA

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Briefing Paper

Public Health & Safety

Submitting Department:	Public Works, Engineering
Contact Name	Dan Buller 625-6391
Contact Email & Phone	dbuller@spokanecity.org
Council Sponsor(s)	Lori Kinnear
Select Agenda Item Type	X Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	South Gorge Trail beneath Monroe Street Bridge
Summary (Background)	<ul style="list-style-type: none"> This project is the last segment of the Centennial Trail/South Gorge Trail loop pictured on the attached page. It connects the trail currently constructed on the north side of the CSO tank on Spokane Falls Blvd. (across from the library) with the trail constructed on the north side of Main Ave. by routing pedestrians below the Monroe St. bridge on the south side of the Spokane River. An easement was obtained from the Spokane Club to route pedestrians from this proposed trail up to Monroe St. and then to Main Ave. See two attached exhibits.
Proposed Council Action & Date:	None at this time. Following bid opening, we will bring a construction contract to Council for approval. This project is planned to in early May, 2023, start construction in about July 2023 and finish this fall.
<p>• Fiscal Impact: Total Cost: This project is expected to cost about \$2M.</p> <p>Approved in current year budget? X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)</p> <p>Expense Occurrence X One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
Operations Impacts	
<p>What impacts would the proposal have on historically excluded communities?</p> <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>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.</p>	

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

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

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

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



Centennial/S. Gorge Trail Loop

Centennial Trail beneath Monroe bridge

Centennial Trail

This project-trail beneath bridge (pink)

Centennial Trail spur

Centennial Trail

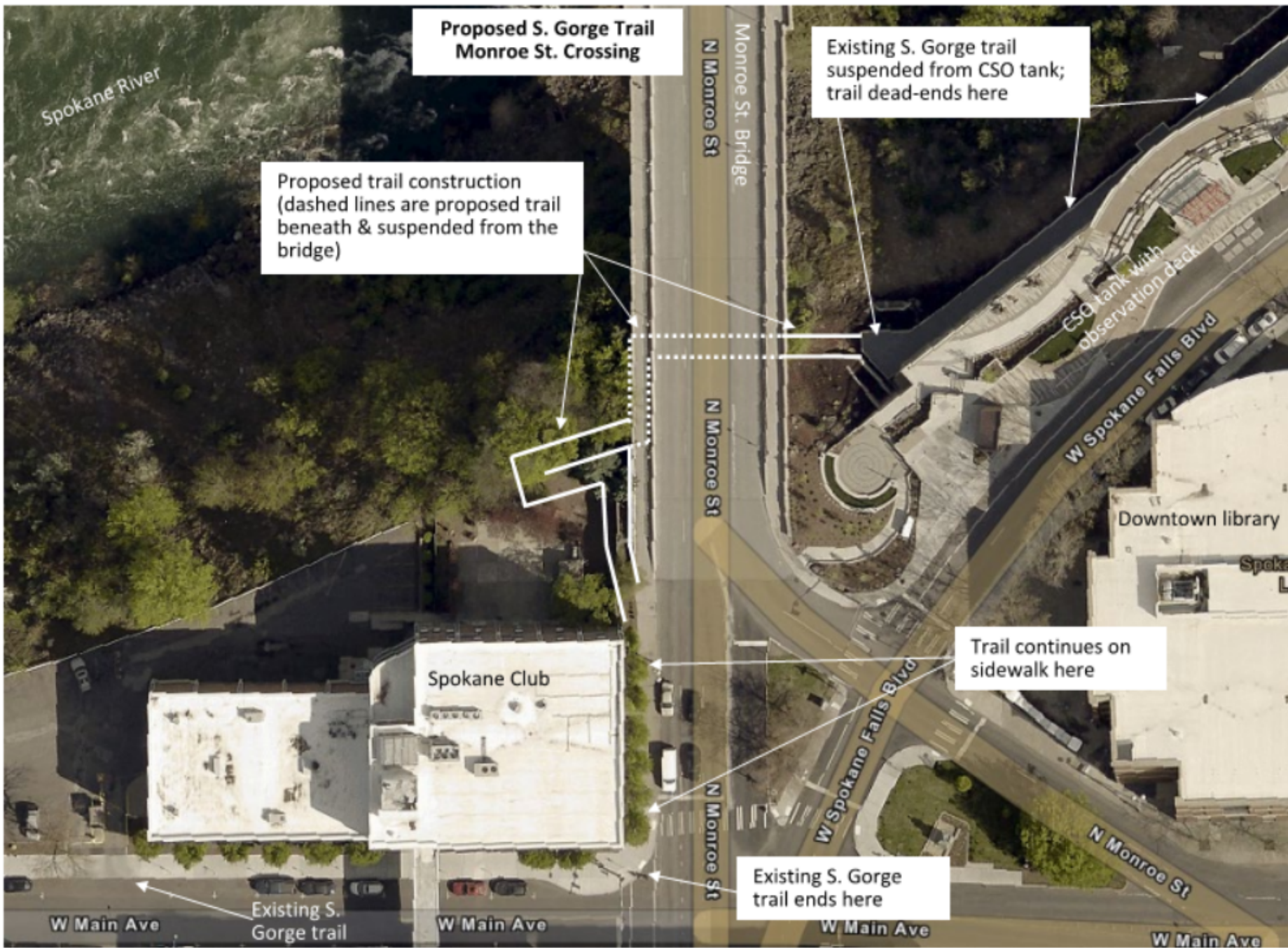
Trail on CSO tank

S. Gorge Trail Ph 1 (green, 2021)

S. Gorge Trail Ph 2 (red, 2020)

S. Gorge Trail project (orange, 2018)

Sandfur Bridge



**Proposed S. Gorge Trail
Monroe St. Crossing**

Proposed trail construction
(dashed lines are proposed trail
beneath & suspended from the
bridge)

Existing S. Gorge trail
suspended from CSO tank;
trail dead-ends here

CSO tank with
observation deck

Downtown library

Trail continues on
sidewalk here

Existing S. Gorge
trail ends here

W Main Ave

Existing S.
Gorge trail

W Main Ave

W Main Ave

W Main Ave

Monroe St. Bridge
N Monroe St

N Monroe St

N Monroe St

W Spokane Falls Blvd

N Monroe St

Spokane River

Spokane Club

Spokane
Library



City of Spokane
PUBLIC WORKS CONTRACT
Title: **SOUTH GORGE TRAIL CONNECTION**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **HALME CONSTRUCTION, INC.**, whose address is 8727 West Highway 2, #100, Spokane, Washington 99208 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **SOUTH GORGE TRAIL CONNECTION**.
2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2023, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2018097 shall apply.
3. TIME OF PERFORMANCE. The time of performance of the Contract shall be in accordance with the contract documents.
4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.
5. TERMINATION. Either party may terminate this Contract in accordance with the contract documents.
6. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item for a total cost not to exceed \$2,529,036.00, which are taxed as noted in Section 7.

7. TAXES. Bid items in Schedule A-1 shall include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. 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. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. 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.

14. 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 State Department of Labor and Industries; 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.

15. 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.

16. SUBCONTRACTOR RESPONSIBILITY.

A. 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. 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).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract; shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. **Subcontracting Requirements.** The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program
2. Each subcontractor which this chapter applies to is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

17. **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 Contractor 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 Contractor.

18. **EXECUTIVE ORDER 11246.**

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided

by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. 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.

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

21. 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 the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. 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.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. 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.
27. 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.
28. 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 Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.
31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not

foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

HALME CONSTRUCTION, 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 Contract:

- Payment Bond
 - Performance Bond
 - Certification Regarding Debarment
 - Schedule A-1
- 23-126

PAYMENT BOND

We, **HALME CONSTRUCTION, INC.**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FIVE HUNDRED TWENTY-NINE THOUSAND THIRTY-SIX AND NO/100 DOLLARS (\$2,529,036.00)** the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **SOUTH GORGE TRAIL CONNECTION**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

HALME CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was
authorized to sign the document and acknowledged it as the agent or representative of the
named surety company which is authorized to do business in the State of Washington, for
the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **HALME CONSTRUCTION, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **TWO MILLION FIVE HUNDRED TWENTY-NINE THOUSAND THIRTY-SIX AND NO/100 DOLLARS (\$2,529,036.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **SOUTH GORGE TRAIL CONNECTION**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

HALME CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

1. The lower tier contractor certifies, 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.

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

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
1	NO TRESPASSING SIGN	2.00 EA	\$ 300.00	\$ 600.00
2	HEALTH AND SAFETY PLAN	1.00 LS	\$ 3,000.00	\$ 3,000.00
3	APPRENTICE UTILIZATION	1.00 LS	\$ 15,000.00	\$ 15,000.00
4	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ 1.00	\$ 1.00
5	SPCC PLAN	1.00 LS	\$ 3,000.00	\$ 3,000.00
6	POTHOLING	3.00 EA	\$ 1,000.00	\$ 3,000.00
7	MOBILIZATION	1.00 LS	\$ 253,000.00	\$ 253,000.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 36,000.00	\$ 36,000.00
9	PEDESTRIAN TRAFFIC CONTROL	1.00 LS	\$ 18,000.00	\$ 18,000.00
10	SEQUENTIAL ARROW SIGNS	100.00 HR	\$ 3.00	\$ 300.00
11	CLEARING AND GRUBBING	1.00 LS	\$ 105,000.00	\$ 105,000.00
12	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$ 35,000.00	\$ 35,000.00
13	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	18.00 SY	\$ 667.00	\$ 12,006.00

14	SAWCUTTING RIGID PAVEMENT	60.00 LFI	\$	11.00	\$	660.00
15	SAWCUTTING FLEXIBLE PAVEMENT	1,110.00 LFI	\$	2.00	\$	2,220.00
16	REMOVE UNSUITABLE FOUNDATION MATERIAL	30.00 CY	\$	249.00	\$	7,470.00
17	REPLACE UNSUITABLE FOUNDATION MATERIAL	30.00 CY	\$	287.00	\$	8,610.00
18	GRADING AND SHAPING	1.00 LS	\$	20,000.00	\$	20,000.00
19	STRUCTURE EXCAVATION CLASS A INCL. HAUL	790.00 CY	\$	120.00	\$	94,800.00
20	CONSTRUCTION GEOSYNTHETIC FOR SEPARATION	160.00 SY	\$	44.00	\$	7,040.00
21	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	950.00 SY	\$	42.00	\$	39,900.00
22	CRUSHED SURFACING TOP COURSE	45.00 CY	\$	239.00	\$	10,755.00
23	CSTC FOR SIDEWALK AND DRIVEWAYS	1.00 CY	\$	2,452.00	\$	2,452.00
24	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	140.00 SY	\$	52.00	\$	7,280.00
25	PAVEMENT REPAIR EXCAVATION INCL. HAUL	140.00 SY	\$	31.00	\$	4,340.00
26	CONCRETE CLASS 4000 FOR MISCELLANEOUS	27.00 CY	\$	2,808.00	\$	75,816.00
27	CONCRETE CLASS 4000 FOR WALL WITHOUT FORM LINER	63.00 CY	\$	2,279.00	\$	143,577.00
28	CONCRETE CLASS 4000 FOR WALL WITH FORM LINER	101.00 CY	\$	2,778.00	\$	280,578.00
29	STRUCTURAL LOW ALLOY STEEL	1.00 LS	\$	310,000.00	\$	310,000.00

30	FURNISHING AND DRIVING TEST PILE	2.00 EA	\$	8,587.00	\$	17,174.00
31	DRIVING ST. PILE	23.00 EA	\$	4,908.00	\$	112,884.00
32	FURNISHING ST. PILING	660.00 LF	\$	56.00	\$	36,960.00
33	FURNISHING STEEL PILE TIP OR SHOE	23.00 EA	\$	187.00	\$	4,301.00
34	FRP PEDESTRIAN RAILING	675.00 LF	\$	396.00	\$	267,300.00
35	GRAVEL BACKFILL FOR FOUNDATION CLASS A	294.00 CY	\$	119.00	\$	34,986.00
36	GRAVEL BACKFILL FOR WALL	150.00 CY	\$	161.00	\$	24,150.00
37	STRUCTURAL EARTH WALL	150.00 SF	\$	125.00	\$	18,750.00
38	EPS FILL	230.00 CY	\$	135.00	\$	31,050.00
39	FRP GRATING	1.00 LS	\$	107,185.00	\$	107,185.00
40	PRIVACY SCREENING	1.00 LS	\$	40,008.00	\$	40,008.00
41	TRENCH DRAIN	31.00 LF	\$	309.00	\$	9,579.00
42	DRAIN PIPE 4 IN. DIA.	20.00 LF	\$	84.00	\$	1,680.00
43	UNDERDRAIN PIPE 6 IN. DIA.	260.00 LF	\$	35.00	\$	9,100.00
44	GRAVEL BACKFILL FOR DRAIN	17.00 CY	\$	349.00	\$	5,933.00

45	DUCTILE IRON STORM SEWER PIPE 4 IN. DIA.	14.00 LF	\$	153.00	\$	2,142.00
46	ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE	2.00 EA	\$	636.00	\$	1,272.00
47	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	10.00 CY	\$	804.00	\$	8,040.00
48	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - RETAINING WALLS	70.00 CY	\$	402.00	\$	28,140.00
49	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	336.00	\$	3,360.00
50	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	511.00	\$	5,110.00
51	IMPORTED BACKFILL	90.00 CY	\$	194.00	\$	17,460.00
52	TRENCH SAFETY SYSTEM	1.00 LS	\$	1,188.00	\$	1,188.00
53	TEMPORARY ADJACENT UTILITY SUPPORT	1.00 LS	\$	2,969.00	\$	2,969.00
54	ESC LEAD	1.00 LS	\$	2,969.00	\$	2,969.00
55	COMPOST SOCK	135.00 LF	\$	12.00	\$	1,620.00
56	TOPSOIL TYPE A, 2 INCH THICK	160.00 SY	\$	25.00	\$	4,000.00
57	BARK OR WOOD CHIP MULCH	10.00 CY	\$	249.00	\$	2,490.00
58	BASALT ROCK CHIPS (1 IN. - 3 IN.)	4.00 SY	\$	311.00	\$	1,244.00
59	SOD INSTALLATION	160.00 SY	\$	32.00	\$	5,120.00
60	CEMENT CONCRETE MOW STRIP, 6 IN. X 6 IN.	35.00 LF	\$	25.00	\$	875.00

61	TRENCH DRAIN OUTLET PAD	2.00 EA	\$	1,476.00	\$	2,952.00
62	RECONSTRUCT BLOCK WALL	1.00 LS	\$	5,086.00	\$	5,086.00
63	SEEDING AND FERTILIZING BY HAND	50.00 SY	\$	12.00	\$	600.00
64	IRRIGATION SYSTEM	1.00 LS	\$	10,572.00	\$	10,572.00
65	1 1/2 IN. PVC IRRIGATION SLEEVE	7.00 LF	\$	37.00	\$	259.00
66	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	6,219.00	\$	6,219.00
67	CHAIN LINK FENCE - 6 FT. TALL	130.00 LF	\$	213.00	\$	27,690.00
68	SINGLE 4 FT CHAIN LINK GATE	1.00 EA	\$	1,551.00	\$	1,551.00
69	TEMPORARY CONSTRUCTION FENCING	1.00 LS	\$	7,127.00	\$	7,127.00
70	TEMPORARY CONSTRUCTION FENCING WITH PRIVACY SCREEN	1.00 LS	\$	10,690.00	\$	10,690.00
71	CEMENT CONCRETE SIDEWALK	18.00 SY	\$	594.00	\$	10,692.00
72	HAND PLACED RIPRAP	2.00 SY	\$	2,244.00	\$	4,488.00
73	CEMENT CONCRETE CURB WALL	13.00 LF	\$	479.00	\$	6,227.00
74	CEMENT CONCRETE STAIRWAY	1.00 LS	\$	6,147.00	\$	6,147.00
75	STEEL PIPE RAILING	21.00 LF	\$	236.00	\$	4,956.00

76	HANDRAILS FOR STEPS	4.00 LF	\$	722.00	\$	2,888.00
77	ELECTRICAL CONDUIT AND CONDUCTORS	1.00 LS	\$	38,906.00	\$	38,906.00
78	LIGHTING FIXTURES	1.00 LS	\$	34,679.00	\$	34,679.00
79	MISCELLANEOUS ELECTRICAL EQUIPMENT	1.00 LS	\$	12,445.00	\$	12,445.00
80	STRUCTURE SURVEYING	1.00 LS	\$	14,918.00	\$	14,918.00
81	REMOVING SOLDIER PILE SHAFT OBSTRUCTIONS	1.00 EST	\$	11,500.00	\$	11,500.00
Schedule A-1 Subtotal					\$	<u>2,529,036.00</u>
Summary of Bid Items				Bid Total		\$ <u>2,529,036.00</u>

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number **2018097**

Project Description South Gorge Trail Connection

Original Date

6/26/2023 2:02:00 PM

Project Number: 2018097			Engineer's Estimate		HALME CONSTRUCTION INC (Submitted)		WESSLEN CONSTRUCTION INC (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	NO TRESPASSING SIGN	2 EA	200.00	400.00	300.00	\$600.00	360.00	\$720.00
2	HEALTH AND SAFETY PLAN	1 LS	1,000.00	1,000.00	3,000.00	\$3,000.00	13,680.00	\$13,680.00
3	APPRENTICE UTILIZATION	1 LS	10,000.00	10,000.00	15,000.00	\$15,000.00	6,960.00	\$6,960.00
4	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
5	SPCC PLAN	1 LS	1,200.00	1,200.00	3,000.00	\$3,000.00	1,920.00	\$1,920.00
6	POTHOLING	3 EA	500.00	1,500.00	1,000.00	\$3,000.00	1,360.00	\$4,080.00
7	MOBILIZATION	1 LS	95,000.00	95,000.00	253,000.00	\$253,000.00	255,648.00	\$255,648.00
8	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	20,000.00	20,000.00	36,000.00	\$36,000.00	12,120.00	\$12,120.00
9	PEDESTRIAN TRAFFIC CONTROL	1 LS	10,000.00	10,000.00	18,000.00	\$18,000.00	10,080.00	\$10,080.00
10	SEQUENTIAL ARROW SIGNS	100 HR	20.00	2,000.00	3.00	\$300.00	12.00	\$1,200.00
11	CLEARING AND GRUBBING	1 LS	6,000.00	6,000.00	105,000.00	\$105,000.00	45,180.00	\$45,180.00
12	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	12,000.00	12,000.00	35,000.00	\$35,000.00	130,800.00	\$130,800.00
13	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	18 SY	200.00	3,600.00	667.00	\$12,006.00	63.33	\$1,139.94
14	SAWCUTTING RIGID PAVEMENT	60 LFI	7.00	420.00	11.00	\$660.00	24.00	\$1,440.00
15	SAWCUTTING FLEXIBLE PAVEMENT	1110 LFI	1.50	1,665.00	2.00	\$2,220.00	3.24	\$3,596.40
16	REMOVE UNSUITABLE FOUNDATION MATERIAL	30 CY	50.00	1,500.00	249.00	\$7,470.00	190.00	\$5,700.00
17	REPLACE UNSUITABLE FOUNDATION MATERIAL	30 CY	70.00	2,100.00	287.00	\$8,610.00	318.00	\$9,540.00
18	GRADING AND SHAPING	1 LS	7,000.00	7,000.00	20,000.00	\$20,000.00	33,840.00	\$33,840.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2018097</i>			<i>Engineer's Estimate</i>		HALME CONSTRUCTION INC (Submitted)		WESSLEN CONSTRUCTION INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
19	STRUCTURE EXCAVATION CLASS A INCL. HAUL	790 CY	175.00	138,250.00	120.00	\$94,800.00	74.73	\$59,036.70
20	CONSTRUCTION GEOSYNTHETIC FOR SEPARATION	160 SY	25.00	4,000.00	44.00	\$7,040.00	12.75	\$2,040.00
21	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	950 SY	150.00	142,500.00	42.00	\$39,900.00	20.34	\$19,323.00
22	CRUSHED SURFACING TOP COURSE	45 CY	125.00	5,625.00	239.00	\$10,755.00	352.00	\$15,840.00
23	CSTC FOR SIDEWALK AND DRIVEWAYS	1 CY	200.00	200.00	2,452.00	\$2,452.00	1,128.00	\$1,128.00
24	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 3 INCH THICK	140 SY	90.00	12,600.00	52.00	\$7,280.00	66.20	\$9,268.00
25	PAVEMENT REPAIR EXCAVATION INCL. HAUL	140 SY	55.00	7,700.00	31.00	\$4,340.00	30.21	\$4,229.40
26	CONCRETE CLASS 4000 FOR MISCELLANEOUS	27 CY	2,000.00	54,000.00	2,808.00	\$75,816.00	3,293.33	\$88,919.91
27	CONCRETE CLASS 4000 FOR WALL WITHOUT FORM LINER	63 CY	2,250.00	141,750.00	2,279.00	\$143,577.00	2,476.19	\$155,999.97
28	CONCRETE CLASS 4000 FOR WALL WITH FORM LINER	101 CY	2,500.00	252,500.00	2,778.00	\$280,578.00	3,127.13	\$315,840.13
29	STRUCTURAL LOW ALLOY STEEL	1 LS	200,000.00	200,000.00	310,000.00	\$310,000.00	498,840.00	\$498,840.00
30	FURNISHING AND DRIVING TEST PILE	2 EA	10,000.00	20,000.00	8,587.00	\$17,174.00	8,430.00	\$16,860.00
31	DRIVING ST. PILE	23 EA	1,750.00	40,250.00	4,908.00	\$112,884.00	3,349.57	\$77,040.11
32	FURNISHING ST. PILING	660 LF	125.00	82,500.00	56.00	\$36,960.00	63.64	\$42,002.40
33	FURNISHING STEEL PILE TIP OR SHOE	23 EA	500.00	11,500.00	187.00	\$4,301.00	453.91	\$10,439.93
34	FRP PEDESTRIAN RAILING	675 LF	275.00	185,625.00	396.00	\$267,300.00	422.04	\$284,877.00
35	GRAVEL BACKFILL FOR FOUNDATION CLASS A	294 CY	80.00	23,520.00	119.00	\$34,986.00	146.53	\$43,079.82
36	GRAVEL BACKFILL FOR WALL	150 CY	100.00	15,000.00	161.00	\$24,150.00	179.20	\$26,880.00
37	STRUCTURAL EARTH WALL	150 SF	80.00	12,000.00	125.00	\$18,750.00	388.00	\$58,200.00
38	EPS FILL	230 CY	250.00	57,500.00	135.00	\$31,050.00	222.00	\$51,060.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2018097</i>			<i>Engineer's Estimate</i>		HALME CONSTRUCTION INC (Submitted)		WESSLEN CONSTRUCTION INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
39	FRP GRATING	1 LS	275,000.00	275,000.00	107,185.00	\$107,185.00	141,360.00	\$141,360.00
40	PRIVACY SCREENING	1 LS	70,000.00	70,000.00	40,008.00	\$40,008.00	93,120.00	\$93,120.00
41	TRENCH DRAIN	31 LF	175.00	5,425.00	309.00	\$9,579.00	410.32	\$12,719.92
42	DRAIN PIPE 4 IN. DIA.	20 LF	60.00	1,200.00	84.00	\$1,680.00	162.00	\$3,240.00
43	UNDERDRAIN PIPE 6 IN. DIA.	260 LF	50.00	13,000.00	35.00	\$9,100.00	20.54	\$5,340.40
44	GRAVEL BACKFILL FOR DRAIN	17 CY	75.00	1,275.00	349.00	\$5,933.00	194.12	\$3,300.04
45	DUCTILE IRON STORM SEWER PIPE 4 IN. DIA.	14 LF	70.00	980.00	153.00	\$2,142.00	334.29	\$4,680.06
46	ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE	2 EA	500.00	1,000.00	636.00	\$1,272.00	480.00	\$960.00
47	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	10 CY	200.00	2,000.00	804.00	\$8,040.00	582.00	\$5,820.00
48	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - RETAINING WALLS	70 CY	215.00	15,050.00	402.00	\$28,140.00	580.29	\$40,620.30
49	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	50.00	500.00	336.00	\$3,360.00	276.00	\$2,760.00
50	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	70.00	700.00	511.00	\$5,110.00	306.00	\$3,060.00
51	IMPORTED BACKFILL	90 CY	70.00	6,300.00	194.00	\$17,460.00	194.67	\$17,520.30
52	TRENCH SAFETY SYSTEM	1 LS	1,000.00	1,000.00	1,188.00	\$1,188.00	4,320.00	\$4,320.00
53	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	2,000.00	2,000.00	2,969.00	\$2,969.00	5,160.00	\$5,160.00
54	ESC LEAD	1 LS	1,000.00	1,000.00	2,969.00	\$2,969.00	3,840.00	\$3,840.00
55	COMPOST SOCK	135 LF	25.00	3,375.00	12.00	\$1,620.00	20.44	\$2,759.40
56	TOPSOIL TYPE A, 2 INCH THICK	160 SY	20.00	3,200.00	25.00	\$4,000.00	20.63	\$3,300.80
57	BARK OR WOOD CHIP MULCH	10 CY	150.00	1,500.00	249.00	\$2,490.00	348.00	\$3,480.00
58	BASALT ROCK CHIPS (1 IN. - 3 IN.)	4 SY	100.00	400.00	311.00	\$1,244.00	630.00	\$2,520.00
59	SOD INSTALLATION	160 SY	15.00	2,400.00	32.00	\$5,120.00	52.50	\$8,400.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2018097</i>			<i>Engineer's Estimate</i>		HALME CONSTRUCTION INC (Submitted)		WESSLEN CONSTRUCTION INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
60	CEMENT CONCRETE MOW STRIP, 6 IN. X 6 IN.	35 LF	50.00	1,750.00	25.00	\$875.00	130.29	\$4,560.15
61	TRENCH DRAIN OUTLET PAD	2 EA	500.00	1,000.00	1,476.00	\$2,952.00	630.00	\$1,260.00
62	RECONSTRUCT BLOCK WALL	1 LS	1,500.00	1,500.00	5,086.00	\$5,086.00	11,400.00	\$11,400.00
63	SEEDING AND FERTILIZING BY HAND	50 SY	20.00	1,000.00	12.00	\$600.00	16.20	\$810.00
64	IRRIGATION SYSTEM	1 LS	5,000.00	5,000.00	10,572.00	\$10,572.00	10,320.00	\$10,320.00
65	1 1/2 IN. PVC IRRIGATION SLEEVE	7 LF	10.00	70.00	37.00	\$259.00	85.71	\$599.97
66	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	3,000.00	3,000.00	6,219.00	\$6,219.00	2,520.00	\$2,520.00
67	CHAIN LINK FENCE - 6 FT. TALL	130 LF	70.00	9,100.00	213.00	\$27,690.00	205.94	\$26,772.20
68	SINGLE 4 FT CHAIN LINK GATE	1 EA	1,000.00	1,000.00	1,551.00	\$1,551.00	1,496.00	\$1,496.00
69	TEMPORARY CONSTRUCTION FENCING	1 LS	1,000.00	1,000.00	7,127.00	\$7,127.00	6,000.00	\$6,000.00
70	TEMPORARY CONSTRUCTION FENCING WITH PRIVACY SCREEN	1 LS	3,000.00	3,000.00	10,690.00	\$10,690.00	9,960.00	\$9,960.00
71	CEMENT CONCRETE SIDEWALK	18 SY	250.00	4,500.00	594.00	\$10,692.00	386.67	\$6,960.06
72	HAND PLACED RIPRAP	2 SY	400.00	800.00	2,244.00	\$4,488.00	840.00	\$1,680.00
73	CEMENT CONCRETE CURB WALL	13 LF	300.00	3,900.00	479.00	\$6,227.00	489.23	\$6,359.99
74	CEMENT CONCRETE STAIRWAY	1 LS	7,500.00	7,500.00	6,147.00	\$6,147.00	18,216.00	\$18,216.00
75	STEEL PIPE RAILING	21 LF	225.00	4,725.00	236.00	\$4,956.00	281.43	\$5,910.03
76	HANDRAILS FOR STEPS	4 LF	500.00	2,000.00	722.00	\$2,888.00	1,170.00	\$4,680.00
77	ELECTRICAL CONDUIT AND CONDUCTORS	1 LS	45,000.00	45,000.00	38,906.00	\$38,906.00	57,616.00	\$57,616.00
78	LIGHTING FIXTURES	1 LS	23,000.00	23,000.00	34,679.00	\$34,679.00	14,437.00	\$14,437.00
79	MISCELLANEOUS ELECTRICAL EQUIPMENT	1 LS	26,000.00	26,000.00	12,445.00	\$12,445.00	973.00	\$973.00
80	STRUCTURE SURVEYING	1 LS	12,500.00	12,500.00	14,918.00	\$14,918.00	8,040.00	\$8,040.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2018097</i>			<i>Engineer's Estimate</i>		HALME CONSTRUCTION INC (Submitted)		WESLEN CONSTRUCTION INC (Submitted)	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
81	REMOVING SOLDIER PILE SHAFT OBSTRUCTIONS	1 EST	11,500.00	11,500.00	11,500.00	\$11,500.00	11,500.00	\$11,500.00
Bid Total			\$2,158,556.00		\$2,529,036.00		\$2,898,901.33	

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	2,158,556.00	0.00	0.00	0.00	2,158,556.00
HALME CONSTRUCTION INC (Submitted)	2,529,036.00	0.00	0.00	0.00	2,529,036.00
WESSLEN CONSTRUCTION INC (Submitted)	2,898,901.33	0.00	0.00	0.00	2,898,901.33

Low Bid Contractor: HALME CONSTRUCTION INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	2,529,036.00	2,158,556.00	17.16 % Over Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	2,529,036.00	2,158,556.00	17.16 % Over Estimate

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

07/10/2023

Date Rec'd	6/27/2023
Clerk's File #	OPR 2023-0672
Renews #	
Cross Ref #	
Project #	2021084
Bid #	
Requisition #	CR 25117

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

Agenda Wording

Low Bid of WM Winkler Company of Spokane, WA for the Garland Avenue Pathway Shaw Middle School in the amount of \$1,321,359.25. An administrative reserve of \$132,135.93, which is 10% of the contract, will be set aside.(North Hill Neighborhood Council)

Summary (Background)

On June 26, 2023 bids were opened for the above project. The low bid was from WM Winkler Company in the amount of \$1,321,359.25 which is \$184,216.75 or 12.24% under the Engineer's Estimate; one other bid was received as follows: N.A. Degerstrom - \$1,454,025.00.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 1,140,446.26

Expense \$ 213,233.03

Expense \$ 99,815.88

Select \$

Budget Account

3200 95164 95300 56501 86046

1380 24101 95300 56501 86046

3200 49198 95300 56501 86046

#

Approvals

Dept Head	BULLER, DAN
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
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 PRINCE, THEA

ddaniels@spokanecity.org

graff@spokanecity.org

pyoung@spokanecity.org

mhaneke@wmwinkler.com (Signee: Mat Haneke)

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?

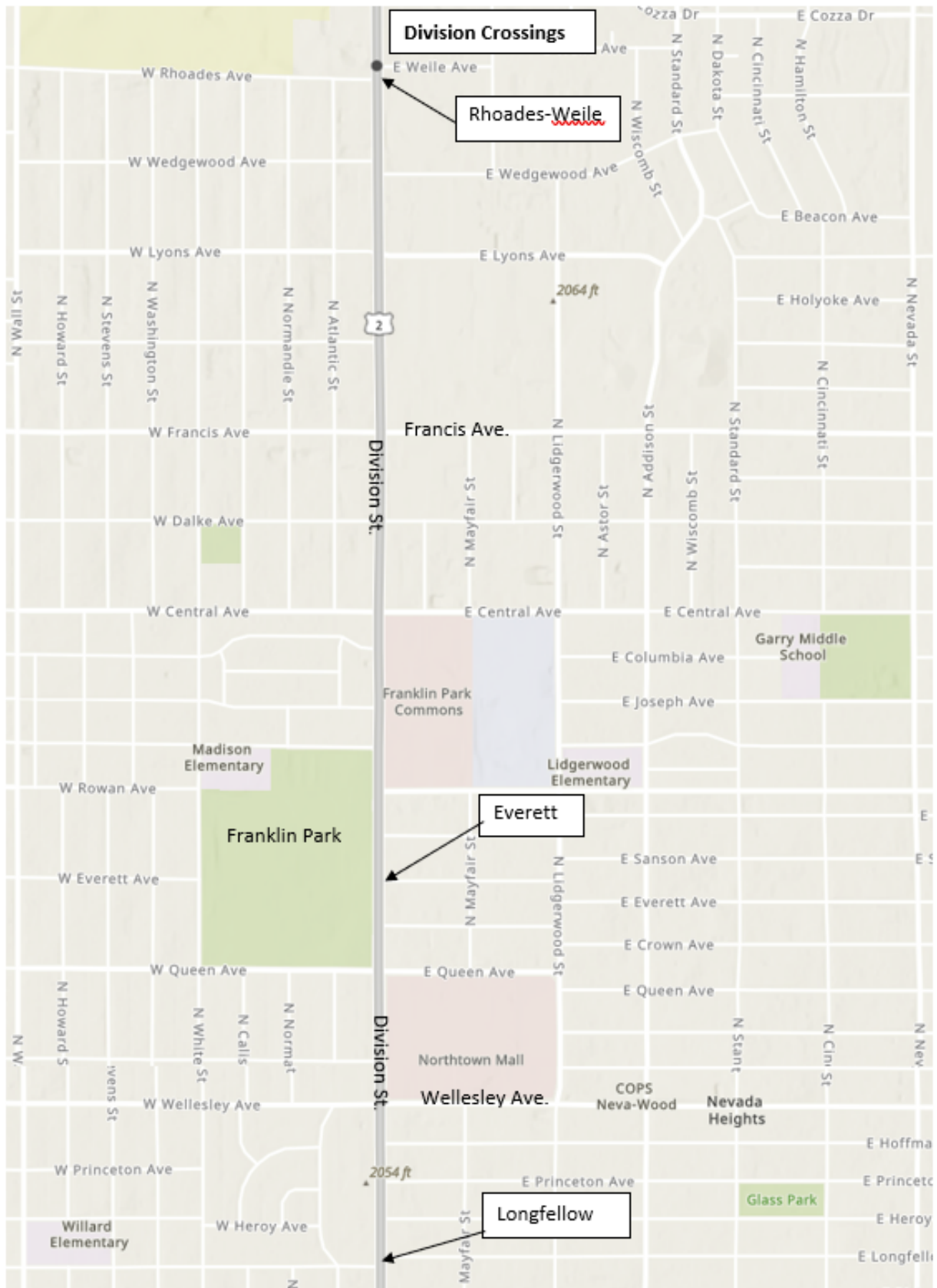
N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

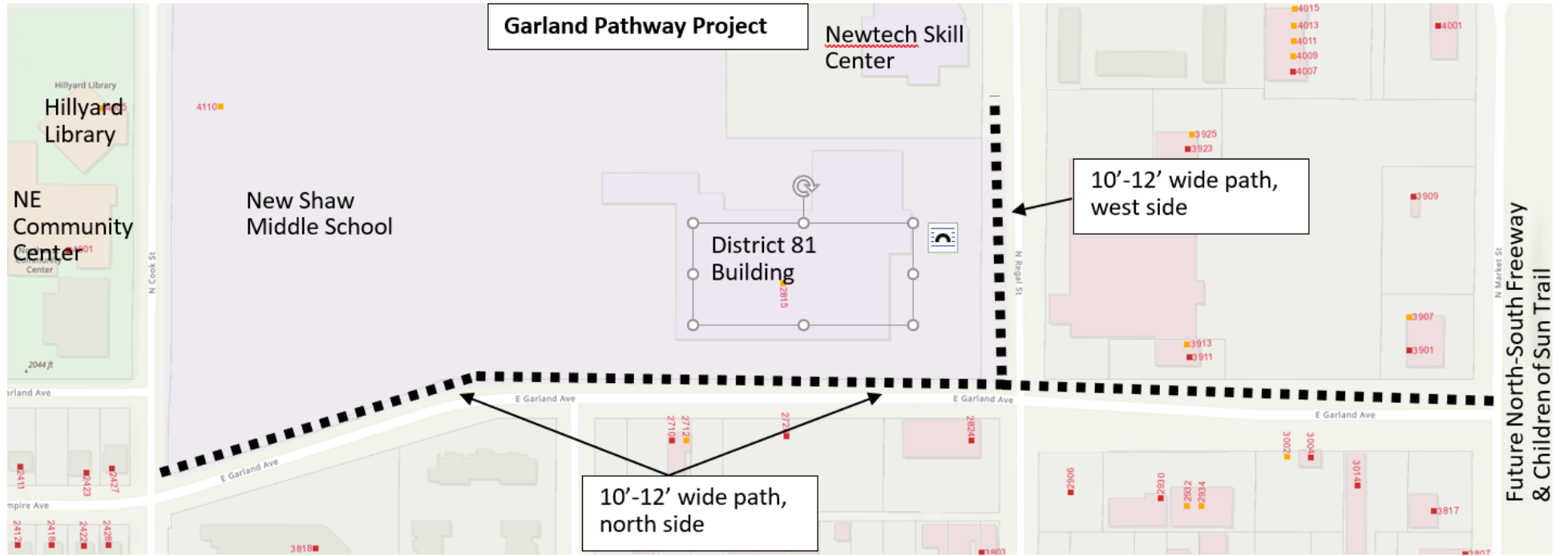
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

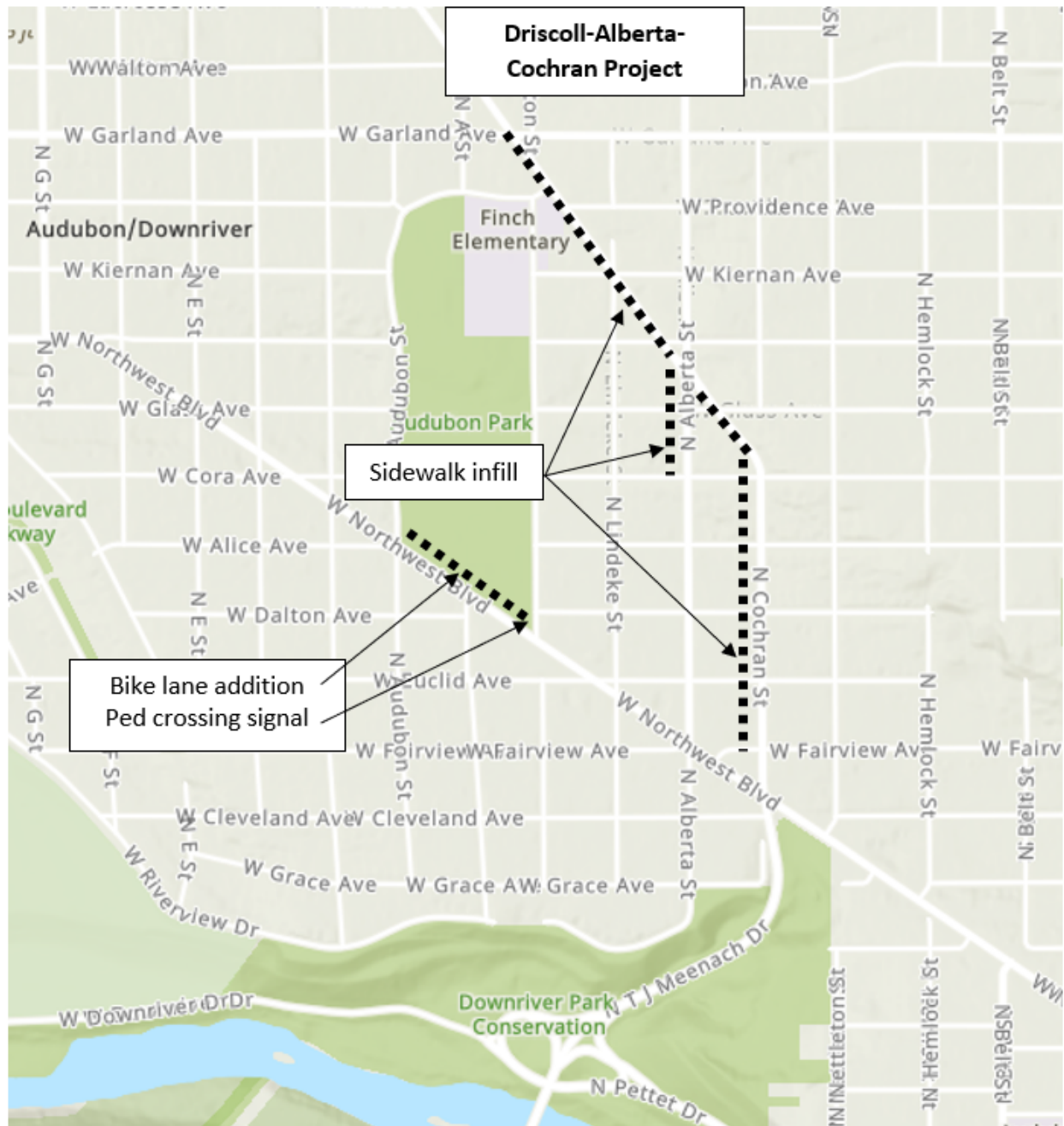
Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

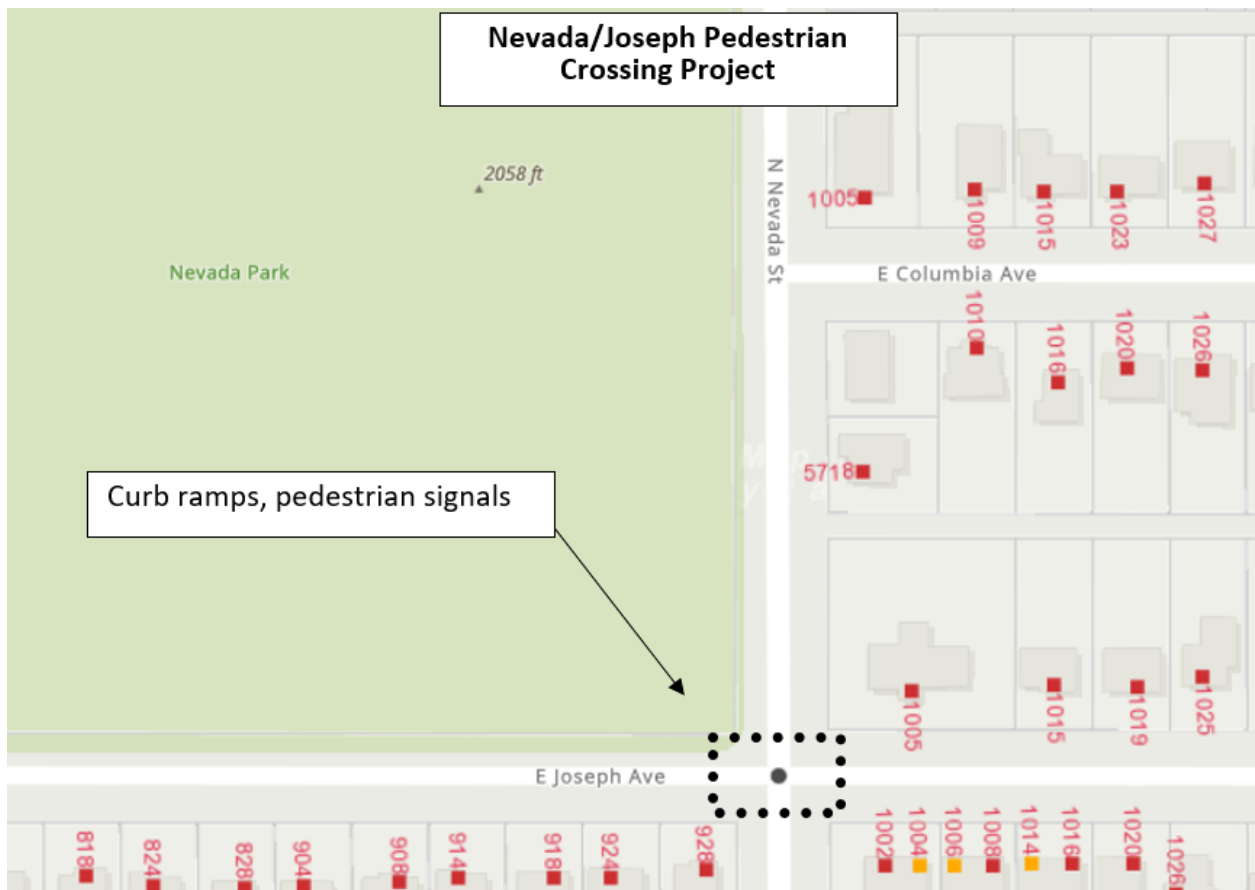
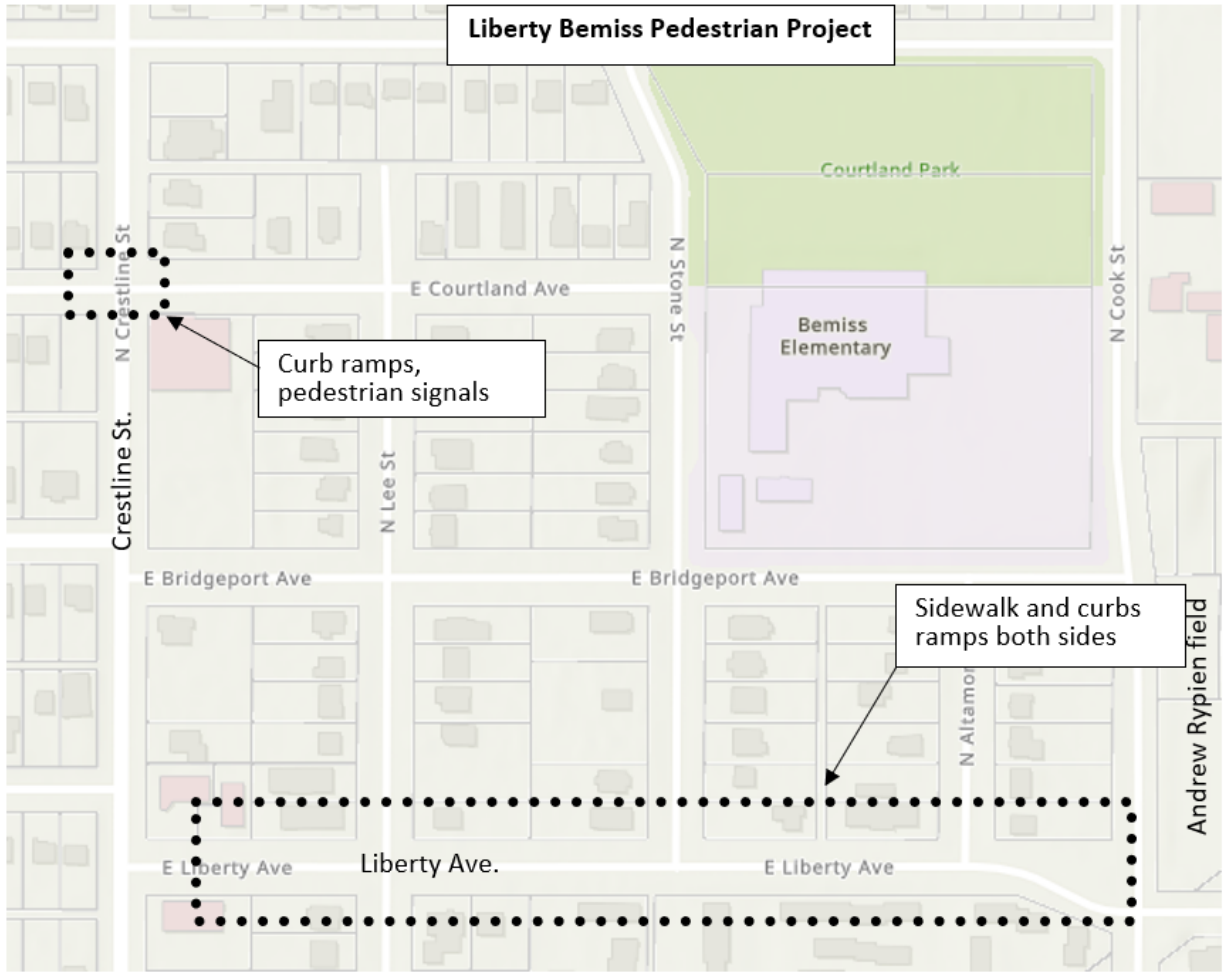
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

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













City of Spokane
PUBLIC WORKS CONTRACT
Title: **GARLAND AVENUE PATHWAY –
SHAW MIDDLE SCHOOL**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **WILLIAM WINKLER COMPANY**, whose address is P.O. Box 430, 5516 Starr Road, Newman Lake, Washington 99025 as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

1. **PERFORMANCE**. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the Special Provisions entitled **GARLAND AVENUE PATHWAY – SHAW MIDDLE SCHOOL**.
2. **CONTRACT DOCUMENTS**. The contract documents are this Contract, the Contractor’s completed bid proposal form, the Washington State Department of Transportation’s Standard Specifications for Road, Bridge and Municipal Construction 2023, City of Spokane Special Provisions, contract provisions, contract plans, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, the order of precedence defined in the City of Spokane Special Provisions section 1-04.2 City Engineering Services File No. 2021084 shall apply.
3. **TIME OF PERFORMANCE**. The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES**. Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION**. Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION**. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedule A-1 for the actual quantities furnished for each bid item for a total cost not to exceed \$1,321,359.25, which are taxed as noted in Section 7.
7. **TAXES**. Bid items in Schedule A-1 shall include sales tax.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 998 E North Foothills Drive Spokane, WA 99207-2735. 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. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. WAGES. Contractor will comply with the Davis Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis Bacon Act, 40 USC 276(a). In the event that a state minimum wage rate exceeds a Department of Labor rate, the conflict will be resolved by applying the higher rate. The Contractor

and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State 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 rate of wage for each classification of workers entitled to 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.

Under 40 USC 3702 of the Act, contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. No laborer or mechanic may be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

14. 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 State Department of Labor and Industries; 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.

15. 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.

16. SUBCONTRACTOR RESPONSIBILITY.

A. 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).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program.
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

17. **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 Contractor 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 Contractor.

18. **EXECUTIVE ORDER 11246.**

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action

shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

19. 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.

20. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

21. 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 the Contract. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. 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.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. 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.
27. 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.
28. 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 Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items

produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.

31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT. Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

WILLIAM WINKLER COMPANY

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 Contract:

- Payment Bond
- Performance Bond
- Certification Regarding Debarment
- Schedule A-1

PAYMENT BOND

We, **WILLIAM WINKLER COMPANY**, as principal, and _____,
as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION
THREE HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED FIFTY-NINE AND 25/100
DOLLARS (\$1,321,359.25)** for the payment of which, we bind ourselves and our legal
representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work
and furnish all materials for the **GARLAND AVENUE PATHWAY – SHAW MIDDLE SCHOOL**. If
the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall
supply such person or subcontractors; and pay all taxes and contributions, increases and
penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition
to the terms of the Contract, the specifications accompanying the Contract, or to the work to be
performed under the Contract shall in any way affect its obligation on this bond, except as provided
herein, and waives notice of any change, extension of time, alteration or addition to the terms of the
Contract or the work performed. The Surety agrees that modifications and changes to the terms and
conditions of the Contract that increase the total amount to be paid the Principal shall automatically
increase the obligation of the Surety on this bond and notice to Surety is not required for such
increased obligation. Any judgment obtained against the City, which relates to or is covered by the
contract or this bond, shall be conclusive against the principal and the surety, as to the amount of
damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

WILLIAM WINKLER COMPANY,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was
authorized to sign the document and acknowledged it as the agent or representative of the
named surety company which is authorized to do business in the State of Washington, for
the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

PERFORMANCE BOND

We, **WILLIAM WINKLER COMPANY**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION THREE HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED FIFTY-NINE AND 25/100 DOLLARS (\$1,321,359.25)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **GARLAND AVENUE PATHWAY – SHAW MIDDLE SCHOOL**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

WILLIAM WINKLER COMPANY,

AS PRINCIPAL

By: _____

Title: _____

_____,
AS SURETY

By: _____

Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

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

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

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

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

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

1. The lower tier contractor certifies, 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)

SCHEDULE A-1
Tax Classification: Sales tax shall be included in unit prices

ITEM NO.	ITEM DESCRIPTION	ESTMATED QUANTITIE S	UNIT PRICE	TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$ 1,300.00	\$ 1,300.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$ (1.00)	\$ (1.00)
3	SPCC PLAN	1.00 LS	\$ 1,015.00	\$ 1,015.00
4	POTHOLING	10.00 EA	\$ 699.50	\$ 6,995.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$ 5,250.00	\$ 5,250.00
6	MOBILIZATION	1.00 LS	\$ 60,550.00	\$ 60,550.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$ 171,231.00	\$ 171,231.00
8	WORK ZONE SAFETY CONTINGENCY	1.00 FA	\$ 1.00	\$ 1.00
9	PEDESTRIAN TRAFFIC CONTROL	1.00 LS	\$ 29,687.00	\$ 29,687.00
10	SPECIAL SIGNS	180.00 SF	\$ 12.70	\$ 2,286.00
11	SEQUENTIAL ARROW SIGNS	1,344.00 HR	\$ 6.50	\$ 8,736.00
12	PORTABLE CHANGEABLE MESSAGE SIGN	1,008.00 HR	\$ 8.75	\$ 8,820.00
13	TYPE III BARRICADE	6.00 EA	\$ 265.00	\$ 1,590.00
14	CLEARING AND GRUBBING	1.00 LS	\$ 10,950.00	\$ 10,950.00
15	TREE ROOT TREATMENT	9.00 EA	\$ 795.00	\$ 7,155.00

16	TREE PROTECTION ZONE	17.00 EA	\$	291.50	\$	4,955.50
17	REMOVE TREE, CLASS II	1.00 EA	\$	2,544.00	\$	2,544.00
18	TREE PRUNING	9.00 EA	\$	291.50	\$	2,623.50
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	3,000.00	\$	3,000.00
20	REMOVE EXISTING CURB	1,825.00 LF	\$	8.25	\$	15,056.25
21	REMOVE EXISTING CURB AND GUTTER	475.00 LF	\$	19.75	\$	9,381.25
22	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1,800.00 SY	\$	27.00	\$	48,600.00
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3.00 EA	\$	1,400.00	\$	4,200.00
24	SAWCUTTING CURB	20.00 EA	\$	37.10	\$	742.00
25	SAWCUTTING RIGID PAVEMENT	700.00 LFI	\$	1.15	\$	805.00
26	SAWCUTTING FLEXIBLE PAVEMENT	10,700.00 LFI	\$	0.35	\$	3,745.00
27	CSTC FOR SIDEWALK AND DRIVEWAYS	440.00 CY	\$	191.00	\$	84,040.00
28	COMMERCIAL HMA FOR TRANSITION, 4 INCH THICK	55.00 SY	\$	88.00	\$	4,840.00
29	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	1,400.00 SY	\$	47.70	\$	66,780.00
30	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1,400.00 SY	\$	51.50	\$	72,100.00
31	CEMENT CONCRETE CURB WALL	30.00 LF	\$	78.10	\$	2,343.00
32	CATCH BASIN TYPE 1	3.00 EA	\$	3,055.00	\$	9,165.00

33	RELOCATE EXISTING CATCH BASIN	4.00 EA	\$	1,400.00	\$	5,600.00
34	MH OR DW FRAME AND COVER (STANDARD)	3.00 EA	\$	1,205.00	\$	3,615.00
35	FRAME AND GRATE FOR CB OR GRATE INLET	7.00 EA	\$	718.50	\$	5,029.50
36	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	7.00 EA	\$	576.50	\$	4,035.50
37	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	8.00 EA	\$	375.00	\$	3,000.00
38	CLEANING EXISTING DRAINAGE STRUCTURE	10.00 EA	\$	238.00	\$	2,380.00
39	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	25.00 CY	\$	235.00	\$	5,875.00
40	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	25.00 CY	\$	250.00	\$	6,250.00
41	TRENCH SAFETY SYSTEM	1.00 LS	\$	309.50	\$	309.50
42	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	80.00 LF	\$	159.50	\$	12,760.00
43	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	4.00 EA	\$	1,000.00	\$	4,000.00
44	ENCASE WATER/SEWER AT CROSSINGS	1.00 EA	\$	650.00	\$	650.00
45	ESC LEAD	1.00 LS	\$	1,000.00	\$	1,000.00
46	INLET PROTECTION	10.00 EA	\$	115.00	\$	1,150.00
47	STREET CLEANING	20.00 HR	\$	280.00	\$	5,600.00
48	SILT FENCE	350.00 LF	\$	6.00	\$	2,100.00
49	TOPSOIL TYPE A, 2 INCH THICK	285.00 SY	\$	9.55	\$	2,721.75

50	SOD INSTALLATION	285.00 SY	\$	11.90	\$	3,391.50
51	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	7,346.00	\$	7,346.00
52	CEMENT CONCRETE CURB	240.00 LF	\$	48.20	\$	11,568.00
53	CEMENT CONCRETE CURB AND GUTTER	2,200.00 LF	\$	44.60	\$	98,120.00
54	CEMENT CONCRETE CURB AND GUTTER - THICKENED	140.00 LF	\$	52.70	\$	7,378.00
55	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	450.00 SY	\$	73.60	\$	33,120.00
56	CEMENT CONCRETE DRIVEWAY TRANSITION - HIGH EARLY	50.00 SY	\$	112.00	\$	5,600.00
57	CHANNELIZING DEVICES - TYPE 4	6.00 EA	\$	530.00	\$	3,180.00
58	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	6,890.00	\$	6,890.00
59	REFERENCE AND REESTABLISH SURVEY MONUMENT	6.00 EA	\$	689.00	\$	4,134.00
60	CEMENT CONCRETE SIDEWALK	3,300.00 SY	\$	53.10	\$	175,230.00
61	CEMENT CONCRETE SIDEWALK - THICKENED	160.00 SY	\$	76.60	\$	12,256.00
62	RAMP DETECTABLE WARNING	240.00 SF	\$	24.00	\$	5,760.00
63	INTERLOCKING CONCRETE PERMEABLE PAVER	340.00 SY	\$	257.00	\$	87,380.00
64	TRAFFIC SIGNAL SYSTEM RETROFIT, GARLAND AND MARKET	1.00 LS	\$	12,026.00	\$	12,026.00
65	RECTANGULAR RAPID FLASHING BEACON SYSTEM, COOK AND GARLAND	1.00 LS	\$	56,551.00	\$	56,551.00
66	DIRECTIONAL BORING	255.00 LF	\$	64.70	\$	16,498.50

67	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.00 LS	\$	19,048.00	\$	19,048.00
68	REMOVAL OF EXISTING PAVEMENT MARKINGS	800.00 SF	\$	3.35	\$	2,680.00
69	PAVEMENT MARKING - DURABLE HEAT APPLIED	1,780.00 SF	\$	9.25	\$	16,465.00
70	PAVEMENT MARKING - PAINT	650.00 SF	\$	4.25	\$	2,762.50
71	TEMPORARY PAVEMENT MARKING	1.00 LS	\$	5,205.00	\$	5,205.00
72	REINFORCED DOWELED CURB	140.00 LF	\$	27.20	\$	3,808.00
73	TRAFFIC ISLAND CONCRETE	75.00 SY	\$	112.00	\$	8,400.00
Schedule A-1 Subtotal					\$	<u>1,321,359.25</u>
Summary of Bid Items				Bid Total		\$ <u>1,321,359.25</u>

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

Project Number **2021084**

Project Description Garland Avenue Pathway – Shaw Middle School **Original Date** 6/26/2023 2:13:00 PM

Project Number: 2021084			Engineer's Estimate		WM WINKLER COMPANY (Submitted)		N A DEGERSTROM (Submitted)	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Tax Classification

Schedule 01

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	10,000.00	10,000.00	1,300.00	\$1,300.00	1,700.00	\$1,700.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
3	SPCC PLAN	1 LS	2,000.00	2,000.00	1,015.00	\$1,015.00	600.00	\$600.00
4	POTHOLING	10 EA	600.00	6,000.00	699.50	\$6,995.00	1,400.00	\$14,000.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	10,000.00	10,000.00	5,250.00	\$5,250.00	2,800.00	\$2,800.00
6	MOBILIZATION	1 LS	136,000.00	136,000.00	60,550.00	\$60,550.00	150,000.00	\$150,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	138,000.00	138,000.00	171,231.00	\$171,231.00	181,000.00	\$181,000.00
8	WORK ZONE SAFETY CONTINGENCY	1 FA	1.00	1.00	1.00	\$1.00	1.00	\$1.00
9	PEDESTRIAN TRAFFIC CONTROL	1 LS	40,000.00	40,000.00	29,687.00	\$29,687.00	32,000.00	\$32,000.00
10	SPECIAL SIGNS	180 SF	20.00	3,600.00	12.70	\$2,286.00	20.00	\$3,600.00
11	SEQUENTIAL ARROW SIGNS	1344 HR	3.00	4,032.00	6.50	\$8,736.00	10.00	\$13,440.00
12	PORTABLE CHANGEABLE MESSAGE SIGN	1008 HR	8.00	8,064.00	8.75	\$8,820.00	10.00	\$10,080.00
13	TYPE III BARRICADE	6 EA	120.00	720.00	265.00	\$1,590.00	250.00	\$1,500.00
14	CLEARING AND GRUBBING	1 LS	15,000.00	15,000.00	10,950.00	\$10,950.00	2,200.00	\$2,200.00
15	TREE ROOT TREATMENT	9 EA	1,000.00	9,000.00	795.00	\$7,155.00	850.00	\$7,650.00
16	TREE PROTECTION ZONE	17 EA	450.00	7,650.00	291.50	\$4,955.50	300.00	\$5,100.00
17	REMOVE TREE, CLASS II	1 EA	2,000.00	2,000.00	2,544.00	\$2,544.00	2,700.00	\$2,700.00
18	TREE PRUNING	9 EA	600.00	5,400.00	291.50	\$2,623.50	300.00	\$2,700.00
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	8,000.00	8,000.00	3,000.00	\$3,000.00	7,000.00	\$7,000.00
20	REMOVE EXISTING CURB	1825 LF	13.00	23,725.00	8.25	\$15,056.25	5.00	\$9,125.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2021084</i>			<i>Engineer's Estimate</i>		<i>WM WINKLER COMPANY (Submitted)</i>		<i>N A DEGERSTROM (Submitted)</i>	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
21	REMOVE EXISTING CURB AND GUTTER	475 LF	16.00	7,600.00	19.75	\$9,381.25	6.00	\$2,850.00
22	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1800 SY	15.00	27,000.00	27.00	\$48,600.00	10.00	\$18,000.00
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	3 EA	1,100.00	3,300.00	1,400.00	\$4,200.00	4,000.00	\$12,000.00
24	SAWCUTTING CURB	20 EA	60.00	1,200.00	37.10	\$742.00	60.00	\$1,200.00
25	SAWCUTTING RIGID PAVEMENT	700 LFI	1.50	1,050.00	1.15	\$805.00	2.00	\$1,400.00
26	SAWCUTTING FLEXIBLE PAVEMENT	10700 LFI	1.00	10,700.00	0.35	\$3,745.00	1.50	\$16,050.00
27	CSTC FOR SIDEWALK AND DRIVEWAYS	440 CY	120.00	52,800.00	191.00	\$84,040.00	125.00	\$55,000.00
28	COMMERCIAL HMA FOR TRANSITION, 4 INCH THICK	55 SY	45.00	2,475.00	88.00	\$4,840.00	83.00	\$4,565.00
29	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. MEDIUM TRAFFIC, 5 INCH THICK	1400 SY	55.00	77,000.00	47.70	\$66,780.00	45.00	\$63,000.00
30	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1400 SY	45.00	63,000.00	51.50	\$72,100.00	13.00	\$18,200.00
31	CEMENT CONCRETE CURB WALL	30 LF	120.00	3,600.00	78.10	\$2,343.00	115.00	\$3,450.00
32	CATCH BASIN TYPE 1	3 EA	4,500.00	13,500.00	3,055.00	\$9,165.00	5,500.00	\$16,500.00
33	RELOCATE EXISTING CATCH BASIN	4 EA	2,500.00	10,000.00	1,400.00	\$5,600.00	5,800.00	\$23,200.00
34	MH OR DW FRAME AND COVER (STANDARD)	3 EA	1,000.00	3,000.00	1,205.00	\$3,615.00	890.00	\$2,670.00
35	FRAME AND GRATE FOR CB OR GRATE INLET	7 EA	1,300.00	9,100.00	718.50	\$5,029.50	890.00	\$6,230.00
36	ADJUST EXISTING VALVE BOX, MON, OR CO IN ASPHALT	7 EA	500.00	3,500.00	576.50	\$4,035.50	600.00	\$4,200.00
37	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	8 EA	800.00	6,400.00	375.00	\$3,000.00	500.00	\$4,000.00
38	CLEANING EXISTING DRAINAGE STRUCTURE	10 EA	500.00	5,000.00	238.00	\$2,380.00	1,550.00	\$15,500.00
39	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	25 CY	60.00	1,500.00	235.00	\$5,875.00	25.00	\$625.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2021084</i>			<i>Engineer's Estimate</i>		<i>WM WINKLER COMPANY (Submitted)</i>		<i>N A DEGERSTROM (Submitted)</i>	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
40	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	25 CY	90.00	2,250.00	250.00	\$6,250.00	45.00	\$1,125.00
41	TRENCH SAFETY SYSTEM	1 LS	4,000.00	4,000.00	309.50	\$309.50	1,700.00	\$1,700.00
42	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	80 LF	140.00	11,200.00	159.50	\$12,760.00	130.00	\$10,400.00
43	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW, OR MH	4 EA	800.00	3,200.00	1,000.00	\$4,000.00	1,800.00	\$7,200.00
44	ENCASE WATER/SEWER AT CROSSINGS	1 EA	2,000.00	2,000.00	650.00	\$650.00	6,000.00	\$6,000.00
45	ESC LEAD	1 LS	1,500.00	1,500.00	1,000.00	\$1,000.00	570.00	\$570.00
46	INLET PROTECTION	10 EA	255.00	2,550.00	115.00	\$1,150.00	175.00	\$1,750.00
47	STREET CLEANING	20 HR	250.00	5,000.00	280.00	\$5,600.00	200.00	\$4,000.00
48	SILT FENCE	350 LF	6.00	2,100.00	6.00	\$2,100.00	7.00	\$2,450.00
49	TOPSOIL TYPE A, 2 INCH THICK	285 SY	6.00	1,710.00	9.55	\$2,721.75	25.00	\$7,125.00
50	SOD INSTALLATION	285 SY	20.00	5,700.00	11.90	\$3,391.50	25.00	\$7,125.00
51	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	10,000.00	10,000.00	7,346.00	\$7,346.00	9,000.00	\$9,000.00
52	CEMENT CONCRETE CURB	240 LF	50.00	12,000.00	48.20	\$11,568.00	54.00	\$12,960.00
53	CEMENT CONCRETE CURB AND GUTTER	2200 LF	60.00	132,000.00	44.60	\$98,120.00	50.00	\$110,000.00
54	CEMENT CONCRETE CURB AND GUTTER - THICKENED	140 LF	75.00	10,500.00	52.70	\$7,378.00	60.00	\$8,400.00
55	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	450 SY	100.00	45,000.00	73.60	\$33,120.00	80.00	\$36,000.00
56	CEMENT CONCRETE DRIVEWAY TRANSITION - HIGH EARLY	50 SY	125.00	6,250.00	112.00	\$5,600.00	80.00	\$4,000.00
57	CHANNELIZING DEVICES - TYPE 4	6 EA	350.00	2,100.00	530.00	\$3,180.00	390.00	\$2,340.00
58	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	5,000.00	5,000.00	6,890.00	\$6,890.00	3,500.00	\$3,500.00
59	REFERENCE AND REESTABLISH SURVEY MONUMENT	6 EA	750.00	4,500.00	689.00	\$4,134.00	500.00	\$3,000.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

<i>Project Number: 2021084</i>			<i>Engineer's Estimate</i>		<i>WM WINKLER COMPANY (Submitted)</i>		<i>N A DEGERSTROM (Submitted)</i>	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
60	CEMENT CONCRETE SIDEWALK	3300 SY	80.00	264,000.00	53.10	\$175,230.00	64.00	\$211,200.00
61	CEMENT CONCRETE SIDEWALK - THICKENED	160 SY	100.00	16,000.00	76.60	\$12,256.00	82.00	\$13,120.00
62	RAMP DETECTABLE WARNING	240 SF	40.00	9,600.00	24.00	\$5,760.00	30.00	\$7,200.00
63	INTERLOCKING CONCRETE PERMEABLE PAVER	340 SY	160.00	54,400.00	257.00	\$87,380.00	300.00	\$102,000.00
64	TRAFFIC SIGNAL SYSTEM RETROFIT, GARLAND AND MARKET	1 LS	12,000.00	12,000.00	12,026.00	\$12,026.00	15,000.00	\$15,000.00
65	RECTANGULAR RAPID FLASHING BEACON SYSTEM, COOK AND GARLAND	1 LS	45,000.00	45,000.00	56,551.00	\$56,551.00	62,000.00	\$62,000.00
66	DIRECTIONAL BORING	255 LF	150.00	38,250.00	64.70	\$16,498.50	110.00	\$28,050.00
67	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	25,000.00	25,000.00	19,048.00	\$19,048.00	19,100.00	\$19,100.00
68	REMOVAL OF EXISTING PAVEMENT MARKINGS	800 SF	5.00	4,000.00	3.35	\$2,680.00	3.00	\$2,400.00
69	PAVEMENT MARKING - DURABLE HEAT APPLIED	1780 SF	10.00	17,800.00	9.25	\$16,465.00	13.00	\$23,140.00
70	PAVEMENT MARKING - PAINT	650 SF	2.00	1,300.00	4.25	\$2,762.50	2.50	\$1,625.00
71	TEMPORARY PAVEMENT MARKING	1 LS	5,000.00	5,000.00	5,205.00	\$5,205.00	4,860.00	\$4,860.00
72	REINFORCED DOWELED CURB	140 LF	50.00	7,000.00	27.20	\$3,808.00	50.00	\$7,000.00
73	TRAFFIC ISLAND CONCRETE	75 SY	90.00	6,750.00	112.00	\$8,400.00	38.00	\$2,850.00
Bid Total				\$1,505,576.00		\$1,321,359.25		\$1,454,025.00

City Of Spokane
Engineering Services Department
*****Bid Tabulation*****

SCHEDULE SUMMARY

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Total</i>
ENGINEER'S ESTIMATE	1,505,576.00	0.00	0.00	0.00	1,505,576.00
WM WINKLER COMPANY (Submitted)	1,321,359.25	0.00	0.00	0.00	1,321,359.25
N A DEGERSTROM (Submitted)	1,454,025.00	0.00	0.00	0.00	1,454,025.00

Low Bid Contractor: WM WINKLER COMPANY

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	1,321,359.25	1,505,576.00	12.24 % Under Estimate
<i>Schedule 02</i>	0.00	0.00	% Under Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Schedule 04</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	<hr/> 1,321,359.25	<hr/> 1,505,576.00	<hr/> 12.24 % Under Estimate



Agenda Sheet for City Council Meeting of:

07/10/2023

Date Rec'd	6/27/2023
Clerk's File #	OPR 2023-0673
Renews #	
Cross Ref #	
Project #	
Bid #	IPWQ #5879-23
Requisition #	CR TBD

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	LOREN SEARL 625-7821
Contact E-Mail	LSEARL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4100 - WATER PW CONTRACT OR INDIAN TRAIL WATER TOWER IRRIGATION & LANDSCAPE

Agenda Wording

Approve PW Contract with Clearwater Summit Group (Spokane, WA) for the site preparation, install new irrigation system, install new landscaping and initial maintenance of such at the Indian Trail Water Tower - \$75,296.11 plus 10% admin reserve

Summary (Background)

An Informal Public Works Quote was issued with three responses being received, Clearwater Summit Group being the lowest responsive responsible bidder.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Expense \$ 82,825.72

Select \$

Select \$

Select \$

Budget Account

TBD

#

#

#

Approvals

Dept Head	SAKAMOTO, JAMES
Division Director	FEIST, MARLENE
Finance	ALBIN-MOORE, ANGELA
Legal	HARRINGTON, MARGARET
For the Mayor	SMITHSON, LYNDEN

Council Notifications

Study Session\Other	PIES 6/26/23
Council Sponsor	CM KINNEAR & CM BINGLE

Distribution List

tprince@spokanecity.org
kzimmer@spokanecity.org
ddaniels@spokanecity.org

Additional Approvals

Purchasing	PRINCE, THEA	Taxes & Licenses

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Water Department
Contact Name	Jim Sakamoto
Contact Email & Phone	jsakamoto@spokanecity.org 625-7854
Council Sponsor(s)	CM Kinnear and CM Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Indian Trail Water Tower Irrigation & Landscape Project
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Public Works Contract with Clearwater Summit Group (Spokane, WA) for the site preparation, installation of new irrigation system, installation of new landscaping and initial maintenance of such at the Indian Trail Water Tower. 4546 W Strong Road, Spokane WA.</p> <p>An Informal Public Works Quote was issued with three responses being received, Clearwater Summit Group being the lowest responsive responsible bidder.</p>
Proposed Council Action	Approve Contract
Fiscal Impact Total Cost: <u>\$75,296.11</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: Water Department Budget 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?	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?	



City of Spokane

PUBLIC WORKS CONTRACT

Title: **INDIAN TRAIL WATER TOWER IRRIGATION AND LANDSCAPING PROJECT**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CLEARWATER SUMMIT GROUP**, whose address is 19208 East Broadway Avenue, Spokane Valley, Washington 99016 as ("Contractor"), individually hereafter referenced as a "Party", and together as the "Parties".

The parties agree as follows:

1. **PERFORMANCE/SCOPE OF WORK.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **INDIAN TRAIL WATER TOWER IRRIGATION & LANDSCAPE PROJECT** – selected via IPWQ 5879-23.
2. **CONTRACT DOCUMENTS.** The Contract Documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any), including Contractor's Response to IPWQ (Exhibit B). These contract documents are on file in the Spokane Water & Hydroelectric Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TERM.** The term of this Contract begins on August 1, 2023, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions.
4. **TERMINATION.** Either party may terminate this Contract 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.
5. **COMPENSATION/PAYMENT.**
 - A. **COMPENSATION.** Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SEVENTY-FIVE THOUSAND TWO HUNDRED NINETY-SIX AND 11/100 DOLLARS (\$75,296.11)**, plus sales tax if applicable, 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 1 above, and shall not be exceeded without the prior written authorization

of the City in the form of an executed amendment to this Contract.

- B. PAYMENT. The Contractor will send its applications for payment to the City of Spokane Water & Hydroelectric Department, 914 E. North Foothills Drive, Spokane, Washington 99207. All invoices should include the City Clerk File No. "OPR 2023-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

6. 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. 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 State Department of Labor and Industries; 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.

8. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. 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.

10. 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 RCW 48:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this 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 Company's General Liability insurance policy must be a minimum of \$1,000,000, 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 Contractor'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.

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

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

13. SUBCONTRACTOR RESPONSIBILITY.

A. 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).

C. On Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least fifteen (15) percent of the labor hours on each project shall be performed by apprentices enrolled in a State-approved apprenticeship program; and for each contract in the project fifteen (15) percent of the labor hours for each craft that has an available state-approved apprenticeship program for Spokane County and utilizes more than one hundred sixty (160) hours in each contract shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. Subcontracting Requirements. The utilization percentages for apprenticeship labor for Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, and at least

fifteen percent (15%) of the labor hours for each such subcontract shall be performed by apprentices in a state-approved apprenticeship program. For each craft that has an available apprenticeship program for Spokane county and performs more than one hundred sixty (160) hours on each project, fifteen (15) percent of the labor hours shall be performed by apprentices enrolled in a State-approved apprenticeship program

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
14. 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 Contractor 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 Contractor.
15. EXECUTIVE ORDER 11246.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible

for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

16. 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.

17. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

18. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

19. 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 the Contract.

20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

21. 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.

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

23. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

24. BUSINESS REGISTRATION REQUIREMENT. 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.

25. 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.

26. 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 Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

28. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

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

CLEARWATER SUMMIT GROUP

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 Contract:
Exhibit A - Certification Regarding Debarment
Exhibit B – Response to IPWQ 5879-23
Payment Bond
Performance Bond

23-129a

EXHIBIT A

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

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

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

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

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

1. The lower tier contractor certifies, 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/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

EXHIBIT B

PAYMENT BOND

We, **CLEARWATER SUMMIT GROUP**, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVENTY-FIVE THOUSAND TWO HUNDRED NINETY-SIX AND 11/100 DOLLARS (\$75,296.11)**, including sales tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **INDIAN TRAIL WATER TOWER IRRIGATION & LANDSCAPE PROJECT**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

CLEARWATER SUMMIT GROUP

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY for the Surety's agent must accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was
authorized to sign the document and acknowledged it as the agent or representative of the
named surety company which is authorized to do business in the State of Washington, for
the uses and purposes therein mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

PERFORMANCE BOND

We, **CLEARWATER SUMMIT GROUP**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVENTY-FIVE THOUSAND TWO HUNDRED NINETY-SIX AND 11/100 DOLLARS (\$75,296.11)**, including sales tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **INDIAN TRAIL WATER TOWER IRRIGATION & LANDSCAPE PROJECT** . If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____

CLEARWATER SUMMIT GROUP
AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

By: _____
Its Attorney in Fact

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that
he/she was authorized to sign the document and acknowledged it as the agent or representative of
the named Surety Company which is authorized to do business in the State of Washington, for the
uses and purposes mentioned in this document.

DATED on _____.

Signature of Notary

My appointment expires _____

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
07/10/2023

Date Rec'd	6/26/2023
Clerk's File #	ORD C36406
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	DAVID MOSS 625-6383
Contact E-Mail	DMOSS@SPOKANECITY.ORG
Agenda Item Type	Special Budget Ordinance
Agenda Item Name	0620-HUMAN RESOURCES-QUARTERLY RANGE CHANGES Q2 2023

Agenda Wording
Approval for quarterly range changes that have been identified.

Summary (Background)
The City's Human Resources Department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions affected by the salary analysis that are currently filled are listed below. Upon approval these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.

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

Approvals		Council Notifications	
Dept Head	MOSS, DAVID	Study Session\Other	PIES Committee 6/26/2023
Division Director	MOSS, DAVID	Council Sponsor	CP Beggs / CM Wilkerson
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	SMITHSON, LYNDEN		
Additional Approvals			
Purchasing			
MANAGEMENT & BUDGET	STRATTON, JESSICA		

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Human Resources																																																																																																		
Contact Name & Phone	David Moss																																																																																																		
Contact Email	dmos@spokanecity.org																																																																																																		
Council Sponsor(s)	CP Beggs & CM Wilkerson																																																																																																		
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min																																																																																																		
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Summary (Background)	<p>The City's Human Resources Department conducted an internal and external salary analysis of the below positions due to a change in duties and job responsibilities. The individual positions affected by the salary analysis that are currently filled are listed below. Upon approval these range changes will be put into effect in the HR system and incumbents' pay will be adjusted.</p> <p>The ranges below are presented as of June 2023 and do not incorporate the Local 270 union's upcoming 5.0% Cost of Living Adjustment (COLA) that takes effect on July 1, 2023 as described in their current labor agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>Union</th> <th>SPN</th> <th>Title</th> <th>From Grade</th> <th>To Grade</th> <th>Former Range</th> <th>New Range</th> </tr> </thead> <tbody> <tr> <td>EXC</td> <td>720</td> <td>Judicial Administrative Assistant</td> <td>37</td> <td>41</td> <td>\$59,487.12- \$82,392.48</td> <td>\$64,832.40 \$91,162.08</td> </tr> <tr> <td>270</td> <td>282</td> <td>Police Communication Supervisor</td> <td>52</td> <td>53</td> <td>\$62,013.50- \$102,019.68</td> <td>\$62,911.44- \$103,397.76</td> </tr> <tr> <td>270</td> <td>283</td> <td>Police Radio Dispatcher I</td> <td>29</td> <td>30</td> <td>\$42,407.28- \$66,461.04</td> <td>\$43,367.76 \$68,110.56</td> </tr> <tr> <td>270</td> <td>016</td> <td>Police Records Specialist</td> <td>26</td> <td>27</td> <td>\$40,340.16- \$63,078.48</td> <td>\$41,446.80- \$65,124.42</td> </tr> <tr> <td>270</td> <td>017</td> <td>Police Records Shift Supervisor</td> <td>33</td> <td>36</td> <td>\$46,270.08- \$72,370.08</td> <td>\$49,172.40- \$76,796.64</td> </tr> <tr> <td>MPB</td> <td>108</td> <td>Payroll Supervisor</td> <td>41</td> <td>43</td> <td>\$67,567.68- \$95,693.04</td> <td>\$70,824.96- \$100,474.56</td> </tr> <tr> <td>MPB</td> <td>048</td> <td>Human Resources Analyst (HRA) I</td> <td>41</td> <td>44</td> <td>\$67,567.68 - \$95,693.04</td> <td>\$72,662.40 - \$103,230.72</td> </tr> <tr> <td>MPB</td> <td>041</td> <td>HRA II</td> <td>46</td> <td>49</td> <td>\$76,212.00 - \$107,991.36</td> <td>\$81,995.76 - \$115,612.56</td> </tr> <tr> <td>MPB</td> <td>042</td> <td>Senior HRA</td> <td>50</td> <td>52</td> <td>\$83,394.72 - \$118,514.88</td> <td>\$88,092.72 - \$125,342.64</td> </tr> <tr> <td>Non-Rep</td> <td>764</td> <td>Director of HR</td> <td>63</td> <td>68</td> <td>\$115,988.40 -</td> <td>\$128,850.48 -</td> </tr> <tr> <td>270</td> <td>626</td> <td>Equipment Servicer</td> <td>29</td> <td>31</td> <td>\$42,407.28 - \$66,461.04</td> <td>\$44,328.24 - \$69,760.08</td> </tr> <tr> <td>270</td> <td>630</td> <td>Automotive Mechanic</td> <td>34</td> <td>36</td> <td>\$47,376.72 - \$73,831.68</td> <td>\$49,172.40 - \$76,796.64</td> </tr> <tr> <td>270</td> <td>630C</td> <td>Certified Automotive Mechanic</td> <td>36</td> <td>38</td> <td>\$49,172.40 - \$76,796.64</td> <td>\$50,383.44 - \$80,638.56</td> </tr> </tbody> </table>	Union	SPN	Title	From Grade	To Grade	Former Range	New Range	EXC	720	Judicial Administrative Assistant	37	41	\$59,487.12- \$82,392.48	\$64,832.40 \$91,162.08	270	282	Police Communication Supervisor	52	53	\$62,013.50- \$102,019.68	\$62,911.44- \$103,397.76	270	283	Police Radio Dispatcher I	29	30	\$42,407.28- \$66,461.04	\$43,367.76 \$68,110.56	270	016	Police Records Specialist	26	27	\$40,340.16- \$63,078.48	\$41,446.80- \$65,124.42	270	017	Police Records Shift Supervisor	33	36	\$46,270.08- \$72,370.08	\$49,172.40- \$76,796.64	MPB	108	Payroll Supervisor	41	43	\$67,567.68- \$95,693.04	\$70,824.96- \$100,474.56	MPB	048	Human Resources Analyst (HRA) I	41	44	\$67,567.68 - \$95,693.04	\$72,662.40 - \$103,230.72	MPB	041	HRA II	46	49	\$76,212.00 - \$107,991.36	\$81,995.76 - \$115,612.56	MPB	042	Senior HRA	50	52	\$83,394.72 - \$118,514.88	\$88,092.72 - \$125,342.64	Non-Rep	764	Director of HR	63	68	\$115,988.40 -	\$128,850.48 -	270	626	Equipment Servicer	29	31	\$42,407.28 - \$66,461.04	\$44,328.24 - \$69,760.08	270	630	Automotive Mechanic	34	36	\$47,376.72 - \$73,831.68	\$49,172.40 - \$76,796.64	270	630C	Certified Automotive Mechanic	36	38	\$49,172.40 - \$76,796.64	\$50,383.44 - \$80,638.56
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	270	633	Equipment Maintenance Foreperson	40	42	\$52,032.96 - \$85,712.40	\$53,724.24 - \$88,447.68
	270	634	Certified Equipment Maintenance Foreperson	42	44	\$53,724.24 - \$88,447.68	\$55,394.64 - \$91,287.36
	270	636	Heavy Equipment Mechanic	36	38	\$49,172.40 - \$76,796.64	\$50,383.44 - \$80,638.56
	270	637	Certified Heavy Equipment Mechanic	38	40	\$50,383.44 - \$80,638.56	\$52,032.96 - \$85,712.40
	270	649	Wastewater Treatment Plant Maintenance Mechanic	36	38	\$49,172.40 - \$76,796.64	\$50,383.44 - \$80,638.56
	270	632	Parts Manager	36	39	\$49,172.40 - \$76,796.64	\$51,281.28 - \$83,394.72
	MPB	025	Administrative Specialist	32	34	\$54,580.32 - \$76,713.12	\$57,065.04 - \$80,534.16
	MPA	712	Division Communication Manager – City Cable 5	47	50	\$78,112.08 - \$108,847.44	\$83,394.72 - \$116,781.84
	MPB	252	Associate Traffic Engineer	44	46	\$72,662.40 - \$103,230.72	\$76,212.00 - \$107,991.36
	MPB	255	Senior Traffic Engineer	51	52	\$86,088.24 - \$122,544.72	\$88,092.72 - \$125,342.64
	EXC	719	Deputy Director of Human Resources	53	55	\$93,964.88 - \$129,602.16	\$100,411.92 - \$141,148.80
	EXC	706	Director of Accounting & Grants	56	65	\$107,323.20 - \$149,939.28	\$120,018.24 - \$167,394.96
	EXC	796	Operations Manager – Office of the Mayor	51	37	\$83,394.72 - \$117,408.24	\$59,487.12 - \$82,392.48

Proposed Council Action & Date: Approve SBO range changes on July 10, 2023

Fiscal Impact:
 Total Annual Cost: \$230,000 - \$441,000 (General Fund \$102,000 - \$163,000)
 Total Cost Remaining This Year: \$115,000 - \$221,000 (General Fund \$51,000 - \$82,000)
 Approved in current year budget? Yes No N/A

Funding Source One-time Recurring
 Specify funding source: Various funds' revenues or reserves

Expense Occurrence One-time Recurring

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

Operations Impacts
 What impacts would the proposal have on historically excluded communities?
 N/A, recurring HR admin task.

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, recurring HR admin task.

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

N/A, recurring HR admin task.

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?

Ensures compensation equity.

ORDINANCE NO C36406

An ordinance amending Ordinance No. C36345, passed by the City Council December 12, 2022, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2023, making appropriations in the various funds of the City of Spokane government for the year ending December 31, 2023, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2023 budget Ordinance No. C36345, as above entitled, and which passed the City Council December 12, 2022, it is necessary to make changes in the appropriations of the various funds listed below, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

- 1) Change the grade and associated pay range for the Police Records Shift Supervisor position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	017	Police Records Shift Supervisor	33	36	\$46,270-\$72,370	\$49,172-\$76,797

- 2) Change the grade and associated pay range for the Senior Human Resources Analyst position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	042	Senior Human Resources Analyst	50	52	\$83,395-\$118,515	\$88,093-\$125,343

- 3) Change the grade and associated pay range for the Human Resources Analyst I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	048	Human Resources Analyst I	41	44	\$67,568-\$95,693	\$72,662-\$103,231

- 4) Change the grade and associated pay range for the Police Communications Supervisor position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	282	Police Communications Supervisor	52	53	\$62,014-\$102,020	\$62,911-\$103,398

- 5) Change the grade and associated pay range for the Division Communications Manager – Channel 5 position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPA	712	Division Communications Manager – Channel 5	47	50	\$78,112- \$108,847	\$83,395- \$116,782

- 6) Change the grade and associated pay range for the Judicial Administrative Assistant position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Exempt	720	Judicial Administrative Assistant	37	41	\$59,487- \$82,392	\$64,832- \$91,162

- 7) Change the grade and associated pay range for the Director of Operations – Office of the Mayor position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Exempt	796	Dir. of Operations – Office of the Mayor	51	37	\$83,395- \$117,408	\$59,487- \$82,392

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

- 1) Change the grade and associated pay range for the Automotive Mechanic position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	630	Automotive Mechanic	34	36	\$47,377- \$73,832	\$49,172- \$76,797

- 2) Change the grade and associated pay range for the Certified Automotive Mechanic position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	630C	Certified Automotive Mechanic	36	38	\$49,172- \$76,797	\$50,383- \$80,639

- 3) Change the grade and associated pay range for the Parts Manager position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	632	Parts Manager	36	39	\$49,172- \$76,797	\$51,281- \$83,395

- 4) Change the grade and associated pay range for the Equipment Maintenance Foreperson position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	633	Equipment Maintenance Foreperson	40	42	\$52,033-\$85,712	\$53,724-\$88,448

- 5) Change the grade and associated pay range for the Certified Equipment Maintenance Foreperson position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	634	Certified Equipment Maintenance Foreperson	42	44	\$53,724-\$88,448	\$55,395-\$91,287

- 6) Change the grade and associated pay range for the Certified Heavy Equipment Mechanic position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	637	Certified Heavy Equipment Mechanic	38	40	\$50,383-\$80,639	\$52,033-\$85,712

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

- 1) Change the grade and associated pay range for the Payroll Supervisor position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	108	Payroll Supervisor	41	43	\$67,568-\$95,693	\$70,825-\$100,475

- 2) Change the grade and associated pay range for the Director of Accounting and Grants position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Exempt	706	Director of Accounting and Grants	56	65	\$107,323-\$149,939	\$120,018-\$167,395

Section 4. That in the budget of the Sewer Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Wastewater Treatment Plant (WWTP) Maintenance Mechanic position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	649	WWTP Maintenance Mechanic	36	38	\$49,172-\$76,795	\$50,383-\$80,639

Section 5. That in the budget of the General Fund and Employees Benefits Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Deputy Director of Human Resources position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Exempt	719	Deputy Director of Human Resources	53	55	\$93,965-\$129,602	\$100,412-\$141,149

- 2) Change the grade and associated pay range for the Director of Human Resources position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
N/A	764	Director of Human Resources	63	68	\$115,988-\$162,050	\$128,850-\$181,865

Section 6. That in the budget of the General Fund and Public Safety Levy Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Police Records Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	016	Police Records Specialist	26	27	\$40,340-\$63,078	\$41,447-\$65,124

- 2) Change the grade and associated pay range for the Police Radio Dispatcher I position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	283	Police Radio Dispatcher I	29	30	\$42,407-\$66,461	\$43,368-\$68,111

Section 7. That in the budget of the General Fund and Unemployment Compensation Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Human Resources Analyst II position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	041	Human Resources Analyst II	46	49	\$76,212-\$107,991	\$81,996-\$115,613

Section 8. That in the budget of the General Fund and Fleet Services Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Equipment Servicer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	626	Equipment Servicer	29	31	\$42,407-\$66,461	\$44,328-\$69,760

Section 9. That in the budget of the Street Maintenance Fund and Development Services Center Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Associate Traffic Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	252	Associate Traffic Engineer	44	46	\$72,662-\$103,231	\$76,212-\$107,991

Section 10. That in the budget of the Street Maintenance Fund and Integrated Capital Management Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Senior Traffic Engineer position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	255	Senior Traffic Engineer	51	52	\$86,088-\$122,545	\$88,093-\$125,343

Section 11. That in the budget of the Fire/Emergency Medical Services Fund and Fleet Services Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Heavy Equipment Mechanic position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
Local 270	636	Heavy Equipment Mechanic	36	38	\$49,172-\$76,797	\$50,383-\$80,639

Section 12. That in the budget of the General Fund, Criminal Justice Assistance Fund, Accounting Services Fund, Employees Benefits Fund, and Facilities Operating Fund, and the budget annexed thereto with reference to the funds, the following changes be made:

- 1) Change the grade and associated pay range for the Administrative Specialist position as noted below.

Union	SPN	Title	From Grade	To Grade	Former Range	New Range
MPB	025	Administrative Specialist	32	34	\$54,580-\$76,713	\$57,065-\$80,534

Section 13. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to adjust pay ranges to align with salary analysis, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:
06/29/2023

Date Rec'd	6/28/2023
Clerk's File #	RES 2023-0051
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS X6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - RESOLUTION REGARDING INTERIM APPOINTMENT OF CITY ATTORNEY

Agenda Wording

A Resolution stating the Spokane City Council's position on the appointment of the current candidate serving in an interim capacity as the Interim City Attorney.

Summary (Background)

The current candidate serving in an interim capacity was initially appointed to serve as the Interim City Attorney on May 31, 2022, and was not nominated by the Mayor for permanent appointment nor was his interim position extended as provided by the SMC, and he is no longer eligible to serve as interim City Attorney. According to the City Charter and SMC, his appointment expired in November 2022.

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	06/29/2023
Division Director		Council Sponsor	CP Beggs & CM Zappone
Finance		Distribution List	
Legal			gbyrd@spokanecity.org
For the Mayor			zzappone@spokanecity.org
Additional Approvals			jgunn@spokanecity.org
Purchasing			

Committee Agenda Sheet

Council Study Session June 29, 2023

Select Committee Name

Submitting Department	City Council
Contact Name	CP Beggs, CM Zappone
Contact Email & Phone	jgunn@spokanecity.org
Council Sponsor(s)	CP Beggs, CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 15 minutes
Agenda Item Name	Resolution Regarding Interim Appointment of City Attorney
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>City Charter section 24 provides that the mayor has the “power to appoint and remove the city attorney, provided such appointment shall be subject to the approval of the city council.” SMC 03.01A.100 reaffirms that appointment of the City Attorney requires approval of the city council.</p> <p>SMC 02.005.010 and SMC 03.01A.100 provide that permanent appointments must be presented to the city council for approval within 30 days, and that interim appointments serve no longer than 180 days, except as extended by the city council for an additional 180 days. In addition, SMC 03.01A.195 provides that the City Attorney shall not perform the duties of the position or be compensated until approved by the City Council.</p> <p>The current candidate serving in an interim capacity was initially appointed to serve as the Interim City Attorney on May 31, 2022, and was not nominated by the Mayor for permanent appointment nor was his interim position extended as provided by the SMC, and he is no longer eligible to serve as interim City Attorney. According to the City Charter and SMC, his appointment expired in November 2022.</p> <p>The resolution expresses the Council’s position that the current candidate serving in an interim capacity has served without council approval since November 2022 and requests the Mayor either appoint a new person to the position of Interim City Attorney (to serve for an initial 180 days) or that the Mayor immediately nominate and present to the Council for confirmation a candidate for regular City Attorney. The resolution also requests the Washington State Auditor investigate the possible improper or illegal use of public funds arising from the current candidate serving in an interim capacity’s continuation as Interim City Attorney without Council approval.</p>
Proposed Council Action	Resolution
<p>Fiscal Impact Total Cost: <u>Unknown</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Opioid settlement funds</p>	

Expense Occurrence One-time 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?

Credibility and trust in municipal government, especially among persons of color and historically excluded communities, depends on the perception and reality of Mayor's good faith effort to follow the law with respect to interim appointments. The failure of the Mayor to adhere to the Charter and SMC with respect to the appointment of the City Attorney undermines that credibility and trust. The resolution reaffirms the Council's prerogative with respect to certain mayoral appointments.

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?

Not applicable

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

Not applicable

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 resolution is an attempt to ensure mayoral compliance with City Charter Section 24 , SMC 03.01A.100, SMC 02.005.010 and SMC 03.01A.100, and to prevent the use of public funds that is otherwise illegal under SMC 03.01A.195.

RESOLUTION NO. 2023-0051

A Resolution stating the Spokane City Council's position on the appointment of the current candidate serving in an interim capacity as the Interim City Attorney.

WHEREAS, the City of Spokane Charter, which can be understood as the constitution of our city, provides that the mayor has the "power to appoint and remove the city attorney, provided such appointment shall be subject to the approval of the city council;" and

WHEREAS, per Section 03.01A.100 of the Spokane Municipal Code, "the appointment of the city attorney, the city clerk and the administrative heads and acting or interim head of each department requires approval of the city council; and

WHEREAS, Sections 02.005.010 and 03.01A.100 of the Spokane Municipal Code further provide that permanent appointments be presented to the city council for approval within 30 days, and that interim appointments serve no longer than 180 days, except as extended by the city council for an additional 180 days; and

WHEREAS, the current candidate for the position of Interim City Attorney was initially appointed to serve as the Interim City Attorney on May 31, 2022; and

WHEREAS, following 180 days after the appointment, the Mayor neither nominated the candidate to be the regular City Attorney, nor formally requested that City Council extend the interim position for an additional one hundred eighty days; and

WHEREAS, Spokane Municipal Code Section 03.01A.195 provides that the City Attorney, the City Clerk, and the administrative head of each department shall not perform the duties of the position or be compensated directly or indirectly by the City of Spokane until approved by the City Council; and

WHEREAS, even if the Spokane City Council had voted to approve a requested extension of the interim appointment, the maximum time period of three hundred sixty days for an interim appointment has elapsed and thus the current candidate is no longer eligible to serve as the Interim City Attorney; and

WHEREAS, the continued employment and compensation of the current candidate for Interim City Attorney likely violates the Spokane City Charter and the Spokane Municipal Code, and may expose the City of Spokane to legal challenges and serious negative consequences; and

WHEREAS, the Mayor's failure to adhere to the Spokane City Charter, and the failure to adhere to Spokane Municipal Code requirements with respect to the unlawful extension of service by and level of compensation to the current candidate for Interim City Attorney, necessitates a formal resolution by the Spokane City Council that makes clear its position with respect to the current candidate for that position.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council does not approve of the candidate currently filling the position of Interim City Attorney serving beyond the maximum allowed term of service of one hundred eighty days that expired in November of 2022, and requests that the Mayor immediately name an eligible person to the position of Interim City Attorney, to serve for an initial one hundred eighty days, or that the Mayor immediately nominate and present to the Council for confirmation a candidate for regular City Attorney, whichever comes first.

NOW, THEREFORE, BE IT FURTHER RESOLVED that pursuant to RCW 43.09.050 the City of Spokane requests that the Washington State Auditor promptly investigate the possible improper or illegal use of public funds arising from this situation and provide further guidance to the City.

Passed by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
07/10/2023

Date Rec'd	6/22/2023
Clerk's File #	RES 2023-0052
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	COUNCIL MEMBER X6256 ZAPPONE
Contact E-Mail	ZZAPPONE@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - SPOKANE PUBLIC LIBRARY EVENTS RESOLUTION

Agenda Wording
A Resolution affirming Spokane Public Library and partnering community organizations shall incur no costs associated with traffic control when closing down Spokane Falls Boulevard for events.

Summary (Background)
A Resolution affirming Spokane Public Library and partnering community organizations shall incur no costs associated with traffic control when closing down Spokane Falls Boulevard for events.

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	UE 06/12/2023
Division Director		Council Sponsor	CP Beggs & CM Zappone
Finance		Distribution List	
Legal		gbyrd@spokanecity.org	
For the Mayor		zzappone@spokanecity.org	
Additional Approvals		jgunn@spokanecity.org	
Purchasing			

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Jeff Gunn
Contact Email & Phone	jgunn@spokanecity.org 6718
Council Sponsor(s)	Beggs, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Spokane Public Library Events Resolution
Summary (Background) *use the Fiscal Impact box below for relevant financial information	A Resolution affirming Spokane Public Library and partnering community organizations shall incur no costs associated with traffic control when closing down Spokane Falls Boulevard for events.
Proposed Council Action	Vote to approve on July 10 th
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: <small>Click or tap here to enter text.</small>	
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	
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	

RESOLUTION NO. 2023-0052

A Resolution affirming Spokane Public Library and partnering community organizations shall incur no costs associated with traffic control when closing down Spokane Falls Boulevard for events.

WHEREAS, the Spokane Public Library system aims to “inspire a thriving city through cultural and educational opportunities;” and

WHEREAS, this can be accomplished through partnering with community organizations to host events at their various library locations; and

WHEREAS, the Spokane City Council supports the Spokane Public Library activating the exterior of the Central Library located at 906 W. Main Avenue for events during summer months; and

WHEREAS, in developing the plaza located on Spokane Falls Boulevard, there was an understanding between the Spokane Public Library and the Spokane City Council that the Spokane Public Library would host events in order to activate the space; and

WHEREAS, this activation would include the closure of Spokane Falls Boulevard from Lincoln Street to North Monroe Street; and

WHEREAS, this understanding included an agreement that the Spokane Public Library would incur no costs associated with traffic control; and

WHEREAS, excessive costs can be prohibitive for the Spokane Public Library and other community organizations planning to hosts events at this location; and

WHEREAS, this can prevent these events from taking place; and

WHEREAS, the Spokane City Council is committed to ensuring the activation of this area for community events takes place; and

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council affirms the Spokane Public Library and partnering community organizations shall incur no costs associated with traffic control when closing down Spokane Falls Boulevard for events during summer months.

Passed by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
07/10/2023

Date Rec'd	6/28/2023
Clerk's File #	RES 2023-0053
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BREEAN BEGGS X6254
Contact E-Mail	BBEGGS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - RESOLUTION APPOINTING SUSTAINABILITY INITIATIVE MANAGER

Agenda Wording
A Resolution approving the appointment of the Manager of Sustainability Initiatives for the Spokane City Council.

Summary (Background)
Per SMC, all of Council's regular full-time employees, other than legislative assistants, must be appointed via resolution by a majority vote of the city council. As filed, this resolution does not specify who will be appointed to the role and can be amended to do so at Council's Briefing Session on July 10, 2023.

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	UE 07/10/2023
Division Director		Council Sponsor	CP Beggs & CM Kinnear
Finance		Distribution List	
Legal		gbyrd@spokanecity.org	
For the Mayor		lkinnear@spokanecity.org	
Additional Approvals		bbeggs@spokanecity.org	
Purchasing			

Committee Agenda Sheet

Urban Experience Committee

Committee Date	07/10/2023
Submitting Department	Council
Contact Name	Breean Beggs
Contact Email & Phone	bbeggs@spokanecity.org
Council Sponsor(s)	CP Beggs and CM Kinnear
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution Appointing Sustainability Initiative Manager
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Per SMC, all of Council’s regular full-time employees, other than legislative assistants, must be appointed via resolution by a majority vote of the city council. As filed, this resolution does not specify who will be appointed to the role and can be amended to do so at Council’s Briefing Session on July 10, 2023.
Proposed Council Action	Council consideration on July 10, 2023
Fiscal Impact Total Cost: <u>N/A – filling this position will not add any additional costs</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? N/A – this is not a proposal, but a resolution appointing Council’s Sustainability Initiatives Manager position.	
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? Same as above.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Same as above.	
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? Same as above.	

RESOLUTION NO. 2023-0053

A Resolution approving the appointment of the Manager of Sustainability Initiatives for the Spokane City Council.

WHEREAS, Article III Section 9 (d) of the Spokane City Charter provides that the City Council shall have the authority to employ such staff as it may deem necessary; and

WHEREAS, Section 02.005.030 of the Spokane Municipal Code provides that all regular full-time employees, other than legislative assistants, hired or discharged after the effective date of this ordinance shall be appointed via resolution by a majority vote of the city council and may only be discharged by a majority plus one vote of the city council.

WHEREAS, the City Council President is requesting the City Council’s approval to hire for this position.

NOW, THEREFORE, BE IT RESOLVED that the Spokane City Council approves the appointment of _____ to the position of Manager of Sustainability Initiatives for the City Council and authorizes the Council President to issue an offer of employment letter setting forth terms and conditions of employment with the salary in Range 42, or \$66,440.16 - \$93,333.60/year of the Exempt-Confidential pay plan and associated benefits, as laid out in the attached draft.

Adopted by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney



Spokane City Council
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3335
(509) 625-6255

Breean Beggs
City Council President

DATE TBD, 2023

RECIPIENT TBD

Delivered via email to: TBD

Re: Council Manager of Sustainability Initiatives

Dear RECIPIENT TBD,

It is with great pleasure that I offer you the position of Manager of Sustainability Initiatives, City Council Office, for the City of Spokane. I believe that you possess the experience and qualifications that the Council is looking for as well as the ability to complement current staff and Council Members.

The appointment to this at-will, exempt position will be **effective July 11, 2023**. Under the Spokane Municipal Code, management's prerogative to end your employment can only be exercised by a vote of at least five council members. The salary for this position will be Grade #42 starting at **Step #2** of the Exempt-Confidential pay plan, or an estimated **\$72,850.32** annually.

In the capacity of this position, you will receive the following benefits Your floating holiday and Personal Leave hours will not change as your new position maintains the benefits of the bargaining unit that most closely aligns with it, Managerial & Professional Association – Exempt A Collective Bargaining Agreement Beginning in 2024 you will receive:

- Accrual of 3.7 hours of vacation per pay period.
- Accrual of 6.0 hours of illness leave per pay period. This leave pool is to be used for normal illness leave as well as for absences protected under the FMLA or absences resulting from OJI.
- The City observes seven (7) fixed holidays per year. You will receive forty-eight (48) hours of floating holidays per year. Floating holidays may not be carried over to the following calendar year. Until the City declares the birthday of Martin Luther King Jr. and Juneteenth as official holidays, employees shall not be required to deduct a floating holiday for those offices closed to the public, provided they choose to work on those days.
- You will receive forty (40) hours of personal leave annually. Personal leave may not be carried over to the following calendar year.
- Medical and dental benefits, long-term disability, life insurance, Section 125 healthcare reimbursement account. Your eligibility for these benefits begins the 1st of the month following thirty (30) days of employment.
- Participation in the Spokane Employee's Retirement System (SERS) with matching employee and employer contributions of 10.25% of the employees' salary earnings. Employees are vested after seven (7) years of employment.

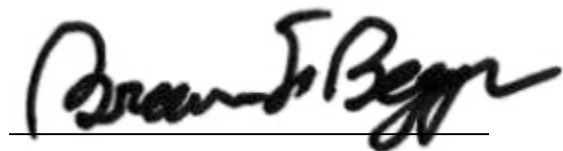
- Option to participate in a 457 deferred compensation program and receive a match of up to \$200/month from the City if actively contributing.

Please note that the above benefits match those of the bargaining unit that your position most closely aligns with, Managerial & Professional Association – Exempt A, and are subject to change as those bargained benefits change.

Per the Spokane Municipal Code, this offer of employment is subject to a formal appointment vote by the majority of the City Council. You will report directly to the sitting City Council President, though you will also receive work requests and some direction from other Council Members and staff.

I look forward to working with you!

Best,

A handwritten signature in black ink, appearing to read "Breean Beggs", is written over a horizontal line.

Breean Beggs, Spokane City Council President

I hereby accept the position of Manager of Sustainability Initiatives, City Council Office, with the City of Spokane and agree to the salary and benefits stated herein.

I understand that this assignment is to an at-will, exempt position that serves at the pleasure of the City Council which can terminate employment with a vote of at least five members.

Signed: _____

Date: _____

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

07/10/2023

Date Rec'd

6/28/2023

Clerk's File #

RES 2023-0054

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

BREEAN BEGGS X6254

Project #**Contact E-Mail**

BBEGGS@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 -ESTABLISHING THE MUNICIPAL CRIMINAL JUSTICE COORDINATING SUBCOMMITTEE

Agenda Wording

A resolution establishing the Municipal Criminal Justice Coordinating Subcommittee of the Public Safety and Community Health Committee.

Summary (Background)

The highest priority of the City of Spokane is to ensure public safety of citizens and visitors, while stewarding taxpayers dollars and criminal justice resources to improve safety, justice and equity through best practices. Effective improvements require the collaboration and coordination of various systems. National and local criminal justice experts endorse coordinating committees as a best practice for jurisdictions to improve public safety.

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

PIES 06/26/2023

Division Director**Council Sponsor**

CP Beggs & CM Zappone

Finance**Distribution List****Legal**

cwright@spokanecity.org

For the Mayor

vramos@spokanecity.org

Additional Approvals

gbyrd@spokanecity.org

Purchasing

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org , ex 6210
Council Sponsor(s)	Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Municipal Law & Justice Coordinating Subcommittee
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Maggie Yates will be presenting a report and recommendation that the City of Spokane establish a Criminal Justice Coordinating Subcommittee designed to engage in strategic, collaborative public safety planning. This subcommittee will be parallel to the previous subcommittees established in the areas of sustainability, housing & homelessness, and equity and inclusion.
Proposed Council Action	Discussion Only
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? The proposal recommends that an inclusive and diverse membership is essential for effective, equitable policymaking.	
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? Strategic planning will begin when committee membership is finalized.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The CJCC model is endorsed by national experts as a mechanism to harness efforts aimed at improving outcomes, efficiency, and equity across the criminal justice system.	

RESOLUTION NO. 2023-0054

A resolution establishing the Municipal Criminal Justice Coordinating Subcommittee of the Public Safety and Community Health Committee.

WHEREAS, the highest priority of the City of Spokane is to ensure the public safety of its citizens and visitors; and

WHEREAS, the City of Spokane's invests substantial public resources into the City's criminal justice system, including the City Prosecutor's Office, the City Public Defender's Office, Municipal Court, and Municipal Probation; and

WHEREAS, the Spokane City Council is committed to stewarding taxpayer dollars and criminal justice resources to improve safety, justice, and equity through the implementation of best practices and innovative solutions; and

WHEREAS, this commitment is evidenced by Resolution 2020-0054, adopted by the City Council on August 17, 2020 and setting forth guiding principles to inform the City's role in the regional criminal justice system, which include a commitment to use data-driven and evidence-based reforms with the goal of reducing crime, decreasing the use of taxpayer dollars and increasing community safety; and

WHEREAS, effective improvements to the criminal justice system require the collaboration and coordination of various City Departments, branches of government, and community partners; and

WHEREAS, national and local criminal justice experts endorse criminal justice coordinating committees as a best practice for jurisdictions working to improve public safety, manage limited resources, and improve outcomes and equity across the local justice system; and

WHEREAS, the City Council has the authority to create ad hoc committees or subcommittees for a designated term or for a specific task by City Council resolution, under City Council Rule of Procedure 6.4; and

WHEREAS, Council Rule 6.4 also provides that the resolution which creates the ad hoc committee can set forth matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee.

NOW, THEREFORE, BE IT RESOLVED that the purpose of the Municipal Criminal Justice Coordinating Subcommittee is to serve as independent advisory council to inform the City Council, the Mayor, and significant partners of the City of Spokane in the criminal justice system as to the best methods for ensuring the efficient, equitable, and effective administration of the local criminal justice system through communication, collaboration and data-driven strategic planning.

Section 1. Subcommittee Established. Pursuant to Section 6.4 of the City Council's Rules of Procedure, the City Council hereby establishes the Municipal Criminal Justice Coordinating Subcommittee ("MCJCS") of the Public Safety and Community Health Committee.

Section 2. Purpose. The Criminal Justice Coordinating Subcommittee ("MCJCS") shall be established as an independent advisory committee of systems professionals and community members for the purpose of ensuring the efficient, equitable, and effective administration of the local criminal justice system by increasing communication, collaboration, and data-driven, strategic planning.

Section 3. Membership and Governance. The MCJCS shall be comprised of twenty voting members, as follows:

- A. Ten ex officio members, including the Spokane Police Chief, the Presiding Judge of Municipal Court, the Municipal Court Clerk, the City Director of Probation, the City Prosecutor, the City Public Defender, the City Administrator, the Chair and Vice Chair of the Public Safety Committee, and the City Fire Chief.
- B. Ten members appointed by the City Council in consultation with the City Council's Equity Subcommittee, representing the following areas of expertise: 1) public health, 2) business, 3) victim's advocates, 4) behavioral health providers, 5) housing and homelessness services, 6) the disability community, 7) racial equity, 8) justice-involved, 9) youth and 10) the faith community. Appointed members shall serve staggered four-year terms.
- C. An Executive Workgroup of five members, consisting of the Subcommittee Chair and Vice-Chair and at least two community members not employed by the City of Spokane shall draft agendas, oversee other workgroups and monitor the progress of the MCJCS.
- D. Proxies are not permitted.

Section 5. Duties. The MCJCS shall conduct ongoing, comprehensive assessments of the City's criminal justice system to identify opportunities for

intervention and innovation designed to improve outcomes, leverage limited resources, enhance safety, and address racial and ethnic disparities. The MCJCS shall:

- A. Promote and support collaboration and the coordination of municipal justice system resources;
- B. Identify funding opportunities and support efforts to secure grants and other resources;
- C. Make recommendations regarding operations, procedure, and programming to improve public safety, justice, and equity in the City of Spokane;
- D. Advise the Public Safety Committee, the City Council and other agencies, departments, and actors engaged in relevant policy and programs;
- E. Collect and review data to inform recommendations, develop performance measures, and evaluate policies and programs; and
- F. Make recommendations to improve data collection and data sharing across criminal justice partners; and
- G. Report to the City Council and the Mayor on annual basis in September of each year on the status and progress of the goals and objectives identified by the MCJCS; and.
- H. To perform such other tasks as may be assigned to it by the City Council, including, but not limited to, evaluation of proposed legislation by the City Council relating to municipal criminal justice initiatives, reforms, and funding.

Section 5. Support. City Council will provide necessary staffing and administrative support for MCJCS operations.

Section 6. By-laws and Meetings. The MCJCS will select officers and workgroup members, and adopt by-laws to conduct its business. By-laws shall include, but not be limited to: quorum, meetings, minutes and agendas, and the establishment of workgroups. The MCJCS shall meet no fewer than four times per year. All meetings shall be in compliance with the state Open Public Meetings Act (RCW 42.30).

Section 7. Data Sharing Agreement. The MCJCS shall execute a data sharing agreement (DSA) among its members to share information lawfully and securely in a manner that will enhance strategic problem solving. The DSA shall include procedures for confidential data-sharing that are consistent with the state Public Records Act (RCW 42.56).

Section 8. Effective Date. Pursuant to Section 6.4 of the City Council's Rules of Procedure, the appointed members of the MCJCS shall be appointed by the City Council by motion. The City Council shall endeavor to approve its initial appointments no later than October 2, 2023. The MCJCS shall commence meetings no later than November 3, 2023.

BE IT FURTHER RESOLVED that all meetings of City Council subcommittees shall be audio recorded, including the meetings of their Steering or Executive groups, and any presentation materials shall be made publicly available as soon as practicable. Meetings of subcommittee workgroups are not required to be recorded.

ADOPTED by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
07/10/2023

Date Rec'd	6/28/2023
Clerk's File #	RES 2023-0055
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ABIGAIL MARTIN X6426
Contact E-Mail	AMMARTIN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - PROPOSED SPEED RADAR CAMERAS RESOLUTION

Agenda Wording
A resolution of the City of Spokane approving installation of automated traffic safety cameras and other matters related thereto.

Summary (Background)
Neighborhood Councils, Spokane Public Schools, and City Council propose expanded sites for speed radar cameras. All locations are within 300ft of schools, hospitals, or park property. For school locations (majority), all revenue remains with the City of Spokane, once costs have been accounted for. For hospital and park property half of the revenue, once costs have been accounted for, goes to the State of Washington.

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	PIES 06/26/2023
Division Director		Council Sponsor	CP Beggs & CM Zappone
Finance		Distribution List	
Legal		cwright@spokanecity.org	
For the Mayor		ammartin@spokanecity.org	
Additional Approvals		gbyrd@spokanecity.org	
Purchasing			

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City of Spokane City Council office
Contact Name	Abigail Martin
Contact Email & Phone	ammartin@spokanecity.org 509.625.6426
Council Sponsor(s)	Council President Breean Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Approval of new speed radar cameras
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Currently there are several speed radar and photo red cameras in use across our City to enhance safety measures and funding Traffic Calming projects. Neighborhood Councils, Spokane Public Schools, and City Council propose expanded sites for speed radar cameras. All locations are within 300ft of schools, hospitals, or park <i>property</i> . For school locations (majority), all revenue remains with the City of Spokane, once costs have been accounted for. For hospital and park <i>property</i> half of the revenue, once costs have been accounted for, goes to the State of Washington.
Proposed Council Action	Approve new speed radar cameras
Fiscal Impact Total Cost: <u>TBD</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: ATS is the contract we currently have for this work in the Traffic Calming program, and they source the installation of cameras and then recoup costs on the back end. Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring See above. Other budget impacts: (revenue generating, match requirements, etc.) This program generates revenue for the Traffic Calming program, which as previously briefed, is looking at a 4 year project cycle and developing into a sophisticated and complex project list. Expansion of our funding source allows greater opportunity for the project list to be realized.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? We have intentionally be strategic about camera location, not preying upon vulnerable communities, rather enhancing safety around schools, hospitals, and park property.	
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? ATS has done a great job collecting information for us and we are working with Accounting to ensure that camera location data can be accurately reported so that we are in compliance with what to apportion back to the State.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? In addition to the data collected from ATS, we are able to assess over time what is working and what further enhancements to Traffic Calming might help our community become safer.	

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 proposal helps enhance our infrastructure, protects the nature of safe and vital neighborhoods, and is in alignment with the City Council's Traffic Calming subcommittee's goals.

RESOLUTION NO. 2023-0055

A resolution of the City of Spokane approving installation of automated traffic safety cameras and other matters related thereto.

WHEREAS, RCW 46.63.170 authorizes local jurisdictions to install and operate automated traffic safety cameras as a means for enforcing traffic laws; and

WHEREAS, consistent with RCW 46.63.170, the Spokane City Council adopted Spokane Municipal Code Chapter 16A.64 which, in pertinent part, authorizes the use of automated traffic safety cameras in the City of Spokane at two-arterial intersections and school speeding zones; and

WHEREAS, consistent with RCW 46.63.170 and by various resolutions, the Spokane City Council previously authorized the use of automated traffic safety cameras at several locations within the City, including at six school locations and ten arterial intersections; and

WHEREAS, in 2022 the Washington Legislature enacted Engrossed Substitute Senate Bill 5974, which expanded the permitted uses of automated traffic safety cameras under RCW 46.63.170 to include the detection of speed violations in roadways in school walk areas as defined in RCW 28A.160.160, as well as speed violations in public park speed zones and hospital speed zones; and

WHEREAS, under RCW 46.63.170, as amended, "public park speed zones" means, with respect to a given location, the area within a public park with active park use and extending 300 feet from the border of said park; and

WHEREAS, under RCW 46.63.170, as amended, "hospital speed zones" means, with respect to a given location, the area within hospital property and extending 300 feet from the border of hospital property; and

WHEREAS, under RCW 46.63.170, as amended, "public park speed zones" and hospital speed zones" must have signs posted alerting drivers to the location of said zones and to the use of automated traffic safety cameras; and

WHEREAS, the City Council, in conjunction with this resolution, and by separate ordinance of the same date, amended SMC 16A.64.220 to permit the use of automated traffic safety cameras in school walk areas, public park speed zones, and hospital speed zones; and

WHEREAS, the City of Spokane, in conjunction with its traffic engineering staff, and after public outreach to citizens in the City, performed an engineering and traffic analysis and identified the locations of suitable public park speeding zones and hospital speeding zones in each City Council district, which locations are set forth in the "Proposed Locations for Automated Cameras in School Walk Areas, Public Park Speed Zones, and Hospital Speed Zones," which is attached to this resolution as Exhibit "A" and made part of this resolution; and

WHEREAS, the Spokane City Council has been requested to designate the locations set forth in the “Proposed Locations for Automated Cameras in School Walk Areas, Public Park Speed Zones, and Hospital Speed Zones” and to authorize the use of automated traffic safety cameras in those locations at reduced speed limits of 20 mph to the extent allowable under Washington law, subject to available funding and agreement by the City’s vendor.

NOW, THEREFORE BE IT RESOLVED, that, subject to available funding and the approval of the City’s vendor, the City Council approves the use of automated traffic safety cameras in the locations set forth in the attached “Proposed Locations for Automated Cameras in School Walk Areas, Public Park Speed Zones, and Hospital Speed Zones,” attached to this resolution as Exhibit “A” and designates these locations as reduced speed limit areas of 20mph during school transportation hours at locations designated as school zones and at all hours in other locations subject to any legally required traffic studies to justify the lower speed limits; and

BE IT FURTHER RESOLVED by the City Council that the Streets Department should conduct any required traffic studies needed to implement this resolution and may invoice the Traffic Calming Fund for the staff or other financial resources to accomplish those studies.

BE IT FURTHER RESOLVED by the City Council that Exhibit A hereto may be amended in the future by further resolution of the City Council as recommended by the Spokane City/Traffic Engineer, or as may otherwise be required; and

BE IT FURTHER RESOLVED by the City Council that should any section, subsection, sentence or clause of this Resolution or Exhibit A is for any reason held to be invalid, such decision shall not affect the approval or validity of the remaining provisions of this Resolution and/or Exhibit A.

ADOPTED BY CITY COUNCIL on _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

EXHIBIT A

Resolution 2023- _____

**Proposed Locations for Automated Cameras in School Walk Areas, Public
Park Speed Zones, and Hospital Speed Zones**

District 1	Project Description + Location- submitted by (NC or SPS)	Count 1: School Zone (300 feet)	Count 2: Hospita l Zone	Count 3: Park propert y
Bemiss	NEWTech PREP at Rich + Regal- SPS	x		
	Regal Elementary School at Rich + Regal- SPS	x		
	Shaw Middle School at Garland/Empire + Cook- SPS	x		
Chief Garry Park				
Hillyard	Arlington Elementary School at Francis between Smith and Altamont- SPS	x		
Logan	Mission Park - Perry & Mission - CM			
Minnehaha				
Nevada Heights				
Shields Park	5701 E Upriver Dr. Spokane			x
Shiloh Hills	N Standard St (8100) + E St Thomas Moore Way (300)- Shiloh Hills Elementary School- NC	x		
Riverside	Friendship Park (7400 N Standard, parcel 36292.5404)- camera or 20mph- NC			x
Whitman				
Camp Sekani	6759 E Upriver Dr. Spokane			x
District 2				
Cliff/Cannon	Lewis & Clark HS - Washington & 4th - CM	x		
	Lincoln & 5th		x	
	Monroe & 5th		x	
Comstock	High Drive between 37th + Bernard (or between W 33rd + 37th), both directions- NC			x
	29th Ave + Comstock Park, near Post + Howard- NC			x
	29th Ave + Manito Blvd- NC			x
	Sacajawea Middle School/Jefferson Elementary School at Grand + 37th- SPS	x		
	High Drive & 21st - CM			
East Central	Spokane Virtual Academy at Regal + Lacey- SPS	x		
	Frances L. Scott Elementary at 5th + Rebecca- SPS	x		
Grandview/Thorpe				
Latah/Hangman				
Lincoln Heights	37th + Hamblen Park- Hamblen Elementary School- NC	x		
	Ray St, Thornton Murphy Park + 27th at Thornton Murphy Park- NC			x
	Southeast Blvd, at Upper Lincoln Park + 17th, at Lower Lincoln Park- NC			x

	Lincoln Heights Elementary School at 22nd + Freya- SPS	x		
	Franklin Elementary School at Upper Lincoln Park + 17th- SPS	x		
	Adams Elementary School at 37th + Regal- SPS	x		
	North Altamont Blvd near Ben Burr Trail- CM			x
	Chase Middle School at 4810 E 37th + Custer + 37th- SPS	x		
Manito/Cannon Hill	Wilson Elementary School at 25th + Lincoln- SPS	x		
	Manito Park - Grand & 19th - CM			
	Manito Park - Bernard & Shoshone - CM			
Rockwood				
Southgate				
West Hills				



Agenda Sheet for City Council Meeting of:
07/10/2023

Date Rec'd	6/28/2023
Clerk's File #	RES 2023-0056
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ABIGAIL MARTIN X6426
Contact E-Mail	AMMARTIN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - BUDGET GRANT AGREEMENT- SPD/TRAFFIC CALMING

Agenda Wording
A resolution regarding allocation of funds from infractions issued with automated traffic safety cameras for traffic calming measures.

Summary (Background)
SPD proposes to use Traffic Calming funds (revenue collected from photo speed radar and photo red cameras) are to be reserved with the Traffic Calming Measures Fund for specified uses outlined in a "Budget Grant Agreement" between the council and SPD, including speed measuring devices and overtime for traffic enforcement. Expenses for these purposes can be invoiced by SPD directly against the Traffic Calming Measures Fund.

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	PIES 06/26/2023
Division Director		Council Sponsor	CP Beggs & CM Zappone
Finance		Distribution List	
Legal		cwright@spokanecity.org	
For the Mayor		ammartin@spokanecity.org	
Additional Approvals		gbyrd@spokanecity.org	
Purchasing			

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City of Spokane City Council Office
Contact Name	Abigail Martin, Chris Wright
Contact Email & Phone	ammartin@spokanecity.org 509.625.6426
Council Sponsor(s)	Council President Breean Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Grant use of Traffic Calming funding
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>SPD proposes to use Traffic Calming funds (revenue collected from photo speed radar and photo red cameras) are to be reserved with the Traffic Calming Measures Fund for specified uses outlined in a “Budget Grant Agreement” between the council and SPD, including speed measuring devices and overtime for traffic enforcement. Expenses for these purposes can be invoiced by SPD directly against the Traffic Calming Measures Fund.</p> <p>SPD is requesting \$48,600 in TCM Funds to acquire twelve (12) speed measuring devices and \$75,000 to reimburse SPD for targeted speeding patrols.</p> <p>The materials prepared include a “Budget Grant Agreement” to serve as a template for similar expenditures by all city departments from dedicated funds, a draft resolution for the council to approve the budget grant agreement and reserve a portion of the TCM funds for the purposes proposed by SPD.</p>
Proposed Council Action	Approval of Resolution and Budget Grant Agreement.
Fiscal Impact	
Total Cost: <u>TBD- working on MOU with Accounting</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 checked="" type="checkbox"/> Recurring	
Specify funding source: Traffic Calming fund	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) We are working with Accounting to create an MOU so that the fund use can be itemized and use in accordance with its intent.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	
<p>Traffic Calming efforts help residents to feel safe and they make neighborhoods liveable, walkable, and accessible to all. SPD is careful to place speed cameras next to schools, hospitals, and park property in an effort to protect vulnerable communities and enhance safety in the public space. Specific measures under this agreement will enhance traffic calming efforts.</p>	

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

Data collection is included in the Grant Memorandum.

RESOLUTION NO. 2023-0056

A resolution regarding allocation of funds from infractions issued with automated traffic safety cameras for traffic calming measures.

WHEREAS, the City recognizes a continued need to enforce speed limits to ensure the safety of drivers, pedestrians, and the preservation of personal property: and

WHEREAS, in 2010 the Council enacted SMC 07.08.148 and thereby established the "Traffic Calming Measures Fund" (the "TCM Fund"), in which revenues generated by photo-radar and photo red programs authorized under SMC 16A.64.220 and 16A.64.260 are directed to the TCM Fund and used for the purposes set forth in SMC 07.08.148; and

WHEREAS, consistent with Resolution 2017-0106, the Council historically has appropriated revenues in the TCM Fund to several purposes, including (a) capital improvements to streets and city infrastructure with demonstrated success in traffic calming; and (b) costs to administer and enforce the photo-radar and photo-red programs, including police personnel needed to meet state and local requirements for operation of the programs; and

WHEREAS, in 2022, a special budget ordinance, C36216, was passed to allocate Traffic Calming funds to cover Spokane Police Department (SPD) overtime costs associated with targeted emphasis patrol along North Division to deter street racing; and

WHEREAS, SPD is proposing an allocation of traffic calming funds in 2023 to cover overtime costs of traffic officers to conduct targeted emphasis patrols in each precinct throughout the City, and SPD has already begun targeted emphasis patrols utilizing overtime and is requesting to be reimbursed for associated overtime costs; and

WHEREAS, among other purposes, the emphasis patrols will focus efforts on areas of traffic safety concern identified by the precincts in each district: and

WHEREAS, SPD projects the additional funds needed from the TCM Fund beyond unspent previous allocations for targeted emphasis patrol program is \$75,000; and

WHEREAS, SPD has already implemented an enhanced patrol schedule commencing January 1, 2023 to ensure more patrol officers are available to respond to the highest priority calls for service, resulting in a reduced number of assigned traffic officers, and therefore SPD wishes to establish pilot program to install and operate speed measuring devices in police vehicles so that patrol officers can support traffic enforcement; and

WHEREAS, SPD intends to pilot the use of speed measuring devices in patrol vehicles during 2023 to assist police officers in the enforcement of speed limits, consisting of 12 units at an aggregate maximum reimbursement of \$48,600, which includes installation costs as well as officer training and certification; and

WHEREAS, the SPD has agreed to collect and share data relating to the efficacy of acquisition and use of speed measuring devices using TCM Funds, with the expectation that such data will inform discussions regarding expansion of the pilot program; and

WHEREAS, the Council desires an established budgeting mechanism that (a) sets aside an annual appropriation of special purpose funds like the TCM Fund while (b) allowing for efficient review and invoicing of monthly departmental expenditures from such funds according to prior agreement, until the annual appropriation of such funds is exhausted; and

WHEREAS, the Council and SPD have developed a "Budget Grant Agreement" for dedication of TCM Funds for specified purposes and allowing for more efficient invoicing of TCM Funds and payment to SPD; and this agreement is expected to serve as a template for similar arrangements with other City departments for use of funds from dedicated accounts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the Council hereby adopts the "Budget Grant Agreement," attached hereto as Exhibit "A" and incorporated herein by reference, which agreement, upon signature of the Chief of Police and the Mayor, will govern the allocation, use and invoicing of a portion of the Traffic Calming Funds by the Spokane Police Department until such time as the dedicated additional funds are exhausted, and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that a portion of the Traffic Calming Funds identified in SMC 07.08.148, in the amount of \$48,600, shall be reserved for expenditures by the Spokane Police Department to install speed measuring devices as provided in the Budget Grant Agreement; and

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that a portion of the Traffic Calming Funds identified in SMC 07.08.148, in the amount of \$75,000 shall be reserved for reimbursement of overtime costs associated with targeted patrols, as provided in the Budget Grant Agreement.

ADOPTED by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

BUDGET GRANT AGREEMENT

THIS BUDGET GRANT AGREEMENT ("Agreement") is to set forth the understanding of the City of Spokane Police Department ("SPD") and the Spokane City Council ("Council") with respect to appropriations to SPD from the Traffic Calming Measures Fund.

Recitals

- A. The City recognizes a continued need to enforce speed limits to ensure the safety of drivers, pedestrians, and the preservation of personal property.
- B. In 2010 the Council enacted SMC 07.08.148 and thereby established the "Traffic Calming Measures Fund" (the "TCM Fund"). Revenue generated by photo-radar and photo red programs authorized under SMC 16A.64.220 and 16A.64.260 are directed to the Fund and used for the purposes set forth in SMC 07.08.148.
- C. Consistent with Resolution 2017-0106, the Council historically has appropriated revenue received by the TCM Fund to several purposes, including (a) capital improvements to streets and city infrastructure with demonstrated success in traffic calming; and (b) costs to administer and enforce the photo-radar and photo-red programs, including police personnel needed to meet state and local requirements for operation of the programs.
- D. In 2022, a special budget ordinance, C36216, was passed to allocate Traffic Calming funds to cover SPD overtime costs associated with targeted emphasis patrol along North Division to deter street racing. SPD is proposing to again allocate traffic calming funds in 2023 to cover overtime costs of Traffic Officers to conduct targeted emphasis patrols in each precinct throughout the City. The department has already begun targeted emphasis patrols utilizing overtime and is requesting to be reimbursed for targeted emphasis patrol overtime costs incurred beginning April 1, 2023 until the additional funds are exhausted. Among other purposes, the emphasis patrols will focus efforts on areas of traffic safety concern identified by the precincts in each district. The maximum amount of additional money allocated from the Traffic Calming Fund beyond any unspent previous allocations for this targeted emphasis patrol program is \$75,000.
- E. SPD wishes to establish pilot program to install and operate speed measuring devices in police vehicles so that patrol officers can support traffic enforcement. SPD has already implemented an enhanced patrol schedule commencing January 1, 2023, to ensure more patrol officers are available to respond to the highest priority calls for service, resulting in a reduced number of assigned traffic officers. SPD intends to pilot the use of speed measuring devices in patrol vehicles during 2023 and to assist police officers in the enforcement of speed limits. The initial investment the pilot program will consist of up to 12 units at an aggregate maximum reimbursement of \$48,600, which includes installation costs as well as officer

training and certification. The initial pilot program shall operate until December 31, 2024.

- F. Upon at least eighteen months of deployment of these 12 units and the quarterly sharing of data of results of utilizing these units in terms of the number of stops and speeding citations issued, the Council will consider utilizing further Traffic Calming Funds for expansion of the program in comparison with other requests for use of these funds. SPD is anticipating expanding the pilot program with a further investment of approximately \$400,000 from the TCM Fund to acquire a total of 102 speed measuring devices.

Therefore, the parties understanding regarding use of the TCM Fund is as follows:

1. SPEED- MEASURING DEVICES. Subject to the expectations set forth in this grant agreement, Council will appropriate the maximum sum of \$48,600 from the TCM Fund toward a pilot program for the purchase, installation and associated training for twelve (12) speed measuring devices, to be installed in SPD patrol vehicles and to be employed for incidental use by patrol officers not otherwise engaged in enforcement duties.
 - a. SPD will promptly advise the Public Safety and Community Health Committee (“PSCH”) of the Council when the speed measuring devices have been installed and are operational in each of the patrol vehicles.
 - b. SPD will report quarterly to the Public Safety and Community Health Committee (“PSCH”), or more frequently as may be practicable, as to following information for each quarter:
 - The number of occasions when deployment resulted in officers engaging drivers,
 - The number of occasions when deployment resulted in issuance of traffic citations or arrests and,
 - c. The pilot program shall operate through December 31, 2024. Prior to expanding the pilot program to acquire additional speed measuring devices and to continue beyond fiscal year 2024, the Council and SPD will consult regarding the efficiency and effectiveness of the speed measuring devices in patrol vehicles, considering in part the information collected pursuant to this grant agreement, and determine whether to expand the pilot program .
2. OVERTIME EXPENSES. Subject to the expectations set forth in this grant Agreement, and commencing no later than July 1, 2023, Council will appropriate as an annual dedicated reserve in the TCM Fund the additional sum of \$75,000 as follows:
 - a. Purpose. TCM Funds in the dedicated reserve shall be used to pay overtime expenses incurred by SPD specifically and solely for the use of off-duty officers employed to conduct directed, traffic safety emphasis patrols in each precinct throughout the City in addition to the targeted emphasis patrol

along North Division. Among other purposes, the emphasis patrols will focus efforts on areas of concern identified by the SPD precincts in each district but shall, as much as practical, include regular patrols of schools and public park property. Funds set reserved in the TCM Fund for this purpose shall be available for overtime expenses incurred by SPD from and after April 1, 2023 and continuing until exhausted.

b. Invoicing. Within forty-five (45) days after the end of each month, SPD shall submit to the Council Budget Director a statement of overtime expenses incurred in the prior month, except for expenses incurred prior to the effective date of this Budget Grant Agreement, which shall be invoiced as soon as practical thereafter. The Budget Director shall review said statement and advise the Traffic Calming Subcommittee of the City Council whether to authorize disbursement of monies from the TCM Fund to reimburse SPD for said overtime expenses. Actual disbursements from the dedicated reserve in the TCM Fund shall be approved by the Chair of the Traffic Calming Workgroup of the City Council prior to submission and processing of an invoice against the dedicated reserve. From time to time, the Council may revise the dedicated reserve in the TCM Fund if it appears, from the monthly reimbursement requests, that the dedicated reserve exceeds the projected overtime expenses in a given fiscal year.

3. This Budget Grant Agreement shall be effective upon the stated date of passage of a resolution passed by City Council that adopts this Agreement by reference and the corresponding signatures of the Chief of Police and the City Council President.

Dated: _____

CITY OF SPOKANE

By: _____
Council President

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Approved:

Chief of Police



Agenda Sheet for City Council Meeting of:
07/10/2023

Date Rec'd	6/28/2023
Clerk's File #	RES 2023-0057
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ABIGAIL MARTIN X6426
Contact E-Mail	AMMARTIN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - APPROVAL OF TRAFFIC CALMING LIST OF PRIORITIZED PROJECTS

Agenda Wording
A resolution regarding allocation of funds from infractions issued with automated traffic safety cameras for traffic calming measures.

Summary (Background)
In an effort to streamline the Traffic Calming program, the City Council office has been working to move from an annual project cycle to a four year cycle. Last year neighborhoods identified their top issues; this summer (2023) neighbors came together and heard presentations from the consultant hired by Council to propose solutions to identified issues. Neighbors prioritized solutions, and we are seeking Council approval to move forward with that list for projects for the next few years.

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	PIES 06/26/2023
Division Director		Council Sponsor	CP Beggs & CM Zappone
Finance		Distribution List	
Legal		cwright@spokanecity.org	
For the Mayor		ammartin@spokanecity.org	
Additional Approvals		gbyrd@spokanecity.org	
Purchasing			

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City of Spokane City Council office
Contact Name	Abigail Martin
Contact Email & Phone	ammartin@spokanecity.org 506.625.6426
Council Sponsor(s)	Council President Breean Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Approving prioritization of Traffic Calming projects on 4 year list
Summary (Background) *use the Fiscal Impact box below for relevant financial information	In an effort to streamline the Traffic Calming program, the City Council office (in partnership with ONS) has been working to move from an annual project cycle to a four year cycle. Last year neighborhoods came together in a series of Traffic Calming workshops and identified their top issues. This summer (2023) neighbors came together and heard presentations from the consultant hired by City Council to propose solutions to identified issues. Neighbors then prioritized their proposed solutions, and we are seeking Council approval to move forward with that list for Traffic Calming projects for the next few years.
Proposed Council Action	Approval of list of Traffic Calming projects proposed in recent workshops
Fiscal Impact	
Total Cost: \$TBD	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	
Specify funding source: Speed radar and photo red cameras	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) The Total Cost for these projects is impacted by potential grant funding, strategic alignment of projects to enhance cost savings, etc. It was communicated that while we were seeking neighbors input about priorities, the City was also going to be working to get projects on the ground and visible as soon as 2024 and that some projects would get moved around so as to exercise prudence and cost management.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities? Equity, in many forms, has been considered in terms of the prioritized list of projects. We would like the first projects to start in District 1 because of its demonstrated demographic needs. Additionally, we'd like to consider equitable expenditure across districts, historical context, safety of residents, etc.	
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 are working with our Engineering team in an effort use Traffic data to help prioritize projects.	

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

In addition to the prioritized list, several neighborhoods have Traffic Studies coming so as to examine future project solution proposals, for example. Several of the projects in the current proposed list have also had tubes used, for example, to determine appropriate solutions.

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 proposal builds off of many of these initiatives, honoring Neighborhood Plans and the City Council's support of the Traffic Calming program.

RESOLUTION NO. 2023-0057

A resolution regarding allocation of funds from infractions issued with automated traffic safety cameras for traffic calming measures.

WHEREAS, the City Council passed Resolution No. 07-05 on February 26, 2007, which provided that funds generated from infractions issued from the use of automated traffic safety cameras shall be allocated on an annual basis pursuant to a set order of priorities;

WHEREAS, the City Council passed Resolution No. 07-04 on February 26, 2007, which set forth the criteria for implementing a matching funds program with the neighborhood councils for neighborhood traffic calming;

WHEREAS, many neighborhood councils do not have available funds or access to grant funds necessary to meet the match requirement to implement a traffic calming project established pursuant to Resolutions No. 07-04 and No. 07-05;

WHEREAS, it is the intent of the City Council to maximize the benefit to the citizens from traffic calming measures by utilizing federal and state matching and grant funds by coordinating the implementation of this resolution with the City's Capital Programs and the Six Year Street Plan;

WHEREAS, it is the desire of the City Council to utilize the knowledge and experience of the neighborhood councils and the Community Assembly to propose traffic calming measures; and

WHEREAS, the City conducted extensive public outreach with neighborhood councils and the general public to identify local priorities with respect to traffic calming endeavors; including the use of a consulting firm to draft proposed traffic calming solutions that incorporate neighborhood concerns and priorities; and

WHEREAS, as a result of a series of workshops hosted by the Council during the month of May, neighborhoods were provided an opportunity to rank proposed projects, and the Council continues to receive feedback and ideas from various neighborhood council meetings, committees, and boards, and continues to solicit input through its the Traffic Calming website; and

WHEREAS, after several years of allocating traffic calming funds the Council has determined that the best use of traffic calming funds, and the most cost-effective means to implementing traffic calming projects and the best method for availing projects of available grant funds and outside funding, is to outline a process that reviews and funds traffic calming projects from an annual cycle to a four-year cycle; and

WHEREAS, all revenues from automated traffic safety cameras programs are directed initially to the Traffic Calming Measures Fund, as established under SMC 07.08.148 (the "TCM Fund"); and

WHEREAS, in order to implement the intent of Council as expressed in Resolution No. 07-04 and No. 07-05, and to abide by current municipal code provisions relating to the use of revenues generated via automated traffic safety cameras and maintained in the Traffic Calming Measures Fund established under SMC 07.08.148, it is necessary to periodically revise the criteria for allocation of the funds to align with the realities of funding and implementing capital projects and traffic calming programs; and

WHEREAS, the Council wishes to establish the timing and criteria for allocation of TCM Funds for the years 2022-2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE that the funds collected from infractions issued with automated traffic safety cameras and maintained in the Traffic Calming Measures Fund pursuant to SMC 7.08.148 ("TCM Funds") shall be used for traffic calming measures pursuant to the following criteria:

1) Funding shall first be allocated annually to reimburse the Police and Public Works and Utilities departments for their direct costs and third-party costs associated with administrating the automated traffic safety camera program.

2) The balance of the TCM Funds shall be used for the installation of traffic calming measures. Traffic calming measures are primarily street elements and design features that encourage adherence to the speed limit to improve safety for pedestrians and bicyclists and improve the environment for residents (hereafter, "Primary Purposes"), but may also include (a) dedicated operational expenses of Spokane Police Department associated with specific and identified traffic calming enforcement measures as may be authorized by the City Council; and (b) acquisition and installation of specific equipment necessary to carry out traffic calming enforcement measures.

3) Funds for Primary Purposes shall be allocated between the three council districts equally on an annual basis to the extent practicable and consistent with best and most efficient use of available TCM Funds and third-party funds.

4) Funds for Primary Purposes for the years 2022-2025 shall be allocated to those projects set forth on the attached Exhibit A, with actual expenditures authorized based on the following methodology:

For Year 1:

- a. TCM Funds shall be allocated to those projects that are the top priority of a Council District 1 neighborhoods if the projected cost of each project is less than \$300,000; *provided*, if a neighborhood was in the bottom quartile of traffic calming spending since 2016, its top priority project may be funded up to \$500,000.

- b. TCM Funds shall be allocated to those projects that are the top priority of neighborhoods in Council Districts 2 and 3 that are in the bottom quartile of traffic calming spending since 2016, with each such neighborhood project funded up to \$500,000.
- c. Remaining TCM Funds may be allocated to top priority projects for other neighborhoods in Districts 2 and 3, up to \$300,000 for each project. If there are not sufficient TCM Funds to fund to finance all such projects in Council Districts 2 and 3, funds will be allocated first to top priority projects of those neighborhoods that had the least amount of traffic calming funding since 2016.
- d. If a top priority project of a neighborhood exceeds the applicable cap for Year 1 projects, the neighborhood can choose to either reserve those funds for a future year or drop down to a lower priority project that can be completed under the cap.

Year 2

- a. TCM Funds shall be allocated first toward top priority projects for neighborhoods in Districts 2 and 3 that did not receive any funding in Year 1.
- b. With recommendation of the traffic calming subcommittee and approval of the City Council, TCM Funds may be allocated to special study projects from North Indian Trail (Balboa/South Indian Trail), Altamont Circle and East 18th Avenue (between Upper Terrace Drive and Grand Avenue).
- c. Any remaining TCM Funds shall be allocated according to the Year 1 formula above.

Years 3-4

- a. TCM Funds shall be allocated first toward top priority projects for neighborhoods in any Council District that did not receive any funding in Years 1 and 2.
- b. Any remaining TCM Funds shall be allocated according to the Year 1 formula first, and then according to the year 2 formula.

5) Proposed projects shall be reviewed by the City Council and adopted as part of the City's Six Year Street Plan, as necessary.

6) The City Council's final determination of which projects to fund under the allocation process outlined above may be based in part on whether there is available state or federal matching or grant funds.

7) All traffic calming measures shall comply with accepted engineering design and traffic engineering standards. Projects involving residential street access shall also comply with the City of Spokane's 2004 Neighborhood Traffic Calming and Management Guideline for Residential Access Streets, when applicable. Furthermore, all traffic calming measures shall be constructed on a City of Spokane public right-of-way and be constructed by the City through its own public works process.

8) Funds allocated pursuant to this resolution shall not be used to install improvements which are required to be installed by the developer or property owner as a condition for approval of a development.

9) Any project for traffic calming measures receiving funding from the TCM Fund will need City Council approval to proceed to construction.

10) Available TCM Funds which are not spent during a given budget year may be carried over into the next budget year and maintained in the TCM Fund.

11) Allocation of TCM funds shall be reviewed in October of each year and in conjunction with any review of any ordinance proposing to extend automated traffic safety camera program under SMC 16A.64.260.

BE IT FURTHER RESOLVED that any prior resolutions of the City Council relating to allocation of funds in the Traffic Calming Measures Funded shall be deemed rescinded except to the extent funds have already been allocated and encumbered pursuant to such resolutions.

ADOPTED by the City Council this ____ day of _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

Exhibit A

Neighborhood	Project
Chief Garry	Stevens Elementary ADA
East Central	9th (Altamont to Perry)
Hillyard	Haven (Wellesley to Market)
Logan	Marietta Ave Sidewalk
Shiloh Hills	Standard-Colton (Magnesium to Francis)
Whitman	Pittsburg (Central to Francis)
Brownes Addition	2nd @ Elm
Comstock	37th (High to Bernard)
Grandview-Thorpe	16th (Milton to 17th)
Lincoln Heights	17th (Havana to Rockwood)
Manito-Cannon Hill	Grand Blvd (17th to 29th)
Peaceful Valley	Clarke Ave
Riverside	Riverside @ Stevens
Audobon Downriver	NW Blvd (TJ to Assembly)
Balboa South Indian Trail	Indian Trail (Holyoke to Janice)
Emerson-Garfield	Buckeye @ Washington
Five Mile	Strong Rd (Elm to Cedar)
North Hill	Rowan @ Maple-Ash Couplet
North Indian Trail	Shawnee @ Farmdale
Northwest	Francis @ A St
West Central	Summit, Broadway, Boone, Maxwell/Mission
Chief Garry	Mission @ Crestline and Chief Garry Park
East Central	Grant Elementary
Hillyard	Bruce (Crestline to Lee)
Logan	Logan Elementary SRTS
Shiloh Hills	Standard @ St Thomas More Way
Whitman	Crown (Helena to Magnolia)
Brownes Addition	2nd @ Cannon
Grandview-Thorpe	17th @ D St
Lincoln Heights	Rockwood Retirement Walk Path
Manito-Cannon Hill	Bernard (18th to 21st)
Peaceful Valley	Main @ Cedar
Riverside	2nd @ browne
Audobon Downriver	Belt @ Longfellow
Balboa South Indian Trail	Maple-Ash @ Country Homes
Emerson-Garfield	Buckeye (Post to Division)
Five Mile	Strong @ Nettleton
North Hill	Ash St (Francis to Courtland)
North Indian Trail	Indian Trail (Bedford to Ridgecrest)
Northwest	Francis @ Fotheringham

West Central	Broadway @ Chestnut and Elm
Chief Garry	Marshall (Mission to Regal)
East Central	Rebecca (4th to 5th)
Hillyard	Market-Haven Couplet (Rich to Joseph)
Logan	North Foothills Drive
Shiloh Hills	Standard @ Lyons
Whitman	Nebraska (Nevada to Napa)
Brownes Addition	Spruce @ CdA
Cliff Cannon	Cliff Drive @ Edwidge Woldson
Grandview-Thorpe	14th Ave (Trolley to Fish Lake)
Lincoln Heights	Ray (17th to 29th)
Manito-Cannon Hill	25th (Bernard to Tekoa)
Peaceful Valley	Spruce St Stairs
Riverside	3rd @ Division
Southgate	37th @ Napa
Audobon Downriver	NW Blvd @ TJ
Balboa South Indian Trail	Woodside (Indian Trail to Five Mile)
Emerson-Garfield	Corbin Park
Five Mile	Cascade Way (Five Mile to Austin)
North Hill	Madison (Rowan to Garland)
North Indian Trail	Pamela (Barnes to Pacific Park)
West Central	Broadway (Maple to Courthouse)
Logan	Montgomery @ Cincinnati
Shiloh Hills	Magnesium (Nevada to N Dakota)
Whitman	Martin (Queen to Rowan)
Brownes Addition	1st @ Maple
Comstock	37th @ Perry
Grandview-Thorpe	21st @ D St
Manito-Cannon Hill	29th (Lincoln to High)
Peaceful Valley	Cedar St Stairs
Riverside	3rd @ Howard
Rockwood	Rockwood (11th to 12th)
Southgate	Palouse (Freya to Regal)
Audobon Downriver	Wellesley @ Flett MS
Balboa South Indian Trail	Five Mile (Cochran to Ash)
Emerson-Garfield	Audobon Elementary
Five Mile	Cedar (Strong to Johannsen Rd)
North Hill	Neighborhood Park Zones
North Indian Trail	Indian Trail Ped/Bike Connection
West Central	Holmes Elementary
Logan	Upriver (North Center to Crestline)

Whitman	Napa (Nebraska to Francis)
Brownes Addition	Sunset (2nd to Spruce)
Comstock	33rd @ Grand
Manito-Cannon Hill	28th (Bernard to High)
Peaceful Valley	Main @ Maple
Riverside	Pacific @ Browne
Southgate	44th (Altamont to Cook)
Audobon Downriver	Wellesley @ Alberta
Balboa South Indian Trail	Francis @ Five Mile Shopping Center
Emerson-Garfield	Monroe to Post cross streets
Five Mile	Strong Rd (Five Mile to Nettleton)
North Hill	Providence @ Wall-Post Couplet
Northwest	Greenwood @ Litchfield
Cliff Cannon	Walnut-Maple-Cedar
Cliff Cannon	Grand Blvd (9th to 17th)
Rockwood	Rockwood @ Sumner
Rockwood	Grand Blvd (9th to 17th)
Rockwood	Grand Blvd (17th to 29th)
Southgate	Freya @ 44th
Southgate	Freya (45th to Palouse)
Comstock	33rd @ Lincoln Dr
Comstock	37th (Bernard to Grand)
Northwest	Wellesley @ Driscoll
Northwest	Wellesley @ Assembly
Cliff Cannon	Cedar (12th to 21st)
Cliff Cannon	5th @ Lincoln-Monroe Couplet
Lincoln Heights	Ray @ 25th
Lincoln Heights	29th @ Fiske and Mt Vernon
Bemiss	Market Street (Garland to Illinois)
Bemiss	Wellesley @ Crestline
Bemiss	Illinois @ Crestline
Bemiss	Euclid (Market to Crestline)
Bemiss	Regal @ Rich
Chief Garry	Mission @ Magnolia
East Central	9th @ Altamont
Minnehaha	Euclid Corridor
Minnehaha	Freya (Euclid to Bridgeport)
Minnehaha	Marietta @ Freya
Minnehaha	Myrtle @ Frederick
Minnehaha	Euclid @ Ferrall
Nevada	Liberty @ Lidgerwood
Nevada	Lidgerwood (Empire to Wellesley)

Nevada	Perry @ Rogers High School
Nevada	Longfellow SRTS
Nevada	Garry MS SRTS
Latah-Hangman	Qualchan (Lincoln to Cheney-Spokane)
Latah-Hangman	Hatch @ Highland-Westchester
Latah-Hangman	Hatch (US-195 to 57th) Pt 1
Latah-Hangman	Hatch (US-195 to 57th) Pt 2
Latah-Hangman	Lincoln Way (Osprey to Qualchan)
Rockwood	18th Ave
West Hills	West Drive (Westcliff to Azalea)
West Hills	Rosamund @ F St
West Hills	A st (Riverside to 7th Ave)
West Hills	Sand Ridge Ave (Gov't Way to Whistalks Way)
West Hills	F St @ Whittier Park



Agenda Sheet for City Council Meeting of:

07/10/2023

Date Rec'd	6/26/2023
Clerk's File #	RES 2023-0058
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	DAVID MOSS X6383
Contact E-Mail	DMOSS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0620- COUNCIL CONFIRMATION OF MAYORAL APPOINTEE - DIRECTOR OF ENGINEERING

Agenda Wording

Council Confirmation of Mayoral Appointee - Director of Engineering Services

Summary (Background)

Dan Buller was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Engineering Services.

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

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

Approvals		Council Notifications	
Dept Head	MOSS, DAVID	Study Session\Other	PIES 6/26/2023
Division Director	MOSS, DAVID	Council Sponsor	CM Kinnear & CM Bingle
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE	rcouch@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	jquick@spokanecity.org	
Additional Approvals		dmoss@spokanecity.org	
Purchasing			

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Human Resources
Contact Name & Phone	Marlene Feist, Director of Public Works
Contact Email	mfeist@spokanecity.org 509-625-6505
Council Sponsor(s)	Council Member Kinnear Council Member Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10_min._____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Director Engineering Services
Summary (Background)	<ul style="list-style-type: none"> <u>Appointment of Dan Buller as the Director of Engineering Services</u> <p>Dan Buller was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Engineering Services.</p>
Proposed Council Action & Date:	Confirm the Appointment of Dan Buller as the Director of Engineering Services.
Fiscal Impact: Total Cost: <u>\$89,598.17 for the remainder of 2023</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: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
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? The Six Year Comprehensive Programs are annually updated and presented to the City of Spokane Plan Commission for recommendation and to Spokane City Council for adoption. Staff works directly with the departments within Public Works and Utilities to identify and coordinate capital projects and to scope projects. The Integrated Capital Management performs strategic infrastructure planning, conducts special studies, and provides general planning functions to support the Public Works and Utilities Departments. Staff seeks, develops, and administers grants, loans and other revenue sources for the City's capital projects.	
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? Integrated Capital Management facilitates the development and implementation of sewer, water, and street infrastructure projects and programs in support of the	

City's comprehensive plan. It promotes enterprise-wide efficiencies by applying proven and emerging geographic information system technologies.

RESOLUTION 2023 - 0058

A resolution approving the appointment of Dan Buller as the Director of Engineering Services for the City of Spokane.

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

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Dan Buller as the Director of Engineering Services for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Dan Buller as the Director of Engineering Services for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
07/10/2023

Date Rec'd	6/26/2023
Clerk's File #	RES 2023-0059
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HUMAN RESOURCES
Contact Name/Phone	DAVID MOSS X6383
Contact E-Mail	DMOSS@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0620 - COUNCIL CONFIRMATION OF MAYORAL APPOINTEE - DIRECTOR OF INTEGRATED C

Agenda Wording
Council Confirmation of Mayoral Appointee - Director of Integrated Capital Management

Summary (Background)
Marcia Davis was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Integrated Capital Management.

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

Approvals		Council Notifications	
Dept Head	MOSS, DAVID	Study Session\Other	PIES 06/26/2023
Division Director	MOSS, DAVID	Council Sponsor	CM Kinnear & CM Bingle
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE	jquick@spokanecity.org	
For the Mayor	SMITHSON, LYNDEN	rcouch@spokanecity.org	
Additional Approvals		dmoss@spokanecity.org	
Purchasing			

Committee Agenda Sheet

Public Infrastructure, Environment and Sustainability

Submitting Department	Human Resources
Contact Name & Phone	Marlene Feist, Director of Public Works
Contact Email	mfeist@spokanecity.org 509-625-6505
Council Sponsor(s)	Council Member Kinnear Council Member Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10_min._____
Agenda Item Name	Council Confirmation of Mayoral Appointee – Director of Integrated Capital Management
Summary (Background)	<ul style="list-style-type: none"> <u>Appointment of Marcia Davis as the Director of Integrated Capital Management</u> <p>Marcia Davis was selected for appointment to the position by Mayor Woodward and is being presented for confirmation to Director of Integrated Capital Management.</p>
Proposed Council Action & Date:	Confirm the Appointment of Marcia Davis as the Director of integrated Capital Management.
Fiscal Impact: Total Cost: <u>\$89,598.17 for the remainder of 2023</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: Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? N/A	
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? The Six Year Comprehensive Programs are annually updated and presented to the City of Spokane Plan Commission for recommendation and to Spokane City Council for adoption. Staff works directly with the departments within Public Works and Utilities to identify and coordinate capital projects and to scope projects. The Integrated Capital Management performs strategic infrastructure planning, conducts special studies, and provides general planning functions to support the Public Works and Utilities Departments. Staff seeks, develops, and administers grants, loans and other revenue sources for the City's capital projects.	
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? Integrated Capital Management facilitates the development and implementation of sewer, water, and street infrastructure projects and programs in support of the	

City's comprehensive plan. It promotes enterprise-wide efficiencies by applying proven and emerging geographic information system technologies.

RESOLUTION 2023 - 0059

A resolution approving the appointment of Marcia Davis as the Director of Integrated Capital Management for the City of Spokane.

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

WHEREAS, Section 2.14 F of the City Council Rules of Procedures states that approval of appointment of department heads shall be by resolution during the City Council's legislative session; and

WHEREAS, after full consideration, Mayor Nadine Woodward has appointed Marcia Davis as the Director of Integrated Capital Management for the City of Spokane.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Marcia Davis as the Director of Integrated Capital Management for the City of Spokane.

PASSED BY THE CITY COUNCIL ON _____, 2023.

City Clerk

Approved as to form:

Assistant City Attorney

RECEIVED

JUN 21 2023

CITY CLERK'S OFFICE

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: February 1, 2022

TO: Erik Johnson
Engineering Services

Clerk's File No.
ORD C36166


FROM: Laurie Farnsworth, Acting City Clerk

RE: Vacation of Perry Street between Celesta and Hartson

Attached is a copy of Ordinance C36166 for the vacation of:

Perry Street between Celesta and Hartson, as requested by the owners of the Liberty Park Apartments.

This ordinance was read for the first time on January 24, 2022, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.



Acting City Clerk

Date 2-1-2022

Precedent conditions have been met and Ordinance C36166 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 6/21/23

January 24, 2022

City Clerk File No.:
ORD C36166

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF PERRY STREET BETWEEN HARTSON AND CELESTA (AS REQUESTED BY THE OWNERS OF THE LIBERTY PARK APARTMENTS)

During its 3:30 p.m. Administrative Session held virtually Monday, January 24, 2022, upon review of the vacation of Perry Street between Hartson and Celesta on the January 24 Current Agenda, the City Council took the following action:

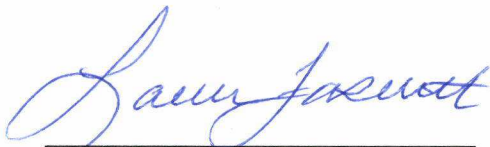
Motion by Council Member Wilkerson, seconded by Council Member Bingle, **to waive** the fee on this development off Hartson; **carried 6-0.**

At its 6:00 p.m. Legislative Session held virtually January 24, the Spokane City Council held a hearing on the above-described vacation. Subsequent to a presentation by Eldon Brown of Developer Services; the opportunity for public testimony, with none provided; and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions** (in the Street Vacation Report dated November 24, 2021) (as amended during the 3:30 p.m. Briefing Session), the vacation of Perry Street between Hartson and Celesta, as requested by the owners of the Liberty Park Apartments.

Ayes: Beggs, Bingle, Cathcart, Kinnear, Stratton, Wilkerson, and Zappone
Nays: None
Abstain: None
Absent: None

In conjunction with the hearing, Ordinance C36166—vacating Perry Street between the north line of Hartson Avenue and the south line of Celesta Avenue—was read for the first time, with further action deferred.



Terri L. Pfister, MMC
Spokane City Clerk

Acting City Clerk
for Terri Pfister

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

01/24/2022

Date Rec'd

12/8/2021

Clerk's File #

ORD C36166

Renews #**Submitting Dept**

DSC, CODE ENFORCEMENT & PARKING SERVICES

Cross Ref #**Contact Name/Phone**

ELDON BROWN 6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4700 - STREET VACATION OF PERRY ST. BETWEEN CELESTA AND HARTSON

Agenda Wording

Vacation of Perry St. between Celesta and Hartson, as requested by the owners of the Liberty Park Apartments.

Summary (Background)

At its legislative session held on December 13, 2021, the City Council set a hearing on the above vacation for Perry St. between Celesta and Hartson. Staff has solicited responses from all concerned parties.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session\Other

PIES 11/23/21

Division Director

BECKER, KRIS

Council Sponsor

CM Betsy Wilkerson

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

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edjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ebrown@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

rbenzie@spokanecity.org

City of Spokane
Development Services Center
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6300

ORDINANCE NO. C36166

An ordinance vacating Perry Street between the north line of Hartson Avenue and the south line of Celesta Avenue;

WHEREAS, a petition for the vacation of Perry Street between the north line of Hartson Avenue and the south line of Celesta Avenue has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That Perry Street between the north line of Hartson Avenue and the south line of Celesta Avenue and located partially in the NE $\frac{1}{4}$ of Section 20, Township 25N, Range 43E, W.M. and partially in the NW $\frac{1}{4}$ of Section 21, Township 25N, Range 43 E, W.M. is hereby vacated. Parcel number not assigned.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
DEVELOPMENT SERVICES**

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

**STREET VACATION REPORT
November 24, 2021**

LOCATION: Perry – Hartson to Celesta

PROPONENT: Liberty Park Apartments

PURPOSE: To expand the existing apartment complex by adding approximately 30 multifamily units.

HEARING: January 24, 2022

REPORTS:

AVISTA UTILITIES – I have reviewed the documents and have no concerns.

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

INLAND POWER - Inland Power & Light Co has no facilities within the proposed area to be vacated.

SPOKANE REGIONAL EMERGENCY COMMUNICATIONS - City GIS doesn't have this in their street data currently, so neither does public safety GIS, so we have no concerns from the 911 side.

LIGHT SPEED NETWORKS – There are no LS Networks facilities in this area.

EXteNet – ExteNet facilities are 'clear'. We created ticket INF-1767294 to track this request.

CENTURYLINK – Upon review of our records, we have no facilities in the proposed vacation area indicated in the attached Vacation Map and are in the clear to proceed accordingly.

ZAYO COMMUNICATIONS – Zayo has no comment and or objection to the requested ROW Vacation.

INTEGRATED CAPITAL MANAGEMENT – No concerns

FIRE DEPARTMENT - I know that this is to support a new project, so we do not have any issue. This new project will affect the vacant properties so that they will not become land-locked and there is quite a slope at the north end of the vacated ROW.

Fire has no concerns with the vacation.

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – No concerns

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste does not have and concerns with this proposal

STREET DEPARTMENT - We have reviewed the design plans and have the following comments.

Option 1

A hammerhead should be installed on Perry just north of the Perry/Hartson intersection according to City Standard plans.

Install “End of Road Barricade” per City of Spokane Standard Plans G-92A, Type 3X2.

Option 2

Or install curbing and sidewalk along an arc between the north curb line of Hartson and the west curb line of Perry. This allows the “End of Road Barricade” to be omitted.

WASTEWATER MANAGEMENT – Wastewater Management has no objection to the vacation provided on site runoff be maintained and treated on site. If the existing catch basin on the northeast corner of Perry & Hartson will be within the vacation area or impacted by the proposed construction, it will need to be replaced and properly located within the public right of way in accordance to COS standards and as approved by WWM.

WATER DEPARTMENT – No comments

BICYCLE ADVISORY BOARD - No comments

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

1. If the existing catch basin on the northeast corner of Perry & Hartson will be within the vacation area or impacted by the proposed construction, it will need to be replaced and properly located within the public right of way in accordance to COS standards and as approved by WWM.
2. Closure work will be required on the north side of Hartson and must be completed or bonded for prior to vacation finalization.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$62,418.97 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2022.

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

EDJ





P2107037VACA



**Right-of-way Description:
Perry Street from the north line of
Hartson Ave to the south line of Celesta Ave**

Legend
 Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



From: [Hanson, Rich](#)
To: [Studer, Duane](#); [Coe, Melanie](#)
Cc: [Morris, Mike](#)
Subject: RE: Notice of Proposed Street Vacation - Perry St from Hartson to Celesta
Date: Thursday, December 30, 2021 11:31:31 AM
Attachments: [image002.png](#)

Melanie,

We do not object to the vacation under the following condition:

- The resulting vacation would prohibit the two “land locked” lots from having the ability to obtain sewer and water services from the City provided systems. Therefore, language should be included such that future utility easements are provided for as a part of this vacation process or are allowed for in the future at no cost to the owners of these lots, as allowed within the regulations.

Please let me know if you have any questions on this comment.

Have a wonderful New Years. I hope that you and your family are well!

Rich Hanson

From: Studer, Duane <dstuder@spokanecity.org>
Sent: Thursday, December 30, 2021 8:13 AM
To: Coe, Melanie <mcoe@spokanecity.org>
Cc: Hanson, Rich <rahanson@spokanecity.org>; Morris, Mike <mmorris@spokanecity.org>
Subject: RE: Notice of Proposed Street Vacation - Perry St from Hartson to Celesta

Thanks Melanie.

Duane.

From: Coe, Melanie <mcoe@spokanecity.org>
Sent: Wednesday, December 29, 2021 4:12 PM
To: Studer, Duane <dstuder@spokanecity.org>
Subject: RE: Notice of Proposed Street Vacation - Perry St from Hartson to Celesta

Hi Duane,

The hearing is set for January 24th, 2022. I can accept comments to add to the packet for that date anytime between now and Wednesday, January 19th.



Melanie Coe | City of Spokane | City Clerk's Office | Clerk III
808 W. Spokane Falls Boulevard, Spokane, WA 99201-3342
509.625.6360 | fax 509.625.6217 | mcoe@spokanecity.org

ADVISORY: Please be advised the City of Spokane is required to comply with the Public Records Act Chapter 42.56 RCW. This act establishes a strong state mandate in favor of disclosure of public records. As such, the information you submit to the City via email, including personal information, may ultimately be subject to disclosure as a public record.

From: Studer, Duane <dstuder@spokanecity.org>
Sent: Wednesday, December 29, 2021 4:08 PM
To: Coe, Melanie <mcoe@spokanecity.org>
Subject: RE: Notice of Proposed Street Vacation - Perry St from Hartson to Celesta

Melanie,

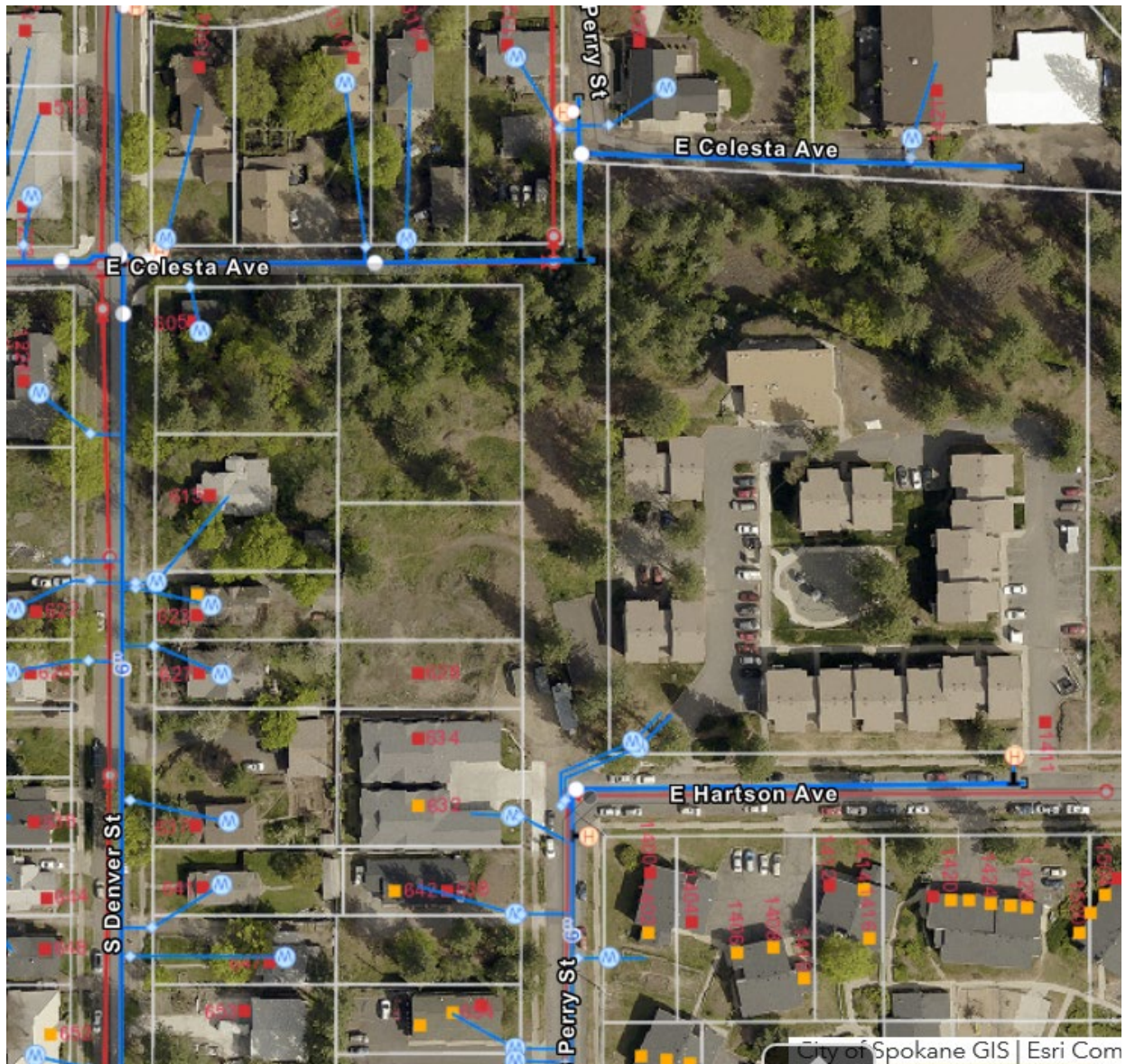
Doesn't seem too busy of street as far current utilities that need easement; how long to we have to respond with any comments to this?

It looks like the vacation may create a landlocked lot in the west side of Perry there.

Thanks,



Duane Studer, P.E. | City of Spokane | Principal Engineer
909 E. Sprague, Spokane, WA 99202 | Wastewater Management Dept.
509-625-7902 | cell 509-440-2892 | dstuder@spokanecity.org | spokanecity.org



From: Coe, Melanie <mcoe@spokanecity.org>
Sent: Wednesday, December 22, 2021 2:47 PM
Subject: Notice of Proposed Street Vacation - Perry St from Hartson to Celesta

Greetings!

Attached please find a Notice of Proposed Street Vacation (hearing set by Resolution 2021-0100) regarding the proposed vacation of Perry Street from the north line of Hartson Avenue to the south line of Celesta Avenue.

Thank you,



Melanie Coe | City of Spokane | City Clerk's Office | Clerk III

808 W. Spokane Falls Boulevard, Spokane, WA 99201-3342

509.625.6360 | fax 509.625.6217 | mcoe@spokanecity.org

ADVISORY: Please be advised the City of Spokane is required to comply with the Public Records Act Chapter 42.56 RCW. This act establishes a strong state mandate in favor of disclosure of public records. As such, the information you submit to the City via email, including personal information, may ultimately be subject to disclosure as a public record.

From: [Lines, John](#)
To: [Coe, Melanie](#)
Cc: [Morris, Mike](#); [Hanson, Rich](#); [Studer, Duane](#)
Subject: FW: RW Vacation Request for Comments - Perry - Hartson to Celesta
Date: Tuesday, January 11, 2022 7:23:15 AM
Attachments: [Vacation Map.pdf](#)
[Application Documents.pdf](#)

Melanie,

On 12/22, you sent out a notice of proposed street vacation on Perry from Hartson to Celesta. Wastewater Management had previously responded to the request that Erik Johnson sent out on 9/8. I am forwarding our response to that previous notice just in case.

Thanks,
John Lines
Wastewater Management
509-625-7913

From: Lines, John
Sent: Thursday, September 9, 2021 3:32 PM
To: Johnson, Erik D. <edjohnson@spokanecity.org>
Cc: Morris, Mike <mmorris@spokanecity.org>
Subject: FW: RW Vacation Request for Comments - Perry - Hartson to Celesta

Erik,

Wastewater Management has no objection to the vacation provided on site runoff be maintained and treated on site. If the existing catch basin on the northeast corner of Perry & Hartson will be within the vacation area or impacted by the proposed construction, it will need to be replaced and properly located within the public right of way in accordance to COS standards and as approved by WWM.

John Lines
Wastewater Management
509-625-7913

From: Morris, Mike <mmorris@spokanecity.org>
Sent: Wednesday, September 8, 2021 8:59 AM
To: Lines, John <jlines@spokanecity.org>
Subject: FW: RW Vacation Request for Comments - Perry - Hartson to Celesta

From: Johnson, Erik D. <edjohnson@spokanecity.org>

Sent: Wednesday, September 8, 2021 8:28 AM

Subject: RW Vacation Request for Comments - Perry - Hartson to Celesta

Good Morning,

The City of Spokane has received a petition to vacate Perry St. between Hartson and Celesta as shown on the attached map. Do you have any comments or concerns with the proposal?

Please reply to this email with any comments, concerns or requests for easements **no later than Friday, September 24, 2021.**

Also attached you will find the application documents including a site plan, project narrative, and answers to a few questions.

Thanks,



Erik Johnson | City of Spokane | Engineering Technician IV

📞 Office 509.625.6445 | Cell 509.995.0870 | edjohnson@spokanecity.org



Agenda Sheet for City Council Meeting of:

06/26/2023

Date Rec'd	6/5/2023
Clerk's File #	ORD C36400
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CODE ENFORCEMENT & PARKING SERVICES
Contact Name/Phone	LUIS GARCIA 625-6850
Contact E-Mail	LGARCIA@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	ORDINANCE RELATED TO TITLE 16A (TRANSPORTATION)

Agenda Wording
 Ordinance related to Title 16A. Since 2021, there have been changes at the state level in the Revised Code of Washington (RCW) related to parking that either, 1) should be incorporated in our local code, or 2) requires changes to the current code.

Summary (Background)
 This ordinance adds code for EV charging station parking violations and associated penalties. It also extends the period of time to respond to a parking ticket. The ordinance cleans up language related to restructuring and parking system updates that have occurred the last two years in the code and fee schedule. It also adds back a fee that was inadvertently taken out in 2021 and needed added back.

Lease? NO	Grant related? NO	Public Works? NO
Fiscal Impact		Budget Account
Neutral \$ 0		# 1460
Select \$		#
Select \$		#
Select \$		#

Approvals		Council Notifications	
Dept Head	GARCIA, LUIS	Study Session\Other	6/5 - Public Safety and Community Health
Division Director	MACDONALD, STEVEN	Council Sponsor	CM Zappone & CM Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	lgarcia@spokanecity.org; hdelaney@spokanecity.org;	
For the Mayor	PERKINS, JOHNNIE	cgoe@spokanecity.org; eolsen@spokanepolice.org;	
Additional Approvals		cmanderson@spokanepolice.org; mmuramatsu@spokanecity.org;	
Purchasing		tszambelan@spokanecity.org; rheimbach@spokaneairports.net;	
		mwilliams@spokanecity.org; jray@spokanecity.org;	

		awillis@spokanecity.org;
		korlob@spokanecity.org

Committee Agenda Sheet

Public Safety & Community Health Committee

Submitting Department	Parking Services
Contact Name	Luis Garcia
Contact Email & Phone	lgarcia@spokanecity.org , 509-625-6850
Council Sponsor(s)	CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Ordinance related to Title 16A (Transportation)
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>In 2021 Parking Services updated Chapters in the Municipal Code within Title 16A related to Parking. Since then, there have been changes at the state level in the Revised Code of Washington (RCW) related to parking that either, 1) should be incorporated in our local code, or 2) requires changes to the current code.</p> <p>This ordinance adds code for EV charging station parking violations and associated penalties. It also extends the period of time to respond to a parking ticket.</p> <p>The ordinance cleans up language related to restructuring and parking system updates that have occurred the last two years in the code and fee schedule.</p>
Proposed Council Action	June 12 (First Reading)
Fiscal Impact	<p>Total Cost: <u>N/A</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities? We do not anticipate any of the ordinance changes will have an impact on historically excluded communities. The City strives to offer a consistent level of service to everyone and to make parking easy, convenient, and accessible.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A. We do not collect data on race, ethnicity, gender, income level, disability, sexual orientation, or other existing disparities.</p>	
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p>	

Policies are looked at regularly to verify compliance; changes are made when necessary.

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 item supports the operations of Parking Services.

ORDINANCE NO. C36400

AN ORDINANCE relating to parking municipal codes amending SMC sections 08.02.083, 16A.04.100, 16A.05.060, 16A.05.220, 16A.05.280, 16A.05.310, 16A.05.460, 16A.07.040, 16A.07.080; and adding new section 16A.05.155 to chapter 16A.05 of the Spokane Municipal Code and setting an effective date.

WHEREAS, the City is adding the fee for an annual golf cart registration decal which was repealed in 2021, and;

WHEREAS, the Spokane Parking Fee Schedule is being updated for 2023, and;

WHEREAS, definitions related to Electric Vehicle Charging Stations are being added and the other definitions are being updated, and;

WHEREAS, the time to respond to a notice of violation has increased at the state level and must be changed at our local level, and;

WHEREAS, the Council wishes to add a defense for infractions where inadvertent user error results in issuance of parking fees; and

WHEREAS, Washington state and Gov Jay Inslee are making EV charging stations and the transition to new Zero Emission Vehicles a priority as well as being carbon neutral by 2050, and;

WHEREAS, state code related to Electric Vehicle Charging Stations needs added to our municipal code, --- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC section 08.02.083 is amended to read as follows:

Section 08.02.083 Fees & Charges

A. Fees for services related to parking provided through the City of Spokane's (~~Development Services Center,~~) Code Enforcement and Parking Services Department, and penalties for traffic infractions provided by schedules adopted by court rule, or as specifically provided in [Title 16A SMC](#) or state statute shall be posted under the [City of Spokane Parking Fee Schedule](#) as established by City Council resolution. The City of Spokane Parking Fee Schedule shall be posted on the City's website.

B. The Parking Manager shall review and update the [City of Spokane Parking Fee Schedule](#) and bring it to City Council for approval on an annual basis.

C. Paid Parking Zone Rates.

1. It is the intent of the City Council to establish a target occupancy rate of eighty-five percent for all Paid Parking Zone spaces within the City of Spokane.

Occupancy rate refers to the percentage of Paid Parking Zone spaces that are occupied by vehicles. The establishment of the target occupancy rate of at least eighty-five percent is based on well-accepted planning studies as well as the example of other municipalities. The City Council finds that the establishment of the target occupancy rate of eighty-five percent is an effective strategy for managing on-street parking and congestion.

2. The City Council establishes a range of time limits from fifteen minutes to eleven hours. The parking manger shall set the time limit of each parking zone, consistent with achieving the at least eighty-five percent target utilization rate, based upon parking occupancy data and community input.

3. Parking rates to be charged at parking payment devices, for parking in city rights-of-way and other city-controlled parking areas under the jurisdiction of the City of Spokane shall be within rate limits established by this section. Rates may vary according to location, time of day, length of stay, maximum parking time allowed, the capabilities of available parking payment devices, and any other factors the Parking Manager determines are pertinent.

4. The Parking Manager is authorized to set parking rates up to the "Maximum Hourly Rate" of \$3.00 per hour as set forth on the [City of Spokane Parking Fee Schedule](#). When parking rates are in effect, parking rates shall be set no lower than the "Minimum Hourly Rate" of \$0.50 per hour as set forth on the City of Spokane Parking Fee Schedule.

5. The Parking Manager shall establish on-street parking rates and shall adjust parking rates higher (up to the maximum hourly rate) or lower (as low as the minimum hourly rate) in established paid parking zones based on the established target occupancy rate of at least eighty-five percent.

6. The Parking Manager may adjust the parking fee by increments no larger than fifty cents per hour.

7. Parking rates may be adjusted no more frequently than twice per fiscal year.

8. Current parking rates shall be posted to the City's website.

D. Golf Cart Registration Decal.

The fee for an annual golf cart registration decal is fifty dollars.

Section 2. That the City of Spokane Parking Fee Schedule is amended to read as follows:

Section 08.02.083 Fees & Charges

City of Spokane Parking Fee Schedule
(~~FY-2022~~)

On-Street Paid Parking Zone Rates		
Minimum Hourly Rate	Maximum Hourly Rate	Current rates by zone can be found at https://my.spokanecity.org/parking/
\$0.50	\$3.00	
Removal of Parking Payment Device(s)		
Fee charged a contractor for removal and reinstallation of a parking payment device to accommodate construction work		\$60.00 per single space meter \$120.00 per dual space meter \$500.00 per pay station
Delinquent Violations		
The additional penalty for failure to respond to a notice of traffic violation or parking infraction is \$25.00.		
Towing and Impound		
Towing, storage, and related fees and charges by registered disposers are prominently posted on the disposers' premises but are not directly regulated by the City. Some rates may be fixed by contract.		
Junk Vehicle Affidavit		
Junk vehicle affidavit (AKA hulk slip)		\$0.00
Administrative Fees		
Fee per vehicle added to the Scofflaw List		\$25.00
Immobilization		\$50.00
<u>Replacement Permit Decal</u>		<u>\$15.00</u>
Permits		
Commercial Loading Zone Permit – Annual		\$100.00/vehicle
Commercial Loading Zone Permit – Single Day		\$15.00/vehicle
Downtown Residential Parking District Permit - Monthly		\$25.00 /vehicle
Parking Space Reservation Permit		\$25.00 per permit + cost of lost paid parking revenue per space per day
Temporary Parking Permit		\$15 per day + cost of lost paid parking revenue
Special Loading Zone – Commercial		Day - \$15.00
Motor Vehicle Violations		
Violation	Spokane Municipal Code Reference	Initial Fine
Advertising or For Sale	16A.05.010	\$45.00
Alley – Loading – Active Loading / 30 Min Max	16A.05.020(A)	\$45.00
Alley – Loading – Restricting Free Passage	16A.05.020(B)	\$65.00
Angle Parking / Backed to Curb	16A.05.030	\$45.00
Bicycle Lane – No Stopping/Standing/Parking	16A.05.040	\$65.00
Bus Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.050	\$45.00
Commercial Loading Zone – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.060(A)	\$45.00
Commercial Loading Zone – No Stopping/Standing/Parking Active Loading 30 Min Max	16A.05.060(B)	\$45.00
Crosswalk – Approach - No Standing/Parking Within 20'	16A.05.070	\$45.00

Crosswalk – On - No Stopping/Standing/Parking	16A.05.080	\$65.00
Disabled Parking – Over 4Hr Time Limit At Expired Meter	16A.05.090(A)(2)	\$30.00

Violation	Spokane Municipal Code Reference	Initial Fine
Disabled Parking – Unauthorized Use Placard/Plate	16A.05.110(A)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Park In/Block/Make Inaccessible Access Aisle or Space	16A.05.110(B)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – No Placard/Plate	16A.05.110(C)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Disabled Parking – Fail to Fully Display Placard/Plate	16A.05.110(D)	\$450.00 (\$250.00 + \$200.00 State Assessed Fee)
Divided Highway - No Stopping/Standing/Parking Between Roadways	16A.05.130	\$45.00
Double Parking - No Stopping/Standing/Parking	16A.05.140	\$65.00
Driveway or Alley Entrance - No Standing/Parking Within 5'	16A.05.150	\$45.00
<u>Electric Vehicle Charging Station – No Stopping/Standing/Parking While Not Connected To Charging Station</u>	<u>16A.05.155</u>	<u>\$124.00</u>
Excavation or Obstruction - No Stopping/Standing/Parking	16A.05.160	\$45.00
Fire Hydrant - No Standing/Parking Within 15'	16A.05.170	\$65.00
Fire Lane - No Stopping/Standing/Parking	16A.05.180	\$65.00
Fire Station - No Standing/Parking Within 20' of Entrance/Opposite Side of Street Within 75' of Entrance	16A.05.190	\$45.00
Flashing Signal – Approach - No Standing/Parking Within 30'	16A.05.200	\$45.00
Intersection - No Stopping/Standing/Parking	16A.05.210	\$65.00

Junk Vehicle - No Parking	16A.05.220	\$45.00
Motorcycle or Scooter - No Stopping/Standing/Parking Except Motorcycle or Scooter	16A.05.230(A)	\$45.00
Motorcycle or Scooter – Must Park Within Stalls and Be Secured from Tipping	16A.05.230(B)	\$45.00
Obstructing Traffic - No Stopping/Standing/Parking	16A.05.240	\$65.00
Paid Parking Zone – Illegal Use of Parking Payment Device	16A.05.250	\$30.00
Paid Parking Zone – Obstruction of Paid Parking Device	16A.05.260	\$30.00
Paid Parking Zone – Parking Payment Device Indicates No Stopping/Standing/Parking	16A.05.270	\$30.00
Paid Parking Zone – Valid Payment Required	16A.05.280(A)(1)	\$30.00
Paid Parking Zone – Required Information Incorrect	16A.05.280(A)(2)	\$30.00
Paid Parking Zone – Payment Not Made Immediately	16A.05.280(A)(3)	\$30.00
Parallel Parking – Wheels Parallel and Within 12” of the Curb	16A.05.290(A)	\$45.00
Parallel Parking – No stopping/Standing/Parking Against Authorized Traffic Movement	16A.05.290(B)	\$45.00
Violation	Spokane Municipal Code Reference	Initial Fine
Parking Stalls - No Stopping/Standing/Parking – Across Lines/Markings	16A.05.300	\$45.00
Parking Time Limited – Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 72 Hrs	16A.05.310(A)	\$45.00
Parking Time Limited – Non-Passenger Vehicle Outside of Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs Loading	16A.05.310(B)	\$45.00
Parking Time Limited – Paid Parking Zone - No Stopping/Standing/Parking Beyond 24 Hrs	16A.05.310(C)	\$45.00
Parking Time Limited – Posted Sign/Payment Device	16A.05.310(D)	\$45.00
Parking Time Limited – No Re-Parking on Same Block Face Where Time Limit is Greater Than 30 Minutes	16A.05.310(D)(1)	\$45.00
Pedestrian Buffer Strip - No Stopping/Standing/Parking	16A.05.320	\$45.00
Permit Zones - No Stopping/Standing/Parking – No Permit	16A.05.330(A)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Permit Does Not Match Vehicle	16A.05.330(B)(1)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Outside Zone	16A.05.330(B)(2)	\$45.00
Permit Zones - No Stopping/Standing/Parking – Beyond Time	16A.05.330(B)(3)	\$45.00

Limit		
Police Vehicles Only – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.340	\$65.00
Posted Signs - No Stopping/Standing/Parking – Signs Prohibit	16A.05.350(A)	\$45.00
Posted Signs - No Standing/Parking – Signs Prohibit	16A.05.350(B)	\$45.00
Posted Signs - No Parking – Signs Prohibit	16A.05.350(C)	\$45.00
Public Safety Hazard – No Stopping/Standing/Parking	16A.05.370	\$65.00
Railroad Tracks - On - No Stopping/Standing/Parking	16A.05.380	\$65.00
Railroad Tracks – Loading - No Parking Within 50'	16A.05.390	\$45.00
Reserve a Portion of the Highway – Unlawful	16A.05.400	\$45.00
Safety Zone - No Stopping/Standing/Parking	16A.05.410	\$65.00
Sidewalk – On or Over - No Stopping/Standing/Parking	16A.05.420	\$65.00
Spokane International Airport – No Standing/Parking	16A.05.430	\$45.00
Stop Sign – Approach - No Standing/Parking Within 30'	16A.05.440	\$45.00
Taxicab Zones – Unauthorized Vehicle No Stopping/Standing/Parking	16A.05.450	\$45.00
Temporary No Parking Zone - No Stopping/Standing/Parking	16A.05.460	\$100.00
Traffic Control Signal – Approach - No Standing/Parking Within 30'	16A.05.470	\$45.00
Vehicle Repairs - No Standing/Parking	16A.05.480	\$45.00
Yield Sign – Approach - No Standing/Parking Within 30'	16A.05.490	\$45.00
Snow Removal – No Stopping/Standing/Parking After Notice	16A.61.564(A)	\$45.00
Street Needs – No Stopping/Standing/Parking After Notice	16A.61.564(B)	\$45.00

Violation	Spokane Municipal Code Reference	Initial Fine
Moving Vehicle of Another – Unlawful	16A.61.570	\$45.00
Special Loading Zone – Exceeding Time Limit	16A.61.5703(B)	\$45.00
Special Loading Zone – EPD Exceeding Time Limit	16A.61.5703(C)	\$45.00
Special Loading Zone – Unauthorized Vehicle Parked in SLZ	16A.61.5703(E)	\$45.00
Ski Jogging – Unlawful	16A.61.663	\$45.00
Sidewalk Riding and Parking Regulated – Unauthorized Bicycle or Non-Motorized Vehicle Upon Sidewalk	16A.61.787(A)	\$45.00
Sidewalk Riding and Parking Regulated – Failure to Yield to Pedestrians	16A.61.787(B)	\$45.00
Sidewalk Riding and Parking Regulated – Speeding	16A.61.787(C)	\$45.00
Sidewalk Riding and Parking Regulated – Obstruction	16A.61.787(D)	\$45.00

Section 3. That SMC section 16A.04.100 is amended to read as follows:

Section 16A.04.100 Definitions

A. Alley.

A public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments. (RCW 46.04.020)

B. Block Face.

One side of a street, inclusive of the public right-of-way between two consecutive features intersecting that street. The features can be other streets or boundaries of standard geographic areas.

C. Charging Session.

An event starting when a user or a vehicle initiates a refueling event and stops when a user or a vehicle ends a refueling event (RCW 19.94.010)

~~((C-))~~ D. City Street or Street.

Every public highway, or part thereof located within the limits of cities and towns, except alleys. (RCW 46.04.120)

~~((D-))~~ E. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire. (RCW 46.04.140)

~~((E-))~~ F. Congested District.

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

~~((F-))~~ G. Definitions Generally.

Words and phrases, wherever used in this subtitle shall have the meaning ascribed to them in this Chapter except where otherwise defined, and unless where used the context thereof shall clearly indicate to the contrary. (RCW 46.04.010)

H. Electric Vehicle.

Any vehicle that operates, either partially or exclusively, on electrical energy from (the grid or) an off-board source, that is stored on-board for motive purpose. Includes any one of the following:

1. A "battery electric vehicle," any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries and produces zero tailpipe emissions or pollution when stationary or operating.

2. A "plug-in hybrid electric vehicle (PHEV)," an electric vehicle that a) contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor; b) charges its battery primarily by connecting to the grid or other off-board electrical source; c) may additionally be able to sustain battery charge using an on-board internal-combustion-driven generator; and 4) has the ability to travel powered by electricity

3. A "neighborhood electric vehicle," a self-propelled, electrically powered four-wheeled motor vehicle whose speed attainable in one mile is more than 20 miles per hour and not more than 25 miles per hour and conforms to federal regulations set forth in 49 C.F.R Sec. 571.500.

4. A "medium-speed electric vehicle," a self-propelled, electrically powered four-wheeled motor vehicle, equipped with a roll cage or crush-proof body design, whose speed attainable in one mile is more than 25 miles per hour but not more than 35 miles per hour and otherwise meets or exceeds the federal regulations set forth in 49 C.F.R. Sec. 571.500.

I. Electric Vehicle Parking Space.

Any signed parking space that identifies the use to be exclusively for the parking of an electric vehicle.

J. Electric Vehicle Service Provider.

The entity responsible for operating one or more networked or nonnetworked electric vehicle supply equipment. Operating includes but is not limited to: Sending commands or messages to a networked electric vehicle supply equipment; receiving commands or messages from a networked electric vehicle supply equipment; or providing billing, maintenance, reservations, or other services to a nonnetworked or networked electric vehicle supply equipment. An electric vehicle service provider may designate another entity to act as the electric vehicle service provider for purposes of this chapter. A state agency, an electric utility as defined in RCW 19.405.020, or a municipal corporation as defined in RCW 39.69.010 is considered an electric vehicle service provider when responsible for operating one or more publicly available electric vehicle supply equipment. (RCW 19.94.010)

K. Electric Vehicle Supply Equipment.

The unit controlling the power supply to one or more vehicles during a charging session (including, but not limited to, level 2 electric vehicle supply equipment and direct current fast chargers). (RCW 19.94.010)

~~((G.))~~ L. Entertainment Parking District (EPD).

The area established within the Paid Parking Zone for the purpose of meeting the specific operational and parking needs of the entertainment venues contained within the EPD as bounded and identified on the [Paid Parking Zone Map](#).

~~((H.))~~ M. Fire Lane.

An area on public or private property reserved for providing Fire Department access to structures, firefighting fixtures, or equipment.

~~((I.))~~ N. Highway.

The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel. (RCW 46.04.197)

~~((J.))~~ O. Non-passenger Vehicle (NPV).

Any vehicle which does not meet the definition of a passenger vehicle (~~SMC 16A.04.100(R)~~) ([SMC 16A.04.100](#)) which includes but is not limited to: any vehicle requiring a commercial safety fee, limousine, any vehicle with over a one ton (thirty-five hundred) rating, vehicle requiring a commercial driver's license (CDL) to operate, farm vehicle, motor home, trailer of any type, camper, watercraft, or snowmobile.

~~((K.))~~ P. Paid Parking Zone.

Portions of streets which the parking of vehicles shall be controlled, regulated and inspected with the aid of devices, herein referred to as parking payment devices. The Paid Parking Zone is bounded and identified on the [Paid Parking Zone Map](#).

~~((L.))~~ Q. Park or Parking.

The standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers. (RCW 46.04.381)

~~((M.))~~ R. Parking Holidays.

Except for (~~metered~~) parking spaces at Spokane International Airport and Felts Field as authorized by [SMC 12.03.0600](#) and [SMC 12.03.0602](#), or where otherwise indicated by signposting in the area or for individual spaces, parking spaces regulated

by a parking payment device may be used without charge during all hours on: Sundays, New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day – Third Monday in February, Memorial Day, Juneteenth, Independence Day – July 4th, Labor Day, Indigenous Peoples' Day – Second Monday in October, Veteran's Day – November 11th, Thanksgiving Day, and Christmas Day. Where a foregoing holiday falls on a Sunday, the immediately following Monday is observed. On days designated in the foregoing, vehicles shall adhere to posted time limit regulations.

~~((N.))~~ S. Parking Manager.

The Director of (~~Development Services Center,~~) Code Enforcement and Parking Services or their designee.

~~((O.))~~ T. Parking Payment Device.

Any device used to accept payment for parking, such as parking meters, pay station kiosks, mobile devices, or other methods approved by the Parking Manager.

~~((P.))~~ U. Parking Permit.

A privilege that allows its holder to access certain parking spaces and locations, which form includes, but is not limited to, a printed pass, decal, or electronic privilege associated with a specific vehicle license plate.

~~((Q.))~~ V. Parking Space.

The area on or adjacent to the roadway in which to stop, stand, or park a vehicle that is controlled by a parking payment device designated by lines, curb paint, posted sign, meter decal, or other markings.

~~((R.))~~ W. Passenger Vehicle.

Every motor vehicle, except motorcycles and motor-driven cycles, designed for carrying ten (10) passengers or less and used for the transportation of persons.

~~((S.))~~ X. Public Right-of-Way

A right-of-way that is dedicated or deeded to the public for public use and under the control of a public agency.

~~((T.))~~ Y. Residential Parking Permit Definitions

For the purposes of [SMC 16A.06.070](#) only, the terms in this section have the following meanings:

1. "Downtown residential parking district" or "DRPD" means a portion of the street commonly used for vehicular parking where vehicles properly displaying a parking permit or other city-approved authorization are exempt from the payment required pursuant to [SMC 16A.05.280](#).
2. "Downtown residential parking district permit" or "DRPD permit" means a printed pass, decal, electronic privilege associated with a specific vehicle license plate, or other identification issued to an eligible person to be displayed in or on the vehicle, as directed by the City, that enables it to park in a downtown residential parking district.
3. "Resident" means any person residing in a household unit that is located within downtown residential parking district.
4. "Household Unit" means any self-contained house, apartment, condominium, town house, detached or attached accessory dwelling unit, or group home that contains living, sleeping and cooking quarters and is used by of any number of related persons or up to six unrelated individuals. Each unit of a multiple-unit residential dwelling is considered a separate household unit.

~~((U:))~~ Z. Retail Zone of the Congested District.

The area established within the Paid Parking Zone bounded and identified on the [Paid Parking Zone Map](#).

~~((V:))~~ AA. Roadway.

Portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though such sidewalk or shoulder is used by persons riding bicycles. In the event a highway includes two or more separated roadways, the term "roadway" shall refer to any such roadway separately but shall not refer to all such roadways collectively. (RCW 46.04.500)

~~((W:))~~ AB. Safety Zone.

The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, standards, or otherwise, so as to be plainly discernible. (RCW 46.04.510)

~~((X:))~~ AC. Stand or Standing.

The halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers. (RCW 46.04.555)

~~((Y:))~~ AD. Stop or Stopping.

Any halting even momentarily of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal. (RCW 46.04.566)

~~((Z.))~~ AE. Taxicab, Cab, or Taxi

A for-hire vehicle held out to the public as providing transportation for passengers and/or articles for compensation and:

1. where the route traveled or destination is controlled by the customer;
2. that carries signs or indicia of a "taxi," "taxicab," or "cab" and is equipped as described in [SMC 10.34A.090](#);
3. where the fare is based on an amount recorded and indicated on a taximeter or by a special contract rate; and
4. where the vehicle is dispatched by radio or cell phone, or the ride is obtained by the use of a street hail.

~~((AA.))~~ AF. Temporary No Parking Zone

- ~~A.~~ 1. A parking space where an approved temporary no parking zone has been established and designated by temporary sign(s), barricade(s), ~~((meter bag(s)))~~ meter cover(s) or other devices approved by the Parking Manager.
- ~~B.~~ 2. A temporary no parking zone will only become valid and enforceable if the zone has been established with signage for at least 24 hours giving notice that a vehicle will be removed if illegally parked in the zone and where such vehicle is interfering with the proper and intended use of such zones.

~~((AB.))~~ AG. Vehicle.

A device capable of being moved upon a street or alley and in, upon, or by which any person or property is or may be transported or drawn upon a public highway. "Vehicle" excludes, except where specifically referenced:

1. A power wheelchair or device other than a bicycle moved by human or animal power or used exclusively upon stationary rails or tracks;
2. A bicycle and a motorized foot scooter;
3. An electric personal assistive mobility device and a motorized foot scooter; and,
4. A golf cart.

Section 4. That SMC Section 16A.05.060 is amended to read as follows:

Section 16A.05.060 Commercial Loading Zones

A. No person shall stop, stand, or park a vehicle except an authorized commercial vehicle as defined in ((16A.04.100(D))) [SMC 16A.04.100](#) or other noncommercial vehicles as authorized by the Parking Manager during the hours indicated on the signs marking the zones.

B. No person shall stop, stand, or park an authorized commercial vehicle as defined in ((16A.04.100(D))) [SMC 16A.04.100](#) or other noncommercial vehicles as authorized by the Parking Manager in a signed commercial loading zone for any purpose or length of time other than active and expeditious loading and unloading. In no case shall the stopping, standing, or parking exceed thirty minutes.

Section 5. That SMC Section 16A.05.220 is amended to read as follows:

Section 16A.05.220 Junk Vehicle

No person shall park a junk vehicle, as defined in ((SMC 10.16.010(F))) [SMC 10.66.010](#), upon any public right-of-way.

Section 6. That SMC Section 16A.05.280 is amended to read as follows:

Section 16A.05.280 Paid Parking Zone – Payment Required

A. No person shall stop, stand, or park a vehicle in a parking space regulated by a parking payment device, up to the maximum legal parking time, unless:

1. Valid payment has been made at a parking payment device;
2. Required information has been correctly provided, such as zone number, parking space or meter number, or vehicle information including license plate number and state; and,
3. Payment is made immediately.
 - a. The prohibitions of this Section shall not apply to:
 - i. The act of parking; and,

- ii. The necessary time required to activate the time on a parking payment device.

B. It shall be a defense to any infraction under Section A if the defendant establishes (1) the required payment was actually made, and (B) the failure to comply with subsection A.2. was due to inadvertent user error resulting in an incorrect submission of either license plate or zone number at a kiosk, meter, or online application, and (C) such error does not prevent ready identification of the parked vehicle or intended parking zone.

C. The restrictions of this Section shall not apply on legal parking holidays as defined in ((SMC 16A.04.100(M))) [SMC 16A.04.100](#) except where otherwise indicated on the parking payment device or posted signage on the block face, or portions thereof, or for individual parking spaces.

Section 7. That SMC Section 16A.05.310 is amended to read as follows:

Section 16A.05.310 Parking Time Limited

- A. No person shall stop, stand, or park a passenger vehicle, as defined in (([SMC 16A.04.100\(R\)](#))) [SMC 16A.04.100](#), for a continuous seventy-two (72) hour period on any one block face upon any public right-of-way in this City located within any area not inclusive of the Paid Parking Zone ((~~(SMC 16A.04.100(K))~~)) ([SMC 16A.04.100](#)), unless a City-approved posted sign provides a shorter period of time.
- B. No person shall stop, stand, or park any non-passenger vehicle (NPV), as defined in ((~~(SMC 16A.04.100(J))~~)) [SMC 16A.04.100](#), for longer than twenty-four (24) continuous hours for loading or unloading on any one block face upon any public right-of-way in this City located within any area not inclusive of the Paid Parking Zone ((~~(SMC 16A.04.100(K))~~)) ([SMC 16A.04.100](#)), unless a City-approved posted sign provides a shorter period of time.
- C. No person shall stop, stand, or park a vehicle for a continuous twenty-four (24) hour period on any one block face upon any public street or highway in this City located within the Paid Parking Zone as identified in ((~~(SMC 16A.04.100(K))~~)) [SMC 16A.04.100](#), unless a City-approved posted sign or parking payment device indication provides a shorter period of time.
- D. Where parking time is limited as indicated on a parking payment device or by posted signage, no person shall stop, stand, or park a vehicle beyond the maximum time allowed, irrespective of any payment made.
 - 1. Where the parking time limit is greater than 30 minutes, no person shall stop, stand, or park a vehicle on the same block face beyond the maximum time allowed, irrespective of any payment made, and are required to move off of the block face until the next calendar day.

Section 8. That SMC Section 16A.05.460 is amended to read as follows:

Section 16A.05.460 Temporary No Parking Zone

No person shall stop, stand, or park a vehicle in a parking space where an approved temporary no parking zone has been established as defined in ~~((16A.04.100(AA)))~~ [SMC 16A.04.100](#).

Section 9. That SMC section 16A.07.040 is amended to read as follows:

Section 16A.07.040 Failure to Comply with Notice of Violation

~~((If no response or payment is made within fifteen calendar days of the date of the issuance of the notice of infraction, the))~~ A failure to respond or pay the notice of infraction by the day the response is due will result in Spokane Municipal Court ~~((will attach))~~ assessing additional penalties to the infraction as established in the City of Spokane Parking Fee Schedule ([SMC 08.02.083\(A\)](#)), including a notice to Washington State ~~((department))~~ Department of ~~((licensing))~~ Licensing as provided in RCW 46.16A.120~~(3)~~, and ~~((may pursue))~~ pursuing any other remedies as provided by law.

Section 10. That SMC Section 16A.07.080 is amended to read as follows:

Section 16A.07.080 When a Vehicle May Be Impounded After Notice

A vehicle not subject to impoundment under [SMC 16A.07.070](#) may be impounded after notice of such proposed impoundment has been securely attached to and conspicuously displayed on the vehicle for a period of twenty-four (24) hours prior to such impoundment, for the following reasons:

- A. When the vehicle has been parked for a continuous twenty-four (24) hour period on any one block face within any Paid Parking Zone. ([SMC 16A.05.310\(C\)](#))
- B. When the vehicle has been parked for a continuous seventy-two (72) hour period on any one block face within any area not inclusive of the Paid Parking Zone. ([SMC 16A.05.310\(A\)](#))
- C. When the non-passenger vehicle has been parked for a continuous twenty-four (24) hour period on any one block face not inclusive of the Paid Parking Zone. ([SMC 16A.05.310\(B\)](#))
- D. When the vehicle is a “junk vehicle” as defined in ~~((SMC 10.16.010(F)))~~ [SMC 10.66.010](#) and is parked on a street, alley, or way open to the public, or on City or other public property. ([SMC 16A.05.220](#))

Section 11. That there is adopted a new section 16A.05.155 to Chapter 16A.05 of the Spokane Municipal Code to read as follows:

Section 16A.05.155 Electric Vehicle Charging Stations

- A. No person shall stop, stand, or park a vehicle other than an electric vehicle as defined in SMC 16A.100, within any space marked or signed as reserved for “electric vehicle parking while charging only.”
- B. No person shall stop, stand or park a vehicle in a parking space served by publicly available electric vehicle supply equipment if the vehicle is not connected to the charging equipment (RCW 46.08.185 (2))

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

06/26/2023

Date Rec'd

6/14/2023

Clerk's File #

ORD C36401

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**NICOLETTE 6711
OCHELTRREE**Project #****Contact E-Mail**

NOCHELTREE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - SALES AND USE TAX FOR HOUSING AND HOUSING-RELATED SERVICES

Agenda Wording

An Ordinance relating to the Sales and Use Tax for Housing and Housing-Related Supportive Services; amending Spokane Municipal Code (SMC) Sections 08.07C.030 and 08.07C.050.

Summary (Background)

In 2020, the Washington state legislature enacted HB1590, which allows cities to adopt a 0.1% sales and use tax by ordinance to provide funding for the construction of affordable housing and housing-related services. With the passage of ORD No. C-35982, in 2020, the City enacted a new chapter 08.07C of the SMC, and adopted the 0.1% sales and use tax. Amendments to sections of that Chapter are now being proposed based on feedback from Council Members and the Housing Action Subcommittee.

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

UE 06/12/2023

Division Director**Council Sponsor**CP Beggs & CM
Wilkerson**Finance****Distribution List****Legal**

gbyrd@spokanecity.org

For the Mayor

nocheltree@spokanecity.org

Additional Approvals

cwright@spokanecity.org

Purchasing

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Nicolette Ocheltree
Contact Email & Phone	nocheltree@spokanecity.org X6711 or 509.828.0522
Council Sponsor(s)	Council President Beggs; Council Member Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 mins
Agenda Item Name	Sales and Use Tax for Housing and Housing-Related Services
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>An ordinance relating to the Sales and Use Tax for Housing and Housing-Related Supportive Services; amending Spokane Municipal Code (SMC) Sections in Chapter 08.07C.</p> <p>In 2020, the Washington state legislature enacted HB1590, which allows cities to adopt a 0.1% sales and use tax by ordinance to provide funding for the construction of affordable housing and housing-related services. With the passage of ORD No. C-35982, in 2020, the City enacted a new chapter 08.07C of the SMC, and adopted the 0.1% sales and use tax. Amendments to sections of that Chapter are now being proposed based on feedback from Council Members, the Housing Action Subcommittee, and the rapidly changing developments in affordable housing.</p>
Proposed Council Action	<p>Urban Experience on June 12th</p> <ul style="list-style-type: none"> - Move out of committee with 2 sponsors <p>City Council Meeting June 26th</p> <ul style="list-style-type: none"> - First Reading <p>City Council Meeting July 10th</p> <ul style="list-style-type: none"> - Final Reading/Council Vote
Fiscal Impact	<p>Total Cost: Click or tap here to enter text.</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 type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Specify funding source: 1590</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	It would help expedite the construction of affordable housing and housing related services
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?	
Racial Impact Assessment Tool and any other methods traditionally used by CHHS for other affordable housing funding sources	

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

By CHHS with regular updates to the Housing Action Subcommittee and City Council

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?

It does not conflict with any policies and or plans.

ORDINANCE NO. C36401

AN ORDINANCE relating to the Sales and Use Tax for Housing and Housing-Related Supportive Services; amending Spokane Municipal Code (SMC) Sections 08.07C.030 and 08.07C.050.

WHEREAS, Spokane is experiencing historically low rental vacancy rates, rising average rents, and increasing median home prices which are outpacing gains in the median household income in Spokane, increasing the housing cost burden on many households and putting homeownership increasingly out of reach for households with incomes at or below the area median income; and

WHEREAS, in addition, we recognize that in Spokane, as in many communities around the country, housing and land use policy has historically discriminated against people of color in many ways, which has had the effect of lower home ownership rates, diminished wealth-building ability, and poorer health and educational outcomes for people of color in Spokane; and

WHEREAS, the housing market is complex and in the necessarily multi-pronged approach to the crisis in housing affordability in Spokane, one of the most effective methods is to increase the supply of housing, both rental and owner-occupied, at all price points; and

WHEREAS, Spokane's crisis of affordable housing is shared state-wide, and in response, the Washington state legislature in the 2020 session enacted House Bill 1590, which allows cities to adopt a 0.1% sales and use tax by ordinance to provide funding for the construction of affordable housing and housing-related supportive services; and

WHEREAS, Spokane County had the first opportunity to enact such a sales and use tax until September 20, 2020, until which time the City would not have had the authority to enact such a tax, and Spokane County did not do so; and

WHEREAS, with the passage of ORD No. C-35982 on November 30, 2020 the City enacted a new chapter 08.07C of the Spokane Municipal Code, and adopted a 0.1% sales and use tax for the construction and acquisition of affordable housing and the provision of housing-related supportive services, and imposed a sunset date at which the tax could be discontinued or reauthorized, and established an advisory committee of residents and stakeholders to review applications and provide recommendations to the City Council on the use of the funds derived from this tax and periodically report on the effectiveness of chapter 08.07C; and

WHEREAS, creating a locally-controlled source of revenue is vital for the development of innovative ways to build and acquire more housing in Spokane with the primary goal of home ownership, maintain and rehabilitate existing housing to allow lower-income families to remain in their homes, provide the types

of services that vulnerable people and people who are at risk of homelessness need, increase the number of people in Spokane who are homeowners through a variety of measures such as subsidizing the City of Spokane application fees, building fees, and hook-up fees for homes with an attainable retail price at or below an 60% medium family income; supporting the development of more affordable housing types with down payment assistance, the formation of a land trust, land bank, cooperative housing, and other innovative housing solutions; and help ensure people in Spokane are at lower risk of homelessness; and

WHEREAS, all funding decisions made concerning the funds derived from this chapter shall include broad equity considerations to ensure that people who currently face housing discrimination and populations that have historically faced discrimination in housing markets or as the result of housing policy are well-represented in the process of making funding determinations.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 08.07C.030 SMC is amended to read as follows:

Section 8.07C.030: Uses of Tax Revenues; Funding Priorities

- A. The City may use the moneys collected by the tax imposed under SMC 08.07C.020 or bonds issued under RCW 82.14.530(5) only for the purposes described in RCW 82.14.530, with a minimum of ~~((sixty percent (60%)))~~ seventy-five percent (75%) of the revenue collected under this chapter to be used for the following purposes, consistent with RCW 82.14.530(2), with a specific preference for occupant ownership of housing units, including, without limitation, cooperatively-owned multi-family projects:
1. Constructing or acquiring affordable housing, which may include emergency, transitional, and supportive housing and new units of affordable housing within an existing structure, and facilities providing housing-related services or acquiring land for these purposes; or
 2. Constructing or acquiring ~~((mental and))~~ behavioral health-related facilities, or acquiring land for these purposes; or
 3. Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.
 4. The affordable housing and facilities providing housing-related programs in 08.07C.030(A)(1) may only be provided to persons within any of the following population groups whose income is at or below sixty percent of the median income of the county imposing the tax:

a. Persons with behavioral health disabilities; or

b. Veterans;

c. Senior citizens;

d. Persons who are homeless or at-risk of being homeless, including families with children;

e. Unaccompanied homeless youth or young adults;

f. Persons with disabilities; or

g. Domestic violence survivors.

- B. The remainder of the moneys collected under this chapter must be used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services, with the overall objective of helping to maintain housing stability.
- C. Recommendations on the use of revenues collected under this chapter shall employ a racial equity framework that promotes equity, works to reduce disparities in housing, and achieve equitable outcomes for marginalized populations and populations that have been subject to historical or present discrimination in housing markets and/or housing policy.
- D. The City may, under the authority of RCW 82.14.530(5), issue general obligation or revenue bonds within the limitations now or hereafter prescribed by state law, and may use, and is authorized to pledge, up to fifty percent (50%) of the revenues collected under the authority of this chapter for repayment of such bonds, in order to finance the provision or construction of affordable housing, facilities where housing-related programs are provided, or evaluation and treatment centers described in RCW 82.14.530(2)(a)(iii).
- E. Revenues collected under this chapter may be used to offset reductions in state or federal funds for the purposes described in RCW 82.14.530(2).
- F. No more than ten percent (10%) of the revenues collected under the authority of this chapter may be used to supplant existing local funds.
- G. No more than two and one-half percent (2.5%) of the revenues collected under the authority of this chapter may be used for administrative expenses or program implementation costs incurred by the City of Spokane.

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

Section 08.07C.050 Funding Process

- A. No later than June 1 of each year following the effective date of this section, applications for construction, rehabilitation, or acquisition project funding shall be due for award in the following year. The construction of such projects shall commence within twenty-four (24) months of the award date.
- B. No later than May 1 of each year following the effective date of this section, applications for housing-related services funding shall be due for award beginning October 1 of each year. Such service contracts shall be no longer than twenty-four (24) months in duration.
- C. ~~((The sub-committee))~~ At least one (1) individual that serves on the Housing Action Subcommittee, one (1) individual that serves on the Equity Subcommittee, one (1) individual who represents impacted communities, and one (1) individual who serves on the CHHS Board, with the assistance of appropriate Administration and Council staff, shall receive and review all applications, and shall conduct such investigation and information-gathering as it deems appropriate in order to become fully knowledgeable concerning all applications.
- D. When making its recommendations for housing construction funding and housing related services, the sub-committee shall give priority to applications which meet the following goals:
 - 1. Constructing mixed-use housing;
 - 2. ~~((Locating housing in designated Centers and Corridors))~~ Constructing new units of affordable housing.
 - 3. Creating permanently affordable housing, defined as maintaining affordability for households earning up to 60% of AMI for at least forty (40) years for rental housing and for at least twenty-five (25) years for owner-occupied housing;
 - 4. Addressing the racial wealth gap through increasing homeownership for populations that have historically been subject to discrimination in housing markets or housing policy;
 - 5. Locating housing near public transit lines, preferably within ~~((1/8))~~ 1/4 mile of a high-performance transit line;

6. Distributing attainable housing throughout the City, in a variety of neighborhoods and in closer proximity to services such as parks and open space, schools, and grocery stores ~~((services))~~;
 7. ~~((Using universal design to create a sufficient number of))~~ Constructing units that are safe and accessible, regardless of age, physical ability or stature; and
 8. ~~((Creating))~~ Constructing units that use less net energy and require less maintenance in order to reduce long term costs of ownership.
 9. Projects which include anti-displacement strategies;
 10. Constructing new units of affordable housing that would be shovel ready within 6 months and/or move-in ready within 18 months.
 11. Constructing new units of affordable housing that allow for occupant homeownership, rent-to-own leases, or cooperatively-owned multi-family projects.
- E. With the assistance of the appropriate Administration and Council staff and input from the City of Spokane Community, Housing and Human Services Board, the sub-committee shall make an initial written finding as to whether each application complies with the requirements of this chapter and include that finding with those project applications it recommends for approval, and shall forward such findings and the complete application file to the City Council or a standing Council committee, consistent with such process the Council shall determine by resolution, for its review.
- F. For each project application referred to a standing Council committee, if the standing Council committee agrees, by majority vote of the members present, with the sub-committee's recommendation, the standing committee Chairperson shall forward each such project application, along with the sub-committee's written findings, to the full City Council for consideration on its regular legislative agenda.
- G. Any funding awarded under the authority of this chapter shall be administered by the appropriate department of the City administration, and funding recommendations must take into account the historic performance of the applicant, both in the construction and the maintenance of housing.
- H. Any programs or projects awarded funding under the authority of this chapter must include a requirement of at least quarterly updates to Council on the status of the program or project including but not limited to any changes in the estimated date of completion, number of units constructed, and number of persons served. Once the project or programs are completed, a final update must be given to Council before the regular quarterly meetings are no longer required.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

SALES AND USE TAX FOR AFFORDABLE HOUSING + HOUSING-RELATED SERVICES



HB 1590

RCW 82.14.530

The Washington State legislature, in the 2020 session, enacted House Bill 1590, which allows cities to adopt a 0.1% sales and use tax by ordinance to provide funding for the construction of affordable housing and housing-related supportive services

ORD C-35982

SMC 08.07C

November of 2020 Spokane City Council passed ORD C-35982 enacting Chapter 08.07C of the Spokane Municipal Code titled Sales and Use Tax for Housing and Housing-Related Supportive Services.

RCW 82.14.530

A minimum of sixty percent must be used for the following purposes:

- Constructing or acquiring affordable housing, which may include emergency, transitional, and supportive housing and new units of affordable housing within an existing structure, and facilities providing housing-related services, or acquiring land for these purposes; or
- Constructing or acquiring behavioral health-related facilities, or acquiring land for these purposes; or
- Funding the operations and maintenance costs of new units of affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers.

RCW 82.14.530

The affordable housing and facilities providing housing-related programs may only be provided to persons at or below 60% AMI and a member of one of the following groups:

- Persons with behavioral health disabilities
- Veterans
- Senior citizens
- Persons who are homeless or at-risk of being homeless,
- Unaccompanied homeless youth or young adults
- Persons with disabilities
- Domestic violence survivors.



CITY of SPOKANE 2023 AHP PROGRAM INCOME AND RENT LIMITS

HOME, 1406/1590



SOURCE: HUD
 MSA: SPOKANE, WA
 EFFECTIVE DATE: JUNE 15, 2023
 FY 2023 MEDIAN INCOME: \$89,000

2023 INCOME LIMITS

		1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
AREA MEDIAN INCOME	(100% AMI)	62,300	71,200	80,100	89,000	96,200	103,300	110,400	117,500
LOW-INCOME	(80% AMI)	49,850	57,000	64,100	71,200	76,900	82,600	88,300	94,000
PROJECT SPECIFIC	(60% AMI)	37,380	42,720	48,060	53,400	57,720	61,980	66,240	70,500
VERY LOW-INCOME	(50% AMI)	31,150	35,600	40,050	44,500	48,100	51,650	55,200	58,750
PROJECT SPECIFIC	(40% AMI)	24,920	28,480	32,040	35,600	38,480	41,320	44,160	47,000
PROJECT SPECIFIC	(35% AMI)	21,800	24,920	28,030	31,150	33,670	36,150	38,640	41,120
EXTREMELY LOW-INCOME	(30% AMI)	18,700	21,400	24,050	26,700	28,850	31,000	33,150	35,250

2023 RENT LIMITS

	SRO●	EFFICIENCY	1 BEDROOM	2 BEDROOM	3 BEDROOM	4 BEDROOM	5 BEDROOM	6 BEDROOM
FAIR MARKET RENT (FMR)**	609	812	926	1198	1703	1987	2285	2583
30 OF 65 RENT (HIGH HOME RENT)		*812	*926	*1198	1470	1621	1770	1919
30 OF 60 RENT		*812	*926	*1198	1389	1549	1709	1869
30 OF 50 RENT (LOW HOME RENT)		778	834	1001	1157	1291	1424	1557
30 OF 40 RENT		623	667	801	926	1033	1139	1246
30 OF 35 RENT		545	584	700	810	903	997	1090
30 OF 30 RENT		467	501	601	694	775	855	934

PROPOSED CHANGES:

- Adds language that makes the SMC consistent with the RCW
- Changes the 60% minimum to 75%
 - 75% for **NEW** units of Affordable Housing
 - 25% for Programs + Services to support Housing Stability
- Creates additional priorities for:
 - Gap and seed funding for the constructing **new** units of affordable housing
 - Especially those that allow for occupant homeownership, rent-to-own leases, and cooperatively owned multi-family projects
 - Housing within 1/4 mile of transit (**opposed to 1/8 mile**)
 - Project readiness:
 - Shovel ready within 6 months
 - Move-in ready within 18 months
 - Anti-Displacement Strategies

PROPOSED CHANGES:

- RFP Scoring Committee
 - At least one member of the Housing Action Subcommittee
 - At least one member of the Equity Subcommittee
 - At least one member of the CHHS Board
 - At least one member with lived experience/impacted community member
- Quarterly updates on the status of projects + programs awarded 1590 funds
 - Including but not limited to:
 - Name and location of projects + programs
 - Number and kind of units (new/rehab)
 - Number and demographics of persons served
 - Estimated date of completion (and any changes to the timeline)

TIMELINE



JUNE 12TH
URBAN EXPERIENCE
COMMITTEE

JUNE 15TH
HOUSING ACTION
SUBCOMMITTEE

JUNE 26TH
LEGISLATIVE SESSION
FIRST READING

JULY 10TH
LEGISLATIVE SESSION
FINAL READING



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

06/26/2023

Date Rec'd

6/13/2023

Clerk's File #

ORD C36402

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

ALEX GIBILISCO 625-6957

Project #**Contact E-Mail**

AGIBILISCO@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - PROCESS FOR ADDRESSING CITY- OWNED PROPERTY

Agenda Wording

An ordinance relating to the establishment of a process to consider and act upon community members' concerns regarding City-owned property; adopting a new chapter 18.10 to Title 18 of the Spokane Municipal Code.

Summary (Background)

On January 5, 2023, Spokane Human Rights Commission passed a resolution proposing a standard protocol for processing, considering, and acting upon citizens' concerns about City-owned buildings, sites, structures, monuments, and other objects. This is an ordinance relating to the establishment of a process to consider and act upon community members' concerns regarding City-owned property; adopting a new chapter 18.10 to Title 18 of the Spokane Municipal Code.

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

UE 05/08/2023

Division Director**Council Sponsor**

CP Beggs, CM Stratton

Finance**Distribution List****Legal**

gbyrd@spokanecity.org

For the Mayor

bbeggs@spokanecity.org

Additional Approvals

agibilisco@spokanecity.org

Purchasing

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Council Office
Contact Name	Alex Gibilisco
Contact Email & Phone	agibilisco@spokanecity.org , 509-904-5465
Council Sponsor(s)	CP Beggs, CM Stratton
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Process for Addressing City- Owned Property
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>During the celebration of Whistalks Way name change we heard from community members that it took over 50 years of advocating and petitioning the City for the name change.</p> <p>In 2022, the Human Rights Commission conducted community engagement and passed a resolution regarding the Monaghan Statue. There was not a clear process to acting or responding to their recommendation with this city owned property.</p> <p>On January 5, 2023, Spokane Human Rights Commission passed A resolution proposing a standard protocol for processing, considering, and acting upon citizens’ concerns about City-owned buildings, sites, structures, monuments, and other objects.</p> <p>This is an ordinance relating to the establishment of a process to consider and act upon community members’ concerns regarding City-owned property; adopting a new chapter 18.10 to Title 18 of the Spokane Municipal Code.</p>
Proposed Council Action	Next step is taking the proposed ordinance and feedback to the Spokane Human Rights Commission and adopt the proposed Ordinance in late June.
Fiscal Impact	
Total Cost: Click or tap here to enter text.	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: 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.) Potential future impacts if council votes to address future sites, structures, monuments, and other objects.	
Operations Impacts (If N/A, please give a brief description as to why)	
What impacts would the proposal have on historically excluded communities?	

This chapter applies to all visible property owned by the City of Spokane, within the city limits of Spokane, Washington. This chapter details and defines a process for receiving, researching, reviewing, and recommending action to address community concerns regarding institutional statements, names or monuments on property owned by the City of Spokane.

The ordinance also states the City of Spokane commitment to ensuring that all people living and working in Spokane have a sense of belonging, and further committed to addressing issues that undermine that commitment

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 data can be collected when OCREI reviews the request in consultation with the City of Spokane Legal Department and other necessary departments, boards, commissions, affected Native American tribes and compile relevant information and findings that will inform a final recommendation.

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

The requested action “shall include: history of the City-owned property in question; details on the review process; appropriate department(s) to execute, anticipated cost to implement any recommendation; any relevant information presented by the OCREI to the SHRC; and any other actions the SHRC would like the City to take.”

In addition, it encourages coordination between departments to develop a recommendation.

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 ordinance is responding to the Human Rights Commission recommendation.

(Title 4, 4/20/92) 4.10.010,

The human rights commission advises and makes recommendations to the city council regarding issues related to human rights and unjust discrimination and the implementation of programs consistent with the needs of all residents of the City of Spokane.

Section 18.01.010

The City of Spokane finds that discrimination based on race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq, and/or the Washington State Law Against Discrimination, Chapter 49.60 RCW, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income poses a substantial threat to the health, safety and general welfare of the citizens of Spokane. The City deems it necessary and proper to enact a local ordinance to address these issues.

ORDINANCE NO C36402

An ordinance relating to the establishment of a process to consider and act upon community members' concerns regarding City-owned property; adopting a new chapter 18.10 to Title 18 of the Spokane Municipal Code.

WHEREAS, under Section 18.01.10 of the Spokane Municipal Code, the City has found that discrimination based on race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, and/or the presence of any sensory, mental or physical disability, poses a substantial threat to the health, safety and general welfare of the citizens of Spokane; and

WHEREAS, institutional statements, names or monuments found on City-owned property that reflect the historical denial of human rights, discrimination, and exclusion may cause mental pain and suffering among community members, and also foster a continuing disrespect of historically marginalized members of the community; and

WHEREAS, the City of Spokane is committed to ensuring that all people living and working in Spokane to have a sense of belonging, and further committed to addressing issues that undermine that commitment like institutional statements, names or monuments that reflect the historical denial of human rights, discrimination, and exclusion; and

WHEREAS, the City of Spokane is further committed to providing community members with the opportunity to formally raise their concerns about institutional statements, names or monuments on City-owned property, and committed to ensuring that the appropriate course of action is taken to address said concerns; and

WHEREAS, the City of Spokane desires to create an accessible process for community members to raise these concerns and have a known and predictable process of review, outreach, and community recommendation; and

WHEREAS, the accessible process should include final recommendation for action by the Spokane City Council, which may include removal, renaming, or relocating content on City-owned property.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 18.10 to Title 18 of the Spokane Municipal Code to read as follows:

Chapter 18.10	Process for Review of Institutional Statements, Names and Monuments on City Property
SMC 18.10.010	Scope and Purpose
SMC 18.10.020	Definitions
SMC 18.10.030	Process of Review by Spokane Human Rights Commission
SMC 18.10.040	Recommendation to Spokane City Council
SMC 18.10.050	Naming Policies

18.10.010 Scope and Purpose

Institutional statements, names or monuments found on City-owned property that reflect the historical denial of human rights, discrimination, and exclusion can cause mental pain and suffering among community members, and also foster a continuing disrespect of historically marginalized members of the community. The City of Spokane is committed to ensuring that all people living and working in Spokane have a sense of belonging, and further committed to addressing issues that undermine that commitment.

This chapter applies to all visible property owned by the City of Spokane, within the city limits of Spokane, Washington. This chapter details and defines a process for receiving, researching, reviewing, and recommending action to address community concerns regarding institutional statements, names or monuments on property owned by the City of Spokane.

18.10.020 Definitions

- A. “Community member” refers to an individual who lives or works within the city limits of Spokane, Washington.
- B. “Concern” refers to the disapproval or dismay of a community member regarding the property, as formally presented to the SRHC in the form of a written request to review certain City-owned property.
- C. “Content” refers to the physical image, name, description, inscription, monument or other defining features of property owned by the City of Spokane.
- D. “Department” refers to the City of Spokane department that has been tasked by the Spokane City Council of carrying out the recommended action.
- E. “OCREI” refers to the Spokane Office of Civil Rights, Equity, and Inclusion.
- F. “Property” or “City-owned Property” refers to the building, monument, site, street, roadway, structure, or any other object owned by the City of Spokane or under the control, ownership, and/or jurisdiction of either the Spokane Park Board or the Library Board of Trustees.
- G. “Request” refers to a formal, written statement from a Requester asking for review of certain City-owned property under this ordinance.
- H. “Requester” refers to the community member who files a request.
- I. “SHRC” refers to the Spokane Human Rights Commission, a volunteer board of individuals appointed by the Mayor of Spokane and approved by the Spokane City Council. These individuals advise and make

recommendations to the Spokane City Council regarding issues related to human rights.

- J. “Workgroup” refers to the SHRC Civic Impact workgroup of the Spokane Human Rights Commission.

18.10.030 Process of Review by Spokane Human Rights Commission

The process for considering and acting upon community members’ concerns regarding the content of City-owned property is as follows:

- A. Individuals and/or groups can request that the City of Spokane review certain City-owned property by submitting a request to the Spokane Human Rights Commission (SHRC). The SHRC shall act as the coordinator of the process for reviewing the request.
- B. Once the SHRC receives a request, the SHRC shall then task the SHRC Civic Impact Workgroup (“Workgroup”) as its designee to process the request, and the Workgroup shall coordinate the process for reviewing the request.
- C. The Workgroup shall then review the request and determine whether or not to start a review, considering whether the content described in the request is discriminatory under SMC 18.01.010 or the content is likely to cause mental pain, suffering or disrespect in a reasonable person with a cultural background and lived experience that would make them vulnerable.
 - i. If the Workgroup finds that the content does not violate SMC 18.01.010 and is not likely to cause mental pain, suffering or disrespect, the review shall end, and the Workgroup shall notify the Requester of the decision and provide them the information to present their concerns to the full SHRC at a meeting via public comment.
 - ii. If the Workgroup finds that the content does violate SMC 18.01.010 or is likely to cause mental pain, suffering or disrespect, it shall refer the request to the Spokane Office of Civil Rights, Equity, and Inclusion (OCREI).
- D. After referral from the Workgroup, the OCREI shall then review the request in consultation with the City of Spokane Legal Department and other necessary departments, boards, commissions, affected Native American tribes and compile relevant information and findings that will inform a final recommendation. Relevant information shall include any history relating to the City’s acquisition of the property or placement of the content thereon, including donor restrictions or requirements. The OCREI shall then present the information, findings and recommendation to the Workgroup, including whether the recommendation of the SHRC will be submitted to the City Council, the Park Board or the Library Board. This review process shall not

limit the authority or responsibility of any department, board or commission established by law.

- E. Upon receipt of information and findings from the OCREI, the Workgroup shall review the information and findings, and determine if the Request should be brought forward to the full SHRC. If the Workgroup determines that the SHRC should address the matter, the request shall be placed on a regular SHRC meeting agenda for discussion. At this point, the requester shall be notified of the decision to pursue the matter. The requester shall also be notified of the meeting and may address the full SHRC via public comment or presentation under the rules of the SHRC.
- F. Upon conclusion of discussion of the request at the regular SHRC meeting, any Commissioner may move for the matter to be forwarded to the SHRC Executive Committee for further collaboration with the OCREI on research, analysis, outreach, and stakeholder engagement. Upon completing its review, the SHRC Executive Committee shall place the matter on a regular SHRC meeting agenda for further review and action.

18.10.040 Recommendation to Spokane City Council

- A. The SHRC shall review the materials from the Workgroup, the SHRC Executive Committee, and the OCREI, and shall determine whether to make a recommendation to the Spokane City Council regarding the request. Any recommendation from the SHRC shall be in the form of a resolution and shall lay out, in specifics, the requested action by the City Council and shall include: history of the City-owned property in question; details on the review process; appropriate department(s) to execute, anticipated cost to implement any recommendation; any relevant information presented by the OCREI to the SHRC; and any other actions the SHRC would like the City to take. The SHRC recommendation may include, but is not limited to: renaming the property; recontextualizing, replacing, or removing any content on the property; or removal or relocation of any content. Provided, except as provided in subsection C below, any recommendation to rename City-owned property must be submitted to the Spokane Plan Commission for its recommendation prior to forwarding to the Spokane City Council. The resolution shall also specify which City of Spokane department the SHRC determines to be the appropriate lead implementer of any recommended actions.
- B. The resolution will be brought forward to the full Spokane City Council by the SHRC Council Liaison at a City Council Committee meeting. Any further action by Council will adhere to City Council Rules.
- C. If the property subject to the request and the SHRC recommendation is under the care, management, or control of the Park Board or the ownership and jurisdiction of the Library Board, the SHRC recommendation shall be submitted to the respective board for consideration.

18.10.050 Naming Policies

All administrative City policies and procedures relating to naming shall be revised to include, as part of its criteria, a desire to avoid causing recollections of the historical denial of human rights, discrimination, and exclusion of historically marginalized members of the community. The Park Board and Library Board are encouraged to adopt a mechanism for avoiding commemoration the historical denial of human rights, discrimination, and exclusion of historically marginalized members of the community in their naming policies.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

06/26/2023

Date Rec'd

6/13/2023

Clerk's File #

ORD C36403

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

ALEX GIBILISCO 625-6957

Project #**Contact E-Mail**

AGIBILISCO@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

ESTABLISHING THE CITY MOTTO TO IN SPOKANE WE ALL BELONG

Agenda Wording

An ordinance establishing the motto of the City of Spokane and adopting a new section SMC 01.03.030.

Summary (Background)

Creating a sense of belonging requires a set of values and practices that ensures no persons are left out of representative government, and more broadly means ensuring that all members of Spokane's diverse community have a meaningful voice and the opportunity to participate in the design of political, social, and cultural structures. This ordinance establishes the motto.

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

UE 06/12/2023

Division Director**Council Sponsor**

CP Beggs, CM Wilkerson

Finance**Distribution List****Legal**

gbyrd@spokanecity.org

For the Mayor

bbeggs@spokanecity.org

Additional Approvals

agibilisco@spokanecity.org

Purchasing

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Alex Gibilisco
Contact Email & Phone	agibilisco@spokanecity.org
Council Sponsor(s)	CP Beggs; CM Wilkerson
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Establishing City Motto
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Establishing a city motto to “In Spokane We All Belong” by adopting a new section to the SMC.</p> <p>Creating a sense of belonging requires a set of values and practices that ensures no persons feel left out of representative government, and more broadly means ensuring that all members of Spokane’s diverse community have a meaningful voice and the opportunity to participate in the design of political, economic, social and cultural structures.</p> <p>Council President presented to the Equity Subcommittee at the February meeting, and in March presented at the Spokane Human Rights Commission and received feedback.</p> <p>On May 4th Spokane Arts presented a design of the motto at Study Session, it included versions that were translated into various languages.</p>
Proposed Council Action	Adopt new motto for the City, Vote on July 10 th .
Fiscal Impact Total Cost: Click or tap here to enter text. Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: 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? The motto is aspirational to be conscious of people that we could be excluding. The motto does not change policy, and there are many communities that do not feel that they belong in Spokane. If having the vision works towards creating the vision where people historically excluded are part of the conversation, than that could lead to co-creating solutions.	

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?

NA

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

NA

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

Comprehensive Plan Chapter 10 Social Health –

Vision “Spokane will be a safe and nurturing community that provides a diversity of social, recreational, educational, and cultural opportunities for all ages. A strong, positive identity for Spokane will be furthered by constructive community events and activities.”

Goal 4 - Develop and implement programs for all city residents from a diverse range of backgrounds and life circumstances so that all people feel welcome and accepted, regardless of race, religion, creed, color, sex, national origin, marital status, familial status, domestic violence victim status, age, sexual orientation, gender identity, honorably discharged veteran or military status, refugee status, criminal history, the presence of any sensory, mental or physical disability as defined by the Americans with Disabilities Act and/or the Washington State Law Against Discrimination, or the receipt of, or eligibility for the receipt of, funds from any housing choice or other subsidy program or alternative source of income

ORDINANCE NO C36403

An ordinance establishing the motto of the City of Spokane and adopting a new section SMC 01.03.030.

WHEREAS, the City of Spokane is committed to ensuring that all people living and working in Spokane have a sense of belonging, and further is committed to addressing issues that undermine that commitment; and

WHEREAS, the City of Spokane recognizes that not all individuals and communities in Spokane feel the City is welcoming of people of color and diverse cultures and beliefs, nor that the City provides full opportunities for all people to participate in the City's representative government; and;

WHEREAS, creating a sense of belonging requires a set of values and practices that ensures no persons feel left out of representative government, and more broadly means ensuring that all members of Spokane's diverse community have a meaningful voice and the opportunity to participate in the design of political, economic, social and cultural structures; and

WHEREAS, creating a sense of belonging also requires acknowledging individual identities, community identities and the collective identity that comprise the City of Spokane; and

WHEREAS, the City of Spokane as local government is well suited to create the space to bridge all of our communities to ensure its residents come together as individual selves, communities identities, and collective identities; and

WHEREAS, an important means of creating such a bridge is to set forth officially and publicly a motto that reflects Spokane's commitment to ensuring that all people living and working in Spokane have a sense of belonging; and

WHEREAS, an appropriate motto to reflect this commitment is "In Spokane We All Belong."

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That a new section 01.03.030 is added to title 01.03 of the Spokane Municipal Code, to read as follows:

Section 01.03.030 City of Spokane Motto

The official motto for the City of Spokane shall be “In Spokane We All Belong.” Where practical, all City departments, boards and commissions shall endeavor to incorporate this motto and its foundational principles into their communication efforts including, but not limited to, public relations communications, social media, website pages and advertisements.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

06/26/2023

Date Rec'd	6/14/2023
Clerk's File #	ORD C36404
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	ERIK FINCH 625-6455
Contact E-Mail	EFINCH@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0320 - ESTABLISHING POLICY STANDARDS FOR BROADBAND INFRASTRUCTURE EXPANSION

Agenda Wording

An ordinance adopting policy standards for broadband infrastructure expansion.

Summary (Background)

The City recognizes gaps in broadband availability putting our local government agencies, businesses, residents, non-profit organizations, and other stakeholders at a disadvantage in pursuit of economic growth opportunities, education, healthcare, and other significant areas critical for a successful quality of life. There is an opportunity to partner with other entities to expand broadband opportunities throughout the region.

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

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

Approvals**Dept Head** BYRD, GIACOBBE**Division Director****Finance****Legal****For the Mayor****Additional Approvals****Purchasing****Council Notifications****Study Session\Other** PIES 06/26/2023**Council Sponsor**

CP Beggs & CM Cathcart

Distribution List

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mcathcart@spokanecity.org

ORDINANCE C36404

An ordinance establishing policy standards for broadband infrastructure expansion for the City of Spokane, supporting the digital strategy and broadband goals, adopting a new chapter 13.15 to Title 13 of the Spokane Municipal Code.

WHEREAS, the City finds that high-speed Internet access, referred to generically as “broadband” and including both terrestrial and wireless technologies, is essential 21st Century infrastructure in a digital world and global economy; and

WHEREAS, the City acknowledges that affordable broadband for low-income households, covered populations, and other digital equity programs will benefit all city residents; and

WHEREAS, the City recognizes gaps in broadband availability putting our local government agencies, businesses, residents, non-profit organizations, and other stakeholders at a disadvantage in pursuit of economic growth opportunities, education, healthcare, and other significant areas critical for a successful quality of life; and

WHEREAS, both Federal and State of Washington governments have committed to broadband standards and connectivity goals, and subsequently have developed funding programs for local government entities to actively participate in the expansion of broadband networks within their respective jurisdictions; and

WHEREAS, the City recognizes there is a unique opportunity to impact broadband deployment and adoption in its local government roles and responsibilities, including as a policy leader, planning body, approval agency, purchaser-consumer of communications equipment and information technology, and a service provider; and

WHEREAS, the City must promote the opportunity to partner with other government organizations, civic leaders, community organizations, employers, workforce representatives, educators, policymakers, and existing telecommunications providers to encourage adoption of broadband technology; and

WHEREAS, the increasing public dependency on broadband connectivity for basic life, health and welfare needs means the City and its partners must help build a regional digital infrastructure that is resilient and reliable; and

WHEREAS, the City should develop an integrated street penetration policy (also known as a “Dig Once” policy) to minimize street disruptions, preserve pavement life, lower overbuild and restricted access, all as they arise might arise from broadband infrastructure expansion;

WHEREAS, the City continues to streamline permitting and conduit/fiber use agreements to lower time and cost to access;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. There is enacted a new chapter 13.15 to Title 13 of the Spokane Municipal Code to read as follows:

Chapter 13.15 Broadband Infrastructure

SMC 13.15.010 Purpose

SMC 13.15.020 Broadband Policy Standards

SMC 13.15.030 Digital Strategy and Broadband Goals

SMC 13.15.010: Purpose

The City of Spokane hereby adopts the following policy standards to guide the planning, development, implementation, and maintenance of broadband infrastructure expansion programs. This policy direction also sets goals and investment priorities to support activation of the goals and partner matching investment in the City of Spokane Digital Strategy and Broadband Initiative.

SMC 13.15.020: Broadband Policy Standards

A. PUBLIC BENEFIT

1. Broadband infrastructure expansion shall be pursued with a foundational intent of maximizing public benefit to the citizen taxpayers of City of Spokane. This shall include, but is not limited to the following:
 - a. Ensuring new infrastructure expansion is developed with an overarching purpose of benefitting residents and expanding their ability to connect to broadband networks of the highest speed and quality available.
 - b. Ensuring critical public facilities are located in areas of new infrastructure expansion are connected at no cost in perpetuity to broadband networks of the highest speed and quality available for the purposes of taxpayer savings, operational efficiency, and public safety.
 - c. Development of programs to promote resident technical expertise in use of the internet and fully leverage broadband investment.
2. **OPEN AND EQUAL NETWORK ACCESS**
 - a. Broadband infrastructure expansion is to be operated in an economically non-discriminatory manner, shall comply with all state and federal procurement requirements, and remain available for all qualified internet service providers to provide consumers with a competitive broadband marketplace. Internet service providers shall have the opportunity to win and retain business on price and service offerings compliant with external

funding award requirements and public bidding requirements, as applicable.

3. MAXIMIZE EXISTING NETWORKS

- a. The City shall maximize existing networks and prioritize existing network assets and capabilities to promote digital equity and highspeed internet for lower income populations.
- b. Broadband network expansion projects are to be developed to connect as many premises as possible by leveraging existing assets, and by reducing duplicative network construction (overbuild) to only that which is necessary for underserved populations as a lifeline type service.

4. PARTNERSHIPS AND STAKEHOLDER ENGAGEMENT

- a. The City shall encourage regional partnership and stakeholder engagement that is responsive to input and feedback.
- b. The City, through making available its significant broadband assets, shall actively seek partnerships to address infrastructure gaps, provide specialized services, and co-investment in digital infrastructure that helps multiple organizations needs at a shared cost.

5. MAXIMIZE PUBLIC INVESTMENT AND SUSTAINABILITY

- a. Investment in broadband infrastructure is for current and future community and economic development benefit that generates sustainable revenue streams and a real return on investment in 10 years or less. Broadband infrastructure must be weighed as an investment and not a cost.
- b. New broadband network expansion shall be considered and executed based on minimization of risk to the existing operating funds and revenue sources of the City of Spokane. This shall include minimization of potential liability and unanticipated costs in the development of project scope, construction of the physical network up to and including final premise connection, and ongoing maintenance of the entire network to industry standards and best practices.
- c. New revenue from network use by organizations or internet service providers would be a dedicated revenue stream to minimize additional cost to existing operational or capital budgets.

SMC 13.15.030 Digital Strategy and Broadband Goals

- A. The City of Spokane has a significant opportunity to be a primary partner and assist in making major investments in fiber infrastructure to influence the digital divide in our community. This results in better connected community members, facilities, educational and social service organizations, and operational infrastructure. This strategy facilitates large-scale internal and partner investment, prioritizes addressing the digital divide, and positively influences the digital infrastructure environment to

encourage economic development, and future community connectivity needs.

B. The City of Spokane adopts a digital strategy and broadband goals to guide and inform investment and partnership:

1. Make digital equity a focus to increase broadband adoption by targeted infrastructure investment and programs that remove barriers, incentivize providers, and provide “lifeline” comparable services as required;
2. Connecting current and future City and regional partner services (Public safety, transportation, health, etc.);
3. Leverage conduit and fiber assets to enable this strategy and provide revenue to expand and minimize street disruption;
4. Establishing an urban focused digital infrastructure “organization” to market and manage capacity and connections while preserving current and future City operational needs;
5. Create resilient digital infrastructure loops providing three routes out of region including east to ensure high availability and redundancy;
6. Become a critically needed tool for economic development, workforce development, and business attraction; and
7. Review and determine the need to facilitate more high-speed bandwidth and local Cloud exchange services into the region by supporting development of a local Internet Exchange Point.
8. Develop a data privacy policy that emphasizes that the City of Spokane prioritizes data privacy and will act through transparent practices and informed consent, ensuring personal data collection will be minimized and used solely for legitimate purposes, and will include robust security measures that protect against unauthorized access. The City’s data privacy policies and practices will be a condition of City partnership with third party providers.

C. The City of Spokane commits to prioritizing smart investment and grant matching to achieve the above goals. The City also supports the concept of partnership and shared investment, and shall promote the development of pilot projects to help inform and make future strategy and investment decisions. The City directs the following steps to support innovation, partnership, and initiatives that can deliver community value in the short and long term:

1. Develop the business plan and pro forma information for the City and its partners to identify realistic estimates of return on investment and the predicted economic benefit to the City once initial investments are paid off. Such business plan and pro forma will be used to prioritize the efforts and make incremental investments, if possible,

to help phase efforts over time based on available grant and other resources.

2. Develop active partnerships where co-investment of budget, personnel, assets, or other contributions of economic value that will ensure projects are implemented. Partnerships should include cost and asset sharing agreements to facilitate making end connections by a provider or directly through the open public network.
3. As may be provided in its annual budget, the City of Spokane shall sponsor a matching investment program using current or future potential grant resources and revenue received from digital infrastructure as initial funds for investment. This includes federal and state grant resources, especially where broadband is a targeted activity. The City may also review internal financing options such as an SIP loan to match with other funds to reach the goals.
4. As may be provided in its annual budget, the City of Spokane shall support the development of an enterprise fund to properly capture current and new revenues generated from conduit or fiber leasing, or other supporting activities, to ensure those funds are available as a sustainable revenue stream to support ongoing efforts.
5. The City of Spokane endorses the development of quasi-municipal or non-profit organizations to focus effort and support of these community broadband goals while preserving City asset ownership, fiscal sustainability, and operational needs.

Section 2. Severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase, or word of this ordinance.

Section 3. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

07/10/2023

Date Rec'd

6/28/2023

Clerk's File #

ORD C36407

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**

ABIGAIL MARTIN X6426

Project #**Contact E-Mail**

AMMARTIN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - AUTOMATED TRAFFIC SAFETY CAMERAS ORDINANCE

Agenda Wording

An Ordinance concerning the use of automated traffic safety cameras, extending the termination date for authorization to use automated traffic safety cameras, expanding the use of said cameras to school walk areas, public park speed zones, and hospit

Summary (Background)

Currently there are several speed radar and photo red cameras in use across our City to enhance safety measures and funding Traffic Calming projects. Neighborhood Councils, Spokane Public Schools, and City Council propose expanded sites for speed radar cameras.

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

PIES 06/26/2023

Division Director**Council Sponsor**

CP Beggs & CM Zappone

Finance**Distribution List****Legal**

cwright@spokanecity.org

For the Mayor

ammartin@spokanecity.org

Additional Approvals

gbyrd@spokanecity.org

Purchasing

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City of Spokane City Council office
Contact Name	Abigail Martin, Chris Wright
Contact Email & Phone	ammartin@spokanecity.org 509.625.6426
Council Sponsor(s)	Council President Breean Beggs
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Approval of new speed radar cameras
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Currently there are several speed radar and photo red cameras in use across our City to enhance safety measures and funding Traffic Calming projects. Recently state law was revised to allow automated traffic safety cameras in school walk areas, park speed zones and hospital speed zones. areas, and hospital zones. All expanded locations are within 300ft of schools, hospitals, or park <i>property</i>. For school locations (majority), all revenue remains with the City of Spokane, once costs have been accounted for. For hospital and park <i>property</i> half of the revenue, once costs have been accounted for, goes to the State of Washington.</p> <p>The proposed resolution expands the available locations of cameras and identifies specific locations. The proposed ordinance conforms SMC with the recent legislation and extends the period for use of cameras, currently set to expire in November 2023, to July 2028.</p>
Proposed Council Action	Ordinance authorizing expansion of camera use and resolution approving locations
<p>Fiscal Impact Total Cost: <u>TBD</u> Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: ATS is the contract we currently have for this work in the Traffic Calming program, and they source the installation of cameras and then recoup costs on the back end.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring See above.</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) This program generates revenue for the Traffic Calming program, which as previously briefed, is looking at a 4 year project cycle and developing into a sophisticated and complex project list. Expansion of our funding source allows greater opportunity for the project list to be realized.</p>	
Operations Impacts (If N/A, please give a brief description as to why)	
<p>What impacts would the proposal have on historically excluded communities? We have intentionally be strategic about camera location, not preying upon vulnerable communities, rather enhancing safety around schools, hospitals, and park property.</p>	
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p>	

ORDINANCE NO. C36407

An Ordinance concerning the use of automated traffic safety cameras, extending the termination date for authorization to use automated traffic safety cameras, expanding the use of said cameras to school walk areas, public park speed zones, and hospital speed zones, and amending sections 16A.64.220 and 16A.64.260 of the Spokane Municipal Code.

WHEREAS, RCW 46.63.170 authorizes local jurisdictions to install and operate automated traffic safety cameras as a means for enforcing traffic laws; and

WHEREAS, consistent with RCW 46.63.170, the Spokane City Council adopted Spokane Municipal Code Chapter 16A.64 which, in pertinent part, authorizes the use of automated traffic safety cameras in the City of Spokane at two-arterial intersections and school speeding zones; and

WHEREAS, in 2022 the Washington Legislature enacted Engrossed Substitute Senate Bill 5974, which expanded the permitted uses of automated traffic safety cameras under RCW 46.63.170 to include the detection of speed violations in roadways in school walk areas as defined in RCW 28A.160.160, as well as speed violations in public park speed zones and hospital speed zones; and

WHEREAS, under RCW 46.63.170, as amended, “public park speed zones” means, with respect to a given location, the area within a public park with active park use and extending 300 feet from the border of said park; and

WHEREAS, under RCW 46.63.170, as amended, “hospital speed zones” means, with respect to a given location, the area within hospital property and extending 300 feet from the border of hospital property; and

WHEREAS, under RCW 46.63.170, as amended, “public park speed zones” and hospital speed zones” must have signs posted alerting drivers to the location of said zones and to the use of automated traffic safety cameras; and

WHEREAS, it is necessary to amend SMC 16A.64.220 to conform to RCW 46.63.170, as recently amended, and to authorize the use of automated traffic safety cameras in school walk areas, public park speed zones, and hospital speed zones; and

WHEREAS, the current authorization to operated automated traffic safety cameras under Chapter 16A.64 of the Spokane Municipal Code expires on November 12, 2023, and the City Council, when renewing the authorization by ordinance, historically has extended the authorization in five-year increments; and

WHEREAS, the City Council intends to extend the current authorization to use automated traffic safety cameras for an additional five years.

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. Section 16A.64.220 of Chapter 16A.64 of the Spokane Municipal Code is amended as follows:

Section 16A.64.220 Procedures of Use of Automated Traffic Safety Cameras

The use of automated traffic safety cameras is authorized for issuance of notices of infraction for violations regarding obedience to traffic control devices for stoplights at two-arterial intersection and school speeding zones and is subject to the following requirements:

- A. Use of automated traffic safety cameras is restricted to the following locations:
 1. two-arterial intersections, ~~((and))~~
 2. school speeding zones, ~~((only.))~~
 3. School walk areas, as defined in RCW 28A.160.160,
 4. Public park speed zones, as defined in RCW 46.63.170, and
 5. Hospital speed zones, as defined in RCW 46.63.170.
- B. Automated traffic safety cameras may only take pictures of the vehicle and vehicle license plate and only while an infraction is occurring. The picture must not reveal the face of the driver or of passengers in the vehicle.
- C. A notice of infraction must be mailed to the registered owner of the vehicle within fourteen days of the violation, or to the renter of a vehicle within fourteen days of establishing the renter's name and address under SMC 16A.64.240(B). The law enforcement officer issuing the notice of infraction shall include with it a certificate or facsimile thereof, based upon inspection of photographs, microphotographs, or electronic images produced by an automated traffic safety camera, stating the facts supporting the notice of infraction. This certificate or facsimile is prima facie evidence of the facts contained in it and is admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on evidence detected by an automated traffic safety camera may respond to the notice by mail.
- D. The registered owner of a vehicle is responsible for an infraction under SMC 16A.64.270(A) unless the registered owner overcomes the presumption in SMC 16A.64.270(B), or, in the case of a rental car business, satisfies the conditions under SMC 16A.64.240(B). If appropriate under the circumstances, a renter identified under SMC 16A.64.240(B)(1) is responsible for an infraction.
- E. Pursuant to RCW 46.63.170(1)(f), notwithstanding any other provision of law, all photographs, microphotographs, or electronic images prepared under this section are for the exclusive use of law enforcement in the discharge of duties under this section and are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph, microphotograph or electronic image may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section.
- F. All locations where an automated traffic safety camera is used must be clearly marked by placing signs in locations that clearly indicate to a driver that he is entering a zone

where traffic laws are enforced by an automated traffic safety camera. Signage in public park speed zones and hospital speed zones shall conform to the requirements in RCW 46.63.170.

Section 2. Section 16A.64.260 of Chapter 16A.64 of the Spokane Municipal Code is amended as follows:

Section 16A.64.260 Termination of Authorization for Use of Automated Traffic Safety Cameras

The authorization granted in SMC 16A.64.220 to use automated traffic safety cameras for issuance of notices of infraction for violations regarding obedience to traffic control devices shall expire on (~~November 12, 2023~~) July 31, 2028, unless the city council takes legislative action to extend the authorization.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 4. Upon approval by the city attorney, the city clerk is authorized to make necessary corrections to this ordinance, including scrivener's errors or clerical mistakes; references to other local, state, or federal laws, rules, or regulations; or numbering or referencing of ordinances or their sections and subsections.

PASSED by the City Council on _____, 2023.

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

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

06/26/2023

Date Rec'd

6/22/2023

Clerk's File #

ORD C36405

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**COUNCIL X6718
MEMBERS BINGLE
& ZAPPONE**Project #****Contact E-Mail**

JGUNN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

0320 - INTERIM PARKING REGULATIONS FOR HOUSING

Agenda Wording

An interim zoning ordinance concerning parking regulations for housing, exempting minimum parking space requirements for certain residential developments; adopting a new Chapter 17C.405 of the Spokane Municipal Code

Summary (Background)

An interim zoning ordinance concerning parking regulations for housing, exempting minimum parking space requirements for residential construction; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program.

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

PIES 06/26/2023

Division Director**Council Sponsor**

CM Zappone & CM Bingle

Finance**Distribution List****Legal**

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For the Mayor

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Additional Approvals

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Purchasing

cldavis@spokanecity.org

gbyrd@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	City Council
Contact Name	Jeff Gunn
Contact Email & Phone	jgunn@spokanecity.org 6718
Council Sponsor(s)	Bingle, Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Interim Parking Regulations for Housing
Summary (Background) *use the Fiscal Impact box below for relevant financial information	An interim zoning ordinance concerning parking regulations for housing, exempting minimum parking space requirements for residential construction; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program
Proposed Council Action	Vote to approve July 10 th
Fiscal Impact	
Total Cost: <small>Click or tap here to enter text.</small>	
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: <small>Click or tap here to enter text.</small>	
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?	
This proposal aims to reduce the barriers to increasing affordable housing options in the city of Spokane and this may increase the opportunity of historically excluded communities to have access to affordable housing.	
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?	
Data on the number of increased units during the interim period will be collected.	

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?

It aligns with other policies aimed at increasing housing units in Spokane.

ORDINANCE NO. C36405

AN INTERIM ZONING ORDINANCE concerning parking regulations for housing, exempting minimum parking space requirements for certain residential developments; adopting a new Chapter 17C.405 of the Spokane Municipal Code, Interim Parking Regulations for Housing; setting a public hearing; and establishing a work program.

WHEREAS, RCW 36.70A.600 encourages the City to take a number of actions in order to increase its residential building capacity and authorized the City to adopt a housing action plan; and

WHEREAS, as authorized by RCW 36.70A.600(2), Council Resolution RES 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 the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, the 2020 Housing Needs Assessment completed for the Housing Action Plan indicates several facts about the housing supply and need, particularly the need to accommodate for an estimated 6,000 additional housing units by 2037; and

WHEREAS, the region's housing shortage is contributing to rapidly escalating home prices and rents which is a contributing factor in the worsening homelessness crisis in Spokane and the surrounding region; and

WHEREAS, in adopting RES 2021-0062 the City Council specifically calls for the Plan Commission to consider the removal of off-street parking requirements in residential areas in Center and Corridors and within one-half mile thereof, among other incentives, in order to create more opportunities for housing; and

WHEREAS, the City Council finds that this interim zoning ordinance and the housing it will allow are compatible with the City's residential neighborhoods and is consistent with the City's Comprehensive Plan which envisions a variety of housing types in the City's residential neighborhoods; and

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and streamline municipal procedures to support the development cycle; and

WHEREAS the Mayor's July 26, 2021 proclamation also directed the City to expand the number of attached homes allowed, and to explore the use of an interim zoning ordinance to achieve immediate goals and objectives for increasing densities at transit stops and creating opportunities for a greater variety of housing; and

WHEREAS, the proposed actions will help to more fully implement the housing strategies specified in RCW 36.70A.600(1); and

WHEREAS, by virtue of the public process conducted during creation of the City of Spokane Housing Action Plan, in addition to subsequent engagement efforts, interested agencies and the public have had extensive opportunities to provide comment on housing needs and potential regulatory responses to the housing crisis; and

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

WHEREAS, during its 2023 Regular Session, the Washington State Legislature enacted Engrossed Second Substitute House Bill 1110 (the "Act"), legislation designed to encourage the creation of more middle housing in areas traditionally dedicated to single-family housing; and

WHEREAS, the Act includes, among other provisions, a prohibition on local requirements for off-street parking as a condition of permitting development of middle housing near certain transit stops; and

WHEREAS, on June 14, 2023, the Washington State Department of Commerce and appropriate state agencies were notified of the City's intent to adopt this Ordinance consistent with RCW 36.70A.106; and

WHEREAS, a State Environmental Protection Act (SEPA) Determination of No significance and Checklist were issued by Planning Services on June 23, 2023. The comment period ended on July 7, 2023; and

WHEREAS, prior to the City Council public hearing, a legal notice of public hearing was published in the *Spokesman-Review* on June 26th, 2023 and the notice of the proposed amendment was distributed to the City's agency/interested party list; and

WHEREAS, the City Council finds that this interim zoning ordinance is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing institutions; and

WHEREAS, the City Council adopts the recitals set forth herein as its findings and conclusions in support of its adoption of this ordinance.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 7 of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to assist in implementing the housing strategies specified in RCW 36.70A.600(1) and Engrossed Second Substitute House Bill 1110 in order to increase residential building capacity to help mitigate Spokane's housing shortage emergency.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect until July 9, 2024, unless extended or cancelled at the public hearing described in Section 5 of this ordinance. It is anticipated that while this interim zoning ordinance is in effect

the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in chapter 17G.025 of the Spokane Municipal Code.

Section 4. Work Plan. Pursuant to RCW 36.70A.390, a work plan for studies related to this ordinance shall include continued public participation and noticing pursuant to chapter 17G.025 SMC, modifications to the Comprehensive Plan, and evaluation of the effects of this ordinance with respect to public transit usage, neighborhood impacts, displacement of at-risk communities, and success in generating new housing units.

Section 5. Public Hearing. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council will hold a public hearing on this interim zoning ordinance on August 28, 2023. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim zoning ordinance.

Section 6. 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.

Section 7. That there is adopted a new Chapter 17C.405 of the Spokane Municipal Code, titled Interim Parking Regulations Adopted to Implement RCW 36.70A.600(1), to read as follows:

Chapter 17C.405

Section 17C.405.010: Interim Parking Regulations for Housing

A. Purpose.

The development of off-street vehicle parking spaces can add cost to housing projects. In order to allow for less-costly housing options, the standards of this section allow property owners to choose how much residential off-street parking to provide for their needs. The standards of this section allow for greater variety of housing and increased capacity for new housing.

B. Applicability

This section applies to Residential Household Living land uses in all areas of the City. Residential Housing Living is defined in SMC 17C.190.110.

C. Expiration.

This section shall expire on July 9, 2024.

D. Adjustment to Minimum Required Parking Spaces.

Notwithstanding other provisions of Title 17C SMC, including table 17C.230-2, Residential Household Living uses located within one-half (.50) mile walking distance of transit stops shall not be required to provide off-street vehicle parking.

E. **Adjustment to Fees.**

Notwithstanding other provisions of Title 17C SMC, including SMC 17C.230.110(D), fees may be charged for the use of off-street vehicle parking spaces in connection with a Residential Household Living use.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

06/05/2023

Date Rec'd	5/22/2023
Clerk's File #	ORD C36389
Renews #	
Cross Ref #	RES 2023-0043
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	COUNCIL MEMBER X6257 CATHCART
Contact E-Mail	MCATHCART@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
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. C-36389

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 RCW 29A.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 has been adopted by the city council, 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 has been adopted by the city council, 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. 1

Amendment to the City Charter Regarding City Council Redistricting Process

This proposition will amend 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-36389.

Shall this measure be enacted into law?

Yes.....

No

Section 5. 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 6. Effective Date

This ordinance, if approved by the voters at the general election to be held on Tuesday, November 7, 2023, 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:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

06/12/2023

Date Rec'd	6/1/2023
Clerk's File #	RES 2023-0043
Renews #	
Cross Ref #	ORD C36389
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	COUNCIL MEMBER X6257 CATHCART
Contact E-Mail	MCATHCART@SPOKANECITY.ORG
Agenda Item Type	Special Considerations
Agenda Item Name	BALLOT PROPOSITION AMENDING THE CITY COUNCIL REDISTRICTING PROCESS

Agenda Wording

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION IN CONJUNCTION WITH THE SCHEDULED GENERAL ELECTION ON NOVEMBER 7, 2023 TO SUBMIT TO THE ELECTORS OF THE CITY OF SPOKANE A PROPOSITION REGARDING AMENDMENTS TO THE SPOKANE C

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 & Bingle
Finance		Distribution List	
Legal		mcathcart@spokanecity.org	
For the Mayor		sblackwell@spokanecity.org	
Additional Approvals		jbingle@spokanecity.org	
Purchasing			

RESOLUTION NO. 2023-0043

A RESOLUTION REQUESTING THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION IN CONJUNCTION WITH THE SCHEDULED GENERAL ELECTION ON NOVEMBER 7, 2023 TO SUBMIT TO THE ELECTORS OF THE CITY OF SPOKANE A PROPOSITION REGARDING AMENDMENTS TO THE SPOKANE CITY CHARTER ADDING A NEW SECTION 62 AND REPEALING SECTIONS 59 AND 60, ALL RELATING TO THE CITY COUNCIL REDISTRICTING PROCESS.

WHEREAS, pursuant to Section 125 of the City Charter, the City Council, of its own motion, may submit to popular vote for adoption or rejection at any election, proposed amendments to the City Charter; and

WHEREAS, RCW 29A.04.330(3) requires the City to present a resolution calling for a special election on the general election date to the Spokane County Auditor no later than the date of the primary election.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spokane, pursuant to Section 125 of the City Charter, that:

1) the Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to call a special municipal election to be held on November 7, 2023 for the purpose of submitting to the electors of the City of Spokane for their approval or rejection the following proposition:

CITY OF SPOKANE

PROPOSITION NO. 1

Amendment to the City Charter Regarding City Council Redistricting Process

This proposition will amend 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-36389.

Shall this measure be enacted into law?

Yes□

No□

2) the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than August 1, 2023.

Adopted _____.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
06/26/2023

Date Rec'd	6/14/2023
Clerk's File #	LGL 2023-0027
Renews #	

Submitting Dept	CITY CLERK	Cross Ref #	INITIATIVE 2023-4
Contact Name/Phone	TERRI PFISTER 625-6354	Project #	
Contact E-Mail	TPFISTER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Report Item	Requisition #	
Agenda Item Name	0260 - INITIATIVE 2023-4 PETITION SIGNATURES		

Agenda Wording

Set hearing before City Council for July 10, 2023, on Proposed Initiative 2023-4 petition signatures filed on behalf of Brian Hansen, petitioner, regarding prohibiting encampments near schools, parks, playgrounds, and child care facilities.

Summary (Background)

On June 12, 2023, a representative of the petitioner of Initiative 2023-4 filed with the City Clerk's Office petitions bearing approximately 7,397 signatures. This constitutes 14.096 percent of the votes cast (52,475) at the last general municipal election (held November 2, 2021). Five percent, or 2,624 signatures are required for placement on the next general municipal election ballot (November 7, 2023). The signatures have not been validated.

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

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

Approvals		Council Notifications	
Dept Head	PFISTER, TERRI	Study Session\Other	
Division Director		Council Sponsor	
Finance	MURRAY, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	mpiccolo@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE		
Additional Approvals			
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Pursuant to SMC 2.02.080 and Section 84 of the City Charter, at the hearing on the petition, the City Council determines whether to: 1. grant the petition and pass the measure as requested; 2. accept the petition but decline to pass the measure as requested and direct the city clerk to validate the signatures; or 3. to propose an alternative measure to either be adopted by the city council or submitted to the voters on the city council's own motion.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Every person who signs this petition with any other than his or her true name, knowingly signs more than one of these petitions, signs this petition when he or she is not a legal voter, or makes any false statement on this petition may be punished by fine or imprisonment.

INITIATIVE PETITION TO THE CITIZENS OF THE CITY OF SPOKANE
INITIATIVE NO. 2023-4

We, the undersigned citizens and legal voters of the City of Spokane, Washington, respectfully direct that this proposed City Ordinance, known as Initiative No. 2023 - _____, a full, true and correct copy of which is printed herein, be submitted to the electors of the City of Spokane for their approval or rejection at the next available special or general municipal election. The proposed City Ordinance amendment shall appear as the following proposition:

BALLOT TITLE
INITIATIVE PROHIBITING ENCAMPMENTS NEAR SCHOOLS, PARKS, PLAYGROUNDS, & CHILD CARE FACILITIES.

The Spokane Municipal Code prohibits camping underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct and within three blocks of any congregate shelter. This measure amends SMC 12.02.1010 A. 3, to extend the prohibition on unauthorized camping to within 1,000 feet of any public or private school, public park, playground, or licensed child care facility as those terms are defined in the Revised Code of Washington.

Shall the Spokane Municipal Code be amended to prohibit encampments within 1,000 feet of any public or private school, public park, playground, or licensed child care facility?

YES NO

Each of us for himself or herself says: I have personally signed this petition; I am a legal voter of the City of Spokane; my residence address is correctly stated; and I have knowingly signed this petition only once.

(The full text of the proposed City Ordinance is printed on the reverse side of this page and continuing on the pages following)

PETITIONER'S SIGNATURE <i>(in dark ink and as shown on the signer's voter registration)</i>	PRINTED NAME <i>(legibly in dark ink)</i>	ADDRESS WHERE REGISTERED TO VOTE			
		Street Address	City	State	Zip
	Chris Batten	2307 E. South Alham Blvd	Spokane WA	99201	
	Audry Agnew	3607 E 33rd Ave	Spokane WA	99223	
	Sterling Oakland	1405 E 35th Ave	Spokane WA	99203	
	Troy Batten	2307 E South Alham Blvd	Spokane WA	99201	
	Kyle Strampe	1210 E 15th Ave	Spokane WA	99203	

RECEIVED

JUN 12 2023

CITY CLERK'S OFFICE

Petitioner: Brian Hansen, 8603 N Upper Mayes Ln, Spokane, WA 99208, (770) 680-6518; initiative2023.3@gmail.com
Signature-gathering firm: Groundgame Political Solutions, LLC, 217 E Capitol Ave, Jefferson City, Missouri 65101, (573) 415-8234;
City Business Registration No. 604951621-001-0001

SUMMARY OF MEASURE

THE LAW AS IT CURRENTLY EXISTS:

The Spokane Municipal Code currently prohibits camping underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct and within three blocks of any congregate shelter.

THE EFFECT OF THE PROPOSAL, IF APPROVED:

This measure amends the Spokane Municipal Code Section 12.02.1010A.3. by creating a new subsection 12.02.1010A.3.c. This ordinance amendment would make it unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments within 1,000 feet of any public or private school, public park, playground, or licensed child care facility as those terms are defined in the Revised Code of Washington.

RECEIVED 5

JUN 12 2023

CITY CLERK'S OFFICE

DECLARATION OF SIGNATURE GATHERER

I, John Estey, swear or affirm under penalty of law that I circulated this sheet of the foregoing petition, and that, to the best of my knowledge, every person who signed this sheet of the foregoing petition knowingly and without any compensation or promise of compensation willingly signed his or her true name and that the information provided therewith is true and correct. I further acknowledge that under chapter 29A.84 RCW, forgery of signatures on this petition constitutes a class C felony, and that offering any consideration or gratuity to any person to induce them to sign a petition is a gross misdemeanor, such violations being punishable by fine or imprisonment or both. (Signature) John Estey (Date) 6/12/2023

AN ORDINANCE TO PROHIBIT ENCAMPMENTS WITHIN ONE THOUSAND (1000) FEET OF A PUBLIC OR PRIVATE SCHOOL, PUBLIC PARK, PLAYGROUND OR LICENSED CHILD CARE FACILITY

WHEREAS, the citizens of the City of Spokane recognize the need to protect schools, parks, playgrounds and child care facilities and have previously enacted laws to create protective areas around areas where children gather; and

WHEREAS, minor children are particularly vulnerable when they walk to and from schools, parks and playgrounds and deserve a safe environment when doing so; and

WHEREAS, Spokane has experienced criminal and traumatic acts in the presence and plain view of children near existing encampments; and

WHEREAS, the citizens of Spokane desire to act to keep the children of their City safe and provide law enforcement and the prosecutor lawful ordinances to enforce to keep schools, parks, playgrounds, and child care facilities safe.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF SPOKANE HEREBY ORDAIN:

Section 1. That Section 12.02.1010 of Title 12 of the Spokane Municipal Code is amended to read as follows:

12.02.1010 Unauthorized Camping on Public Property – Violation

A. Prohibition

1. No person may camp in or upon any public property including, but not limited to, on conservation lands and natural areas abutting the Spokane River, Latah Creek and their tributaries, unless specifically authorized by declaration of the Mayor in emergency circumstances.
2. At all times, regardless of the availability of shelter, it is unlawful to camp where such activity poses:
 - a. a substantial danger to any person,
 - b. an immediate threat and/or an unreasonable risk of harm to public health or safety, or
 - c. a disruption to vital government services.In such circumstances, the encampment shall be subject to expedited removal pursuant to SMC 12.02.1011.
3. At all times, regardless of the availability of shelter space or beds, it is unlawful to camp or store personal property, including camp facilities and camp paraphernalia, or to have unauthorized encampments, at any time in the following locations:
 - a. Underneath or within 50 feet of any railroad viaduct located within the Spokane Police Department's Downtown Precinct boundary as shown out in Exhibit A; and
 - b. Within three blocks of any congregate shelter provided that signs are posted prohibiting camping that are clearly visible to pedestrians.
 - c. In public within one thousand (1,000) feet of the perimeter of the grounds of a park (SMC Section 12.06A.030(B&D)), a day care center or child care facility (RCW 35.63.170(3-4)), or a public or private school (RCW 28A.150.010 and RCW 28A.195.010).

B. Penalty

A violation of this section is a misdemeanor. Unless otherwise subject to custodial arrest on a warrant or probable cause for another crime, individuals subject to enforcement under this section shall be cited and released rather than being booked into jail. With the exception of those who do not meet the criteria for acceptance into community court, individuals subject to enforcement under this chapter shall be referred to community court by officer citation.

C. Enforcement

1. Law enforcement officers shall not issue a criminal citation to enforce unauthorized camping in violation of section 12.02.1010 (A)(1) when an individual is on public property at a time when there is no available overnight shelter. Nothing in this section shall be construed to prevent the enforcement of section 12.02.1003 at all times, regardless of the availability of shelter, when a person is causing harm to the Spokane River or Latah Creek or to the banks and natural areas that buffer these waterways; nor shall this section be construed to prevent the expedited removal of an encampment on any public property pursuant to section 12.02.1012 (C).
 - a. Prior to issuing a citation to a homeless person who is sleeping, lying, sitting, or camping outdoors, the police officer must first confirm that a 24/7 low-barrier shelter had available space during the previous twenty-four hours that could have been utilized by that individual.
 - b. Confirmation of overnight shelter availability may come from data provided through a City-approved data system or through direct contact with regional low-barrier shelters, and shall consist of the following:
 - i. whether a shelter has available space for sleeping,
 - ii. the number of available spaces, and
 - iii. the guests each shelter will accept (i.e. men, women, families with children, etc.).
2. Sections 12.02.1010 (A)(2) and (A)(3) are enforceable at all times regardless of shelter availability.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 3. Submission to the Voters. This City ordinance shall be submitted to the voters of the City of Spokane for their approval or rejection at the next applicable election under Section 82 of the Spokane City Charter.

Section 4. Effective Date. If approved by the electors, this city ordinance amendment shall take effect and be in full force upon issuance of the certificate of election by the Spokane County Auditor's Office.



Agenda Sheet for City Council Meeting of:

06/12/2023

Date Rec'd	5/24/2023
Clerk's File #	ORD C36391
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	AMANDA BECK X6414	Project #	
Contact E-Mail	ABECK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	065- SHORT-TERM RENTAL CODE AMENDMENTS		

Agenda Wording

Code amendments to Chapter 17C.316 Short Term Rentals, and concurrent fee updates in Chapter 08 SMC.

Summary (Background)

Proposed amendments to short-term rental regulations aligned with strategies outlined in the Housing Action Plan and the City Council Implementation Plan. Proposal revises Chapter 17C.316; amends Sections 08.02.034, 08.02.066, 08.08.010; and adopts a new section 08.02.090. The proposed draft code has been developed to update permitting requirements in line with monitoring data to reflect the current utilization of this accessory land use.

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	Study Session 3/14/23;
Division Director	MACDONALD, STEVEN	Council Sponsor	CP Beggs & CM Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	SMITHSON, LYNDEN	smacdonald@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	sgardner@spokanecity.org	
Additional Approvals		eschoedel@spokanecity.org	
Purchasing		tpalmquist@spokanecity.org	
		lgarcia@spokanecity.org	
		jrichman@spokanecity.org	
		tblack@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select **\$**

Select **\$**

Budget Account

#

#

Distribution List

abeck@spokanecity.org

rbenzie@spokanecity.org

jchurchill@spokanecity.org

ORDINANCE NO. C36391

AN ORDINANCE relating to the regulation of short-term rentals; amending Spokane Municipal Code (SMC) Sections 17C.316.010, 17C.316.020, 17C.316.030, 17C.316.040, 17C.316.050, 17C.316.060, and 17C.316.070; and setting an effective date.

WHEREAS, the short-term rental of a residential dwelling unit for fewer than thirty days is a permitted use in residential zones, but is not a currently permitted use in other non-residential zones of the Spokane Municipal Code; and

WHEREAS, the City's contractor, Granicus, has pulled short-term rental listings from the vacation rental platforms licensed in Washington State and determined that there are short-term rentals operating in zoning districts which do not currently allow a short-term rental use; and

WHEREAS, RCW 36.70A.600 encourages the City to take a number of actions in order to increase its residential building capacity and authorized the City to adopt a housing action plan; and

WHEREAS, as authorized by RCW 36.70A.600(2), Council Resolution RES 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 the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, Housing Action Plan (HAP) Strategy B5 calls on the city to, "Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement;" and

WHEREAS, in adopting RES-2021-0062 the City Council outlined several code amendments and permit processes that the City should enact in support of Housing Action Plan Strategy B.5, namely City Council HAP Implementation Plan Strategies 1.5; 2.6, and 2.7; and

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and to streamline municipal procedures to support the development cycle; and

WHEREAS, the proposed regulations are intended to allow for an alternative form of lodging for visitors that prefer a more residential experience when staying in the City of Spokane; and

WHEREAS, the proposed regulations create a path to compliance for short-term rental units currently operating in zoning districts which do not permit the use, and clarify regulation of short-term rental units for both residential and other zoning districts; and

WHEREAS, the proposed regulations create a balanced system of permitting the short-term rental use in all zoning districts in proportion with their potential effect on surrounding properties and infrastructure, updating permit fees and taxes such that the Spokane Municipal Code is capturing the increased demand for this type of lodging, and tracking short-term rental units, permits, and renewals to ensure the health and safety of the public; and

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this ordinance, avoiding any unconstitutional taking of private property; and

WHEREAS, on February 2, 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; and

WHEREAS, on April 24, 2023, a Notice of Intent to adopt and request for SEPA agency comments was issued for the draft code. The comment period ended on May 9, 2023; and

WHEREAS, a State Environmental Protection Act (SEPA) Determination of No significance and Checklist were issued by Planning Services on April 24, 2023. The comment period ended on May 9, 2023; and

WHEREAS, prior to the Plan Commission public hearing, a legal notice of public hearing was published in the *Spokesman-Review* on April 26 and May 3, 2023 and the notice of the proposed amendment was distributed to the City's agency/interested party list and posted on the City's website at www.ShapingSpokaneHousing.com; and

WHEREAS, on May 10, 2023, the Spokane Plan Commission held a public hearing on the proposed amendment and heard testimony from the public, following which they voted to recommend the City Council adopt the proposed amendments; 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 City of Spokane Plan Commission (Exhibit A) for the same purposes;

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That Section 17C.316.010 SMC is amended to read as follows:

Section 17C.316.010 Purpose

This chapter provides the requirements and standards under which residential dwelling units may be used for short-term rental use in ~~((residential))~~ zones where residential uses are permitted. The regulations are intended to allow for a more efficient use of certain types of residential structures in a manner which keeps them primarily in residential use, and without detracting from neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

Section 2. That Section 17C.316.020 SMC is amended to read as follows:

Section 17C.316.020 ~~((Description and))~~ Definitions

- A. ~~((Description.))~~ Short-term rental. A short-term rental ~~is where~~ means a lodging use, that is not a hotel or motel, in which a residential dwelling unit, or portion thereof, or bedrooms in a residential unit are is rented to overnight guests by a short-term rental owner or operator for a fee for fewer than 30 consecutive days. There are two types of short-term rentals: A dwelling unit, or portion thereof, that is used by the same person for 30 or more consecutive days is not a short-term rental.
- ~~1. Type A. A Type A short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests, and no commercial meetings are permitted to be held in conjunction with use of a short-term rental. The Type A short term rental is an administrative permit.~~
 - ~~2. Type B. A Type B short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests and commercial meetings are held. The Type B short term rental requires a type III conditional use permit according to Chapter 17G.060 Land Use Application Procedures.~~
- B. ~~Definitions.~~ For purposes of this chapter, the following words have the following meanings:
- ~~((1. Commercial meetings. Commercial meetings include luncheons, banquets, parties, weddings, meetings, charitable fund raising, commercial or advertising activities, or other gatherings for direct or indirect compensation. Commercial meetings are prohibited with a Type A short-term rental. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year; this is not considered a commercial meeting.))~~
- B. Short-term rental platform. A short-term rental or vacation rental platform (Platform) means a person that provides a means through which an operator may offer a dwelling unit, or portion thereof, for short-term rental use, and from which the person or entity financially benefits. Merely publishing a short-term rental advertisement for accommodations does not make the publisher a short-term rental platform.

- ((2)) C. Resident. An individual or family who resides in the dwelling unit. The resident can be the owner or operator of the short-term rental.
- ((3)) D. Operator. ~~((The owner or a person or entity that is designated by the owner to manage the short-term rental.))~~ Any person or entity that receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.
- E. Owner. For the purposes of this chapter, any person or trust, alone or with others, has title or interest in any building, property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and including any person who as agent, executor, administrator, trustee, or guardian of an estate has charge, care, or control of any building, dwelling unit, or portion thereof. A person whose sole interest in any building, dwelling unit, or portion thereof is solely that of a lessee under a lease agreement is not considered an owner.
- F. Primary residence. A dwelling unit occupied for more than six months each calendar year, as documented by driver's license, voter registration, utility bills, or other similar evidence.

Section 3. That Section 17C.316.030 SMC is amended to read as follows:

Section 17C.316.030 Where These Regulations Apply

- A. The regulations of this chapter apply to short-term rentals in ~~((the following zones: RA, RSF, RSF-C, RTF, RMF, and RHD zones))~~ all zones where residential uses are permitted.
- B. In zones where Retail Sales and Service uses are allowed; limited; or conditional uses, short-term rentals may be regulated either as a Retail Sales and Service use or as hotel motel if they do not meet the regulations and standards in this chapter.
1. All such applications must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC, and shall meet all applicable Building Code and Fire Code standards.

Section 4. That Section 17C.316.040 SMC is amended to read as follows:

Section 17C.316.040 ((Type A)) Short-Term Rentals in Residential Zones

- A. ((Use-related regulations.)) Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building.
1. ((Permit required. A Type A short-term rental requires a Type A short-term rental permit per .040 C below.)) A short-term rental is an administrative permit.

~~((2.— Allowed structure type. A Type A short term rental is allowed only in the following residential structure types:~~

- ~~a.— Single-Family Residence;~~
- ~~b.— Attached house;~~
- ~~c.— Duplex;~~
- ~~d.— Apartments;~~
- ~~e.— Condominiums; and~~
- ~~f.— Accessory dwelling unit.~~
- ~~g.— Manufactured Homes))~~

B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot. The maximum number of short-term rental units within residential zones shall not exceed those listed below.

1. One short-term rental is allowed in a detached single-family structure, accessory dwelling unit, or an attached single-family structure. One short-term rental is allowed in one of the units of a duplex.
 - a. One short-term rental is allowed in both a detached or attached single-family structure and an accessory dwelling unit, subject to the owner occupancy requirements in [Section 17C.300.110\(B\) SMC](#).
2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
 - a. Buildings that are fire sprinklered may have no more than twenty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
 - b. Buildings that are not fire sprinklered must comply with current building and fire code regulations.
 - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.

~~((B)) C. Standards. ((The following standards apply to Type A short-term rentals. Adjustments are)) A variance to the following standards is prohibited.~~

- ~~1. ((Accessory dwelling units. On sites with an accessory dwelling unit, the resident can live in the primary or accessory dwelling unit and rent bedrooms in either dwelling unit.)) All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.~~
2. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:
 - ~~a. ((Met)) Meets the current building code requirements for a sleeping room ((at the time it was created or converted));~~
 - b. Meets current fire code requirements;

- c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
3. Number of ~~((overnight))~~ residents and guests. The total number of ~~((adults occupying a dwelling unit with a Type A short-term rental may not exceed two (2) adults per bedroom))~~ of residents and guests occupying a dwelling unit that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4. Employees. Nonresident employees are prohibited. Hiring service for normal maintenance, repair and care of the resident or site, such as yard maintenance or house cleaning, is allowed.))~~
- ~~5. Services to overnight guests and visitors. Serving alcohol and food to overnight guests and visitors is allowed, subject to other county and/or state requirements.))~~
- ~~((6))~~ 4. Parking. See [Spokane Municipal Code Chapter 17C.230 Parking and Loading](#)
- ~~((7))~~ 5. Advertising. All advertisements for the short-term rental must list short-term rental permit number and is subject to sign requirements of [Chapter 17C.240 Signs](#).
- ~~((G.))~~ **D. ((Type A Short Term Rental Permit))** Permit Required. The owner of a ~~((Type A))~~ short-term rental must obtain a permit ~~((from the Planning and Development Services Department)).~~ The permit requires the owner to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW. ~~((and document that the required notification requirements have been met:))~~
1. Notification. ~~((The owner must:))~~
- a. The owner or operator must ((Prepare)) prepare a notification letter that:
- i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and
 - ii. Includes information on how to contact the owner or operator by phone.
- b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.
2. Required information for permit. ~~((In order to apply for a Type A short-term rental permit, the owner or operator must submit to the Planning and Development Services Department:))~~
- a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner and emergency contact.
 - b. A short-term rental application and permit fee established by [SMC 08.02.066](#).

- ~~((c. Proof of property insurance covering the property.))~~
- ~~((d.))~~ c. A copy of the owner's current City of Spokane business license.
- ~~((e.))~~ d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
- ~~((f.))~~ e. A site plan and floor plan.
- f. A completed and notarized Life Safety Compliance form.
- ~~((D.))~~ E. Renewal of and Revoking a ~~((Type A))~~ Short-Term Rental Permit. A ~~((Type A))~~ short-term rental permit must be renewed per the procedures in ~~((chapter 4.04))~~ [Chapter 04.04 SMC](#) and can be revoked according to the outlined procedures ~~((in chapter 4.04 SMC))~~ for failure to comply with the regulations of this chapter.
- ~~((In addition a))~~ A permit may be revoked for activities on site ~~((including))~~ such as nuisances, littering, or public disturbance as listed under Title 10 SMC ~~((under Chapter 10.08 Offences Against Public Health Chronic or public disturbance in Section 10.08D.090 Public Disturbance Noise))~~.
 - For revocation of permit the owner or operator receives one warning of violation. ~~((In the case of non-compliance))~~ Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in ~~((4.05.160))~~ [SMC 01.05.160](#).
 - When a ~~((Type A))~~ short-term rental permit has been revoked, a new ~~((Type A))~~ short-term rental permit will not be issued to the owner at that site for 2 years.
- F. Existing Approved Permits and Unit Caps. Existing approved short-term rental permits, which were active and approved prior to July 1, 2023, shall be allowed to grandfather the short-term rental use subject to the below requirements.
- The short-term rental permit must be active and approved prior to July 1, 2023.
 - If the permit is not renewed a new short-term rental permit will be required and the unit cap stated in 17C.316.040(B) will be applicable.
 - A grandfathered short-term rental permit may not further expand their short-term rental use beyond what is existing in the approved permit, nor may it expand beyond what would be permitted under 17C.316.040.

Section 5. That Section 17C.316.050 SMC is amended to read as follows:

Section 17C.316.050 ((Type-B)) Short-Term Rentals in Other Zones

- A. ~~((Use-related regulations.))~~ Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building. All other structures must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in [17C.190.270 SMC](#).
- ~~((1. Conditional use permit. A Type B short-term rental requires a Type III conditional use permit according to Chapter 17G.060 Land Use Application Procedures. The approval criteria are stated in SMC 17C.320.080 F, Institutional and Other Uses in Residential Zones.))~~
2. ~~Allowed structure type. A Type B short-term rental is allowed only in the following residential structure types:~~
- ~~a. Single Family Residence;~~
 - ~~b. Attached house;~~
 - ~~c. Duplex;~~
 - ~~d. Apartments;~~
 - ~~e. Condominiums; and~~
 - ~~f. Accessory dwelling unit. Manufactured Homes))~~
- B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot.
- 1. One short-term rental is allowed in a detached single-family structure, accessory dwelling unit, or an attached single-family structure. One short-term rental is allowed in one of the units of a duplex.
 - a. One short-term rental is allowed in both a detached or attached single-family structure and an accessory dwelling unit, subject to the owner occupancy requirements in [Section 17C.300.110\(B\) SMC](#).
 - 2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
 - a. Buildings that are fire sprinklered may have no more than thirty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
 - b. Buildings that are not fire sprinklered must go through the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in [17C.190.270 SMC](#).
 - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.

~~((B-))~~ C. Standards.

~~((1. — Maximum size. Maximum set through conditional use review.))~~

1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.

2. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:

a. ~~((Met))~~ Meets the current building code requirements for a sleeping room ~~((at the time it was created or converted))~~;

b. Meets current fire code requirements;

c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.

3. Number of residents and ~~((overnight))~~ guests. The total number of residents and ~~((overnight))~~ guests occupying a dwelling unit ~~((with a Type B short-term rental may be limited as part of a conditional use approval))~~ that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.

~~((4. Employees. Nonresident employees for activities such as booking rooms and food preparation may be approved as part of the review. Hired service for normal maintenance, repair and care of the residence or site, such as yard maintenance or house cleaning, is allowed. The number of employees and the frequency of employee auto trips to the facility may be limited as part of approval.))~~

~~((5. Services to guests and visitors. Serving alcohol and food to guests and visitors is allowed, subject to other county and/or state requirements.~~

~~6. Commercial meetings.~~

~~a. Commercial meetings. Commercial meetings, as defined above, are regulated as follows:~~

~~i. — In all other zones, the number of commercial meetings per year shall be determined as part of a conditional use review. The maximum number of visitors or guests per event will be determined through the conditional use review. Adjustments to the maximum number of meetings per year are prohibited.~~

~~b. Historic landmarks. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year. This does not count as a commercial meeting.~~

~~c. Meeting log. The operator must log the dates of all commercial meetings held, and the number of visitors or guests at each event. The log must be available for inspection by city staff upon request.))~~

~~((7. Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits. Structural~~

~~alterations may not be made that prevent the structure from being used as a residence in the future. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include installation of more than paving or required setbacks, and commercial-type exterior lighting.))~~

- ((8)) 4. Parking. [See Spokane Municipal Code Chapter 17C.230 Parking and Loading.](#)
- ((9)) 5. Advertising. All advertising for the short-term rental must include short-term rental permit number and is subject to sign requirements of [Chapter 17C.240 Signs.](#)

D. Permit Required. The owner or operator of a short-term rental must obtain a permit. The permit requires the owner and operator to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW.

1. Required information for permit.

- a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner, and an emergency contact.
- b. A short-term rental application and permit fee established by [SMC 08.02.066.](#)
- c. A copy of the owner's current City of Spokane business license.
- d. A site plan and floor plan.
- f. A completed and notarized Life Safety Compliance form.
- g. A signed attestation by an owner or authorized agent of an owner detailing how long the owner has operated the Short-Term Rental in the City of Spokane, and confirmation that they have paid actual or an equivalent amount of annual permit fees for the full time period of operation.

E. Renewal of and Revoking a Short-Term Rental Permit. A short-term rental permit must be renewed per the procedures in Chapter 04.04 SMC and can be revoked according to the outlined procedures for failure to comply with the regulations of this chapter.

1. A permit may be revoked for activities on site such as nuisances, littering, or public disturbance as listed under [Title 10 SMC.](#)
2. For revocation of permit the owner or operator receives one warning of violation. Non-compliance or a repeat of non-compliance in a 12-month period shall result in revocation of permit per a type two civil infraction as referenced in [SMC 01.05.160.](#)
3. When a short-term rental permit has been revoked, a new short-term rental permit will not be issued to the owner at that site for 2 years.

Section 6. That Section 17C.316.060 SMC is amended to read as follows:

Section 17C.316.060 Monitoring and Life Safety Review

~~((All short term rentals must maintain a guest log book. It must include the names and home addresses of guests, guest's license plate numbers if traveling by car, dates of stay, and the room assigned to each guest. The log must be available for inspection by city staff upon request.))~~

The City may inspect short-term rentals for compliance with Fire and Building code requirements and that the Life Safety Compliance form is accurately completed.

Section 7. That Section 17C.316.070 SMC is amended to read as follows:

Section 17C.316.070 Pre-Established Bed and Breakfast Facilities

~~((A. Nonconforming Use. Bed and breakfast facilities that were operating before June 14, 2006, which have not obtained a conditional use permit under [Chapter 17C.315 SMC](#), may continue to operate subject to the requirements and limitations in [SMC 17C.315.160.A.](#)))~~

((B.)) Bed and Breakfasts with a Conditional Use Permit. Bed and breakfast facilities operating under an approved conditional use permit may chose to operate under [Chapter 17C.315 SMC](#) or this Chapter.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

To:	City Plan Commission	
Subject:	Shaping Spokane Housing: Housing Action Plan Code Changes Phase 2 for Short-term Rentals	
Staff Contact:	Amanda Beck, AICP Planner II (509) 625-6414 abeck@spokanecity.org	Donna deBit, AICP Senior Planner (509) 625-6637 ddebit@spokanecity.org
Report Date:	May 4, 2023	
Hearing Date:	May 10, 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 Spokane Housing Action Plan and the City Council Implementation Plan. Proposed draft code would revise Chapter 17C.316, Short Term Rentals; amend Sections 08.02.034, Fire Code; 08.02.066, Zoning; and 08.08.010, Tax Levied; and adopt a new section 08.02.090, Short-term Rental License Fee. The proposed draft code has been developed to update permitting requirements for short-term rentals within the City, following vacation rental monitoring data to inform updates that reflect the current utilization of this accessory land use.

II. BACKGROUND

The 2021 Washington legislative session substantially amended the housing-related provisions of the Growth Management Act (GMA) through House Bill [HB 1220](#). Changes strengthened the GMA housing goal from “encourage the availability of affordable housing to all economic segments of the population” to “plan for and accommodate housing affordable to all economic segments of the population of this state.” The GMA housing goal still retains additional objectives to “promote a variety of residential densities and housing types, and encourage the preservation of existing housing stock.”

Approved in July 2021, the City adopted its [Housing Action Plan](#) (Res. 2021-0062) to guide implementation of policies within the Comprehensive Plan by identifying strategies to achieve our community’s housing needs and objectives. Spokane’s Housing Action Plan (HAP) identifies actions that the City and community partners can enact to encourage more housing options that create more homes for more people. The first phase of code changes acting on HAP strategies updated development requirements for accessory dwelling units, short plat notifications, and lot size transitions (Ords. C36224, C36225, and C36226). Continuing that work, city staff have drafted a comprehensive update of Chapter 17C.316 as well as related fees contained in Chapter 08 of the Spokane Municipal Code. The proposed changes are also guided by the City Council’s HAP [Implementation Plan](#).

This staff reports reviews the proposed code revisions for Phase 2 of the Housing Action Plan code amendments started in 2021. The code changes specifically align with the below noted HAP strategy about short-term rentals, and the City Council implementation actions.

- Housing Action Plan Strategy A3, “Continue to streamline and simplify changes to the City’s permit process, as necessary.”
- Housing Action Plan Strategy B5, “Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement.”
- City Council Implementation Plan Strategy 1.5, “Contract with a vendor to track real-time use of housing in the City as short-term rentals and enforce compliance with City business license laws.”
- City Council Implementation Plan Strategy 2.6, “Consider imposing an excise tax on short-term rental gross receipts to support housing programs that mitigate displacement of regular rental units.”
- City Council Implementation Plan Strategy 2.7, “Expand allowable zones for short-term rentals to match current actual usage to improve licensing compliance.”

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

As a follow-up to the Housing Action Plan (HAP), engagement efforts for Shaping Spokane Housing have built upon the extensive community outreach conducted for the HAP. Emphasis was placed on reaching existing permit holders, development stakeholders, and tourism stakeholders such as the Spokane Hotel and Motel Association. Outreach included an in-person and virtual open house, project webpage, and inclusion in the Shaping Spokane Housing newsletter that is delivered to over 350 stakeholders. A summary of engagement and outreach activities can be found in **Exhibit C**.

Below is a list of the major outreach and engagement activities held for short-term rentals under the Shaping Spokane Housing project:

- “[Next Steps for Housing Action Plan Implementation](#)” blog published on November 11, 2021
- Project webpage, <https://my.spokanecity.org/projects/shaping-spokane-housing/hap-phase-two/>, has been kept up to date with information about Plan Commission workshops, project progress, and public hearings.
- Presentation at the Land Use Subcommittee on November 18, 2021;
- Tabling at the Winter Market on December 15 and 22, 2021;
- Presentation at Community Assembly on January 6, 2022;
- Presentation to the Lincoln Heights Neighborhood Council on January 18, 2022;
- Virtual open houses on January 25 and 27, 2022;
- Presentation at the Land Use Subcommittee on February 17, 2022, and April 21, 2022;
- Presentation to the West Hills Neighborhood Council on April 12, 2022;
- Presentation to the University District Public Development Authority on April 12, 2022;
- Tabling at the Spring Market on April 6, 13, 20, and 27, 2022;
- In-person open house on April 11 and a virtual open house on April 13, 2023;
- Inclusion in the Community Assembly agenda packet for June 1, 2023;
- [Educational videos](#) shared in the City’s Community Update e-newsletter, on official City social media channels, and available on project webpage; and
- Updates in the Shaping Spokane Housing newsletter, sent to over 350 stakeholders.

The planning team has provided updates on the proposed code changes to elected and appointed officials, as well as to staff from other City departments and interested agencies.

- Regular meetings with Development Services Center staff to review proposed code language and potential implementation considerations, including the Fire Marshall and Building Official;
- Plan Commission workshop presentations on January 12, 2022; February 22, 2023; and April 26, 2023; and
- City Council study sessions on February 10 and May 5, 2022; and March 16, 2023.

PUBLIC NOTIFICATION AND 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.

This proposal was properly noticed pursuant to Section 17G.025.010(E). See **Exhibit B** for the SEPA Determination of Non-significance. Noted below are the public noticing activities:

- Notice of Intent to Adopt submitted to the Department of Commerce (March 2, 2023)
- Notice of Intent to Adopt pursuant to 17G.025.010 SMC, which included the SEPA Checklist, emailed to City departments, Local, County, Tribal, and State contacts (April 24, 2023)
- SEPA Determination of Non-significance (DNS) issued (April 24, 2023), the comment period ended on May 9, 2023
- Notice of Public Hearing for the Plan Commission was published in the *Spokesman-Review* on April 26 and May 3, 2023.

COMMENTS RECEIVED

Written comments received by the planning department by 12:00 p.m. on May 3 are included in **Exhibit D**.

IV. ANALYSIS

PROPOSAL DESCRIPTION

These City-initiated text amendments are proposed to update regulation of short-term rentals, or vacation rentals, according to strategies outlined in the adopted Spokane [Housing Action Plan](#) and the City Council [Implementation Plan](#). The proposed draft code has been developed to update permitting requirements for short-term rentals within the City, following vacation rental monitoring data reflecting the current utilization of this accessory land use, and aiding in updating regulations.

This proposal will amend Spokane Municipal Code: Section 17C.316.010, Purpose; 17C.316.020, Description and Definitions; 17C.316.030, Where These Regulations Apply; 17C.316.040 Type A Short-Term Rentals; 17C.316.050 Type B Short-Term Rentals; 17C.316.060, Monitoring; and 17C.316.070, Pre-Established Bed and Breakfast Facilities.

Additional amendments are being made to inspection fees for annual life safety compliance, updating permitting fees to align with proposed updated regulation of STRs, a proposed per night license fee, and a code clean up to clarify that an existing lodging excise tax also applies to short-term rentals. Those Spokane Municipal Code Sections are 08.02.034, Fire Code; 08.02.066, Zoning; 08.08.010, Tax Levied; and adopting a new section 08.02.090, Short-term Rental License Fee.

See **Exhibit A** for the draft ordinance with strike-through text and proposed changes.

SHORT-TERM RENTALS

The Spokane Municipal Code defines a short-term rental (STR) as “where a residential dwelling unit or bedrooms in a residential unit are rented to overnight guests for fewer than 30 days.” STRs are also defined with the 30-day limit in RCW 64.37.010. Currently, this accessory residential use is only permitted in residential zoning districts (RA, RSF, RTF, RMF, RHD).

Changes to chapter 17C.316 SMC respond to Strategies A3 and B5 of the Housing Action Plan, and the Strategies 1.5, 2.6, and 2.7. The changes proposed would:

- To improve permitting compliance, allow short-term rentals in all zoning districts where residential uses are permitted. This would create a path to compliance for the over 600 short-term rentals that are operating outside of current regulations.
- Differential between a property owner and a short-term rental operator.

- Recognize the potential difference in impacts to adjacent properties and therefore regulate STRs based on whether they are in a residential zone or any other zone, such as Downtown Core (DTC) or Community Business (CB).
- Only allow STRs in conforming residential or mixed-use buildings, and for the latter it must occupy the residential units within a mixed-use building.
- Propose a unit cap:
 - An accessory dwelling unit counts towards the maximum unit allowance on a lot.
 - For residential zones single-family detached and attached, and duplexes are allowed one unit. Multifamily or mixed-use buildings with three or more units are limited to 20 percent of total units being allowed as short-term rentals.
 - For non-residential zones single-family detached and attached, and duplexes are allowed one unit. Multifamily or mixed-use buildings with three or more units are limited to 30 percent of total units being allowed as short-term rentals.
- For structures that are fire sprinklered, or not required to by Building or Fire Code, they will no longer be required to complete the Change of Use process. Any permit wishing to go beyond the 30 percent cap in non-residential zones would be required to complete the Change of Use process to ensure life and safety of all occupants of the structure.
- For active permit holders, they will be allowed to continue their short-term rental permit as a grandfathered use. Any lapse of the permit, or an attempt to expand beyond the units or size approved in the permit will not be allowed.
- A notarized Life Safety Compliance form will be required to show egress and safety requirements.
- Annual inspections will be required for renewal.

PERMITTING AND INSPECTION FEES

To ensure that residents and guests are able to enjoy a safe visit while in the City, a requirement to complete an annual fire safety inspection is proposed. The fire inspectors will evaluate structures for compliance with both Building and Fire Code requirements, such as working smoke detectors, appropriate egress, and possible exiting hazards. To cover the staff costs of these additional inspections completed by the City's fire inspectors, the Fire Department would charge an inspection fee of \$105 per hour.

Also, to match the proposed changes of short-term rentals in residential zones versus non-residential zones, the permit fees in Section 08.02.066 have been modified from the Type A permit of \$150 and a \$100 annual renewal, to a residential STR permit of \$200 and the existing renewal fee. Type B STR permits, which functioned as sort of bed and breakfasts in what uses were allowed, are a Type III Conditional Use Permit and cost \$4,590 for the permit with a \$100 annual renewal fee. To mirror new language of vacation rentals in non-residential zones, this section has been amended to a permit fee of \$300 and maintains the \$100 renewal fee.

Acknowledging the continuing housing crisis, and the growing body of research that shows the correlation of increased short-term rental units and increases in both house and rental prices and a decrease in housing supply, staff have proposed a per night fee to offset the effect short-term rentals have on the City's legitimate interest in ensuring there is enough housing within city boundaries. As taxing authority is limited by the Legislature, a \$2.00 per night license fee to be collected by the vacation rental platform, and then reported and remitted to the Department of Revenue is being proposed. Vacation rental platforms that operate in the State of Washington are required to be licensed and registered to do business within the state, and the Department of Revenue already manages and disperses the lodging tax that vacation rental platforms are required to collect as well.

While not a fee, staff have completed a related code clean up in Section 08.08.010, Tax Levied, to clarify that the transient accommodations excise tax also applies to short-term rentals meeting the applicable requirements. Per RCW 67.28.181, the City may levy that tax so long as the total excise tax imposed is limited to 2 percent, or not greater than 12 percent when combined with all other taxes.

Applicable taxes paid for short-term rental uses include a 9 percent lodging tax for a lodging business that has less than 40 lodging units, and the 2 percent excise tax. Clarifying that short-term rentals are subject to that excise tax helps to ensure that competition from short-term rentals does not negatively impact the hotels and motels in the city, which pay separate lodging taxes of 8.8 percent, a special hotel/motel and convention and trade center tax of 3.3 percent, and the \$4 per unit per night assessment under the Tourism Promotion Area agreement between the County and the City.

Code language relating to taxes and fees will not be considered by Plan Commission. Information on the taxes and fees relating to the proposed update is included for informational purposes and is subject to change prior to Council action.

The proposed fee changes encompass:

- Annual inspections will be conducted by fire inspectors, similar to other inspections completed for permits issued by the Development Services Center.
- To ensure the Fire Department's budget is made whole given additional inspections being required, the existing fire inspection fee of \$105 per hour will also be charged for short-term rental inspections.
- Update short-term rental permit fees:
 - Type A becomes STRs in residential zones;
Currently a \$150 permit and \$100 renewal, proposed to be \$200 permit and \$100 renewal.
 - Type B becomes STRs in non-residential zones
Currently a Type III Conditional Use Permit costing \$4,590 and a \$100 renewal, proposed to be reduced to a \$300 permit and \$100 renewal.
- Vacation rental platforms will be required to collect a \$2.00 per night license fee for all short-term rental units within the City of Spokane, and then remit these fees on a quarterly basis to the Department of Revenue. This would be in addition to the lodging tax already imposed on short-term rentals.

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 each criteria. 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 F**.

17G.025.010(G) APPROVAL CRITERIA

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

Neighborhood Goal N 1 – The Downtown Neighborhood. *Recognize downtown Spokane as the primary economic and cultural center of the region and improve its viability as a desirable neighborhood in which to live and conduct business.*

Economic Development Policy ED 3.10 – Downtown Spokane. *Promote downtown Spokane as the economic and cultural center of the region.*

Staff Analysis: Vacation rental platform monitoring by the City's contracted consultant, Granicus, has provided data that clearly shows a predominance of short-term rentals available for booking in the downtown (see **Exhibit E**). The proposed changes of where short-term rentals are permitted aligns the municipal code with the actual usage occurring, while also supporting the variety of choices visitors have for accommodations when visiting the City. Creating a path to compliance for those units operating in downtown ensures visitor safety, a variety of accommodations, and generates permit fees to pay for increased monitoring and compliance from city staff. The proposed code changes support the downtown as the primary economic and cultural center of the region. Allowing short-term rental units in downtown helps to provide the downtown area with a market support base for its retail, services, restaurants, and entertainment venues.

Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers. *Encourage investments and create opportunities that increase the number of residents and workers in downtown Spokane.*

Economic Development Policy ED 8.3 – Recreation and Tourism Promotion. *Promote the region's outdoor amenities, recreational opportunities and tourism.*

Staff Analysis: Increasing the number of people in the downtown area provides the necessary number of patrons to maintain a healthy business climate, thereby increases the tax base and making more funds available for the provision of public facilities and services. More people in downtown also increase street level activity and can lessen crime by having more "eyes-on-the-street." Feedback from the development community has indicated that some area developers wish to utilize short-term rentals as a mechanism to finance projects, either as a revenue stream to repay construction loans, or as a revenue stream that can allow them to subsidize long-term market rate units within the same project. While they do have an impact on the long-term housing supply, short-term rentals can also help support infill investments in the downtown to encourage more housing, and therefore more people, and create a more vibrant regional center.

Housing Goal H 1 – Housing Choice and Diversity. *Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.*

Staff Analysis: The values of the Housing chapter are grounded around maintaining affordable housing, developing a good mix of housing types, encouraging housing for low-income residents, and preserving existing housing. Proposed short-term rental code changes recognize that staff have heard anecdotal evidence of property owners not renewing long-term leases in favor of making more money from short-term rentals, and as such a unit cap has been built into the proposed changes. By limiting the number of short-term rentals that are permitted in residential zones, the proposed code changes attempt to limit the impact of this accessory land use on the long-term housing supply for current and future residents. To limit potential impacts to surrounding residential properties, the proposed code allows short-term rentals in other zoning districts, such

as the Downtown Core, where the intensity of development and activities more easily absorbs more people or a shorter turnover of stays. The changes to how STRs are regulated clarifies the intent that the use is allowed, but is meant to be accessory in nature and not therefore the predominant use in the City's numerous neighborhoods.

Housing Policy H 1.21 – Development of Single-Room Occupancy Housing. Allow development of single-room occupancy units in downtown Spokane and in other areas where high-density housing is permitted.

Staff Analysis: The foundation of the goals and policies within the Comprehensive Plan were developed with the public's input during the Spokane Horizons public participation process began in 1995, to ultimately shape the 2001 version of the document. While vacation rentals were a use at this time, they had not spread beyond early adoption, and so this type of accessory land use was not one the Comprehensive Plan contemplated. While there are differences between a single-room occupancy structure and a short-term rental, they do share the crucial feature of short stays and for a different price point than a traditional hotel or motel. Because of the transient element to both single-room occupancies and short-term rentals, they do share some overlap. As discussed above, the development community has indicated that the ability to utilize some short-term rental units to finance infill development of housing or mixed-use buildings balances the impact this accessory use has on long-term housing with the need to fund more housing.

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

Staff Analysis: The proposed amendments closely follow guidance in State law, the Housing Action Plan, and the City Council HAP Implementation Plan. Changes to how and where short-term rentals are regulated will require that STRs are completing life and safety compliance forms, clarifies a process to ensure that residents or guests are staying in a safe structure, and as necessary structure improvements are required to comply with Building and Fire Code. These changes are consistent with the Comprehensive Plan and statutes protecting public health, safety, and the environment.

V. 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.

VI. 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, approval with modification, or denial of the requested code amendments to the Unified Development Code.

Staff **recommends approval** of the requested amendments and recommends that the Plan Commission adopt the facts and findings of the staff report.

VII. LIST OF EXHIBITS

- A. Proposed Draft Text
- B. SEPA Determination of Non-Significance
- C. Public Participation Summary
- D. Public and Agency Comments
- E. Short-term Rental Location Map
- F. Related Comprehensive Plan Goals and Policies

**Spokane Municipal Code Title 17C.316 Short Term Rentals
DRAFT TEXT**

SHORT-TERM RENTALS

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Section 17C.316.010 Purpose

This chapter provides the requirements and standards under which residential dwelling units may be used for short-term rental use in ~~((residential))~~ zones where residential uses are permitted. The regulations are intended to allow for a more efficient use of certain types of residential structures in a manner which keeps them primarily in residential use, and without detracting from neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

Section 17C.316.020 ~~((Description and))~~ Definitions

- A. ~~((Description.))~~ Short-term rental. A short-term rental ~~is where~~ means a lodging use, that is not a hotel or motel, in which a residential dwelling unit, or portion thereof, or bedrooms in a residential unit are ~~is~~ rented to overnight guests by a short-term rental owner or operator for a fee for fewer than 30 consecutive days. ~~There are two types of short-term rentals: A dwelling unit, or portion thereof, that is used by the same person for 30 or more consecutive days is not a short-term rental.~~
- ~~1. Type A. A Type A short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests, and no commercial meetings are permitted to be held in conjunction with use of a short-term rental. The Type A short term rental is an administrative permit.~~
 - ~~2. Type B. A Type B short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests and commercial meetings are held. The Type B short term rental requires a type III conditional use permit according to [Chapter 17G.060 Land Use Application Procedures](#).~~
- B. ~~Definitions. For purposes of this chapter, the following words have the following meanings:~~
- ~~((1. Commercial meetings. Commercial meetings include luncheons, banquets, parties, weddings, meetings, charitable fund raising, commercial or advertising activities, or other gatherings for direct or indirect compensation. Commercial meetings are prohibited with a Type A short term rental. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year; this is not considered a commercial meeting.))~~
- B. Short-term rental platform. A short-term rental or vacation rental platform (Platform) means a person that provides a means through which an operator may offer a dwelling unit, or portion thereof, for short-term rental use, and from which the person or entity financially benefits. Merely publishing a short-term rental advertisement for accommodations does not make the publisher a short-term rental platform.
- ~~((2))~~ C. Resident. An individual or family who resides in the dwelling unit. The resident can be the owner or operator of the short-term rental.

- ~~((3))~~ D. Operator. ~~((The owner or a person or entity that is designated by the owner to manage the short-term rental.))~~ Any person or entity that receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.
- E. Owner. For the purposes of this chapter, any person or trust, alone or with others, has title or interest in any building, property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and including any person who as agent, executor, administrator, trustee, or guardian of an estate has charge, care, or control of any building, dwelling unit, or portion thereof. A person whose sole interest in any building, dwelling unit, or portion thereof is solely that of a lessee under a lease agreement is not considered an owner.
- F. Primary residence. A dwelling unit occupied for more than six months each calendar year, as documented by driver's license, voter registration, utility bills, or other similar evidence.

Section 17C.316.030 Where These Regulations Apply

- A. The regulations of this chapter apply to short-term rentals in ~~((the following zones: RA, RSF, RSF-C, RTF, RMF, and RHD zones))~~ all zones where residential uses are permitted.
- B. In zones where Retail Sales and Service uses are allowed, limited, or conditional uses, short-term rentals may be regulated either as a Retail Sales and Service use or as hotel/motel if they do not meet the regulations and standards in this chapter.
1. All such applications must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC, and shall meet all applicable Building Code and Fire Code standards.

Section 17C.316.040 ~~((Type A))~~ Short-Term Rentals in Residential Zones

- A. ~~((Use-related regulations.))~~ Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building.
1. ~~((Permit required. A Type A short-term rental requires a Type A short-term rental permit per .040-C below.))~~ A short-term rental is an administrative permit.
- ~~((2.))~~ ~~Allowed structure type. A Type A short-term rental is allowed only in the following residential structure types:~~
- ~~a. Single-Family Residence;~~
 - ~~b. Attached house;~~

- ~~c. Duplex;~~
- ~~d. Apartments;~~
- ~~e. Condominiums; and~~
- ~~f. Accessory dwelling unit.~~
- ~~g. Manufactured Homes))~~
- 2. No commercial meetings are permitted to be held in conjunction with use of a short-term rental.
- B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot. The maximum number of short-term rental units within residential zones shall not exceed those listed below.
 - 1. A maximum of one short-term rental unit is allowed in a detached single-family residence, attached house, or duplex.
 - 2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
 - a. Buildings that are fire sprinklered may have no more than twenty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
 - b. Buildings that are not fire sprinklered must comply with current building and fire code regulations.
 - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.
 - 3. On lots where there is an accessory dwelling unit (ADU) in addition to the primary building, a short-term rental use in the ADU counts towards the maximum number of units.
- ~~((B))~~ C. Standards. ((The following standards apply to Type A short-term rentals. Adjustments are)) A variance to the following standards is prohibited.
 - 1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.
 - 2. Accessory dwelling units. ((On sites with an accessory dwelling unit, the resident can live in the primary or accessory dwelling unit and rent bedrooms in either dwelling unit.)) A short-term rental use may be established on a lot with an accessory dwelling unit subject to the following:
 - a. Lots in the Rural Agriculture (RA) and Residential Single-Family (RSF) zones with an accessory dwelling unit must be owner-occupied for more than six months of the year, in either the primary residence or the accessory dwelling unit. Only one of the units may be rented as a short-term rental.
 - b. In the Residential Two-family (RTF), Residential Multifamily (RMF), and Residential High Density (RHD) zones either the primary residence or the accessory dwelling unit may be rented as a short-term rental.

- i. Owner occupancy is not required in RTF, RMF, or RHD zones in either unit.
- ~~((2))~~ 3. Bedroom requirements. The City’s Building Official must verify that each bedroom to be rented to overnight guests:
- c. ~~((Met))~~ Meets the current building code requirements for a sleeping room ((at the time it was created or converted));
 - d. Meets current fire code requirements;
 - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
- ~~((3))~~ 4. Number of ((overnight)) residents and guests. The total number of ((adults occupying a dwelling unit with a Type A short-term rental may not exceed two (2) adults per bedroom)) of residents and guests occupying a dwelling unit that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4))~~ 5. ((Employees. Nonresident employees are prohibited. Hired service for normal maintenance, repair and care of the resident or site, such as yard maintenance or house cleaning, is allowed.)) Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits.
- a. Structural alterations may not be made that prevent the structure from being used as a residence in the future.
 - b. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include, but are not limited to, installation of additional on-site parking, commercial-type exterior lighting, and signage.
- ~~((5. Services to overnight guests and visitors. Serving alcohol and food to overnight guests and visitors is allowed, subject to other county and/or state requirements.))~~
6. Parking. See [Spokane Municipal Code Chapter 17C.230 Parking and Loading](#)
7. Advertising. All advertisements for the short-term rental must list short-term rental permit number and is subject to sign requirements of Chapter 17C.240 Signs.
- ~~((C.))~~ D. ((Type A Short Term Rental Permit)) Permit Required. The owner of a ((Type A)) short-term rental must obtain a permit ((from the Planning and Development Services Department)). The permit requires the owner to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW. ((, and document that the required notification requirements have been met:))
1. Notification. ~~((The owner must:))~~

- a. The owner or operator must ((Prepare)) prepare a notification letter that:
 - i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and
 - ii. Includes information on how to contact the owner or operator by phone.
- b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.
2. Required information for permit. ~~((In order to apply for a Type A short-term rental permit, the owner or operator must submit to the Planning and Development Services Department:))~~
 - a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner and emergency contact.
 - b. A short-term rental application and permit fee established by [SMC 08.02.066](#).
 - ~~((c. Proof of property insurance covering the property.))~~
 - ~~((d.))~~ c. A copy of the owner's current City of Spokane business license.
 - ~~((e.))~~ d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
 - ~~((f.))~~ e. A site plan and floor plan.
 - f. A completed and notarized Life Safety Compliance form.
- ~~((D.))~~ E. Renewal of and Revoking a ~~((Type A))~~ Short-Term Rental Permit. A ~~((Type A))~~ short-term rental permit must be renewed per the procedures in ~~((chapter 4.04))~~ [Chapter 04.04 SMC](#) and can be revoked according to the outlined procedures ~~((in chapter 4.04 SMC))~~ for failure to comply with the regulations of this chapter.
 1. ~~((In addition a))~~ A permit may be revoked for activities on site ~~((including))~~ such as nuisances, littering, or public disturbance as listed under Title 10 SMC ~~((under Chapter 10.08 Offences Against Public Health_Chronic or public disturbance in Section 10.08D.090 Public Disturbance Noise)).~~
 2. For revocation of permit the owner or operator receives one warning of violation. ~~((In the case of non-compliance))~~ Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in ~~((1.05.160))~~ [SMC 01.05.160](#).
 3. When a ~~((Type A))~~ short-term rental permit has been revoked, a new ~~((Type A))~~ short-term rental permit will not be issued to the owner at that site for 2 years.
- F. Existing Approved Permits and Unit Caps. Existing approved short-term rental permits, which were active and approved prior to July 1, 2023, shall be allowed to grandfather the short-term rental use subject to the below requirements.

1. The short-term rental permit must be active and approved prior to July 1, 2023.
2. If the permit is not renewed a new short-term rental permit will be required and the unit cap stated in 17C.316.040(B) will be applicable.
3. A grandfathered short-term rental permit may not further expand their short-term rental use beyond what is existing in the approved permit, nor may it expand beyond what would be permitted under 17C.316.040.

Section 17C.316.050 ((Type B)) Short-Term Rentals in Other Zones

A. ~~((Use-related regulations.))~~ Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building. All other structures must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC.

~~((1. Conditional use permit. A Type B short-term rental requires a Type III conditional use permit according to Chapter 17G.060 Land Use Application Procedures. The approval criteria are stated in SMC 17C.320.080 F, Institutional and Other Uses in Residential Zones.))~~

~~2. Allowed structure type. A Type B short-term rental is allowed only in the following residential structure types:~~

~~a. Single Family Residence;~~

~~b. Attached house;~~

~~c. Duplex;~~

~~d. Apartments;~~

~~e. Condominiums; and~~

~~f. Accessory dwelling unit. Manufactured Homes))~~

B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot.

1. A maximum of one short-term rental unit is allowed in a detached single-family residence, attached house, or duplex.

2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:

a. Buildings that are fire sprinklered may have no more than thirty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.

b. Buildings that are not fire sprinklered must go through the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC.

c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.

3. On lots where there is an accessory dwelling unit (ADU) in addition to the primary building, a short-term rental use in the ADU counts towards the maximum number of units.

~~((B-))~~ C. Standards.

~~((1. Maximum size. Maximum set through conditional use review.))~~

1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.

2. Accessory dwelling units. A short-term rental use may be established on a lot with an accessory dwelling unit and owner occupancy is not required.
- ~~((2-))~~ 3. Bedroom requirements. The City’s Building Official must verify that each bedroom to be rented to overnight guests:
- a. ~~((Met))~~ Meets the current building code requirements for a sleeping room ~~((at the time it was created or converted))~~;
 - b. Meets current fire code requirements;
 - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
- ~~((3-))~~ 4. Number of residents and ~~((overnight))~~ guests. The total number of residents and ~~((overnight))~~ guests occupying a dwelling unit ~~((with a Type B short-term rental may be limited as part of a conditional use approval))~~ that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4. Employees. Nonresident employees for activities such as booking rooms and food preparation may be approved as part of the review. Hiring service for normal maintenance, repair and care of the residence or site, such as yard maintenance or house cleaning, is allowed. The number of employees and the frequency of employee auto trips to the facility may be limited as part of approval.))~~
- ~~((5. Services to guests and visitors. Serving alcohol and food to guests and visitors is allowed, subject to other county and/or state requirements.~~
- ~~6—Commercial meetings.~~
- a. ~~Commercial meetings. Commercial meetings, as defined above, are regulated as follows:~~
 - i. ~~In all other zones, the number of commercial meetings per year shall be determined as part of a conditional use review. The maximum number of visitors or guests per event will be determined through the conditional use review. Adjustments to the maximum number of meetings per year are prohibited.~~
 - b. ~~Historic landmarks. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year. This does not count as a commercial meeting.~~
 - c. ~~Meeting log. The operator must log the dates of all commercial meetings held, and the number of visitors or guests at each event. The log must be available for inspection by city staff upon request.~~
- ~~((7))~~ 4. Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits.

- a. Structural alterations may not be made that prevent the structure from being used as a residence in the future.
 - b. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include, but are not limited to, installation of ~~((more than paving or required setbacks))~~ additional on-site parking, ((and)) commercial-type exterior lighting, and commercial signage.
- ~~((8))~~ 5. Parking. [See Spokane Municipal Code Chapter 17C.230 Parking and Loading.](#)
- ~~((9))~~ 6. Advertising. All advertising for the short-term rental must include short-term rental permit number and is subject to sign requirements of [Chapter 17C.240 Signs.](#)
- D. Permit Required. The owner or operator of a short-term rental must obtain a permit. The permit requires the owner and operator to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW.
- 1. Notification.
 - a. The owner or operator must prepare a notification letter that:
 - i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and
 - ii. Includes information on how to contact the owner or operator by phone.
 - b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.
 - 2. Required information for permit.
 - a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner, and an emergency contact.
 - b. A short-term rental application and permit fee established by [SMC 08.02.066.](#)
 - c. A copy of the owner's current City of Spokane business license.
 - d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
 - e. A site plan and floor plan.
 - f. A completed and notarized Life Safety Compliance form.
- E. Renewal of and Revoking a Short-Term Rental Permit. A short-term rental permit must be renewed per the procedures in [Chapter 04.04 SMC](#) and can be revoked according to the outlined procedures for failure to comply with the regulations of this chapter.
- 1. A permit may be revoked for activities on site such as nuisances, littering, or public disturbance as listed under [Title 10 SMC.](#)

2. For revocation of permit the owner or operator receives one warning of violation. Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in [SMC 01.05.160](#).
3. When a short-term rental permit has been revoked, a new short-term rental permit will not be issued to the owner at that site for 2 years.

Section 17C.316.060 Monitoring and Life Safety Review

~~((All short-term rentals must maintain a guest log book. It must include the names and home addresses of guests, guest's license plate numbers if traveling by car, dates of stay, and the room assigned to each guest. The log must be available for inspection by city staff upon request.))~~

The City may inspect short-term rentals for compliance with Fire and Building code requirements and that the Life Safety Compliance form is accurately completed.

Section 17C.316.070 Pre-Established Bed and Breakfast Facilities

- ~~((A. Nonconforming Use. Bed and breakfast facilities that were operating before June 14, 2006, which have not obtained a conditional use permit under [Chapter 17C.315 SMC](#), may continue to operate subject to the requirements and limitations in [SMC 17C.315.160.A](#).)~~
- ~~((B.))~~ Bed and Breakfasts with a Conditional Use Permit. Bed and breakfast facilities operating under an approved conditional use permit may chose to operate under [Chapter 17C.315 SMC](#) or this Chapter.

Spokane Municipal Code Chapter 08.02 Fees and Charges
DRAFT TEXT

INSPECTION AND PERMITTING FEES

Section 08.02.034 Fire Code	13
Section 08.02.066 Zoning	17
Section 08.02.090 Short-term Rental License Fee	18

Section 08.02.034 Fire Code

A. Storage Tanks.

The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty eight dollars.
2. Installation of above ground storage tank, per tank:
 - a. More than sixty but less than five hundred gallons: two hundred seventy six dollars.
 - b. Five hundred gallons or more: four hundred fifty dollars.
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars.
4. Placement of tank temporarily out of service: two hundred ten dollars.
5. Alteration or repair of a tank: two hundred seventy six dollars.

B. Installation of Fire Protection/Detection Equipment.

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

BID AMOUNT (Valuation)	PERMIT FEE	PLAN CHECK FEE
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50
\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25
\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730
\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
<p>For valuations of \$500,001 and over, fees are calculated as follows:</p> <p>Permit Fee: Valuation multiplied by 0.0165</p> <p>Plan Check Fee: 65% of permit fee.</p>		

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal.

3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a Class 1 civil infraction may be issued.

4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent of the paid permit fee when no work has been done under an issued permit.

5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

6. Inspections.

The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a fire department registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars for:
 - a. sprinkler systems,
 - b. standpipe systems,
 - c. alarm systems,
 - d. rangehood systems,
 - e. inert gas extinguishing systems,

- f. spray booths, and
- 2. Nineteen dollars for private fire hydrants.
- D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is one hundred five dollars per hour with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Building and multi-family inspections will be charged according to building area per the table below:

	Building Area (sq. ft.)	Fee
A	0 – 1,500	\$44
B	1,501 – 3,000	
C	3,001 – 5,000	
D	5,001 – 7,500	
E	7,501 – 10,000	
F	10,001 – 12,500	\$202
G	12,501 – 15,000	
H	15,001 – 17,500	
I	17,501 – 20,000	
J	20,001 – 30,000	

K	30,001 – 40,000	\$355
L	40,001 – 50,000	
M	50,001 – 60,000	
N	60,001 – 70,000	
O	70,001 – 100,000	
P	100,001 – 150,000	\$512
Q	150,001 – 200,000	
R	Over 200,000	

E. Reinspections.

The fee for conducting reinspections is one hundred five dollars per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the fire department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible and a return visit is required.

F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

Section 08.02.066 Zoning

Unless an action is initiated by the city council, the fees for approvals under the zoning code are:

- A. Staff preparation of a notification district map and associated documents: One hundred fifty dollars.
- B. Type I application: One thousand eighty-five dollars. In the case of building and construction permit applications, the fee is based on Article III of this chapter.

- C. Type II application, except preliminary short plats with minor engineering review: Four thousand three hundred twenty-five dollars plus sixty dollars per each additional acre.
- D. Type II application for preliminary short plats with minor engineering review: One thousand eighty-five dollars.
- E. Type III application: Four thousand five hundred ninety dollars plus one hundred ten dollars per each additional acre.
- F. Site plan review and/or modification: Eight hundred fifteen dollars plus five hundred fifty dollars per each additional increment of ten acres of site or portion thereof.
- G. Optional consolidated project review: Four thousand three hundred twenty-five dollars plus two hundred fifteen dollars for each additional acre.
- H. Planned unit development bonus density or final planned unit development:
 - 1. Bonus density: Additional eight hundred eighty dollars if bonus density is sought.
 - 2. Final planned unit development: Three thousand two hundred ninety-five dollars.
- I. Any temporary use permit: Six hundred seventy-five dollars.
- J. Floodplain development permit: Nine hundred dollars plus fifty-five dollars per each additional acre.
- K. Establishment of a front yard setback that is more or less than the depth required by the zoning code: Eight hundred ten dollars.
- L. Accessory dwelling unit permit: Six hundred fifty-five dollars.
- M. Formal written interpretation of the zoning code: Five hundred eighty dollars.
- N. Any other matter not listed above that requires a public hearing before the hearing examiner: One thousand eight hundred ninety-five dollars.
- O. A fee of eighty-five dollars per hour may be charged to cover the cost of a particular planning staff service for the applicant that greatly exceeds the above fee or is not covered by the fees listed above.
- P. Short Term Rental Permit – ~~((Type A))~~ In residential zones: ((One)) Two hundred ~~((fifty))~~ dollars. The annual renewal for a ~~((Type A permit))~~ short-term rental unit in a residential zone is one hundred dollars.
- Q. Short Term Rental Permit – ~~((Type B))~~ In all other zones: ((Four thousand five hundred ninety)) three hundred dollars. The annual renewal for a ~~((Type B permit))~~ short-term rental unit in zones, except residential, is one hundred fifty dollars.

Section 08.02.090 Short-term Rental License Fee

There is levied a charge on the furnishing of short-term rental lodging located in the City of Spokane, a quarterly fee based on the total number of nights booked for each short-term rental listing through a short-term rental platform (Platform).

- A. Platforms shall pay \$2.00 per night booked through the Platform.

- B. The per night booking fee shall be calculated and remitted on a quarterly basis by the Platform.
- C. If a Platform fails to provide complete information the City's Chief Financial Officer or designee may estimate the quarterly per night booking fee and issue an assessment.

**Spokane Municipal Code Chapter 08.08 Lodging Tax
DRAFT TEXT**

LODGING EXCISE TAX

Section 08.08.010 Tax Levied 20

Section 08.08.010 Tax Levied

Under the authority of chapter 67.28 RCW, there is levied a special excise tax upon the sale, charge or furnishing of lodging or the granting of any similar license to use real property by any hotel, rooming house, tourist court, bed and breakfast facility, motel, trailer camp, short-term rental and other transient accommodations in the City of Spokane. The special excise tax imposed pursuant to RCW 67.28.181 shall expire in 2043.



NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(s): Housing Action Plan Code Changes Phase 2 – Short-term Rentals

PROPONENT: City of Spokane

DESCRIPTION OF PROPOSAL:

Continuing the series of City initiated development code amendments to the Unified Development Code (UDC) under the [Shaping Spokane Housing](#) program, city staff have prepared a new draft code amendment that updates Chapter 17C.316, Short-term Rentals. Given that for sale and for rent housing units have been constrained locally for the past several years, the proposed code amendment takes action on the following Housing Action Plan strategy:

- B5, “Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement.”

As well as the following City Council HAP Implementation Plan strategies:

- Strategy 1.5, “Contract with a vendor to track real-time use of housing in the City as short-term rentals and enforce compliance with City business license laws.”
- Strategy 2.6, “Consider imposing an excise tax on short-term rental gross receipts to support housing programs that mitigate displacement of regular rental units.”
- Strategy 2.7, “Expand allowable zones for short-term rentals to match current actual usage to improve licensing compliance.”

A concurrent code amendment will increase inspection fees to cover annual fire inspections for life and safety purposes, as outlined in 08.02.034 SMC, as well as updating zoning permit fees in 08.02.066. Clarification on excise tax collection will be added to Section 08.08.010, and a new Section 08.08.025, Short-term Rental Platform Fee, will be added with these amendments.

This proposal will amend Spokane Municipal Code (SMC): 17C.316.010, 17C.316.020; 17C.316.030; 17C.316.040; 17C.316.050; and 17C.316.060 to update regulations with the changing nature of short-term rental uses and to create a path to compliance for existing units operating without a permit. Concurrent amendments to fees will be made in Sections 08.02.034 and 08.02.066, as well as Section 08.08.010 and adding a new Section 08.08.025, Short-term Rental Platform Fee. The exact amendments to the code are available online at the following address: <https://my.spokanecity.org/projects/shaping-spokane-housing/hap-phase-two/>.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: This proposal has a City-wide impact

LEAD AGENCY: City of Spokane



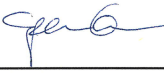
DETERMINATION:

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 12:00 p.m. on May 9, 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: April 24, 2023 **Signature:** 

Date	Name/Event
11/18/2021	Land Use Committee of the Community Assembly
12/12/2021	Plan Commission workshop
12/17 & 12/22/2021	Winter Market at Riverfront Park (approximately 120 visitors)
1/6/2022	Community Assembly
1/18/2022	Lincoln Heights Neighborhood Council
1/25 & 1/27/2022	Virtual Open Houses (respectively, 29 and 35 participants)
2/10/2022	City Council study session
2/17/2022	Land Use Committee of the Community Assembly
4/6, 4/13, 4/20, 4/27/2022	Spring Market at Riverfront Park (approximately 190 visitors)
4/12/2022	University District Public Development Authority
4/12/2022	West Hills Neighborhood Council
4/21/2022	Land Use Committee of the Community Assembly
5/05/2022	City Council study session
2/22/2023	Plan Commission workshop
3/16/2023	City Council study session
4/11 & 4/13/2023	In-person and Virtual Open Houses (approximately 7 participants)
4/26/2023	Plan Commission workshop
6/1/2023	Community Assembly agenda packet inclusion

Substantive Public Comments Received as of 05/03/2023

	Date	Name	Topic(s)	Page
1	1/14/2022	Todd Sullivan	ADU size, ADU parking, Short-term rentals	2
2	2/18/2022	Toni Sharkey	SEPA, Short-term rentals, Duplexes, Attached Homes	3
3	2/22/2022	Craig Hunt	Short-term rentals (STR)	9
4	4/6/2022	John Schram	Short-term rentals, Duplexes, Attached Homes	10
5	4/21/2022	Will Maupin	Code changes for housing	11
6	4/22/2022	Gene Brake	ADU, STR, Duplex	13
7	5/12/2022	Joan Hunt	STR, Other	15
8	4/3/2023	Karen Riley	STR	28
9	4/10/2023	Liza Mattana	STR and Fees	30
10	4/24/2023	Yolanda Herr	STR, Other	32
11	5/3/2023	Randy Abrahamson	STR	34

Beck, Amanda

From: Planning Services Development Code
Sent: Friday, January 21, 2022 3:45 PM
To: Todd Sullivan
Subject: RE: ADU Comments from a Home Builder

Hi Todd,

Thank you for providing public comment concerning the proposed revisions to ADU regulations. This is now part of the public record for the project, and will be shared with the Plan Commission at the public hearing. We really appreciate your insightful and informed comments- in our research we've noticed that trend to increase the size for an ADU.

We are still exploring the range of code alternatives for accessory dwelling units. Plan Commission has another workshop to discuss this as well as duplexes, attached homes, and lot size transitions at their January 26th meeting that begins at 2:00 pm. If you're able or interested in attending, [the agenda](#) has the Webex login information. If not, it will be uploaded to the City's [Vimeo](#) soon after the meeting.

Thank you,
 Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II
 509-625-6414 | main 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Todd Sullivan <toddsull@live.com>
Sent: Friday, January 14, 2022 9:19 AM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: ADU Comments from a Home Builder

[CAUTION - EXTERNAL EMAIL - Verify Sender]

As a home builder in the Spokane, Coeur d'Alene and Hayden region, we have been designing proposed ADU's in the Kootenai County for the last 2 years.

My recommendations that stem from my experience in Kootenai is as follows:

- Increase ADU size to 1,000. This provides an ADU with 2 bedrooms and 1 bathroom. Our typical ADU design will have on bedroom acting as an office.
- Require the ADU to match the primary home roof system. This will minimize chaotic design and integrate better with the property and neighborhood. If not, you will have shed roof ADU's as it's cheap to build and the result will be sheds in the backyard.
 - Drive around Coeur d'Alene and look at all the ADU's that are negatively impact the aesthetics of the neighborhood.
- Require 1 parking spot on the property. This is important as the ADU will likely become a rental or unit for family. Parking on-street creates havoc and congestion.
- Short term rentals are an issue. Coeur d'Alene has numerous ADU's for the AirBnB market. In the summer, it becomes hectic with parties, crowds, etc. The owners use the ADU's as additional revenue sources. An ADU

within walking distance to the lake can produce \$75,000 plus in revenue per year if properly managed. I don't have an opinion if that should be a factor, but it's important to understand.

If interested, I'm always available for comment and discussion.

Thanks,
Todd Sullivan
Sullivan Homes
(208) 755-1017
todd@sullivanhomespnw.com

Sent from [Mail](#) for Windows

Gwinn, Nathan

From: Gwinn, Nathan
Sent: Tuesday, February 22, 2022 4:59 PM
To: 'Antonia DePasquale'
Subject: RE: Housing Ordinance

Good afternoon Toni,

Thanks for your comments. I will combine this with the others and add to the record for the file.

Yes, the Council could ultimately choose to adopt all or part of the amendments. Yes, please send the link.

Nate

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
 509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Antonia DePasquale <depasquale5@yahoo.com>
Sent: Friday, February 18, 2022 8:56 PM
To: Gwinn, Nathan <ngwinn@spokanecity.org>
Subject: Re: Housing Ordinance

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good evening Nate, I was trying to be more supportive and open minded about the ordinance last night. The city of Spokane SEPA notifications are so transparent to the citizens, it is refreshing. In the valley notifications are the size of a piece of paper or found in the newspaper, so there are a lot of folks upset that there are so many apartments that happen so quick there.

Short term rentals folks hate them and they hate them with a passion, well 80% do, the 10-20% that are making a cash love them.

Is that piece of the ordinance to get a little more accountability, so we can do a moratorium or a reduction? At Friday Harbor (is where we are at right now ;-) there's a moratorium on them and they have to give a pretty high percentage to the San Juan Island Land Trust.

So when Council votes, can they vote on certain pieces of the ordinance? Because there are some pieces that I do support, having more housing opportunities for home ownership. And the parking in back I like! Less curb cuts so we can add more trees & green, I like!

I printed this out a couple months back, you may want to change the language highlighted, it makes it seem like duplexes are only rentals.

Making sure that you're in the know about the legislation Andy Billig is working on about developing on undeveloped space? If not, I can send you a link? We could add 40,000 residents to our downtown if there were more developments: high rise condo, retail, apartments, townhomes penthouse OK too!

Nov. 10, and joint Study Session with City Council on Thursday, Nov. 11.

The Housing Action Plan identified potential first steps necessary to address housing affordability. Following any code revisions, **residents could see new types of housing in their neighborhoods**. For example, one recommendation that could be included is the introduction of small-scale duplex development in areas where single-family houses are more common. A duplex is a building that contains primary homes for two families living independently on a single lot. **Additional duplex development would give renters more housing options, increasing overall supply in the community.** However, in allowing additional duplex development as part of this first phase of code changes, design standards and neighborhood compatibility will be taken into consideration.

In many established neighborhoods, the City expects little physical change on any given block. But on a larger scale and in growing neighborhoods, **the ability for additional owners or developers to choose to build duplexes, accessory dwelling units, and attached housing is part of a coordinated strategy to provide greater relief and economic opportunity** to residents facing

Sent from my iPhone

On Feb 9, 2022, at 1:47 PM, Gwinn, Nathan <ngwinn@spokanecity.org> wrote:

Good afternoon Toni,

Thanks for your message. I will add it to the public record for the file.

To respond to the question you asked about encouraging ownership, yes, the proposals are designed to work to provide more options for all incomes and both homeownership and rental tenancies. For example, the attached housing (townhouse) proposals involve the possibility of separate fee-simple ownership. Allowing more than two attached houses with a common wall, and potentially smaller attached houses, could be introduced together with the changes to allow duplexes in additional locations, advancing more ownership options for that kind of housing in all neighborhoods.

I am also looking forward to the discussion at the Land Use Committee next week.

Nate

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Antonia DePasquale <depasquale5@yahoo.com>

Sent: Sunday, February 6, 2022 2:43 PM

To: Gunderson, Dean <dgunderson@spokanecity.org>; Gwinn, Nathan <ngwinn@spokanecity.org>; Beggs, Breean <bbeggs@spokanecity.org>; Kinnear, Lori <lkinnear@spokanecity.org>; Greg Francis <gfrancis1965@yahoo.com>; Robert Flowers <mr_mouse@comcast.net>; Tanya Starkel <tanya@avenuestonerealestate.com>

Subject: Housing Ordinance

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Afternoon Council Members, President and interested parties. I hope all had a nice weekend.

In meeting with RNC, members last week, I received a couple follow up e-mails. We have a few concerns about the new proposed housing and infill ordinance:

We all know we need housing, but home/condo/duplex Ownership (not just a rental market) is critical for any community to thrive and get ahead.

Nate, are there any pieces in the ordinance that encourage home ownership (not just rentals)? I also look forward to hearing about the Design Standards proposed at Land Use meeting next Thursday, thank you for coming.

Personally, I am not interested in an ordinance that makes a few rental market investors from Wall Street richer (see link) and I ask that my Council members and President look into this aspect as well, thank you.

<https://youtu.be/cOEZ2Csxxu8>

Thank you for listening,
Toni Sharkey

Sent from my iPhone

Beck, Amanda

From: Beck, Amanda
Sent: Thursday, February 24, 2022 1:22 PM
To: Craig Hunt
Subject: RE: support for short term rentals

Hi Craig,

Thanks for your interest in the short-term rental code amendment and the [Shaping Spokane Housing](#) project. I will include your support for the short-term rental code change in the public comment record, which will be shared with Plan Commission at the public hearing.

Right now the draft code is in a sort of holding pattern, as we've heard a lot of push back from the public over concerns this is expanding a use that is negatively impacting the housing supply. So, we're trying to come up with some additional draft code options that might address these concerns, and the interaction of short-term rentals and accessory dwelling units. Once we have additional options we would take them back to Plan Commission for a workshop before the public hearing process.

Thank you,
 Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II
 509-625-6414 | *main* 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Craig Hunt <craigthunt@gmail.com>
Sent: Tuesday, February 22, 2022 2:36 PM
To: Beck, Amanda <abeck@spokanecity.org>
Subject: support for short term rentals

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Amanda,

I'm wondering if you have any updates regarding the proposed allowance for short term rentals in "all" zones? I'm supportive of the proposed change to the code, which would allow short term rental in areas where residential use is already permitted.

Thanks for your time,
 Craig Hunt

From: [John Schram](#)
To: [Planning Services Development Code](#)
Subject: Short term rental reedback
Date: Wednesday, April 6, 2022 11:34:12 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please eliminate all short term rentals in Spokane County. This will immediately free up hundreds of rental units for those that wish to make/keep Spokane their permanent home. Let's employ basic economic principles to increase supply and keep housing in the affordability range. There is already adequate space in our existing hotel inventory for visitors.

John Schram

From: [Planning Services Development Code](#)
To: "Will Maupin"
Subject: RE: Shaping Spokane Housing Update Comments
Date: Friday, April 22, 2022 9:37:00 AM

Hello Mr. Maupin,

Thanks for your comment. I will add it to the public record for the phase 1 topics, and it will be shared with the Plan Commission at the public hearing for the first 3 topics – accessory dwelling units, lot size transition, and short plats – and with the City Council at its future, unscheduled public hearing. The Plan Commission’s hearing is tentatively scheduled for May 11, 2022 at 4 pm.

When the agenda for the May 11 hearing is posted, you can find meeting information on the [Plan Commission webpage](#). We will continue to update the project webpage as public hearings are scheduled and new efforts are announced.

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
 509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Will Maupin <willmaupin@gmail.com>
Sent: Thursday, April 21, 2022 12:43 PM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: Shaping Spokane Housing Update Comments

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello, thank you for updating me on the updates to the city's approach to the housing crisis. What I see from the city is an approach. It's nothing close to a solution.

According to a report on KXLY last night, the average home price in Spokane County increased by \$30k over the past month. ONE MONTH. A friend bought a house on the lower south hill in 2018 for \$220k. Zillow estimates it could go for \$428k today. If \$220k was his max budget today, there are two homes currently listed in Spokane he could afford. Two.

This is a crisis. People who have lived in Spokane for most of their lives, who grew up here, can't afford to live here anymore. I had to re-sign my apartment lease this spring, and my rent increased by 50%. There is an old, cheap motel on 3rd that has been converted to studio apartments leasing for \$1,200+. If you earn the median income for the county, those apartments would take more than 30% of your total income. Respectfully, you can't continue farting around with phase 1.

The longer the city fails to accept this, the worse it will get. Look at the fringes of the city limits now, where development regulations are more lax. What's being built there? Totally unsustainable, completely car-dependent developments that look like the "multifamily housing midsize apartment building" on the graphic in the update, and that's well outside of phase 1.

Those won't even solve the problem, and on top of the help they do provide, they exacerbate other problems like traffic (have you tried getting around the Southgate neighborhood anytime between 2 and 6 p.m. lately?) and climate change. They're a two steps forward, one step back situation.

It's time for big and active change. In the update I saw the word "encourage" once, and it was about townhouses. The city is exploding, cost of living is skyrocketing, and the only thing you're going to "encourage" is a few more townhouses? You're going to "allow" duplexes in more zones? Cool. Go further. Encourage them, too. And then go further than that.

Change the comprehensive plan.

Make owning a surface parking lot in the city center (which looks like swiss cheese from all of those) less appealing than developing it into high density housing. "Encourage" high density urban housing.

Apply the principles of Vancouverism to the Centers and Corridors plan, and expand the plan. Then "encourage" it. In recent years we've seen buildings demolished on the Ruby/Division couplet and be replaced with things like a Panda Express and a sprawling gas station. Encourage density in places like that to the point it would be financially stupid for a developer to build one story nonsense.

Expand where airbnbs are allowed? Ban them all together.

I know there is more red tape and more bureaucratic hurdles to this process than I could ever understand. So I appreciate the fact that this process is underway at all. But I'm frustrated. I grew up here, I've spent almost my entire adult life here, and I can barely afford to stay. I have a good job, and earn good money. Two years ago, before the pandemic hit and this all blew up, I could've bought a good house in a nice neighborhood. The homes I looked at then are being listed now for literally hundreds of thousands of dollars more than they were just two short years ago. Spokane used to lose so many of its best people to bigger, more vibrant cities. Now it's going to start losing those who stayed to places they can afford, like the Tri-Cities or somewhere awful.

Thank you for your work, and know it is appreciated. But please, we need to go so much further.

- Will Maupin

From: [Planning Services Development Code](#)
To: [Gene Brake](#)
Subject: RE: Shaping Spokane Housing
Date: Tuesday, April 26, 2022 2:48:00 PM

Hi Gene,

Thanks for your comment. I will add it to the public record for all of the phase 1 topics, and it will be shared with the Plan Commission at the public hearing for the first 3 topics – accessory dwelling units, lot size transition, and short plats – and with the City Council at its future, unscheduled public hearing. The Plan Commission’s hearing is scheduled for May 11, 2022 at 4 pm.

When the agenda for the May 11 hearing is posted, you can find meeting information on the [Plan Commission webpage](#). We will continue to update the project webpage as public hearings are scheduled and new efforts are announced, and I have added the genebrake.re@gmail.com address to the contact list for notice of future opportunities.

Sincerely,

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
 509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Gene Brake <genebrake.re@gmail.com>
Sent: Friday, April 22, 2022 10:34 PM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: Shaping Spokane Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I do not support several parts of Phase 1 of the Housing Action Plan. I oppose and will actively work against any effort to expand Short Term Rentals, allow ADUs without the owner occupancy requirement and include duplexes in all Residential zones unless there are some limitations.

All three of these proposals will negatively impact housing availability, promote additional escalating home prices and negatively impact neighborhoods by encouraging out of area investors.

All of these will exacerbate the housing shortage and lead to net loss of affordable housing and more homeless neighbors.

Thank you,
Gene Brake
www.genebrake.com

www.corbinpark.net

509-981-5555



601 W 1st Ave, Ste 1400
Spokane, WA 99201

"IMPORTANT NOTICE: Never trust wiring instructions sent via email. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct."

Beck, Amanda

From: Joan Hunt <craigandjoanhunt@gmail.com>
Sent: Thursday, May 12, 2022 12:44 PM
To: Beck, Amanda
Subject: Re: Support for short term housing changes

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Thanks so much, Amanda.

I'm more than willing to contribute anything more if I can; I know this is challenging and efforts are being made to try to address many needs and concerns at once.

I have genuine concern that statements such as those made by Lori Kinnear and Breann Beggs in the recent Inlander article contribute to the public's perception that short term housing use is negatively impacting the local housing supply. Especially "affordable" housing, which is a topic that is in itself complex and I would venture to guess, most of the public does not understand in its true definition as outlined by HUD.

I am also very concerned that our leadership seems ill-informed as well, and I am writing to Council President Beggs and Members Kinnear and Wilkerson, who are in my district, in an effort to provide my perspective as a small business and rental property owner.

Thank you for your work; I appreciate it as well as your communication.

Sincerely,
Joan

On Thu, May 12, 2022 at 12:29 PM Beck, Amanda <abeck@spokanecity.org> wrote:

Hi Joan,

Thank you for providing public comment in support of short-term rental code changes under the [Shaping Spokane Housing](#) project. These comments have been added to the public record, and will be included with the staff report to Plan Commission when a public hearing is scheduled.

You very thoughtfully lay out the complications of being a community landlord, and how the Covid pandemic impacted our housing market the past two years. We appreciate your perspective on this issue as we haven't heard as much on this topic from landlords.

Right now the draft code is in a sort of holding pattern, as we've heard a lot of push back from the public over concerns this is expanding a use that is negatively impacting the housing supply. The City is working to come up with additional draft code options that might address these concerns. Once we have additional options we would take them back to

Plan Commission to workshop the language before the public hearing process. To help inform the workshop, we'll include comments received to date about short-term rentals to aid the Plan Commission in discussion on additional language.

Thanks for your investment and time as a landlord in Spokane.

Thank you,

Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II

509-625-6414 | main 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Joan Hunt <craigandjoanhunt@gmail.com>
Sent: Thursday, May 12, 2022 9:39 AM
To: Beck, Amanda <abeck@spokanecity.org>
Subject: Support for short term housing changes

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello, Amanda.

We are writing as property owners who are in support of allowing short term housing in areas of Spokane that are currently zoned commercial or carry other zoning designations where residential housing can occur or is currently occurring. Our property is one 8-unit, mid-century apartment building on the lower South Hill. We also co-own one short term condo unit in a residential area. We do not fall into the category of a home-owner with a single room to rent, nor a "big corporate Airbnb" investment operator seeking to set up tens or hundreds of units in the downtown core. We are neither a solution to homelessness nor a threat to hotels.

Over the last years of the pandemic, property owners, particularly those of us who are small business owners and have a single apartment building with fewer than 10 units, have been hit very hard with the burden of supporting our citizens who are renters by keeping them housed and preventing more homelessness. The state's more than 20-month long rent moratorium, along with the post-pandemic RCW's governing how we may manage our property have left many of us with increased debt, damaged property, lost revenue, legal debt, and now, post-moratorium, the costs of repairing damaged units, or simply doing deferred maintenance on our property during a very high inflationary period. (This, of course, is one reason rents have gone up again...our cost of business has gone up as well.)

Allowing short term housing in a building such as ours that is currently zoned Commercial/RO, would have zero negative impact on our neighborhood, where the bulk of other buildings are also residential units (including one large SNAP apartment building across the street) and allow us to create even more positive impact. Unlike long-term rentals, short term housing allows us to better maintain our property, monitor the use and safety of our units, keep safety risks and damage to a minimum, and actually improve the surrounding neighborhood. We know what it takes to run our business and we feel we should have the ability to decide if short term units would help us, and how many we would need to incorporate in our building to gain that benefit.

Long term residential property management always has challenges, but became particularly difficult during the pandemic. 2 of 8 units in our building housed tenants who stopped paying rent, didn't apply for rent relief, damaged our property, and posed safety risks to others in the building and the construction workers employed on a building renovation next to our property. However, because of the prevailing state moratorium, we could not get an attorney to take our case in order to evict these tenants and even if we could have retained someone, we were told the timeline for the process would be very costly and take about 6 months if they were successful. (These were not frivolous cases; in one case, a gun was fired on two occasions on the property, and in the other, a worker was physically assaulted by our tenant, charges were pressed, and the police took the tenant to jail.) We lost other tenants in our building because of these 2 people, and when we finally were able to get the difficult tenants to vacate, we found thousands of dollars in damage in their units. (Including one broken brand new window; because of supply shortages, we had to wait 3 months just to receive the glass to repair it, which of course meant we had more lost revenue with an empty unit.) We were unable to recover any of the lost rent because the tenants moved, so we didn't qualify for any programs that were available for rent recovery. **This is just one story, but there are many like this from other owners as well.**

Short term housing can be a way for us to supplement our income to support our properties. I am not talking about drastically increasing our monthly personal income from this, I am speaking about the need for income to simply maintain and pay our bills in order to hold on to our property. Yes, down the road we hope this increased income will become a retirement income, but still very modest by many standards. But what crime is in that - that is, to be responsible for one's own future by maintaining a small, high-quality business?

The State and City continually characterize the disease of homelessness as one that residential rental property owners somehow are responsible for curing, and now the City Council is apparently getting lots of input from those who advocate for the unhoused that changing short term rules will create even more problems, and that it shouldn't be allowed or at least should be heavily restricted or taxed even more. Selecting an arbitrary number of allowed short-term rental units in a building, or increasing fees to implement short term housing in the same, suggests that those making the rules have any idea of the economics of owning and managing a property. The intent of the State, and now our City Council, to lay the burden of homelessness at our feet is unconscionable. This problem has been around and growing since the financial crisis of 2008. Even though Spokane offers an incredible number of support options for homeless individuals, the fact that the City hasn't, even with all the non-profits, been able to come up with viable, LONG-TERM solutions to this issue, is no reason to turn to small property owners to take this burden from them. And it is farce to believe that the problem simply stems from a lack of housing. Restricting short term rentals, and increasing costs for property owners who choose this option is NOT the solution to this complex problem. Recognition is never given to the positive advantages that good quality, long and short-term housing provides in our area.

As small business owners with rental property, we create local jobs. We hire local, independant cleaners for cleaning our properties, and pay them more than twice the current minimum wage. We treat them with respect, we help them grow their businesses, (many are younger moms who want to create their own small businesses), and help them grow their hard and soft professional skills. We hire local companies to renovate and repair our property, we use a local professional property manager, and we hire a small painting company owned by a senior to do our painting (and all this at prevailing wages). We keep our property in excellent condition, it is safe, clean and monitored by us daily and we live nearby so we respond to any needs very quickly. We pay taxes, we give back to our community through charitable giving, and we spend our dollars locally with other small businesses in Spokane. We do our exterior property upkeep (lawn upkeep, snow removal, landscaping, cleaning up parking areas etc) ourselves and hire our high school aged niece and nephew to help us. We also co-own one short term condo rental unit in a residential area, and we do the same for that business. And in all this, we also pay our utility bills, our mortgages, our property taxes and for the short term rental, our city lodging and business taxes. Anyone who thinks that small business owners are lining their pockets with this work, has either

never had the opportunity to talk with an owner or do this work themselves. I also challenge anyone to suggest that we tell grocery store owners, lawyers, retailers, restaurant owners or other small business owners that they have to be taxed more or limited in how they do their work because homeless persons need food, clothing and legal representation, and therefore these business owners must take on the weight of this problem.

The need for shorter term housing is real; traveling professionals doing contract work, entertainers who come to present the Best of Broadway series, families going through divorce needing housing, persons traveling to Spokane for medical care or visiting loved ones in the hospital, small groups or families traveling together, and travelers coming to spend money on tourism activities in our city are just some examples of people who want and need housing options. Hotels do not provide for the needs of every group. **And for what it may be worth, the taxes short term operators pay to the City are not insignificant.** It is not easy work, but it is satisfying to provide quality housing, to represent our city well, and improve our neighborhoods by our investment in them. We are not the terrible people we are often made out to be in news stories, nor are we mega landlords or absentee owners. (However, many local owners who were forced to sell their small rental properties during the pandemic, did indeed sell to cash investors from out of town...another sad loss created by the State, by legally binding property owners to subsidize non-paying tenants while offering no immediate balance of relief to owners, resulting in property owners who could not pay their bills being forced to sell.)

So often, property owners are cast as terrible "landlords" or "slum lords" while the homeless are cast as victims who have only come to their sad fate through no fault of their own; this is unfair to both groups, as both are diverse groups of individuals with varied needs and desires. This "good people, bad people" dynamic is simply an old trope that doesn't stand up and it is frustrating to read newspaper stories that represent such simplistic images. Of course it sells papers and makes the City look good to continue to engage in these myths (the latest story in [The Inlander](#) and quotes by Council President Beggs and Council Member Lori Kinnear are perfect examples). But the truth is that limiting short term housing, or increasing costs to those of us small owners who want to engage in it, is not a solution.

Obviously, we are in favor of expanding and modernizing the rules of short term housing. Please recognize that this method of housing is needed, it is a help to small business owners like we are, it supports investment in our local community, and it fills a need that does not exist in long term housing or hotels.

The changes brought into play by the pandemic have and will continue to shape the way people live, and it would benefit our community to recognize the larger narrative of how and why that is happening, in order to recognize the value and opportunity available in expanding short term housing options. This needs to happen concurrent with, but not as a threat to devising real, long term solutions to this problem of under housed people. We feel sure there is enough intelligence and imagination in our community to make this happen in the form of a win-win situation.

Thank you for your work on these changes; in our two conversations with individuals in the City Planning Department, we are encouraged by the level of thoughtful, intelligent work that has been done by your department to move this issue forward.

Respectfully,

Joan and Craig Hunt

Spokane

Beck, Amanda

From: Joan Hunt <craigandjoanhunt@gmail.com>
Sent: Friday, May 13, 2022 3:21 PM
To: Beggs, Breean
Cc: Kinnear, Lori; Wilkerson, Betsy; Beck, Amanda; Gardner, Spencer
Subject: Re: Short Term Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Morning, President Beggs.

Thank you for your reply. I am in agreement that updating the short term rental policies is necessary and I appreciate that all voices will be considered and I look forward to a possible forum.

With regard to your statement about other people just like me who say they see larger impact to adjoining properties - I'm not exactly sure what you mean by "just like me" since I am a property owner and I'm guessing that those who may complain of negative impacts are **not** the owners/operators of short term housing? For my part I can, without a doubt, say that the quality of my experience as an owner, and the safety and quality of life in my building as it relates to those who live there have improved with the addition of shorter term guests. There hasn't been any increase in vehicle traffic or number of people in my building, but the quality of guests are professional, quiet, and there with a specific purpose. They are courteous, follow our house rules, and express appreciation for having pleasant accommodations that suit their needs.

The fact that there are many single-family unregistered/unlicensed properties is interesting; I agree it needs to be remedied. If they are operating in residential zones that already have a pathway for registration, then I believe they should be enforced and I hope that is one area that could potentially be addressed right away, even prior to code changes.

I would not have an issue registering if I were allowed to have a short term unit in my zone, and since I am currently doing a monthly rental, I treat it as I do the long-term leases. However, because of the structure of the platform, we do pay all applicable short-term housing taxes to the city. If those unregistered residences were paying comparable taxes, would those funds, along (with all the other revenue from short-term rentals) be available to put toward your affordable housing fund?

Thanks again for your reply; I know this is a mult-faceted issue and I hope the solutions can address the needs of all.

Joan

On Fri, May 13, 2022 at 7:51 AM Beggs, Breean <bbeggs@spokanecity.org> wrote:

Thanks so much Joan. We are attempting to gather all the feedback from as many stakeholders as possible to guide as as we do what is best for the entire City. Your well articulated perspective will be very helpful. Once we have an actual proposal on the table, we will also likely schedule some type of public engagement forum where we can hear from you and others in real time.

I do want to point out that the eviction moratorium imposed by the State expired last year and I don't see it coming back. The City Council also distributed tens of millions of dollars in rental assistance to landlords to mitigate some of the losses they experienced during that moratorium. I also don't see regulation of short term rentals as a solution for homeless individuals, because they need below market housing. I have heard many concerns from people just like you that short term rentals do pose larger impacts to adjoining properties than regular rentals; and, that the loss of market rate housing is making it more difficult for everyday families to find vacant rental housing.

Last I checked, there where almost 800 single family market rate residential units being diverted into short term rentals. Only a fraction of them where actually registered and licensed with the City. It seems appropriate to update our polices and enforcement and I look forward to your continued input.

Best,

Breean Beggs

From: Joan Hunt <craigandjoanhunt@gmail.com>

Sent: Thursday, May 12, 2022 3:54 PM

To: Beggs, Breean <bbeggs@spokanecity.org>; Kinnear, Lori <lkinnear@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>

Subject: Short Term Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Council President Beggs, and Council Members Kinnear and Wilkerson,

I am writing in response to the current conversation about changes to the City Code governing short term rentals and specifically to points brought up in the May 5, 2022 article in The Inlander, "Spokane may consider tweaking its Airbnb policy - if it can figure out what the current one is"

My husband and I are property owners who are in support of allowing short term housing in areas of Spokane that are currently zoned commercial or carry other zoning designations where residential housing is currently occurring. Our property is one 8-unit, mid-century apartment building on the lower South Hill in a Commercial/RO zoning. We have been told by City Planning that based on our zone, we can enter into leases of 30 days, but no less, so we have 2 units in our building that we have furnished and offer for extended stays and advertise through Airbnb. We also co-own one condo unit (for the last 9 months), in a residential area northwest of Kendall Yards that is currently a licensed short-term rental advertised through Airbnb. We do not fall into the category of a home-owner with a single room to rent, nor a "big corporate Airbnb" investment operator seeking to set up tens or hundreds of units in the downtown core. **We do**

our best to set our rents at rates that allow us to maintain our property, pay our mortgage and taxes, pay the professionals we have to hire to do work for us, pay our professional property management company, and create some reserve for unexpected expenses, but the economics of that do not make it possible for us to charge 'affordable housing' rates as defined by the local housing authority. So we don't fall into a category of those who, if they set up a short term rental, would be denying affordable housing by doing so.

In the 4 years we've owned the property, we have taken less than \$6500 a year from the property for personal income. In that same time, we have had to make improvements and updates to the interiors of every unit in our building as well as do roof repair and chimney repairs, replace all windows, siding, railings, stairs and decking, and prune large trees. This was because when we purchased the property from my dad's estate, he and my mom had provided low rental rates (if not officially "affordable housing"), for so long, that they could not manage to keep up with the severe needs of the building, and the deterioration and resulting costs for repair and maintenance were overwhelming. The same tenants who my mom would provide birthday cards and Christmas cakes for, told us they did not report maintenance issues for fear that "our rent would be raised", which is pretty frustrating to hear, but reveals a bit of a not-uncommon mindset that we've encountered with tenants. Two of these tenants lived in the building for more than 20 years each and when we took on the building, we were dismayed at the amount of damage that existed from tenant neglect. We have done this work because we care about it, we believe we are good at it, we enjoy contributing to the neighborhood, and hope that one day it supplements our income. However, if we have an opportunity to make our lives smoother by having the option of diversifying our mix of rental options, and that allows us more income, we would like to take it.

We are also among small property owners who sustained financial losses during the more than 20-month rental moratorium. Specifically we had 2 tenants who stopped paying rent, would not apply for assistance, posed physical threats to others in the building and to workers next door to our building, and whom we could not evict because even with "just cause", no attorney would take our cases during the moratorium. Even if they had, we were told it would be very costly, and because of state laws, would take 6 months or more to go through the process of eviction. When one of these tenants finally went to jail for assaulting a construction worker next door to our building, he decided to flee town after he was released so we got our apartment back. Our cost to repair damage to the unit was \$4000, we had to wait 3 months for the glass to replace a broken window so lost time to re-rent the unit, and the tenant left owing \$2400 in unpaid rent that we could not recover. The other tenant whose "friends" visited her often, and for whom the police and paramedics were called 3 separate times for drug overdoses, and who twice fired a gun on our property, was finally convinced by our property manager to move. She left damages that cost \$3500 to repair and unpaid rent in the amount of \$2200. Because of this one tenant's

behaviour and our inability to evict her, we lost 2 other good tenants, two of whom we let out of their leases without penalty because we also feared for their safety and in good conscience could not expect them to stay when we no longer had the ability to do what was needed to provide a safe environment.

This backstory leads to why we are supportive of opening up other zoning areas to shorter-term units; our property is already being used for residential purposes, it has no negative impact on the neighborhood, we can provide a needed housing opportunity, we have more control over who is in our property, we have the freedom to immediately remove anyone who poses a danger, we have the ability to keep our units maintained by being in them more frequently and cleaning them regularly, the rent money is guaranteed prior to occupancy, we don't have the problem of squatters, and the additional income helps us keep up with rising costs for maintaining our property. With regard to costs, as an example, over the past 4 years our cost to renovate a unit has more than doubled. In 2018 we paid \$22,000 to update a 65 year-old 1 bedroom unit and today it will cost us \$48,000. The economics of keeping up a property, while paying usual costs such as professional management, mortgage, utilities, taxes, and maintenance simply do not allow us to charge the 'affordable housing' rates desired for our underhoused population. If we supplement our long-term rates with the shorter-term ones, it eases our burden and gives us a path toward a more stable business model.

President Beggs, in the Inlander article, you suggest charging additional fees of \$15 per night for short term rentals to fund affordable housing "since these units are taking away affordable housing". How do you know if these units would be priced as affordable housing by the owners if they were long-term housing versus short-term? I am aware of at least 7 studio studio units downtown currently rent for \$1000/month with \$50/month utility costs. And, if someone has to park a car, the rates are \$100/month in lots next to these buildings. If I'm correct, these costs are not consistent with affordable housing. So to assert that all units downtown are going to be affordable housing seems incorrect. Additionally, some of these units that I'm aware of are in very old buildings that have had to have extensive renovation or remodeling work to bring them to code in order for them to be habitable. Especially with inflation and supply chain issues, this is currently extremely costly work. Based on my experience as a business owner, I would guess it is not possible to charge lower rent on these units and be able to justify doing the necessary work to create this housing.

Unless the article is incorrect, it sounds like you may be thinking that needed changes will affect only two categories of persons; "big corporate Airbnb's" and "small-time homeowners renting out their rooms". I am neither of those entities, and my property is not in the downtown core. So to limit my ability to discern what works economically for me in my 8-unit building on the lower South Hill, by creating an ordinance limiting my ability to operate one unit as a short term unit because I already co-own another short term unit across town doesn't address my needs, and seems completely arbitrary; I am curious to know on what economic facts are you basing this suggestion.

Further, Council Member Kinnear, you are quoted as saying "We have almost 800 Airbnbs around"... "almost the same number of homeless in our city". Perhaps this quote is not contextualized correctly, but it sounds like you are saying that short-term housing is the reason 800 persons are unhoused in Spokane. If so, it's hard to believe that anyone who had looked into homelessness and its complexities, and anyone who had talked with rental property owners would be able to make such a correlation. And I personally feel it's a very misleading statement and a disservice to anyone reading this article who really cares about the issues and is looking for guidance about how to take a position on it.

It's also interesting that there is rarely a mention of the fact that beyond "tourism", short-term housing provides a service for a segment of the population for whom hotel stays or long term rentals don't work. Traveling professionals, health-care workers on contract, persons traveling to Spokane for extended health care, or to attend to or visit family members in the hospital for extended time, families who need intermediate housing while in the process of divorce, professionals coming to Spokane to perform in productions such as the Best of Broadway series or youth sports events all need and want options other than hotels. Additionally, those of us who have decided to offer short term housing through Airbnb pay taxes that benefit the region and state, collected and disbursed by Airbnb. From the Airbnb Site:

Airbnb [*collects and pays*](#) a number of taxes on your (the owner's) behalf, including:

- *The Washington Combined Sales Tax*
- *Special Host/Motel Tax*
- *Convention and Trade Center Tax*
- *Regional Transit Authority Tax*
- *Tourism Promotion Area Charges in the State of Washington*

All locally imposed taxes on transient lodging will be collected on reservations in Washington. The Special Hotel/Motel Tax is typically 1-5% of the listing price including any cleaning fees for reservations 29 nights and shorter. Other local taxes vary and are only applicable in certain cities and counties.

As small business owners who have long-term rentals as well as one short-term, we create local jobs. We hire local, independant cleaners for cleaning our properties, and pay them more than twice the current minimum wage. We treat them with respect, we help them grow their businesses, (many are younger moms who want to create their own small businesses), and help them grow their hard and soft professional skills. We hire local companies to renovate and repair our property, we use a local professional property manager, and we hire a small painting company owned by a senior to do our painting (and all this at prevailing wages). We keep our property in excellent condition, it is safe, clean and

monitored by us daily and we live nearby so we respond to any needs very quickly. We pay taxes, we give back to our community through charitable giving, and we spend our dollars locally with other small businesses in Spokane. We do our exterior property upkeep (lawn upkeep, snow removal, landscaping, cleaning up parking areas etc) ourselves and hire our high school aged niece and nephew to help us. We also pay our utility bills, our mortgages, our association dues and our property taxes. In our shorter term units, we provide a positive, high-quality, personal experience of Spokane hospitality which reflects well on our city. It is not necessarily always easy work, but it can be meaningful and satisfying.

Over the last 3 years, it seems like the intent of the State, and now our City Council, is to lay the burden of homelessness at our feet. In reality, this problem has been around and growing since the financial crisis of 2007-08, and the resulting fallouts from predatory lending activities have left long-lasting, complex and far-reaching problems that demand significant creativity, collaboration, and ongoing dedication to resolve for the long term. So expecting that private owners of residential rental property could suddenly have the power and responsibility to significantly impact this difficult issue is unfair and naive. Imagine trying to tell grocery store owners, restaurateurs, automobile sellers, lawyers, clothing retailers, or other small business owners who have something to offer the underhoused, that they have to be taxed more or limited in how they do their work because homeless persons need food, clothing, transportation, or legal representation, and therefore these business owners must take on the weight of solving this problem in the way that property owners, especially over the last 3 years, have been asked to.

Please consider the long-term breadth of impact your decision making will have on varied members of this community. The changes brought into play by the historic housing crisis, and then the pandemic, have and will continue to

shape the way people live, work, and engage in community, and we benefit by recognizing the larger narrative of how and why changes are happening, in order to recognize the value and opportunity available in expanding short term housing options. I believe this can happen concurrently with, but not as a threat to devising real, long term solutions to this problem of under housed people, and that it can happen via a win-win situation.

Thank you for your service to our community, and for your willingness to look at this meaningful issue.

Sincerely,

Joan Hunt

From: [Planning Services Development Code](#)
To: [Karen Riley](#); [Planning Services Development Code](#)
Cc: [deBit, Donna](#)
Subject: RE: AirBnB
Date: Monday, April 10, 2023 11:21:34 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hi Karen,

Thank you for providing public comment about the proposed [Short-term Rental changes](#).

The proposed changes are not meant to keep people from operating a short-term rental if they choose to. One of the main points is to update the code so that properties which are offering vacation rentals without the appropriate business license and permit, or in a zone that currently doesn't allow it, can come into compliance.

Short-term rentals do have an effect on the supply of long-term housing options in our city, but we know that people also use them to say, pay the construction loan for a detached accessory dwelling unit they've built or to cover their mortgage payment, or to pay a loan for a multifamily project they've constructed.

Please feel free to reach out if you have any questions or further comments. We're also holding a virtual open house this week if you would like to join:

Thursday, April 13, 2023 from 5:30 – 6:30 p.m.

Participate via video link on your computer:

- [Join meeting on Microsoft Teams](#)
- Meeting ID: 296 703 689 75
- Password: umVE27

Thank you,
Amanda

Amanda Beck, AICP | City of Spokane | Planner II

509-625-6414 | main 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Karen Riley <karenriley98@gmail.com>
Sent: Monday, April 3, 2023 3:43 PM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: AirBnB

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please consider that many people rent out a portion of their home for additional income. That is way different than purchasing a property for the exclusive use as an AirBnB.

From: [Planning Services Development Code](#)
To: [Liza Mattana](#); [Planning Services Development Code](#)
Cc: [deBit, Donna](#)
Subject: RE: Airbnb, VRBO city policy discussion
Date: Monday, April 10, 2023 11:34:36 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hi Liza,

Thank you for providing public comment about the proposed [Short-term Rental changes](#). The City does charge for short-term rentals (STR), we require a business license and approval of a STR permit, and there is an annual renewal fee if you wish to continue the use. In our proposed changes we are increasing those to make sure we are covering costs.

Short-term rentals do have an effect on the supply of long-term housing options in our city, and we want to prioritize long-term rentals. We recognize that some property owners also utilize STRs to pay back the construction loan for a detached accessory dwelling unit, to cover their mortgage payment, or to pay a loan for a multifamily project they've constructed. So, it's a fine balance of trying to limit the possible negative impact with the possible positive ability to fund new housing units or support existing residents.

Please feel free to reach out if you have any questions or further comments. We will record the open house and post the video on the project webpage (linked above) so you can watch it if you're interested.

And, your comment will be part of the public record once we go to public hearing with the Plan Commission and the City Council.

Thank you,
Amanda

Amanda Beck, AICP | City of Spokane | Planner II

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From: Liza Mattana <lizamattana@gmail.com>
Sent: Saturday, April 8, 2023 7:29 AM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: Airbnb, VRBO city policy discussion

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi

I won't be able to make this Thursday but wanted to provide comments

I think the city should charge fees for short term rentals. Not sure how, but i think it should be charged often enough or at a high enough rate that these kinds of rentals are discouraged. Priority for housing should be for city residents. if the impact of fees or taxes isn't felt, investors will buy up inventory further keeping housing out of reach for residents. fees would be used to help make housing more affordable in the city.

Also, another thought...Can the city charge fees to people that own houses in the city that are not their primary residence?? We live on 26th Ave just west of Bernard. On our block we have three houses that are largely unoccupied, except for a few days out of the year. One owner lives in Alaska, one in the west side of Washington and another in California. Can the city tax these properties? Then use the money to offset high rents or other ways to make housing more affordable. I think there is significant money to be gained to help folks. There are several homes, especially in our neighborhood on the south hill, that are unoccupied second, or even third and fourth homes.

Thanks for taking the time to read these comments. Hope it adds to the discussion.

Liza Mattana

453 W 26th Ave, Spokane, WA 99203

From: [deBit, Donna](#)
To: [yolanda Herr](#)
Subject: RE: Short Term Rental Code Updates - Housing Action Plan Ph. 2
Date: Monday, April 24, 2023 12:12:00 PM

Hi Yolanda,

Thanks for your comment. I'll add your comment to our record for the Short-Term Rental updates. Please feel free to reach out with any questions you may have in the future!

Thank you,



Donna deBit | Associate Planner | City of Spokane Development Services Center
 Desk [509.625.6637](tel:509.625.6637) | Cell [509.530.0814](tel:509.530.0814) | spokanecity.org

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I will be on maternity leave beginning May 15th, 2023

From: yolanda Herr <louiesfarmhome@gmail.com>
Sent: Friday, April 21, 2023 11:25 PM
To: deBit, Donna <ddebit@spokanecity.org>
Subject: Re: Short Term Rental Code Updates - Housing Action Plan Ph. 2

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Have you ever thought that stricter laws to protect home owners would probably have people not be running g toward a short term rental. The current laws are ridiculous and it makes people who have worked hard not trust to rent out their home and help with what you call a problem. I had thus home as a rental but because of your laws they squatted...moved in people not on the lease caused me to spend thousands that I didn't have (law makers seem to think people with rentals are rich. Which is not true) to get them out. . I feel the state has taken their responsibility and pushed it off into rental owners . To allow someone to not pay rent fir half a year and not protect tge owner us horrible...now no one's wants to do this anymore and now you have a problem. Here is an idea make better laws to protect owners and you would not have this problem. There problem fixed. Your welcome!

On Fri, Apr 21, 2023 at 3:19 PM deBit, Donna <ddebit@spokanecity.org> wrote:

Good afternoon!

You're receiving this email because you have an active City of Spokane Short Term Rental Permit **OR** have had one in the past.

You've likely seen short-term rentals (e.g. Airbnb, VRBO) in the news nationally for their possible impacts on long-term housing supply. In response to how this alternative lodging option has grown in popularity, Planning staff have been working on changes to provide for the orderly and safe provision of short-term rentals in Spokane. **Short-term rentals** are residential units (e.g. bedrooms, basements, entire dwellings) that the property owner rents to a guest for periods of **less than 30 days**.

Currently, short-term rentals (STRs) are only allowed in residential areas of the city and require a permit, which ensures the STR is operated in a safe manner that does not significantly affect the residential nature of the neighborhoods. Operating STRs in non-residential zoning districts changes the building use to a hotel/motel.

What are the proposed changes under Shaping Spokane Housing? ([Click to read draft](#))

- Expand where STRs may be located – such as in the downtown core and other non-residential zoning districts. This creates a path to compliance for existing units operating without permits.
- Cap the number of units by structure type. Low-density residential structures (single-family detached homes, duplexes) are limited to one STR unit. Structures with three or more units in residential zones are limited to 20% of the total units being rented out as STRs, and in non-residential zones will be limited to 30% of the total units.
- Establish annual life safety inspections through the Fire Department and require a notarized Life Safety Compliance form for new or renewing permits.
- Permit fees are changing to match the proposed regulation updates:
 - STRs in residential zones will pay \$200 and \$100 for their annual renewal;
 - STRs in non-residential zones will pay \$300 and \$150 for their annual renewal

Existing STRs that have a current permit will be allowed to grandfather their existing units. Those grandfathered permits would not be allowed to add more units, and go further out of compliance with changed regulations, or if the STR use was stopped and a new permit obtained your property would be subject to the new provisions for unit caps. This provision is being added to the proposed changes following comments from public outreach (it is not included in the draft on the website as this is being newly added).

Please feel free to email DevelopmentCode@spokanecity.org with any questions related to the proposed changes, or visit our webpage at [HAP Phase 2 - City of Spokane, Washington \(spokanecity.org\)](https://www.spokanecity.org/HAP-Phase-2-City-of-Spokane-Washington)

Thank you!



Donna deBit | Associate Planner | City of Spokane Development Services Center

Desk [509.625.6637](tel:509.625.6637) | Cell [509.530.0814](tel:509.530.0814) | spokanecity.org

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I will be on maternity leave beginning May 15th, 2023



Spokane Tribe of Indians
Tribal Historic Preservation Office
 P.O. Box 100 Wellpinit WA 99040

May 3, 2023

To: Amanda Black, Planner II

RE: Home Action Plan Code Changes Phase 2-Short Term Rentals

Ms. Beck,

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 "*housing action plan code changes phase 2 -short term rentals*", 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.

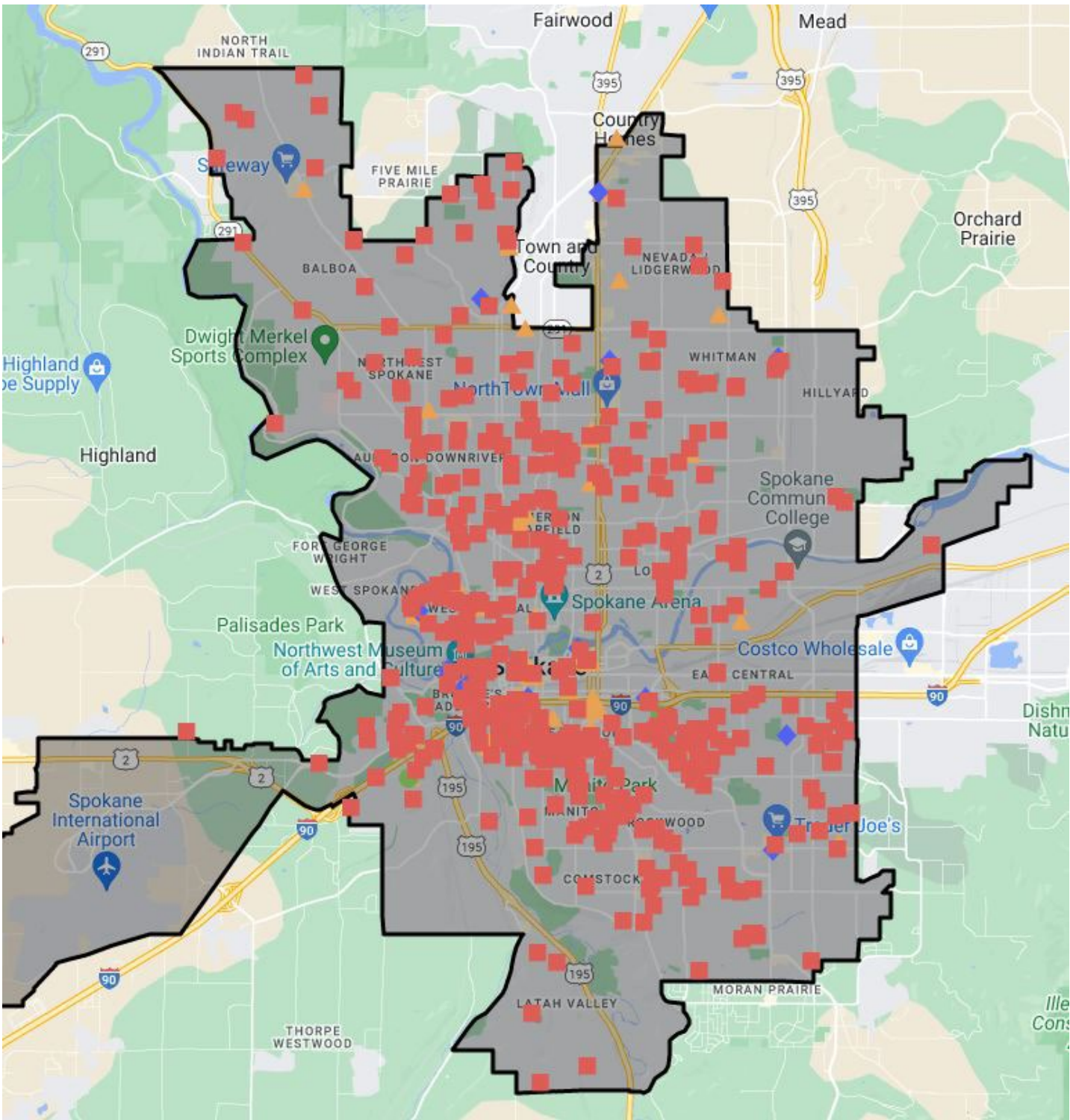
Should additional information become available or scope of work change our assessment may be revised.

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



Short-term rentals active as of May 2, 2023
Total active listings: 648

NEIGHBORHOOD GOAL N 1 – THE DOWNTOWN NEIGHBORHOOD.

Recognize downtown Spokane as the primary economic and cultural center of the region and improve its viability as a desirable neighborhood in which to live and conduct business.

Neighborhood Policy N 1.1 – Downtown Development. *Develop downtown Spokane as the primary economic and cultural center of the region and provide a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents.*

Discussion: Develop downtown Spokane as the primary economic and cultural center of the region and provide a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents.

URBAN DESIGN AND HISTORIC PRESERVATION GOAL DP 4 – DOWNTOWN CENTER VIABILITY.

Create a vital, livable downtown by maintaining it as the region's economic and cultural center and preserving and reinforcing its historic and distinctly urban character.

Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers. *Encourage investments and create opportunities that increase the number of residents and workers in downtown Spokane.*

Discussion: Increasing the number of residents and workers in the downtown area provides the necessary number of patrons to maintain a healthy business climate, which increases the tax base, making more funds available for the provision of public facilities and services. More people in downtown Spokane can increase street level activity and can lessen crime by having more “eyes-on-the-street.” Supporting investments and opportunities is not only a benefit to developers and property owners, but to the general public as well, which can enjoy a safer, thriving business district.

ECONOMIC DEVELOPMENT GOAL ED 3 – STRONG, DIVERSE, AND SUSTAINABLE ECONOMY

Foster a strong, diverse, and sustainable economy that provides a range of employment and business opportunities.

Economic Development Policy ED 3.10 – Downtown Spokane. *Promote downtown Spokane as the economic and cultural center of the region.*

Discussion: Continue to support our economic partners in revitalizing downtown retail activity, expanding job opportunities in the public and private sectors, attracting recreational, arts, and entertainment and tourist businesses, and developing downtown housing.

ECONOMIC DEVELOPMENT GOAL ED 8 – QUALITY OF LIFE AND THE ENVIRONMENT

Improve and protect the natural and built environment as assets that attract economic development opportunities and enhance the City of Spokane's quality of life.

Economic Development Policy ED 8.3 – Recreation and Tourism Promotion. *Promote the region's outdoor amenities, recreational opportunities and tourism.*

Discussion: Recreational and tourism business opportunities abound in the Spokane region because of the geographical location and abundance of lakes, streams, and mountains. The Spokane River and Spokane Falls, in particular, are key outdoor recreation and tourism resources for the city.

HOUSING GOAL H 1 – HOUSING CHOICE AND DIVERSITY.

Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.

Housing Policy H 1.21 – Development of Single-Room Occupancy Housing. *Allow development of single-room occupancy units in downtown Spokane and in other areas where high-density housing is permitted.*

Discussion: Single-room occupancy (SRO) housing contains units for occupancy by one person. These units may contain food preparation areas, sanitary facilities, or both. Due to their small size, SRO units are less expensive to rent than regular apartments, so they often serve as the only affordable housing option for many lower-income individuals. Maintaining and increasing the supply of SRO housing is an important part of the lower-income housing market.

**CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING SHAPING SPOKANE HOUSING TEXT AMENDMENTS
TO SHORT-TERM RENTALS**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the Spokane Municipal Code proposed by Shaping Spokane Housing text amendments. The proposal amends the Unified Development Code (UDC) Chapter 17C.316, Short Term Rentals.

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 housing element meeting the requirements of RCW 36.70A.070(2).
- B. 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 the Implementation Plan included as Appendix A that outlines several strategies and policies to address short-term rental units in the City.
- C. The City's civic engagement contractor, Granicus, has pulled short-term rental listings from the vacation rental platforms licensed in Washington State and determined that there are short-term rentals operating in zoning districts which do not currently allow a short-term rental use.
- D. Outreach and public communication began in November 2021, reaching nearly 400 residents, and included the following, among other community touch points:
 1. Presentations at the Land Use Subcommittee on November 18, 2021; February 17, 2022; and April 21, 2022;
 2. In-person booth at the Riverfront Park Winter Market on December 15 and 22, 2021;
 3. Presentation at Community Assembly on January 6, 2022;
 4. Presentation at Lincoln Heights Neighborhood Council on January 18, 2022;
 5. Virtual open houses on January 25 and 27, 2022;
 6. Presentation to the West Hills Neighborhood Council on April 12, 2022;
 7. Presentations at University District Development Committee and the West Hills Neighborhood Council on April 12, 2022;
 8. In-person booth at the Riverfront Park Spring Market on April 6, 13, 20, and 27, 2022;
 9. In-person open house on April 11 and a virtual open house on April 13, 2023; and
 10. Inclusion in the Community Assembly agenda packet for June 1, 2023.
- E. Public comment, as well as agency comments, received prior to the May 10, 2023, Plan Commission public hearing were included in the staff report as Exhibit D.

- F. On November 10, 2021, January 12, 2022, February 22, 2023, and April 26, 2023, the Spokane Plan Commission held workshops to discuss draft language, receive updates on draft language and public outreach, and review and evaluate with city staff alternatives to proposed text changes.
- G. On March 2, 2023, the Washington State Department of Commerce and appropriate state agencies received the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.
- H. On April 24, 2023, a notice of intent to adopt and request for SEPA agency comments was issued for the draft code pertaining to short-term rentals and the concurrent fee changes. A State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on April 24, 2023. The comment period ended on May 9, 2023. The Spokane Tribe of Indians issued comment noting project actions may require case by case cultural surveys.
- I. A legal notice of public hearing was published in the *Spokesman-Review* on April 26 and May 3, 2023.
- J. The proposed text amendments were drafted and reviewed pursuant to the process established under RCW 36.70A.370 to ensure that the proposed changes will not result in unconstitutional takings of private property.
- K. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.
- L. The Plan Commission held a public hearing on May 10, 2023 to obtain public comments on the proposed amendments.
- M. During deliberations held on May 10, 2023, the Plan Commission voted to modify the proposed text in 17C.316.040.B concerning maximum number of short-term rental units permitted in structures in residential zones. Plan Commission directed staff to allow one or both dwelling units of a duplex to allow a short-term rental. Additionally, Plan Commission directed staff to strike text noting that a short-term rental in an accessory dwelling unit counts towards the maximum short-term rental units permitted. The motion passed unanimously.
 - 1. For the corresponding regulation of maximum short-term rental units in non-residential zones, Plan Commission directed staff to similarly allow one or both units of a duplex to have short-term rental units, and to strike text counting a short-term rental unit in an accessory dwelling unit towards the maximum allowed. This motion passed unanimously.
- N. During deliberations the Plan Commission indicated the preference to remove residential appearance requirements that would require no internal or external alterations that could make a residential structure less residential in nature, instead allowing that to be governed by other sections of the Spokane Municipal Code and directed staff to remove this language. The motion passed unanimously.

Findings of Fact, Conclusion, and Recommendation
Shaping Spokane Housing Text Amendments to
Short-term Rentals

1. The corresponding requirement about maintaining the residential nature of a structure was removed for short-term rental units in non-residential zones as well, with Plan Commission noting that such changes would not be impactful in zones that are not residential in nature. The motion passed unanimously.
- O. During deliberations the Plan Commission discussed the proposed notification requirement for short-term rentals in non-residential zones. Given that in the Downtown Core zone, and other zones where lots may be part of a condominium plat or very small, notification to adjacent property owners was deemed onerous on applicants. Plan Commission directed staff to remove the short-term rental notification requirement for permits in non-residential zoning districts. The motion passed unanimously.
 - P. 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.
 - Q. 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 short-term rentals:

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 regulations create a path to compliance for short-term rental units currently operating in zoning districts which do not permit the use, and clarify regulation of short-term rental units for both residential and non-residential zoning districts.
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. Neighborhood Goal N 1 – The Downtown Neighborhood;
 - b. Economic Development Policy ED 3.10 – Downtown Spokane;
 - c. Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers;
 - d. Economic Development Policy ED 8.3 – Recreation and Tourism Promotion;
 - e. Housing Goal H 1 – Housing Choice and Diversity;
 - f. Housing Policy H 1.21 – Development of Single-Room Occupancy Housing.

RECOMMENDATION:

In the matter of the ordinance pertaining to short-term rentals, 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 unanimous vote, recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Chapter 17C.316, Short Term Rentals.
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 \(May 18, 2023 21:29 PDT\)](#)

Greg Francis, President
Spokane Plan Commission

May 18, 2023

2023-05-10_PC Findings and Conclusions_STRs

Final Audit Report

2023-05-19

Created:	2023-05-18
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-8P6Ne4-8E93aJONRYIQ9dS04enxxdCI

"2023-05-10_PC Findings and Conclusions_STRs" History

-  Document created by Jackie Churchill (jchurchill@spokanecity.org)
2023-05-18 - 3:54:33 PM GMT- IP address: 174.165.162.230
-  Document emailed to gfrancis@spokanecity.org for signature
2023-05-18 - 3:54:59 PM GMT
-  Email viewed by gfrancis@spokanecity.org
2023-05-19 - 4:28:17 AM GMT- IP address: 73.225.178.203
-  Signer gfrancis@spokanecity.org entered name at signing as Greg Francis
2023-05-19 - 4:29:56 AM GMT- IP address: 73.225.178.203
-  Document e-signed by Greg Francis (gfrancis@spokanecity.org)
Signature Date: 2023-05-19 - 4:29:58 AM GMT - Time Source: server- IP address: 73.225.178.203
-  Agreement completed.
2023-05-19 - 4:29:58 AM GMT



Agenda Sheet for City Council Meeting of:
06/12/2023

Date Rec'd	5/24/2023
Clerk's File #	ORD C36392
Renews #	

Submitting Dept	PLANNING & ECONOMIC	Cross Ref #	
Contact Name/Phone	AMANDA BECK X6414	Project #	
Contact E-Mail	ABECK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - SHORT-TERM RENTALS FEES CODE AMENDMENTS		

Agenda Wording
Code amendments to Chapter 08 SMC for concurrent fee updates to short-term rentals.

Summary (Background)
Proposed amendments to short-term rental regulations aligned with strategies outlined in the Housing Action Plan and the City Council Implementation Plan. Proposal revises Chapter 17C.316; amends Sections 08.02.034, 08.02.066, 08.08.010; and adopts a new section 08.02.090. The proposed draft code has been developed to update permitting requirements in line with monitoring data to reflect the current utilization of this accessory land use.

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	Study session 3/14/23;
Division Director	MACDONALD, STEVEN	Council Sponsor	CP Beggs & CM Kinnear
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	SMITHSON, LYNDEN	smacdonald@spokanecity.org	
For the Mayor	PERKINS, JOHNNIE	sgardner@spokanecity.org	
Additional Approvals		eschoedel@spokanecity.org	
Purchasing		tpalmquist@spokanecity.org	
		lgarcia@spokanecity.org	
		jrichman@spokanecity.org	
		tblack@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select **\$**

Select **\$**

Budget Account

#

#

Distribution List

abeck@spokanecity.org

rbenzie@spokanecity.org

jchurchill@spokanecity.org

ORDINANCE NO. C36392

AN ORDINANCE relating to fees on short-term rentals and short-term rental platforms; amending Spokane Municipal Code (SMC) Sections 08.02.034, 08.02.066, and 08.08.010; adopting a new section 08.02.090 to chapter 08.02 of the Spokane Municipal Code; and setting an effective date.

WHEREAS, on July 26, 2021, the Mayor of the City of Spokane proclaimed a housing emergency and directed the City to pursue actions to expand housing types, reduce overall development costs to increase development of affordable housing, and to streamline municipal procedures to support the development cycle; and

WHEREAS, Council Resolution Res. 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 the Implementation Plan, included as Appendix A within the Housing Action Plan, which outlines several strategies and policies to remedy the current housing crisis; and

WHEREAS, Housing Action Plan (HAP) Strategy B5 calls on the city to, “Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement;” and

WHEREAS, in adopting Res. 2021-0062 the City Council outlined several code amendments and permit processes that the City should enact regulating short-term rentals, namely City Council HAP Implementation Plan Strategies 1.5; 2.6, and 2.7; and

WHEREAS, the proposed regulations create a balanced system of permitting the short-term rental use in all zoning districts in proportion with their potential effect on surrounding properties and infrastructure, and updating permit and inspection fees such that the Spokane Municipal Code is capturing the increased demand for this type of lodging, and tracking short-term rental units, permits, and renewals to ensure the health and safety of the public; and

WHEREAS multiple studies, including papers published in the Journal of Urban Economics and research from the National Bureau of Economic Research, have established that short term rentals have an affect on housing prices and rental rates; and

WHEREAS, the City has complied with RCW 36.70A.370 in the adoption of this ordinance, avoiding any unconstitutional taking of private property; and

NOW, THEREFORE, the City of Spokane does ordain:

Section 1: That SMC section 08.02.034 is amended to read as follows:

Section 08.02.034 Fire Code

A. Storage Tanks.

The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty eight dollars.
2. Installation of above ground storage tank, per tank:
 - a. More than sixty but less than five hundred gallons: two hundred seventy six dollars.
 - b. Five hundred gallons or more: four hundred fifty dollars.
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars.
4. Placement of tank temporarily out of service: two hundred ten dollars.
5. Alteration or repair of a tank: two hundred seventy six dollars.

B. Installation of Fire Protection/Detection Equipment.

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

BID AMOUNT (Valuation)	PERMIT FEE	PLAN CHECK FEE
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50
\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25
\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730

\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
For valuations of \$500,001 and over, fees are calculated as follows:		
Permit Fee: Valuation multiplied by 0.0165		
Plan Check Fee: 65% of permit fee.		

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal.
3. Penalty.
Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a Class 1 civil infraction may be issued.
4. Fee Refunds.
The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent of the paid permit fee when no work has been done under an issued permit.
5. Valuation.
The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.
6. Inspections.
The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a fire department registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars for:
 - a. sprinkler systems,
 - b. standpipe systems,
 - c. alarm systems,
 - d. rangehood systems,
 - e. inert gas extinguishing systems,
 - f. spray booths, and
2. Nineteen dollars for private fire hydrants.

D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is one hundred five dollars per hour with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Building and multi-family inspections will be charged according to building area per the table below:

	Building Area (sq. ft.)	Fee
A	0 – 1,500	\$44
B	1,501 – 3,000	
C	3,001 – 5,000	
D	5,001 – 7,500	
E	7,501 – 10,000	

F	10,001 – 12,500	\$202
G	12,501 – 15,000	
H	15,001 – 17,500	
I	17,501 – 20,000	
J	20,001 – 30,000	
K	30,001 – 40,000	\$355
L	40,001 – 50,000	
M	50,001 – 60,000	
N	60,001 – 70,000	
O	70,001 – 100,000	
P	100,001 – 150,000	\$512
Q	150,001 – 200,000	
R	Over 200,000	

E. Reinspections.

The fee for conducting reinspections is one hundred five dollars per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the fire department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible and a return visit is required.

F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments

for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

Section 2: That SMC section 08.02.066 is amended to read as follows:

Section 08.02.066 Zoning

Unless an action is initiated by the city council, the fees for approvals under the zoning code are:

- A. Staff preparation of a notification district map and associated documents: One hundred fifty dollars.
- B. Type I application: One thousand eighty-five dollars. In the case of building and construction permit applications, the fee is based on Article III of this chapter.
- C. Type II application, except preliminary short plats with minor engineering review: Four thousand three hundred twenty-five dollars plus sixty dollars per each additional acre.
- D. Type II application for preliminary short plats with minor engineering review: One thousand eighty-five dollars.
- E. Type III application: Four thousand five hundred ninety dollars plus one hundred ten dollars per each additional acre.
- F. Site plan review and/or modification: Eight hundred fifteen dollars plus five hundred fifty dollars per each additional increment of ten acres of site or portion thereof.
- G. Optional consolidated project review: Four thousand three hundred twenty-five dollars plus two hundred fifteen dollars for each additional acre.
- H. Planned unit development bonus density or final planned unit development:
 - 1. Bonus density: Additional eight hundred eighty dollars if bonus density is sought.
 - 2. Final planned unit development: Three thousand two hundred ninety-five dollars.
- I. Any temporary use permit: Six hundred seventy-five dollars.
- J. Floodplain development permit: Nine hundred dollars plus fifty-five dollars per each additional acre.
- K. Establishment of a front yard setback that is more or less than the depth required by the zoning code: Eight hundred ten dollars.
- L. Accessory dwelling unit permit: Six hundred fifty-five dollars.
- M. Formal written interpretation of the zoning code: Five hundred eighty dollars.
- N. Any other matter not listed above that requires a public hearing before the hearing examiner: One thousand eight hundred ninety-five dollars.
- O. A fee of eighty-five dollars per hour may be charged to cover the cost of a particular planning staff service for the applicant that greatly exceeds the above fee or is not covered by the fees listed above.

- P. Short Term Rental Permit – ~~((Type-A))~~ In residential zones: ((One)) Two hundred ((fifty)) dollars. The annual renewal for a ~~((Type-A permit))~~ short-term rental unit in a residential zone is one hundred dollars.
- Q. Short Term Rental Permit – ~~((Type-B))~~ In all other zones: ((Four thousand five hundred ninety)) three hundred dollars. The annual renewal for a ~~((Type-B permit))~~ short-term rental unit in zones, except residential, is one hundred fifty dollars.

Section 3: Adopting a new section SMC 08.02.090 to read as follows:

Section 08.02.090 Short-term Rental License Fee

There is levied a charge on the furnishing of short-term rental lodging located in the City of Spokane, a quarterly fee based on the total number of nights booked for each short-term rental listing through a short-term rental platform (Platform).

- A. Platforms shall pay \$4.00 per night booked through the Platform.
- B. The per night booking fee shall be calculated and remitted on a quarterly basis by the Platform.
- C. If a Platform fails to provide complete information the City's Chief Financial Officer or designee may estimate the quarterly per night booking fee and issue an assessment.
- D. All funds collected under this shall be spent exclusively for purposes authorized under Chapter 08.07B Sales and Use Tax for Affordable and Supportive Housing.

Section 4: That SMC section 08.08.010 is amended to read as follows:

08.08.010 Tax Levied

Under the authority of chapter 67.28 RCW, there is levied a special excise tax upon the sale, charge or furnishing of lodging or the granting of any similar license to use real property by any hotel, rooming house, tourist court, bed and breakfast facility, motel, trailer camp, short-term rental and other transient accommodations in the City of Spokane. The special excise tax imposed pursuant to RCW 67.28.181 shall expire in 2043.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

To:	City Plan Commission	
Subject:	Shaping Spokane Housing: Housing Action Plan Code Changes Phase 2 for Short-term Rentals	
Staff Contact:	Amanda Beck, AICP Planner II (509) 625-6414 abeck@spokanecity.org	Donna deBit, AICP Senior Planner (509) 625-6637 ddebit@spokanecity.org
Report Date:	May 4, 2023	
Hearing Date:	May 10, 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 Spokane Housing Action Plan and the City Council Implementation Plan. Proposed draft code would revise Chapter 17C.316, Short Term Rentals; amend Sections 08.02.034, Fire Code; 08.02.066, Zoning; and 08.08.010, Tax Levied; and adopt a new section 08.02.090, Short-term Rental License Fee. The proposed draft code has been developed to update permitting requirements for short-term rentals within the City, following vacation rental monitoring data to inform updates that reflect the current utilization of this accessory land use.

II. BACKGROUND

The 2021 Washington legislative session substantially amended the housing-related provisions of the Growth Management Act (GMA) through House Bill [HB 1220](#). Changes strengthened the GMA housing goal from “encourage the availability of affordable housing to all economic segments of the population” to “plan for and accommodate housing affordable to all economic segments of the population of this state.” The GMA housing goal still retains additional objectives to “promote a variety of residential densities and housing types, and encourage the preservation of existing housing stock.”

Approved in July 2021, the City adopted its [Housing Action Plan](#) (Res. 2021-0062) to guide implementation of policies within the Comprehensive Plan by identifying strategies to achieve our community’s housing needs and objectives. Spokane’s Housing Action Plan (HAP) identifies actions that the City and community partners can enact to encourage more housing options that create more homes for more people. The first phase of code changes acting on HAP strategies updated development requirements for accessory dwelling units, short plat notifications, and lot size transitions (Ords. C36224, C36225, and C36226). Continuing that work, city staff have drafted a comprehensive update of Chapter 17C.316 as well as related fees contained in Chapter 08 of the Spokane Municipal Code. The proposed changes are also guided by the City Council’s HAP [Implementation Plan](#).

This staff reports reviews the proposed code revisions for Phase 2 of the Housing Action Plan code amendments started in 2021. The code changes specifically align with the below noted HAP strategy about short-term rentals, and the City Council implementation actions.

- Housing Action Plan Strategy A3, “Continue to streamline and simplify changes to the City’s permit process, as necessary.”
- Housing Action Plan Strategy B5, “Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement.”
- City Council Implementation Plan Strategy 1.5, “Contract with a vendor to track real-time use of housing in the City as short-term rentals and enforce compliance with City business license laws.”
- City Council Implementation Plan Strategy 2.6, “Consider imposing an excise tax on short-term rental gross receipts to support housing programs that mitigate displacement of regular rental units.”
- City Council Implementation Plan Strategy 2.7, “Expand allowable zones for short-term rentals to match current actual usage to improve licensing compliance.”

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

As a follow-up to the Housing Action Plan (HAP), engagement efforts for Shaping Spokane Housing have built upon the extensive community outreach conducted for the HAP. Emphasis was placed on reaching existing permit holders, development stakeholders, and tourism stakeholders such as the Spokane Hotel and Motel Association. Outreach included an in-person and virtual open house, project webpage, and inclusion in the Shaping Spokane Housing newsletter that is delivered to over 350 stakeholders. A summary of engagement and outreach activities can be found in **Exhibit C**.

Below is a list of the major outreach and engagement activities held for short-term rentals under the Shaping Spokane Housing project:

- “[Next Steps for Housing Action Plan Implementation](#)” blog published on November 11, 2021
- Project webpage, <https://my.spokanecity.org/projects/shaping-spokane-housing/hap-phase-two/>, has been kept up to date with information about Plan Commission workshops, project progress, and public hearings.
- Presentation at the Land Use Subcommittee on November 18, 2021;
- Tabling at the Winter Market on December 15 and 22, 2021;
- Presentation at Community Assembly on January 6, 2022;
- Presentation to the Lincoln Heights Neighborhood Council on January 18, 2022;
- Virtual open houses on January 25 and 27, 2022;
- Presentation at the Land Use Subcommittee on February 17, 2022, and April 21, 2022;
- Presentation to the West Hills Neighborhood Council on April 12, 2022;
- Presentation to the University District Public Development Authority on April 12, 2022;
- Tabling at the Spring Market on April 6, 13, 20, and 27, 2022;
- In-person open house on April 11 and a virtual open house on April 13, 2023;
- Inclusion in the Community Assembly agenda packet for June 1, 2023;
- [Educational videos](#) shared in the City’s Community Update e-newsletter, on official City social media channels, and available on project webpage; and
- Updates in the Shaping Spokane Housing newsletter, sent to over 350 stakeholders.

The planning team has provided updates on the proposed code changes to elected and appointed officials, as well as to staff from other City departments and interested agencies.

- Regular meetings with Development Services Center staff to review proposed code language and potential implementation considerations, including the Fire Marshall and Building Official;
- Plan Commission workshop presentations on January 12, 2022; February 22, 2023; and April 26, 2023; and
- City Council study sessions on February 10 and May 5, 2022; and March 16, 2023.

PUBLIC NOTIFICATION AND 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.

This proposal was properly noticed pursuant to Section 17G.025.010(E). See **Exhibit B** for the SEPA Determination of Non-significance. Noted below are the public noticing activities:

- Notice of Intent to Adopt submitted to the Department of Commerce (March 2, 2023)
- Notice of Intent to Adopt pursuant to 17G.025.010 SMC, which included the SEPA Checklist, emailed to City departments, Local, County, Tribal, and State contacts (April 24, 2023)
- SEPA Determination of Non-significance (DNS) issued (April 24, 2023), the comment period ended on May 9, 2023
- Notice of Public Hearing for the Plan Commission was published in the *Spokesman-Review* on April 26 and May 3, 2023.

COMMENTS RECEIVED

Written comments received by the planning department by 12:00 p.m. on May 3 are included in **Exhibit D**.

IV. ANALYSIS

PROPOSAL DESCRIPTION

These City-initiated text amendments are proposed to update regulation of short-term rentals, or vacation rentals, according to strategies outlined in the adopted Spokane [Housing Action Plan](#) and the City Council [Implementation Plan](#). The proposed draft code has been developed to update permitting requirements for short-term rentals within the City, following vacation rental monitoring data reflecting the current utilization of this accessory land use, and aiding in updating regulations.

This proposal will amend Spokane Municipal Code: Section 17C.316.010, Purpose; 17C.316.020, Description and Definitions; 17C.316.030, Where These Regulations Apply; 17C.316.040 Type A Short-Term Rentals; 17C.316.050 Type B Short-Term Rentals; 17C.316.060, Monitoring; and 17C.316.070, Pre-Established Bed and Breakfast Facilities.

Additional amendments are being made to inspection fees for annual life safety compliance, updating permitting fees to align with proposed updated regulation of STRs, a proposed per night license fee, and a code clean up to clarify that an existing lodging excise tax also applies to short-term rentals. Those Spokane Municipal Code Sections are 08.02.034, Fire Code; 08.02.066, Zoning; 08.08.010, Tax Levied; and adopting a new section 08.02.090, Short-term Rental License Fee.

See **Exhibit A** for the draft ordinance with strike-through text and proposed changes.

SHORT-TERM RENTALS

The Spokane Municipal Code defines a short-term rental (STR) as “where a residential dwelling unit or bedrooms in a residential unit are rented to overnight guests for fewer than 30 days.” STRs are also defined with the 30-day limit in RCW 64.37.010. Currently, this accessory residential use is only permitted in residential zoning districts (RA, RSF, RTF, RMF, RHD).

Changes to chapter 17C.316 SMC respond to Strategies A3 and B5 of the Housing Action Plan, and the Strategies 1.5, 2.6, and 2.7. The changes proposed would:

- To improve permitting compliance, allow short-term rentals in all zoning districts where residential uses are permitted. This would create a path to compliance for the over 600 short-term rentals that are operating outside of current regulations.
- Differential between a property owner and a short-term rental operator.

- Recognize the potential difference in impacts to adjacent properties and therefore regulate STRs based on whether they are in a residential zone or any other zone, such as Downtown Core (DTC) or Community Business (CB).
- Only allow STRs in conforming residential or mixed-use buildings, and for the latter it must occupy the residential units within a mixed-use building.
- Propose a unit cap:
 - An accessory dwelling unit counts towards the maximum unit allowance on a lot.
 - For residential zones single-family detached and attached, and duplexes are allowed one unit. Multifamily or mixed-use buildings with three or more units are limited to 20 percent of total units being allowed as short-term rentals.
 - For non-residential zones single-family detached and attached, and duplexes are allowed one unit. Multifamily or mixed-use buildings with three or more units are limited to 30 percent of total units being allowed as short-term rentals.
- For structures that are fire sprinklered, or not required to by Building or Fire Code, they will no longer be required to complete the Change of Use process. Any permit wishing to go beyond the 30 percent cap in non-residential zones would be required to complete the Change of Use process to ensure life and safety of all occupants of the structure.
- For active permit holders, they will be allowed to continue their short-term rental permit as a grandfathered use. Any lapse of the permit, or an attempt to expand beyond the units or size approved in the permit will not be allowed.
- A notarized Life Safety Compliance form will be required to show egress and safety requirements.
- Annual inspections will be required for renewal.

PERMITTING AND INSPECTION FEES

To ensure that residents and guests are able to enjoy a safe visit while in the City, a requirement to complete an annual fire safety inspection is proposed. The fire inspectors will evaluate structures for compliance with both Building and Fire Code requirements, such as working smoke detectors, appropriate egress, and possible exiting hazards. To cover the staff costs of these additional inspections completed by the City's fire inspectors, the Fire Department would charge an inspection fee of \$105 per hour.

Also, to match the proposed changes of short-term rentals in residential zones versus non-residential zones, the permit fees in Section 08.02.066 have been modified from the Type A permit of \$150 and a \$100 annual renewal, to a residential STR permit of \$200 and the existing renewal fee. Type B STR permits, which functioned as sort of bed and breakfasts in what uses were allowed, are a Type III Conditional Use Permit and cost \$4,590 for the permit with a \$100 annual renewal fee. To mirror new language of vacation rentals in non-residential zones, this section has been amended to a permit fee of \$300 and maintains the \$100 renewal fee.

Acknowledging the continuing housing crisis, and the growing body of research that shows the correlation of increased short-term rental units and increases in both house and rental prices and a decrease in housing supply, staff have proposed a per night fee to offset the effect short-term rentals have on the City's legitimate interest in ensuring there is enough housing within city boundaries. As taxing authority is limited by the Legislature, a \$2.00 per night license fee to be collected by the vacation rental platform, and then reported and remitted to the Department of Revenue is being proposed. Vacation rental platforms that operate in the State of Washington are required to be licensed and registered to do business within the state, and the Department of Revenue already manages and disperses the lodging tax that vacation rental platforms are required to collect as well.

While not a fee, staff have completed a related code clean up in Section 08.08.010, Tax Levied, to clarify that the transient accommodations excise tax also applies to short-term rentals meeting the applicable requirements. Per RCW 67.28.181, the City may levy that tax so long as the total excise tax imposed is limited to 2 percent, or not greater than 12 percent when combined with all other taxes.

Applicable taxes paid for short-term rental uses include a 9 percent lodging tax for a lodging business that has less than 40 lodging units, and the 2 percent excise tax. Clarifying that short-term rentals are subject to that excise tax helps to ensure that competition from short-term rentals does not negatively impact the hotels and motels in the city, which pay separate lodging taxes of 8.8 percent, a special hotel/motel and convention and trade center tax of 3.3 percent, and the \$4 per unit per night assessment under the Tourism Promotion Area agreement between the County and the City.

Code language relating to taxes and fees will not be considered by Plan Commission. Information on the taxes and fees relating to the proposed update is included for informational purposes and is subject to change prior to Council action.

The proposed fee changes encompass:

- Annual inspections will be conducted by fire inspectors, similar to other inspections completed for permits issued by the Development Services Center.
- To ensure the Fire Department's budget is made whole given additional inspections being required, the existing fire inspection fee of \$105 per hour will also be charged for short-term rental inspections.
- Update short-term rental permit fees:
 - Type A becomes STRs in residential zones;
Currently a \$150 permit and \$100 renewal, proposed to be \$200 permit and \$100 renewal.
 - Type B becomes STRs in non-residential zones
Currently a Type III Conditional Use Permit costing \$4,590 and a \$100 renewal, proposed to be reduced to a \$300 permit and \$100 renewal.
- Vacation rental platforms will be required to collect a \$2.00 per night license fee for all short-term rental units within the City of Spokane, and then remit these fees on a quarterly basis to the Department of Revenue. This would be in addition to the lodging tax already imposed on short-term rentals.

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 each criteria. 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 F**.

17G.025.010(G) APPROVAL CRITERIA

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

Neighborhood Goal N 1 – The Downtown Neighborhood. *Recognize downtown Spokane as the primary economic and cultural center of the region and improve its viability as a desirable neighborhood in which to live and conduct business.*

Economic Development Policy ED 3.10 – Downtown Spokane. *Promote downtown Spokane as the economic and cultural center of the region.*

Staff Analysis: Vacation rental platform monitoring by the City's contracted consultant, Granicus, has provided data that clearly shows a predominance of short-term rentals available for booking in the downtown (see **Exhibit E**). The proposed changes of where short-term rentals are permitted aligns the municipal code with the actual usage occurring, while also supporting the variety of choices visitors have for accommodations when visiting the City. Creating a path to compliance for those units operating in downtown ensures visitor safety, a variety of accommodations, and generates permit fees to pay for increased monitoring and compliance from city staff. The proposed code changes support the downtown as the primary economic and cultural center of the region. Allowing short-term rental units in downtown helps to provide the downtown area with a market support base for its retail, services, restaurants, and entertainment venues.

Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers. *Encourage investments and create opportunities that increase the number of residents and workers in downtown Spokane.*

Economic Development Policy ED 8.3 – Recreation and Tourism Promotion. *Promote the region's outdoor amenities, recreational opportunities and tourism.*

Staff Analysis: Increasing the number of people in the downtown area provides the necessary number of patrons to maintain a healthy business climate, thereby increases the tax base and making more funds available for the provision of public facilities and services. More people in downtown also increase street level activity and can lessen crime by having more "eyes-on-the-street." Feedback from the development community has indicated that some area developers wish to utilize short-term rentals as a mechanism to finance projects, either as a revenue stream to repay construction loans, or as a revenue stream that can allow them to subsidize long-term market rate units within the same project. While they do have an impact on the long-term housing supply, short-term rentals can also help support infill investments in the downtown to encourage more housing, and therefore more people, and create a more vibrant regional center.

Housing Goal H 1 – Housing Choice and Diversity. *Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.*

Staff Analysis: The values of the Housing chapter are grounded around maintaining affordable housing, developing a good mix of housing types, encouraging housing for low-income residents, and preserving existing housing. Proposed short-term rental code changes recognize that staff have heard anecdotal evidence of property owners not renewing long-term leases in favor of making more money from short-term rentals, and as such a unit cap has been built into the proposed changes. By limiting the number of short-term rentals that are permitted in residential zones, the proposed code changes attempt to limit the impact of this accessory land use on the long-term housing supply for current and future residents. To limit potential impacts to surrounding residential properties, the proposed code allows short-term rentals in other zoning districts, such

as the Downtown Core, where the intensity of development and activities more easily absorbs more people or a shorter turnover of stays. The changes to how STRs are regulated clarifies the intent that the use is allowed, but is meant to be accessory in nature and not therefore the predominant use in the City's numerous neighborhoods.

Housing Policy H 1.21 – Development of Single-Room Occupancy Housing. Allow development of single-room occupancy units in downtown Spokane and in other areas where high-density housing is permitted.

Staff Analysis: The foundation of the goals and policies within the Comprehensive Plan were developed with the public's input during the Spokane Horizons public participation process began in 1995, to ultimately shape the 2001 version of the document. While vacation rentals were a use at this time, they had not spread beyond early adoption, and so this type of accessory land use was not one the Comprehensive Plan contemplated. While there are differences between a single-room occupancy structure and a short-term rental, they do share the crucial feature of short stays and for a different price point than a traditional hotel or motel. Because of the transient element to both single-room occupancies and short-term rentals, they do share some overlap. As discussed above, the development community has indicated that the ability to utilize some short-term rental units to finance infill development of housing or mixed-use buildings balances the impact this accessory use has on long-term housing with the need to fund more housing.

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

Staff Analysis: The proposed amendments closely follow guidance in State law, the Housing Action Plan, and the City Council HAP Implementation Plan. Changes to how and where short-term rentals are regulated will require that STRs are completing life and safety compliance forms, clarifies a process to ensure that residents or guests are staying in a safe structure, and as necessary structure improvements are required to comply with Building and Fire Code. These changes are consistent with the Comprehensive Plan and statutes protecting public health, safety, and the environment.

V. 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.

VI. 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, approval with modification, or denial of the requested code amendments to the Unified Development Code.

Staff **recommends approval** of the requested amendments and recommends that the Plan Commission adopt the facts and findings of the staff report.

VII. LIST OF EXHIBITS

- A. Proposed Draft Text
- B. SEPA Determination of Non-Significance
- C. Public Participation Summary
- D. Public and Agency Comments
- E. Short-term Rental Location Map
- F. Related Comprehensive Plan Goals and Policies

**Spokane Municipal Code Title 17C.316 Short Term Rentals
DRAFT TEXT**

SHORT-TERM RENTALS

Section 17C.316.010 Purpose 2
Section 17C.316.020 ((Description and)) Definitions..... 2
Section 17C.316.030 Where These Regulations Apply 3
Section 17C.316.040 ((Type A)) Short-Term Rentals in Residential Zones..... 3
Section 17C.316.050 ((Type B)) Short-Term Rentals in Other Zones 8
Section 17C.316.060 Monitoring and Life Safety Review..... 11
Section 17C.316.070 Pre-Established Bed and Breakfast Facilities..... 11

Section 17C.316.010 Purpose

This chapter provides the requirements and standards under which residential dwelling units may be used for short-term rental use in ~~((residential))~~ zones where residential uses are permitted. The regulations are intended to allow for a more efficient use of certain types of residential structures in a manner which keeps them primarily in residential use, and without detracting from neighborhood character. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

Section 17C.316.020 ~~((Description and))~~ Definitions

- A. ~~((Description.))~~ Short-term rental. A short-term rental ~~is where~~ means a lodging use, that is not a hotel or motel, in which a residential dwelling unit, ~~or portion thereof, or bedrooms in a residential unit are~~ is rented to overnight guests by a short-term rental owner or operator for a fee for fewer than 30 consecutive days. ~~There are two types of short-term rentals: A dwelling unit, or portion thereof, that is used by the same person for 30 or more consecutive days is not a short-term rental.~~
- ~~1. Type A. A Type A short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests, and no commercial meetings are permitted to be held in conjunction with use of a short-term rental. The Type A short term rental is an administrative permit.~~
 - ~~2. Type B. A Type B short term rental is where bedrooms or an entire dwelling unit are rented to overnight guests and commercial meetings are held. The Type B short term rental requires a type III conditional use permit according to [Chapter 17G.060 Land Use Application Procedures](#).~~
- B. ~~Definitions. For purposes of this chapter, the following words have the following meanings:~~
- ~~((1. Commercial meetings. Commercial meetings include luncheons, banquets, parties, weddings, meetings, charitable fund raising, commercial or advertising activities, or other gatherings for direct or indirect compensation. Commercial meetings are prohibited with a Type A short term rental. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year; this is not considered a commercial meeting.))~~
- B. Short-term rental platform. A short-term rental or vacation rental platform (Platform) means a person that provides a means through which an operator may offer a dwelling unit, or portion thereof, for short-term rental use, and from which the person or entity financially benefits. Merely publishing a short-term rental advertisement for accommodations does not make the publisher a short-term rental platform.
- ~~((2))~~ C. Resident. An individual or family who resides in the dwelling unit. The resident can be the owner or operator of the short-term rental.

- ~~((3))~~ D. Operator. ~~((The owner or a person or entity that is designated by the owner to manage the short-term rental.))~~ Any person or entity that receives payment for owning or operating a dwelling unit, or portion thereof, as a short-term rental unit.
- E. Owner. For the purposes of this chapter, any person or trust, alone or with others, has title or interest in any building, property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and including any person who as agent, executor, administrator, trustee, or guardian of an estate has charge, care, or control of any building, dwelling unit, or portion thereof. A person whose sole interest in any building, dwelling unit, or portion thereof is solely that of a lessee under a lease agreement is not considered an owner.
- F. Primary residence. A dwelling unit occupied for more than six months each calendar year, as documented by driver's license, voter registration, utility bills, or other similar evidence.

Section 17C.316.030 Where These Regulations Apply

- A. The regulations of this chapter apply to short-term rentals in ~~((the following zones: RA, RSF, RSF-C, RTF, RMF, and RHD zones))~~ all zones where residential uses are permitted.
- B. In zones where Retail Sales and Service uses are allowed, limited, or conditional uses, short-term rentals may be regulated either as a Retail Sales and Service use or as hotel/motel if they do not meet the regulations and standards in this chapter.
1. All such applications must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC, and shall meet all applicable Building Code and Fire Code standards.

Section 17C.316.040 ~~((Type A))~~ Short-Term Rentals in Residential Zones

- A. ~~((Use-related regulations.))~~ Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building.
1. ~~((Permit required. A Type A short-term rental requires a Type A short-term rental permit per .040-C below.))~~ A short-term rental is an administrative permit.
- ~~((2. Allowed structure type. A Type A short-term rental is allowed only in the following residential structure types:~~
- ~~a. Single-Family Residence;~~
 - ~~b. Attached house;~~

- ~~c. Duplex;~~
 - ~~d. Apartments;~~
 - ~~e. Condominiums; and~~
 - ~~f. Accessory dwelling unit.~~
 - ~~g. Manufactured Homes))~~
2. No commercial meetings are permitted to be held in conjunction with use of a short-term rental.
- B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot. The maximum number of short-term rental units within residential zones shall not exceed those listed below.
- 1. A maximum of one short-term rental unit is allowed in a detached single-family residence, attached house, or duplex.
 - 2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:
 - a. Buildings that are fire sprinklered may have no more than twenty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.
 - b. Buildings that are not fire sprinklered must comply with current building and fire code regulations.
 - c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.
 - 3. On lots where there is an accessory dwelling unit (ADU) in addition to the primary building, a short-term rental use in the ADU counts towards the maximum number of units.
- ~~((B))~~ C. Standards. ((The following standards apply to Type A short-term rentals. Adjustments are)) A variance to the following standards is prohibited.
- 1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.
 - 2. Accessory dwelling units. ((On sites with an accessory dwelling unit, the resident can live in the primary or accessory dwelling unit and rent bedrooms in either dwelling unit.)) A short-term rental use may be established on a lot with an accessory dwelling unit subject to the following:
 - a. Lots in the Rural Agriculture (RA) and Residential Single-Family (RSF) zones with an accessory dwelling unit must be owner-occupied for more than six months of the year, in either the primary residence or the accessory dwelling unit. Only one of the units may be rented as a short-term rental.
 - b. In the Residential Two-family (RTF), Residential Multifamily (RMF), and Residential High Density (RHD) zones either the primary residence or the accessory dwelling unit may be rented as a short-term rental.

- i. Owner occupancy is not required in RTF, RMF, or RHD zones in either unit.
- ~~((2))~~ 3. Bedroom requirements. The City’s Building Official must verify that each bedroom to be rented to overnight guests:
- c. ~~((Met))~~ Meets the current building code requirements for a sleeping room ((at the time it was created or converted));
 - d. Meets current fire code requirements;
 - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
- ~~((3))~~ 4. Number of ((overnight)) residents and guests. The total number of ((adults occupying a dwelling unit with a Type A short-term rental may not exceed two (2) adults per bedroom)) of residents and guests occupying a dwelling unit that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4))~~ 5. ((Employees. Nonresident employees are prohibited. Hired service for normal maintenance, repair and care of the resident or site, such as yard maintenance or house cleaning, is allowed.)) Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits.
- a. Structural alterations may not be made that prevent the structure from being used as a residence in the future.
 - b. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include, but are not limited to, installation of additional on-site parking, commercial-type exterior lighting, and signage.
- ~~((5. Services to overnight guests and visitors. Serving alcohol and food to overnight guests and visitors is allowed, subject to other county and/or state requirements.))~~
6. Parking. See [Spokane Municipal Code Chapter 17C.230 Parking and Loading](#)
7. Advertising. All advertisements for the short-term rental must list short-term rental permit number and is subject to sign requirements of [Chapter 17C.240 Signs](#).
- ~~((C.))~~ D. ((Type A Short Term Rental Permit)) Permit Required. The owner of a ((Type A)) short-term rental must obtain a permit ((from the Planning and Development Services Department)). The permit requires the owner to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW. ((, and document that the required notification requirements have been met:))
1. Notification. ((The owner must:))

- a. The owner or operator must ((Prepare)) prepare a notification letter that:
 - i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and
 - ii. Includes information on how to contact the owner or operator by phone.
- b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.
2. Required information for permit. ~~((In order to apply for a Type A short-term rental permit, the owner or operator must submit to the Planning and Development Services Department:))~~
 - a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner and emergency contact.
 - b. A short-term rental application and permit fee established by [SMC 08.02.066](#).
 - ~~((c. Proof of property insurance covering the property.))~~
 - ~~((d.))~~ c. A copy of the owner's current City of Spokane business license.
 - ~~((e.))~~ d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
 - ~~((f.))~~ e. A site plan and floor plan.
 - f. A completed and notarized Life Safety Compliance form.
- ~~((D.))~~ E. Renewal of and Revoking a ~~((Type A))~~ Short-Term Rental Permit. A ~~((Type A))~~ short-term rental permit must be renewed per the procedures in ~~((chapter 4.04))~~ [Chapter 04.04 SMC](#) and can be revoked according to the outlined procedures ~~((in chapter 4.04 SMC))~~ for failure to comply with the regulations of this chapter.
 1. ~~((In addition a))~~ A permit may be revoked for activities on site ~~((including))~~ such as nuisances, littering, or public disturbance as listed under Title 10 SMC ~~((under Chapter 10.08 Offences Against Public Health_Chronic or public disturbance in Section 10.08D.090 Public Disturbance Noise)).~~
 2. For revocation of permit the owner or operator receives one warning of violation. ~~((In the case of non-compliance))~~ Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in ~~((1.05.160))~~ [SMC 01.05.160](#).
 3. When a ~~((Type A))~~ short-term rental permit has been revoked, a new ~~((Type A))~~ short-term rental permit will not be issued to the owner at that site for 2 years.
- F. Existing Approved Permits and Unit Caps. Existing approved short-term rental permits, which were active and approved prior to July 1, 2023, shall be allowed to grandfather the short-term rental use subject to the below requirements.

1. The short-term rental permit must be active and approved prior to July 1, 2023.
2. If the permit is not renewed a new short-term rental permit will be required and the unit cap stated in 17C.316.040(B) will be applicable.
3. A grandfathered short-term rental permit may not further expand their short-term rental use beyond what is existing in the approved permit, nor may it expand beyond what would be permitted under 17C.316.040.

Section 17C.316.050 ((Type B)) Short-Term Rentals in Other Zones

A. ~~((Use-related regulations.))~~ Allowed Structure Types. A short-term rental is allowed only in a conforming residential structure or a residential dwelling unit within a mixed-use building. All other structures must complete the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC.

~~((1. Conditional use permit. A Type B short-term rental requires a Type III conditional use permit according to Chapter 17G.060 Land Use Application Procedures. The approval criteria are stated in SMC 17C.320.080 F, Institutional and Other Uses in Residential Zones.))~~

~~2. Allowed structure type. A Type B short-term rental is allowed only in the following residential structure types:~~

~~a. Single Family Residence;~~

~~b. Attached house;~~

~~c. Duplex;~~

~~d. Apartments;~~

~~e. Condominiums; and~~

~~f. Accessory dwelling unit. Manufactured Homes))~~

B. Maximum number of short-term rental units. Maximum short-term rental units are calculated by structure rather than per lot.

1. A maximum of one short-term rental unit is allowed in a detached single-family residence, attached house, or duplex.

2. All other multifamily or mixed-use buildings are limited to a maximum percentage of short-term rental units dependent on the below requirements:

a. Buildings that are fire sprinklered may have no more than thirty percent of the total number of residential units as short-term rentals within the building. All calculations will be rounded up to the nearest full unit.

b. Buildings that are not fire sprinklered must go through the Change of Use/Occupancy process to establish a Retail Sales and Service use, as defined in 17C.190.270 SMC.

c. When calculating the maximum number of units results in a fraction, the units allowed are rounded up to the next whole number.

3. On lots where there is an accessory dwelling unit (ADU) in addition to the primary building, a short-term rental use in the ADU counts towards the maximum number of units.

~~((B.))~~ C. Standards.

~~((1. Maximum size. Maximum set through conditional use review.))~~

1. All short-term rentals must comply with the consumer safety and liability insurance requirements as listed in Chapter 64.37 RCW.

2. Accessory dwelling units. A short-term rental use may be established on a lot with an accessory dwelling unit and owner occupancy is not required.
- ~~((2-))~~ 3. Bedroom requirements. The City's Building Official must verify that each bedroom to be rented to overnight guests:
- a. ~~((Met))~~ Meets the current building code requirements for a sleeping room ~~((at the time it was created or converted));~~
 - b. Meets current fire code requirements;
 - c. Common areas, such as but not limited to living rooms, lofts, or closets shall not qualify as sleeping accommodations for the purposes of determining maximum occupancy.
- ~~((3-))~~ 4. Number of residents and ~~((overnight))~~ guests. The total number of residents and ~~((overnight))~~ guests occupying a dwelling unit ~~((with a Type B short-term rental may be limited as part of a conditional use approval))~~ that includes a short-term rental may not exceed any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by applicable building or fire code, as provided in RCW 35.21.682.
- ~~((4. Employees. Nonresident employees for activities such as booking rooms and food preparation may be approved as part of the review. Hiring service for normal maintenance, repair and care of the residence or site, such as yard maintenance or house cleaning, is allowed. The number of employees and the frequency of employee auto trips to the facility may be limited as part of approval.))~~
- ~~((5. Services to guests and visitors. Serving alcohol and food to guests and visitors is allowed, subject to other county and/or state requirements.~~
- ~~6 Commercial meetings.~~
- a. ~~Commercial meetings. Commercial meetings, as defined above, are regulated as follows:~~
 - i. ~~In all other zones, the number of commercial meetings per year shall be determined as part of a conditional use review. The maximum number of visitors or guests per event will be determined through the conditional use review. Adjustments to the maximum number of meetings per year are prohibited.~~
 - b. ~~Historic landmarks. A historic landmark that receives special assessment from the State may be open to the public for 4 hours one day each year. This does not count as a commercial meeting.~~
 - c. ~~Meeting log. The operator must log the dates of all commercial meetings held, and the number of visitors or guests at each event. The log must be available for inspection by city staff upon request.~~
- ~~((7))~~ 4. Appearance. Residential structures may be remodeled for the development of a short-term rental, subject to required approvals and permits.

- a. Structural alterations may not be made that prevent the structure from being used as a residence in the future.
 - b. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include, ~~but are not limited to,~~ installation of ~~((more than paving or required setbacks))~~ additional on-site parking, ~~((and))~~ commercial-type exterior lighting, and commercial signage.
 - ~~((8))~~ 5. Parking. [See Spokane Municipal Code Chapter 17C.230 Parking and Loading.](#)
 - ~~((9))~~ 6. Advertising. All advertising for the short-term rental must include short-term rental permit number and is subject to sign requirements of [Chapter 17C.240 Signs.](#)
- D. Permit Required. The owner or operator of a short-term rental must obtain a permit. The permit requires the owner and operator to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW.
1. Notification.
 - a. The owner or operator must prepare a notification letter that:
 - i. Describes the operation and the number of bedrooms that will be rented to overnight guests; and
 - ii. Includes information on how to contact the owner or operator by phone.
 - b. Mail or deliver the notification letter to all recognized organizations and owners of property abutting and directly across the street from the short-term rental upon issuance of short-term rental permit.
 2. Required information for permit.
 - a. Completed application form bearing the address of the property, the name, signature, address, and telephone number of the owner and operator if operator is not also an owner, and an emergency contact.
 - b. A short-term rental application and permit fee established by [SMC 08.02.066.](#)
 - c. A copy of the owner's current City of Spokane business license.
 - d. A copy of the notification letter and a list with the names and addresses of all property owners and organizations that received the letter.
 - e. A site plan and floor plan.
 - f. A completed and notarized Life Safety Compliance form.
- E. Renewal of and Revoking a Short-Term Rental Permit. A short-term rental permit must be renewed per the procedures in [Chapter 04.04 SMC](#) and can be revoked according to the outlined procedures for failure to comply with the regulations of this chapter.
1. A permit may be revoked for activities on site such as nuisances, littering, or public disturbance as listed under [Title 10 SMC.](#)

2. For revocation of permit the owner or operator receives one warning of violation. Non-compliance or a repeat of non-compliance in a 12 month period shall result in revocation of permit per a type two civil infraction as referenced in [SMC 01.05.160](#).
3. When a short-term rental permit has been revoked, a new short-term rental permit will not be issued to the owner at that site for 2 years.

Section 17C.316.060 Monitoring and Life Safety Review

~~((All short-term rentals must maintain a guest log book. It must include the names and home addresses of guests, guest's license plate numbers if traveling by car, dates of stay, and the room assigned to each guest. The log must be available for inspection by city staff upon request.))~~

The City may inspect short-term rentals for compliance with Fire and Building code requirements and that the Life Safety Compliance form is accurately completed.

Section 17C.316.070 Pre-Established Bed and Breakfast Facilities

- ~~((A. Nonconforming Use. Bed and breakfast facilities that were operating before June 14, 2006, which have not obtained a conditional use permit under [Chapter 17C.315 SMC](#), may continue to operate subject to the requirements and limitations in [SMC 17C.315.160.A](#).)~~
- ~~((B.))~~ Bed and Breakfasts with a Conditional Use Permit. Bed and breakfast facilities operating under an approved conditional use permit may chose to operate under [Chapter 17C.315 SMC](#) or this Chapter.

Spokane Municipal Code Chapter 08.02 Fees and Charges
DRAFT TEXT

INSPECTION AND PERMITTING FEES

Section 08.02.034 Fire Code	13
Section 08.02.066 Zoning	17
Section 08.02.090 Short-term Rental License Fee	18

Section 08.02.034 Fire Code

A. Storage Tanks.

The fees in connection with aboveground or underground storage tanks for critical materials as defined in [SMC 17A.020.030](#), including flammable or combustible liquids, are:

1. Installation (including installation of pumps and dispensers) of underground storage tank, per tank: seven hundred twenty eight dollars.
2. Installation of above ground storage tank, per tank:
 - a. More than sixty but less than five hundred gallons: two hundred seventy six dollars.
 - b. Five hundred gallons or more: four hundred fifty dollars.
3. Aboveground or underground storage tank removal or abandonment, per tank: two hundred ten dollars.
4. Placement of tank temporarily out of service: two hundred ten dollars.
5. Alteration or repair of a tank: two hundred seventy six dollars.

B. Installation of Fire Protection/Detection Equipment.

1. The fees for installing, altering, or repairing fire protection and/or fire detection equipment are based on the value of the work, according to the following schedule:

BID AMOUNT (Valuation)	PERMIT FEE	PLAN CHECK FEE
\$1 through \$500	\$105	\$68.25
\$501 through \$2,000	\$210	\$136.50
\$2,001 through 5,000	\$420	\$273
\$5,001 through \$10,000	\$840	\$546
\$10,001 through \$15,000	\$1,260	\$819
\$15,001 through \$20,000	\$1,470	\$955.50
\$20,001 through \$25,000	\$1,680	\$1,092
\$25,001 through \$30,000	\$1,890	\$1,228.50
\$30,001 through \$40,000	\$1,995	\$1,296.75
\$40,001 through \$50,000	\$2,100	\$1,365
\$50,001 through \$60,000	\$2,520	\$1,638
\$60,001 through \$80,000	\$2,940	\$1,911
\$80,001 through \$100,000	\$3,150	\$2047.50
\$100,001 through \$150,000	\$3,465	\$2,252.25
\$150,001 through \$200,000	\$3,780	\$2,457
\$200,001 through \$250,000	\$4,200	\$2,730
\$250,001 through \$300,000	\$5,000	\$3,250
\$300,001 through \$350,000	\$5,800	\$3,770
\$350,001 through \$400,000	\$6,600	\$4,290
\$400,001 through \$450,000	\$7,425	\$4,826.25
\$450,001 through \$500,000	\$8,230	\$5,349.50
<p>For valuations of \$500,001 and over, fees are calculated as follows:</p> <p>Permit Fee: Valuation multiplied by 0.0165</p> <p>Plan Check Fee: 65% of permit fee.</p>		

2. Fees apply to initial submittal and one subsequent resubmittal if the initial submittal is not accepted. If the resubmittal is not accepted, the applicant will need to begin a new submittal.

3. Penalty.

Whenever any work for which a fire equipment permit is required is started without first obtaining a permit, the permit fees specified above are doubled and a Class 1 civil infraction may be issued.

4. Fee Refunds.

The fire official may authorize the refund of any fee erroneously paid or collected. The fire official may authorize the refunding of not more than eighty percent of the paid permit fee when no work has been done under an issued permit.

5. Valuation.

The valuation of the work done must be submitted at the time of application for a permit. The valuation is the value of the work to be done and includes all labor, material, equipment, and the like supplied and installed by the permittee to complete the work. The permittee may be asked to verify the valuation placed on the work. When the cost of any proposed work is unknown, an estimate of the cost shall be made and used to compute the permit fee. Upon completion of the work, a fee adjustment is made in favor of the City or permittee, if requested by either party.

6. Inspections.

The number of inspections for each permit is determined by the valuation, with the minimum number of inspections for a permit being two.

7. Revisions.

Fees include one revision to an approved submittal. Additional revisions will be charged at an hourly rate of one hundred five dollars.

8. Phasing

Submittals for projects that are done in phases for the construction shall follow the phasing approved as part of the building permit. Where a building permit has not been issued, the phasing shall be approved by the Fire Code Official.

C. Fire Protection System Verification.

The fee for verification that a fire protection system has been appropriately serviced by a fire department registered fire equipment servicer, for each inspection, is:

1. Thirty-eight dollars for:
 - a. sprinkler systems,
 - b. standpipe systems,
 - c. alarm systems,
 - d. rangehood systems,
 - e. inert gas extinguishing systems,

- f. spray booths, and
- 2. Nineteen dollars for private fire hydrants.
- D. Safety/Building & Multi-Family Inspections.

The fee for conducting safety inspections is one hundred five dollars per hour with a minimum one-hour charge, including annual life safety reviews for short-term rentals. Building and multi-family inspections will be charged according to building area per the table below:

	Building Area (sq. ft.)	Fee
A	0 – 1,500	\$44
B	1,501 – 3,000	
C	3,001 – 5,000	
D	5,001 – 7,500	
E	7,501 – 10,000	
F	10,001 – 12,500	\$202
G	12,501 – 15,000	
H	15,001 – 17,500	
I	17,501 – 20,000	
J	20,001 – 30,000	

K	30,001 – 40,000	\$355
L	40,001 – 50,000	
M	50,001 – 60,000	
N	60,001 – 70,000	
O	70,001 – 100,000	
P	100,001 – 150,000	\$512
Q	150,001 – 200,000	
R	Over 200,000	

E. Reinspections.

The fee for conducting reinspections is one hundred five dollars per incident. This applies to inspection requests beyond the allowable inspections associated with an original permit. The reinspection fee will apply when an inspection is scheduled with the fire department and the following occurs:

1. The project or occupancy is not ready for the inspection.
2. Corrections that were previously identified remain uncorrected.
3. The site is not accessible and a return visit is required.

F. Inspection fees as set forth in this section are appropriated for an estimated time spent equal to or less than one hour per inspection. Permittees are subject to additional inspection fees, which shall apply in a minimum of one-hour increments for each permit fee category, for additional time spent on inspection services to include code research and return site visits.

Section 08.02.066 Zoning

Unless an action is initiated by the city council, the fees for approvals under the zoning code are:

- A. Staff preparation of a notification district map and associated documents: One hundred fifty dollars.
- B. Type I application: One thousand eighty-five dollars. In the case of building and construction permit applications, the fee is based on Article III of this chapter.

- C. Type II application, except preliminary short plats with minor engineering review: Four thousand three hundred twenty-five dollars plus sixty dollars per each additional acre.
- D. Type II application for preliminary short plats with minor engineering review: One thousand eighty-five dollars.
- E. Type III application: Four thousand five hundred ninety dollars plus one hundred ten dollars per each additional acre.
- F. Site plan review and/or modification: Eight hundred fifteen dollars plus five hundred fifty dollars per each additional increment of ten acres of site or portion thereof.
- G. Optional consolidated project review: Four thousand three hundred twenty-five dollars plus two hundred fifteen dollars for each additional acre.
- H. Planned unit development bonus density or final planned unit development:
 - 1. Bonus density: Additional eight hundred eighty dollars if bonus density is sought.
 - 2. Final planned unit development: Three thousand two hundred ninety-five dollars.
- I. Any temporary use permit: Six hundred seventy-five dollars.
- J. Floodplain development permit: Nine hundred dollars plus fifty-five dollars per each additional acre.
- K. Establishment of a front yard setback that is more or less than the depth required by the zoning code: Eight hundred ten dollars.
- L. Accessory dwelling unit permit: Six hundred fifty-five dollars.
- M. Formal written interpretation of the zoning code: Five hundred eighty dollars.
- N. Any other matter not listed above that requires a public hearing before the hearing examiner: One thousand eight hundred ninety-five dollars.
- O. A fee of eighty-five dollars per hour may be charged to cover the cost of a particular planning staff service for the applicant that greatly exceeds the above fee or is not covered by the fees listed above.
- P. Short Term Rental Permit – ~~((Type A))~~ In residential zones: ((One)) Two hundred ~~((fifty))~~ dollars. The annual renewal for a ~~((Type A permit))~~ short-term rental unit in a residential zone is one hundred dollars.
- Q. Short Term Rental Permit – ~~((Type B))~~ In all other zones: ((Four thousand five hundred ninety)) three hundred dollars. The annual renewal for a ~~((Type B permit))~~ short-term rental unit in zones, except residential, is one hundred fifty dollars.

Section 08.02.090 Short-term Rental License Fee

There is levied a charge on the furnishing of short-term rental lodging located in the City of Spokane, a quarterly fee based on the total number of nights booked for each short-term rental listing through a short-term rental platform (Platform).

- A. Platforms shall pay \$2.00 per night booked through the Platform.

- B. The per night booking fee shall be calculated and remitted on a quarterly basis by the Platform.
- C. If a Platform fails to provide complete information the City's Chief Financial Officer or designee may estimate the quarterly per night booking fee and issue an assessment.

**Spokane Municipal Code Chapter 08.08 Lodging Tax
DRAFT TEXT**

LODGING EXCISE TAX

Section 08.08.010 Tax Levied 20

Section 08.08.010 Tax Levied

Under the authority of chapter 67.28 RCW, there is levied a special excise tax upon the sale, charge or furnishing of lodging or the granting of any similar license to use real property by any hotel, rooming house, tourist court, bed and breakfast facility, motel, trailer camp, short-term rental and other transient accommodations in the City of Spokane. The special excise tax imposed pursuant to RCW 67.28.181 shall expire in 2043.



NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(s): Housing Action Plan Code Changes Phase 2 – Short-term Rentals

PROPONENT: City of Spokane

DESCRIPTION OF PROPOSAL:

Continuing the series of City initiated development code amendments to the Unified Development Code (UDC) under the [Shaping Spokane Housing](#) program, city staff have prepared a new draft code amendment that updates Chapter 17C.316, Short-term Rentals. Given that for sale and for rent housing units have been constrained locally for the past several years, the proposed code amendment takes action on the following Housing Action Plan strategy:

- B5, “Study the local short-term rental market to reduce impact on housing affordability, neighborhood identity, and displacement.”

As well as the following City Council HAP Implementation Plan strategies:

- Strategy 1.5, “Contract with a vendor to track real-time use of housing in the City as short-term rentals and enforce compliance with City business license laws.”
- Strategy 2.6, “Consider imposing an excise tax on short-term rental gross receipts to support housing programs that mitigate displacement of regular rental units.”
- Strategy 2.7, “Expand allowable zones for short-term rentals to match current actual usage to improve licensing compliance.”

A concurrent code amendment will increase inspection fees to cover annual fire inspections for life and safety purposes, as outlined in 08.02.034 SMC, as well as updating zoning permit fees in 08.02.066. Clarification on excise tax collection will be added to Section 08.08.010, and a new Section 08.08.025, Short-term Rental Platform Fee, will be added with these amendments.

This proposal will amend Spokane Municipal Code (SMC): 17C.316.010, 17C.316.020; 17C.316.030; 17C.316.040; 17C.316.050; and 17C.316.060 to update regulations with the changing nature of short-term rental uses and to create a path to compliance for existing units operating without a permit. Concurrent amendments to fees will be made in Sections 08.02.034 and 08.02.066, as well as Section 08.08.010 and adding a new Section 08.08.025, Short-term Rental Platform Fee. The exact amendments to the code are available online at the following address: <https://my.spokanecity.org/projects/shaping-spokane-housing/hap-phase-two/>.

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 12:00 p.m. on May 9, 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: April 24, 2023 **Signature:** 

Date	Name/Event
11/18/2021	Land Use Committee of the Community Assembly
12/12/2021	Plan Commission workshop
12/17 & 12/22/2021	Winter Market at Riverfront Park (approximately 120 visitors)
1/6/2022	Community Assembly
1/18/2022	Lincoln Heights Neighborhood Council
1/25 & 1/27/2022	Virtual Open Houses (respectively, 29 and 35 participants)
2/10/2022	City Council study session
2/17/2022	Land Use Committee of the Community Assembly
4/6, 4/13, 4/20, 4/27/2022	Spring Market at Riverfront Park (approximately 190 visitors)
4/12/2022	University District Public Development Authority
4/12/2022	West Hills Neighborhood Council
4/21/2022	Land Use Committee of the Community Assembly
5/05/2022	City Council study session
2/22/2023	Plan Commission workshop
3/16/2023	City Council study session
4/11 & 4/13/2023	In-person and Virtual Open Houses (approximately 7 participants)
4/26/2023	Plan Commission workshop
6/1/2023	Community Assembly agenda packet inclusion

Substantive Public Comments Received as of 05/03/2023

	Date	Name	Topic(s)	Page
1	1/14/2022	Todd Sullivan	ADU size, ADU parking, Short-term rentals	2
2	2/18/2022	Toni Sharkey	SEPA, Short-term rentals, Duplexes, Attached Homes	3
3	2/22/2022	Craig Hunt	Short-term rentals (STR)	9
4	4/6/2022	John Schram	Short-term rentals, Duplexes, Attached Homes	10
5	4/21/2022	Will Maupin	Code changes for housing	11
6	4/22/2022	Gene Brake	ADU, STR, Duplex	13
7	5/12/2022	Joan Hunt	STR, Other	15
8	4/3/2023	Karen Riley	STR	28
9	4/10/2023	Liza Mattana	STR and Fees	30
10	4/24/2023	Yolanda Herr	STR, Other	32
11	5/3/2023	Randy Abrahamson	STR	34

Beck, Amanda

From: Planning Services Development Code
Sent: Friday, January 21, 2022 3:45 PM
To: Todd Sullivan
Subject: RE: ADU Comments from a Home Builder

Hi Todd,

Thank you for providing public comment concerning the proposed revisions to ADU regulations. This is now part of the public record for the project, and will be shared with the Plan Commission at the public hearing. We really appreciate your insightful and informed comments- in our research we've noticed that trend to increase the size for an ADU.

We are still exploring the range of code alternatives for accessory dwelling units. Plan Commission has another workshop to discuss this as well as duplexes, attached homes, and lot size transitions at their January 26th meeting that begins at 2:00 pm. If you're able or interested in attending, [the agenda](#) has the Webex login information. If not, it will be uploaded to the City's [Vimeo](#) soon after the meeting.

Thank you,
 Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II
 509-625-6414 | main 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Todd Sullivan <toddsull@live.com>
Sent: Friday, January 14, 2022 9:19 AM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: ADU Comments from a Home Builder

[CAUTION - EXTERNAL EMAIL - Verify Sender]

As a home builder in the Spokane, Coeur d'Alene and Hayden region, we have been designing proposed ADU's in the Kootenai County for the last 2 years.

My recommendations that stem from my experience in Kootenai is as follows:

- Increase ADU size to 1,000. This provides an ADU with 2 bedrooms and 1 bathroom. Our typical ADU design will have on bedroom acting as an office.
- Require the ADU to match the primary home roof system. This will minimize chaotic design and integrate better with the property and neighborhood. If not, you will have shed roof ADU's as it's cheap to build and the result will be sheds in the backyard.
 - Drive around Coeur d'Alene and look at all the ADU's that are negatively impact the aesthetics of the neighborhood.
- Require 1 parking spot on the property. This is important as the ADU will likely become a rental or unit for family. Parking on-street creates havoc and congestion.
- Short term rentals are an issue. Coeur d'Alene has numerous ADU's for the AirBnB market. In the summer, it becomes hectic with parties, crowds, etc. The owners use the ADU's as additional revenue sources. An ADU

within walking distance to the lake can produce \$75,000 plus in revenue per year if properly managed. I don't have an opinion if that should be a factor, but it's important to understand.

If interested, I'm always available for comment and discussion.

Thanks,
Todd Sullivan
Sullivan Homes
(208) 755-1017
todd@sullivanhomespnw.com

Sent from [Mail](#) for Windows

Gwinn, Nathan

From: Gwinn, Nathan
Sent: Tuesday, February 22, 2022 4:59 PM
To: 'Antonia DePasquale'
Subject: RE: Housing Ordinance

Good afternoon Toni,

Thanks for your comments. I will combine this with the others and add to the record for the file.

Yes, the Council could ultimately choose to adopt all or part of the amendments. Yes, please send the link.

Nate

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
 509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Antonia DePasquale <depasquale5@yahoo.com>
Sent: Friday, February 18, 2022 8:56 PM
To: Gwinn, Nathan <ngwinn@spokanecity.org>
Subject: Re: Housing Ordinance

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good evening Nate, I was trying to be more supportive and open minded about the ordinance last night. The city of Spokane SEPA notifications are so transparent to the citizens, it is refreshing. In the valley notifications are the size of a piece of paper or found in the newspaper, so there are a lot of folks upset that there are so many apartments that happen so quick there.

Short term rentals folks hate them and they hate them with a passion, well 80% do, the 10-20% that are making a cash love them.

Is that piece of the ordinance to get a little more accountability, so we can do a moratorium or a reduction? At Friday Harbor (is where we are at right now ;-) there's a moratorium on them and they have to give a pretty high percentage to the San Juan Island Land Trust.

So when Council votes, can they vote on certain pieces of the ordinance? Because there are some pieces that I do support, having more housing opportunities for home ownership. And the parking in back I like! Less curb cuts so we can add more trees & green, I like!

I printed this out a couple months back, you may want to change the language highlighted, it makes it seem like duplexes are only rentals.

Making sure that you're in the know about the legislation Andy Billig is working on about developing on undeveloped space? If not, I can send you a link? We could add 40,000 residents to our downtown if there were more developments: high rise condo, retail, apartments, townhomes penthouse OK too!

Nov. 10, and joint Study Session with City Council on Thursday, Nov. 11.

The Housing Action Plan identified potential first steps necessary to address housing affordability. Following any code revisions, **residents could see new types of housing in their neighborhoods**. For example, one recommendation that could be included is the introduction of small-scale duplex development in areas where single-family houses are more common. A duplex is a building that contains primary homes for two families living independently on a single lot. **Additional duplex development would give renters more housing options, increasing overall supply in the community.** However, in allowing additional duplex development as part of this first phase of code changes, design standards and neighborhood compatibility will be taken into consideration.

In many established neighborhoods, the City expects little physical change on any given block. But on a larger scale and in growing neighborhoods, **the ability for additional owners or developers to choose to build duplexes, accessory dwelling units, and attached housing is part of a coordinated strategy to provide greater relief and economic opportunity** to residents facing

Sent from my iPhone

On Feb 9, 2022, at 1:47 PM, Gwinn, Nathan <ngwinn@spokanecity.org> wrote:

Good afternoon Toni,

Thanks for your message. I will add it to the public record for the file.

To respond to the question you asked about encouraging ownership, yes, the proposals are designed to work to provide more options for all incomes and both homeownership and rental tenancies. For example, the attached housing (townhouse) proposals involve the possibility of separate fee-simple ownership. Allowing more than two attached houses with a common wall, and potentially smaller attached houses, could be introduced together with the changes to allow duplexes in additional locations, advancing more ownership options for that kind of housing in all neighborhoods.

I am also looking forward to the discussion at the Land Use Committee next week.

Nate

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Antonia DePasquale <depasquale5@yahoo.com>

Sent: Sunday, February 6, 2022 2:43 PM

To: Gunderson, Dean <dgunderson@spokanecity.org>; Gwinn, Nathan <ngwinn@spokanecity.org>; Beggs, Breean <bbeggs@spokanecity.org>; Kinnear, Lori <lkinnear@spokanecity.org>; Greg Francis <gfrancis1965@yahoo.com>; Robert Flowers <mr_mouse@comcast.net>; Tanya Starkel <tanya@avenuestonerealestate.com>

Subject: Housing Ordinance

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Afternoon Council Members, President and interested parties. I hope all had a nice weekend.

In meeting with RNC, members last week, I received a couple follow up e-mails. We have a few concerns about the new proposed housing and infill ordinance:

We all know we need housing, but home/condo/duplex Ownership (not just a rental market) is critical for any community to thrive and get ahead.

Nate, are there any pieces in the ordinance that encourage home ownership (not just rentals)? I also look forward to hearing about the Design Standards proposed at Land Use meeting next Thursday, thank you for coming.

Personally, I am not interested in an ordinance that makes a few rental market investors from Wall Street richer (see link) and I ask that my Council members and President look into this aspect as well, thank you.

<https://youtu.be/cOEZ2Csxxu8>

Thank you for listening,
Toni Sharkey

Sent from my iPhone

Beck, Amanda

From: Beck, Amanda
Sent: Thursday, February 24, 2022 1:22 PM
To: Craig Hunt
Subject: RE: support for short term rentals

Hi Craig,

Thanks for your interest in the short-term rental code amendment and the [Shaping Spokane Housing](#) project. I will include your support for the short-term rental code change in the public comment record, which will be shared with Plan Commission at the public hearing.

Right now the draft code is in a sort of holding pattern, as we've heard a lot of push back from the public over concerns this is expanding a use that is negatively impacting the housing supply. So, we're trying to come up with some additional draft code options that might address these concerns, and the interaction of short-term rentals and accessory dwelling units. Once we have additional options we would take them back to Plan Commission for a workshop before the public hearing process.

Thank you,
 Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II
 509-625-6414 | *main* 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Craig Hunt <craigthunt@gmail.com>
Sent: Tuesday, February 22, 2022 2:36 PM
To: Beck, Amanda <abeck@spokanecity.org>
Subject: support for short term rentals

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi Amanda,

I'm wondering if you have any updates regarding the proposed allowance for short term rentals in "all" zones? I'm supportive of the proposed change to the code, which would allow short term rental in areas where residential use is already permitted.

Thanks for your time,
 Craig Hunt

From: [John Schram](#)
To: [Planning Services Development Code](#)
Subject: Short term rental reedback
Date: Wednesday, April 6, 2022 11:34:12 AM

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please eliminate all short term rentals in Spokane County. This will immediately free up hundreds of rental units for those that wish to make/keep Spokane their permanent home. Let's employ basic economic principles to increase supply and keep housing in the affordability range. There is already adequate space in our existing hotel inventory for visitors.

John Schram

From: [Planning Services Development Code](#)
To: "Will Maupin"
Subject: RE: Shaping Spokane Housing Update Comments
Date: Friday, April 22, 2022 9:37:00 AM

Hello Mr. Maupin,

Thanks for your comment. I will add it to the public record for the phase 1 topics, and it will be shared with the Plan Commission at the public hearing for the first 3 topics – accessory dwelling units, lot size transition, and short plats – and with the City Council at its future, unscheduled public hearing. The Plan Commission’s hearing is tentatively scheduled for May 11, 2022 at 4 pm.

When the agenda for the May 11 hearing is posted, you can find meeting information on the [Plan Commission webpage](#). We will continue to update the project webpage as public hearings are scheduled and new efforts are announced.

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
 509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Will Maupin <willmaupin@gmail.com>
Sent: Thursday, April 21, 2022 12:43 PM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: Shaping Spokane Housing Update Comments

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello, thank you for updating me on the updates to the city's approach to the housing crisis. What I see from the city is an approach. It's nothing close to a solution.

According to a report on KXLY last night, the average home price in Spokane County increased by \$30k over the past month. ONE MONTH. A friend bought a house on the lower south hill in 2018 for \$220k. Zillow estimates it could go for \$428k today. If \$220k was his max budget today, there are two homes currently listed in Spokane he could afford. Two.

This is a crisis. People who have lived in Spokane for most of their lives, who grew up here, can't afford to live here anymore. I had to re-sign my apartment lease this spring, and my rent increased by 50%. There is an old, cheap motel on 3rd that has been converted to studio apartments leasing for \$1,200+. If you earn the median income for the county, those apartments would take more than 30% of your total income. Respectfully, you can't continue farting around with phase 1.

The longer the city fails to accept this, the worse it will get. Look at the fringes of the city limits now, where development regulations are more lax. What's being built there? Totally unsustainable, completely car-dependent developments that look like the "multifamily housing midsize apartment building" on the graphic in the update, and that's well outside of phase 1.

Those won't even solve the problem, and on top of the help they do provide, they exacerbate other problems like traffic (have you tried getting around the Southgate neighborhood anytime between 2 and 6 p.m. lately?) and climate change. They're a two steps forward, one step back situation.

It's time for big and active change. In the update I saw the word "encourage" once, and it was about townhouses. The city is exploding, cost of living is skyrocketing, and the only thing you're going to "encourage" is a few more townhouses? You're going to "allow" duplexes in more zones? Cool. Go further. Encourage them, too. And then go further than that.

Change the comprehensive plan.

Make owning a surface parking lot in the city center (which looks like swiss cheese from all of those) less appealing than developing it into high density housing. "Encourage" high density urban housing.

Apply the principles of Vancouverism to the Centers and Corridors plan, and expand the plan. Then "encourage" it. In recent years we've seen buildings demolished on the Ruby/Division couplet and be replaced with things like a Panda Express and a sprawling gas station. Encourage density in places like that to the point it would be financially stupid for a developer to build one story nonsense.

Expand where airbnbs are allowed? Ban them all together.

I know there is more red tape and more bureaucratic hurdles to this process than I could ever understand. So I appreciate the fact that this process is underway at all. But I'm frustrated. I grew up here, I've spent almost my entire adult life here, and I can barely afford to stay. I have a good job, and earn good money. Two years ago, before the pandemic hit and this all blew up, I could've bought a good house in a nice neighborhood. The homes I looked at then are being listed now for literally hundreds of thousands of dollars more than they were just two short years ago. Spokane used to lose so many of its best people to bigger, more vibrant cities. Now it's going to start losing those who stayed to places they can afford, like the Tri-Cities or somewhere awful.

Thank you for your work, and know it is appreciated. But please, we need to go so much further.

- Will Maupin

From: [Planning Services Development Code](#)
To: [Gene Brake](#)
Subject: RE: Shaping Spokane Housing
Date: Tuesday, April 26, 2022 2:48:00 PM

Hi Gene,

Thanks for your comment. I will add it to the public record for all of the phase 1 topics, and it will be shared with the Plan Commission at the public hearing for the first 3 topics – accessory dwelling units, lot size transition, and short plats – and with the City Council at its future, unscheduled public hearing. The Plan Commission’s hearing is scheduled for May 11, 2022 at 4 pm.

When the agenda for the May 11 hearing is posted, you can find meeting information on the [Plan Commission webpage](#). We will continue to update the project webpage as public hearings are scheduled and new efforts are announced, and I have added the genebrake.re@gmail.com address to the contact list for notice of future opportunities.

Sincerely,

Nathan Gwinn, AICP | Assistant Planner | Planning & Development
 509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

Residential Development Code amendments project webpage: my.spokanecity.org/projects/shaping-spokane-housing

From: Gene Brake <genebrake.re@gmail.com>
Sent: Friday, April 22, 2022 10:34 PM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: Shaping Spokane Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

I do not support several parts of Phase 1 of the Housing Action Plan. I oppose and will actively work against any effort to expand Short Term Rentals, allow ADUs without the owner occupancy requirement and include duplexes in all Residential zones unless there are some limitations.

All three of these proposals will negatively impact housing availability, promote additional escalating home prices and negatively impact neighborhoods by encouraging out of area investors.

All of these will exacerbate the housing shortage and lead to net loss of affordable housing and more homeless neighbors.

Thank you,
Gene Brake
www.genebrake.com

www.corbinpark.net

509-981-5555



601 W 1st Ave, Ste 1400
Spokane, WA 99201

"IMPORTANT NOTICE: Never trust wiring instructions sent via email. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct."

Beck, Amanda

From: Joan Hunt <craigandjoanhunt@gmail.com>
Sent: Thursday, May 12, 2022 12:44 PM
To: Beck, Amanda
Subject: Re: Support for short term housing changes

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Thanks so much, Amanda.

I'm more than willing to contribute anything more if I can; I know this is challenging and efforts are being made to try to address many needs and concerns at once.

I have genuine concern that statements such as those made by Lori Kinnear and Breann Beggs in the recent Inlander article contribute to the public's perception that short term housing use is negatively impacting the local housing supply. Especially "affordable" housing, which is a topic that is in itself complex and I would venture to guess, most of the public does not understand in its true definition as outlined by HUD.

I am also very concerned that our leadership seems ill-informed as well, and I am writing to Council President Beggs and Members Kinnear and Wilkerson, who are in my district, in an effort to provide my perspective as a small business and rental property owner.

Thank you for your work; I appreciate it as well as your communication.

Sincerely,
Joan

On Thu, May 12, 2022 at 12:29 PM Beck, Amanda <abeck@spokanecity.org> wrote:

Hi Joan,

Thank you for providing public comment in support of short-term rental code changes under the [Shaping Spokane Housing](#) project. These comments have been added to the public record, and will be included with the staff report to Plan Commission when a public hearing is scheduled.

You very thoughtfully lay out the complications of being a community landlord, and how the Covid pandemic impacted our housing market the past two years. We appreciate your perspective on this issue as we haven't heard as much on this topic from landlords.

Right now the draft code is in a sort of holding pattern, as we've heard a lot of push back from the public over concerns this is expanding a use that is negatively impacting the housing supply. The City is working to come up with additional draft code options that might address these concerns. Once we have additional options we would take them back to

Plan Commission to workshop the language before the public hearing process. To help inform the workshop, we'll include comments received to date about short-term rentals to aid the Plan Commission in discussion on additional language.

Thanks for your investment and time as a landlord in Spokane.

Thank you,

Amanda

Amanda Beck, AICP | City of Spokane | Assistant Planner II

509-625-6414 | main 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Joan Hunt <craigandjoanhunt@gmail.com>
Sent: Thursday, May 12, 2022 9:39 AM
To: Beck, Amanda <abeck@spokanecity.org>
Subject: Support for short term housing changes

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hello, Amanda.

We are writing as property owners who are in support of allowing short term housing in areas of Spokane that are currently zoned commercial or carry other zoning designations where residential housing can occur or is currently occurring. Our property is one 8-unit, mid-century apartment building on the lower South Hill. We also co-own one short term condo unit in a residential area. We do not fall into the category of a home-owner with a single room to rent, nor a "big corporate Airbnb" investment operator seeking to set up tens or hundreds of units in the downtown core. We are neither a solution to homelessness nor a threat to hotels.

Over the last years of the pandemic, property owners, particularly those of us who are small business owners and have a single apartment building with fewer than 10 units, have been hit very hard with the burden of supporting our citizens who are renters by keeping them housed and preventing more homelessness. The state's more than 20-month long rent moratorium, along with the post-pandemic RCW's governing how we may manage our property have left many of us with increased debt, damaged property, lost revenue, legal debt, and now, post-moratorium, the costs of repairing damaged units, or simply doing deferred maintenance on our property during a very high inflationary period. (This, of course, is one reason rents have gone up again...our cost of business has gone up as well.)

Allowing short term housing in a building such as ours that is currently zoned Commercial/RO, would have zero negative impact on our neighborhood, where the bulk of other buildings are also residential units (including one large SNAP apartment building across the street) and allow us to create even more positive impact. Unlike long-term rentals, short term housing allows us to better maintain our property, monitor the use and safety of our units, keep safety risks and damage to a minimum, and actually improve the surrounding neighborhood. We know what it takes to run our business and we feel we should have the ability to decide if short term units would help us, and how many we would need to incorporate in our building to gain that benefit.

Long term residential property management always has challenges, but became particularly difficult during the pandemic. 2 of 8 units in our building housed tenants who stopped paying rent, didn't apply for rent relief, damaged our property, and posed safety risks to others in the building and the construction workers employed on a building renovation next to our property. However, because of the prevailing state moratorium, we could not get an attorney to take our case in order to evict these tenants and even if we could have retained someone, we were told the timeline for the process would be very costly and take about 6 months if they were successful. (These were not frivolous cases; in one case, a gun was fired on two occasions on the property, and in the other, a worker was physically assaulted by our tenant, charges were pressed, and the police took the tenant to jail.) We lost other tenants in our building because of these 2 people, and when we finally were able to get the difficult tenants to vacate, we found thousands of dollars in damage in their units. (Including one broken brand new window; because of supply shortages, we had to wait 3 months just to receive the glass to repair it, which of course meant we had more lost revenue with an empty unit.) We were unable to recover any of the lost rent because the tenants moved, so we didn't qualify for any programs that were available for rent recovery. **This is just one story, but there are many like this from other owners as well.**

Short term housing can be a way for us to supplement our income to support our properties. I am not talking about drastically increasing our monthly personal income from this, I am speaking about the need for income to simply maintain and pay our bills in order to hold on to our property. Yes, down the road we hope this increased income will become a retirement income, but still very modest by many standards. But what crime is in that - that is, to be responsible for one's own future by maintaining a small, high-quality business?

The State and City continually characterize the disease of homelessness as one that residential rental property owners somehow are responsible for curing, and now the City Council is apparently getting lots of input from those who advocate for the unhoused that changing short term rules will create even more problems, and that it shouldn't be allowed or at least should be heavily restricted or taxed even more. Selecting an arbitrary number of allowed short-term rental units in a building, or increasing fees to implement short term housing in the same, suggests that those making the rules have any idea of the economics of owning and managing a property. The intent of the State, and now our City Council, to lay the burden of homelessness at our feet is unconscionable. This problem has been around and growing since the financial crisis of 2008. Even though Spokane offers an incredible number of support options for homeless individuals, the fact that the City hasn't, even with all the non-profits, been able to come up with viable, LONG-TERM solutions to this issue, is no reason to turn to small property owners to take this burden from them. And it is farce to believe that the problem simply stems from a lack of housing. Restricting short term rentals, and increasing costs for property owners who choose this option is NOT the solution to this complex problem. Recognition is never given to the positive advantages that good quality, long and short-term housing provides in our area.

As small business owners with rental property, we create local jobs. We hire local, independent cleaners for cleaning our properties, and pay them more than twice the current minimum wage. We treat them with respect, we help them grow their businesses, (many are younger moms who want to create their own small businesses), and help them grow their hard and soft professional skills. We hire local companies to renovate and repair our property, we use a local professional property manager, and we hire a small painting company owned by a senior to do our painting (and all this at prevailing wages). We keep our property in excellent condition, it is safe, clean and monitored by us daily and we live nearby so we respond to any needs very quickly. We pay taxes, we give back to our community through charitable giving, and we spend our dollars locally with other small businesses in Spokane. We do our exterior property upkeep (lawn upkeep, snow removal, landscaping, cleaning up parking areas etc) ourselves and hire our high school aged niece and nephew to help us. We also co-own one short term condo rental unit in a residential area, and we do the same for that business. And in all this, we also pay our utility bills, our mortgages, our property taxes and for the short term rental, our city lodging and business taxes. Anyone who thinks that small business owners are lining their pockets with this work, has either

never had the opportunity to talk with an owner or do this work themselves. I also challenge anyone to suggest that we tell grocery store owners, lawyers, retailers, restaurant owners or other small business owners that they have to be taxed more or limited in how they do their work because homeless persons need food, clothing and legal representation, and therefore these business owners must take on the weight of this problem.

The need for shorter term housing is real; traveling professionals doing contract work, entertainers who come to present the Best of Broadway series, families going through divorce needing housing, persons traveling to Spokane for medical care or visiting loved ones in the hospital, small groups or families traveling together, and travelers coming to spend money on tourism activities in our city are just some examples of people who want and need housing options. Hotels do not provide for the needs of every group. **And for what it may be worth, the taxes short term operators pay to the City are not insignificant.** It is not easy work, but it is satisfying to provide quality housing, to represent our city well, and improve our neighborhoods by our investment in them. We are not the terrible people we are often made out to be in news stories, nor are we mega landlords or absentee owners. (However, many local owners who were forced to sell their small rental properties during the pandemic, did indeed sell to cash investors from out of town...another sad loss created by the State, by legally binding property owners to subsidize non-paying tenants while offering no immediate balance of relief to owners, resulting in property owners who could not pay their bills being forced to sell.)

So often, property owners are cast as terrible "landlords" or "slum lords" while the homeless are cast as victims who have only come to their sad fate through no fault of their own; this is unfair to both groups, as both are diverse groups of individuals with varied needs and desires. This "good people, bad people" dynamic is simply an old trope that doesn't stand up and it is frustrating to read newspaper stories that represent such simplistic images. Of course it sells papers and makes the City look good to continue to engage in these myths (the latest story in [The Inlander](#) and quotes by Council President Beggs and Council Member Lori Kinnear are perfect examples). But the truth is that limiting short term housing, or increasing costs to those of us small owners who want to engage in it, is not a solution.

Obviously, we are in favor of expanding and modernizing the rules of short term housing. Please recognize that this method of housing is needed, it is a help to small business owners like we are, it supports investment in our local community, and it fills a need that does not exist in long term housing or hotels.

The changes brought into play by the pandemic have and will continue to shape the way people live, and it would benefit our community to recognize the larger narrative of how and why that is happening, in order to recognize the value and opportunity available in expanding short term housing options. This needs to happen concurrent with, but not as a threat to devising real, long term solutions to this problem of under housed people. We feel sure there is enough intelligence and imagination in our community to make this happen in the form of a win-win situation.

Thank you for your work on these changes; in our two conversations with individuals in the City Planning Department, we are encouraged by the level of thoughtful, intelligent work that has been done by your department to move this issue forward.

Respectfully,

Joan and Craig Hunt

Spokane

Beck, Amanda

From: Joan Hunt <craigandjoanhunt@gmail.com>
Sent: Friday, May 13, 2022 3:21 PM
To: Beggs, Breean
Cc: Kinnear, Lori; Wilkerson, Betsy; Beck, Amanda; Gardner, Spencer
Subject: Re: Short Term Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Good Morning, President Beggs.

Thank you for your reply. I am in agreement that updating the short term rental policies is necessary and I appreciate that all voices will be considered and I look forward to a possible forum.

With regard to your statement about other people just like me who say they see larger impact to adjoining properties - I'm not exactly sure what you mean by "just like me" since I am a property owner and I'm guessing that those who may complain of negative impacts are **not** the owners/operators of short term housing? For my part I can, without a doubt, say that the quality of my experience as an owner, and the safety and quality of life in my building as it relates to those who live there have improved with the addition of shorter term guests. There hasn't been any increase in vehicle traffic or number of people in my building, but the quality of guests are professional, quiet, and there with a specific purpose. They are courteous, follow our house rules, and express appreciation for having pleasant accommodations that suit their needs.

The fact that there are many single-family unregistered/unlicensed properties is interesting; I agree it needs to be remedied. If they are operating in residential zones that already have a pathway for registration, then I believe they should be enforced and I hope that is one area that could potentially be addressed right away, even prior to code changes.

I would not have an issue registering if I were allowed to have a short term unit in my zone, and since I am currently doing a monthly rental, I treat it as I do the long-term leases. However, because of the structure of the platform, we do pay all applicable short-term housing taxes to the city. If those unregistered residences were paying comparable taxes, would those funds, along (with all the other revenue from short-term rentals) be available to put toward your affordable housing fund?

Thanks again for your reply; I know this is a mult-faceted issue and I hope the solutions can address the needs of all.

Joan

On Fri, May 13, 2022 at 7:51 AM Beggs, Breean <bbeggs@spokanecity.org> wrote:

Thanks so much Joan. We are attempting to gather all the feedback from as many stakeholders as possible to guide as as we do what is best for the entire City. Your well articulated perspective will be very helpful. Once we have an actual proposal on the table, we will also likely schedule some type of public engagement forum where we can hear from you and others in real time.

I do want to point out that the eviction moratorium imposed by the State expired last year and I don't see it coming back. The City Council also distributed tens of millions of dollars in rental assistance to landlords to mitigate some of the losses they experienced during that moratorium. I also don't see regulation of short term rentals as a solution for homeless individuals, because they need below market housing. I have heard many concerns from people just like you that short term rentals do pose larger impacts to adjoining properties than regular rentals; and, that the loss of market rate housing is making it more difficult for everyday families to find vacant rental housing.

Last I checked, there where almost 800 single family market rate residential units being diverted into short term rentals. Only a fraction of them where actually registered and licensed with the City. It seems appropriate to update our polices and enforcement and I look forward to your continued input.

Best,

Breean Beggs

From: Joan Hunt <craigandjoanhunt@gmail.com>

Sent: Thursday, May 12, 2022 3:54 PM

To: Beggs, Breean <bbeggs@spokanecity.org>; Kinnear, Lori <lkinnear@spokanecity.org>; Wilkerson, Betsy <bwilkerson@spokanecity.org>

Subject: Short Term Housing

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Council President Beggs, and Council Members Kinnear and Wilkerson,

I am writing in response to the current conversation about changes to the City Code governing short term rentals and specifically to points brought up in the May 5, 2022 article in The Inlander, "Spokane may consider tweaking its Airbnb policy - if it can figure out what the current one is"

My husband and I are property owners who are in support of allowing short term housing in areas of Spokane that are currently zoned commercial or carry other zoning designations where residential housing is currently occurring. Our property is one 8-unit, mid-century apartment building on the lower South Hill in a Commercial/RO zoning. We have been told by City Planning that based on our zone, we can enter into leases of 30 days, but no less, so we have 2 units in our building that we have furnished and offer for extended stays and advertise through Airbnb. We also co-own one condo unit (for the last 9 months), in a residential area northwest of Kendall Yards that is currently a licensed short-term rental advertised through Airbnb. We do not fall into the category of a home-owner with a single room to rent, nor a "big corporate Airbnb" investment operator seeking to set up tens or hundreds of units in the downtown core. **We do**

our best to set our rents at rates that allow us to maintain our property, pay our mortgage and taxes, pay the professionals we have to hire to do work for us, pay our professional property management company, and create some reserve for unexpected expenses, but the economics of that do not make it possible for us to charge 'affordable housing' rates as defined by the local housing authority. So we don't fall into a category of those who, if they set up a short term rental, would be denying affordable housing by doing so.

In the 4 years we've owned the property, we have taken less than \$6500 a year from the property for personal income. In that same time, we have had to make improvements and updates to the interiors of every unit in our building as well as do roof repair and chimney repairs, replace all windows, siding, railings, stairs and decking, and prune large trees. This was because when we purchased the property from my dad's estate, he and my mom had provided low rental rates (if not officially "affordable housing"), for so long, that they could not manage to keep up with the severe needs of the building, and the deterioration and resulting costs for repair and maintenance were overwhelming. The same tenants who my mom would provide birthday cards and Christmas cakes for, told us they did not report maintenance issues for fear that "our rent would be raised", which is pretty frustrating to hear, but reveals a bit of a not-uncommon mindset that we've encountered with tenants. Two of these tenants lived in the building for more than 20 years each and when we took on the building, we were dismayed at the amount of damage that existed from tenant neglect. We have done this work because we care about it, we believe we are good at it, we enjoy contributing to the neighborhood, and hope that one day it supplements our income. However, if we have an opportunity to make our lives smoother by having the option of diversifying our mix of rental options, and that allows us more income, we would like to take it.

We are also among small property owners who sustained financial losses during the more than 20-month rental moratorium. Specifically we had 2 tenants who stopped paying rent, would not apply for assistance, posed physical threats to others in the building and to workers next door to our building, and whom we could not evict because even with "just cause", no attorney would take our cases during the moratorium. Even if they had, we were told it would be very costly, and because of state laws, would take 6 months or more to go through the process of eviction. When one of these tenants finally went to jail for assaulting a construction worker next door to our building, he decided to flee town after he was released so we got our apartment back. Our cost to repair damage to the unit was \$4000, we had to wait 3 months for the glass to replace a broken window so lost time to re-rent the unit, and the tenant left owing \$2400 in unpaid rent that we could not recover. The other tenant whose "friends" visited her often, and for whom the police and paramedics were called 3 separate times for drug overdoses, and who twice fired a gun on our property, was finally convinced by our property manager to move. She left damages that cost \$3500 to repair and unpaid rent in the amount of \$2200. Because of this one tenant's

behaviour and our inability to evict her, we lost 2 other good tenants, two of whom we let out of their leases without penalty because we also feared for their safety and in good conscience could not expect them to stay when we no longer had the ability to do what was needed to provide a safe environment.

This backstory leads to why we are supportive of opening up other zoning areas to shorter-term units; our property is already being used for residential purposes, it has no negative impact on the neighborhood, we can provide a needed housing opportunity, we have more control over who is in our property, we have the freedom to immediately remove anyone who poses a danger, we have the ability to keep our units maintained by being in them more frequently and cleaning them regularly, the rent money is guaranteed prior to occupancy, we don't have the problem of squatters, and the additional income helps us keep up with rising costs for maintaining our property. With regard to costs, as an example, over the past 4 years our cost to renovate a unit has more than doubled. In 2018 we paid \$22,000 to update a 65 year-old 1 bedroom unit and today it will cost us \$48,000. The economics of keeping up a property, while paying usual costs such as professional management, mortgage, utilities, taxes, and maintenance simply do not allow us to charge the 'affordable housing' rates desired for our underhoused population. If we supplement our long-term rates with the shorter-term ones, it eases our burden and gives us a path toward a more stable business model.

President Beggs, in the Inlander article, you suggest charging additional fees of \$15 per night for short term rentals to fund affordable housing "since these units are taking away affordable housing". How do you know if these units would be priced as affordable housing by the owners if they were long-term housing versus short-term? I am aware of at least 7 studio studio units downtown currently rent for \$1000/month with \$50/month utility costs. And, if someone has to park a car, the rates are \$100/month in lots next to these buildings. If I'm correct, these costs are not consistent with affordable housing. So to assert that all units downtown are going to be affordable housing seems incorrect. Additionally, some of these units that I'm aware of are in very old buildings that have had to have extensive renovation or remodeling work to bring them to code in order for them to be habitable. Especially with inflation and supply chain issues, this is currently extremely costly work. Based on my experience as a business owner, I would guess it is not possible to charge lower rent on these units and be able to justify doing the necessary work to create this housing.

Unless the article is incorrect, it sounds like you may be thinking that needed changes will affect only two categories of persons; "big corporate Airbnb's" and "small-time homeowners renting out their rooms". I am neither of those entities, and my property is not in the downtown core. So to limit my ability to discern what works economically for me in my 8-unit building on the lower South Hill, by creating an ordinance limiting my ability to operate one unit as a short term unit because I already co-own another short term unit across town doesn't address my needs, and seems completely arbitrary; I am curious to know on what economic facts are you basing this suggestion.

Further, Council Member Kinnear, you are quoted as saying "We have almost 800 Airbnbs around"... "almost the same number of homeless in our city". Perhaps this quote is not contextualized correctly, but it sounds like you are saying that short-term housing is the reason 800 persons are unhoused in Spokane. If so, it's hard to believe that anyone who had looked into homelessness and its complexities, and anyone who had talked with rental property owners would be able to make such a correlation. And I personally feel it's a very misleading statement and a disservice to anyone reading this article who really cares about the issues and is looking for guidance about how to take a position on it.

It's also interesting that there is rarely a mention of the fact that beyond "tourism", short-term housing provides a service for a segment of the population for whom hotel stays or long term rentals don't work. Traveling professionals, health-care workers on contract, persons traveling to Spokane for extended health care, or to attend to or visit family members in the hospital for extended time, families who need intermediate housing while in the process of divorce, professionals coming to Spokane to perform in productions such as the Best of Broadway series or youth sports events all need and want options other than hotels. Additionally, those of us who have decided to offer short term housing through Airbnb pay taxes that benefit the region and state, collected and disbursed by Airbnb. From the Airbnb Site:

Airbnb [collects and pays](#) a number of taxes on your (the owner's) behalf, including:

- *The Washington Combined Sales Tax*
- *Special Host/Motel Tax*
- *Convention and Trade Center Tax*
- *Regional Transit Authority Tax*
- *Tourism Promotion Area Charges in the State of Washington*

All locally imposed taxes on transient lodging will be collected on reservations in Washington. The Special Hotel/Motel Tax is typically 1-5% of the listing price including any cleaning fees for reservations 29 nights and shorter. Other local taxes vary and are only applicable in certain cities and counties.

As small business owners who have long-term rentals as well as one short-term, we create local jobs. We hire local, independant cleaners for cleaning our properties, and pay them more than twice the current minimum wage. We treat them with respect, we help them grow their businesses, (many are younger moms who want to create their own small businesses), and help them grow their hard and soft professional skills. We hire local companies to renovate and repair our property, we use a local professional property manager, and we hire a small painting company owned by a senior to do our painting (and all this at prevailing wages). We keep our property in excellent condition, it is safe, clean and

monitored by us daily and we live nearby so we respond to any needs very quickly. We pay taxes, we give back to our community through charitable giving, and we spend our dollars locally with other small businesses in Spokane. We do our exterior property upkeep (lawn upkeep, snow removal, landscaping, cleaning up parking areas etc) ourselves and hire our high school aged niece and nephew to help us. We also pay our utility bills, our mortgages, our association dues and our property taxes. In our shorter term units, we provide a positive, high-quality, personal experience of Spokane hospitality which reflects well on our city. It is not necessarily always easy work, but it can be meaningful and satisfying.

Over the last 3 years, it seems like the intent of the State, and now our City Council, is to lay the burden of homelessness at our feet. In reality, this problem has been around and growing since the financial crisis of 2007-08, and the resulting fallouts from predatory lending activities have left long-lasting, complex and far-reaching problems that demand significant creativity, collaboration, and ongoing dedication to resolve for the long term. So expecting that private owners of residential rental property could suddenly have the power and responsibility to significantly impact this difficult issue is unfair and naive. Imagine trying to tell grocery store owners, restaurateurs, automobile sellers, lawyers, clothing retailers, or other small business owners who have something to offer the underhoused, that they have to be taxed more or limited in how they do their work because homeless persons need food, clothing, transportation, or legal representation, and therefore these business owners must take on the weight of solving this problem in the way that property owners, especially over the last 3 years, have been asked to.

Please consider the long-term breadth of impact your decision making will have on varied members of this community. The changes brought into play by the historic housing crisis, and then the pandemic, have and will continue to

shape the way people live, work, and engage in community, and we benefit by recognizing the larger narrative of how and why changes are happening, in order to recognize the value and opportunity available in expanding short term housing options. I believe this can happen concurrently with, but not as a threat to devising real, long term solutions to this problem of under housed people, and that it can happen via a win-win situation.

Thank you for your service to our community, and for your willingness to look at this meaningful issue.

Sincerely,

Joan Hunt

From: [Planning Services Development Code](#)
To: [Karen Riley](#); [Planning Services Development Code](#)
Cc: [deBit, Donna](#)
Subject: RE: AirBnB
Date: Monday, April 10, 2023 11:21:34 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hi Karen,

Thank you for providing public comment about the proposed [Short-term Rental changes](#).

The proposed changes are not meant to keep people from operating a short-term rental if they choose to. One of the main points is to update the code so that properties which are offering vacation rentals without the appropriate business license and permit, or in a zone that currently doesn't allow it, can come into compliance.

Short-term rentals do have an effect on the supply of long-term housing options in our city, but we know that people also use them to say, pay the construction loan for a detached accessory dwelling unit they've built or to cover their mortgage payment, or to pay a loan for a multifamily project they've constructed.

Please feel free to reach out if you have any questions or further comments. We're also holding a virtual open house this week if you would like to join:

Thursday, April 13, 2023 from 5:30 – 6:30 p.m.

Participate via video link on your computer:

- [Join meeting on Microsoft Teams](#)
- Meeting ID: 296 703 689 75
- Password: umVE27

Thank you,
Amanda

Amanda Beck, AICP | City of Spokane | Planner II

509-625-6414 | main 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Karen Riley <karenriley98@gmail.com>
Sent: Monday, April 3, 2023 3:43 PM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: AirBnB

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Please consider that many people rent out a portion of their home for additional income. That is way different than purchasing a property for the exclusive use as an AirBnB.

From: [Planning Services Development Code](#)
To: [Liza Mattana](#); [Planning Services Development Code](#)
Cc: [deBit, Donna](#)
Subject: RE: Airbnb, VRBO city policy discussion
Date: Monday, April 10, 2023 11:34:36 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hi Liza,

Thank you for providing public comment about the proposed [Short-term Rental changes](#). The City does charge for short-term rentals (STR), we require a business license and approval of a STR permit, and there is an annual renewal fee if you wish to continue the use. In our proposed changes we are increasing those to make sure we are covering costs.

Short-term rentals do have an effect on the supply of long-term housing options in our city, and we want to prioritize long-term rentals. We recognize that some property owners also utilize STRs to pay back the construction loan for a detached accessory dwelling unit, to cover their mortgage payment, or to pay a loan for a multifamily project they've constructed. So, it's a fine balance of trying to limit the possible negative impact with the possible positive ability to fund new housing units or support existing residents.

Please feel free to reach out if you have any questions or further comments. We will record the open house and post the video on the project webpage (linked above) so you can watch it if you're interested.

And, your comment will be part of the public record once we go to public hearing with the Plan Commission and the City Council.

Thank you,
Amanda

Amanda Beck, AICP | City of Spokane | Planner II

509-625-6414 | main 509-625-6500 | abeck@spokanecity.org | spokanecity.org



From: Liza Mattana <lizamattana@gmail.com>
Sent: Saturday, April 8, 2023 7:29 AM
To: Planning Services Development Code <erapsdc@spokanecity.org>
Subject: Airbnb, VRBO city policy discussion

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Hi

I won't be able to make this Thursday but wanted to provide comments

I think the city should charge fees for short term rentals. Not sure how, but i think it should be charged often enough or at a high enough rate that these kinds of rentals are discouraged. Priority for housing should be for city residents. if the impact of fees or taxes isn't felt, investors will buy up inventory further keeping housing out of reach for residents. fees would be used to help make housing more affordable in the city.

Also, another thought...Can the city charge fees to people that own houses in the city that are not their primary residence?? We live on 26th Ave just west of Bernard. On our block we have three houses that are largely unoccupied, except for a few days out of the year. One owner lives in Alaska, one in the west side of Washington and another in California. Can the city tax these properties? Then use the money to offset high rents or other ways to make housing more affordable. I think there is significant money to be gained to help folks. There are several homes, especially in our neighborhood on the south hill, that are unoccupied second, or even third and fourth homes.

Thanks for taking the time to read these comments. Hope it adds to the discussion.

Liza Mattana

453 W 26th Ave, Spokane, WA 99203

From: [deBit, Donna](#)
To: [yolanda Herr](#)
Subject: RE: Short Term Rental Code Updates - Housing Action Plan Ph. 2
Date: Monday, April 24, 2023 12:12:00 PM

Hi Yolanda,

Thanks for your comment. I'll add your comment to our record for the Short-Term Rental updates. Please feel free to reach out with any questions you may have in the future!

Thank you,



Donna deBit | Associate Planner | City of Spokane Development Services Center
 Desk [509.625.6637](tel:509.625.6637) | Cell [509.530.0814](tel:509.530.0814) | spokanecity.org

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I will be on maternity leave beginning May 15th, 2023

From: yolanda Herr <louiesfarmhome@gmail.com>
Sent: Friday, April 21, 2023 11:25 PM
To: deBit, Donna <ddebit@spokanecity.org>
Subject: Re: Short Term Rental Code Updates - Housing Action Plan Ph. 2

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Have you ever thought that stricter laws to protect home owners would probably have people not be running g toward a short term rental. The current laws are ridiculous and it makes people who have worked hard not trust to rent out their home and help with what you call a problem. I had thus home as a rental but because of your laws they squatted...moved in people not on the lease caused me to spend thousands that I didn't have (law makers seem to think people with rentals are rich. Which is not true) to get them out. . I feel the state has taken their responsibility and pushed it off into rental owners . To allow someone to not pay rent fir half a year and not protect tge owner us horrible...now no one's wants to do this anymore and now you have a problem. Here is an idea make better laws to protect owners and you would not have this problem. There problem fixed. Your welcome!

On Fri, Apr 21, 2023 at 3:19 PM deBit, Donna <ddebit@spokanecity.org> wrote:

Good afternoon!

You're receiving this email because you have an active City of Spokane Short Term Rental Permit **OR** have had one in the past.

You've likely seen short-term rentals (e.g. Airbnb, VRBO) in the news nationally for their possible impacts on long-term housing supply. In response to how this alternative lodging option has grown in popularity, Planning staff have been working on changes to provide for the orderly and safe provision of short-term rentals in Spokane. **Short-term rentals** are residential units (e.g. bedrooms, basements, entire dwellings) that the property owner rents to a guest for periods of **less than 30 days**.

Currently, short-term rentals (STRs) are only allowed in residential areas of the city and require a permit, which ensures the STR is operated in a safe manner that does not significantly affect the residential nature of the neighborhoods. Operating STRs in non-residential zoning districts changes the building use to a hotel/motel.

What are the proposed changes under Shaping Spokane Housing? ([Click to read draft](#))

- Expand where STRs may be located – such as in the downtown core and other non-residential zoning districts. This creates a path to compliance for existing units operating without permits.
- Cap the number of units by structure type. Low-density residential structures (single-family detached homes, duplexes) are limited to one STR unit. Structures with three or more units in residential zones are limited to 20% of the total units being rented out as STRs, and in non-residential zones will be limited to 30% of the total units.
- Establish annual life safety inspections through the Fire Department and require a notarized Life Safety Compliance form for new or renewing permits.
- Permit fees are changing to match the proposed regulation updates:
 - STRs in residential zones will pay \$200 and \$100 for their annual renewal;
 - STRs in non-residential zones will pay \$300 and \$150 for their annual renewal

Existing STRs that have a current permit will be allowed to grandfather their existing units. Those grandfathered permits would not be allowed to add more units, and go further out of compliance with changed regulations, or if the STR use was stopped and a new permit obtained your property would be subject to the new provisions for unit caps. This provision is being added to the proposed changes following comments from public outreach (it is not included in the draft on the website as this is being newly added).

Please feel free to email DevelopmentCode@spokanecity.org with any questions related to the proposed changes, or visit our webpage at [HAP Phase 2 - City of Spokane, Washington \(spokanecity.org\)](https://www.spokanecity.org/HAP-Phase-2-City-of-Spokane-Washington)

Thank you!



Donna deBit | Associate Planner | City of Spokane Development Services Center

Desk [509.625.6637](tel:509.625.6637) | Cell [509.530.0814](tel:509.530.0814) | spokanecity.org

Emails and attachments sent to or from the City, including personal information, are presumptively public records that are subject to disclosure. - Chapter 42.56 RCW

I will be on maternity leave beginning May 15th, 2023



Spokane Tribe of Indians
Tribal Historic Preservation Office
P.O. Box 100 Wellpinit WA 99040

May 3, 2023

To: Amanda Black, Planner II

RE: Home Action Plan Code Changes Phase 2-Short Term Rentals

Ms. Beck,

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 "*housing action plan code changes phase 2 -short term rentals*", 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.

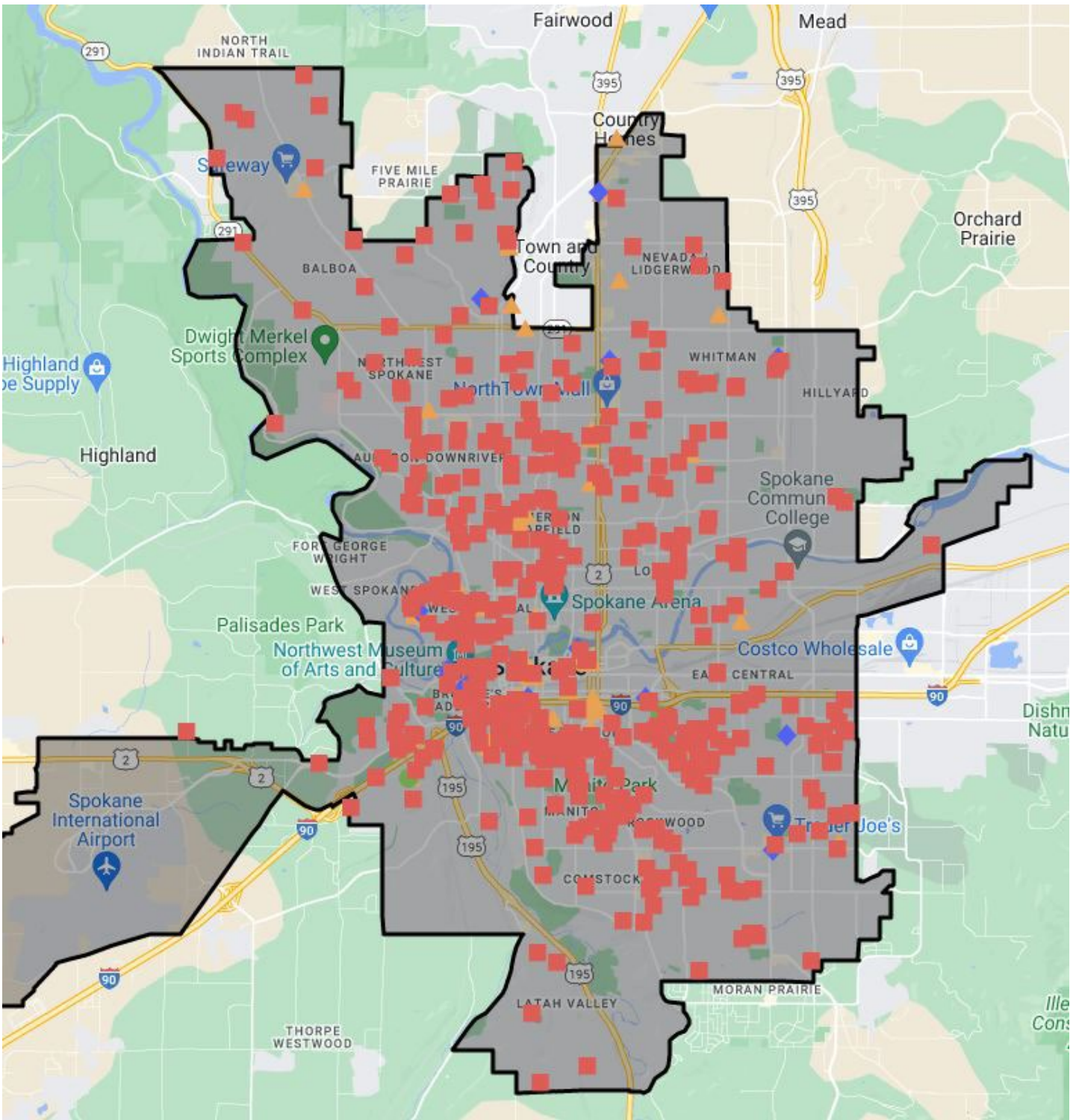
Should additional information become available or scope of work change our assessment may be revised.

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



Short-term rentals active as of May 2, 2023
Total active listings: 648

NEIGHBORHOOD GOAL N 1 – THE DOWNTOWN NEIGHBORHOOD.

Recognize downtown Spokane as the primary economic and cultural center of the region and improve its viability as a desirable neighborhood in which to live and conduct business.

Neighborhood Policy N 1.1 – Downtown Development. *Develop downtown Spokane as the primary economic and cultural center of the region and provide a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents.*

Discussion: Develop downtown Spokane as the primary economic and cultural center of the region and provide a variety of housing, recreation, and daily service opportunities that attract and retain neighborhood residents.

URBAN DESIGN AND HISTORIC PRESERVATION GOAL DP 4 – DOWNTOWN CENTER VIABILITY.

Create a vital, livable downtown by maintaining it as the region's economic and cultural center and preserving and reinforcing its historic and distinctly urban character.

Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers. *Encourage investments and create opportunities that increase the number of residents and workers in downtown Spokane.*

Discussion: Increasing the number of residents and workers in the downtown area provides the necessary number of patrons to maintain a healthy business climate, which increases the tax base, making more funds available for the provision of public facilities and services. More people in downtown Spokane can increase street level activity and can lessen crime by having more “eyes-on-the-street.” Supporting investments and opportunities is not only a benefit to developers and property owners, but to the general public as well, which can enjoy a safer, thriving business district.

ECONOMIC DEVELOPMENT GOAL ED 3 – STRONG, DIVERSE, AND SUSTAINABLE ECONOMY

Foster a strong, diverse, and sustainable economy that provides a range of employment and business opportunities.

Economic Development Policy ED 3.10 – Downtown Spokane. *Promote downtown Spokane as the economic and cultural center of the region.*

Discussion: Continue to support our economic partners in revitalizing downtown retail activity, expanding job opportunities in the public and private sectors, attracting recreational, arts, and entertainment and tourist businesses, and developing downtown housing.

ECONOMIC DEVELOPMENT GOAL ED 8 – QUALITY OF LIFE AND THE ENVIRONMENT

Improve and protect the natural and built environment as assets that attract economic development opportunities and enhance the City of Spokane's quality of life.

Economic Development Policy ED 8.3 – Recreation and Tourism Promotion. *Promote the region's outdoor amenities, recreational opportunities and tourism.*

Discussion: Recreational and tourism business opportunities abound in the Spokane region because of the geographical location and abundance of lakes, streams, and mountains. The Spokane River and Spokane Falls, in particular, are key outdoor recreation and tourism resources for the city.

HOUSING GOAL H 1 – HOUSING CHOICE AND DIVERSITY.

Provide opportunities for a variety of housing types that is safe and affordable for all income levels to meet the diverse housing needs of current and future residents.

Housing Policy H 1.21 – Development of Single-Room Occupancy Housing. *Allow development of single-room occupancy units in downtown Spokane and in other areas where high-density housing is permitted.*

Discussion: Single-room occupancy (SRO) housing contains units for occupancy by one person. These units may contain food preparation areas, sanitary facilities, or both. Due to their small size, SRO units are less expensive to rent than regular apartments, so they often serve as the only affordable housing option for many lower-income individuals. Maintaining and increasing the supply of SRO housing is an important part of the lower-income housing market.

**CITY OF SPOKANE PLAN COMMISSION
FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS
REGARDING SHAPING SPOKANE HOUSING TEXT AMENDMENTS
TO SHORT-TERM RENTALS**

A recommendation of the City of Spokane Plan Commission to the City Council to approve amendments to the Spokane Municipal Code proposed by Shaping Spokane Housing text amendments. The proposal amends the Unified Development Code (UDC) Chapter 17C.316, Short Term Rentals.

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 housing element meeting the requirements of RCW 36.70A.070(2).
- B. 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 the Implementation Plan included as Appendix A that outlines several strategies and policies to address short-term rental units in the City.
- C. The City's civic engagement contractor, Granicus, has pulled short-term rental listings from the vacation rental platforms licensed in Washington State and determined that there are short-term rentals operating in zoning districts which do not currently allow a short-term rental use.
- D. Outreach and public communication began in November 2021, reaching nearly 400 residents, and included the following, among other community touch points:
 1. Presentations at the Land Use Subcommittee on November 18, 2021; February 17, 2022; and April 21, 2022;
 2. In-person booth at the Riverfront Park Winter Market on December 15 and 22, 2021;
 3. Presentation at Community Assembly on January 6, 2022;
 4. Presentation at Lincoln Heights Neighborhood Council on January 18, 2022;
 5. Virtual open houses on January 25 and 27, 2022;
 6. Presentation to the West Hills Neighborhood Council on April 12, 2022;
 7. Presentations at University District Development Committee and the West Hills Neighborhood Council on April 12, 2022;
 8. In-person booth at the Riverfront Park Spring Market on April 6, 13, 20, and 27, 2022;
 9. In-person open house on April 11 and a virtual open house on April 13, 2023; and
 10. Inclusion in the Community Assembly agenda packet for June 1, 2023.
- E. Public comment, as well as agency comments, received prior to the May 10, 2023, Plan Commission public hearing were included in the staff report as Exhibit D.

- F. On November 10, 2021, January 12, 2022, February 22, 2023, and April 26, 2023, the Spokane Plan Commission held workshops to discuss draft language, receive updates on draft language and public outreach, and review and evaluate with city staff alternatives to proposed text changes.
- G. On March 2, 2023, the Washington State Department of Commerce and appropriate state agencies received the required 60-day notice before adoption of proposed changes to the Unified Development Code pursuant to RCW 36.70A.106.
- H. On April 24, 2023, a notice of intent to adopt and request for SEPA agency comments was issued for the draft code pertaining to short-term rentals and the concurrent fee changes. A State Environmental Protection Act (SEPA) Determination of Nonsignificance and Checklist were issued by Planning Services on April 24, 2023. The comment period ended on May 9, 2023. The Spokane Tribe of Indians issued comment noting project actions may require case by case cultural surveys.
- I. A legal notice of public hearing was published in the *Spokesman-Review* on April 26 and May 3, 2023.
- J. The proposed text amendments were drafted and reviewed pursuant to the process established under RCW 36.70A.370 to ensure that the proposed changes will not result in unconstitutional takings of private property.
- K. Amendments to Title 17 are subject to review and recommendation by the Plan Commission.
- L. The Plan Commission held a public hearing on May 10, 2023 to obtain public comments on the proposed amendments.
- M. During deliberations held on May 10, 2023, the Plan Commission voted to modify the proposed text in 17C.316.040.B concerning maximum number of short-term rental units permitted in structures in residential zones. Plan Commission directed staff to allow one or both dwelling units of a duplex to allow a short-term rental. Additionally, Plan Commission directed staff to strike text noting that a short-term rental in an accessory dwelling unit counts towards the maximum short-term rental units permitted. The motion passed unanimously.
 - 1. For the corresponding regulation of maximum short-term rental units in non-residential zones, Plan Commission directed staff to similarly allow one or both units of a duplex to have short-term rental units, and to strike text counting a short-term rental unit in an accessory dwelling unit towards the maximum allowed. This motion passed unanimously.
- N. During deliberations the Plan Commission indicated the preference to remove residential appearance requirements that would require no internal or external alterations that could make a residential structure less residential in nature, instead allowing that to be governed by other sections of the Spokane Municipal Code and directed staff to remove this language. The motion passed unanimously.

Findings of Fact, Conclusion, and Recommendation
Shaping Spokane Housing Text Amendments to
Short-term Rentals

1. The corresponding requirement about maintaining the residential nature of a structure was removed for short-term rental units in non-residential zones as well, with Plan Commission noting that such changes would not be impactful in zones that are not residential in nature. The motion passed unanimously.
- O. During deliberations the Plan Commission discussed the proposed notification requirement for short-term rentals in non-residential zones. Given that in the Downtown Core zone, and other zones where lots may be part of a condominium plat or very small, notification to adjacent property owners was deemed onerous on applicants. Plan Commission directed staff to remove the short-term rental notification requirement for permits in non-residential zoning districts. The motion passed unanimously.
 - P. 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.
 - Q. 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 short-term rentals:

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 regulations create a path to compliance for short-term rental units currently operating in zoning districts which do not permit the use, and clarify regulation of short-term rental units for both residential and non-residential zoning districts.
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. Neighborhood Goal N 1 – The Downtown Neighborhood;
 - b. Economic Development Policy ED 3.10 – Downtown Spokane;
 - c. Urban Design and Historic Preservation Goal DP 4.1 – Downtown Residents and Workers;
 - d. Economic Development Policy ED 8.3 – Recreation and Tourism Promotion;
 - e. Housing Goal H 1 – Housing Choice and Diversity;
 - f. Housing Policy H 1.21 – Development of Single-Room Occupancy Housing.

RECOMMENDATION:

In the matter of the ordinance pertaining to short-term rentals, 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 unanimous vote, recommends to the Spokane City Council the **APPROVAL** of the proposed amendments to Chapter 17C.316, Short Term Rentals.
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 \(May 18, 2023 21:29 PDT\)](#)

Greg Francis, President
Spokane Plan Commission

May 18, 2023

2023-05-10_PC Findings and Conclusions_STRs

Final Audit Report

2023-05-19

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