

CITY OF SPOKANE



REGARDING CITY COUNCIL 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 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 April 29, 2024, meetings is below. All meetings will 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 April 29, 2024:

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 249 250 76017; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 248 540 52859; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 249 143 67432; password: 0320

To participate in public comment (including Open Forum):

Testimony sign-up is open beginning at 5:00 p.m. on Friday, April 26, 2024, and ending at 6:00 p.m. on Monday, April 29, 2024, via the online testimony sign-up form link which can be accessed by clicking <https://forms.gle/Vd7n381x3seaL1NW6> or in person outside council chambers beginning at 8:00 a.m. on April 29, 2024. You must sign up by 6:00 p.m. to be called on to testify. (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 not relating to the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. "Affairs of the city" shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Individuals speaking during the open forum shall address their comments to the council president and shall maintain decorum as laid out in Rule 2.15 (Participation by Members of the Public in Council Meetings).

**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. Two-minute time limit for comments made during open forum, and three-minute time limit on public testimony regarding legislative items!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. After the conclusion of all legislative business, the council shall recess briefly and then convene for an open forum, unless a majority of council members vote otherwise. The open forum shall have twenty (20) spaces available. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. The council shall conclude open forum after twenty (20) speakers unless a majority of council members vote to allow additional speakers. The city clerk and other staff shall not be required to remain in attendance during the open forum. Nothing in this Rule 2.2 shall be deemed to require open forum or the legislative session to continue after 10:00 p.m., or to require open forum during a council “Town Hall” meeting contrary to Rule 2.14.F.
- B. Members of the public can sign up for open forum beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign themselves in using a name. Members of the public who are unable to sign up during the sign-up period or who attempt to sign up late will be added to the list of speakers at the discretion of the chair, or their designee. The order of the speakers will be determined at the discretion of the chair, taking into account any special accommodations for persons of limited English proficiency as provided in Rule 2.2.F below. Each speaker shall be limited to no more than two (2) 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. “Affairs of the city” shall include (i) matters within the legislative, fiscal or regulatory purview of the city, (ii) any ordinance, resolution or other official act adopted by the city council, (iii) any rule adopted by the city, (iv) the delivery of city services and operation of city departments, (v) any act of members of the city council, the mayor or members of the administration, or (vi) any other matter deemed by the council president to fall within the affairs of the city, which determination may be overridden by majority vote of the council members present. Absent permission of the chair, 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. 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.
- E. No person shall be permitted to display visual information during open forum, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2@spokanecity.org. Individuals speaking during open forum shall address their comments to the council president, and speakers as well as members of the audience shall comply with Rule 2.15 (Participation by Members of the Public in Council Meetings).
- F. Participation of individuals with limited English language proficiency in open forum shall be accommodated to the extent set forth in Rule 2.15.J.

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

The council encourages public participation in the legislative process. Council meetings shall be conducted in a manner that provides the opportunity for all attendees to hear, see and participate in the proceedings to the extent provided in these Rules and applicable city, state, and federal law. Speech or conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting is prohibited. In addition to these general principles governing public participation, the following specific rules apply:

- 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, hearing items, special considerations, and other items before the city council requiring council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during open forum.
- B. No member of the public may speak without first being recognized for that purpose by the chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the clerk.
- E. Those who wish to provide commentary but do not wish to give verbal comments at the podium may provide written comments to the council via letter or electronic mail.
- F. No person shall be permitted to conduct demonstrations, display banners, hold signs, applaud or boo speakers, use profanity, vulgar language or obscene speech, yell or make comments that attack or verbally insult any individual, or engage in other such disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the proceedings.
- G. Standing is permitted so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when standing.
- H. 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.
- I. 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.
- J. City employees or city officials (including members of city boards and commissions) 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.
- K. 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 policy advisor and/or a 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 harassing other attendees or risk being removed and/or prohibited from attending future meetings.

- L. The city council intends to fully comply with chapter 18.11 SMC, Language Access in Municipal Proceedings. Rules regarding participation of individuals in council proceedings, including legislative sessions and open forum, shall be deemed amended to conform to any Language Access Plan adopted by the council pursuant to SMC 18.11.030. Except as otherwise provided in an adopted Language Access Plan, individuals with limited English language proficiency are encouraged to contact the council office director at least five (5) days prior to a scheduled legislative session for assistance with the signing up to testify or to arrange translation or interpretation assistance.
- M. City council legislative sessions are regularly video and audio recorded and available online (<https://vimeo.com/spokanecitycouncil>). Members of the public may also photograph or film council proceedings so long as doing so maintains compliance with applicable fire codes and the Americans with Disability Act (ADA), does not interfere with reserved seating areas, and does not impede access to entrances and exits to the Council Chambers, aisles, or pathways inside the Council Chambers. Attendees shall be mindful not to obstruct the views of others in Council Chambers when photographing or recording. No flash photography or other lighting is permitted.
- N. RCW 42.17A.555 generally prohibits the use of city facilities for electioneering. Therefore, no person may use the council meeting or facilities for the purpose of assisting a campaign for election of any person to any office, or for the promotion of or opposition to any ballot proposition. In this context, the term “facilities” includes council chambers, the council gallery and the speaking opportunities available through the public comment and open forum procedures set forth in these rules.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. Members of the public can sign up to give testimony beginning no later than 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the online testimony sign-up form linked in the meeting packet or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. Speakers must sign in using a 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. The chair, absent a majority vote of the council, has the authority to lower the three (3) minutes per speaker time limit by announcing the new, lower time limit at the legislative session. 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. Testimony on a legislative item deferred to a future date shall be taken on the future date, unless testimony on the date of deferral is allowed by the Council President.
- C. No public testimony shall be taken on oral 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. No person shall be permitted to display visual information during their testimony, including but not limited to presentations, videos, or other media; however, members of the public may share this information with the council by emailing them at citycouncil2spokanecity.org.
 - H. In addition to in-person or remote verbal testimony, testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all council members, or via the contact form on the council's website.¹

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

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 29, 2024

MISSION STATEMENT

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

MAYOR LISA BROWN

COUNCIL PRESIDENT BETSY WILKERSON

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER PAUL DILLON

COUNCIL MEMBER KITTY KLITZKE

COUNCIL MEMBER LILI NAVARRETE

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. 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 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. To prevent disruption of council meetings and visual obstruction of proceedings, members of the audience shall remain seated during council meetings.
- 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, and shall confine their remarks to the matters that are specifically before the Council at that time or, if speaking during Open Forum, shall confine their remarks to affairs of the city.
- 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/citycouncil/documents/>.

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

PROCLAMATIONS AND SALUTATIONS

REPORTS FROM COMMUNITY ORGANIZATIONS

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Employees' Retirement System Board: One Confirm CPR 1981-0370 Appointment

CONSENT AGENDA

The consent agenda consists of purchases and contracts for supplies and services provided to the city, as well as other agreements that arise (such as settlement or union agreements), and weekly claims and payments of previously approved obligations and biweekly payroll claims against the city. Any agreement over \$50,000 must be approved by the city council. Typically, the funding to pay for these agreements has already been approved by the city council through the annual budget ordinance, or through a separate special budget ordinance. If the contract requires a new allocation of funds, that fact usually will be indicated in the summary of the contract in the consent agenda.

Unless a council member requests that an item be considered separately, the council approves the consent agenda as a whole in a single vote. Note: The consent agenda is no longer read in full by the city clerk. The public is welcome to testify on matters listed in the consent agenda, but individual testimony is limited to three minutes for the entire consent agenda.

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

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|--|---------|------------------------------|
| 1. Pre-approval for Fleet Services to purchase 34 vehicles representing 2024 departmental needs in line with the City's Capital Improvement Program as cost and availability allows—not to exceed \$7,409,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Rick Giddings | Approve | OPR 2024-0315 |
| 2. Purchase from Industrial Service Solutions (Seattle, WA) of steam traps for use at the Waste to Energy Facility—\$60,482.50 (incl. tax and shipping). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
David Paine | Approve | OPR 2024-0316
RFQ 6076-24 |
| 3. Sole-source Contract Renewal 4 of 4 with Siemens Energy (Seattle, WA) for turbine generator services at the Waste to Energy Facility from May 1, 2024, through April 30, 2025—estimated cost not to exceed \$350,000 (plus tax). (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
David Paine | Approve | OPR 2020-0417 |

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| <p>4. Purchase from GMCO Corporation (Rifle, CO) of liquid deicer for the Streets Department—not to exceed \$1,500,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Clint Harris</p> | <p>Approve</p> | <p>OPR 2024-0317
ITB 6057-24</p> |
| <p>5. Purchase from Salt Distributors (Spokane Valley, WA) of Ice Kicker for the Streets Department—not to exceed \$115,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Clint Harris</p> | <p>Approve</p> | <p>OPR 2024-0318
ITB 6057-24</p> |
| <p>6. Purchase from Custom Salt Solutions (Spokane) of magnesium-infused road salt for the Streets Department—not to exceed \$100,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Clint Harris</p> | <p>Approve</p> | <p>OPR 2024-0319
ITB 6057-24</p> |
| <p>7. Purchases of road salt for the Streets Department from:</p> <ul style="list-style-type: none"> a. Salt Distributors (Spokane Valley, WA). b. Custom Salt Solutions (Spokane). | <p>Approve</p> | <p>ITB 6057-24</p> <p>OPR 2024-0320</p> <p>OPR 2024-0321</p> |
| <p>Total cost between both distributors not to exceed \$140,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Clint Harris</p> | | |
| <p>8. Contract Renewal 4 of 4 with Transmap Corporation (Columbus, OH) for automated pavement condition survey - arterial data collection from March 1, 2024, through February 28, 2025—\$144,295.70 (plus tax, if applicable.) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Clint Harris</p> | <p>Approve</p> | <p>OPR 2020-0731
RFP 5318-20</p> |
| <p>9. Contract Amendment with LSB Consulting Engineers, PLLC (Spokane) to increase contract cost for structural engineering on-call services through December 31, 2024—additional \$500,000. Total contract cost \$1,000,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Dan Buller</p> | <p>Approve</p> | <p>OPR 2022-0627
ENG 2022086</p> |
| <p>10. Consultant Agreement with Parametrix (Spokane) for the design of Fish Lake Trail Connection Phase 1—\$353,358 plus a 10% administrative reserve. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)
Dan Buller</p> | <p>Approve</p> | <p>OPR 2024-0322
ENG 2023106</p> |

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| <p>11. Supplemental Agreement No. 1 with KPFF Consulting Engineers for the construction administration of the Washington/Stevens Bridge Deck Rehabilitation—additional \$111,437.75. New total contract maximum: \$408,532.51. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)</p> <p>Dan Buller</p> | <p>Approve</p> | <p>OPR 2022-0762
ENG 2021088</p> |
| <p>12. Low Bid of <u>(to be determined at bid opening)</u> <u>(City, ST)</u> for 2024 Local Access Chip Seal project—\$_____. An administrative reserve of \$_____, which is 10% of the contract price, will be set aside. (Various Neighborhoods) (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)</p> <p>Dan Buller</p> | <p>Approve</p> | <p>OPR 2024-0323
ENG 2024043</p> |
| <p>13. Memorandum of Agreement with the Rockwood Neighborhood Council regarding the collaboration of efforts to maintain a city-owned traffic island located at Rockwood Boulevard and 12th Avenue. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)</p> <p>Loren Searl</p> | <p>Approve</p> | <p>OPR 2024-0324</p> |
| <p>14. Contract Amendment C and Extension with The Salvation Army (Spokane) for operation of the Trent Resource and Assistance Center from May 1, 2024, through May 31, 2024—\$700,000. New total contract amount: not to exceed \$13,570,586. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)</p> <p>Dawn Kinder</p> | <p>Approve</p> | <p>OPR 2023-0017</p> |
| <p>15. Loan Agreement with the Hifumi En LLLP to finance a portion of the construction and/or rehabilitation of a three-story, 88-unit affordable housing project to be built at 926 E. 8th Avenue to be known as the Hifumi En Apartments—\$2,581,320. (Council Sponsors: Council President Wilkerson and Council Member Cathcart)</p> <p>Dawn Kinder</p> | <p>Approve</p> | <p>OPR 2024-0325</p> |
| <p>16. Report of the Mayor of pending:</p> <p style="padding-left: 40px;">a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2024, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.</p> | <p>Approve &
Authorize
Payments</p> | <p>CPR 2024-0002</p> |

- b. Payroll claims of previously approved obligations through _____, 2024: \$_____ CPR 2024-0003
- 17. a. City Council Meeting Minutes: _____, 2024. Approve All CPR 2024-0013
- b. City Council Standing Committee Meeting Minutes _____, 2024.

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2024-0041 Regarding the appointment of for and against committee members relating to Proposition No. 1 on the August 6, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for public safety operations beginning in 2025. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Giacobbe Byrd
- RES 2024-0042 Updating the appointments of for and against committee members relating to Proposition No. 1 on the August 6, 2024, special election ballot regarding a proposed increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025. (Council Sponsors: Council President Wilkerson and Council Members Cathcart and Zappone)
Giacobbe Byrd
- RES 2024-0043 Of the City of Spokane modifying a prior request of the city council to hold a special election on Proposition No. 1, and to request that the Spokane County Auditor instead hold the election for Proposition No. 1, relating to regular property tax levy to provide funding for Park Improvements and Safety citywide, on November 5, 2024. (Council Sponsors: Council Members Zappone and Dillon)
Council Member Zappone
- RES 2024-0044 Of the City of Spokane proposing an increase in the regular property tax levy beginning in 2025 in an amount exceeding the limitations of chapter 84.55 RCW to provide funding for public safety operations; providing for the submission of the proposition to the qualified electors of the city at

a special election; requesting that the Spokane County Auditor hold a special election for the proposition on August 6, 2024; and providing for other matters properly related thereto. (Council Sponsors: Council Members Dillon, Cathcart, and Navarrete)

Matt Boston

RES 2024-0045 Declaring Field Instruments & Controls, Inc. (Spokane) a sole-source provider and authorizing the City to enter into a value blanket order for Endress Hauser Instrumentation (universal controllers, probes, parts and supplies) for from June 1, 2024, through May 31, 2029, without public bidding—approximately \$400,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Kyle Arrington

RES 2024-0046 Declaring KGS Northwest, LLC, (Bellevue, WA) a sole-source provider and authorizing the City to enter into a value blanket order for Milliken valves and valve parts from June 1, 2024, through May 31, 2029, without public bidding—approximately \$500,000. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Kyle Arrington

ORD C36513 Relating to the fire code, amending section 17F.110.010 of the Spokane Municipal Code. (Adopts the 2021 Wildland Urban Interface Code.) (Council Sponsors: Council President Wilkerson and Council Members Dillon and Cathcart)

Lance Dahl

ORD C36514 (To be considered under Hearings Item H.2.)

ORD C36515 Relating to residential rental properties and establishing minimum notice period for residential rent increases, amending sections 10.57.130 and 10.57.140 of the Spokane Municipal Code, creating a new Section 10.57.160 of the Spokane Municipal Code, and establishing an effective date. (Council Sponsors: Council Members Dillon, Zappone, and Navarrete)

Council Member Dillon

ORD C36516 Establishing a definition of "emergency" for the purposes of governing legislation of the City Council and ensuring the appropriate use of emergency ordinances, and adding a new Section 01.01.080 to the Spokane Municipal Code. (Council Sponsors: Council Members Cathcart and Bingle)

Council Members Cathcart and Bingle

FIRST READING ORDINANCES

ORD C36517 Establishing the Transportation Commission; repealing Chapters 04.37 and 04.38 of the Spokane Municipal Code; amending Sections 04.16.020 and 04.16.030 of the Spokane Municipal Code; amending Section 03.01A.365 of the Spokane Municipal Code; and adopting a new chapter 04.40 to Title 04 of the Spokane Municipal Code. (Council Sponsors: Council President Wilkerson and Council Members Bingle and Klitzke)

Adam McDaniel

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

RECOMMENDATION

- | | | | |
|-----|--|---|------------|
| H1. | <p>Hearing on Interim Zoning Ordinance C36497, passed by City Council on March 4, 2024, concerning the definition of Public Parking Lot in Title 17, adding a new chapter 17C.415 to the Spokane Municipal Code. (Deferred from April 22, 2024, Agenda, during the April 15, 2024, 3:30 p.m. Briefing Session.) (Council Sponsors: Council Members Zappone and Dillon)</p> <p>Spencer Gardner</p> | Hold
Hearing/
Council
Decision | ORD C36497 |
| H2. | <p>Final Reading Ordinance C36514 relating to the paper cuts code amendments 2024 project making minor changes to the Unified Development Code that clarify government process and procedures, align with legislative requirements, and/or make clerical corrections in the Spokane Municipal Code, amending Spokane Municipal Code (SMC) sections 04.16.040 Membership, 17A.020.020 B Definitions, 17A.020.080 H Definitions, 17C.120.110 Limited Use Standards, 17C.122.070 Center and Corridor Allowed Uses, 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses, 17C.190.450 Medical Centers, 17C.200.050 Street Tree Requirements, 17D.010.020 Concurrency Test, 17D.010.030 Certificate of Capacity, 17D.075.180 Appendix A – Impact Fee Schedule, 17G.020.040 Amendment Frequency, 17G.061.010 Summary of Land Use Application Procedures, 17G.061.320 Notice of Decision, 17G.070.030 Development Standards, and 17H.010.120 Alleys; and adopting a new section, 17C.190.255 Public Parking Lot, creating a new use category description. (Council Sponsors: Council Members Zappone, Bingle, and Klitzke)</p> <p>Spencer Gardner</p> | Pass Upon
Roll Call
Vote | ORD C36514 |

OPEN FORUM

At the conclusion of legislative business, the Council shall recess briefly and then hold an open public comment period for up to 20 (twenty) speakers, unless a majority of council members vote otherwise. Each speaker is limited to no more than two minutes. In order to participate in Open Forum, you must sign up beginning at 5:00 p.m. on the Friday immediately preceding the legislative session and ending at 6:00 p.m. on the date of the meeting via the virtual testimony form linked in the meeting packet (<https://my.spokanecity.org/citycouncil/documents/>) or in person outside council chambers beginning at 8:00 a.m. on the day of the legislative session. The virtual sign-up form can also be found here: <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.) Speakers must sign themselves in using a name. The individuals assigned to the twenty (20) spaces available will be chosen at random, with preference given to individuals who have not spoken at open forum during that calendar month. 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 other than items appearing on the Current or Advance Agendas, pending hearing items, and 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.

Motion to Approve Advance Agenda for April 29, 2024 (per Council Rule 2.1.B)

ADJOURNMENT

The April 29, 2024, Regular Legislative Session of the City Council is adjourned to May 6, 2024.

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:

Committee: **Date:** N/A

Committee Agenda type:

Date Rec'd

4/11/2024

Clerk's File #

CPR 1981-0370

Renews #

Cross Ref #

Council Meeting Date: 04/29/2024

Submitting Dept

MAYOR

Project #

Contact Name/Phone

ADAM 6779

Bid #

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Boards and Commissions

Council Sponsor(s)

Agenda Item Name

APPT. OF BEAU MADSEN TO THE SPOKANE EMPLOYEES' RETIREMENT SYSTEM

Agenda Wording

Mayor Brown has appointed Beau Madsen to the Spokane Employees' Retirement System Board for a term of April 22, 2024 - April 22, 2027.

Summary (Background)

The Spokane City Employees' Retirement Board is the governing board of the Spokane Employees' Retirement System. The Board is required by law and has fiduciary responsibility for all aspects of the System to include administration, actuarial considerations, and investment of retirement fund assets.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost

\$

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative

Amount

Budget Account

Select

\$

#

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

Legal

For the Mayor

JONES, GARRETT

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	April 29, 2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel
Contact Email & Phone	amcdaniel@spokanecity.org 625-6779
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Appointment of Beau Madsen to the Spokane Employees' Retirement System Board
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Mayor Brown has appointed Beau Madsen to the Spokane Employees' Retirement System Board for a term of April 22, 2024 – April 22, 2027.</p> <p>The Spokane City Employees' Retirement Board is the governing board of the Spokane Employees' Retirement System. The Board is required by law and has fiduciary responsibility for all aspects of the System to include administration, actuarial considerations, and investment of retirement fund assets.</p> <p>The board consists of seven (7) members.</p> <ol style="list-style-type: none"> 1. Three board members are appointed by the city council. 2. Three board members are elected from employees eligible for the retirement system by such eligible employees; and 3. One board member, who may not be an elected official or employee of the City, is appointed by the other six (6) board members.
Fiscal Impact Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	
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? <u>N/A</u>
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? This appointment aligns with the Spokane Employees' Retirement System Board membership requirements of SMC 04.14.040.



Agenda Sheet for City Council:

Committee: PIES **Date:** 04/15/2024

Committee Agenda type: Consent

Date Rec'd 4/17/2024

Clerk's File # OPR 2024-0315

Renews #

Cross Ref #

Council Meeting Date: 04/29/2024

Submitting Dept	FLEET SERVICES	Project #	
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Contact Name/Phone	RICK GIDDINGS 625-7706	Bid #	
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Contact E-Mail	RGIDDINGS@SPOKANECITY.ORG	Requisition #	SEE ATTACHED
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Agenda Item Type	Purchase w/o Contract		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
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Agenda Item Name	2024 PUBLIC WORKS VEHICLE PRE-PURCHASE APPROVAL		
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Agenda Wording

Fleet is requesting pre-approval to purchase 34 vehicles similar to units listed in the attached document as cost and availability allows. These vehicles represent 2024 departmental needs in line with the City's CIP and will not to exceed \$7,409,000.

Summary (Background)

City Council has adopted the use of a pre-approval process for vehicle purchases since 2022 to help reduce delays and mitigate the impacts caused by recent vehicle supply shortages and unpredictable ordering windows.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ \$7,409,000.00

Current Year Cost \$ \$7,409,000.00

Subsequent Year(s) Cost \$

Narrative

Funding is included in each department's 2024 Budget. Vehicles will be purchased using approved City competitive purchasing procedures and will meet all City and State Public Fleet Clean Fuel requirements.

Amount

Budget Account

Expense	\$ \$7,409,000	#	Varies by department
Select	\$	#	
Select	\$	#	
Select	\$	#	
	\$	#	
	\$	#	

Council Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Committee Date	April 15, 2024												
Submitting Department	Fleet Services												
Contact Name	Rick Giddings												
Contact Email & Phone	rgiddings@spokanecity.org 509-625-7706												
Council Sponsor(s)	Wilkerson, Bingle, Klitzke												
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:												
Agenda Item Name	2024 Public Works Vehicle Pre-Purchase Approval												
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only												
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Fleet Services is requesting pre-approval to purchase 34 vehicles similar to units listed in the attached document as cost and availability dictate. These vehicles represent 2024 departmental needs in line with the City’s Capital Improvement Plan. Funding is included in each department’s 2024 Budget. Vehicles will be purchased using approved City competitive purchasing procedures and will meet all City and State Public Fleet Clean Fuel requirements.</p> <p>City Council has adopted the use of a pre-approval process for vehicle purchases since 2022 to help reduce the impacts caused by recent vehicle supply shortages and unpredictable ordering windows.</p> <p>Total cost including Sales tax is not to exceed \$7,409,000. Departmental costs below:</p> <table style="margin-left: 20px;"> <tr><td>Solid Waste Collections</td><td style="text-align: right;">\$2,300,000</td></tr> <tr><td>Street Department</td><td style="text-align: right;">\$1,910,000</td></tr> <tr><td>Water Department</td><td style="text-align: right;">\$ 749,000</td></tr> <tr><td>RPWRF</td><td style="text-align: right;">\$ 770,000</td></tr> <tr><td>Wastewater Maint.</td><td style="text-align: right;">\$1,560,000</td></tr> <tr><td>Engineering</td><td style="text-align: right;">\$ 120,000</td></tr> </table>	Solid Waste Collections	\$2,300,000	Street Department	\$1,910,000	Water Department	\$ 749,000	RPWRF	\$ 770,000	Wastewater Maint.	\$1,560,000	Engineering	\$ 120,000
Solid Waste Collections	\$2,300,000												
Street Department	\$1,910,000												
Water Department	\$ 749,000												
RPWRF	\$ 770,000												
Wastewater Maint.	\$1,560,000												
Engineering	\$ 120,000												
Fiscal Impact													
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A													
Total Cost: <u>\$7,409,000</u>													
Current year cost: \$7,409,000													
Subsequent year(s) cost: \$0													
Narrative: <u>Vehicles are to be purchased using approved City competitive purchasing procedures prioritized by suitability, availability, and cost.</u>													
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A													
Specify funding source: Program revenue													
Is this funding source sustainable for future years, months, etc? Yes													
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A													
Other budget impacts: (revenue generating, match requirements, etc.)													

COUNCIL RULES – ATTACHMENT B 1 (STANDARD BRIEFING PAPER)

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities? None identified.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? Data will not be collected.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Fleet Services collects lifecycle cost data for future operational cost analysis.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? Aligns with City Capital Improvement Plan and Centralized Fleet Policy.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Item unrelated to established subcommittee.

Department	Qty	Vehicle Designation (Or Similar)	Usage
Solid Waste Collections	4	Peterbilt 520 with Labrie Side Loader Bodies	Refuse Collection
Street Department	1	International Chassis/Terex HRX55 Bucket Truck	Signs and Markers
Street Department	1	International Chassis/10 Wheel Flusher Truck	Street Maintenance
Street Department	1	International Chassis/6 Wheel Flusher Truck	Street Maintenance
Street Department	3	Wausau Segmented Snow Plow	Street Maintenance
Street Department	2	International Chassis/6 Wheel Dump Truck	Street Maintenance
Street Department	1	International Chassis/Hooklift/PacMac Leaf Vac	Street Maintenance
Street Department	1	Toyota 80V Electric 6000# Forklift	Street Maintenance
Water Department	1	Kenworth HD Day Cab Tractor	Equipment Hauling
Water Department	2	Ford F350 Chassis/Cab 4X4 (for SVS Body)	Water Maintenance
Water Department	1	Ford F350 4X4 Pickup	Water Maintenance
Water Department	1	Ford Lightning EV Pickup	Water Maintenance
Water Department	1	Mercedes AWD Sprinter Van - Diesel	Water Maintenance
Water Department	2	Ford F750 Cab/Chassis	Water Maintenance
RPWRF	1	Small Diesel or Electric Crew Cab Pickup	Site/Local
RPWRF	1	Ford F350 4X4 Pickup	Site/Local
RPWRF	1	John Deere 8R250 Tractor	Farm
RPWRF	1	John Deere 624K Loader	Site/Local
Wastewater Maintenance	2	Catch Basin Trucks	Sewer Maintenance
Wastewater Maintenance	3	Ford Lightning EV Pickup	Local Transport
Wastewater Maintenance	1	John Deere 320P Backhoe	Excavation
Engineering	2	Ford Lightning EV Pickup	Local Transport

Est Cost Each	Total Est Cost	RE#
\$575,000	\$2,300,000	
\$280,000	\$280,000	20444
\$392,000	\$392,000	20442
\$340,000	\$340,000	20443
\$36,000	\$108,000	20445
\$240,000	\$480,000	20446
\$240,000	\$240,000	20447
\$70,000	\$70,000	20448
\$220,000	\$220,000	20461
\$72,000	\$144,000	20485
\$70,000	\$70,000	20486
\$60,000	\$60,000	20487
\$75,000	\$75,000	20488
\$90,000	\$180,000	20489
\$60,000	\$60,000	20410
\$70,000	\$70,000	20400
\$360,000	\$360,000	20411
\$280,000	\$280,000	20412
\$610,000	\$1,220,000	20483
\$60,000	\$180,000	
\$160,000	\$160,000	20494
\$60,000	\$120,000	20430



Agenda Sheet for City Council:

Committee: PIES **Date:** 04/15/2024

Committee Agenda type: Consent

Date Rec'd 4/17/2024

Clerk's File # OPR 2024-0316

Renews #

Cross Ref #

Council Meeting Date: 04/29/2024

Submitting Dept	SOLID WASTE DISPOSAL	Project #	
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Contact Name/Phone	DAVID PAINE 625-6878	Bid #	RFQ 6076-24
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Contact E-Mail	DPAINE@SPOKANECITY.ORG	Requisition #	RE 20492
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Agenda Item Type	Purchase w/o Contract		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
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Agenda Item Name	4490 PURCHASE OF STEAM TRAPS FOR THE WASTE TO ENERGY FACILIT		
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Agenda Wording

Purchase of steam traps from Industrial Service Solutions (Seattle, WA) for use at the Waste to Energy Facility with a total cost of \$60,482.50 including tax and shipping.

Summary (Background)

The steam system at the Waste to Energy Facility uses steam traps to remove condensate (water) from the steam at various points in the system and are a critical protection device for the turbine. They require periodic repairs and replacement. On March 5, 2024, bidding closed on RFQ 6076-24 for the purchase of the necessary replacement traps and parts to maintain the system. Three responses were received, and Industrial Service Solutions was the selected bidder based on price and availability.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 60,482.50
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Current Year Cost	\$ 60,482.50
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Subsequent Year(s) Cost	\$ 0
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Narrative

This is a periodic maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.

Amount

Budget Account

Expense	\$ 60,482.50	# 4490-44100-37148-53210-34002
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

PAINE, DAVID

Division Director

FEIST, MARLENE

Accounting Manager

ALBIN-MOORE, ANGELA

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

mdorgan@spokanecity.org

jsalstrom@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	April 15, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Purchase of steam traps for the Waste to Energy Facility.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The steam system at the Waste to Energy Facility uses Steam Traps to remove condensate (water) from the steam at various points in the system. The Steam traps are a critical protection device for the Turbine. They require periodic repairs and replacement to ensure the integrity of the steam system.</p> <p>On March 5, 2024, bidding closed on RFQ 6076-24 for the procurement of the necessary replacement traps and parts to maintain the steam system. Three responses were received, and Industrial Service Solutions (Seattle, WA) was the selected bidder based on price and availability. The cost of the needed steam traps is \$60,482.50 including tax and freight.</p>
Fiscal Impact	<p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$60,482.50 including tax</u> Current year cost: \$60,482.50 Subsequent year(s) cost: 0</p> <p>Narrative: <u>This is a periodic maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>
Operations Impacts (If N/A, please give a brief description as to why)	<ul style="list-style-type: none"> • 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. • 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?

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable

Bid Response Summary

Bid Number RFQ 6076-24
Bid Title Steam Traps, No Or-Equals Due To Standardization
Due Date Tuesday, March 5, 2024 9:00:00 AM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Industrial Service Solutions-Bay Valve
Submitted By Brett Aquilina - Monday, March 4, 2024 6:27:40 PM [(UTC-08:00) Pacific Time (US & Canada)]
brett.aquilina@iss-na.com 206-267-3900

Comments**Question Responses**

Group	Reference Number	Question	Response
BACK GROUND AND PURPOSE			
	#1	The City of Spokane, Solid Waste Disposal, Waste To Energy Facility (COS WTE), is located at 2900 S. Geiger Blvd, Spokane WA 99224-5400. The WTEF operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels.	I agree and I acknowledge
	#2	The City of Spokane Waste to Energy Facility (COSWTEF) is located at 2900 S. Geiger Boulevard, Spokane, WA 99224-5400. COSWTEF works under aggressive deadlines and schedules that require suppliers to provide high service levels. The COSWTEF is initiating this Request for Quotes to solicit quotes from vendors who have a proven ability to provide new spec'd steam traps, that are currently used within the COS WETF, no equals will be accepted due to standardization.	I agree and I acknowledge
	#3	Delivery of trap valves on sites at COS WETF would be no later than April 15, 2024, for a planned outage. Installation of is not part of requirement.	I don't agree and I don't acknowledge
	#4	Multiple Awards. The City may choose from more than one vendor. Bidders are encouraged to bid on all item types.	I agree and I acknowledge
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge

<p>#2</p>	<p>The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 9:00 a.m. Pacific Local Time, on the bid opening date.</p>	<p>I agree and I acknowledge</p>
<p>#3</p>	<p>All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City of Spokane.</p>	<p>I agree and I acknowledge</p>
<p>GENERAL CONDITIONS</p>		
<p>#1</p>	<p>Bidder acknowledges that they have read and understand the Terms and Conditions Document in the "Documents" tab. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	<p>I agree and I acknowledge</p>
<p>#1.1</p>	<p>EXCEPTION: If you took exception to above, upload here.</p>	
<p>INTERPRETATION</p>		
<p>#1</p>	<p>If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.</p>	<p>I agree and I acknowledge</p>
<p>WITHDRAWAL OF QUOTES</p>		
<p>#1</p>	<p>Bidders may withdrawal Quote prior to the scheduled Quote due date and time. Unless otherwise specified, no Quotes may be withdrawn for a minimum of thirty (30) calendar days after the due date.</p>	<p>I agree and I acknowledge</p>
<p>EVALUATION OF QUOTES</p>		
Empty section for evaluation of quotes		

<p>#1</p>	<p>Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	<p>I agree and I acknowledge</p>
<p>QUOTING ERRORS</p>		
<p>#1</p>	<p>QUOTING ERRORS When, after the opening and tabulation of Quotes, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Quote.</p>	<p>I agree and I acknowledge</p>
<p>REJECTION OF QUOTES</p>		
<p>#1</p>	<p>REJECTION OF QUOTES The Purchaser reserves the right to reject any or all Quotes; to waive minor deviations from the specifications, to waive any informality in Quotes received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Quote at prices shown.</p>	<p>I agree and I acknowledge</p>
<p>AWARD OF CONTRACT</p>		
Empty section for Award of Contract		

#1	Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. Interlocal and State Contracts where applicable will be considered as a bid. The City Council shall make the award of contract, as applicable. Unsuccessful Bidders will not automatically be notified of Bid results.	I agree and I acknowledge
PAYMENT TERMS		
#1	Supplier acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I agree and I acknowledge
#2	EXCEPTION If you took exception to above, explain here.	
BIDDER INFORMATION		
#1	Person's Name, Title, Email Address, and Phone Number Submitting Bid	Brett Aquilina, Technical Account Lead, brett.aquilina@iss_na.com, 206-580-5561.
#2	State Person and Phone To Be Contacted By City Concerning Items Bid	Brett Aquilina, Phone: 206-580-5561.
ORGANIZATION		
#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation. WA state.
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		

<p>#1</p>	<p>Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier 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 supplier 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.</p>	<p>I agree and I acknowledge</p>
<p>#2</p>	<p>City of Spokane Business Registration Number</p>	<p>603199008</p>
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
<p>#1</p>	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	<p>I agree and I acknowledge</p>
<p>#2</p>	<p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p>	<p>I agree and I acknowledge</p>
<p>#3</p>	<p>When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.</p>	<p>I agree and I acknowledge</p>

#4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
ADDITIONAL ITEMS		
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	Yes
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
SMALL BUSINESS		
#1	Vendor (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
NON-COLLUSION		
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this RFQ	I Certify No Agreement Was Entered
INTERLOCAL PURCHASE AGREEMENTS		

#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public Agencies pursuant to chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public Agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public Agency at the time of request shall be absolute.	Yes
ACCEPTANCE PERIOD		
#1	Bidders must provide a minimum of a minimum of thirty (30) calendar days after the due date.	I agree and I acknowledge
PCB CERTIFICATION		
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	Yes
#2	As far as you know has this type of product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	Don't Know
#3	If so were PCBs found at a measurable level?	Don't Know
#4	If so attach the results or note from whom the results can be obtained.	
#5	Do you have reason to believe the product contains measurable levels of PCBs?	No
#6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
GENERAL INSTRUCTIONS		

#1	The items to be furnished by the Bidder on this Quote must be of the latest possible design and production.	I agree and I acknowledge
#2	Time is of the essence in the performance of this contract.	I agree and I acknowledge
#3	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
#5	The City reserves the right to accept or reject any part of or all Quotes deemed to be in the best interest of the City. The City may choose from more than one vendor. The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#7	Bidder should be aware that Quotes may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
SPECIAL INSTRUCTIONS - GENERAL		
#1	If the product differs from the provisions contained herein, these differences must be explained in detail.	I agree and I acknowledge
#2	Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge

#3	The omission of any standard feature described herein shall not void the bidder's responsibility to furnish a complete unit with all standard equipment of the manufacturer's latest model and design. Equipment to be furnished shall be new and unused unless a demo unit is specified.	I agree and I acknowledge
#4	Successful bidder shall furnish standard warranty as well as any other warranty required in the Quote specifications.	I agree and I acknowledge
#5	Federal and State laws governing this product and its final certification must be satisfied.	I agree and I acknowledge
#6	It shall be the Supplier's responsibility to conform to all Federal Standards for certification.	I agree and I acknowledge
#7	Delivery time shall be a consideration of awarding this contract. Therefore the City requests a completed delivery date as soon as possible after receipt of the purchase order.	I agree and I acknowledge
#8	EXCEPTION: If you took exception to any of the above, explain here.	
TECHNICAL SPECIFICATIONS		
#1	Any technical specifications and general provisions listed are the minimum acceptable requirements and failure to comply may be used as a basis for rejection of the Quote.	I agree and I acknowledge
#2	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	I agree and I acknowledge
#3	All items delivered must adhere to stated specs, No Substitutes or Or-Equals will be considered due to Standardization of steam traps, that are currently used within the COS WETF.	I agree and I acknowledge
#4	Any delivered item that does not meet specifications will not be accepted.	I agree and I acknowledge
#5	Awarded Supplier would be responsible for providing the following	Yes
#5.1	1 each: Spirax-Sarco, 2-inch, Ball Float Steam Trap, FT-10-4.5 Cast Iron body with Screwed Conns. (Location: TFWP Exhaust, TG, Level Zero.) Orifice: .807, Air Vent: BP-99.	I don't agree and I don't acknowledge
#5.1.1	State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	Seven to 10 business days.

#5.2	3 each: Spirax-Sarco, ½ inch, Steel body, Thermo-Dynamic Steam Trap, TD120 with B.W. Conns. (Location: TG Main Steam, TG, Level Zero Turbine Inlet.) PMA: 36, 25 PSI, PMO: 1740 PSI, DN 15. Specs from Nameplate: TD 120, PMA: 3625 PSI, TMA: 1022 degrees F, PMC: 1740 PSI, DN: 15	I agree and I acknowledge
#5.2.1	State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	The number of days will be advised.
#5.2.2	Option: Rebuild Kits Pricing Options will be sought as listed on Pricing Page.	I agree and I acknowledge
#5.3	3 each: Spirax-Sarco, ½ inch, Steel body, Thermo-Dynamic Steam Trap, TD120 with B.W. Conns. PMA: 36, 25 PSI, PMO: 1740 PSI, DN 15. Specs from Nameplate: TD 120, PMA: 3625 PSI, TMA: 1022 degrees F, PMC: 1740 PSI, DN: 15	I agree and I acknowledge
#5.3.1	State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	SPIRAX COVER STUD & NUT SET TD120 (45 DAY LEAD TIME B/4 SHIP). SPIRAX GASKET SET TD 120 - (4 DAY LEAD TIME B/4 SHIPPING). SPIRAX INTERNAL SET TD120 (60 DAY LEAD TIME B/4 SHIPPING). SPIRAX SCREEN & GASKET TD120 (4 DAY LEAD TIME B/4 SHIP).
#5.4	1 each: Armstrong Bucket Trap ½ inch Socket weld, Inlet steam pressure 850 PSI. High Pressure steam. (Location: Extraction E Outside, TG, Level Zero) Additional confirmed specs from Nameplate: HR: 80A, ½-inch SW, CRM2 (F22) Body.	I agree and I acknowledge
#5.4.1	State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	I agree and I acknowledge
#5.5	1 each: Spirax-Sarco 3/4-inch, Steel body, Thermo-Dynamic Steam Trap, TD52, FNPT thread, with ¾-inch Screwed Conns. 100 lb Header steam. Specs from Nameplate: TD 52, PMO 600 PSI, PMA 600 PSIG, TMA: 800 degrees F	I agree and I acknowledge
#5.1	State lead time in calendar days for delivery at WTEF, upon receipt of order(s):	I agree and I acknowledge

#6	If the product differs from the provisions contained herein, these differences must be explained in detail.	Regarding: RT 028201: This product: 2" SPIRAX XARCO FT14-4.5 FLOAT THERMOSTATIC STEAM TRAP, CAST IRON, PMO 65 PSIG (4 DAYS TO SHIP FROM MF), will replace the spec'd product: Spirax-Sarco, 2-inch, Ball Float Steam Trap, FT-10-4.5 Cast Iron body with Screwed Conns. (Location: TFWP Exhaust, TG, Level Zero.) Orifice: .807, Air Vent: BP-99 has been discontinued no longer being manufactured.
#7	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of spec'd steam traps or kits. Upload Letter Here	Steam Trap Supplier Supplier list.docx
#8	EXCEPTION: If you took exception to any of the above, explain here.	
#9	As applicable, Material Safety Data Sheets / Safety Data Sheets must be included with Bid Proposal. Upload Here	
DELIVERY - F.O.B. Delivery Point		
FOB Delivery Point:	FOB Delivery Point: Spokane Solid Waste Disposal, WTEF, Attn: Shipping and Receiving, 2900 S. Geiger Blvd, Spokane WA, 99224-5400.	I agree and I acknowledge
Freight Transportation	Will be prepaid and add; and listed as a separate line item on invoices. The City reserves the right to request copies of all freight invoices incurred by vendor.	I agree and I acknowledge
Risk of Loss	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
EXCEPTION	If you took exception to any of the above, explain here.	Product data sheets will be provided when requested, or can be accessed via the internet.
PRICING		

#1.1	Sales Tax: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions shall be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
#2	Enter Pricing on the "Pricing Tab" . Unit Pricing Should Not Include Tax or Freight.	I agree and I acknowledge
#3	Exceptions: If you took exception to any of the above, explain in detail.	
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
#1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	
#2	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	
#3	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here.	

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment

Estimated quantities are for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts.

#1	Spirax-Sarco, 2-inch, Ball Float Steam Trap, FT-10-4.5 Cast Iron body with Screwed Conns. (Location: TFWP Exhaust, TG, Level Zero.) Orifice: .807, Air Vent: BP-99. Pricing should not include freight nor tax.	Base	Each	1.00	\$6,660.00	\$6,660.00	RT 028201. The FT-10-4.5 valve discontinued. Suggested replacement is: 2" SPIRAX XARCO FT14-4.5 FLOAT THERMOSTATIC STEAM TRAP, CAST IRON, PMO 65 PSIG (4 DAYS TO SHIP FROM MF) has been quoted here.
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#2	<p>Spirax-Sarco, 1/2 inch, Steel body, Thermo-Dynamic Steam Trap, TD120 with B.W. Conns. PMA: 36, 25 PSI, PMO: 1740 PSI, DN 15. Specs from Nameplate: TD 120, PMA: 3625 PSI, TMA: 1022 degrees F, PMC: 1740 PSI, DN: 15 Pricing should not include freight nor tax.</p>	Base	Each	3.00	\$6,302.80	\$18,908.40	For RT 028202, RT 028203, RT 028205.
#2.1	<p>Pricing Option Rebuild Kit: SPIRAX COVER STUD & NUT SET TD120 (45 DAY LEAD TIME B/4 SHIP) Pricing should not include freight nor tax. Per Each Kit</p>	Base	Each	1.00	\$790.60	\$790.60	Rebuild KIT for RT 028202, RT 028203, and RT 028205. Details: SPIRAX COVER STUD & NUT SET TD120 (45 DAY LEAD TIME B/4 SHIP).

#2.2	Pricing Option Rebuild Kit: SPIRAX GASKET SET TD 120 - (4 DAY LEAD TIME B/4 SHIPPING) Pricing should not include freight nor tax. Per Each Kit	Base	Each	1.00	\$790.60	\$790.60	Rebuild KIT for RT 028202, RT 028203, and RT 028205. Details: SPIRAX GASKET SET TD 120 - (4 DAY LEAD TIME B/4 SHIPPING).
#2.3	Pricing Option Rebuild Kit: SPIRAX INTERNAL SET TD120 (60 DAY LEAD TIME B/4 SHIPPING) Pricing should not include freight nor tax. Per Each Kit	Base	Each	1.00	\$790.60	\$790.60	Rebuild KIT for RT 028202, RT 028203, and RT 028205. Details: SPIRAX INTERNAL SET TD120 (60 DAY LEAD TIME B/4 SHIPPING).
#2.4	Pricing Option Rebuild Kit: SPIRAX SCREEN & GASKET TD120 (4 DAY LEAD TIME B/4 SHIP) Pricing should not include freight nor tax. Per Each Kit	Base	Each	1.00	\$790.60	\$790.60	Rebuild KIT for RT 028202, RT 028203, and RT 028205. Details: SPIRAX SCREEN & GASKET TD120 (4 DAY LEAD TIME B/4 SHIP).

#3

Spirax-
 Sarco, 1/2
 inch, Steel
 body,
 Thermo-
 Dynamic
 Steam Trap,
 TD120 with
 B.W.
 Conns.
 PMA: 36,
 25 PSI,
 PMO: 1740
 PSI, DN 15.
 Specs from
 Nameplate:
 TD 120,
 PMA: 3625
 PSI, TMA:
 1022
 degrees F,
 PMC: 1740
 PSI, DN: 15
 Pricing
 should not
 include
 freight nor
 tax.

Base Each

3.00

\$3,908.93

\$11,726.79

For RT 028202,
 RT 028203, RT
 028205 for TLV
 steam trap, p/n:
 HR150A 1/2" SW
 F22.

#4	Armstrong Bucket Trap ½ inch Socket weld, Inlet steam pressure 850 PSI. High Pressure steam. (Location: Extraction E Outside, TG, Level Zero) Additional confirmed specs from Nameplate: HR: 80A, ½- inch SW, CRM2 (F22) Body. Pricing should not include freight nor tax.	Base	Each	1.00	\$7,675.25	\$7,675.25	For RT 028204.
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#5	Spirax-Sarco 3/4-inch, Steel body, Thermo-Dynamic Steam Trap, TD52, FNPT thread, with 3/4-inch Screwed Conns. 100 lb Header steam. Specs from Nameplate: TD 52, PMO 600 PSI, PMA 600 PSIG, TMA: 800 degrees F Pricing should not include freight nor tax.	Base	Each	1.00	\$855.70	\$855.70	For RT 028206.
Total Base Bid		\$48,988.54					

RE: ISS-Bay Valve product representatives: Steam Trap manufacturers

TLV USA, Corporation

13901 South Lakes Drive
Charlotte, NC 28273-6790, USA

Spirax-Sarco | STEAM SUPPLY, LLC

19510 144th AVE NE, SUITE D-12
Woodinville, WA 98072



Agenda Sheet for City Council:

Committee: PIES **Date:** 04/15/2024

Committee Agenda type: Consent

Date Rec'd 4/17/2024

Clerk's File # OPR 2020-0417

Renews #

Cross Ref # RES 2020-0024

Council Meeting Date: 04/29/2024

Submitting Dept	SOLID WASTE DISPOSAL	Project #	
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Contact Name/Phone	DAVID PAINE 625-6878	Bid #	SOLE SOURCE
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Contact E-Mail	DPAINE@SPOKANECITY.ORG	Requisition #	CR 26212
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
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Agenda Item Name	4490 CONTRACT RENEWAL FOR TURBINE GENERATOR SERVICES		
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Agenda Wording

Sole source contract renewal 4 of 4 with Siemens Energy (Seattle, WA) for turbine generator services at the Waste to Energy Facility from May 1, 2024-April 30, 2025 with an estimated cost not to exceed \$350,000.00 plus tax.

Summary (Background)

Dresser Rand Company, now know as Siemens Energy, is the original equipment manufacturer of the turbine generator at the Waste to Energy Facility. A sole source resolution for five (5) years for turbine generator services was approved in 2020, as well as a one-year contract with the option of four (4) additional one-year renewals. This will be the final renewal. The total cost includes a planned upgrade of the controls system that was delayed from 2023 due to parts availability.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 350,000.00
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Current Year Cost	\$ 350,000.00
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Subsequent Year(s) Cost	\$ 0
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Narrative

This is a reoccurring annual maintenance expense that was planned for in the 2024 Solid Waste Disposal budget as well as a planned project in the six year capital plan.

Amount

Budget Account

Expense	\$ 50,000.00	# 4490-44100-37148-54803-34002
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Expense	\$ 300,000.00	# 4490-44900-37145-54803-34002
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Select	\$	#
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Select	\$	#
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	\$	#
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	\$	#
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Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	April 15, 2024
Submitting Department	Solid Waste Disposal
Contact Name	David Paine
Contact Email & Phone	dpaine@spokanecity.org , 509-625-6878
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Contract renewal for turbine generator repairs and maintenance at the Waste to Energy Facility.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The turbine generator is an integral part of the 24hr/7 day a week operations at the Waste to Energy Facility. If it were to break down and maintenance/parts were not readily available, the City would lose revenue from power generation and incur additional costs in the form of purchased power. Siemens Energy fka Dresser Rand Company of Seattle, WA is the OEM of this proprietary equipment and are the only company that possesses the design, fabrication and manufacturing information for the maintenance, service and product supplies necessary for the condensing steam turbine generator at the facility.</p> <p>A sole source resolution for five (5) years for turbine generator services was approved in 2020 as well as a one-year contract with the option of four (4) additional one-year renewals. This will be the final renewal with an estimated annual cost not to exceed \$350,000.00, plus tax, from May 1, 2024 through April 30, 2025.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$350,000.00</u></p> <p style="padding-left: 40px;">Current year cost: \$350,000.00</p> <p style="padding-left: 40px;">Subsequent year(s) cost: \$0</p> <p>Narrative: <u>This is an annual maintenance expense that was planned for in the 2024 Solid Waste Disposal budget.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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.

- 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?

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

Not applicable



City of Spokane
CONTRACT RENEWAL
4 of 4
Title: MAINTENANCE SERVICE AND SUPPLIES FOR TURBINE GENERATOR

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** a (“City”), Washington municipal corporation and **SIEMENS ENERGY INC.**, with principal offices located at 225 Lucile Street, Seattle, Washington 98108, as (“Contractor”), individually hereafter referenced as a “party”, and together as the “parties”.

WHEREAS, the parties entered into an agreement wherein Contractor agreed to provide maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823; and,

WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the last of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract dated July 6, 2020 and July 7, 2020, any previous amendments, renewals and/or extensions thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATES.

This Contract Renewal shall become effective May 1, 2024 and end April 30, 2025.

3. COMPENSATION.

The City shall pay a maximum additional cost in the amount of **THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00)**, excluding taxes, in accordance with the attached 2024 Rate Sheet, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. 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.

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 Renewal by having legally-binding representatives affix their signatures below.

SIEMENS ENERGY, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment

**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)

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

4/17/2024

Clerk's File #

OPR 2024-0317

Renews #**Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

STREETS

Project #**Contact Name/Phone**

CLINT HARRIS 625-7744

Bid #

ITB #6057-24

Contact E-Mail

CEHARRIS@SPOKANECITY.ORG

Requisition #

VB

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON KKLITZKE JBINGLE

Agenda Item Name

1100 - STREET DEPARTMENT LIQUID DEICER

Agenda Wording

The Street Department is seeking approval to purchase liquid deicer at a cost not to exceed \$1,500,000.00

Summary (Background)

Liquid Deicer was put out for bid (ITB #6057-24) and is awarded to GMCO Corporation, the low bidder, at a rate of \$218.82/ton. This product is used to address Winter roadway conditions.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 1,500,000.00

Current Year Cost \$ 1,500,000.00

Subsequent Year(s) Cost \$ N/A

Narrative

This product was put out for bid and the low bidder received the award.

Amount**Budget Account**

Expense \$ 1,500,000.00

1100-21800-42660-53210-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	HARRIS, CLINT E.
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Rob Greene , rgreene@gmccorp.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	jdykes@spokanecity.org
jklapp@spokanecity.org	tprince@spokanecity.org
tbrazington@spokanecity.org	rrinderle@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	04/15/2024
Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org , 509-625-7744
Council Sponsor(s)	<u>Wilkerson, Bingle, Klitzke</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Street Department Liquid Deicer
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is seeking approval to purchase Magnesium Chloride Liquid Deicer at a cost not to exceed \$1.5 Million.</p> <p>Liquid Deicer was put out for bid (ITB #6057-24) and is awarded to GMCO Corporation, the low bidder, at a rate of \$218.82/ton. This product is used to address Winter roadway conditions.</p>
<p>Fiscal Impact \$1,500,000.00</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1,500,000.00</u></p> <p> Current year cost: \$1,500,000.00</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This product was put out for bid and the low bidder received the award.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</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? N/A N/A, this product is used city-wide based upon road conditions.	
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 product is used city-wide based upon road conditions.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Evaluation and consideration of this product and its appropriateness relative to other Winter Material products are constantly done during Winter months.

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 product supports safe movement along City roadways.

Bid Response Summary

Bid Number ITB 6057-24
Bid Title Snow and Ice Control Products
Due Date Monday, February 12, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company GMCO Corporation
Submitted By sjuelfs@gmccorp.com sjuelfs@gmccorp.com - Friday, February 9, 2024 2:57:52 PM [(UTC-08:00) Pacific Time (US & Canada)]
 sjuelfs@gmccorp.com

Comments

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	1	The City of Spokane Street Maintenance Division is responsible for cleaning, repairing and performing preventative maintenance on the 2,200 lane miles of paved streets and 61 lane miles of gravel streets. The Street Department operates 24 hours a day, seven days a week during the Winter Season and uses a considerable quantity of Ice/snow management material to ensure the safety of its roadway system during these busy and unpredictable months.	Yes
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			

#1	If the Bidder discovers any errors, discrepancies, or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the opening date.	I agree and I acknowledge
GRANT FUNDING		
#1	NO Grant money will be used – Department operating budget will be used.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a Bid	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
Until Further Notice	Any time in excess of ninety (90) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
PRODUCTS		
ROAD SALT - CORROSION INHIBITED SOLID SODIUM CHLORIDE - MODIFIED GRADATION (ICE SLICKER/KICKER)	Category 4B on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
ROAD SALT - STANDARD GRADATION, ROAD SALT	Category 8A-R on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE	Category 1 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree

	BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID CALCIUM CHLORIDE	Category 2 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
Contact Information:			
1		Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Rob Greene, bid information 970-889-3852 rgreene@gmccorp.com Orders: pnworders@gmccorp.com 509-487-9171
1.1		Person confirms Company will confirm compliance with all instructions, terms, and conditions of this Request for Bids, to furnish items at the prices stated	I agree and I acknowledge
2		How many Addenda do you acknowledge receipt of?	4
NON-COLLUSION			
#1		The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Been Entered
Delivery:			
1		Normal Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within three (3) Business Days ARO.	Yes
2		EMERGENCY Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within TWENTY-FOUR (24) Hours ARO.	Yes
3		These items will be purchases on an "As Needed" basis by the City of Spokane Street Department.	I acknowledge and I understand
4		F.O.B. Delivery Points for Liquid Delcer: 901 N Nelson St., Spokane WA (Street Department Bldg Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 4315 E Sprague Ave., Spokane WA ("Hobo" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I acknowledge and I understand

5	F.O.B. Delivery Points for Solid Products: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I understand and I agree
Term of Value Blanket Order:		
1	The Value Blanket Order resulting from this ITB will be for a five year period, beginning approximately March 1 2024, and terminate on February 29, 2029.	I acknowledge and I understand
Payment Terms:		
1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand
Additional Items:		
1	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration:		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier 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.	I acknowledge and I understand
2	City of Spokane Business Registration Number:	604540279

Special Instructions:		
1	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I acknowledge and I understand
2	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
3	Brochures to be included with Bid Proposal forms if applicable.	I acknowledge and I understand
4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.	I acknowledge and I understand
5	The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.	I acknowledge and I understand
6	Federal and State laws governing this product must be satisfied.	I acknowledge and I understand
7	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
8	SAFETY DATA SHEETS must be uploaded here for the product you are bidding on. Upload Here.	Torch CI SDS.docx
9	References are to be uploaded here. Bidder must furnish names, addresses, telephone numbers and e-mail addresses of representatives of at least three (3) companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two (2) references which most nearly apply. References must be located in similar climates.	References: Washington Department of Transportation Jim Andersen 310 Maple Park Ave. Olympia WA 98504 360-705-7852 janders@wsdot.wa.gov Idaho Transportation Division Jared Hopkins P.O. Box 837 Lewiston ID 83501 208-799-5090 Jared.hopkins@itd.idaho.gov Franklin County, Washington Robert Mendez 3416 Stearman Ave. Pasco, WA 99301 509-545-3514 rmendez@franklincountywa.gov

10	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
11	If you took exception to any of the above, explain in detail.	
Technical Specifications:		
1	The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and I understand
2	The products on this Invitation to bid must meet the minimum requirements as put forth on the Clean Roads Qualified Products List (QPL) document in the Documents section for this project in ProcureWare	I acknowledge and I understand
3	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Cover Letter.doc
4	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product	GMCO Corporation is the manufacturer.
5	If you took exception to any of the above, explain in detail.	
Terms and Conditions:		
1	All freight charges shall be the responsibility of the winning supplier.	I agree and I acknowledge
2	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I agree and I acknowledge
3	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of bid.	I agree and I acknowledge
4	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this invitation to bid.	I agree and I acknowledge

5	Bidders must provide a minimum of ninety (90) days for acceptance by the City from the bid due date.	I agree and I acknowledge
6	Supplier (____ IS) (____ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
7	Supplier (____ IS) (____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
8	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and I understand
9	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
10	Bid Errors: When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's bid.	I acknowledge and I understand

11	<p>Rejection of Bids: The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.</p>	I acknowledge and I understand
12	<p>AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results. The City reserves the right to award to more than one contract.</p>	I acknowledge and I understand
13	<p>ORGANIZATION Proposal of an () individual () partnership () corporation organized and existing under the Laws of the State of</p>	Corporation incorporated in the State of Colorado
14	<p>INTERLOCAL PURCHASE AGREEMENTS The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.</p>	Yes
15	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions, located in "Documents Tab". If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I agree and I acknowledge

PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.	I agree and I acknowledge
4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
INSURANCE		
1	Awarded Supplier must provide Certificate of Insurance, at its own expense, prior to performing deliver for the below insurance coverage(s):	I agree and I acknowledge
2	a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.	I agree and I acknowledge

3	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract.</p>	I agree and I acknowledge
4	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	I agree and I acknowledge
5	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	I agree and I acknowledge
6	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured, as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p>	I agree and I acknowledge
Evaluation of Quotes:		

1	<p>Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	I acknowledge and I understand
Polychlorinated Biphenyls (PCBs):		
1	<p>In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.</p>	No
1.1	<p>As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?</p>	Don't Know
1.2	<p>If so were PCBs found at a measurable level?</p>	Don't Know
1.3	<p>As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?</p>	Don't Know
1.4	<p>If so attach the results or note from whom the results can be obtained.</p>	

1.5	Do you have reason to believe the product contains measurable levels of PCBs?	No
1.6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
PRICING		
1	FREIGHT TRANSPORTATION CHARGES will be the responsibility of the winning Vendor.	I agree and I acknowledge
2	Unit Price Per Ton is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Invoices are to be billed by Ton.	I agree and I acknowledge
3	Does Vendor intend on charging a Tariff/Freight Surcharge per each delivery?	No
3.1	If intending on charging a Tariff/Freight Surcharge per delivery, state how surcharge is calculated, and provide a calculated example.	N/A
4	If intending on charging additional fees or cost for Emergency Deliveries, state fees or cost, and how fees or cost are calculated, and provide a calculated example.	Additional \$5.00 per ton (to cover overtime) GMCO offers a 24/7 product pickup facility, which City of Spokane crews currently use, and keeps the City from paying emergency fees. Please reference the Cover letter for more details.
5	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -not- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
6	The Vendor's prices shall be firm throughout the first year of the contract period.	I agree and I acknowledge
6.1	Bidder has entered Pricing on the Pricing Tab. Unit Pricing Did Not Include Tax.	I agree and I acknowledge
7	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	I agree and I acknowledge

7.1	Back up documentation from manufacturer and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation.	I agree and I acknowledge
7.2	All price adjustments must be agreed on by both parties. Vendor must request pricing adjustment in writing, and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
7.3	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I agree and I acknowledge
8	PRICE DECREASES: During the contract period, any price decreases obtained by Vendor shall be reflected in a contract price reduction to the Purchaser retroactive to the Vendor's effective date.	I agree and I acknowledge
ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
1	Should Bidder Want To Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here	References Product Data sheet Product brochure.pdf

Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment

Annual 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.

1	Road Salt-Corrosion Inhibited Solid Sodium Chloride - Modified Gradation (Ice Slicker/Kicker)	Base	Per Ton	350.00			
2	Road Salt - Standard Gradation, Road Salt	Base	Per Ton	2,000.00			
3	Brine Salt - Liquid - Corrosion Inhibited Liquid Magnesium Chloride	Base	Per Ton	6,500.00			
4	Brine Salt - Liquid - Corrosion Inhibited Liquid Calcium Chloride	Base	Per Ton	6,500.00	\$218.82	\$1,422,330.00	\$200.90/ton FOB GMCO yard
5	Road Raze	Base	Per Ton	2,000.00			
6	White Salt	Base	Per Ton	2,000.00			

EMERGENCY DELIVERY

EMERGENCY DELIVERY	Additional Freight Cost per GALLON for Emergency Deliveries ONLY. Cost Should Not Include Tax. - This would be for any of the above referenced products	Base	Per Ton	1.00	\$5.00	\$5.00
Total Base Bid	\$1,422,335.00					



Honesty, integrity, and commitment since 1964

PO Box 1480 Rifle, CO 81650

Office: 970-625-9100 • Fax: 970-625-9101 • Toll free: 800-244-2148
gmccorp.com

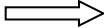
Cover Letter

GMCO Corporation’s Torch CI is on the Clear Roads qualified product list, Category 1 Corrosion Inhibited Liquid Magnesium Chloride. GMCO meets the minimum acceptable specifications as listed in the bid. GMCO is familiar with the needs of the City of Spokane and has supplied the previous 5-year contract from our facility located in Spokane. The City of Spokane crews have taken advantage of our 24/7 facility for immediate access to our product. This allows crews to pickup on weekends and evening with no delay in deliveries.

GMCO would like to additionally offer FOB pricing at our 4315 E Sprague Ave yard for the purpose of this bid: Torch CI \$200.90/ton

Category 1 - Corrosion Inhibited Liquid Magnesium Chloride

Product Name	Manufacturer	Corrosion Rate % Effectiveness	Concentration	Date Approved	Expiration
Iceban 200*	Earth Friendly Chem.	8	26%	8/15/2002	12/31/2024
Caliber M1000 AP	Envirotech Services Inc.	21	28%	8/2/2004	12/31/2024
Meltdown with Shield AP	Envirotech Services Inc.	26	30%	8/2/2004	12/31/2024
Hydro-Melt Green	Cargill	24	28%	8/1/2005	12/31/2024
Meltdown APEX with Shield AP	Envirotech Services Inc.	25	30%	1/25/2006	12/31/2024
FreezGard CI Plus	Compass Minerals	12	30%	8/28/2006	12/31/2024
Ice B'Gone II HF	Sears Ecological Appl.	29	25%	8/9/2007	12/31/2024
FreezGard LITE CI Plus	Compass Minerals	12	27%	6/13/2011	12/31/2024
HydroMelt Liquid Deicer	Cargill	28	29%	8/15/2011	12/31/2024
FreezGard CI Plus Sub Zero	Compass Minerals	14	28%	10/11/2011	12/31/2024
Torch IB	GMCO Corporation	25	27%	1/10/2013	12/31/2024
Torch CI	GMCO Corporation	21	30%	1/10/2013	12/31/2024
Meltdown Apex	Envirotech Services Inc.	22	30%	4/16/2014	12/31/2024
Meltdown Inhibited	Envirotech Services Inc.	24	30%	4/29/2014	12/31/2024
ProMelt MAG 30 INH	Innovative Surface Solutions	25	30%	7/31/2015	12/31/2024
ProMelt Ultra 1000 INH	Innovative Surface Solutions	28	27%	7/31/2015	12/31/2024
Torch LT	GMCO Corporation	25	30%	12/17/2015	12/31/2024
NexGen Liquid De-Icer	Paradigm Group	25	30%	5/12/2017	12/31/2024



Note-Iceban 200 was formerly Iceban Performance Plus M;
Torch IB was formerly Ice Ban 305; Torch CI was FreezGard 0 CCI; Torch LT was NextGen Torch
Those products marked with an asterisk (*) indicates that the stratification can be seen and agitation is required.



PO Box 1480 Rifle, CO 81650

Office: 970-625-9100 • Fax: 970-625-9101 • Toll free: 800-244-2148
gmcocorp.com

Reference Sheet

Washington Department of Transportation

Jim Andersen 310 Maple Park Ave. Olympia WA 98504
360-705-7852 janders@wsdot.wa.gov

Idaho Transportation Division

Jared Hopkins P.O. Box 837 Lewiston ID 83501
208-799-5090 Jared.hopkins@itd.idaho.gov

Franklin County, Washington

Robert Mendez 3416 Stearman Ave. Pasco, WA 99301
509-545-3514 rmendez@franklincountywa.gov



1-800-244-2148
gmcoCorp.com



→ *All-Natural*

→ *Environmentally Friendly*

→ *Meets PNS/Clear Roads Standards*

LIQUID DEICER

TORCH@CI is the best choice for safe and economical winter road maintenance.

TORCH[®]CI

- *TORCH@CI liquid magnesium chloride is an environmentally friendly de-icer, made naturally from Utah's Great Salt Lake.*
- *TORCH@CI provides exceptional anti-icing and de-icing for winter's toughest conditions.*
- *TORCH@CI contains effective corrosion inhibitors that meet or exceed DOT standards.*



Apply TORCH@CI directly to the road for anti-icing and de-icing during a winter storm event, or as a pre-wetting agent for both sand and granular de-icers. Trust TORCH@CI liquid magnesium chloride and GMCO Corporation for your toughest winter road maintenance needs.



GMCO Corporation
PO Box 1480
Rifle, CO 81650
800-244-2148

Product Data Sheet

Torch™ CI

PRODUCTION LOCATION

Various Locations

PRODUCT DESCRIPTION

Produced naturally from the Great Salt Lake, Torch CI is specially effective for deicing and anti-icing. It remains active (liquid) at cold temperatures while minimizing precipitates down to zero degrees Fahrenheit. Torch CI is a tan to light amber liquid, with a corrosion inhibitor, and density of approximately 185 gallons per ton.

PHYSICAL PROPERTIES

Specific Gravity 1.29 +/- 0.02
 pH (5% Solution) 7 - 9
 Weight 10.6 - 10.9 lbs./gallon

Typical Analysis		Typical		Range
Magnesium Chloride	MgCl ₂ (%)		30.9	26.9 – 34.9
Sulfate	SO ₄ (%)		1.1	0.0 – 1.2
Water	H ₂ O (%)		68	67 - 72

METHOD OF ANALYSIS

All analyses were performed by third party testing facilities. Copies of test reports are available upon request.

APPLICATION AND STORAGE

Application equipment should be washed daily with water. Storage equipment should be rinsed with water to prevent buildup of solids. Aluminum storage tanks or hauling equipment should not be grounded. Over application of MgCl₂ may result in unusually slippery road surfaces and should be avoided.



Safety Data Sheet

Issue Date: 12-Dec-2019

Revision Date: 02-Jan-2020

Version 1

1. IDENTIFICATION

Product identifier

Product Name Torch CI

Other means of identification

SDS # GMCO-008

Recommended use of the chemical and restrictions on use

Recommended Use Road deicer.

Details of the supplier of the safety data sheet

Manufacturer Address

GMCO Corporation
0228 Power Line Road
Rifle, CO 81650
Ph: 970-625-9100
F: 970-625-9101

Emergency telephone number

Emergency Telephone INFOTRAC 1-352-323-3500 (International)
1-800-535-5053 (North America)

2. HAZARDS IDENTIFICATION

Appearance Colorless to Light Amber
Liquid

Physical state Liquid

Odor Odorless

Classification

This chemical does not meet the hazardous criteria set forth by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200). However, this Safety Data Sheet (SDS) contains valuable information critical to the safe handling and proper use of this product. This SDS should be retained and available for employees and other users of this product.

3. COMPOSITION/INFORMATION ON INGREDIENTS

The product contains no substances which, at their given concentration, are considered to be hazardous to health. However, additional component information is available in subsequent sections of this SDS.

4. FIRST AID MEASURES

Description of first aid measures

General Advice

Provide this SDS to medical personnel for treatment.

Eye Contact

Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention if irritation occurs.

Skin Contact

Wash thoroughly with soap and water. Get medical attention if irritation occurs. Wash contaminated clothing before reuse.

Inhalation

If breathing is difficult, remove person to fresh air and keep at rest in a position comfortable for breathing. Get medical advice/attention if you feel unwell.

Ingestion	Rinse mouth. Do not induce vomiting without medical advice. If conscious give 2 glasses of water to dilute. Never give anything by mouth to an unconscious person. If ingestion of a large amount does occur, call a poison control center immediately.
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Most important symptoms and effects, both acute and delayed

Symptoms	Direct contact with eyes may cause temporary irritation.
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Indication of any immediate medical attention and special treatment needed

Notes to Physician	Treat symptomatically and supportively.
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5. FIRE-FIGHTING MEASURES**Suitable Extinguishing Media**

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment. Water spray (fog). Carbon dioxide (CO₂). Foam. Alcohol resistant foam. Cool containers exposed to flames with water until well after the fire is out.

Unsuitable Extinguishing Media Do not use a solid water stream as it may scatter and spread fire.

Specific Hazards Arising from the Chemical

Pressure may develop in closed containers if temperatures exceed 87.8°C (190°F). During fire, gases hazardous to health may be formed.

Hazardous combustion products Hydrogen chloride. Chlorine gas. Oxides of magnesium.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES**Personal precautions, protective equipment and emergency procedures**

Personal Precautions	Keep unnecessary and unprotected people away from area of spill. Wear protective clothing as described in Section 8 of this safety data sheet.
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Environmental precautions

Environmental precautions	See Section 12 for additional Ecological Information.
----------------------------------	---

Methods and material for containment and cleaning up

Methods for Containment	Prevent further leakage or spillage if safe to do so.
--------------------------------	---

Methods for Clean-Up	Before attempting clean up, refer to hazard data given above. Small spills may be absorbed with non-reactive absorbent and placed in suitable, covered, labelled containers. Prevent large spills from entering sewers or waterways. Contact emergency services and supplier for advice. For waste disposal, see section 13 of the SDS.
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7. HANDLING AND STORAGE**Precautions for safe handling**

Advice on Safe Handling	Handle in accordance with good industrial hygiene and safety practice. Wear protective gloves/protective clothing and eye/face protection. Wash face, hands and any exposed skin thoroughly after handling. Do not eat, drink or smoke when using this product.
--------------------------------	---

Conditions for safe storage, including any incompatibilities

Storage Conditions	Keep containers tightly closed in a dry, cool and well-ventilated place. Store away from incompatible materials. Store between 50-100°F.
Incompatible Materials	Strong oxidizers. Strong acids. Metals.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

<u>Exposure Guidelines</u>	<p>This product, as supplied, is not known to contain any materials with established occupational exposure limits.</p> <p>TWA PEL: No specific limits have been established for magnesium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR):5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.</p> <p>TWA TLV: No specific limits have been established for magnesium chloride (a soluble substance).As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC):10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV</p>
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<u>Appropriate engineering controls</u>	
Engineering Controls	Use process enclosures, local exhaust ventilation or other engineering controls to keep airborne levels below recommended exposure limits. If user operations generate dust, fume or mist, use ventilation to keep exposure to airborne contaminants below exposure limit.

Individual protection measures, such as personal protective equipment

Eye/Face Protection	Safety glasses with side shields. Refer to 29 CFR 1910.133 for eye and face protection regulations.
Skin and Body Protection	Wear protective gloves and protective clothing. Refer to 29 CFR 1910.138 for appropriate skin and body protection.
Respiratory Protection	If necessary, wear a MSHA/NIOSH-approved respirator. Refer to 29 CFR 1910.134 for respiratory protection requirements.
General Hygiene Considerations	Handle in accordance with good industrial hygiene and safety practice. Wash face, hands and any exposed skin thoroughly after handling. Wash contaminated clothing before reuse.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state	Liquid	Odor	Odorless
Appearance	Colorless to Light Amber Liquid	Odor Threshold	Not determined
Color	Not determined		
<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>	
pH	7-9	(5% in DW)	
Melting point / freezing point	-18.33 °C		
Boiling point / boiling range	107.22 °C		
Flash point	Not determined		
Evaporation Rate	Not determined		
Flammability (Solid, Gas)	Not determined		
Flammability Limit in Air			
Upper flammability or explosive limits	Not determined		
Lower flammability or explosive	Not determined		

limits	
Vapor Pressure	Not determined
Vapor Density	Not determined
Relative Density	1.24-1.34
Water Solubility	Soluble in water
Solubility in other solvents	methanol and acetone
Partition Coefficient	Not determined
Autoignition temperature	Not determined
Decomposition temperature	Not determined
Kinematic viscosity	Not determined
Dynamic Viscosity	Not determined
Explosive Properties	Not determined
Oxidizing Properties	Not determined

10. STABILITY AND REACTIVITY

Reactivity

Not reactive under normal conditions.

Chemical stability

Stable under recommended storage conditions.

Possibility of hazardous reactions

None under normal processing.

Hazardous Polymerization

Under normal conditions of storage and use, hazardous polymerization will not occur.

Conditions to Avoid

Incompatible Materials.

Incompatible materials

Strong oxidizers. Strong acids. Metals.

Hazardous decomposition products

Hydrogen chloride. Chlorine gas. Magnesium oxides.

11. TOXICOLOGICAL INFORMATION

Information on likely routes of exposure

Eye Contact	Direct contact with eyes may cause temporary irritation.
Skin Contact	Prolonged contact may cause redness and irritation.
Inhalation	No adverse effects due to inhalation are expected.
Ingestion	Not expected to cause any harmful effects if ingested.

Component Information

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
water 7732-18-5	> 90 mL/kg (Rat)	-	-
Magnesium Chloride 7786-30-3	= 2800 mg/kg (Rat)	-	-

Symptoms related to the physical, chemical and toxicological characteristics

Symptoms	Please see section 4 of this SDS for symptoms.
-----------------	--

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Carcinogenicity

Based on the information provided, this product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.

Numerical measures of toxicity

Not determined

12. ECOLOGICAL INFORMATION

Ecotoxicity

An environmental hazard cannot be excluded in the event of unprofessional handling or disposal.

Component Information

Chemical name	Algae/aquatic plants	Fish	Crustacea
Magnesium Chloride 7786-30-3	82.7: 72 h Pseudokirchneriella subcapitata mg/L EC50	1970 - 3880: 96 h Pimephales promelas mg/L LC50 static 4210: 96 h Gambusia affinis mg/L LC50 static	140: 48 h Daphnia magna mg/L EC50 Static 1400: 24 h Daphnia magna mg/L EC50

Persistence/Degradability

Not determined.

Bioaccumulation

Not determined.

Mobility

Not determined

Other Adverse Effects

None known

13. DISPOSAL CONSIDERATIONS

Waste Treatment Methods

Disposal of Wastes

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Contaminated Packaging

Disposal should be in accordance with applicable regional, national and local laws and regulations.

14. TRANSPORT INFORMATION

Note

Please see current shipping paper for most up to date shipping information, including exemptions and special circumstances.

DOT

Not regulated

IATA

Not regulated

IMDG

Not regulated

15. REGULATORY INFORMATION

International Inventories

Chemical name	TSCA	TSCA Inventory Status	DSL/NDSL	EINECS/ELI NCS	ENCS	IECSC	KECL	PICCS	AICS
water	X	ACTIVE	X	X	X	X	X	X	X
Magnesium Chloride	X	ACTIVE	X	X	X	X	X	X	X

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List
EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances
ENCS - Japan Existing and New Chemical Substances
IECSC - China Inventory of Existing Chemical Substances
KECL - Korean Existing and Evaluated Chemical Substances
PICCS - Philippines Inventory of Chemicals and Chemical Substances
AICS - Australian Inventory of Chemical Substances

US Federal Regulations**CERCLA**

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355).

SARA 311/312 Hazard Categories

This material does not contain any SARA 311-312 chemicals above the minimum levels

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product does not contain any chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

This product does not contain any substances regulated under applicable state right-to-know regulations

16. OTHER INFORMATION

<u>NFPA</u>	Health Hazards	Flammability	Instability	Special Hazards
	Not determined	Not determined	Not determined	Not determined
<u>HMIS</u>	Health Hazards	Flammability	Physical hazards	Personal Protection
	Not determined	Not determined	Not determined	Not determined

Issue Date: 12-Dec-2019
Revision Date: 02-Jan-2020
Revision Note: New format

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



Agenda Sheet for City Council:

Committee: PIES **Date:** 04/15/2024

Committee Agenda type: Consent

Date Rec'd 4/17/2024

Clerk's File # OPR 2024-0318

Renews #

Cross Ref #

Council Meeting Date: 04/29/2024

Submitting Dept	STREETS	Project #	
------------------------	---------	------------------	--

Contact Name/Phone	CLINT HARRIS 625-7744	Bid #	ITB #6057-24
---------------------------	-----------------------	--------------	--------------

Contact E-Mail	CEHARRIS@SPOKANECITY.ORG	Requisition #	VB
-----------------------	--------------------------	----------------------	----

Agenda Item Type	Purchase w/o Contract		
-------------------------	-----------------------	--	--

Council Sponsor(s)	BWILKERSON KKLITZKE JBINGLE		
---------------------------	-----------------------------	--	--

Agenda Item Name	1100 - STREET DEPARTMENT ICE KICKER		
-------------------------	-------------------------------------	--	--

Agenda Wording

The Street Department is seeking approval to purchase Ice Kicker at a cost not to exceed \$115,000.00.

Summary (Background)

Ice Kicker was put out for bid (ITB #6057-24) and is awarded to Salt Distributors Inc. This salt-based product with anticorrosive inhibitors added is used by Street Department during the winter months for deicing. Ice Kicker is used primarily in the CBD area

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 115,000.00

Current Year Cost \$ 115,000.00

Subsequent Year(s) Cost \$ N/A

Narrative

This product was put out for bid and the low bidder received the award.

Amount

Budget Account

Expense	\$ 115,000.00	# 1100-21800-42660-53210-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

HARRIS, CLINT E.

Division Director

FEIST, MARLENE

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

PURCHASING

PRINCE, THEA

Distribution List

Nic Binczewski, sales@salt distributorsinc.com

ceharris@spokanecity.org

jwthomas@spokanecity.org

jdykes@spokanecity.org

jklapp@spokanecity.org

tprince@spokanecity.org

rrinderle@spokanecity.org

tbrazington@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	04/15/2024
Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org , 509-625-7744
Council Sponsor(s)	<u>Wilkerson, Bingle, Klitzke</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Street Department Ice Kicker
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is seeking approval to purchase Ice Kicker at a cost not to exceed \$115,000.00.</p> <p>Ice Kicker was put out for bid (ITB #6057-24) and is awarded to Salt Distributors Inc.</p> <p>This salt-based product with anticorrosive inhibitors added is used by Street Department during the winter months for deicing. Ice Kicker is used primarily in the CBD area</p>
Fiscal Impact \$115,000.00	
Approved in current year budget?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Total Cost: <u>\$115,000.00</u>	
Current year cost: \$115,000.00	
Subsequent year(s) cost: N/A	
Narrative:	<u>This product was put out for bid and the low bidder received the award.</u>
Funding Source	<input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A
Specify funding source: Program revenue	
Is this funding source sustainable for future years, months, etc? Yes	
Expense Occurrence	<input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A
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 product is used city-wide based upon road conditions.	
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 product is used city-wide based upon road conditions.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Evaluation and consideration of this product and its appropriateness relative to other Winter Material products are constantly done during Winter months.

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 product supports safe movement along City roadways.

Bid Response Summary

Bid Number ITB 6057-24
Bid Title Snow and Ice Control Products
Due Date Monday, February 12, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Salt Distributors, Inc.
Submitted By Stanley Binczewski - Friday, February 9, 2024 1:10:37 PM [(UTC-08:00) Pacific Time (US & Canada)]
 Sales@saltdistributorsinc.com

Comments

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	1	The City of Spokane Street Maintenance Division is responsible for cleaning, repairing and performing preventative maintenance on the 2,200 lane miles of paved streets and 61 lane miles of gravel streets. The Street Department operates 24 hours a day, seven days a week during the Winter Season and uses a considerable quantity of Ice/snow management material to ensure the safety of its roadway system during these busy and unpredictable months.	Yes
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			

#1	If the Bidder discovers any errors, discrepancies, or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the opening date.	I agree and I acknowledge
GRANT FUNDING		
#1	NO Grant money will be used – Department operating budget will be used.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a Bid	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
Until Further Notice	Any time in excess of ninety (90) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
PRODUCTS		
ROAD SALT - CORROSION INHIBITED SOLID SODIUM CHLORIDE - MODIFIED GRADATION (ICE SLICKER/KICKER)	Category 4B on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
ROAD SALT - STANDARD GRADATION, ROAD SALT	Category 8A-R on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE	Category 1 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree

	BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID CALCIUM CHLORIDE	Category 2 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
Contact Information:			
1		Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Nic Binczewski 509-218-1983 sales@salt distributorsinc.com
1.1		Person confirms Company will confirm compliance with all instructions, terms, and conditions of this Request for Bids, to furnish items at the prices stated	I agree and I acknowledge
2		How many Addenda do you acknowledge receipt of?	4 clarifications
NON-COLLUSION			
#1		The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Been Entered
Delivery:			
1		Normal Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within three (3) Business Days ARO.	Yes
2		EMERGENCY Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within TWENTY-FOUR (24) Hours ARO.	Yes
3		These items will be purchases on an "As Needed" basis by the City of Spokane Street Department.	I acknowledge and I understand
4		F.O.B. Delivery Points for Liquid Delcer: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 4315 E Sprague Ave., Spokane WA ("Hobo" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I acknowledge and I understand

5	F.O.B. Delivery Points for Solid Products: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I understand and I agree
Term of Value Blanket Order:		
1	The Value Blanket Order resulting from this ITB will be for a five year period, beginning approximately March 1 2024, and terminate on February 29, 2029.	I acknowledge and I understand
Payment Terms:		
1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand
Additional Items:		
1	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration:		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier 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.	I acknowledge and I understand

2	City of Spokane Business Registration Number:	602332257
Special Instructions:		
1	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I acknowledge and I understand
2	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
3	Brochures to be included with Bid Proposal forms if applicable.	I acknowledge and I understand
4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.	I acknowledge and I understand
5	The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.	I acknowledge and I understand
6	Federal and State laws governing this product must be satisfied.	I acknowledge and I understand
7	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
8	SAFETY DATA SHEETS must be uploaded here for the product you are bidding on. Upload Here.	salt_-_english_-_sept_2015.pdf
9	References are to be uploaded here. Bidder must furnish names, addresses, telephone numbers and e-mail addresses of representatives of at least three (3) companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two (2) references which most nearly apply. References must be located in similar climates.	City Of Spokane Valley, Shane Arlt 509-954-0850 Pierce county, Wanda Davis (253) 798-3897 WSDOT ER1,2,3,4 NC2,3 Jan Rudd 509-324-6590 Idot Shad Flores 208-772-1245 Odot Scott Ratay 971-701-1772 City Of Wenatchee Andy Greer 509-888-3245 More cities and counties available upon request.

10	Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.	I agree and I acknowledge
11	If you took exception to any of the above, explain in detail.	
Technical Specifications:		
1	The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.	I acknowledge and I understand
2	The products on this Invitation to bid must meet the minimum requirements as put forth on the Clean Roads Qualified Products List (QPL) document in the Documents section for this project in ProcureWare	I acknowledge and I understand
3	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Spokane + SDI Cover Letter.pdf
4	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product	Compass Minerals Salt, SOP and Magnesium Chloride Plants 765 N. 10500 West Ogden, Utah 84404 801.731.3100 Broken Arrow Stanisbury Island Utah 1-800-491-3942 Saltworx 801-791-3321 po box 628 morgan Utah 84050
5	If you took exception to any of the above, explain in detail.	
Terms and Conditions:		
1	All freight charges shall be the responsibility of the winning supplier.	I agree and I acknowledge
2	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I agree and I acknowledge
3	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of bid.	I agree and I acknowledge

4	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this invitation to bid.	I agree and I acknowledge
5	Bidders must provide a minimum of ninety (90) days for acceptance by the City from the bid due date.	I agree and I acknowledge
6	Supplier (____ IS) (____ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a “business, privately or publicly owned, at least 51% of which is owned by minority group members.” For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
7	Supplier (____ IS) (____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
8	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and I understand
9	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge

10	<p>Bid Errors: When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's bid.</p>	I acknowledge and I understand
11	<p>Rejection of Bids: The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.</p>	I acknowledge and I understand
12	<p>AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results. The City reserves the right to award to more than one contract.</p>	I acknowledge and I understand
13	<p>ORGANIZATION Proposal of an () individual () partnership () corporation organized and existing under the Laws of the State of _____</p>	S corp Washington

14	<p>INTERLOCAL PURCHASE AGREEMENTS The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.</p>	Yes
15	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions, located in "Documents Tab". If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I agree and I acknowledge
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
1	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	I agree and I acknowledge
2	<p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p>	I agree and I acknowledge

3	<p>When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.</p>	I agree and I acknowledge
4	<p>The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	I agree and I acknowledge
INSURANCE		
1	<p>Awarded Supplier must provide Certificate of Insurance, at its own expense, prior to performing deliver for the below insurance coverage(s):</p>	I agree and I acknowledge
2	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	I agree and I acknowledge

3	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract.</p>	I agree and I acknowledge
4	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	I agree and I acknowledge
5	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	I agree and I acknowledge
6	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured, as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p>	I agree and I acknowledge
Evaluation of Quotes:		

1	<p>Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	I acknowledge and I understand
Polychlorinated Biphenyls (PCBs):		
1	<p>In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.</p>	No
1.1	<p>As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?</p>	Don't Know
1.2	<p>If so were PCBs found at a measurable level?</p>	Don't Know
1.3	<p>As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?</p>	Don't Know

1.4	If so attach the results or note from whom the results can be obtained.	
1.5	Do you have reason to believe the product contains measurable levels of PCBs?	No
1.6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
PRICING		
1	FREIGHT TRANSPORTATION CHARGES will be the responsibility of the winning Vendor.	I agree and I acknowledge
2	Unit Price Per Ton is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Invoices are to be billed by Ton.	I agree and I acknowledge
3	Does Vendor intend on charging a Tariff/Freight Surcharge per each delivery?	No
3.1	If intending on charging a Tariff/Freight Surcharge per delivery, state how surcharge is calculated, and provide a calculated example.	no Charge
4	If intending on charging additional fees or cost for Emergency Deliveries, state fees or cost, and how fees or cost are calculated, and provide a calculated example.	no charge
5	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -not- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
6	The Vendor's prices shall be firm throughout the first year of the contract period.	I agree and I acknowledge
6.1	Bidder has entered Pricing on the Pricing Tab. Unit Pricing Did Not Include Tax.	I agree and I acknowledge
7	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	I agree and I acknowledge

Annual 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.

1	Road Salt- Corrosion Inhibited Solid Sodium Chloride - Modified Gradation (Ice Slicker/Kicker)	Base	Per Ton	350.00	\$159.94	\$55,979.00	Clear Roads Category 4C Ice Kicker corrosion Inhibited standard gradation performance road salt
2	Road Salt - Standard Gradation, Road Salt	Base	Per Ton	2,000.00	\$175.67	\$351,340.00	Clear Roads Category 8A-R Drirox Kiln dried washed standard gradation salt
3	Brine Salt - Liquid - Corrosion Inhibited Liquid Magnesium Chloride	Base	Per Ton	6,500.00			

4	Brine Salt - Liquid - Corrosion Inhibited Liquid Calcium Chloride	Base	Per Ton	6,500.00			
5	Road Rage	Base	Per Ton	2,000.00			
6	White Salt	Base	Per Ton	2,000.00	\$135.13	\$270,260.00	Clear Roads Category 8B Qwiksalt standard gradation road salt treated with magnesium chloride and YPS
EMERGENCY DELIVERY							
EMERGENCY DELIVERY	Additional Freight Cost per GALLON for Emergency Deliveries ONLY. Cost Should Not Include Tax. - This would be for any of the above referenced products	Base	Per Ton	1.00			
Total Base Bid				\$677,579.00			

City of Spokane Street Maintenance:

Salt Distributors, Inc (SDI) is a Spokane family owned and operated incorporated small business founded by Stan Binczewski and Nic Binczewski in 2003. We have been supplying the City of Spokane with deicing salt products for over 15 years. As a Washington small business, it is our mission to provide the highest level of customer service with high quality salt products at a competitive price. Over the last 16 years we have been awarded three WSDOT contracts (2008-2014, 2014-2022, 2022-current), delivering to WSDOT facilities, along with additional deliveries to other local, state, and private entities. We have consistently and successfully delivered up to 100k tons of deicing products a year to WSDOT, IDAHO DOT, Oregon DOT, and multiple cities and counties, including the City of Spokane.

During this most recent storm season, Salt Distributors was able to regularly provide same day service to the City of Spokane, including some loads being delivered within 2 hours of order placement.

The products we provide include:

- **White 8B** - Quicksalt Compass and Type C Broken Arrow
- **Dry Salt 8A-R** - Dri Rox Compass, Kiln Dry Extra Course Broken Arrow
- **8A-B - Dri Rox** Compass, Kiln Dry Extra Course Broken Arrow
- **4C - Ice Kicker** Saltworx blue pretreated corrosion inhibited salt.

Salt Distributors Inc has partnered with three diverse American salt producers, who harvest their renewable salt products from the Great Salt Lake in Utah. All products are sustainably harvested as salt brine and the ancient tradition of solar evaporation is used to create salt. This salt can then be washed and kiln dried for brine salt or treated with a blend of additives to make Ice Kicker.

Compass Minerals, Overland Park, Kansas & main production plant in Ogden, Utah - Compass Minerals is the one of the largest salt producers in North America and uses solar evaporation, the oldest and most energy efficient method of mineral production, at the Ogden facility on the Great Salt Lake. At this 55,000m acre facility, highly concentrated brine is drawn from the lake's most remote areas into very shallow solar evaporation ponds to produce salt. Salt Distributors purchases 8-B, 8-AR, and 8-A-B from Compass. Salt Distributors is also a depot location and a transloading center for Compass products. Compass Minerals ships millions of tons of bulk deicing salt per year in the United States.

Broken Arrow, Grantsville, Utah - Broken Arrow Salt is a leading salt supplier in the intermountain West. Broken Arrow is a first tier supplier to Salt Distributors, Inc. and ships more than 500,000 tons of road salt per year. They also partner with Saltworx to provide storage, blending and raw materials for the production of Ice Kicker

Saltworx, Morgan, Utah - Saltworx supplies Ice Kicker, a High Performance Salt, that allows the user to apply 30% less total salt. It is pre-treated with a proprietary liquid enhancer, melting

snow and ice faster, at a lower temperature than traditional road salts. Ice Kicker is up to 50% less corrosive than other road salts and does not leave a clay residue behind when it melts. Ice Kicker is colored blue to help plow truck operators see and monitor the application. The blue color is more solar absorbent than red road salt based on the Solar Absorption Color Spectrum. The blue color is degraded by sunlight and disappears hours after application and does not leave a permanent residue on the road surface. WSDOT is now using Ice Kicker at many of its sheds and there is great interest from more areas. The combination of lower temperature, 50% less corrosion, and 30% less usage will save WSDOT money. SaltWorx is happy to coordinate both virtual and in person training for government agencies. Training curriculum includes product attributes and capabilities, deicing science and chemistry, and proper storage, application, and melting expectations for SaltWorx products.

Salt Distributors owns and operates a 23,000 ton depot in a 70,000 square foot warehouse in Spokane Valley, WA. Maintaining the integrity of our products is a top priority for Salt Distributors. We unload all our products, both truck and rail, onto a cement or asphalt pad, and either immediately ship or move to inside storage. Products at our depot are stored under cover to prevent exposure to elements that degrade the quality of our products, like dirt and water that lead to clumping.

To prevent disruption to deliveries during times of increased volume, SDI employs a multipronged approach:

1. Fully stocked depots across Washington State totaling 31,500 tons in storage.
2. Increase daily shipments from an average of 600 tons a day to 1200 tons a day at Spokane Valley Depot by enlisting more trucks and drivers. Local Spokane area truck carriers have priority commitments to SDI and rely on SDI for off-season employment, guaranteeing winter availability to SDI. Other depots can increase daily capacity as needed for storm events. We also provide incentives throughout the year to our contract truck drivers to foster a strong relationship and increase dependability during storm events and times of high volume.
3. Supplement truck shipments from manufactures located in Utah directly to customers via belt trucks or hopper trucks to depots.
4. Expand rail shipments to keep depots fully stocked. SDI has 60 leased railcars in our fleet with an additional 200 available from our main suppliers.

Salt Distributors is dedicated to providing the City of Spokane with high quality deicing products as quickly as possible.

Stan & Nic Binczewski



SAFETY DATA SHEET

1. Product and Company Identification

Product identifier	Salt
Other means of identification	American Backwoods Animal Nutrition Products Sodium Chloride Sifto Safe Step Standard Salt Sifto Ice Salt Sifto Sodium Chloride Sifto Safe Step EnviroGuard QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen Aspen Blue Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue EconoBlend 370 Winter Storm Winter Storm Blue Safe Step Pro Series 550 Safe Step Pro Series 570 Safe Step 6300 Enviro Blend Safe Step Pro Series 960 Choice Formula Safe Step Sure Paws Sifto Safe Step Sure Paws American Stockman Animal Nutrition Products Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products Salt brine Thawrox Treated salt Commercial bulk rock salt Safe Step Pro Series 950 MaxiFonte Solar salt Canadian Stockman Animal Nutrition products Sifto pool salt Crystal Plus
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer	Compass Minerals USA Inc. 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US 913-344-9200 CHEMTREC 1-800-424-9300 CANUTEC 1-613-996-6666

2. Hazards Identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
OSHA defined hazards	Not classified.
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.

Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)
Disposal	Dispose of waste and residues in accordance with local authority requirements.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on Ingredients

Mixture

Composition comments	The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers, Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater; components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.
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4. First Aid Measures

Inhalation	Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.

5. Fire Fighting Measures

Suitable extinguishing media	Salt and salt mixtures are non-combustible.
Unsuitable extinguishing media	Not applicable.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.
Fire-fighting equipment/instructions	Salt is not combustible and is thus not the material of concern for firefighting equipment or methods.
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
General fire hazards	No unusual fire or explosion hazards noted.
Hazardous combustion products	Chlorine. Hydrogen chloride. Oxides of sodium.
Explosion data	
Sensitivity to mechanical impact	Not available.
Sensitivity to static discharge	Not available.

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures	Restrict area to facilitate clean up.
Methods and materials for containment and cleaning up	Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid direct release into waterways and sewers.

7. Handling and Storage

Precautions for safe handling	Use care in handling/storage. Avoid breathing dust.
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Conditions for safe storage, including any incompatibilities

Store in original tightly closed container. Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

8. Exposure Controls/Personal Protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	<p>TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.</p> <p>TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.</p> <p>Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.</p>
Individual protection measures, such as personal protective equipment	
Eye/face protection	Safety glasses if eye contact is possible.
Skin protection	
Hand protection	If there is constant skin contact, rubber gloves are recommended.
Other	Wear suitable protective clothing.
Respiratory protection	No personal respiratory protective equipment normally required.
Thermal hazards	Not applicable.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment.

9. Physical and Chemical Properties

Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable

Decomposition temperature	Not applicable
Viscosity	Not applicable

10. Stability and Reactivity

Reactivity	None known.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	Chlorine gas. Hydrogen chloride. Oxides of sodium.

11. Toxicological Information

Information on likely routes of exposure

Ingestion	Expected to be a low ingestion hazard.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity Not classified.

Product	Species	Test Results
Salt (CAS Mixture)		
Acute		
<i>Inhalation</i>		
LC50	Rat	21 mg/L, estimated
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.	
Exposure minutes	Not available.	
Erythema value	Not available.	
Oedema value	Not available.	
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.	
Corneal opacity value	Not available.	
Iris lesion value	Not available.	
Conjunctival reddening value	Not available.	
Conjunctival oedema value	Not available.	
Recover days	Not available.	
Respiratory or skin sensitization		
Respiratory sensitization	Not available.	
Skin sensitization	This product is not expected to cause skin sensitization.	
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
Mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.	
Teratogenicity	Not classified.	
Specific target organ toxicity - single exposure	Not classified.	
Specific target organ toxicity - repeated exposure	Not classified.	
Aspiration hazard	Not classified.	

Chronic effects	Not classified.
Further information	This product has no known adverse effect on human health.
Name of Toxicologically Synergistic Products	Not available.

12. Ecological Information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal Considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information

U.S. Department of Transportation (DOT)	Not regulated as dangerous goods.
Transportation of Dangerous Goods (TDG - Canada)	Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.
WHMIS status	Not Controlled
US federal regulations	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.
CERCLA Hazardous Substance List (40 CFR 302.4)	Not listed.
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)	Not regulated.
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List	Not regulated.
Superfund Amendments and Reauthorization Act of 1986 (SARA)	
Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
SARA 302 Extremely hazardous substance	No
SARA 311/312 Hazardous chemical	No
SARA 313 (TRI reporting)	Not regulated.

Other federal regulations**Safe Drinking Water Act (SDWA)** Not regulated.**Food and Drug Administration (FDA)** Not regulated.**US state regulations**

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

US. Massachusetts RTK - Substance List

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Rhode Island RTK

Not regulated.

Inventory status

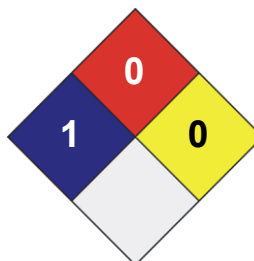
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other Information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 1
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X

**Disclaimer**

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date 28-September-2015**Effective date** 01-August-2014**Expiry date** 01-August-2017**Further information** Not available.**Prepared by** Dell Tech Laboratories, Ltd. Phone: (519) 858-5021**Other information** This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of Chemicals (GHS).

This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.



ICE  **KICKER**®

ROAD SALT WITH A **KICK**



SALTWORX®

ICE KICKER®

SAVE TIME

Works faster

IceKicker's specially formulated additive kick starts the brining process helping cut snow and ice faster than before!



*Kamas, UT - February 2018
3°F - City road melted with IceKicker*



*Bountiful, UT - December 2015
18°F - 4 minutes after plowing*



**70%
OF UNTREATED
SALT STAYS
ON THE ROAD**

TRADITIONAL ROAD SALT

30% ends up on the shoulder.



**96%
OF PRE-TREATED
SALT STAYS
ON THE ROAD**

ICE KICKER ROAD SALT

4% ends up on the shoulder.

Salt Bounce and Scatter Study, Lansing, MI: Michigan Department of Transportation, 2012. Print.

SAVE MONEY

Use Less

IceKicker sticks to the road reducing "bounce and scatter" and wasted salt.

More Effective

IceKicker melts roads faster and at colder temperatures, thus reducing operating costs.

Pre-Treated and Ready to Go

IceKicker is a ready-made product that saves time and money on pre-wetting equipment and liquids.

SAVE LIVES

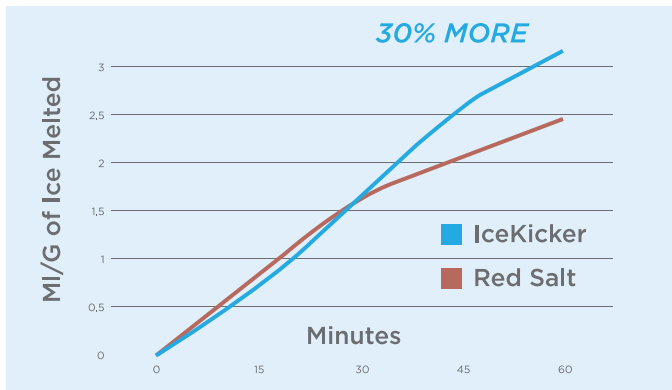
Visible

IceKicker's blue color helps emphasize where crews have been and what roads are safe.

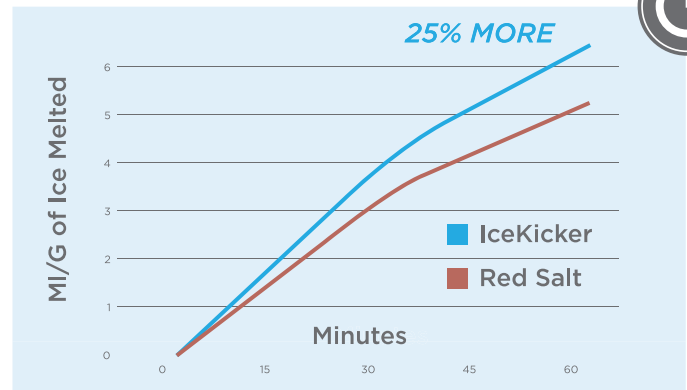


PLEASE NOTE: The information in this brochure, including images, is provided in good faith but is for informational purposes only. Actual product may vary, including appearance and performance. Customer is responsible for its own specific use of products.

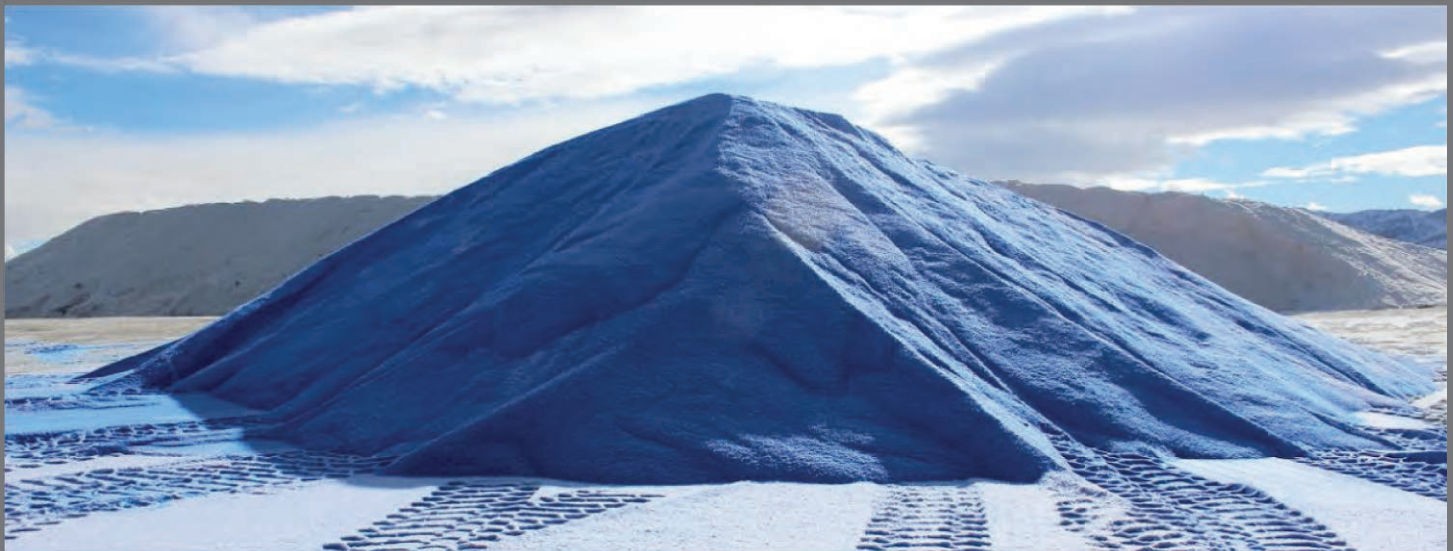
SHRP H-205.1 Ice Melting Test at 15°



SHRP H-205.1 Ice Melting Test at 25°



Testing conducted by the Western Transportation Institute - Bozeman, MT - December 17, 2015



50% Less Corrosive

IceKicker is approved on the Pacific Northwest Snowfighters / Qualified Product List under Category 4C - Corrosion Inhibited Solid Sodium Chloride.

IceKicker has a corrosion rate score of 50 which means it's 50% less corrosive than standard grade white salt. That's 50% less corrosion on equipment, infrastructure, and the environment!



ICE KICKER®

“This stuff WORKS! I’ve tried all different types of deicing salt over the years and nothing compares to IceKicker! At near zero degrees, we had puddles of water on our city streets. I am very impressed with this product!

Jon Lesko - City of Rock Springs - Rock Springs, WY

“I had a snow packed road, the temperature was 22°. I put down IceKicker and in 10 minutes I had running water on the road. IceKicker flat out works, no doubt about it!”

Jamie Jensen - Cache County - Logan, UT

“I’ve used a lot of deicing salts throughout my 30 years in public works but none of them have worked as well as IceKicker! IceKicker works fast and effectively saving money on our budget, and cutting down on operating costs. The citizens like that you can see it, but it doesn’t leave behind a dirty residue; and my guys like that it cuts ice at temperatures they haven’t seen before. IceKicker has definitely been a win/win for our city!”

Danny Martinez - Public Works Superintendent - Cottonwood Heights, UT

**VISIT OUR WEBSITE AT
www.saltworx.net**

Ask about our salt brine enhancer:

COLD  STORM®


SALTWORX®



SPECIALLY ENHANCED TO QUICKLY CLEAR ROADS

Salt has been the backbone of the de-icer industry for years. It's the most cost-effective option to keep roads clear during harsh winter conditions. QwikSalt® is just that but better, providing an economical and fast-acting solution to clear even the iciest winter roads quickly and effectively.

THE RIGHT MIX MELTS AT LOWER TEMPERATURES

QwikSalt is enhanced with magnesium chloride to help clear roads faster and more effectively, with less bounce and scatter. Because of its composition, QwikSalt can melt ice at lower temperatures than straight salt.

EXCELLENT BRINING SALT

QwikSalt is 98.5 percent pure sodium chloride. It's the perfect formula that won't clog your brine maker when you need it most.



IMPURITIES DO NOT MELT ICE – SALT MELTS ICE

Some salts contain impurities such as clay and iron, which do not melt ice and offer no traction improvements on snowy, icy roads. QwikSalt melts the ice, clears the roads and creates safer conditions for travelers.

NATURALLY RENEWABLE

Minerals come directly from the Great Salt Lake. Produced with solar energy, QwikSalt has virtually no carbon footprint. We are very respectful to the environment and take every measure to achieve sustainability.





HIGH QUALITY DE-ICING SALT TO KEEP ROADS THEIR SAFEST

HIGH QUALITY CONTROL AT THE GREAT SALT LAKE

QwikSalt is produced through solar evaporation technology from the Great Salt Lake in Utah. The salt is washed for removal of impurities, dewatered, selectively screened to guarantee this special gradation of salt, and mixed with magnesium chloride for enhanced performance and ease of storage.

CONVENIENT DISTRIBUTION

Strategically located to service your de-icing needs, Compass Minerals provides high quality salt and dependable service throughout the United States. Its mines, evaporation plant, and depot system make sure that salt is available when and where you need it.





MOISTURE IS THE ENEMY. DRIROX IS YOUR ALLY.



**For more
information or
to get a bid:**

800-693-3334

DriRox is a high performance deicing salt that every road maintenance program should have in its arsenal. Free-flowing and uniform in size, Delivers more effective and longer-lasting results because it has a lower moisture content than other solar salts.

Less Moisture. More Performance.

Some salts have a moisture content of 2.0% or more, which can cause clumping, poor application, clogging, and a variety of challenges. DriRox is kiln dried solar salt with a moisture content less than 0.1%. This helps ensure:

- No freezing or clumping
- Better flow
- More effective application
- Faster acting than red salt
- Easier mix to create brine



The Importance of Purity

Impurities in salt do not significantly contribute to the overall melting effectiveness. In some salts, these contaminants represent up to 10% of the salt, meaning less ice melting performance and additional cleanup costs after a storm.

**100% → DRY
100% → SALT
100% → EFFECTIVE**



How does your salt size up?

Salt sizing can significantly impact melting effectiveness. The particle size of salt products typically fall into three forms:

FINES



- Very small particles, similar to talcum powder in appearance
- Tend to melt ice quickly, but resulting liquid refreezes quickly
- As temperature drops or as snow dilutes product blows away with stormy wind

DriRox



- Around 1/8" in size – lasts longer on the road
- Yields larger holes in snow and ice
- Tend to last when temperature drops
- Balances benefits of boulders and fines
- Ideal for brining salt

BOULDERS



- Around 3/4" in size or larger
- Tend not to dissolve completely, not ideal for brine mixing
- Bounce and scatter often leads to losing larger salt granules



DriRox is screened to remove all fines and boulders, resulting in a uniform grain size that ensures a predictable, effective, long-lasting ice melting performance.



Discover how DriRox can better serve your winter maintenance program and your bottom line today.

For more information or to get a bid, call

800-693-3334



SALTWORX

IceKicker® High
Performance
Road Salt

Safety Data Sheet

Page 1/4

1. Product and Company Identification

Product Name	IceKicker® High Performance Road Salt
Company	SaltWorx LLC PO Box 628 Morgan, UT 84050
Product Information	(801) 791-3321
Emergency Contact	(801) 791-3321
Date Prepared	October 2015
Chemical Name(s)	Complex Chloride Blend (Sodium Chloride)
Suggested Use	High Performance Roadway Deicing Salt

2. Hazards Identification

Routes of Entry	Skin absorption, eye contact, inhalation, ingestion	
Potential Acute Health Effects	Eyes	Irritant after contact
	Skin	Irritant after contact
	Inhalation	Irritant after inhalation
	Ingestion	Irritant, potential gastrointestinal distress
Potential Chronic Health Effects	Carcinogenic Effects	Not classified or listed by IARC, NTP, OSHA
	Mutagenic Effects	Not Available
Medical Condition Effects	Prolonged exposure not known to aggravate medical conditions	

3. Composition/Information on Ingredients

Component	CAS #	% Component
Sodium Chloride	7647-14-5	93% - 96%
Proprietary Blend of Melting Power Enhancers	N/A	3% -5%
Water	7732-18-5	< 4.5%

4. First Aid Measures

Eye Contact	Flush with water for at least 15 minutes. Seek medical attention if irritation persists.
Skin Contact	Wash thoroughly with soap and water. Seek medical attention if irritation persists.
Inhalation	Move to fresh air. If not breathing, administer CPR. Seek medical attention if irritation persists.
Ingestion	Do not induce vomiting. Rinse mouth with water. Seek medical attention if irritation persists.

5. Fire Fighting Measures

Flash Point	Not Available
Flammable Limits	Not Available
Auto ignition Temperature	Not Available
Extinguishing Media	None Required. As required for surrounding materials.
Fire & Explosion Hazards	None
Special Fire Fighting Procedures	None
Fire Protective Clothing	Self-contained breathing apparatus (SCBA) and full turnout gear recommended

6. Accidental Release Measures

Small or Large Spill	Small or Large Spill Use rubber gloves and eye protection with appropriate tools to place spilled material into a suitable waste disposal container. Spread water on the contaminated surface and dispose of in a manner compliant with federal, state and local regulations.
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7. Handling and Storage

Handling	Provide adequate ventilation if dust is generated by equipment
Storage	Store in a dry location

8. Exposure Controls and Personal Protection

Engineering Controls	Provide adequate ventilation to reduce dust during handling.
Personal Protection	
Eyes	Safety glasses
Body	Not generally required.
Respiratory	Not generally required.

9. Physical and Chemical Properties

Physical State	White Crystalline Solid
Appearance	Blue
Odor	None
pH	6-8 (Neutral)
Solubility	90-99% in cold or hot water

10. Stability and Reactivity

Stability	Stable
Instability	None
Hazardous Decomposition	None
Incompatibility	Oxidizing agents, acids
Hazardous Polymerization	Will not occur

11. Toxicological Information

Toxicity to Animals	Not Determined
Chronic Effect to Humans	Not classified or listed by IARC, NTP, OSHA
Other Human Toxic Effects	Slight eye, skin, stomach and lung irritant

12. Ecological Information

Toxicological Information	None
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13. Disposal Consideration

Waste Disposal	Dispose of in accordance with all federal, state and local regulations.
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14. Transportation Information

DOT Classification	Not a United States DOT controlled material
US Federal Regulations	Not subject to reporting under SARA, Title III, Section 313
State Regulations	None
Canadian Regulations	Not controlled under WHMIS (Canada)

15. Regulatory Information

OSHA, Department of Transportation, EPA, SPSC – Not Regulated as Hazardous.

16. Other Information

Last Updated by SaltWorx on 10-15-2017

The information contained herein is accurate, to the best of our knowledge. However, SaltWorx nor any of its subsidiaries, suppliers or distributors assume any liabilities whatsoever for the completeness or accuracy of the data or the results of the use thereof.

Final determination as to the suitability for use is the sole responsibility of the user. No warranty of any type is expressed or implied.



SALTWORX

PRODUCT DATA SHEET

ICEKICKER® - High Performance Road Salt
SaltWorx LLC

DESCRIPTION:

ICEKICKER® High Performance De-Icing Salt is a coarse graded screened solar salt crystallized from brines from the Great Salt Lake in Utah. ICEKICKER has been pre-treated with a proprietary liquid enhancer for the control of ice and snow under challenging winter road maintenance conditions. ICEKICKER melts ice faster and at colder temperatures than typical road salts. ICEKICKER also meets the requirements of most Local and State public authorities.

Chemical Analysis:*

Components	Units	Typical	MIN / Max
Sodium Chloride	%	97	92.0 Min
CaCl(0.5%) MgCl(0.5%) KCl(0.5%)	%	1.5	
Moisture	%	3	5.0 Max
Water Insolubles	%	>.02	.05 Max

SIEVE ANALYSIS (SIZE):*

U.S.S. MESH	% Wt. Passing Min / Max Range Typical
1/2 Inches	100
3/8 Inches	90 - 100
# 4	75 - 100
# 8	20 - 60
# 16	15 - 45
# 50	0 - 10

* All of the above information and data are based on the best available chemical, analytical, and sieve information. Product data sheets will be updated as new information and data are collected

*October 15, 2017

Product Data Sheet



9900 West 109th Street – Suite 100
Overland Park, Kansas 66210
Phone 800-755-7258 Fax 800-359-7258

QWIKSALT

PRODUCTION LOCATION

Ogden, Utah

PRODUCT DESCRIPTION

Solar Salt produced by standard solar evaporation technology from the Great Salt Lake in Utah. The salt is washed for removal of impurities, dewatered, selectively screened to insure this special gradation of salt, admixed with magnesium chloride and sodium ferrocyanide, and quality control tested.

TYPICAL SCREEN ANALYSIS

Retained and Cumulative

U.S.S Mesh	Tyler Mesh	Open. (In.)	Ret. %	Range %	Cum. %	Range %
3	0.265	0.265	5.9	0-26	5.9	0-26
4	4	0.1870	12.5	0-29	18.4	0-53
8	8	0.0937	38.5	6-71	55.9	28-86
16	14	0.0469	28.8	0-62	85.7	67-100
30	28	0.0236	10.0	0-24	95.7	80-100
Pan	Pan		4.3	0-19	100.0	

Average Particle Size 0.108 inches (7.4 mesh)

PHYSICAL PROPERTIES

Bulk Density 72 lbs/cubic foot

Chemical Analysis		Typical	
Sodium Chloride (dry basis)	NaCl	(%)	99.91
Magnesium Chloride	MgCl ₂	(%)	0.60
Moisture		(%)	3.30
Water Insolubles		ppm	157

METHOD OF ANALYSIS

American Society for Testing and Materials Procedures E534 and D632. All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

Product Description and Codes	UPC code	Product Code
Bulk		85051

ADMIXTURE

Minimum 50 parts per million sodium ferrocyanide (YPS) added to prevent caking.

0.60 percent magnesium chloride is added as an anti-freezing agent.

June 2015

Product Data Sheet



9900 West 109th Street – Suite 100
Overland Park, Kansas 66210
Phone 800-755-7258 Fax 800-359-7258

DRIROX™ EXTRA COARSE SOLAR SALT

PRODUCTION LOCATION

Ogden, Utah

PRODUCT DESCRIPTION

Solar Salt produced by standard solar evaporation technology from the Great Salt Lake in Utah. The salt is washed for removal of impurities, kiln dried, selectively screened to insure this special gradation of salt, and quality control tested.

TYPICAL SCREEN ANALYSIS

Retained and Cumulative (99.7% Confidence)

U.S.S Mesh	Tyler Mesh	Open. (In.)	Ret. %	Range %	Cum. %	Range %
-	3	0.265	1.7	0 – 6	1.7	0 – 6
4	4	0.187	10.5	0 – 21	12.1	0 – 26
6	6	0.132	33.4	19 – 48	45.5	23 – 69
8	8	0.0937	43.2	29 – 58	88.7	75 – 100
12	10	0.0661	8.2	0 – 18	96.9	90 – 100
14	12	0.0555	1.6	0 – 7	98.4	95 – 100
Pan	Pan		1.6	0 – 5	100.0	

Average Particle Size 0.139 inches (5.75 mesh)

PHYSICAL PROPERTIES

Bulk Density 63 lbs/cubic foot

Chemical Analysis (99.7% Confidence)		Typical		Range
Sodium Chloride	NaCl	(%)	99.82	99.35 - 100.0
Calcium	Ca	ppm	155	0 – 838
Magnesium	Mg	ppm	249	0 – 984
Potassium	K	ppm	356	0 – 751
Sulfate	SO ₄	ppm	930	0 – 4028
Moisture		(%)	0.05	0.01 – 0.10
Water Insolubles		ppm	69	0 – 184

METHOD OF ANALYSIS

American Society for Testing and Materials Procedure E534. All other testing is from Compass Minerals' internal quality control procedures, which are available upon request.

Product Description and Codes	UPC code	Product Code
Bulk		85009

ADMIXTURE

No additives – Pure salt

June 2015

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

4/17/2024

Clerk's File #

OPR 2024-0319

Renews #**Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

STREETS

Project #**Contact Name/Phone**

CLINT HARRIS 625-7744

Bid #

ITB #6057-24

Contact E-Mail

CEHARRIS@SPOKANECITY.ORG

Requisition #

VB

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON KKLITZKE JBINGLE

Agenda Item Name

1100 - STREET DEPARTMENT MAGNESIUM INFUSED SALT

Agenda Wording

The Street Department is seeking approval to purchase Magnesium Infused Road Salt at a cost not to exceed \$100,000.00.

Summary (Background)

This infused salt, with a product name "road rage" was put out for bid (ITB #6057-24) and is awarded to Custom Salt Solutions. This product is used to address Winter roadway conditions. This material is used by the Street Department during the winter months to aid in road deicing

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 100,000.00

Current Year Cost \$ 100,000.00

Subsequent Year(s) Cost \$ N/A

Narrative

This product was put out for bid and the low bidder received the award.

Amount**Budget Account**

Expense \$ 100,000.00

1100-21800-42660-53210-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	HARRIS, CLINT E.
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Bryce Lund, bryce@customsaltsolutions.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	jdykes@spokanecity.org
jklapp@spokanecity.org	tprince@spokanecity.org
rrinderle@spokanecity.org	tbrazington@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	04/15/2024
Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org , 509-625-7744
Council Sponsor(s)	<u>Wilkerson, Bingle, Klitzke</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Street Department Magnesium Infused Salt
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is seeking approval to purchase Magnesium Infused Road Salt at a cost not to exceed \$100,000.00.</p> <p>This infused salt, with a product name “road rage” was put out for bid (ITB #6057-24) and is awarded to Custom Salt Solutions. This product is used to address Winter roadway conditions.</p> <p>This material is used by the Street Department during the winter months to aid in road deicing</p>
<p>Fiscal Impact \$100,000.00</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$100,000.00</u></p> <p> Current year cost: \$100,000.00</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This product was put out for bid and the low bidder received the award.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</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? N/A, this product is used city-wide based upon road conditions.	
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 product is used city-wide based upon road conditions.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Evaluation and consideration of this product and its appropriateness relative to other Winter Material products are constantly done during Winter months.

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 product supports safe movement along City roadways.

Bid Response Summary

Bid Number ITB 6057-24
Bid Title Snow and Ice Control Products
Due Date Monday, February 12, 2024 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding
Company Custom Salt Solutions
Submitted By Bryce Lund - Monday, February 12, 2024 9:55:41 AM [(UTC-08:00) Pacific Time (US & Canada)]
 bryce@customsaltsolutions.com 5094893100

Comments

Question Responses

Group	Reference Number	Question	Response
BACKGROUND			
	1	The City of Spokane Street Maintenance Division is responsible for cleaning, repairing and performing preventative maintenance on the 2,200 lane miles of paved streets and 61 lane miles of gravel streets. The Street Department operates 24 hours a day, seven days a week during the Winter Season and uses a considerable quantity of Ice/snow management material to ensure the safety of its roadway system during these busy and unpredictable months.	Yes
SUBMISSION OF BIDS			
	#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
	#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	I agree and I acknowledge
	#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	I agree and I acknowledge
INTERPRETATION			

#1	If the Bidder discovers any errors, discrepancies, or omissions in the Bid specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any addenda issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may make written request to Purchasing for withdrawal of a sealed Bid prior to the scheduled Bid opening. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the opening date.	I agree and I acknowledge
GRANT FUNDING		
#1	NO Grant money will be used – Department operating budget will be used.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a Bid	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
Until Further Notice	Any time in excess of ninety (90) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
PRODUCTS		
ROAD SALT - CORROSION INHIBITED SOLID SODIUM CHLORIDE - MODIFIED GRADATION (ICE SLICKER/KICKER)	Category 4B on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
ROAD SALT - STANDARD GRADATION, ROAD SALT	Category 8A-R on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID MAGNESIUM CHLORIDE	Category 1 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree

	BRINE SALT - LIQUID - CORROSION INHIBITED LIQUID CALCIUM CHLORIDE	Category 2 on the Clean Roads Qualified Products List (QPL) Attached in the Documents section of this project.	I understand and I agree
Contact Information:			
1		Please indicate the appropriate point of contact (including phone number and email) regarding this Bid and placement of orders if awarded. If these actions will not be managed by the same person, please explicitly specify all relevant contacts.	Bryce Lund - Owner 509-979-7296 Michelle Torrissi - Dispatch 509-489-3100
1.1		Person confirms Company will confirm compliance with all instructions, terms, and conditions of this Request for Bids, to furnish items at the prices stated	I agree and I acknowledge
2		How many Addenda do you acknowledge receipt of?	2
NON-COLLUSION			
#1		The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase, or reduce the prices or competition regarding the items covered by this Bid invitation.	Certifies No Agreement Has Been Entered
Delivery:			
1		Normal Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within three (3) Business Days ARO.	Yes
2		EMERGENCY Delivery: Supplier agrees to deliver product to the FOB Delivery Point in accordance with the following timeline: Delivery Within TWENTY-FOUR (24) Hours ARO.	Yes
3		These items will be purchases on an "As Needed" basis by the City of Spokane Street Department.	I acknowledge and I understand
4		F.O.B. Delivery Points for Liquid Delcer: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 4315 E Sprague Ave., Spokane WA ("Hobo" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I acknowledge and I understand

5	F.O.B. Delivery Points for Solid Products: 901 N Nelson St., Spokane WA (Street Department Building Site) 5200 N Florida St., Spokane WA ("Ranch" storage site) 7202 N Nine Mile Road (North Side Landfill storage site)	I understand and I agree
Term of Value Blanket Order:		
1	The Value Blanket Order resulting from this ITB will be for a five year period, beginning approximately March 1 2024, and terminate on February 29, 2029.	I acknowledge and I understand
Payment Terms:		
1	Payment shall be made via direct deposit/ACH (except as provided by state law) according to net30 terms after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	I acknowledge and I understand
Additional Items:		
1	The City of Spokane reserves the right to purchase additional quantities of these items at the quoted price. Supplier agrees to sell at the same price, terms, and conditions. If Yes, prices are good until further written notice.	Yes
Business Registration:		
1	Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the supplier 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.	I acknowledge and I understand

2	City of Spokane Business Registration Number:	604-54-2424
Special Instructions:		
1	Quantities shown are estimates only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process. Payment would only be made for actual orders placed, delivered, and accepted.	I acknowledge and I understand
2	Vendors found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I acknowledge and I understand
3	Brochures to be included with Bid Proposal forms if applicable.	I acknowledge and I understand
4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the bid in a manner that is most advantageous to the continued efficient operation of the RPWRF.	I acknowledge and I understand
5	The Vendor must have an adequate supply within a 25 mile distance, or 24-hour response/delivery of the City of Spokane.	I acknowledge and I understand
6	Federal and State laws governing this product must be satisfied.	I acknowledge and I understand
7	It shall be the Vendor's responsibility to conform to all Federal Standards for certification.	I acknowledge and I understand
8	SAFETY DATA SHEETS must be uploaded here for the product you are bidding on. Upload Here.	Road Rage SDS.pdf

9	<p>References are to be uploaded here. Bidder must furnish names, addresses, telephone numbers and e-mail addresses of representatives of at least three (3) companies/municipalities which have been continually using the product being bid for at least two years. If no references are completely applicable, provide two (2) references which most nearly apply. References must be located in similar climates.</p>	<p>Republic Service (NRC) - Road Rage Robert Keesee 21 N Julia Street Spokane, WA 99202 Jeff Main 509-590-5717 jmain@republicservices.com City of Chelan - Road Rage P.O. Box 1669 Chelan WA. 98816 Jackson -509-682-4575- jengstrom@cityofchelan.us Central Valley School District - Road Rage Greg Romey 509-217-5633 17515 E Apple way Ave Spokane Valley WA. 99016 gromey@cvsd.org City of Sandpoint Cheryl Hughes 1123 lake Street Sandpoint Id 83864 208-255-2657 chughes@sandpointidaho.gov</p>
10	<p>Successful bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement and if any issues arise regarding the product.</p>	<p>I agree and I acknowledge</p>
11	<p>If you took exception to any of the above, explain in detail.</p>	
<p>Technical Specifications:</p>		
1	<p>The following technical specifications are the minimum acceptable specifications and failure to comply may be used as a basis for rejection of the Bid.</p>	<p>I acknowledge and I understand</p>
2	<p>The products on this Invitation to bid must meet the minimum requirements as put forth on the Clean Roads Qualified Products List (QPL) document in the Documents section for this project in ProcureWare</p>	<p>I acknowledge and I understand</p>
3	<p>Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.</p>	<p>Product Data Sheet Standard Gradation Road Salt.pdf</p>
4	<p>State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product</p>	<p>Broken Arrow Inc. 2650 Ellerbeck Rd, Grantsville, UT 84074</p>
5	<p>If you took exception to any of the above, explain in detail.</p>	

Terms and Conditions:		
1	All freight charges shall be the responsibility of the winning supplier.	I agree and I acknowledge
2	The City reserves the right to accept or reject any variance from the noted specifications and to award this business in a manner that is most advantageous to the continued efficient operation of the City. This quote may be split and awarded to multiple suppliers.	I agree and I acknowledge
3	Delivery time shall be a consideration of awarding this business. Therefore, the City requires an ETA at time of bid.	I agree and I acknowledge
4	The respondent certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this invitation to bid.	I agree and I acknowledge
5	Bidders must provide a minimum of ninety (90) days for acceptance by the City from the bid due date.	I agree and I acknowledge
6	Supplier (____ IS) (____ IS NOT) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members." For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	Is Not
7	Supplier (____ IS) (____ IS NOT) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is
8	The items to be furnished by the Bidder on this Bid must be of the latest possible design and production.	I acknowledge and I understand

9	Suppliers found to have “overstated” the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	I agree and I acknowledge
10	Bid Errors: When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, Bidder will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of Bidder's bid.	I acknowledge and I understand
11	Rejection of Bids: The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in Bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	I acknowledge and I understand
12	AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results. The City reserves the right to award to more than one contract.	I acknowledge and I understand
13	ORGANIZATION Proposal of an () individual () partnership () corporation organized and existing under the Laws of the State of _____	Corporation State of Idaho/ Washington

14	<p>INTERLOCAL PURCHASE AGREEMENTS The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Vendor agrees to sell additional items at the Bid price, terms and conditions to the City of Spokane and other public agencies contingent upon the seller's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Bid Proposal shall apply in the case of a sale of additional items. Seller's right to refuse to sell additional items at the time of request shall be absolute.</p>	Yes
15	<p>Bidder accepts has read and acknowledges compliance with Terms and Conditions, located in "Documents Tab". If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.</p>	I agree and I acknowledge
<p>PROPRIETARY INFORMATION/PUBLIC DISCLOSURE</p>		
1	<p>All materials submitted to the City in response to this competitive procurement shall become the property of the City.</p>	I agree and I acknowledge
2	<p>All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.</p>	I agree and I acknowledge

3	<p>When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.</p>	I agree and I acknowledge
4	<p>The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.</p>	I agree and I acknowledge
INSURANCE		
1	<p>Awarded Supplier must provide Certificate of Insurance, at its own expense, prior to performing deliver for the below insurance coverage(s):</p>	I agree and I acknowledge
2	<p>a. Worker's Compensation Insurance in compliance with RCW 51.12.020 which requires subject employers to provide worker's compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.00.</p>	I agree and I acknowledge

3	<p>b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract; i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability Insurance policy must be a minimum of \$1,500,000.00 in order to meet the insurance coverages required under this Contract.</p>	I agree and I acknowledge
4	<p>c. Property Insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies or the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and</p>	I agree and I acknowledge
5	<p>d. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000.0 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.</p>	I agree and I acknowledge
6	<p>There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns the signed Contract. The certificate shall specify the City of Spokane as "additional insured", and all of the parties who are additional insured, as well as applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.</p>	I agree and I acknowledge
Evaluation of Quotes:		

1	<p>Evaluation of Quotes Shall be based upon the following criteria, where applicable: A. The price, including sales tax and the effect of discounts. Price may be determined by life cycle costing or total cost quoting, when advantageous to the Purchaser. B. The quality of the items quoted, their conformity to specifications and the purpose for which they are required. C. The Bidder's ability to provide prompt and efficient service and/or delivery. D. The character, integrity, reputation, judgment, experience and efficiency of the Bidder. E. The quality of performance of previous contracts or services. F. The previous and existing compliance by the Bidder with the laws relating to the contract or services. G. Uniformity or interchangeability. H. The energy efficiency of the product throughout its life. J. Any other information having a bearing on the decision to award the contract.</p>	I acknowledge and I understand
Polychlorinated Biphenyls (PCBs):		
1	<p>In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.</p>	Yes
1.1	<p>As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?</p>	Don't Know
1.2	<p>If so were PCBs found at a measurable level?</p>	Don't Know
1.3	<p>As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?</p>	Don't Know

1.4	If so attach the results or note from whom the results can be obtained.	
1.5	Do you have reason to believe the product contains measurable levels of PCBs?	No
1.6	Do you have reason to believe the product packaging contains measurable levels of PCBs?	No
PRICING		
1	FREIGHT TRANSPORTATION CHARGES will be the responsibility of the winning Vendor.	I agree and I acknowledge
2	Unit Price Per Ton is inclusive of all Freight Transport, Delivery, Handling, and Demurrage Charges. Invoices are to be billed by Ton.	I agree and I acknowledge
3	Does Vendor intend on charging a Tariff/Freight Surcharge per each delivery?	No
3.1	If intending on charging a Tariff/Freight Surcharge per delivery, state how surcharge is calculated, and provide a calculated example.	N/A
4	If intending on charging additional fees or cost for Emergency Deliveries, state fees or cost, and how fees or cost are calculated, and provide a calculated example.	Please see per ton charge for emergency deliveries on Pricing section. Minimum \$200.00 additional charge for emergency deliveries. Please ask for clarification if there are any questions. Thank you!
5	Sales Tax: The City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should -not- be included in bidder's unit pricing. All submissions shall be tabulated by the City who with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
6	The Vendor's prices shall be firm throughout the first year of the contract period.	I agree and I acknowledge
6.1	Bidder has entered Pricing on the Pricing Tab. Unit Pricing Did Not Include Tax.	I agree and I acknowledge
7	PRICING ADJUSTMENTS: Pricing can be requested on the anniversary of the award with justification.	I agree and I acknowledge

Annual 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.

1	Road Salt- Corrosion Inhibited Solid Sodium Chloride - Modified Gradation (Ice Slicker/Kicker)	Base	Per Ton	350.00			
2	Road Salt - Standard Gradation, Road Salt	Base	Per Ton	2,000.00	\$189.51	\$379,020.00	8A-R Standard gradation coarse kiln dried
3	Brine Salt - Liquid - Corrosion Inhibited Liquid Magnesium Chloride	Base	Per Ton	6,500.00			
4	Brine Salt - Liquid - Corrosion Inhibited Liquid Calcium Chloride	Base	Per Ton	6,500.00			
5	Road Rage	Base	Per Ton	2,000.00	\$153.68	\$307,360.00	

6	White Salt	Base	Per Ton	2,000.00	\$189.51	\$379,020.00	8A-B Standard Gradation Coarse Kiln Dried
EMERGENCY DELIVERY							
EMERGENCY DELIVERY	Additional Freight Cost per GALLON for Emergency Deliveries ONLY. Cost Should Not Include Tax. - This would be for any of the above referenced products	Base	Per Ton	1.00	\$10.00	\$10.00	Cost per "Gallon is listed in description, but per ton on the UOM. This rate would be \$10.00/ton of granular product for emergency loads
Total Base Bid	\$1,065,410.00						



Safety Data Sheet

1 – Product and Company Identification

Trade Name:	Road Rage
Synonyms:	sodium chloride, magnesium chloride granular
Product use:	Anti-ice, de-ice, ice melter
Restrictions:	None known
Manufacturer:	Custom Salt Solutions LLC
Contact Address:	900 N Nelson St Ste B Spokane, WA 99202
Telephone Number:	888.489.3101 509.489.3100
Website:	www.customsaltsolutions.com
Emergency Telephone Number (Cemtrec):	800.424.9300

2 – Hazard Identification

Classification:	Serious eye damage/eye irritation – Category 2A
Signal Word:	WARNING
Hazard Statement:	H319: Causes serious eye irritation
Pictogram:	



Precautionary Statements

Response:	P305+P351+P338: IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. P337+P313: if eye irritation persists: Get medical attention.
Prevention:	P280: Wear eye or face protection. P264: Wash hands thoroughly after handling.



Storage: N/A
Disposal: N/A

3 – Composition/Information on Ingredients

Chemical Name:	CAS. Reg. No.	Weight %
Sodium Chloride	007647-14-5	97%
Calcium Chloride	10043-52-4	0.2%
Potassium Chloride	7447-40-7	0.2%
Magnesium Chloride	7786-30-3	3%
Water Insolubles		0.02%

4 – First Aid

Eyes: Promptly flood with water and continue washing for at least 15 minutes. Consult an ophthalmologist.

Inhalation: Move to fresh air; if breathing is difficult or discomfort persists, GET MEDICAL ATTENTIONS.

Ingestion: If swallowed will cause nausea and vomiting. If victim is conscious, have victim drink water. If victim is unconscious or having convulsions, do nothing except keep victim warm and GET THEM MEDICAL ATTENTION.

Skin: If necessary, remove contaminated clothing and shoes. Flush affected areas with plenty of water for at least 15 minutes.

5 – Fire Fighting Measures

Extinguishing: This product is non-flammable

Exposer Hazards: Avoid breathing corrosive vapors; keep upwind. Dike area to prevent runoff and contamination of water sources

Protective Equipment for Fire Fighting: Self-contained breathing apparatus (SCBA) and full protective gear

Fire Fighting Procedures: N/A

NFPA Rating: Health – 0



Flammability - 0

Instability - 0

0=Insignificant 1=Slight 2=Moderate 3=High 4=Extreme

Uniform Fire Code Rating: N/A

6 - Accidental Release Measures

Personal Precautions: Keep authorized personal from entering the area. Spilled material may cause a dust hazard. Wear personal protective equipment as described in section 8.

Emergency Procedures: Isolate area.

Methods of Containment and Clean-up: Sweep up material and collect in a suitable container for disposal. Flush area with water.

7 - Handling and Storage

Safe Handling: Store at ambient temperature. Eye wash and safety shower should be provided within the immediate work area for emergency use. Launder contaminated clothing before re-use. Prevent possible eye and skin contact by wearing protective clothing and equipment.

Storage: Protect from atmospheric moisture.

Work/Hygienic Practices: Avoid contact with eye, skin, and mucous membranes. Wash hands thoroughly with soap and water before eating, drinking, smoking or using toilet facilities. Do NOT place food, coffee or other drinks in the area where dusting or splashing of solutions is possible.

Ventilation: Use local exhaust in enclosed areas. Natural ventilation for outdoor areas.

8 - Exposure Control/Personal Protection

Respiratory Protection: N/A



Ventilation:	Use local exhaust in enclosed area. Use natural ventilation for outdoor areas.
Protective Clothing:	Use impervious clothing, rubber gloves, and rubber boots.
Eye Protection:	Use splash-proof safety goggles and splash shields where there is any possibility of calcium chloride contacting the eyes.
Other Protective Clothing or Equipment:	N/A
Work/Hygienic Practices:	Avoid contact with eyes, skin, and mucous membranes. Wash hands thoroughly with soap and water before eating, drinking, smoking or using toilet facilities. DO NOT place food, or drink in areas where dusting or splashing of solution is possible.

9 – Physical and Chemical Properties

Appearance: White crystalline	Odor: None
Odor Threshold: N/A	pH: N/A
Melting Point/Freeze Point: N/A	Initial Boiling Point: N/A
Flash Point: N/A	Evaporation Rate: N/A
Flammability: N/A	Lower/Upper Explosive Limit: N/A
Pressure: N/A	Vapor Density: N/A
Relative Density: N/A	Solubility in Water: 99%
Partition Coefficient: N/A	Autoignition Temperature: Non-Flammable
Decomposition Temperature: N/A	Viscosity: N/A
% Volatiles: N/A	Specific Gravity: N/A
Molecular Weight: 58.443	VOC: N/A

10 – Stability and Reactivity

Reactivity:	Low reactivity
Chemical Stability:	Stable
Possibility of Hazardous:	Hazardous polymerization will not occur
Reactions Or Polymerizations:	N/A
Conditions to Avoid:	N/A



Incompatible Materials: Metals will slowly corrode in aqueous solution. Keep away from galvanized iron, aluminum, and tin. Concentrated acids, Boric acid, nitric acid and calcium oxide are incompatible.

Hazardous Decomposition Products: If the liquid completely dries from fire, thermal decomposition products may include toxic and corrosive fumes of chlorine and hydrogen chloride. Product may react with some metals (aluminum, zinc, tin, etc.) to release flammable hydrogen gas.

11 – Toxicological Information

Acute and Chronic Effect: See Section 4

Routes of Exposure

Ingestion: Yes
Inhalation: Yes
Skin: Yes
Eyes: Yes

Symptoms related to Physical, Chemical & Toxicological Characteristics: N/A

Numerical Measures of Toxicity: Toxicity Data

LD50: 1000 mg/kg, oral, rat

Moderately toxic by ingestion, slightly toxic by dermal absorption.

Chronic Toxicity: N/A

Carcinogenicity:

Product Name: SO-CAL					
ACGIH	IARC	EPA	NIOSH	NTP	OSHA
No	No	No	No	No	No

12 – Ecological Information

Ecotoxicology: N/A



Persistence and Degradability: N/A

Bioaccumulative Potential:

Product/Ingredient	Log _{pow}	BCF	Potential
-	-	-	-

Mobility in Soil: N/A

13 - Disposal Consideration

Disposal of Container: Dispose of in accordance with local, state, and federal regulations.

14 - Transport Information

This product is not regulated as a hazardous material, substance or dangerous good.

15 - Regulatory Information

SARA 302 Extremely Hazardous Substance (EHS): No chemical in this product is listed as an Extremely Hazardous Substance (EHS) under Section 302 of EPCRA.

SARA 304 Extremely Hazardous Substance (EHS) Release Notification: No chemical in this product is listed as an Extremely Hazardous Substance (EHS) which, if released to the environment in quantities at or above the substance's Reportable Quantity (RQ), would require reporting to the SERC and LEPC under Section 304 of EPCRA.

SARA 311/312 Hazards:

SARA 311/312 Hazards				
Acute	Chronic	Flammability	Pressure	Reactivity
No	No	No	No	No

SARA 313 Reportable No chemical in this product is subject to annual **Chemicals:** emissions, transfers, or waste management reporting under the Community-Right-to-Know provisions of EPCRA Section 313, also known as the Toxic Release Inventory (TRI) Report or Form R.

CERCLA Hazardous Substance: No chemical in this product is listed as a CERCLA hazardous substance subject to the National Response



Center (NRC) release reporting requirements.

**Clean Air Act (CAA)
Section 112(r) Air**

No chemical in this product is listed as an air pollutant under the U.S. Clean Air Act, Section 112(r)(40 CFR 61).

**California Prop 65
Chemicals:**

This product does not contain any chemical known to the state of California to cause cancer and birth defects or other reproductive harm.

Hazard Label Warning:

This product does not require hazard label warning.

**TSCA (Toxic Substance
Control Act):**

All chemicals substance in this product are listed on the U.S. TSCA Inventory List.

Acronyms:

CAS # - Chemical Abstract Service Registry Number

CERCLA - Comprehensive Environmental Response, Compensation, And Liability Act

EPCRA - Emergency Planning and Community Right-to-Know-Act

LEPC - Local Emergency Planning Committee

SERC - State Emergency Response Commission

16 - Other information

Revision Date: 10/18/2018

Supersedes: 12/02/2016

First Issued: 10/03/2014

Chemical Family/Type: Inorganic Salt

**Section(s) Changed Since
Last Revision:** Spelling corrections and paragraph orientation

IMPORTANT! Read this SDS before use or disposal of this product. Pass along the information to employees and any other persons who could be exposed to the product to be sure that they are aware of the information before use or other exposure. This SDS has been prepared accordance with the Globally Harmonized System of Chemical and Labeling of Chemicals (GHS) Fifth Edition and the OSHA Hazard Communication Standard [29 CFR 1910.1200]. The SDS information is based on sources believed to be reliable. Available data, safety standards, and government regulations are subject to change and the conditions of handling and use, or misuse are beyond our control; **Custom Salt Solutions LLC** makes no warranty, either expressed or implied, with respect to completeness or continuing accuracy of the information contained herein and disclaims all liability for reliance thereon. Additional information may be necessary or helpful for specific conditions and circumstances of use. It is the user's responsibility to determine the suitability of this product and to evaluate risks and exercise appropriate precautions for protection of employees and others prior to use.



PRODUCT DATA SHEET

KD Coarse

BROKEN ARROW INC.
SALT DIVISION 801.355.0527

DESCRIPTION:

BROKEN ARROW SOLAR SALT is harvested, dried and screened.

The Product is a solar salt that is white crystalline sodium chloride, crystallized from brines from the Great Salt Lake in Utah.

Chemical Analysis:*

Sodium Chloride	98.0%
Calcium Chloride	0.6%
Potassium Chloride	0.2%
Magnesium Chloride	0.4%
Sulfate	0.7%

SIEVE ANALYSIS (SIZE):*

U.S.S. MESH	% Wt. Passing	Min / Max
	Range	Typical
Pass 1/4	100%	
Pass 4	70 - 90%	
Pass 5	15 - 70%	
Pass 8	5 - 15%	
Pass 10	0 - 5%	

Bulk Density: Pounds per Cubic Foot 60 - 65

Product Location: Broken Arrow Flux Salt Plant, Grantsville, Utah

* All of the above information and data are based on the best available chemical analytical and sieve info. product data sheets will be updated as new information and data are collected
lg 9-12-18

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

4/17/2024

Clerk's File #

OPR 2024-0320

Renews #**Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

STREETS

Project #**Contact Name/Phone**

CLINT HARRIS 625-7744

Bid #

TB #6057-24

Contact E-Mail

CEHARRIS@SPOKANECITY.ORG

Requisition #

VB

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON KKLITZKE JBINGLE

Agenda Item Name

1100 - STREET DEPARTMENT ROAD SALT

Agenda Wording

The Street Department is seeking approval to purchase Road Salt at a cost not to exceed \$140,000.00.

Summary (Background)

Road Salt was put out for bid (ITB #6057-24) and is awarded to Salt Distributors Inc. (OPR 2024-0320) and Custom Salt Solutions (OPR 2024-0321). This product is used to address Winter roadway conditions. This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 140,000.00

Current Year Cost \$ 140,000.00

Subsequent Year(s) Cost \$ N/A

Narrative

This product was put out for bid and the two low bidders received the award. Priority will be given to utilize the lower of the two bidders, with the other available as a backup option.

Amount**Budget Account**

Expense \$ 140,000.00

1100-21800-42660-53210-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	HARRIS, CLINT E.
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Nic Binczewski , sales@saltdistributorsinc.com	Bryce Lund, bryce@customsaltsolutions.com
ceharris@spokanecity.org	jwtomas@spokanecity.org
jdykes@spokanecity.org	jklapp@spokanecity.org
tprince@spokanecity.org	rrinderle@spokanecity.org
tbrazington@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	04/15/2024
Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org , 509-625-7744
Council Sponsor(s)	<u>Wilkerson, Bingle, Klitzke</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Street Department Road Salt
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is seeking approval to purchase Road Salt at a cost not to exceed \$140,000.00.</p> <p>Road Salt was put out for bid (ITB #6057-24) and is awarded to Salt Distributors Inc. and Custom Salt Solutions. This product is used to address Winter roadway conditions.</p> <p>This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes.</p>
<p>Fiscal Impact \$140,000.00</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$140,000.00</u></p> <p> Current year cost: \$140,000.00</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This product was put out for bid and the two low bidders received the award.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</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? N/A, this product is used city-wide based upon road conditions.	
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 product is used city-wide based upon road conditions.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Evaluation and consideration of this product and its appropriateness relative to other Winter Material products are constantly done during Winter months.

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 product supports safe movement along City roadways.

To view the RFP response from Salt Distributors, Inc., see pages [90-128](#) of this packet.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

4/17/2024

Clerk's File #

OPR 2024-0321

Renews #**Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

STREETS

Project #**Contact Name/Phone**

CLINT HARRIS 625-7744

Bid #

TB #6057-24

Contact E-Mail

CEHARRIS@SPOKANECITY.ORG

Requisition #

VB

Agenda Item Type

Purchase w/o Contract

Council Sponsor(s)

BWILKERSON KKLITZKE JBINGLE

Agenda Item Name

1100 - STREET DEPARTMENT ROAD SALT

Agenda Wording

The Street Department is seeking approval to purchase Road Salt at a cost not to exceed \$140,000.00.

Summary (Background)

Road Salt was put out for bid (ITB #6057-24) and is awarded to Salt Distributors Inc. (OPR 2024-0320) and Custom Salt Solutions (OPR 2024-0321). This product is used to address Winter roadway conditions. This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 140,000.00

Current Year Cost \$ 140,000.00

Subsequent Year(s) Cost \$ N/A

Narrative

This product was put out for bid and the two low bidders received the award. Priority will be given to utilize the lower of the two bidders, with the other available as a backup option.

Amount**Budget Account**

Expense \$ 140,000.00

1100-21800-42660-53210-99999

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	HARRIS, CLINT E.
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Nic Binczewski , sales@saltdistributorsinc.com	Bryce Lund, bryce@customsaltsolutions.com
ceharris@spokanecity.org	jwtomas@spokanecity.org
jdykes@spokanecity.org	jklapp@spokanecity.org
tprince@spokanecity.org	rrinderle@spokanecity.org
tbrazington@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	04/15/2024
Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org , 509-625-7744
Council Sponsor(s)	<u>Wilkerson, Bingle, Klitzke</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Street Department Road Salt
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is seeking approval to purchase Road Salt at a cost not to exceed \$140,000.00.</p> <p>Road Salt was put out for bid (ITB #6057-24) and is awarded to Salt Distributors Inc. and Custom Salt Solutions. This product is used to address Winter roadway conditions.</p> <p>This material is used by the street department during the winter months to aid in snow and ice removal. It is primarily mixed with sand and used on sanding routes.</p>
<p>Fiscal Impact \$140,000.00</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$140,000.00</u></p> <p> Current year cost: \$140,000.00</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>This product was put out for bid and the two low bidders received the award.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Yes</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</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? N/A, this product is used city-wide based upon road conditions.	
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 product is used city-wide based upon road conditions.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Evaluation and consideration of this product and its appropriateness relative to other Winter Material products are constantly done during Winter months.

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 product supports safe movement along City roadways.

To view the RFP response from Custom Salt Solutions, see pages [133-156](#) of this packet.



Agenda Sheet for City Council:

Committee: PIES **Date:** 04/15/2024

Committee Agenda type: Consent

Date Rec'd 4/17/2024

Clerk's File # OPR 2020-0731

Renews #

Cross Ref #

Council Meeting Date: 04/29/2024

Submitting Dept	STREETS	Project #	
------------------------	---------	------------------	--

Contact Name/Phone	CLINT HARRIS 625-7744	Bid #	RFP 5318-20
---------------------------	-----------------------	--------------	-------------

Contact E-Mail	CEHARRIS@SPOKANECITY.ORG	Requisition #	CR26214
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	BWILKERSON KKLITZKE JBINGLE		
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Agenda Item Name	1100 - AUTOMATED PAVEMENT ASSESSMENT AND SIDEWALK INFILL		
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Agenda Wording

The Street Department is requesting approval for a renewal of a contract with Transmap to collect automated pavement assessment data.

Summary (Background)

The pavement assessment data collection service is at a cost of \$144,295.70. The original contract was awarded via Request for Quotes in 2020 and this is the final renewal option. This work provides consistent and accurate data regarding road surface quality.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 144,295.70
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Current Year Cost	\$ 144,295.70
-------------------	---------------

Subsequent Year(s) Cost	\$ N/A
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Narrative

Following the collection of this data, the Street Department incorporates the road condition data into road maintenance plans for coming years.

Amount

Budget Account

Expense	\$ 144,295.70	# 110-21700-42300-54101-99999
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	HARRIS, CLINT E.
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>PURCHASING</u>	PRINCE, THEA

Distribution List

Craig Schorling, cschorling@transmap.com	ceharris@spokanecity.org
jwthomas@spokanecity.org	ccafaro@spokanecity.org
jklapp@spokanecity.org	rrinderle@spokanecity.org
tprince@spokanecity.org	tbrazington@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	04/15/2024
Submitting Department	Streets
Contact Name	Clint Harris
Contact Email & Phone	ceharris@spokanecity.org , 509-625-7744
Council Sponsor(s)	<u>Wilkerson, Bingle, Klitzke</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1100 – Transmap Pavement Assessment
Proposed Council Action	<input type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>The Street Department is requesting approval for a renewal of a contract with Transmap to collect automated pavement assessment and sidewalk infill data.</p> <p>This renewal is at a cost of \$144,295.70</p> <p>Transmap’s original contract award via RFQ occurred in 2020 and this extension will provide further continuity of data regarding road surface quality.</p>
<p>Fiscal Impact \$144,295.70</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$144,295.70</u></p> <p> Current year cost: \$144,295.70</p> <p> Subsequent year(s) cost: N/A</p> <p>Narrative: <u>Following the collection of this data, the Street Department incorporates the road condition data into road maintenance plans for coming years.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Funding is from Street Dept. Budget</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why) The data collected from this work informs the operational priorities for Street Maintenance Operations.</p>	
<p>What impacts would the proposal have on historically excluded communities?N/A</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</p>	

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



City of Spokane
CONTRACT RENEWAL
Title: AUTOMATED PAVEMENT CONDITION SURVEY - ARTERIAL DATA COLLECTION

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TRANSMAP CORPORATION**, whose address is 5030 Transamerica Drive, Columbus, Ohio 43228 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to perform Automated Pavement Condition Survey: Arterial Data Collection for the City; and

WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the last of those renewals.

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

1. CONTRACT DOCUMENTS.

The original Contract, dated October 19, 2020, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on March 1, 2024 and shall end February 28, 2025

3. COMPENSATION.

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED FORTY-FOUR THOUSAND TWO HUNDRED NINETY-FIVE AND 70/100 (\$144,295.70)**, excluding applicable tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

4. 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.

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 Renewal by having legally-binding representatives affix their signatures below.

TRANSMAP CORPORATION

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Attachment A - Certificate of Debarment

24-044

ATTACHMENT 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)



Agenda Sheet for City Council:

Committee: PIES **Date:** 04/15/2024

Committee Agenda type: Consent

Date Rec'd 4/17/2024

Clerk's File # OPR 2022-0627

Renews #

Cross Ref #

Council Meeting Date: 04/29/2024

Submitting Dept	ENGINEERING SERVICES	Project #	2022086
------------------------	----------------------	------------------	---------

Contact Name/Phone	DAN BULLER 625-6391	Bid #	
---------------------------	---------------------	--------------	--

Contact E-Mail	DBULLER@SPOKANECITY.ORG	Requisition #	
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Agenda Item Type	Contract Item		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
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Agenda Item Name	0370 - STRUCTURAL ENGINEERING ON-CALL CONTRACT INCREASE - LSB		
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Agenda Wording

Contract amendment with LSB Consulting Engineers, PLLC (Spokane, WA) to increase contract cost for structural engineering on-call services through 12/31/2024 - additional \$500,000.00. Total contract cost \$1,000,000.00.

Summary (Background)

The agreement for structural engineering services is for a period of two years, with a one year option to extend. The original contract amount of \$500,000.00 has nearly been exhausted, therefore Engineering Services requests an additional \$500,000.00 for a new contract total of \$1,000,000.00.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost	\$ 500,000.00
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Current Year Cost	\$ 250,000.00
-------------------	---------------

Subsequent Year(s) Cost	\$ 250,000.00
-------------------------	---------------

Narrative

Amount

Budget Account

Expense	\$ 500,000.00	# VARIOUS
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

BULLER, DAN

Division Director

FEIST, MARLENE

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

David Linke linke@lsbengineers.com

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

dbuller@spokanecity.org

jradams@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	4-15-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Additional funds for structural engineering on-call contract with LSB
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> • Engineering Services has “on-call” contracts with various consultants for specialized engineering or related services (structural engineering, geotech engineering, historic resources, electrical engineering, real estate acquisition, landscape architect, surveying, general civil design and construction management) associated with the City’s public works projects. These firms are selected based on qualifications as required by RCW 39. These agreements typically last from 2-3 years. • The City’s contract with LSB Consulting Engineers, the City’s structural engineering consultant, for the original amount of \$500,000 is nearly out of funds due in part to a couple of projects costing about \$200,000 each and so Engineering Services will be requesting an additional \$500,000. • This contract expires on 12-31-24 and has an optional 1 year extension. • Funds expended under this contract are reimbursed by the public works contract for which the consultant is hired, generally state or federal loans/grants.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$500,000</u></p> <p style="padding-left: 20px;">Current year cost: \$250,000</p> <p style="padding-left: 20px;">Subsequent year(s) cost: \$250,000</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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.

- 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?

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



CITY OF SPOKANE
CONTRACT AMENDMENT
**Title: ON-CALL 2022-2024 STRUCTURAL
ENGINEERING FOR NON-FEDERAL AID PROJECTS**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **LSB CONSULTING ENGINEERS, PLLC**, whose address is 523 East 3rd Avenue, Spokane, Washington 99202 as (“Consultant”), individually hereafter referenced as a “Party”, and together as the “Parties”.

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide On-Call 2022-2024 Structural Engineering for Non-Federal Aid Projects for the City; and

WHEREAS, additional funds are required, thus the original Contract needs to be formally Amended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated September 19, 2022 and September 21, 2022, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on May 1, 2024, and shall end December 31, 2024.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

LSB CONSULTING ENGINEERS, PLLC

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

24-051

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

4/17/2024

Clerk's File #

OPR 2024-0322

Renews #**Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

ENGINEERING SERVICES

Project #

2023106

Contact Name/Phone

DAN BULLER 625-6391

Bid #**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

Requisition #

CR26150

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

0370 - FISH LAKE TRAIL PHASE 1 DESIGN (2023106) - PARAMETRIX

Agenda Wording

Consultant agreement for the design of Fish Lake Trail Connection Phase 1 with Parametrix (Spokane, WA) for \$353,358.00 plus 10% administrative reserve.

Summary (Background)

The city has received grant funding for the design of the Fish Lake Trail Connection. Because of the high number of projects relative to staffing levels, Engineering Services seeks to hire a consultant to design this project. Total contract amount is \$353,358.00 plus \$35,335.80 administrative reserve. Parametrix was chosen via RFQu process.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost

\$ 388,693.80

Current Year Cost

\$

Subsequent Year(s) Cost

\$

Narrative**Amount****Budget Account**

Expense

\$ 388,693.80

3200-95164-95100-56501-86135

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	BULLER, DAN
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Roger Flint rflint@parametrix.com	eraea@spokanecity.org
publicworksaccounting@spokanecity.org	dbuller@spokanecity.org
jradams@spokanecity.org	khanley@parametrix.com

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	4-15-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Fish Lake Trail Phase 1 Design
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> The City has received grant funding for construction of Fish Lake Trail connecting the existing Fish Lake Trail at approximately Sunset Blvd & Gov't Way to the Centennial Trail where indicated on the attached exhibit. Due staffing limitations, Engineering Services advertised a request for qualifications (RFQ) for the design of this project in accordance with RCW 39 and Parametrix was selected as the firm best suited to design phase 1 of this project. See attached exhibit for location of both phase 1 and phase 2 of the project. Construction of phase 1 of the project is slated for 2025 and phase 2 in either 2025 or 2026. This briefing paper pertains to the proposed design contract with Parametrix. This project (design & construction) will be paid with approximately 60% grant funding, 35% arterial street funding with the remaining 5% impact fees.
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$353,358</u> Current year cost: \$275,000 Subsequent year(s) cost: \$78,358 Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text. Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> 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.

- 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?

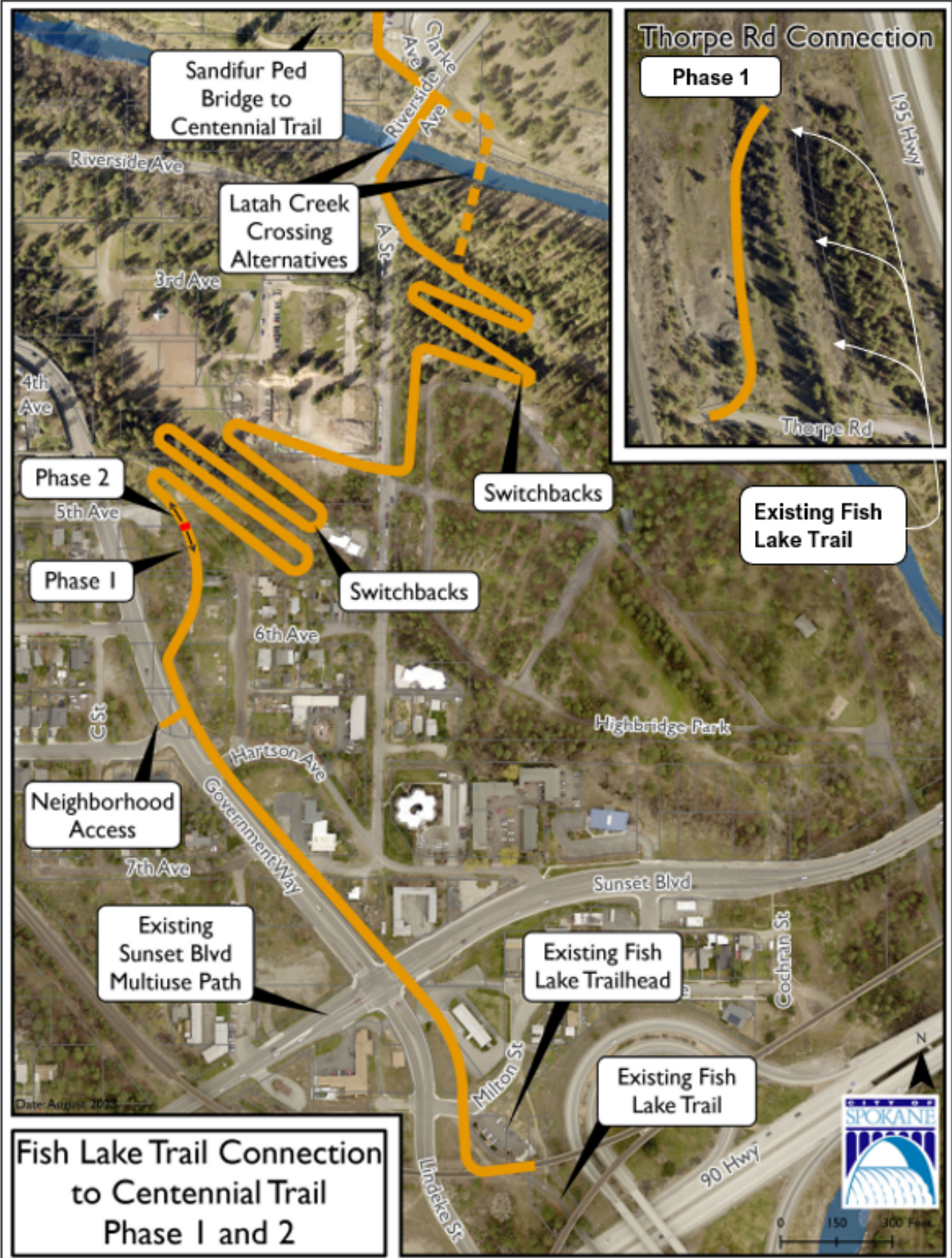
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



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

Agreement Number: LA 10649

OPR 2024-0322

Firm/Organization Legal Name (do not use dba's): Parametrix, Inc.	
Address 835 North Post St., Suite 201, Spokane, WA. 99201	Federal Aid Number TAPUL-1220(044)
UBI Number 600-135-349	Federal TIN 91-0914810
Execution Date	Completion Date 12/31/2025
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Fish Lake Trail Connection to Centennial Trail Phase 1 - 2023106	
Description of Work This project is to produce a biddable set of documents which will include the trail alignment from the existing Milton Street trailhead east along Government Way to to approximately 5th/Government Way, near the upper entrance to High Bridge Dog Park. This phase also includes a trail connection down to Thorpe Road and improving the non-motorized facilities through the tunnel under the BNSF line. The biddable set of documents will follow current State, Federal and City standards.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: 353,358.00	

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

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

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

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

If to AGENCY:

Name: Mark Serbousek
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd
City: Spokane State: WA Zip: 99201
Email: mmserbousek@spokanecity.org
Phone: (509) 625-6154
Facsimile:

If to CONSULTANT:

Name: KJ Hanley
Agency: Parametrix, Inc.
Address: 835 North Post St., Suite 201
City: Spokane State: WA Zip: 99201
Email: khanley@parametrix.com
Phone: (509) 381-6166
Facsimile:

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

Agreement Number:

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VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: Engineering Services
Agency: City of Spokane
Address: 808 W. Spokane Falls Blvd
City: Spokane State: WA Zip: 99201
Email: eraea@spokanecity.org
Phone: (509) 625-6700
Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A
Scope of Work

Project No. TAPUL-1220 (044)

"See Attached"

LA 10649

Exhibit A Scope of Work

Project: Fish Lake Trail – Phase 1
Final Design and Bidding
Owner: City of Spokane Project No. 2023106
Consultant: Parametrix Inc.

General Description

The Owner’s objective in this Agreement is for the Consultant to provide design services and bidding assistance for a 12’ wide shared-use trail from Fish Lake Trailhead to the end of the phase 1 limits near the intersection of 5th Ave and Government Way. The project will include ADA curb ramp retrofits, marked crosswalks, audible pedestrian signals, tunnel signalization modifications at W Thorpe Road just east of W Westwood Lane, and a connection to Fish Lake Trail North of W Thorpe Road.

The City has completed a topographic survey of the project area and will provide this information to the Consultant. Consultant will prepare plans and specifications necessary to bid the project, with direction, review, and support provided by the City. The Consultant will hold public meetings during the early design process to allow for public comment and input. The Contract plans and provisions (bid package) will be prepared in conformance with local and state/federal requirements for public works projects.

Schedule

Below is a summary of the anticipated project design schedule:

Permitting, Public Involvement and Coordination (16 week Duration)	April 1, 2024 - July 22, 2024
60% Design Submittal (10 Week Duration)	September 30, 2024
90% Design Submittal (8 Week Duration)	November 25, 2024
100% Design Submittal (9 Week Duration)	January 27, 2025
Advertisement (3 Week Duration)	February 17, 2025
Bid Opening	February 18, 2025

The above schedule is based on an anticipated Notice to Proceed date on or before March 1, 2024, and City of Spokane submittal review time of approximately 2 weeks for the 60% design submittal and 4 weeks for the City and WSDOT review of the 90% Design Submittal. If the Notice to Proceed is received after March 1, 2024, the design schedule may need to shift accordingly. The Consultant will keep the City informed of issues that could impact the schedule. The schedule also assumes no additional time required for property acquisition or permitting delays.

Project Scope

The Consultant shall provide the following services for the Fish Lake Trail – Phase 1 project:

1. PERMITTING, PUBLIC INVOLVEMENT AND COORDINATION

- 1.1 Review and Prepare Base Map:** A surveying consultant to The City of Spokane has conducted a topographic field survey of the existing roadway and adjacent improvements and has prepared a background survey basemap. The City will provide those data files and survey basemap to the Consultant in AutoCAD “.dwg” format. It is assumed that the City’s consultant’s survey work has been conducted with the standard degree of skill and diligence normally performed for similar projects at the time said services were performed, including:
- a. Field locates of all monumentation;
 - b. Initial right-of-way mapping summarizing research of Records of Survey and plats in the area, and based on found monuments;
 - c. Vertical control based on NAVD 88 datum;
 - d. Temporary benchmarks/control points set every 400 to 600 LF.
 - e. Field surveying of pertinent ground features, and
 - f. Preparation of electronic AutoCAD transferable data.

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

- 1.2 Project Kick-Off/Coordination Meeting:** A project “kick-off/coordination” meeting will be held with the Consultant and the City to discuss the project scope and objectives and required coordination efforts between Parametrix and City staff. This kickoff meeting will be held virtually and a secondary in person meeting will be held on site at a separate time to walk the project route and discuss key project components. The in-person meeting will be attended by those local to the area plus the lead trail designer, and the lead electrical designer.

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

1.3.1 Existing Utilities: The City will provide the available existing utility information from the surveyors. The reviewed and collected utility data will be verified and incorporate into the base map.

1.3.2 Plat Maps, Records of Survey and ROW verification: Consultant will collect record plat and survey maps adjacent to the project; review the maps and incorporate relevant discovered data into the base map. Consultant will also verify City provided ROW and make updates as necessary.

1.3.3 Geotechnical Investigation: Consultant will coordinate with selected teaming partner Budinger and Associates for the preparation of a geotechnical report which provides recommendations on pavement design, infiltration rates, and soil structural characteristics for pole foundations and retaining walls as required. Consultant will provide completed geotechnical report to the City for review and record keeping. See attached Scope and Fee from Budinger and Associates.

- 1.4 Right-of-Way Acquisition Support (Optional):** If a right of way or easement need is confirmed, and the extent and type of right of way is identified, Consultant shall perform records research and field survey to determine the existing right of way and parcels lines.

Consultant shall prepare a clear, simple exhibit map showing the property the City would like to acquire for use in negotiations with the Owner. Upon successful conclusion of negotiations, Consultant shall provide a legal description and finalize the exhibit map (we have assumed this will require up to 4 title reports, legal descriptions and exhibit maps). The City will then use the prepared information in conjunction with their on-call ROW consultant to prepare the ROW acquisition.

1.5 Updated Design Layout: Based on the work performed in Tasks 1.1 – 1.4, the previously prepared 30% design (by others) and the current project charter; the consultant will prepare preliminary design exhibits depicting the proposed horizontal design layout and project limits. These exhibits will also involve some preliminary layout for the phase 2 connection to establish line and grade. The design exhibits will be forwarded to the City for review and comments. The updated design will be utilized for the public input meetings. As a component of the updated design layout, an illumination assumption tech memo will be prepared to outline the design parameters. Consultant will coordinate with City Streets Department for signal and striping plan assumptions.

1.6 Permits and Environmental Documents:

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

1.6.2 SEPA/NEPA Environmental Checklist: City will prepare the SEPA and NEPA documentation for the project. The City will prepare the checklist, necessary forms, perform analyses required, prepare any necessary reports, and distribute these materials to the relevant authority having jurisdiction. Consultant will support the City with items as needed.

1.7 WSDOT and BNSF Coordination: Consultant will coordinate with WSDOT and BNSF to meet permitting and design requirements for the Thorpe Rd Connection as well as any additional design considerations which may arise during ROW negotiations between the City and WSDOT/BNSF.

2. 60% DESIGN SUBMITTAL

2.1 Dry Utility Coordination: The Consultant will help the City prepare notification letters for “dry utility” utility purveyors (i.e., natural gas, power, communications, fiber optics, etc.) that have utilities located within the project limits. The list of appropriate utilities to send the letter to and distribution of the letter will be completed by the City. The letter will include project scoping exhibits and anticipated project schedules and will include a project overview to

assist the purveyors in determining any needs to construct, relocate, and/or otherwise modify their facilities in conjunction with this project. The Consultant will meet with the purveyors as necessary to clarify the proposed work. If it is deemed necessary for a formal directive to be issued to require any of the dry utility systems to be moved, lowered, or relocated (within the public right of way per franchise agreements), the Consultant will help the City prepare the letter, which will be signed and mailed by the City. The Consultant may request field investigations be performed by the purveyors to locate the existing utilities more accurately.

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

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

2.2.2 60% Stormwater Design: The 60% stormwater plans will include existing utilities, provided right-of-way and existing storm piping and structures along the trail. These plans will show the proposed locations for new drainage structures and piping along with existing structures and/or piping that will need to be removed, abandoned or protected in place. Proposed piping sizes, inverts and slopes will be shown in plan view to help identify potential conflicts. A portion of this submittal will be a drainage tech memo addressing the assumptions, design parameters and approach. It is assumed that the drainage design will show no net increase in PGIS, and no additional stormwater treatment systems will be incorporated.

2.2.3 60% Landscaping Design: The 60% landscaping plans will include the conceptual layout for street tree plantings along the trail.

2.2.4 60% Electrical/Signalization Plan Sheets: The 60% plans will include separate plans sheets for illumination and signalization.

At 60%, the illumination plans will include basic pole and fixture information and pole/fixture layout. The illumination plans will also show the recommended service location(s). Schedules and details will not be provided.

At 60%, the signalization plans will include proposed signal modifications at the Government Way and Sunset Boulevard intersection. It will also include an RRFB crossing system at Government Way (near W Hartson Ave), an RRFB crossing system at Government Way (near W 5th Ave) and a pushbutton activated bike tunnel warning system or HAWK system at the Thorpe Road Tunnel. Schedules and details will not be provided at 60% in the Plans.

Consultant will prepare Public Interest Finding (PIF) documentation for proprietary signal and illumination equipment as part of 90% submittal.

2.2.4 Assumptions:

- *City will lead coordination for utility power connection.*
- *City will provide as-built plans for the existing Government Way & Sunset Blvd signalized intersection.*
- *One site visit will be required (two Parametrix staff) to inventory existing signal junction boxes, conduit and wiring.*
- *Signal design will include the following:*
 - *At Government Way and Sunset Blvd: Replacement of mast arm signal poles at the NE and SE corners, installation of two protected left turn signals, APS and pedestrian signal head upgrades for ADA compliance, vehicle detection (where impacted).*
 - *RRFB crossings of Government Way near W Hartson Ave and near W 5th Ave.*
 - *Adding a pushbutton activated bike warning system or HAWK system at the BNSF tunnel along Thorpe Rd.*
- *Illumination design will include the following:*
 - *Continuous trail illumination along full trail extents*
 - *Intersection illumination of trail crossings at signalized intersections and RRFB crossings.*
 - *Tunnel illumination retrofit into existing tunnel on Thorpe Rd where it crosses under the BNSF railway.*

2.2.5 60% Traffic Control Plan Sheets: The 60% plans will include sheets for permanent traffic control signage and striping to address road and trail signage and road striping modifications. Consultant will coordinate with Spokane Transit Authority (STA) to relocate or add bus stops as required. Additional sheets will be developed for temporary traffic control to address detour routing, road and sidewalk closures and STA bus stop temporary relocations.

2.2.6 60% Retaining Wall Structural Plan Sheets: The Consultant will work with other project disciplines to determine the locations and extent of retaining walls required for the project. The objective will be to develop a 60% set of retaining wall plans to include plan views, elevations, and typical sections. The retaining wall design will be based on geotechnical recommendations.

2.2.6.1 Assumptions:

- *Retaining walls are assumed at the following locations. The need and extent of retaining walls will need to be confirmed based on the trail alignments determined in the 60% submittal. Assumed wall types are provided for scoping purposes only and will need to be coordinated with the geotechnical engineer.*
 - a. *Cast-in-place concrete wall along Government Way near the intersection of Government Way and Sunset Blvd.*
- *Retaining wall design will be based on WSDOT BDM and AASHTO criteria.*
- *Retaining wall design will be based on recommendations from the geotechnical engineer.*
- *Consultant assumes there will be aesthetic treatment on the walls in coordination with the City as shown on the retaining wall plans.*
- *Grading is assumed at the following locations in lieu of retaining walls:*

- a. *Near the end of the Phase 1 project limits, east of Government Way and W. 6th Ave.*
- b. *Along the portion of trail connecting Fish Lake Trail to W. Thorpe Road.*

- 2.3 Construction Cost Estimate:** Consultant will estimate Construction Cost on the approximate quantities of work identified in the 60% drawings. This task will include an itemized cost estimate with all the anticipated unit bid items required to perform the work. Consultant will apply an estimated unit cost to each item and will add a contingency amount appropriate to the completion status.
- 2.4 Coordination Meetings:** Attend approximately 3 (three) virtual meetings with the City (streets, wastewater, and traffic) to present and discuss plans for the project. Meetings shall be held to review progress, complete coordination items, and review preliminary alternatives regarding alignment, roadway features, stormwater system design and traffic coordination.
- 2.5 Submit 60% PS&E Package:** Consultant will prepare and submit one PDF copy of the 60% Plans, and Engineer's Estimate. The scales to be used, the lettering, and the general delineation of the plans shall be as such to provide legible reproduction when the plans are reduced to ½ of their original size.
- 2.6 Public Involvement:** Consultant will meet with the West Hills, Grandview-Thorpe Neighborhood Council and the Bicycle Advisory Board (3 total meetings) utilizing the information and exhibits from Tasks 1.1 – 1.5 as well as some exhibits to show concept sections and layouts for public review. If the City deems it necessary, the Consultant will attend an open house at a to be determined location and time to discuss project specifics with the public. Public Comments will be evaluated, and any changes coordinated with the City. A maximum of 2 local staff will attend the meetings and the open house, and no travel is included. Consultant will also coordinate with business and property owners directly adjacent to the project alignment.

3. 90% DESIGN SUBMITTAL

- 3.1 Coordination Meetings:** Attend approximately 3 (three) virtual meetings with the City (streets, wastewater, and traffic) to coordinate the overall project design as it progresses. This task includes a 60% plan review meeting with the City to discuss City comments from their review of the 60% PS&E submittal package.
- 3.2 Quantity Calculations and Cost Estimates:** Consultant shall prepare a bid schedule including anticipated bid items. Consultant shall apply an estimated unit cost of construction to the computed quantities. Consultant will complete a summary of quantities tabulation and develop unit prices for each item based on recent City of Spokane bid history, WSDOT unit bid analysis and engineering judgment. This task includes the preparation of an earthwork analysis to estimate the earthwork quantities that will need to be removed from the project site in support of the proposed improvements.
- 3.3 Specifications:** The WSDOT 2025 Standard Specifications and the City's General Special Provisions (GSP's) and WSDOT Local Program checklist for federally-funded projects shall form the basis of the specifications. The City will provide the Consultant with an editable electronic copy (Microsoft Word version) of their latest GSP's. Consultant will review GSP's

and GSP Instructions provided by the City and will modify and prepare additional special provisions for the items pertaining to the Consultants design plans as required for the project. Consultant will incorporate special provisions, plans and proposal into the Contract Provisions book (bid documents). The consultant will also include federal “Buy America, Build America Act” requirements in the specification documents. The City shall provide frontal documents for the Contract Provisions package.

3.4 Prepare 90% Construction Plans: Consultant will progress the project design to the 90% level and will incorporate the City’s 60% review comments. Below is a list of the plan sheets that are anticipated to be included in the 90% plan set:

- Cover Sheet with Vicinity Map (1 Sheet)
- Abbreviations, Legend and Construction Notes (1 Sheet)
- Demolition and TESC Plan Sheets (5 sheets)
- Erosion and Sediment Control Details (1 Sheet)
- Trail Plan and Profile Sheets (5 Sheets)
- Typical Roadway Sections (1 Sheet)
- ADA Ramp Details (2 Sheets)
- Traffic Bulbs and Islands (2 Sheets)
- Driveway Approach Details (1 Sheet)
- Stormwater Plan Sheets (5 Sheets)
- Stormwater Details (1 Sheet)
- Landscaping Plan Sheets (5 Sheet)
- Landscaping Details (1 Sheet)
- Civil Details (1 Sheet)
- Retaining Wall Plans (2 sheets)
- Pedestrian Railing Details (2 sheets)
- Illumination Plans (6 sheets)
- Signal Plans (7 Sheets)
- Striping & Signage Plans (5 Sheets)
- Temporary Traffic Control Plans (5 Sheets)

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

4. 100% DESIGN SUBMITTAL

4.1 Coordination Meetings: Attend approximately 2 (two) meetings with the City (streets, wastewater, and traffic) to coordinate the final overall project design. This task includes a 90% plan review meeting with the City to discuss all of the City and WSDOT comments from their review of the 90% PS&E submittal package.

4.2 Prepare “Remove Notice Letters”: Consultant will prepare “Remove Notice Letters” to send to property owners where existing frontage improvements will need to be removed. The Consultant will prepare the letter using the format and documents provided by the City and the City will print the letters on city letterhead, sign the letters and mail them out to the property owners.

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

5 BIDDING PHASE

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

DESIGN CRITERIA

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

1. City of Spokane Design Standards, Feb 2007, including Amendment No. 2 dated September 2010 and edits to Chapter 3 dated Nov., 2020.
2. City of Spokane Standard Plans.
3. City of Spokane General Special Provisions (latest version).
4. Spokane Regional Stormwater Manual, April 2008.
5. Manual on Uniform Traffic Control Devices (MUTCD), 11th edition.
6. A Policy on Geometric Design of Highways and Streets. (AASHTO “Green Book”)
7. WSDOT Standard Specifications for Road and Bridge Construction. (2025 version)
8. WSDOT Design Manual, Oct. 2023.
9. Public Right of Way Accessibility Guidelines, Aug. 2023.

DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

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

1. Geotechnical Engineering Report. (pdf) (Prepared by Budinger and Associates)
2. Public Meeting/Open House Exhibits (pdf and hard copy)
3. 60% Plans and Cost Estimate. (pdf)
4. 90% Plans, Specifications, and Cost Estimate. (pdf)
 - a) Public Interest Finding. (pdf)
5. 100% Plans, Specifications, and Cost Estimate. (pdf)
6. "Remove Notice Letters" (word and pdf)
7. Upon final acceptance of the design:
 - a) Electronic (pdf) copies of the final signed Plans and Specifications.
 - b) One copy of the final construction cost estimate. (pdf)
8. "Issued for Construction" Plans and Specifications. (pdf)
9. AutoCAD files for City provided design tasks.

DATA TO BE FURNISHED BY THE CITY

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

1. Topographic survey results, electronic version with paper copies of field notes, point lists, and line work, and storm drainage structure dips;
2. As-built drawings of existing roadway, water distribution main, sanitary sewer and storm drain lines, tunnel and existing tunnel lighting system, illumination and traffic control signals if available;
3. Copy of the hot mix asphalt pavement section that the City would like to use for this design;
4. Plans, reports, and other pertinent information for proposed developments along the project corridor;
5. City of Spokane General Special Provisions (GSP's) in an editable electronic format (MS Word);
6. Right of Way acquisition information for properties adjacent to the project.
7. Contract Provisions "frontal" documents:

EXTRA SERVICES:

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

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

ASSUMPTIONS:

The following assumptions were used when preparing this scope of work:

1. The alignment for the project will generally follow the alignment established in the preliminary design phase.
2. The trail will be truncated to approximately 100 feet North of the planned RRFB crossing at 5th Ave.
3. Coordination with WSDOT and BNSF is included in the scope of other services, however legal counsel, and negotiations with railroad and governmental entities is not included in this scope of work.
4. Some preliminary layout for Phase 2 of the project will be required to establish the location and grade of the end of Phase 1 near Government Way and 5th Street. This is included in the "Updated Design Layout" task.
5. The existing project website may be used for this project and no separate domain will be required.
6. All public meetings will be held in person, and all design coordination meetings will be virtual.
7. The Thorpe Road trail connection is not inside the WSDOT Limited use area for Hwy 195.
8. Landscape plans will consist of proposed street trees and dryland seeding.
9. Irrigation system is assumed to be 'bidder design' and not included within this scope of work.
10. The City will schedule, advertise and provide a location for a public open house if deemed necessary by the City.

Exhibit B ***DBE Participation Plan***

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

There is no DBE Goal for Phase 1 of this project.

"See Attached WSDOT Letter"

August 9, 2023

Ms. Marlene Feist
Director, Public Works and Utilities
City of Spokane
808 West Spokane Falls Blvd., 2nd Floor
Spokane, Washington 99201

**City of Spokane
Fish Lake Trail Phase 1
TAPUL-1220(044)
DBE Goal**

Dear Ms. Feist:

The WSDOT Disadvantaged Business Enterprise (DBE) and Training program, approved by FHWA, requires the evaluation of each local agency project to determine the feasibility of including goals (See chapter 26 of the Local Agency Guidelines (LAG) manual).

This office applied the criteria and determined that setting a **Zero** percent DBE goal for consultants on this project is appropriate. The evaluation of the mandatory DBE goal will remain in effect for 180 days from the date of this letter. If the consultant advertisement date exceeds the 180 days or the cost estimate changes more than twenty percent, the reevaluation of the DBE goal is required.

The Consultant shall continue their outreach efforts to provide DBE/SBE firms maximum practicable opportunities to participate in this project. Additionally, payment reporting in the Diversity Management and Compliance System (DMCS) will be a requirement of this consultant agreement.

If you have any questions, you can contact me at 360.705.7383, or by email at BrittoM@wsdot.wa.gov.

Sincerely,

Michele L. Britton
Asst. State Local Programs Engineer
Local Programs

MLB:jd:ml

cc: Mark Allen, Eastern Region Local Programs Engineer

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Meet City's current survey datum if needed.

B. Roadway Design Files

Meet current trail and roadway standards

C. Computer Aided Drafting Files

Meet city standards

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

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

"pdf" format

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

Any roadway, trail and signal drawings which are available. These drawings will be in a pdf format.

II. Any Other Electronic Files to Be Provided

As needed.

III. Methods to Electronically Exchange Data

Email or ftp site.

A. Agency Software Suite

Industry standard.

B. Electronic Messaging System

Industry standard.

C. File Transfers Format

Civil 3D/AutoCAD/PDF as appropriate.

Exhibit D
Prime Consultant Cost Computations

"See Attached"

CONSULTANT LABOR COSTS

3/1/2024

Date Prepared:
Parametrix Project No:

Owner: City of Spokane
Project Title: Fish Lake Trail Connection to Centennial - Phase 1 City Project #2023106

TASK NO.	PROFESSIONAL CLASSIFICATION	RATE BASED ON MULTIPLIER	Parametrix, Inc.																				TOTAL
			Princ KU	PM YH	DPM TJ	PE2 AG	SM JNM	SUR3 DAN	SUR3 MCW	SUR3 GTS	PLA DS	LA PS	SE NC	SE AM	SD TS	EE MK	E4 DD	SE CS	ADMIN DF	LABOR HOURS	INDIVIDUAL PHASE COST		
2.87		\$224.53	\$230.29	\$135.22	\$105.11	\$196.19	\$105.17	\$106.26	\$98.69	\$242.44	\$106.82	\$185.55	\$156.61	\$153.04	\$217.58	\$185.03	\$260.41			26	\$ 3,224		
1.0	PERMITTING PUBLIC INVOLVEMENT AND COORDINATION																			38	\$ 1,800.00		
1.1	Review and Prepare Basemap																						
1.2	Project Kick-Off/Coordination Meeting																						
1.3	Verify and Collect Available Data																						
1.3.1	Existing Utilities																						
1.3.2	Plot Maps, Records of Survey and ROW Verification																						
1.4	Right of Way Acquisition Support (Optional)																						
1.5	Updated Design Layout																						
1.6	Permits and Environmental Documents																						
1.6.1	DOE Construction Stormwater General Permit NOI																						
1.6.2	SEPA/NEPA Environmental Checklist																						
1.7	WSDOT and BNSF Coordination																						
	SUBTOTAL TASK 1																						
2.0	80% DESIGN SUBMITTAL																						
2.1	Dry Utility Coordination																						
2.2	60% Construction Plans																						
2.2.1	60% Trail Plan Sheets																						
2.2.2	60% Stormwater Plan Sheets and Tech Memo																						
2.2.3	60% Landscaping Plan Sheets																						
2.2.4	60% Electrical/Signalization Plan Sheets																						
2.2.5	60% Traffic Control Plan Sheets																						
2.2.6	60% Retaining Wall Structural Plan Sheets																						
2.3	Construction Cost Estimate																						
2.4	Coordination Meetings (up to 3)																						
2.5	Submit 60% PS&E Package																						
2.6	Public Involvement																						
	SUBTOTAL TASK 2																						
3.0	90% DESIGN SUBMITTAL																						
3.1	Coordination Meetings (up to 3)																						
3.2	Quantity Calculations and Cost Estimates																						
3.3	Specifications																						
3.4	Prepare 90% Construction Plans																						
3.5	Submit 90% PS&E Package																						
	SUBTOTAL TASK 3																						
4.0	100% DESIGN SUBMITTAL																						
4.1	Coordination Meetings (up to 2)																						
4.2	Prepare "Remove Notice" Letters																						
4.3	Final PS&E Revisions																						
4.4	Final (100%) Submittal																						
	SUBTOTAL TASK 4																						
5.0	BIDDING PHASE																						
5.1	Issue Bid Packages																						
5.2	Support During AD, Bid and Award																						
5.3	Issue Construction Documents																						
	SUBTOTAL TASK 5																						



TOTAL
 2016 \$ 3,500 \$ 309,890
 Parametrix Design
 Budinger and Associates
Total:
 \$ 309,890
 \$ 43,469
 \$ 353,358

Appendix AA Consultant Fee Calculation Worksheet

AA.1 Consultant Fee Calculation Worksheet

This technique will ensure consideration of the relative value of the appropriate factor in the establishment of a fee objective in the conduct of negotiating and provide a basis of documentation of the fee objective.

In negotiating a fee as an element of price, a reasonable fee shall be negotiated or determined for each agreement by using the following procedure as a guide:

Weighted Guidelines			
Factor	Rate	Weight	Value
Degree of Risk	25	0.2	5
Relative Difficulty of Work	20	0.2	4
Size of Job	15	0.33	4.95
Period of Performance	15	0.35	5.25
Assistance by the State	15	0.2	3
Sub-consulting	10	0.35	3.5
Total			25.7%

Based on the circumstances of each agreement and/or supplement, each of the above factors shall be weighted from .17 to .35 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column, when totaled, indicates the fair and reasonable fixed fee and/or profit percentage of direct (raw) labor costs for the agreement and/or supplement.

AA.2 Description of Calculation of Fee Factors

Degree of Risk: Where the design involves no risk, or the degree of risk is very small, the weighting should be .17; as the degree of risk increases, the weighting should be increased up to a maximum of .35. Agreements with options will have, generally, a higher weighted value than agreements without options for which quantities are provided. Other things to consider: nature of the design, responsibility for design, reasonableness of negotiated costs, amount and type of labor included in costs, amount of executive management/principal time required.

Relative Difficulty of Design: If the design is most difficult and complex, the weighting should be .35 and should be proportionally reduced to .17 on the simplest of jobs. This factor is tied in, to some extent, with the degree of risk. Some things to consider: the nature of the design; what is the time schedule; etc., and whether it is rehabilitation or new work.

Size of Job: All agreement (estimated) total costs less than \$100,000 shall be weighted at .35. The fixed fee percentage should be proportionately weighted for those projects between \$100,000 and \$5,000,000 from .34 to .21. Agreements from \$5,000,000 to \$10,000,000 may be proportionately weighted from .21 to .17, and work more than \$10,000,000 at .17.

Period of Performance: Agreements and/or supplements that are 24 months or longer are to be weighted at .35. Agreements and/or supplements of lesser duration are to be proportionately weighted to a minimum of .17 for work less than 2 months.

Assistance by the State: To be weighted from .35 in those situations where few items are provided by the state to .17 in those situations where the state provides many items. Things to consider: existing or provided design or plans, mapping, quantities, surveys, geotechnical information, etc.

Sub-Consulting: To be weighted in proportion to the amount of sub-consulting. Where 40% (40 percent) or more of the design is to be done by subconsultants, the weighting is to be .35. The weighting is proportionally decreased to .17 where all the design is performed by the consultant's own forces.



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

May 31, 2023

Parametrix, Inc.
1019 39th Ave. SE, Suite 100
Puyallup, WA 98374-2215

Subject: Acceptance FYE 2022 ICR – Cognizant Review

Dear Brent Diemer,

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 171.54% of Combined/Corporate (rate includes 0.28% Facilities Capital Cost of Money) based on the “Cognizant Review” from the WSDOT Audit Office. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;


Schatzie Harvey (Jun 1, 2023 05:57 PDT)

Jun 1, 2023

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:HK

PARAMETRIX, INC.

Statement of Direct Labor, Fringe Benefits and General Overhead
For the Fiscal Year Ended December 30, 2022

Description	General Ledger Balance for the Fiscal Year Ended December 30, 2022	Unallowable Expenses	Ref.	Proposed Amount	Percent
Direct Labor	\$ 39,365,630	\$ -		\$ 39,365,630	100.00%
Fringe Benefits:					
Vacation, sick leave, holidays	9,170,364			9,170,364	23.30%
Payroll taxes	5,563,770	(37,702)	E	5,526,068	14.04%
Medical insurance	5,497,553			5,497,553	13.97%
ESOP retirement plan	7,500,000			7,500,000	19.05%
Total Fringe Benefits	27,731,687	(37,702)		27,693,985	70.35%
General Overhead:					
Administrative salaries	12,666,460	(141,287)	A	12,525,173	31.82%
Training salaries	1,090,894			1,090,894	2.77%
Bonuses/miscellaneous salaries	7,734,512	(1,721,935)	B	6,012,577	15.27%
Direct selling salaries	1,305,900			1,305,900	3.32%
Bid and proposal salaries	3,713,172			3,713,172	9.43%
Advertising expense	206,563	(206,563)	C		0.00%
Direct selling expenses	102,578	(45,444)	D	57,134	0.15%
Excise taxes	2,055,009			2,055,009	5.22%
Insurance	951,290			951,290	2.42%
Office rent	3,881,768			3,881,768	9.86%
Office expenses and supplies	180,825	(88,569)	F	92,256	0.23%
Staff appreciation/awards	325,829	(312,170)	G	13,659	0.03%
Printing, copier/printer supplies	41,078			41,078	0.10%
Telephone	153,177			153,177	0.39%
Depreciation (including gain/loss on disposal)	1,680,409			1,680,409	4.27%
Amortization	16,667	(16,667)	H		0.00%
Business meals	7,075	(7,075)	I		0.00%
Auto expense	311,555	(17,753)	J	293,802	0.75%
Billed in-house autos	(228,870)			(228,870)	-0.58%
Office travel	603,964	(160,897)	K	443,067	1.13%
Subscriptions, library material	106,071			106,071	0.27%
Dues	174,062	(24,225)	L	149,837	0.38%
Donations	57,011	(57,011)	M		0.00%
Professional licenses	39,233			39,233	0.10%
Postage, couriers, freight	39,297			39,297	0.10%
Training/education	389,260	(12,401)	N	376,859	0.96%
Field equipment/supplies	17,112			17,112	0.04%
Survey equipment/supplies	137,464			137,464	0.35%
Health and safety equipment/supplies	24,646			24,646	0.06%
Billed in-house equipment	(404,069)			(404,069)	-1.03%
Office furniture	8,608			8,608	0.02%
Office equipment	192,295	(41)	O	192,254	0.49%
Computer supplies, circuits	589,758			589,758	1.50%
Software/maintenance	2,832,226			2,832,226	7.19%
Recruiting costs	68,955			68,955	0.18%
Payroll, legal and audit	279,492	(51,113)	P	228,379	0.58%
Temporary Labor	55,541			55,541	0.14%
Consulting services	1,103,882	(114,000)	Q	989,882	2.51%
Bad debts	118,300	(118,300)	R		0.00%
Office moving/remodeling	18,779			18,779	0.05%
Personal property taxes	42,800			42,800	0.11%
Utilities/building maintenance	109,426			109,426	0.28%
Finance, bank charges	31,828	(11,308)	S	20,520	0.05%
Total General Overhead	42,831,832	(3,106,759)		39,725,073	100.91%
Total Indirect Costs	\$ 70,563,519	\$ (3,144,461)		\$ 67,419,058	171.26%
Percentage of Direct Labor (Less FCC)	179.25%			171.26%	
Facilities cost of capital (FCC)		110,070	T	110,070	0.28%
				\$ 67,529,128	
Percentage of Direct Labor (Includes FCC)				171.54%	

See accompanying notes.

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

"See Attached"



Proudly serving the Inland Northwest for over 40 years

Geotechnical Engineering
Environmental Engineering
Construction Materials Testing
Subsurface Exploration
Special Inspection

Tom Jordan, PE
Parametrix
835 N Post Street, #201
Spokane, WA 99201

January 23, 2024
revised from 12/14/2023

Project S-231158

Project: Fish Lake Trail Connection to Centennial Trail - Phase I, Spokane, WA
Subject: Proposed Geotechnical Exploration & Analysis (Revision 2)

Mr. Jordan,

Thank you for the opportunity to propose geotechnical services for the Fish Lake Trail Connection to Centennial Trail - Phase I. This proposal presents a scope of services and cost estimate for geotechnical exploration and analysis for the proposed trail alignment.

Project:

Phase I of the Fish Lake Trail Connection will extend the the existing trailhead along Lindeke-Government Way approximately 0.4 miles north to 5th Avenue. The project will also involve building a connection from Thorpe Road north up the existing trail embankment with a total length of approximately 950 feet. We anticipate project will require cuts/fill and retaining walls to meet required lines and grades. Retaining wall locations and dimensions have not been determined at this time.

Scope:

Research available geologic, topographic, and soil mapping for the site. Perform field reconnaissance to identify existing surface conditions including topographic features, vegetation, rock outcrops, and indications of erosion.

Advance five test borings using a track mounted drill to a maximum depth of 25 feet or 5 feet into rock, whichever is less. Advance one test boring to a maximum depth of 60 feet from the existing trail embankment near the future Thorpe Road connection. Approximate test boring locations are shown on the *Exploration Plan*. Split-spoon samples and penetration resistance testing will be conducted in soil at 2.5-to-5-foot intervals. If rock is encountered, diamond coring techniques will be used to collect core samples.

Characterize the subsurface conditions encountered in the borings including:

- Layering (stratification)
- Soil texture and classification
- Soil consistency/relative density
- Soil moisture and depth to ground water

Conduct laboratory testing of recovered samples including moisture content, gradation, and plasticity to classify subsurface materials.

1101 North Fancher Rd.
Spokane Valley, WA 99212
Tel: 509.535.8841
Fax: 509.535.9589

Prepare geotechnical engineering report summarizing results, conclusions, and recommendations for the project including:

- Surface preparation and fill placement
- Feasibility of reusing on-site soils as fill
- Temporary and permanent slope recommendations
- Lateral earth pressures (equivalent fluid pressures) and lateral resistance (friction coefficients)
- Retaining wall recommendations
- Seismic considerations including site class and spectral acceleration parameters
- Drainage and stormwater infiltration considerations
- Pavement design recommendations

Assumptions:

We assume legal and physical access to site will be provided. We will mark desired boring locations and submit a "call before you dig" request. We will not explore in the vicinity of marked utilities; however, we will not be responsible for improperly located or un-located services. We assume the borings will be accessed by tracking equipment along the existing trail. We assume drill cuttings will be dispersed on site.

Appended to this proposal is a document titled *Important Information about This Geotechnical Proposal* that we recommend you review carefully.

Schedule:

We anticipate beginning the field within three weeks of receiving notice to proceed. Estimated draft report completion date is four weeks following the field work. The final geotechnical conditions report will follow the receipt of the draft report comments by no more than one week.

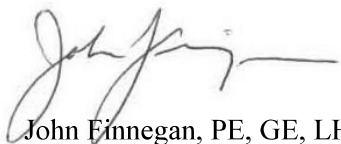
Fees:

Fees will be incurred on a unit price basis in accordance with the attached cost estimate as well as our schedule of fees. The estimate will not be exceeded without your approval and specific request for additional services.

We appreciate the opportunity to provide this proposal and look forward to assisting you in completing a successful project.

Prepared by:

Budinger & Associates, Inc.



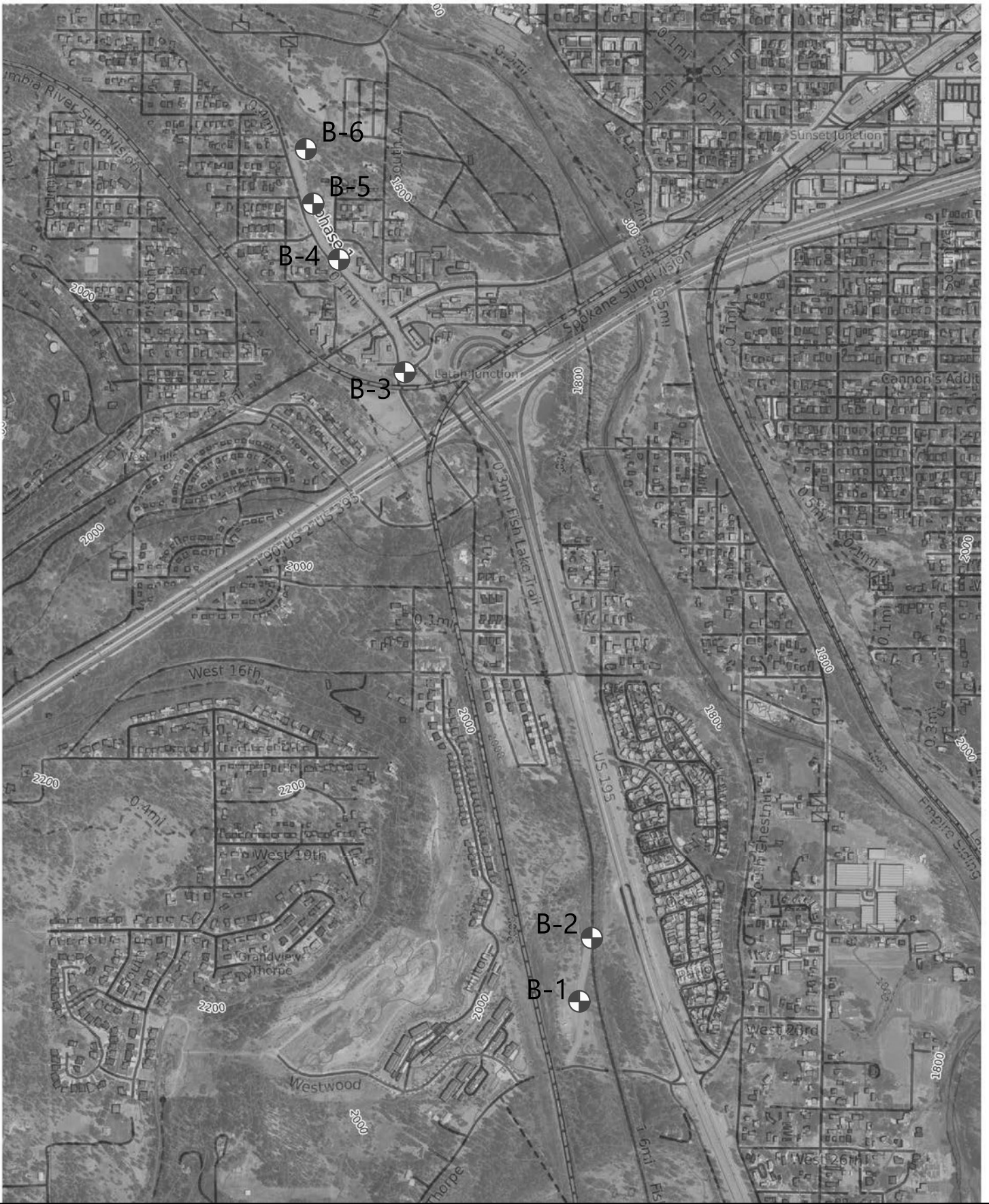
John Finnegan, PE, GE, LHG
Senior Geotechnical Engineer and Principal

Collin McCormick, PE
Geotechnical Engineer IV

S-231158 Fish Lake Trail Connection to Centennial Trail - Phase I

Attachments

- *Exploration Plan*
- *S-231158 Cost Estimate*
- *Important Information about This Geotechnical Proposal*



SCALE: 1"=1000'
 0 500 1000



**Budinger
& Associates**

EXPLORATION PLAN

FISH LAKE TRAIL CONNECTION - PH1
 SPOKANE, WASHINGTON

FIGURE 1

PROJECT NUMBER S231158

DATE: 1/2024

Budinger & Associates, Inc.
1101 N. Fancher Road
Spokane, WA 99212
509-535-8841

Fish Lake Trail

	hours	direct labor	cost
Principal Engineer	8	\$90.00	\$720.00
Engineer IV	32	\$67.00	\$2,144.00
Exploration Professional IV	25	\$36.00	\$900.00
Exploration Technician III	25	\$35.00	\$875.00
Exploration Technician III	25	\$35.00	\$875.00
Geologist III - field	22	\$40.00	\$880.00
Geologist III - office	50	\$40.00	\$2,000.00
Administrator IV	4	\$35.00	\$140.00

Subtotal 115 **\$8,534.00**

Overhead 1.5807 **\$13,489.69**
Fixed Fee 0.3 **\$2,560.20**

Reimbursables

A - Sampling and testing expenses \$15,099.84
B - Laboratory testing expenses \$3,785.00
C - Outside consultant expenses \$0.00
\$18,884.84
Subtotal **\$43,468.73**

Summary of reimbursables

A - Sampling and testing expenses

*	Mobilization, demobilization	1	lump sum	\$2,000.00	\$2,000.00
*	Geoprobe 7822	26	hours	\$276.34	\$7,184.84
*	Air rotary tooling	20	hours	\$125.00	\$2,500.00
*	HQ3 core tooling	6	hours	\$125.00	\$750.00
*	On-highway light duty support truck	26	hours	\$27.00	\$702.00
*	Terex track loader	26	hours	\$50.00	\$1,300.00
*	Bentonite chips 3/8"	42	each	\$11.50	\$483.00
*	Asphalt patch	2	each	\$15.00	\$30.00
*	Right-of-Way Permit	1	each	\$150.00	\$150.00
	Sampling and testing expenses total				\$15,099.84

B - Laboratory testing

*	Sieve analysis	12	each	\$130.00	\$1,560.00
*	Moisture content	24	each	\$25.00	\$600.00
*	Atterberg Limits	5	each	\$150.00	\$750.00
*	Rock core strength	5	each	\$175.00	\$875.00
	Laboratory testing total				\$3,785.00

C - Outside Consultant Expenses

	Outside Consultant total				\$0.00
--	---------------------------------	--	--	--	---------------

Reimbursables Total **\$18,884.84**

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not a mold prevention consultant; none of the services being offered have been designed or proposed for the purpose of mold prevention.**

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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Actuals Not To Exceed Table (ANTE)

Budinger & Associates, Inc.
 1101 N. Fancher Road
 Spokane, WA 99212
 Office Rate: 07/01/2023 to 06/30/2024

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		158.07%	30.00%	
Engineer Principal	\$90.00	\$142.26	\$27.00	\$259.26
Engineer IV	\$67.00	\$105.91	\$20.10	\$193.01
Geologist III	\$40.00	\$63.23	\$12.00	\$115.23
Exploration Professional IV	\$36.00	\$56.91	\$10.80	\$103.71
Exploration Technician III	\$35.00	\$55.32	\$10.50	\$100.82
Administrator IV	\$35.00	\$55.32	\$10.50	\$100.82



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 31, 2023

Budinger & Associates, Inc.
1101 N Fancher Road
Spokane, WA 99212

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Marcy Burchett:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) based on the “Independent CPA Report,” prepared by Shannon & Associates, LLP as follows:

- Engineering Services rate: 158.07% of direct labor
(rate includes 1.73% Facilities Capital Cost of Money)
- Laboratory Testing rate: 127.45% of direct labor
(rate includes 1.47% Facilities Capital Cost of Money).

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Sep 1, 2023 13:06 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Document

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Parametrix, Inc.

whose address is

835 North Post St. - Suite 201, Spokane, WA 99201

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the City of Spokane

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

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of Public Works Director

I hereby certify that I am the:

Public Works Director

Other

of the City of Spokane, and Parametrix, Inc.

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

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

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

Signature

Date

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

Parametrix, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Fish Lake Trail Phase 1 * are accurate, complete, and current as of March 18, 2024 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: Parametrix, Inc.

Signature

Title

Date of Execution _____ **.*

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

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

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ N/A .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ N/A .

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ N/A .

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit

N/A

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



Agenda Sheet for City Council:

Committee: PIES **Date:** 04/15/2024

Committee Agenda type: Consent

Date Rec'd	4/17/2024
Clerk's File #	OPR 2022-0762
Renews #	
Cross Ref #	

Council Meeting Date: 04/29/2024

Submitting Dept	ENGINEERING SERVICES	Project #	2021088
Contact Name/Phone	DAN BULLER 625-6391	Bid #	
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Requisition #	
Agenda Item Type	Engineer Construction Contract		
Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
Agenda Item Name	0370 – WASHINGTON/STEVENS BRIDGE CONSTRUCTION ADMINISTRATION		

Agenda Wording

Supplemental Agreement #1 with KPFF Consulting Engineers for the construction administration of the Washington/Stevens Bridge Deck Rehabilitation.

Summary (Background)

The city bid and awarded a contract for the resurfacing of the Washington and Stevens Bridges. KPFF provided design services for this project and are now needed for construction management services on the project because of the specialty design and construction methods used.

Lease? NO Grant related? YES Public Works? NO

Fiscal Impact

Approved in Current Year Budget?	YES
Total Cost	\$ 111,437.75
Current Year Cost	\$ 111,437.75
Subsequent Year(s) Cost	\$ 0

Narrative

Amount	Budget Account
Expense \$ 111,437.75	# 3200 95164 95300 56501 86109
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	BULLER, DAN
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE

Distribution List

Greg Hess greg.hess@kpff.com	ddaniels@spokanecity.org
eraea@spokanecity.org	publicworksaccounting@spokanecity.org
dbuller@spokanecity.org	mmserbousek@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	4-15-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Washington-Stevens Bridges Resurfacing Construction Administration
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> • The City bid and awarded a contract for resurfacing of the three bridges over the Spokane River on the Washington-Stevens corridor. • Because that work involves specialty design and construction methods, the design of that project was performed by KPFF Consulting Engineers. For the same reasons, KPFF’s assistance is now needed in the construction phase of the project, specifically for construction management. • This project is schedule to begin in late May and last through about September with traffic remaining open to one lane of traffic for most of the project duration. • This briefing paper pertains to the contract with KPFF for construction management assistance. • This project is mostly grant funded.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$120,000</u></p> <p> Current year cost: \$120,000</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> • 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. 	

- 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?

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number OPR 2022-0762		KPFF Consulting Engineers 1601 Fifth Ave., Suite 1600 Seattle, WA 98101 Phone: (206) 622-5822	
Project Number 2021088	Execution Date 04/01/2024	Completion Date 12/31/2024	
Project Title Design Services During Construction (DSDC)	New Maximum Amount Payable \$408,532.51		
Description of Work Project administration and design services during construction for Washington/Stevens Bridge Deck Repair.			

The Local Agency of City of Spokane Engineering Services Department
desires to supplement the agreement entered in to with KPFF Consulting Engineers
and executed on October 10, 2022 and identified as Agreement No. OPR 2022-0762

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

As described in the attached scope of work for the additional work of task 1 and task 2 dated April 1, 2024.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: N/A

III

Section V, PAYMENT, shall be amended as follows:

The Master Agreement amount will be increased by \$111,437.75 to allow KPFF to perform the CA (Construction Administration) for the project.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Greg Hess

By: _____

Consultant Signature

Approving Authority Signature

Date

EXHIBIT A

1601 Fifth Avenue, Suite 1600 Seattle, WA 98101 kpff.com



March 13, 2024
Scope of Work

Washington / Stevens Bridge Deck Rehabilitation Construction Support Services

PROJECT OVERVIEW

KPFF will be providing Construction Support Services (CSS) for the Washington / Stevens Bridge Deck Rehabilitation project. This project will rehabilitate the existing Washington Street Bridges and the Stevens Bridge with: (1) construction of a bridge deck overlay at the bridges and approach slabs, (2) replacement and modification of existing expansion joints, and (3) HMA replacement at the tunnel and asphalt roadway approaches.

BACKGROUND

The Washington / Stevens Bridge Rehabilitation Project consists of three bridges and a tunnel. The two bridges that span across the south channel of the Spokane River are the N Stevens Street Bridge and the N Washington Street South Bridge. These bridges join together at their north side and carry traffic through the tunnel under Riverfront Park. At the north side of the tunnel, the N Washington St North Bridge carries traffic over the north channel of the Spokane River. Average Daily Traffic (ADT) is 23,554 for the north channel bridge. The rehabilitation project is funded by Federal Highway Administration (FHWA) funds through Washington State Department of Transportation (WSDOT).

ANTICIPATED SCHEDULE

We understand that the City of Spokane intends to construct this project between spring and fall of 2024.

PROJECT TEAM

The project team includes:

Owner	City of Spokane
CSS & CM	KPFF Consulting Engineers (Prime Consultant)
Civil Subconsultant	CivTech

SCOPE OF WORK

TASK 1: PRE-CONSTRUCTION SERVICES

SUBTASK 1.1 Pre-Con

KPFF will attend the Pre-Construction meetings.

TASK 2: CONSTRUCTION SUPPORT SERVICES

KPFF will provide construction support services during the construction phase, including the following tasks.

SUBTASK 2.1 Weekly Progress Meetings

Attend weekly virtual construction meetings with the Contractor.

SUBTASK 2.2 Submittal Review / Recommendations

CSS team will provide preliminary review of submittals or conformance with the Plans and Contract Provisions (Contractor shop drawings, product information and material samples). The following submittals are anticipated:

- Construction Phasing/Traffic Control
- Hot Mix Asphalt Items
- Resin Bonded Anchors
- Modified Concrete for Expansion Joint Header
- Expansion Joint Demo Plan
- Expansion Joint Field Measurements
- Expansion Joint Shop Drawings
- Type of machine chosen for concrete scarification, including axle loads and axle spacing
- Runoff Water Disposal Plan
- Methods and materials used for collecting concrete debris
- Repair concrete and overlay mix designs
- Paving Equipment specifications, including screed rail support system

The City will collect and distribute submittals responses to and from the contractor.

SUBTASK 2.3 Changed Conditions / RFI / Change Orders

The CSS team will review Contractor Requests for Information (RFI) and design change requests. Make initial determination if Contractor needs to provide further information prior to design team review, or distribute to appropriate party. A total of 41 RFIs are assumed for the fee estimate.

The City will collect and distribute RFI responses to and from the contractor.

SUBTASK 2.4 Field Visits

KPFF will provide bridge engineers to provide on-site inspection during the concrete removal stages of all bridge decks. The intension of the visit will be to determine whether additional concrete removal and/or deck repairs are needed prior to placement of the Modified Concrete Overlay (MCO). It is anticipated that two separate site visits will be required.

- (1) 2-day trip with 2 bridge engineers for the south bound lanes
- (1) 2-day trip with 2 bridge engineers for the north bound lanes

TASK 3: PROJECT CLOSEOUT

SUBTASK 3.1 As-Built Drawings

As-Built redlines will be provided to KPFF by the City and the Contractor after completion of construction. These redlines will be used to create Record Drawings which will conform to the City's requirements. The Record Drawings will not contain the stamp and seal of the engineer.

The draft Record Drawings will be subject to one round of review by the City.

GENERAL ASSUMPTIONS

- Project is federally funded.
- Proposal incorporates anticipated level of effort for a 80 working day construction contract plus preconstruction services prior to start of construction and project closeout.
- Construction working days are assumed to be Monday through Friday.
- Project meetings include (1) Prebid, (1) preconstruction meeting, (16) weekly construction progress meetings, and (2) field visits.
- Any additional analysis on the structure is not part of this scope.
- City of Spokane will perform the following tasks:
 - Provide the primary construction manager and inspector during construction of the project
 - Coordinate the improvements with WSDOT, Utilities, property owners, and other stakeholders, except s specifically outlined in this scope of work.
 - Notify KPFF at least 2 weeks prior to field visits being required.
 - Material testing and inspection
- No work shall be performed until notice-to-proceed is issued by the City of Spokane.

FEE

We propose to provide the above services for a fee Not-to-Exceed **\$111,437.75** invoiced hourly as noted. Refer to the summary fee spreadsheet for breakdown of KPFF team's fees. Reimbursable expenses are estimates and include travel costs associated with travel to and from the project site.

If this proposal is acceptable to the City of Spokane, please include this proposal as an attachment to the contract for our signature.

Sincerely,

A handwritten signature in blue ink, appearing to read 'BKotulka', written over a light blue circular stamp.

Brandon Kotulka, PE SE
Project Manager

Exhibit D-1

KPFF Consulting Engineers

Consultant Fee Summary

Negotiated Hourly Rate Consultant Agreement

Washington-Stevens Deck Rehab CSS

Classification	Hrs.	X	Direct Hourly Rate	=	Cost
Principal	8.00	X	\$85.00	=	\$ 680.00
Project Manager	64.00	X	\$80.00	=	\$ 5,120.00
Senior Technical Specialist	0.00	X	\$80.00	=	\$ -
Senior Engineer II	325.00	X	\$75.00	=	\$ 24,375.00
Design Engineer II	0.00	X	\$59.00	=	\$ -
CAD Drafter II	24.00	X	\$59.00	=	\$ 1,416.00
Project Coordinator	8.00	X	\$45.00	=	\$ 360.00
Admin	0.00	X	\$35.00	=	\$ -
Total Hrs.			429.00		

Salary Cost					\$ 31,951.00
Salary Escalation Cost (est.)					
Escalation - % of Labor Cost	10%	per year @ 1 year(s)			\$ 3,195.10
Total Salary Cost					\$ 35,146.10
Overhead Cost	151.53%	of Direct Labor			\$ 48,415.35
Net Fee	30%	of Direct Labor			\$ 9,585.30
Total Overhead & Net Fee Cost					\$ 58,000.65

Direct Expenses	No.	Unit	Each	Cost
Rental Car	4	Days	100.00	\$ 400.00
Airfare - SEA-SPO (roundtrip)	4	Trips	350.00	\$ 1,400.00
Hotel	4	Nights	114.00	\$ 456.00
Per Diem Travel Day	0	Days	55.00	\$ -
Per Diem Full Day	8	Days	74.00	\$ 592.00

Subtotal \$ 2,848.00

KPFF Total \$ **95,994.75**

Subconsultants

	DBE	Hrs.	Total
CivTech Inc.	14%	54.00	\$15,443.00
Subconsultants Total	14%	54.00	\$15,443.00

Direct Expenses Subtotal (including Subconsultants) \$18,291.00

Total Costs \$111,437.75

Exhibit E-1

CivTech Inc.

Consultant Fee Summary
 Negotiated Hourly Rate Consultant Agreement

Washington-Stevens Deck Rehab CSS

Classification	Hrs.	X	Direct Hourly Rate	=	Cost
Senior Project Manager	42.00	X	\$89.99	=	\$ 3,779.58
Senior Designer	6.00	X	\$63.50	=	\$ 381.00
Technician	0.00	X	\$43.28	=	\$ -
Administrative	6.00	X	\$45.01	=	\$ 270.06
Title 5	0.00	X	\$0.00	=	\$ -
Title 6	0.00	X	\$0.00	=	\$ -
Total Hrs.			54.00		
Salary Cost					\$ 4,430.64
Salary Escalation Cost (est.)					
Escalation - % of Labor Cost	10%		per year @ 1 year(s)		\$ 443.06
Total Salary Cost					\$ 4,873.70
Overhead Cost					
	208.55%		of Direct Labor		\$ 9,240.10
Net Fee	30%		of Direct Labor		\$ 1,329.19
Total Overhead & Net Fee Cost					\$ 10,569.29
Direct Expenses					
	No.	Unit	Each		Cost
Per Diem		Lunch	18.00	\$	-
Plots (11x17)		Page	0.15	\$	-
Plots/Copies (8.5x11)		Page	0.10	\$	-
Color Plots (11x17)		Page	0.90	\$	-
Color Plots (8.5x11)		Page	0.60	\$	-
Subtotal					\$ -
CivTech Inc. Total					\$ 15,443.00

March 14, 2024		KPFF Consulting Engineers							KPFF
Washington-Stevens Deck Rehab CSS		Principal	Project Manager	Senior Technical Specialist	Senior Engineer II	Design Engineer II	CAD Drafter II	Project Coordinator	
Item	SCOPE OF WORK	\$85.00	\$80.00	\$80.00	\$75.00	\$59.00	\$59.00	\$45.00	
1 PRE-CONSTRUCTION SERVICES									
1.10	Pre-Con		4		4				\$620
1.20	Invoicing and Contracts		4					8	\$680
Labor Subtotal:		0	8	0	4	0	0	8	\$1,300
Reimbursables:									
2 CONSTRUCTION SUPPORT SERVICES									
2.1	Weekly Progress Meetings	1	16		16				\$2,565
2.2	Submittal Review/Recommendations	1	12		80				\$7,045
2.3	Changed Conditions/RFI/Change Orders	4	14		105				\$9,335
2.4	Field Visits		12		96				\$8,160
Labor Subtotal:		6	54	0	297	0	0	0	\$27,105
Reimbursables:									\$2,848.00
3 PROJECT CLOSEOUT									
3.1	As-Built Drawings	2	2		24		24		\$3,546
Labor Subtotal:		2	2	0	24	0	24	0	\$3,546
Reimbursables:									
Labor Sum:		8	64	0	325	0	24	8	\$31,951
Reimbursable Sum:									\$2,848
TOTAL:									\$34,799

March 14, 2024		CivTech Inc.					CT
Washington-Stevens Deck Rehab CSS		Senior Project Manager	Senior Designer	Technician	Administrative	Title 19	Title 20
Item	SCOPE OF WORK	\$89.99	\$63.50	\$43.28	\$45.01	\$0.00	\$0.00
1	PRE-CONSTRUCTION SERVICES						
1.10	Pre-Con	2					\$180
1.20	Invoicing and Contracts						
	Labor Subtotal:	2	0	0	0	0	\$180
	Reimbursables:						
2	CONSTRUCTION SUPPORT SERVICES						
2.1	Weekly Progress Meetings	8					\$720
2.2	Submittal Review/Recommendations	12			2		\$1,170
2.3	Changed Conditions/RFI/Change Orders	12			2		\$1,170
2.4	Field Visits						
	Labor Subtotal:	32	0	0	4	0	\$3,060
	Reimbursables:						
3	PROJECT CLOSEOUT						
3.1	As-Built Drawings	8	6		2		\$1,191
	Labor Subtotal:	8	6	0	2	0	\$1,191
	Reimbursables:						
	Labor Sum:	42	6	0	6	0	\$4,431
	Reimbursable Sum:						\$0
	TOTAL:						\$4,431



Agenda Sheet for City Council:

Committee: PIES **Date:** 04/15/2024

Committee Agenda type: Consent

Date Rec'd 4/17/2024

Clerk's File # OPR 2024-0323

Renews #

Cross Ref #

Council Meeting Date: 04/29/2024

Submitting Dept	ENGINEERING SERVICES	Project #	2024043
------------------------	----------------------	------------------	---------

Contact Name/Phone	DAN BULLER 625-6700	Bid #	
---------------------------	---------------------	--------------	--

Contact E-Mail	DBULLER@SPOKANECITY.ORG	Requisition #	
-----------------------	-------------------------	----------------------	--

Agenda Item Type	Engineer Construction Contract		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
---------------------------	-----------------------------	--	--

Agenda Item Name	0370-LOW BID AWARD-2024 LOCAL ACCESS CHIP SEAL(2024043)TO BE		
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Agenda Wording

Low Bid of (to be determined at bid opening) (City, ST) for 2024 Local Access Chip Seal - \$__. An administrative reserve of \$__, which is 10% of the contract, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On ____, bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$__, which is \$__ or __% (above/below) the Engineer's Estimate of __. __ other bids were received as follows: (to be determined). All information will be provided prior to the council vote date.

Lease? NO Grant related? NO Public Works? YES

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

BULLER, DAN

Division Director

FEIST, MARLENE

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

ddaniels@spokanecity.org

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	4-15-24
Submitting Department	Engineering Services
Contact Name	Dan Buller
Contact Email & Phone	dbuller@spokanecity.org , 625-6391
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	2024 Local Access Chip Seal
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<ul style="list-style-type: none"> The project shown on the attached pages is the annual local access chip seal project funded by the transportation benefit district. This project was formerly known as the residential chip seal project. While addressing primarily residential streets, sometimes included streets are non-arterial streets in commercial areas and thus the name change to “local access chip seal”. Curb ramps will also be upgraded. Total length of street to receive chip sealing is 4.9 miles. Residents will have access to their homes during construction which will occur this summer/fall.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$1.5M</u></p> <p> Current year cost: \$1.5M</p> <p> Subsequent year(s) cost:</p> <p>Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue</p> <p>Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> 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. 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?

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

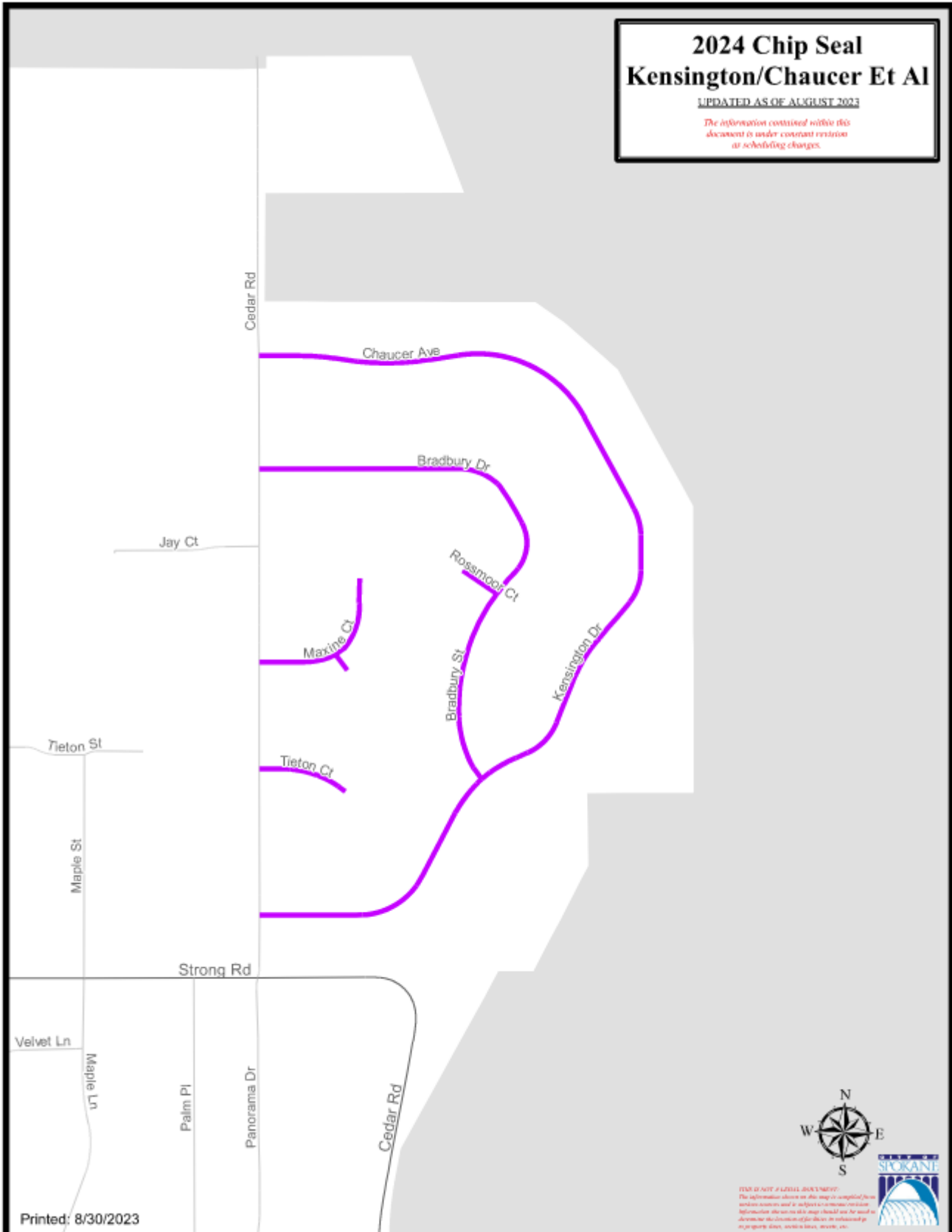
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

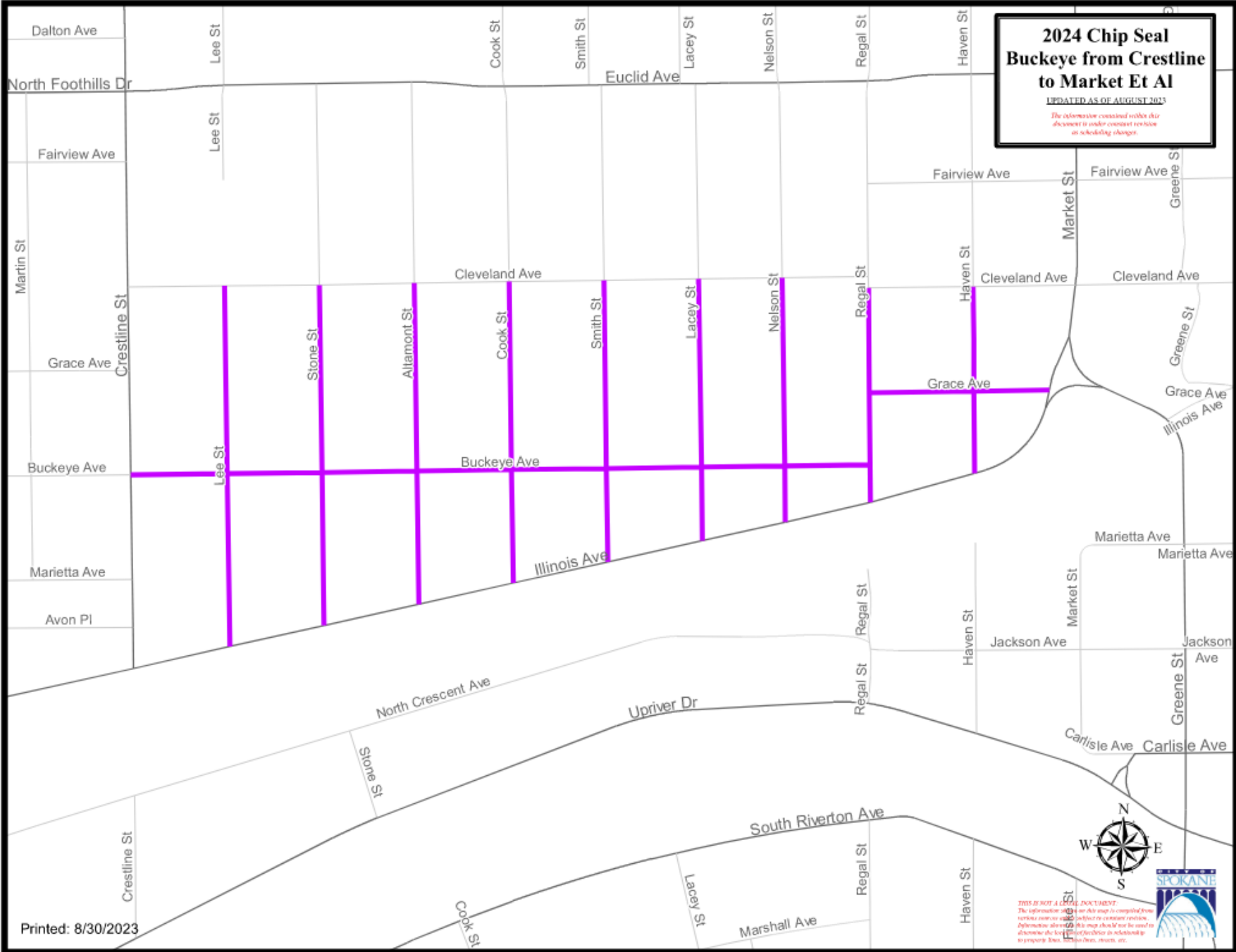
**2024 Chip Seal
Kensington/Chaucer Et Al**
UPDATED AS OF AUGUST 2023
The information contained within this document is under constant revision as scheduling changes.



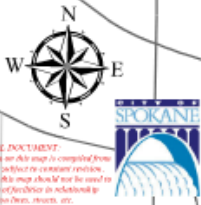
THIS IS NOT A LEGAL DOCUMENT!
 The information shown on this map is compiled from various sources and is subject to change without notification. The user of this map should use the same to determine the location of the street as indicated by geographic data, such as GPS, aerial, etc.

Printed: 8/30/2023

**2024 Chip Seal
Buckeye from Crestline
to Market Et Al**
UPDATED AS OF AUGUST 2023
The information contained within this document is under constant revision as scheduling changes.

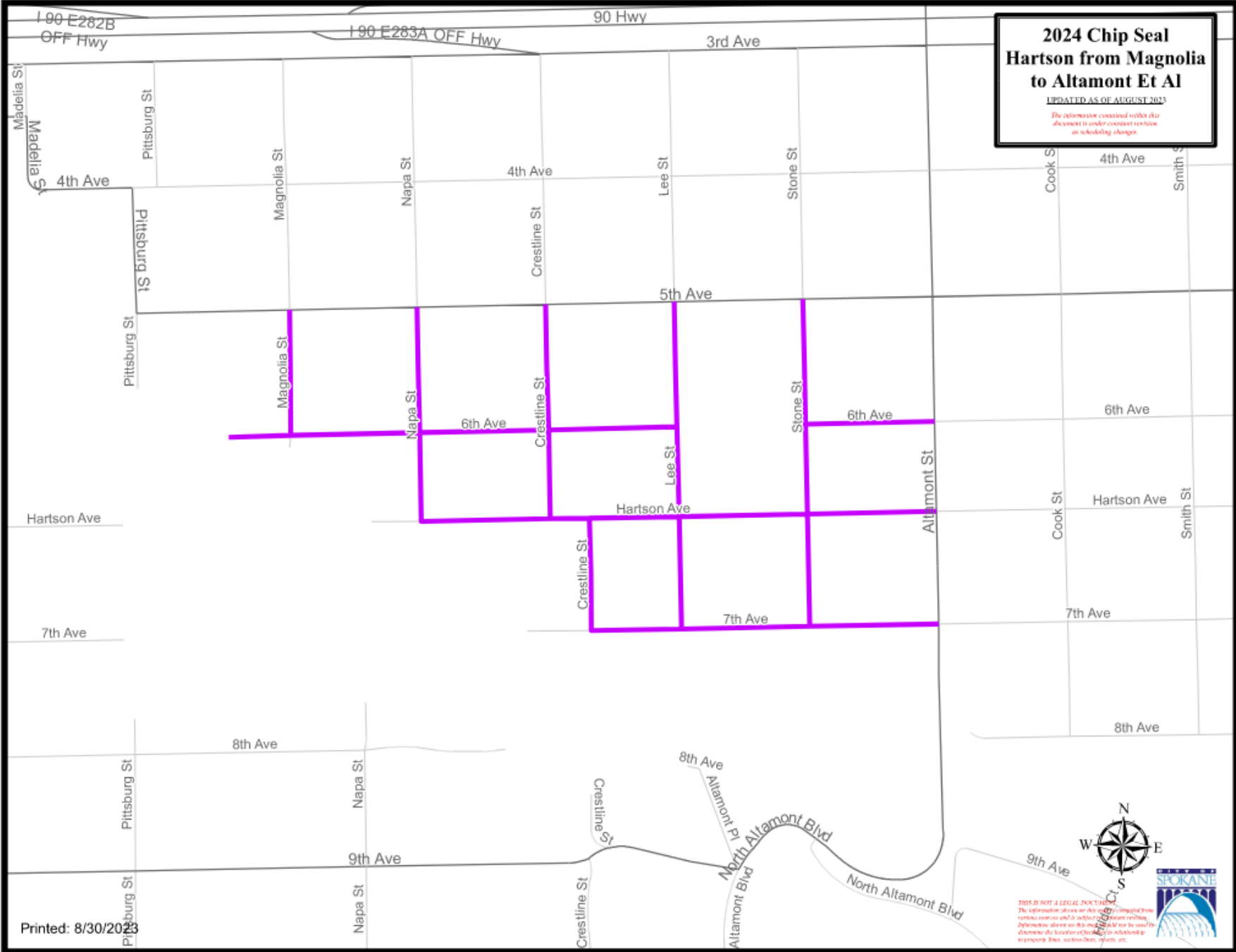


Printed: 8/30/2023



THIS IS NOT A LEGAL DOCUMENT
 The information 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 legal status of a parcel or to determine the location of a parcel. For more information, please contact the Spokane Department of Public Works, 200 N. Washington, Spokane, WA 99201.

**2024 Chip Seal
Hartson from Magnolia
to Altamont Et Al**
 UPDATED AS OF AUGUST 2023
 The information contained within this document is under constant revision as scheduling changes.



THIS IS NOT A LEGAL INSTRUMENT
 The information above is for informational purposes only and is subject to change without notice. Information above is for informational purposes only and is not to be used to determine the location of any project or to determine the location of any project or to determine the location of any project.





Agenda Sheet for City Council:

Committee: PIES **Date:** 04/15/2024

Committee Agenda type: Consent

Date Rec'd

4/17/2024

Clerk's File #

OPR 2024-0324

Renews #

Cross Ref #

Council Meeting Date: 04/29/2024

Submitting Dept

WATER & HYDROELECTRIC SERVICES

Project #

Contact Name/Phone

LOREN SEARL 509-625-7821

Bid #

Contact E-Mail

LSEARL@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

ROCKWOOD NEIGHBORHOOD MOU

Agenda Wording

Rockwood Neighborhood Council has helped maintain a city owned parcel located at Rockwood & 12th.

Summary (Background)

The City and the Neighborhood Council both wish to continue this collaboration of efforts and memorialize this agreement and the responsibilities of each party.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

This agreement does not increase any budgetary strains for the city. It will ultimately reduce the efforts provided by the city and increase the aesthetics of this parcel.

Amount

Budget Account

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



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

SEARL, LOREN

Division Director

FEIST, MARLENE

Accounting Manager

ORLOB, KIMBERLY

Legal

HARRINGTON,

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

rrpenaluna@spokanecity.org

nrussell@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	PIES
Submitting Department	Water
Contact Name	Loren Searl
Contact Email & Phone	lsearl@spokanecity.org 625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Rockwood Neighborhood MOU
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	Historically, the Rockwood Neighborhood Council has helped maintain a city owned parcel located at Rockwood & 12 th . The City and the Neighborhood Council both wish to continue this collaboration of efforts and memorialize this agreement and the responsibilities of each party.
<p>Fiscal Impact</p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A</p> <p>Total Cost: Click or tap here to enter text.</p> <p>Current year cost:</p> <p>Subsequent year(s) cost:</p> <p>Narrative: <u>This agreement does not increase any budgetary strains for the city. It will ultimately reduce the efforts provided by the city and increase the aesthetics of this parcel.</u></p> <p>Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Specify funding source: Select Funding Source*</p> <p>Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> 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. 	

- 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?

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.



MEMORANDUM OF AGREEMENT
Between
the City of Spokane
and the Rockwood Neighborhood Council

This Memorandum of Agreement (“Agreement”) is made and effective on _____, 202____, by and between the City of Spokane, a municipal corporation located in the state of Washington (“City”), and the Rockwood Neighborhood Council (“Neighborhood Council, and the Rockwood Triangle subcommittee”), a Neighborhood Council, established under the City of Spokane Charter Section VII.

WHEREAS, the City has a traffic island, including planting beds, where Rockwood Blvd, intersects with 12th Avenue, respectively, in the Rockwood Neighborhood of Spokane (the “traffic island”); and

WHEREAS, the City desires the Neighborhood Council, to plant and maintain on the traffic island planning beds vegetation that the City deems satisfactory, and the Neighborhood Council desire the City to maintain the grass, trees, and irrigation system to a level that the Neighborhood Council deems satisfactory; and

WHEREAS, the Parties desire to memorialize their agreement as to the working arrangements necessary to complete the aforementioned project (the “Project”);

NOW, THEREFORE, the parties mutually agree as follows:

1. **The City’s Obligations** The City shall (a) provide a planting bed, including topsoil and irrigation system, on the Traffic Island; (b) allow the Neighborhood Council to choose reasonable species of plants on the Traffic Island; (c) maintain the irrigation system in a functioning manner; (d) maintain all areas of this island that are outside of the planter beds; (e) maintain all trees within the Traffic Island. The City reserves the right to require any sigh-obscuring vegetation be altered or removed so as to provide appropriate pedestrian or vehicular line of sight.

2. **The Neighborhood Council Obligations.** The Neighborhood Council shall (a) choose reasonable species of plants to plant on the Traffic Island; (b) obtain and plant these plants on the Traffic Island; (c) maintain these plants in reasonable condition, if necessary, replacing them; and (d) maintain the planting bed on the Traffic Island in reasonable condition by weeding them and, if necessary, replacing there lost or eroded topsoil. The Neighborhood Council shall communicate with the City before the installation of the plants to assure they do not create pedestrian or vehicular line of sight issues.

3. **Safety.** The Neighborhood Council and all participating residents shall take all necessary precautions while working in and around the Traffic Island, which are in the public right of way. The City does not assume liability for the safety of those volunteers working in and around the Traffic Island. Participating residents and their employees and agents shall not block or divert auto or bicycle traffic from any vehicle travel lanes, beyond momentarily crossing the travel lands to access the planters and improvements.

4. **Waiver and Release of Liability.** Each person participating on behalf of the Owners in performing the obligations of the Neighborhood Council under this Agreement shall sign a Waiver and Release of Liability provided by the City prior to participating in this project, which waiver shall release the City from liability for injuries occurring during the performance of the Owner's obligations under this Agreement.

5. **Indemnification.** The Neighborhood Council agree to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from or connected with the obligations performed or to be performed under this Agreement by the Neighborhood Council, their agents or employees to the fullest extent permitted by law. The participating residents are not hereby made liable for or bound to indemnify the City for any losses, damages or causes of action which result in property damage or bodily injury based upon the mere existence of such improvements or the design, construction or repair of such improvements by or on behalf of the City.

6. **Assignment and Delegation.** No party may assign its rights or delegate its duties created under this Agreement without every other party's prior written consent, which the other parties shall not unreasonably withhold. Notwithstanding the forgoing, the undersigned Owners may form a non-profit association of the participating Owners and delegate their duties under this Agreement to such association. Upon such delegation, the direct obligations of the undersigned Owners shall be of no further force or effect.

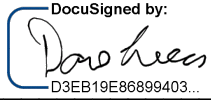
7. **Modification.** This Memorandum shall not be amended, altered, or otherwise changed except by written agreement signed by all parties, or their assignees or delegates.

8. **Term.** The provisions of this Memorandum shall remain in effect indefinitely from the date of signing. The City reserves the right to terminate this agreement for any reason upon thirty (30) days' notice, or immediately based upon any public health, safety, or welfare concerns.

9. **Governing Law.** This Agreement shall be construed in accordance with the laws of the state of Washington. Any dispute, or litigation arising from, or to enforce this Agreement shall be handled by a court of competent jurisdiction located in Spokane County, Washington.

10. **Entire Agreement.** This Memorandum is fully integrated and constitutes the final, complete, and exclusive statement of the agreement between the parties.

Agreed to by the parties on the _____ day of _____, 20__.

DocuSigned by:

D3EB19E86899403...

2/7/2024

Chair, Rockwood Neighborhood Council

_____, 20__.

City of Spokane

_____, 20__.

Approved as to form:

Attest:

Assistant City Attorney

Spokane City Clerk

**Agenda Sheet for City Council:****Committee:** Finance & Administration **Date:** 04/22/2024**Committee Agenda type:** Consent**Date Rec'd**

4/11/2024

Clerk's File #

OPR 2023-0017

Renews #**Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Project #**Contact Name/Phone**

DAWN KINDER 6443

Bid #

26242

Contact E-Mail

DKINDER@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Contract Item

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

1680- TRAC & THE SALVATION ARMY EXTENSION

Agenda Wording

Contract extension for TRAC Shelter effective May 1, 2024 for an additional month for \$700,000.

Summary (Background)

Contract extension for TRAC Shelter effective May 1, 2024 for an additional month for \$700,000. TRAC is operated by The Salvation Army and is to provide services 24/7/365 for 250 adults.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost

\$ 700,000.00

Current Year Cost

\$ 700,000.00

Subsequent Year(s) Cost

\$ 0.00

Narrative

Use of ARPA funds to extend the Salvation Army operating the TRAC Shelter for a month to supply beds and services.

Amount**Budget Account**

Expense

\$ 700,000.00

1425-88155-57215-54201-97236

Select

\$

#

Select

\$

#

Select

\$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	CULTON, RICHARD
<u>Division Director</u>	KINDER, DAWN
<u>Accounting Manager</u>	MURRAY, MICHELLE
<u>Legal</u>	HARRINGTON,
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

<u>ACCOUNTING -</u>	MURRAY, MICHELLE
<u>PURCHASING</u>	NECHANICKY, JASON

Distribution List

david.cain@usw.salvationarmy.org	dkinder@spokanecity.org
arielleanderson@spokanecity.org	jnechanicky@spokanecity.org
sbrown@spokanecity.org	laga@spokanecity.org
aduffey@spokanecity.org	dnorman@spokanecity.org

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	4/22/24
Submitting Department	Community, Housing, and Human Services
Contact Name	Dawn Kinder
Contact Email & Phone	Dkinder@spokanecity.org , 6443
Council Sponsor(s)	<u>Zappone, Bingle, Klitze</u>
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	1680- TRAC and The Salvation Army Extension
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	Contract extension for TRAC Shelter effective May 1, 2024 for an additional month for \$700,000. TRAC is operated by The Salvation Army and is to provide services 24/7/365 for 250 adults.
*use the Fiscal Impact box below for relevant financial information	
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>700,000.00</u> Current year cost: Subsequent year(s) cost:	
Narrative: <u>Use of ARPA funds to extend the Salvation Army operating the TRAC Shelter for a month to supply beds and services.</u>	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	
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 extension would allow for excluded community members to have a location to safely reside.	
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 will be collected in compliance with CMIS.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? Data will be available for review with other shelter data.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? The extension will have us in compliance with SMC code.	



City of Spokane

CONTRACT AMENDMENT/EXTENSION

Title: TRAC Shelter Amendment C with The Salvation Army

THIS CONTRACT AMENDMENT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and THE SALVATION ARMY, whose address is 222 E Indiana Avenue, Spokane, WA 99207, as ("Grantee"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Grantee agreed to ADMINISTER SERVICES AND OPERATE A SHELTER FOR THOSE EXPERIENCING HOMELESSNESS AT THE "TRENT RESOURCE AND ASSISTANCE CENTER " OR "TRAC"; and

WHEREAS, additional work and time to perform has been requested, and thus the Original Agreement term for performance needs to be formally extended; and

WHEREAS, additional funds are necessary to complete the Project; and

WHEREAS, the Grantee agrees to the ARPA Terms and Conditions as attached; and

WHEREAS, the parties agree to modify the corresponding Project budget and to supplant the original Agreement billing form Attachment referenced as part of the original Agreement documents;

-- Now, Therefore, the parties agree as follows:

1. **CONTRACT DOCUMENTS**. The original Contract dated January 9, 2023, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE**. This Contract Amendment/Extension shall become effective on May 1, 2024.

3. **ADDITIONAL WORK.** The Scope of Work of the original Contract is amended to add the following:

Section No. 3 - Budget

The total amount the City shall pay the Grantee is increased by **SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00)**, which equates to a new total Agreement amount not to exceed **THIRTEEN MILLION FIVE HUNDRED SEVENTY THOUSAND FIVE HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$13,570,586.00)** for everything furnished and done under the original Agreement and this Amendment.

The original Agreement BUDGET chart is modified as follow this budget chart entirely replaces the budget chart portrayed in ATTACHMENT D (page 20) of the original Agreement:

<u>Category</u>	<u>Amount</u>
SHELTER OPERATIONS 2022	\$1,097,322.00
SHELTER OPERATIONS 2023	\$4,543,264.00
SHELTER OPERATIONS AMENDMENT A	\$3,500,000.00
SHELTER OPERATIONS AMENDMENT B	\$3,730,000.00
SHELTER OPERATIONS AMENDMENT C	\$700,000.00
TOTAL	\$13,570,586.00

SHELTER OPERATIONS AMENDMENT C SPENDING ALLOWABILITY
PER MONTH

May 2024	\$700,000.00
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Attachment B – Services to be performed, section 1.b.1. Intake and sheltering services shall operate twenty-four hours a day, seven days a week, 365 days a year (24/7/365) for up to **two hundred fifty (250)** adults in accordance with normal shelter operations and any relevant health or pandemic social distancing requirements.

4. **EXTENSION.** The contract documents are hereby extended and shall run through May 31, 2024.

5. **COMPENSATION.** The City shall pay Grantee a maximum amount not to exceed **SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS, (\$700,000.00)**, for everything furnished and done under this Contract Amendment/Extension.

General Terms & Conditions

1. CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04A of the Spokane Municipal Code. Proposers shall familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

All materials submitted to the City in responses to this competitive procurement shall become the property of the City.

All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. Chapter 41.56 RCW.

When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records.

The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.

3. OWNERSHIP OF DOCUMENTS

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other material created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Firm or the Firm's subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute "work made for hire" as defined by U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Firm uses to perform this Agreement, but is not created, prepared, constructed, assembled, made, performed or otherwise produced for, or paid for, by the City is owned by the Firm and is not "work made for hire" within the terms of this Agreement.

4. ACCEPTANCE PERIOD

Proposals shall remain in effect for ninety (90) days for acceptance by the City from the due date for receipt of Proposals.

5. COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

6. INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to Chapter 39.34 RCW. In submitting a response, the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

7. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Debriefing conferences may be conducted in person or on the telephone.

8. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

The City encourages participation in all of its contracts by Firms certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Proposers may contact OMWBE at (360)753-9693 to obtain information on certified Firms.

9. 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 Firm 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 Firm.

10. 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 and currently being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://dor.wa.gov> or 1-360-705-6741 to obtain a business registration. If the Firm 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. PAYMENT

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

12. 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.

13. DISPUTES

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

14. TERMINATION

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings, and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

15. LIABILITY

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive

termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

16. INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability 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 Firm's services to be provided under this contract.
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident, or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

As evidence of the insurance coverages required by this contract, the Firm shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

SPECIFIC GRANT RELATED LANGUAGE

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY AND VOLUNTARY EXCLUSION

A certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm, 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.
- 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.

18. CERTIFICATION REGARDING LOBBYING

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Firms who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

A Certification Form is attached and included in this Request for Proposal by reference as Attachment A “Certification Regarding Lobbying”. The Proposer is required to sign and submit this Form with Proposal. The Proposer certifies by signing and submitting this Proposal, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Proposer also agrees by submitting his or her Proposal, that he or she shall require that the language of this certification be included in all lower tier subcontracts. Which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

19. DOMESTIC PREFERENCE

200.322 (a) As appropriate and to the extent consistent with law, the non-Federal entity should to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

20. CLEAN AIR ACT

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Firms and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CONFORMANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

22. MAINTENANCE OF RECORDS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved.

23. CONFERENCE ROOMS

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

24. AMERICANS WITH DISABILITIES ACT INFORMATION (ADA)

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The City in accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA) commits to nondiscrimination in all of its programs and activities. The Firm 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 Firm.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

This material can be made available in an alternate format by request through ProcureWare question tab or by calling (509) 625-6400.

25. TITLE VI STATEMENT

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/22/2024

Committee Agenda type: Discussion

Date Rec'd

4/17/2024

Clerk's File #

OPR 2024-0325

Renews #

Cross Ref #

Council Meeting Date: 04/29/2024

Submitting Dept

CITY COUNCIL

Project #

Contact Name/Phone

DAWN KINDER 6443

Bid #

Contact E-Mail

DKINDER@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Contract Item

Council Sponsor(s)

MCATHCART BWILKERSON

Agenda Item Name

0320 - APPROVAL OF LOAN DOCUMENTS FOR HIFUMI EN APARTMENT

Agenda Wording

Approval of Loan Documents for Hifumi En Apartment Project

Summary (Background)

More than one year ago the City Council approved a slate of affordable housing projects funded by 1590 revenues as well as other funding sources, with a general instruction allowing drafting and execution of documents necessary to fulfill the proposals. Upon the recommendation of the legal department, Council is asked to review and approve the relevant loan documents for the Hifumi En Apartments, which commits the amount of \$2,581,320 in 1590 funds.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 2,581,320

Current Year Cost \$ 2,581,320

Subsequent Year(s) Cost \$ unknown

Narrative

Amount

Budget Account

Expense \$ 2,581,320

1590 fund

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

Division Director

Accounting Manager

Legal

For the Mayor

Additional Approvals

Distribution List

Committee Briefing Paper

Finance & Administration Committee

Committee Date	04/22/2024
Submitting Department	NHHS
Contact Name	Dawn Kinder
Contact Email & Phone	dkinder@spokanecity.org / 625-6443
Council Sponsor(s)	Betsy Wilkerson Michael Cathcart
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 minutes
Agenda Item Name	Approval of Loan Documents for Hifumi En Apartment Project
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>More than one year ago the City Council approved a slate of affordable housing projects funded by 1590 revenues as well as other funding sources, with a general instruction allowing drafting and execution of documents necessary to fulfill the proposals. The approval was provided on a voice vote on the consent agenda without actual project documents included. Upon the recommendation of the legal department, Council is asked to review and approve the relevant loan documents for the Hifumi En Apartments, which commits the amount of \$2,581,320 in 1590 funds. The project was described as follows in March 2023:</p> <p style="text-align: center;">“Sales and Tax Use Revenue Funding, \$2,581,320.00, Spokane Housing Authority, Hifumi En Apartments. Housing for elderly and disabled households. The project consists of demolishing the current 41-unit apartment complex built in 1972 and replacing it with an 86-unit new construction apartment complex at the same location. Award to meet remaining gap funding need. This is Spokane County's one Metro Pool 9% LITC project for 2022.”</p> <p>Loan documents are included in the package. If approved by the Finance Committee the item may appear on the council consent agenda for April 22, assuming a rules suspension to allow to be considered before April 29.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: \$2,581,320 Current year cost: \$2,581,320 Subsequent year(s) cost: None known Narrative: Allocation of 1590 Funds for affordable housing Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Taxes Is this funding source sustainable for future years, months, etc? Yes Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A	

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?
1590 Funds are allocated to provide affordable housing, which is lacking in historically marginalized 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?

Unknown at this time

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

Unknown at this time

- 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 Hifumi En Apartment project aligns with current city efforts to increase the inventory of affordable housing in Spokane

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

By Spokane Municipal Code use of 1590 Funds under SMC 08.07 is to be approved by the Housing Action Subcommittee. The HAS was only recently populated formally by council resolution. The proposed contract approval for the Hifumi En loan documents enables construction to begin on the project.

**LOAN AGREEMENT
(HIFUMI EN LLLP)**

THIS LOAN AGREEMENT (“Agreement”) is entered into as of May [___], 2024 by and between the CITY OF SPOKANE, WASHINGTON, a political subdivision of the State of Washington (“Lender”), and HIFUMI EN LLLP, a Washington limited liability limited partnership (“Borrower”). Lender hereby agrees to make a loan (the “Loan”) to Borrower in the maximum aggregate principal amount of TWO MILLION FIVE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$2,581,320.00) for the purposes and subject to the terms and conditions set forth below. In consideration of the mutual covenants contained herein, Borrower and Lender agree as follows:

1. Loan Proceeds. The proceeds of the Loan shall be used by the Borrower to finance a portion of the construction and/or rehabilitation of a three-story, 88-unit affordable housing project to be built at 926 E 8th Avenue, Spokane, Washington, to be known as the Hifumi En Apartments (the “Project”).

2. Loan Documentation and Security. The Loan shall be evidenced by a promissory note from Borrower to Lender in the amount of \$2,581,320.00 (the “Note”). Repayment of the Note shall be secured by a subordinate leasehold deed of trust, assignment of leases and rents, security agreement and fixture filing (the “Deed of Trust”) on the property legally described on attached Exhibit A (the “Real Estate Collateral”) in form acceptable to Lender. See attached Exhibit B for Uses of Funds. Borrower shall provide Lender at closing, at Borrower’s expense, with an ALTA extended coverage mortgagee’s title insurance policy insuring the Deed of Trust as a valid financial lien against the Real Estate Collateral, subject only to such exceptions as are allowed by Lender and containing such endorsements as required by Lender in its discretion (the “Title Policy”). Borrower shall also execute and deliver to Lender a Certificate and Indemnity Agreement Regarding Hazardous Substances with respect to the Real Estate Collateral (the “Indemnity Agreement”) in such form as Lender may require. The Note, this Agreement, and all other documents which evidence, secure, or relate to the Loan are hereinafter referred to collectively as the “Loan Documents.”

3. Disbursement and Use of Loan Proceeds. The loan proceeds shall be disbursed and used as follows:

3.1 Initial Disbursement. If applicable, the initial disbursement of loan proceeds shall be made at closing and only upon satisfaction of all conditions to such disbursement set forth herein; shall be as approved by the Lender in the final HUD-1 Settlement Statement. Such initial disbursement shall include, at a minimum, payment of the Lender’s outside counsel legal expenses and all closing costs related to the Loan closing, unless such costs are to be paid by other sources.

3.2 Subsequent Disbursements. All subsequent disbursements covering eligible and allocable Project costs shall be reimbursable on a pro rata basis, as determined by

dividing the total development costs by the amount of the Loan or as otherwise determined by the Lender in its sole discretion.

4. Conditions to Disbursements.

4.1 Conditions to Initial Disbursement. Lender shall make the initial disbursement to Borrower only upon satisfaction of the following conditions:

(a) Borrower shall have complied with all terms and conditions of Lender's loan commitment to Borrower dated on or about the date hereof (the "Commitment Letter"), regardless of whether specified herein.

(b) Borrower shall have executed and delivered all documents required hereunder to evidence and secure the Loan;

(c) The title insurer insuring the lien of the Deed of Trust shall be irrevocably committed to issue to Lender the title policy described herein;

(d) Borrower shall have provided Lender with satisfactory evidence that the casualty and liability insurance is in place as required pursuant to the Commitment Letter and Deed of Trust;

(e) Borrower shall have submitted to Lender such environmental reports on the Real Estate Collateral as Lender may require and Lender shall be satisfied with such reports;

(f) Lender shall have been provided with copies of executed resolutions of Borrower authorizing the Loan; and

(g) To the extent such fees and costs are not being funded from the initial disbursement, Borrower shall have paid all such costs and fees payable by Borrower in connection with the Loan.

5. Interest Rate. The Loan shall bear interest at the rate as provided for in the Note.

6. Payment. The Loan shall be repaid as provided for in the Note.

7. Reporting Requirements. Borrower shall deliver to Lender: (a) annual reviewed financial statements for Borrower including, without limitation, a balance sheet and income and expense statement, no later than 270 days after the end of each fiscal year; and (b) annual verification that all properties securing this Loan are maintained in their current operating condition and in compliance with the Deed of Trust.

All reports required hereunder shall be complete and accurate and shall be signed by an authorized officer of the Borrower, which signature shall be deemed a representation and warranty of the completeness and accuracy of such reports or statements. Unless otherwise

specified, all reports shall be delivered within thirty (30) days of the end of the applicable reporting period.

8. Use of Loan Proceeds for Political Activities Prohibited. Borrower is prohibited from using any portion of the Loan proceeds for certain political activities including, without limitation, lobbying, the distribution of propaganda, or participation in campaigns or elections. Borrower shall not use any portion of the Loan for such prohibited purposes. In the event any Loan proceeds are used for such purposes, Borrower shall pay to Lender on demand all Loan proceeds used in violation of the foregoing covenant and shall reimburse Lender immediately on demand for all costs, expenses and liabilities incurred by Lender (including attorneys' fees and costs), as a result of Borrower's improper use of such funds.

9. Lender Review of Borrower's Operations. Borrower shall at all reasonable times permit Lender and/or its agents to enter upon the Project for the purpose of monitoring the operations of the Project. For purposes of such investigation, Borrower shall, and shall instruct its employees and agents to, discuss Borrower's activities with respect to the Project with Lender and its agents or funders. Borrower shall also permit Lender and its agents to enter at all reasonable times any other premises where Borrower's records are maintained to review Borrower's financial statements and all other records relating to the Property. Borrower shall maintain backup documentation for all costs covered from Lender loan proceeds.

10. Advertising. Borrower agrees that Lender may include information regarding the Loan in its public reports and may refer to the Loan in press releases. Throughout the term of the Loan, Borrower shall identify Lender as a funding source in all printed materials, signage and other publicity which identifies sources of Property financing.

11. No Assignment or Delegation. Borrower may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written consent of Lender, which may be granted or withheld by Lender in its sole discretion.

12. Entire Agreement; No Waiver. This Agreement and the other Loan Documents represent the entire agreement of the parties and supersede and replace in their entirety any previous oral or written agreements, discussions or negotiations of the Borrower and Lender with respect to the Loan. No conditions or provisions of the Loan can be waived unless approved in writing by Lender, and Lender's failure to insist upon the strict performance of any provisions of the Loan Documents, or to exercise any right based upon a breach of contract, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under the Loan. If any provision of the Loan or its application to any person or circumstances is held to be invalid by a court with legal jurisdiction, that provision shall be severed and shall not affect the validity of the rest of the Loan Documents.

13. Default/Remedies. In the event Borrower fails to perform its obligations hereunder or under the other Loan Documents, including its repayment obligations, and upon the expiration of the applicable grace period, if any, for the curing of such default specified in the Note, Lender may in its sole discretion declare the entire outstanding principal balance of the Loan immediately due and payable and/or may pursue any other remedy available to Lender under the Loan Documents and applicable law.

14. Notices. All notices, certificates or other communications to the Lender and/or to the Borrower required under the Loan Documents shall be in writing and shall be sufficiently given and shall be deemed given on the business day on which the same have been personally delivered (either by messenger or courier service which guarantees next day delivery) or (if not by such messenger or by courier service), on the third business day following the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Lender: City of Spokane
Department of Community, Housing, and Human Services
808 W. Spokane Falls Blvd, Room 650
Spokane, WA 99201
Attention: Richard Culton

With a copy to: James Richman, Esq.
Office of the City Attorney
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3326

If to the Borrower: HIFUMI EN LLLP
c/o Spokane Housing Authority
25 West Nora Avenue
Spokane, WA 99205
Attn: Executive Director

The address for notices may be changed from time by either party by written notice given in the manner provided herein. All notices given to Lender by Borrower shall reference the applicable Program Action Number.

15. Closing Costs. Borrower shall pay at loan closing all costs associated with the negotiation, documentation and closing of the Loan, including without limitation title premiums escrow fees, recording fees, appraisal fees and Lender's attorneys' fees.

16. Indemnity. Borrower agrees to defend, indemnify and hold harmless Lender and all of its past and present officers, directors, agents, employees, predecessors, successors, transferees, assigns, and all other persons and entities, whether described herein or otherwise (collectively, the "Indemnified Parties" and individually, "Indemnified Party"), from and against any and all claims, demands, causes of action, actions, rights, liabilities, contract obligations, damages, attorney's fees and costs, at law or in equity or otherwise (collectively, the "Liabilities"), resulting from any misrepresentation by Borrower with respect to the transactions described herein, or from any breach by Borrower of their obligations hereunder or under any other document executed or delivered by Borrower in connection with the transactions described herein, except to the extent such Liabilities are caused by the gross negligence or willful misconduct of such Indemnified Party.

17. Acceptance of Loan Terms. By signing this Agreement and the other Loan Documents, the parties agree to be bound by all their terms and conditions. Borrower represents and warrants that the individual signing the Loan Documents is an authorized officer or agent of Borrower.

18. Governing Law. Except to the extent that Federal law controls, this Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. Counterparts. This Loan Agreement may be executed in counterparts, each taken together with the other counterparts shall constitute one instrument, binding and enforceable against each signatory to any counterpart instrument. Any facsimile signature shall be accepted as an original if containing a copy of the original signature notwithstanding that the original has not been received.

20. USA Patriot Act Notice. The Lender hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), Lender is required to obtain, verify and record information that identifies Borrower, which information includes the name and address of Borrower and other information that will allow Lender to identify Borrower in accordance with the Act.

[END OF TEXT]

DATED as of the day and year first above written.

PLEASE BE ADVISED THAT ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BORROWER:

HIFUMI EN LLLP, a Washington limited liability limited partnership

By: Spokane Housing Authority, a public body corporate and politic of the State of Washington

Its: General Partner

By: _____
Pamela J. Parr, Executive Director

LENDER:

CITY OF SPOKANE, WASHINGTON

By: _____
Lisa Brown, Mayor

ATTEST:

By: _____
Terri L. Pfister, City Clerk

Approved as to form:

By: _____
James Richman
City of Spokane, Office of the City Attorney

EXHIBIT A
LEGAL DESCRIPTION

Resultant Adjustment Parcel A of Boundary Line Adjustment Z24-061BLA, recorded under Auditors file number 7336295 described as follows:

Tracts A, B, C, D, E, and F of Lot 1, Tracts A, B, C, D, E, and F of Lot 3, all of Lot 5, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7, and 8 of Hartson's and Townsend's Highland Park Addition, according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH The West half of Lot 6, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7, and 8 of Hartson's and Townsend's Highland Park Addition according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH The West half of Lot 4, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7 and 8 of Hartson's and Townsend's Highland Park Addition, according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH Those portions of vacated Conklin Street that attach by operation of law to the above described parcels. Conklin Street being vacated in City of Spokane Ordinance No. C36421 (Auditor's No. 7328869).

TOGETHER WITH That portion of Vacated Conklin Street by Ordinance C36421 recorded under AF No. 7328869 abutting Lot 2, Block 8 of Hartson's Subdivision Plat Book C, Page 26, filed on June 7, 1890, described as follows:

The Eastern 30' of the Northern 119.73 feet of vacated Conklin Street, South of 8th Avenue, as platted in Hartson's Subdivision Plat Book C, Page 26, filed on June 7, 1890,

Situate in the City of Spokane, County of Spokane, State of Washington.

Exhibit A

EXHIBIT B

SOURCES/USES OF PROJECT FUNDS (ESTIMATE)

SOURCES OF PROJECT FUNDING

CITY OF SPOKANE - 1590 Funds	\$2,581,320
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USES OF PROJECT FUNDING

Construction Costs	\$2,581,320
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**PROMISSORY NOTE
(HIFUMI EN LLLP)**

\$2,581,320.00 (U.S.)

Spokane, Washington
May [___], 2024 (the "Effective Date")

FOR VALUE RECEIVED, the undersigned ("Borrower") promises to pay to the order of City of Spokane, Washington, a political subdivision of the State of Washington ("Lender"), at its office at City of Spokane, c/o Department of Community, Housing and Human Services, 808 W. Spokane Falls Blvd, Room 650, Spokane, WA 99201, or at such other place as Lender may from time to time designate in writing, the sum of TWO MILLION FIVE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$2,581,320.00) (the "Loan Amount"), or so much as may have been disbursed hereunder from time to time, in lawful money of the United States, from the date of each advance until repaid as provided for below. This Note has been executed and delivered by Borrower in connection with a loan from Lender (the "Loan") which is being made pursuant to a loan agreement of even date herewith between Borrower and Lender (the "Loan Agreement") to which reference is made for full particulars.

1. Payment Terms.

The Loan Amount shall bear interest on the unpaid principal from the date hereof at one percent (1%) per annum simple, non-compounding interest (the "Applicable Rate") to December 31, 2065 (the "Maturity Date"). So long as Borrower has not defaulted under this Note or any other loan documents related to the Loan beyond any applicable cure period, all payments of principal or interest shall be deferred until the Maturity Date.

Unless otherwise fully prepaid in the event of a loan default or otherwise due to the sale, refinancing or other disposition of the Project, all loan payments will be deferred and there will be a balloon payment at the Maturity Date in an amount sufficient to bring the remaining balance of unpaid principal and interest owed to zero.

2. Prepayment.

This Loan may be prepaid at any time during the term of the Loan with no prepayment premium or penalty subject to the terms of Section 4.1.2 below.

3. Lender Security.

The Note is secured by a junior lien leasehold deed of trust, security agreement, assignment of leases and rents and fixture filing of even date herewith (the "Deed of Trust") executed by Borrower and encumbering Borrower's interest in certain real property located in Spokane County, Washington more particularly described therein. The Deed of Trust, Affordability Covenant and any other loan documents which secure repayment of this Note or

assure performance of the Borrower under the Lender loan documents are hereinafter referred to as the “Security Documents”.

4. Default; Remedies.

4.1 Default; Prepayment Premium.

4.1.1 General.

Except as otherwise provided herein, if Borrower fails to do any of the following: (i) make any payment required hereunder when due, (ii) sells, transfers, refinances the Property unless the Borrower obtained prior written consent or waiver of the Lender or (iii) defaults in the keeping of any other term, representation or covenant of this Note, the Loan Agreement, the Deed of Trust, the Affordability Covenant or other Lender loan documents, or if any materials submitted by Borrower to Lender in connection with the Loan prove to be false or misleading in any material respect, and upon the expiration of the cure period, if any, specified in Section 4.2 below, then, at the option of Lender, and in addition to such other remedies as are available to Lender under applicable law and under the Security Documents, the entire unpaid principal balance of this Note, together with all accrued and unpaid interest and all other sums owing hereunder, under the Loan Agreement or under the Security Documents, shall become immediately due and payable in full. Failure to exercise this option shall not waive the right to exercise the same in the event of any subsequent default.

4.1.2 Prepayment Premium.

If an Event of Default occurs pursuant to Section 4.1.1 above and is not cured, the Borrower shall pay all principal, interest, charges, and other costs related to such acceleration of payment due in the normal course of events and, in addition, shall pay a prepayment premium equal to the product obtained by multiplying (i) the entire unpaid principal balance of the Note at the time of prepayment, times (ii) eight percent (8%).

4.2 Notice and Opportunity to Cure Defaults.

Lender agrees not to exercise any of the remedies for default specified in Section 4.1 above unless and until: (a) if the default consists of a violation to pay money, Lender has given Borrower written notice of the default and Borrower has failed to cure the default within five (5) days of receipt of such notice; or (b) if the default consists of a violation of a covenant other than a covenant to pay money, Lender has given Borrower at least thirty (30) days notice of such default and Borrower has failed to cure the default within such thirty (30) day period, provided no such notice must be given if the default was deliberate or immediate action is needed to protect Lender’s security, and provided further if the default is one that is capable of being cured, but cannot with due diligence be cured within thirty days, such thirty day period shall be deemed extended, to a maximum of ninety (90) days from the date of the original default, if Borrower advises Lender of its intention to cure within thirty days of the original default notice and prosecutes the curing of the default with all due diligence.

4.3 Attorneys' Fees.

In the event of any default under this Note or in the event of any dispute relating to the enforcement, interpretation or performance of this Note or the other documents evidencing or securing the Loan, Borrower shall pay all fees and expenses incurred by Lender in connection therewith, with or without suit, including but not limited to the fees of attorneys, accountants, appraisers, environmental inspectors, consultants, expert witnesses, arbitrators, mediators, and court reporters. Without limiting the generality of the foregoing, Borrower shall pay all such costs whether incurred in bankruptcy or insolvency proceedings, arbitration or other alternative dispute resolution proceedings, and settlement negotiations.

4.4 Additional Costs.

In addition to all other sums owing hereunder, Borrower shall pay to Lender all fees, penalties or other costs incurred by Lender as a result of any Event of Default by Borrower hereunder (irrespective of whether such default is ultimately cured).

5. Miscellaneous.

5.1 Waivers.

Borrower hereby waives presentment for payment, demand and notice of nonpayment, protest or dishonor of this Note.

5.2 Reporting Requirements.

At Lender's sole discretion, unless the same has already been requested/provided pursuant to the Loan Agreement, Borrower shall deliver to Lender: (a) Annual reviewed financial statements for Borrower including, without limitation, a balance sheet and income and expense statement, no later than 180 days after the end of each fiscal year; and (b) Quarterly verification that all properties securing this Loan are maintained in their current operating condition and in compliance with the Deed of Trust.

5.3 Headings.

The headings to the various sections have been inserted for convenience of reference only and do not define, limit, modify, or expand the express provisions of this Note.

5.4 Governing Law.

Except to the extent that Federal law controls, this Note shall be governed by and construed in accordance with the laws of the state of Washington.

5.5 Time of Essence.

Time is of the essence of this Note and each and every provision hereof.

5.6 Final Agreement.

This instrument represents the entire agreement and final expression of the parties hereto with respect to the subject matter hereof, and supersedes any oral agreements or representations relating thereto.

5.7 Nonrecourse.

Notwithstanding anything to the contrary herein, Borrower, its members and partners and their respective members, partners, officers, directors, employees, agents and contractors shall have no personal liability for payment of the indebtedness evidenced hereby or performance of the covenants set forth in this Note, the Affordability Covenant, the Security Documents or the Loan Agreement (collectively, the “Loan Documents”), and the sole recourse of the holder of this Note shall be confined to the exercise of its rights under the Loan Documents, provided that nothing shall diminish Borrower’s liability for damages or deficiencies resulting from theft, waste, fraud, material misrepresentation and misuse of rents.

[END OF TEXT]

DATED as of the day and year first above written.

PLEASE BE ADVISED THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

HIFUMI EN LLLP, a Washington limited liability limited partnership

By: Spokane Housing Authority, a public body corporate and politic of the State of Washington

Its: General Partner

By: _____
Pamela J. Parr, Executive Director

AFTER RECORDING RETURN TO:

City of Spokane,
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201
Attention: Richard Culton

**LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

(HIFUMI EN LLLP)

GRANTOR:	HIFUMI EN LLLP, a Washington limited liability limited partnership
GRANTEE #1 (Trustee):	TICOR TITLE COMPANY
GRANTEE #2 (Beneficiary):	CITY OF SPOKANE, WASHINGTON
ABBREVIATED LEGAL DESCRIPTION:	Resultant Adjustment Parcel A of Boundary Line Adjustment Z24-061BLA
ASSESSOR'S TAX PARCEL ID NUMBER:	35204.0826

THIS LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (“Deed of Trust”) is made this [] day of May, 2024, among HIFUMI EN LLLP, a Washington limited liability limited partnership (“Grantor” or “Borrower”), whose mailing address is c/o Spokane Housing Authority, 25 West Nora Ave, Spokane, WA 99205, Attn: Executive Director; TICOR TITLE COMPANY (“Trustee”), whose address is 1330 N. Washington St., Ste. 3525, Spokane, WA 99201; and CITY OF SPOKANE, WASHINGTON (“Beneficiary” or “City”), whose address is c/o Community, Housing and Human Services Department, 808 W. Spokane Falls Blvd., Spokane, WA 99201.

Grantor hereby grants, bargains, sells and conveys to Trustee, in trust, with power of sale, all Grantor’s present and future right, title and interest in the real property located in Spokane County, Washington described in EXHIBIT A attached to this Deed of Trust (the “Land”), together with all of Grantor’s interest in all estate, easements, water and mineral rights, rights in any streets or alleys adjoining the Land, and other rights or interests appurtenant to the Land; all buildings, structures, and improvements at any time situated thereon; all facilities, fixtures, machinery, apparatus, installations, goods, furniture, equipment, inventory, and other properties (including without limitation all heating, ventilating, air conditioning, plumbing and electrical equipment, all elevators and escalators, all sprinkler systems, all engines and motors, all lighting, laundry, cleaning, fire prevention and fire extinguishing equipment, all ducts and compressors, all refrigerators, stoves, and other appliances, attached cabinets, partitions, rugs, carpets and draperies, all building materials and supplies, and all construction forms, tools, and equipment) now or hereafter located in or used or procured for use in connection with the Land; together with all contracts, agreements, permits, plans, specifications, drawings, surveys, engineering reports, and other work products relating to the construction of the existing or any future improvements on the Land, and any and all rights of Grantor in, to, or under any architects’ contracts or construction contracts relating to the construction of the existing or any future improvements on the Property (as hereafter defined), and any performance and/or payment bonds issued in connection therewith; together with all trademarks, trade names, copyrights, computer software, and other intellectual property used by Grantor in connection with the Property, together with any and all rights of Grantor without limitation to make claim for, collect, receive, and receipt for any and all rents, income, revenues, issues, royalties, and profits, including mineral, oil, and gas rights and profits, insurance proceeds, condemnation awards, and other moneys payable or receivable from or on account of any of the Property, including interest thereon, or to enforce all other provisions of any agreement (including those referred to above) affecting or relating to any of the Property, together with any and all rights of Grantor in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements, and general intangibles relating to any of the Property, including, without limitation, income and profits derived from the operation of any business on the Property or attributable to services that occur or are provided on the Property or generated from the use and operation of the Property and together with all books and records of Grantor relating to the foregoing in any form and all

computer software necessary or useful to reading such books and records; all of Grantor's rights as landlord in and to all existing and future leases and tenancies of all or any portion of the Property, whether written or oral, and whether for a definite term or month to month or otherwise, including all renewals and extensions thereof and guaranties thereof, and all rents, deposits and other amounts received thereunder; and all books and records of Grantor relating the foregoing (all of the foregoing rights and interests together with all proceeds of the foregoing being referred to herein as the "Property"). To the extent that the grant of a security interest in any part of the Property that is owned by Grantor as of the date hereof requires the consent of a third party, Grantor represents and warrants to Beneficiary that such consent has been obtained. To the extent that the grant of a security interest in any part of the Property that is acquired by Grantor subsequent to the date hereof (including, without limitation, plans and architectural drawings, permits, or construction contracts) requires the consent of a third party, Grantor will obtain such consent upon demand by Beneficiary.

IT IS MUTUALLY AGREED THAT:

1. Obligation Secured. This Deed of Trust is for the purpose of securing (a) performance of each agreement of Grantor herein contained; (b) payment of all amounts at any time owed under the terms of a promissory note of even date herewith in the original principal amount of TWO MILLION FIVE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$2,581,320.00) (the "Note"), made by Grantor, payable to Beneficiary or order, and all renewals, modifications and extensions thereof; (c) payment and performance by Grantor of its obligations under the Loan Agreement of even date herewith (the "Loan Agreement") executed by Grantor in connection with the loan secured hereby (the "Loan"); and (d) repayment of any and all sums advanced or expenditures made by Beneficiary at any time for the maintenance or preservation of the Property or to protect the priority thereof, or to satisfy any obligation secured by a lien that is or may become senior to the lien hereof. PROVIDED, HOWEVER, that in no event shall the Certificate and Indemnity Agreement Regarding Hazardous Substances of even date herewith (the "Indemnity Agreement") executed by Grantor for the benefit of Beneficiary, or the substantial equivalent of any obligation set forth therein, be secured hereby, notwithstanding any provision hereof seemingly to the contrary.

2. Security Agreement. To the extent any of the Property is personal property, Grantor, as debtor, grants to Beneficiary, as secured party, a security interest therein together with a security interest in all other personal property of whatsoever nature that is located on, used, or to be used in connection with any of the Property, and any products or proceeds of any thereof, pursuant to the Uniform Commercial Code of the state of Washington (the "UCC"), on the terms and conditions contained herein. Beneficiary hereby assigns such security interest to Trustee, in trust, for the benefit of Beneficiary to be dealt with as a portion of the "Property" except as otherwise specified

herein. Grantor authorizes Beneficiary to file such Uniform Commercial Code Financing Statements listing Grantor as Debtor and Beneficiary as Secured Party as Beneficiary deems necessary or advisable to perfect the security interest herein granted.

3. Fixture Filing. This instrument shall be deemed to be a Fixture Filing within the meaning of the Washington Uniform Commercial Code to the extent any of the collateral described herein constitutes or will constitute fixtures. For such purpose, the name and address of Debtor and Secured Party, respectively, are the Grantor's and the Beneficiary's names and addresses, respectively, as specified in the introductory paragraph of this instrument. The description of the real estate to which the collateral is attached or upon which it is or will be located is as set forth on Exhibit A hereto. Grantor is the record leasehold interest owner of the real estate.

4. Grant in Trust. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the purpose of securing payment and performance of the Secured Obligations, as described in Section 1 herein, for the benefit of Beneficiary, Borrower hereby irrevocably and unconditionally grants, transfers, bargains, conveys and assigns to Trustee, in trust, with power of sale and right of entry and possession, and grants a security interest in, all estate, right, title and interest that Borrower now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Collateral"):

- (a) Land, Appurtenances, Easements. A leasehold interest in that certain real property located in Spokane County, Washington, more particularly described in EXHIBIT A attached hereto and incorporated herein by this reference, together with all existing and future easements and access rights (collectively, the "Land") pursuant to that certain Ground Lease, dated on or about the date hereof (the "Ground Lease"), by and between the Spokane Housing Authority, a public body corporate and politic of the State of Washington, as lessor ("Ground Lessor") and Borrower as lessee;
- (b) Improvements. All buildings, structures, and improvements now located or later to be constructed on the Land (the "Improvements");
- (c) Related Real Property and Improvements. All real property and improvements located thereon, and all appurtenances and other property and interests of any kind or character, whether described in EXHIBIT A or not, that may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and Improvements;

- (d) Leases and Licenses. All existing and future leases, subleases, subtenancies, licenses, occupancy agreements, and concessions relating to the use and enjoyment of all or any part of the Project (defined below) (collectively, but excluding the Ground Lease, which is separately defined herein, the “Leases”), including, without limitation, all leases by or through Borrower as lessor, written or oral, now in existence or hereafter arising, all other agreements for the use and occupancy of all or any portion of the Project, and any and all extensions or renewals thereof, and any and all deposits, guaranties and other agreements relating to or made in connection with any of the Leases;
- (e) Rent, Issues and Profits. All income, rents, security or similar deposits, revenues, issues, royalties, profits, leases, earnings, products and proceeds of the Land or Improvements, including, without limitation, all rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, reimbursements, insurance or condemnation proceeds, and payments and deposits of any kind related to the Collateral;
- (f) Goods, Materials, Fixtures. All goods, materials, supplies, chattels, furniture, appliances, furnishings, fixtures, equipment, inventory, general intangibles, and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Project (as defined below), whether stored on the Land or elsewhere, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust;
- (g) Construction Materials and Equipment. All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, that have been or later will be acquired for the purpose of being delivered to, incorporated into, or installed in or about the Land or Improvements;
- (h) Borrower Funds. All of Borrower’s interest in and to the proceeds of the Secured Obligations (defined below), whether disbursed or not; all present and future monetary deposits given by Borrower to, or rights of reimbursement to Borrower from, any governmental entity or utility with respect to services or development matters relating to the Land or Improvements; and all accounts maintained by Borrower with Beneficiary or any subsidiary or affiliate of Beneficiary, including, without limitation, any accounts established in connection with the Secured Obligations;

5. Covenants of Grantor. Grantor covenants and agrees as follows:

(a) Grantor shall keep the Property in good condition and repair; shall permit no waste thereof; shall construct no improvements on the Property or allow such improvements to be constructed without Beneficiary's prior written consent, which Beneficiary may grant or withhold in its sole discretion, and in the event such consent is granted shall complete any such building, structure or improvement in accordance with the plans approved by Beneficiary; shall restore promptly and in a workmanlike manner any building, structure or improvement thereon that may at any time be damaged or destroyed; shall pay when due all claims for labor performed and materials supplied therefor; shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and the ownership, maintenance, operation and use thereof; and shall do all other acts that from the character or use of the Property may be reasonably necessary from time to time for the continued operation of the Property in a safe and legal manner. Notwithstanding anything to the contrary contained in this Section 5, consent from the Beneficiary related to the construction of any improvements made with non-Beneficiary funds on the Property shall not be required if Banner Bank, in its capacity as the construction lender, has previously provided such consent.

(b) Grantor shall comply in all material respects with the terms of all easements, licenses, covenants and agreements relating to the Property and Grantor's uses thereof.

(c) Grantor shall pay before delinquency all taxes and assessments upon the Property.

(d) As of the date hereof, with the exception of such liens and encumbrances that have been approved by Beneficiary to appear as exceptions to coverage in the Beneficiary's policy of title insurance described in Section 2 of the Loan Agreement, the Property is free and clear of all liens, claims, encumbrances, restrictions, encroachments and interests whatsoever in favor of any third party. Grantor shall have the right to contest in good faith the validity of any lien or claim against the Property so long as the lien of this Deed of Trust is not jeopardized and if requested to do so by Beneficiary, Grantor posts a bond or other adequate security in an amount equal to one hundred twenty-five percent (125%) of the amount of the lien or claim being contested. Notwithstanding the foregoing, subsequent to the date hereof, any utility easements and/or similar non-monetary encumbrances will be permitted by the Beneficiary without additional consent from Beneficiary if such easements or non-monetary encumbrances are required during the course of construction or operations.

(e) Grantor shall keep, or shall cause Grantor's tenant to keep, all buildings now or hereafter erected on the Property continuously insured against loss by fire or other hazards pursuant to what is commonly referred to as "all-risk" coverage property insurance and otherwise as may be as required by Beneficiary from time to time in an amount not less than the total replacement value thereof and including a building

upgrade and municipal ordinance endorsement. All such policies shall have a deductible not exceeding \$10,000, shall name Beneficiary as loss payee, subject only to the rights of the holder of any Prior Permitted Encumbrances, and shall contain a provision for 30 days' prior notice to Beneficiary before cancellation thereof. All policies shall be held by Beneficiary, and be issued by such companies as Beneficiary may approve in its discretion and have loss payable first to Beneficiary, as its interest may appear, subject only to the rights of the holder of any Prior Permitted Encumbrances, and then to Grantor. The amount collected under any insurance policy shall be applied pursuant to subsection (f) below. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

(f) In the event of any fire or other casualty to the Property, Grantor shall have the right to rebuild the Property, and to use all available insurance proceeds therefore, provided that (a) such proceeds are sufficient to keep the loan in balance and rebuild the Property in a manner that provides adequate security to the Beneficiary for repayment of the loan, or if such proceeds are insufficient to provide adequate security or to keep the loan in balance, then Grantor has funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance proceeds for rebuilding under a construction escrow or similar arrangement, and such approval shall not be unreasonably withheld, and (c) no material default then exists under the Loan Documents. If the casualty affects only part of the Property and total rebuilding is infeasible, then such insurance proceeds may be used for partial rebuilding and partial repayment of the loan in a manner that provides adequate security to the Beneficiary for repayment of the remaining balance of the loan.

(g) Grantor shall procure and maintain, or shall cause Grantor's tenant to procure and maintain, public liability and property damage insurance with the Beneficiary named as an additional insured as follows: Grantor shall, at its own expense, maintain General Liability Insurance, Comprehensive Automobile Liability Insurance and other such coverage as may be required by law or regulation in minimum limits of One Million Dollars (\$1,000,000.00) per individual and per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate for personal injuries and death, and worker's compensation coverage in accordance with requirements of Washington State law. The Beneficiary shall have no responsibility for the reporting of insured occurrences or for the payment of any insurance premiums. Such policies shall be issued by a Washington admitted carrier (A.M. Best rated B+ or better).

(h) Grantor shall defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and shall pay all costs and expenses (including costs of title reports and policies and fees of attorneys, paralegals, appraisers and environmental consultants retained by Beneficiary) in any such action or proceeding, and in any suit or other proceeding brought by Beneficiary to foreclose this Deed of Trust.

(i) Grantor shall take all actions necessary to preserve the existence and validity of all licenses, rights, permits, franchises, concessions and privileges necessary to any existing or contemplated use of the Property, including without limitation any zoning variances and nonconforming use permits.

(j) Grantor shall pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligations secured hereby and actually incurred by Beneficiary or Trustee.

(k) Grantor shall not enter into any lease affecting the Property (other than the ground lease and the leases of individual apartment units) without the prior written consent of Beneficiary, which Beneficiary may grant or deny in its sole discretion. In the event such consent is granted, Grantor shall perform and comply with all terms and conditions of all leases and rental agreements affecting the Property from time to time during the term hereof (the "Leases") and shall require the strict performance by all tenants of the obligations under such Leases. Grantor shall not receive or collect any rents from any present or future tenant of the Property more than one month in advance of their due date. Grantor shall provide Beneficiary at any time upon request with copies of any leases (including amendments thereto) of the Property and if requested by Beneficiary, estoppel certificates and subordination, attornment and nondisturbance agreements from tenants other than residential tenants.

(l) Grantor shall not permit the filing or recordation against the Property of any short plat, subdivision, binding site plan, condominium, lot line adjustment, or segregation or consolidation of tax parcels, or take any action that would alter or reconfigure any lot boundaries or create new lots or building sites within the Property, without the prior written consent of Beneficiary, which Beneficiary may grant or withhold in its sole discretion.

(m) If the loan secured hereby is being made in contemplation of redevelopment of the Property, Grantor shall prosecute its plans for redevelopment of the Property with all due diligence and in compliance with the requirements of the Loan Agreement.

(n) Grantor shall timely perform and comply with the provisions of the Prior and Subordinate Permitted Encumbrances, all agreements secured thereby, and any other loan, equity contribution or grant obtained in connection with the Property and if applicable, its contemplated redevelopment.

6. Transfer or Encumbrance.

(a) Except for "Permitted Transfers" as provided for in Section 6(b) below, if Grantor shall sell, assign or transfer the Property or any portion thereof or any interest therein, further encumber the Property or any portion thereof or permit any change in the entity, ownership, or control of Grantor, or permit any change in the primary intended use of the Property in each case, without the prior written consent of

Beneficiary except as otherwise specifically allowed herein, which Beneficiary may grant or deny in its sole and absolute discretion, such action shall constitute a material default hereunder and under the Note and shall entitle Beneficiary to exercise any and all of its remedies under the Note and any other documents or instruments evidencing or securing the indebtedness hereby secured, including, at Beneficiary's option, acceleration of the indebtedness hereby secured.

(b) Permitted Transfers shall mean (i) (A) prior to payment in full of all equity contributions required under the Grantor's Amended and Restated LLLP Agreement (the "Partnership Agreement"), the sale, transfer, conveyance or pledge of Limited Partner's (as defined in the Partnership Agreement) partnership interest in Borrower provided that the transferring Limited Partner expressly agrees in favor of Beneficiary that such Limited Partner will remain liable for payment in full of all equity contributions required under the Partnership Agreement, or (B) subsequent to payment in full of all equity contributions required under the Grantor's Partnership Agreement, the sale, transfer, conveyance or pledge of Limited Partner's partnership interest in Borrower; provided that Borrower provides Beneficiary with written notice of such sale, transfer, conveyance or pledge; (ii) the appointment by such Limited Partner of an additional or substitute general partner of the Borrower in accordance with the Partnership Agreement, provided that (x) the Limited Partner delivers prior notice thereof to Beneficiary, (y) any additional or substitute general partner of the Borrower is reasonably acceptable to Beneficiary and is selected with reasonable promptness and (z) any required third party consents to the appointment are obtained, including, but not limited to the consent of Washington State Housing Finance Commission; and (iii) any dilution of the general partner's interest in the Borrower in accordance with the Partnership Agreement.

7. Inspection. Subject to any rights of tenants under any leases or applicable law, Grantor shall permit Beneficiary or its agents at all reasonable times, to enter upon and inspect the Property.

8. Condemnation. Subject to senior lender priority rights, in the event any portion of the Property is taken or damaged in an eminent domain proceeding, Grantor shall have the right to rebuild the Property, and to use all available condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the loan in balance and rebuild the Property in a manner that provides adequate security to the Beneficiary for repayment of the loan, or if such proceeds are insufficient to provide adequate security or to keep the loan in balance, then Grantor has funded any deficiency, (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and such approval shall not be unreasonably withheld, and (c) no material default then exists under the Loan Documents. If the condemnation affects only part of the Property and total rebuilding is infeasible, then such condemnation proceeds may be used for partial rebuilding and partial repayment of the loan in a manner

that provides adequate security to the Beneficiary for repayment of the remaining balance of the loan.

9. No Waiver. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

10. Reconveyance. The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

11. Events of Default. The occurrence and continuance beyond any applicable notice and cure period of any one or more of the following shall constitute an event of default (“Event of Default”) under this Deed of Trust:

(a) Any representation or warranty made by or for the benefit of Grantor herein or elsewhere in connection with the loan secured hereby, including but not limited to any representations in connection with the security therefor, that shall prove to have been incorrect or misleading in any material respect;

(b) Grantor or any other person or entity liable therefor shall fail to pay when due, including any applicable cure period, any indebtedness secured hereby;

(c) Grantor or any other signatory thereto shall default in the performance of any covenant or agreement contained in this Deed of Trust, the Note, the Loan Agreement, the Indemnity Agreement or any other agreement executed in connection with the indebtedness secured hereby;

(d) Grantor or any other person or entity liable for the repayment of the indebtedness secured hereby shall become unable or admit in writing its inability to pay its debts as they mature, or file, or have filed against it, a voluntary or involuntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or become the subject of any other receivership or insolvency proceeding;

(e) A tax, charge, or lien shall be placed upon or measured by the Note, this Deed of Trust, or any obligation secured hereby that Grantor does not or may not legally pay in addition to the payment of all principal and interest as provided in the Note; or

(f) As long as CREA Hifumi En, LLC (the “Limited Partner”) or an affiliate thereof remains the Limited Partner of Grantor, if a default occurs under any loan document between Beneficiary and Grantor, and Beneficiary intends to exercise any of its

remedies on account of such default, then prior to the initiation of any remedy by Beneficiary on account of such default, then Beneficiary at the same time as it delivers notice to Grantor shall deliver written notice of such default to the Limited Partner at the following address (or other such address as may be provided in writing):

CREA Hifumi En, LLC
30 South Meridian Street, Suite 400
Indianapolis, Indiana 46204

With copies to: CREA SLP, LLC
30 South Meridian Street, Suite 400
Indianapolis, Indiana 46204

(g) Grantor Cure Rights. Beneficiary agrees not to exercise any of the remedies for default specified herein unless and until: (a) if the default consists of a violation to pay money, Beneficiary has given Grantor written notice of the default and Grantor has failed to cure the default within five (5) days of receipt of such notice; or (b) if the default consists of a violation of a covenant other than a covenant to pay money, Beneficiary has given Grantor at least thirty (30) days notice of such default and Grantor has failed to cure the default within such thirty (30) day period, provided no such notice must be given if the default was deliberate or immediate action is needed to protect Beneficiary's security, and provided further if the default is one that is capable of being cured, but cannot with due diligence be cured within thirty days, such thirty day period shall be deemed extended, to a maximum of ninety (90) days from the date of the original default, if Grantor advises Beneficiary of its intention to cure within thirty days of the original default notice and prosecutes the curing of the default with all due diligence.

(h) Beneficiary Cure Rights. Anything contained herein to the contrary notwithstanding, Beneficiary shall accept the cure of an Event of Defaults by the Limited Partner within the cure periods set forth herein and, in any event, shall not exercise any right to foreclose with respect to the City loan until the Limited Partner has been given the notice (but not the obligation) pursuant to Subsection 11(f) above and opportunity to cure such Event of Default. Beneficiary hereby acknowledges that any cure of any Event of Default made or tendered by Limited Partner shall be deemed to be a cure by Grantor and shall be accepted or rejected on the same basis as if made or tendered by Grantor.

12. Beneficiary's Right to Perform. Upon the occurrence of any Event of Default hereunder, including without limitation Grantor's failure to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property, Beneficiary may, but shall not be obligated to, pay the same, and the amount so paid, with interest at the default interest rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust. The payment of

such sums by Beneficiary and addition of the amount thereof to the principal balance secured hereby shall not constitute a waiver of the default.

13. Limited Recourse. In the event of a default by the Grantor under this City Deed of Trust, except as set forth in this Section 13, the Beneficiary's sole remedy shall be limited to exercising its rights of foreclosure and the power of sale. The City hereby fully acknowledges, covenants and agrees that its sole recourse for obtaining from Grantor satisfaction of the obligations of Grantor under this City Deed of Trust is absolutely and strictly limited to the Project. If actions are necessary to collect such obligations, no such action shall seek recovery from assets of the Grantor, other than the assets constituting the Project for which this City Deed of Trust was issued. If it is necessary to name Grantor in any proceeding in respect of such obligations, pleading shall expressly set forth the limited nature of the proceedings against Grantor and the Beneficiary agrees not to seek the imposition of any "personal" judgment or other claim against Grantor, except for purposes of realizing the benefits and value of the assets of the Project. Except for the limited extent necessary to enforce the interests of the Beneficiary in and to the assets of the Project, no recourse at law or in equity may be had under this Deed of Trust and the Beneficiary will not seek money damages. Notwithstanding the foregoing, the limitations on the liability of the Grantor under this Section 13 shall not limit the City's ability to seek recovery from Grantor for damages or expenses incurred by the City resulting from damages or deficiencies resulting from theft, waste, fraud, misuse of rents or any material misrepresentation by Grantor in connection with the City Loan Documents.

14. Application of Rents. Grantor hereby grants to Beneficiary the right and authority during the continuance of this Deed of Trust to collect the rents and profits of the Property, reserving to Grantor the right, prior to any default in payment of any indebtedness secured hereby, to collect and retain such rents and profits as they become due and payable. Upon any such default, Grantor's right to spend or retain any rents or profits of the Property shall cease immediately and without notice or demand and Beneficiary may at any time and without notice, either in person, by agent, or by a receiver to be appointed by a court, without regard to the adequacy of any security for the indebtedness hereby secured and without the necessity for posting any bond or other security, enter upon and take possession of the Property or any part thereof, or in its own name sue for or otherwise collect such rents and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents and profits and the application thereof as provided herein shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice. Nothing in this Section 14 shall be deemed to limit or impair Beneficiary's right to review and approve proposed leases of the Property pursuant to Section 5(k) above.

15. Trustee's Power of Sale. This procedure for exercise of the Trustee's power of sale shall be as follows: Upon written request therefor by Beneficiary specifying the nature of the default, or the nature of the several defaults, Trustee shall sell the Property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. With respect to any of the Property that may be personal property, Trustee shall have and exercise, at Beneficiary's sole election, all the rights and remedies of a secured party under the Uniform Commercial Code of Washington. Wherever notice is permitted or required hereunder or under the UCC, ten days shall be deemed reasonable. Trustee may postpone the sale of all or any portion of the Property as provided by statute. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including without limitation a reasonable Trustee's fee, attorneys' fees and title insurance costs; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto as provided by applicable law. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as Grantor may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.

16. Successor Trustee. In the event of the death, incapacity, disability, or resignation of Trustee, or at Beneficiary's election, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

17. Successors. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

18. Commercial Purpose. The loan secured hereby is primarily for commercial, industrial or business purposes, and is not primarily for personal, family, or household purposes.

19. Non-Agricultural. The Property is not used principally or at all for agricultural or farming purposes.

20. Notices. All notices under this Deed of Trust shall be given in the manner set forth in the Loan Agreement.

21. USA Patriot Act Notice. The Beneficiary hereby notifies Grantor that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “Act”), Beneficiary is required to obtain, verify and record information that identifies Grantor, which information includes the name and address of Grantor and other information that will allow Beneficiary to identify Grantor in accordance with the Act.

22. Leasehold Provisions.

(a) Ground Lease Obligations; No Termination or Modification. Grantor will pay or cause to be paid all rent and other charges required under the Ground Lease as and when the same are due, and Grantor will keep, observe, and perform, or cause to be kept, observed and performed, all of the other terms, covenants, provisions, and agreements of the Ground Lease on the part of the lessee thereunder to be kept, observed, and performed, and will not in any manner, cancel, terminate, or surrender, or permit any cancellation, termination, or surrender of the Ground Lease, in whole or in part, or, without the written consent of Beneficiary, either orally or in writing, modify, amend, or permit any material modification or amendment of any of the terms thereof in any respect, and any attempt on the part of Grantor to exercise any such right without such written consent of Beneficiary shall be null and void and of no effect.

(b) Enforcement by Grantor; Notice of Default. Grantor will enforce the obligations of Ground Lessor under the Ground Lease to the end that Grantor may enjoy all of the rights granted to it under the Ground Lease, and will promptly notify Beneficiary in writing of any default by Ground Lessor or by Grantor in the performance or observance of any of the terms, covenants, and conditions on the part of Ground Lessor or Grantor, as the case may be, to be performed or observed under the Ground Lease, and Grantor will promptly advise Beneficiary in writing of the occurrences of any of the events of default enumerated in the Ground Lease and of the giving of any notice by Ground Lessor to Grantor of any default by Grantor in performance or observance of any of the terms, covenants, or conditions of the Ground Lease on the part of the Grantor to be performed or observed and will deliver to Beneficiary a true copy of each such notice.

(c) Notice of Eviction. If any action or proceeding is instituted to evict Grantor or to recover possession of the Land or for any other purpose affecting the Ground Lease or this Deed of Trust, Grantor will, immediately upon service thereof on or to Grantor, deliver to Beneficiary a true copy of each petition, summons, complaint, notice of motion, order to show cause and of all other provisions, pleadings, and papers, however designated, served in any such action or proceeding.

(d) No Merger. Grantor covenants and agrees that, unless Beneficiary shall otherwise expressly consent in writing, the fee title to the property demised by the Ground Lease and the leasehold estate shall not merge but shall always remain separate

and distinct, notwithstanding the union of said estates either in Ground Lessor, Grantor, or a third party by purchase or otherwise; and in case Grantor acquires the fee title or any other estate, title or interest in the Land, this Deed of Trust shall attach to and cover and be a lien upon the fee title or such other estate so acquired, and such fee title or other estate shall, without further assignment, deed of trust or conveyance, become and be subject to the lien of and covered by this Deed of Trust.

(e) No Release. No release or forbearance of any of Grantor's obligations under the Ground Lease, pursuant to the Ground Lease or otherwise, shall release Grantor from any of its obligations under this Deed of Trust, including its obligation with respect to the payment of rent as provided for in the Ground Lease and the performance of all of the terms, provisions, covenants, conditions and agreements contained in the Ground Lease, to be kept, performed and complied with by the lessee therein.

(f) Beneficiary's Rights After Default. Upon the occurrence of an Event of Default and for so long as an Event of Default is continuing, Grantor shall not make any election or give any consent or approval (other than the exercise of a renewal right or extension right pursuant to the below subsection) for which a right to do so is conferred upon Grantor as lessee under the Ground Lease without Beneficiary's prior written consent. In case of any Event of Default under this Deed of Trust, all such rights, together with the right of termination, cancellation, modification, change, supplement, alteration or amendment of the Ground Lease, all of which have been assigned for collateral purpose to Beneficiary, shall vest in and be exercisable solely by Beneficiary.

(g) Renewal. Grantor may exercise any option or right to renew or extend the term of the Ground Lease or exercise any fee option contained therein without the prior written consent of Beneficiary. Grantor shall give Beneficiary simultaneous written notice of the exercise of such option or right to renew or extend, together with a copy of the instrument given to Ground Lessor under the Ground Lease exercising such option or right, and, thereafter, shall promptly deliver to Beneficiary a copy of any acknowledgment by Ground Lessor under such Ground Lease with respect to the exercise of such option or right. Within fifteen (15) business days of written demand by Beneficiary, Grantor shall exercise any such option or renewal that is necessary to extend the term of the Ground Lease beyond the term of this Deed of Trust or to comply with any law affecting Grantor or Beneficiary or that is necessary, in Beneficiary's reasonable judgment, to preserve the value of the security intended to be afforded by this Deed of Trust. Grantor shall promptly provide evidence of the exercise of such option or right to Beneficiary's reasonable satisfaction. In the event that Grantor fails to so exercise any such option or right, or in the event any default hereunder continues beyond the applicable cure periods, Grantor hereby agrees and grants to Beneficiary all right and authority to exercise such option in the name of Grantor or in its own name. Nothing contained herein shall affect or limit any rights of Beneficiary granted under the Ground Lease.

[END OF TEXT]

DATED as of the day and year first above written.

PLEASE BE ADVISED THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

GRANTOR:

HIFUMI EN LLLP, a Washington limited liability limited partnership

By: Spokane Housing Authority, a public body corporate and politic of the State of Washington

Its: General Partner

By: _____
Pamela J. Parr, Executive Director

STATE OF WASHINGTON

ss.

COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that Pamela J. Parr is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director of Spokane Housing Authority, a public body corporate and politic of the State of Washington, as the General Partner of HIFUMI EN LLLP, a Washington limited liability partnership, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2024.

(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at _____

My appointment expires _____

EXHIBIT A
LEGAL DESCRIPTION

Resultant Adjustment Parcel A of Boundary Line Adjustment Z24-061BLA, recorded under Auditors file number 7336295 described as follows:

Tracts A, B, C, D, E, and F of Lot 1, Tracts A, B, C, D, E, and F of Lot 3, all of Lot 5, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7, and 8 of Hartson's and Townsend's Highland Park Addition, according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH The West half of Lot 6, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7, and 8 of Hartson's and Townsend's Highland Park Addition according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH The West half of Lot 4, Block 8, Hartson's Subdivision of Blocks 3, 4, 5, 6, 7 and 8 of Hartson's and Townsend's Highland Park Addition, according to the plat thereof, recorded in Volume C of Plats, Page 26, records of Spokane County.

TOGETHER WITH Those portions of vacated Conklin Street that attach by operation of law to the above described parcels. Conklin Street being vacated in City of Spokane Ordinance No. C36421 (Auditor's No. 7328869).

TOGETHER WITH That portion of Vacated Conklin Street by Ordinance C36421 recorded under AF No. 7328869 abutting Lot 2, Block 8 of Hartson's Subdivision Plat Book C, Page 26, filed on June 7, 1890, described as follows:

The Eastern 30' of the Northern 119.73 feet of vacated Conklin Street, South of 8th Avenue, as platted in Hartson's Subdivision Plat Book C, Page 26, filed on June 7, 1890,

Situate in the City of Spokane, County of Spokane, State of Washington.

Exhibit A

AFTER RECORDING RETURN TO:

City of Spokane,
Community, Housing and Human Services Department
808 W. Spokane Falls Blvd.
Spokane, WA 99201

AFFORDABILITY COVENANT

GRANTOR:	HIFUMI EN LLLP, a Washington limited liability limited partnership
GRANTEE:	CITY OF SPOKANE, WASHINGTON
ABBREVIATED LEGAL DESCRIPTION:	Resultant Adjustment Parcel A of Boundary Line Adjustment Z24-061BLA
ASSESSOR'S TAX PARCEL ID NUMBER:	35204.0826

AFFORDABILITY COVENANT

THIS AFFORDABILITY COVENANT (the “Covenant”) is executed as of May [___], 2024 and is given and granted to the CITY OF SPOKANE, WASHINGTON, a political subdivision of the State of Washington (the “City”), by HIFUMI EN LLLP, a Washington limited liability limited partnership (the “Borrower”), on the following terms and conditions:

1. Recitals.

(a) The City of Spokane has agreed to make a loan (the “Loan”) to the Borrower on the terms and conditions of a Promissory Note or Notes (the “Note”) of even date herewith.

(b) The Loan is to be made using the Sales and Use Tax Revenue funds of the City of Spokane created by House Bill 1590 as signed into law on June 11, 2020 (“1590 Funds”).

(c) The proceeds of the Loan are to be used to pay a portion of the project costs in connection with its Borrower’s rehabilitation and/or construction of an 88-unit affordable housing project for rental to persons of low-income, to be known as Hifumi En Apartments (the “Project”). The Project is located in Spokane, Washington and is legally described on Exhibit “A” attached hereto (the “Premises”).

(d) Pursuant to the requirements for use of 1590 Funds, the Borrower is required to covenant and agree that housing acquired, rehabilitated and/or constructed with such funds is affordable, as provided for in SMC 08.7C.030 and RCW 82.14.530 (the “State and Local Requirements”).

2. Covenant. Pursuant to the State and Local Requirements, the Borrower covenants and agrees that, until the later of the date the Loan is paid in full or the maturity of the Loan, not less than 14 units will be occupied by senior citizens whose household income equals to 60% or less of area median income (“AMI”).

3. Enforcement. If a violation of any of the foregoing covenants occurs, in addition to any other remedies it may have, the City, or its successors and assigns, may, after thirty (30) days’ notice to Borrower, institute and prosecute any proceeding in law or equity to abate, prevent, or enjoin any such violation, or to compel specific performance by Borrower of its obligations hereunder. Notwithstanding the foregoing, Borrower shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof, as to any breach or violation, shall impair, damage or waive the right of any party entitled to enforce the provisions hereof, or to obtain relief against, or recover for the continuation or repetition of such breach or violation, or any similar breach or violation hereof at any later time.

4. Covenants Running with Land. This covenant shall be binding upon the successors and assigns of the Borrower and is intended to run with the Premises.

IN WITNESS WHEREOF, the Borrower has executed this Affordability Covenant as of the date first written above.

BORROWER:

HIFUMI EN LLLP,
a Washington limited liability limited partnership

By: Spokane Housing Authority, a public body corporate and
politic of the State of Washington
Its: General Partner

By: _____
Pamela J. Parr, Executive Director

EXHIBIT A
LEGAL DESCRIPTION OF PREMISES

LEGAL DESCRIPTION

Resultant Adjustment Parcel A of Boundary Line Adjustment Z24-061BLA, recorded under Auditors file number 7336295 described as follows:

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Situate in the City of Spokane, County of Spokane, State of Washington.



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/22/2024

Committee Agenda type: Discussion

Date Rec'd

4/10/2024

Clerk's File #

RES 2024-0041

Renews #

Cross Ref #

Council Meeting Date: 04/29/2024

Submitting Dept

CITY COUNCIL

Project #

Contact Name/Phone

GIACOBBE 6715

Bid #

Contact E-Mail

GBYRD@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0320 - RESOLUTION APPOINTING PRO-CON COMMITTEES FOR PUBLIC SAFETY

Agenda Wording

A resolution regarding the appointment of for and against committee members relating to a Proposition No. 1 on the August 6, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for public safety op

Summary (Background)

A resolution regarding the appointment of for and against committee members, relating to a measure proposing an increase to the regular property tax levy for public safety, pursuant to SMC 01.07.010 and the Spokane County Local Voters' Pamphlet.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

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

Committee Briefing Paper

Finance & Administration Committee

Committee Date	04/22/2024
Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org 6715
Council Sponsor(s)	CM Cathcart; CP Wilkerson; and CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Resolution Appointing Pro-Con Committee for Measure Proposing an Increase to the Regular Property Tax Levy for Public Safety
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	A resolution regarding the appointment of for and against committee members, relating to a measure proposing an increase to the regular property tax levy for public safety.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

 Current year cost:

 Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source One-time Recurring N/A

Specify funding source: [Select Funding Source*](#)

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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 a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

- 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 – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

RESOLUTION NO. 2024 - 0041

A resolution regarding the appointment of for and against committee members relating to a Proposition No. 1 on the August 6, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for public safety operations beginning in 2025.

WHEREAS, the City Council approved Resolution No. 2024-0041 on April 29, 2024, requesting the Spokane County Auditor to hold a special election on August 6, 2024, for the City to submit to the voters a measure proposing an increase in the regular property tax levy for public safety operations beginning in 2025; and

WHEREAS, pursuant to SMC 01.07.010 and the Spokane County Local Voters' Pamphlet --- Administrative Rules for Jurisdictions, the City Council shall appoint committees to prepare statements both for and against the ballot measure; and

WHEREAS, RCW 29A.32.241 (1)(d) provides that the City Attorney is to prepare an explanatory statement of certain ballot measures to be included in the local voters' pamphlet; and

NOW, THEREFORE, BE IT RESOLVED that the City Council appoints the following members to the for and against committees to prepare arguments in favor of and in opposition to Proposition No. 1 as well as rebuttal statements, consistent with SMC 01.07.010 and the Spokane County's Administrative Rules, to be voted on at the August 6, 2024 special election:

Proposition No. 1 For Committee:

- 1.
- 2.
- 3.

Proposition No. 1 Against Committee:

- 1.
- 2.
- 3.

And further resolves that the For/Against Committee Membership Appointment Form as provided for by the Spokane County Elections Department shall be attached to this resolution; and

BE IT FURTHER RESOLVED that the City Council approves that the explanatory statement provided below, as prepared by the City Attorney, be forwarded to the Spokane County Elections Department for inclusion in the local voters' pamphlet:

Explanatory Statement for City of Spokane Proposition No. 1 – Citywide Public Safety Operations Levy

[Insert Explanation]

and

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than May 3, 2024.

ADOPTED by the City Council _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/22/2024

Committee Agenda type: Discussion

Date Rec'd

4/10/2024

Clerk's File #

RES 2024-0042

Renews #

Cross Ref #

Council Meeting Date: 04/29/2024

Submitting Dept

CITY COUNCIL

Project #

Contact Name/Phone

GIACOBBE 6715

Bid #

Contact E-Mail

GBYRD@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Resolutions

Council Sponsor(s)

MCATHCART BWILKERSON ZZAPPONE

Agenda Item Name

0320 - RESOLUTION APPOINTING PRO-CON COMMITTEES FOR PARKS LEVY

Agenda Wording

A resolution updating the appointment of for and against committee members relating to a measure on the August 6, 2024, special election ballot regarding a measure proposing an increase in the regular property tax levy for Citywide Park Improvements

Summary (Background)

A resolution regarding the appointment of for and against committee members, pursuant to SMC 01.07.010 and the Spokane County Local Voters' Pamphlet, relating to a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

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

Committee Briefing Paper

Finance & Administration Committee

Committee Date	04/22/2024
Submitting Department	City Council
Contact Name	Giacobbe Byrd
Contact Email & Phone	gbyrd@spokanecity.org 6715
Council Sponsor(s)	CM Cathcart; CP Wilkerson; and CM Zappone
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5min
Agenda Item Name	Resolution Appointing Pro-Con Committee for Regular Property Tax Levy for Citywide Park Improvements and Safety
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>A resolution regarding the appointment of for and against committee members relating to a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025.</p>
<p>*use the Fiscal Impact box below for relevant financial information</p>	

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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 a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.
- How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?
N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

- 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 – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

N/A – this is a resolution appointing committees to prepare statements both for and against the ballot measure pursuant to SMC 01.07.010 and the Spokane County Local Voters’ Pamphlet.

RESOLUTION NO. 2024 - 0042

A resolution updating the appointments of for and against committee members relating to a Proposition No. 1 on the August 6, 2024, special election ballot regarding a proposed increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025.

WHEREAS, the City Council approved Resolution No. 2023-0095 on December 4, 2023, requesting the Spokane County Auditor to hold a special election on August 6, 2024, for the City to submit to the voters a measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025; and

WHEREAS, pursuant to RCW 29A.32.280, SMC 01.07.010 and the Spokane County Local Voters' Pamphlet -- Administrative Rules for Jurisdictions, the City Council shall appoint committees to prepare statements both for and against the ballot measure; and

WHEREAS, on December 4, 2023 the City Council approved resolution 2023-0104 appointing individuals to the for and against committees to prepare the required statements for the regular property tax levy for Citywide Park Improvements and Safety; and

WHEREAS, since approval of Resolution 2023-0104 it has become necessary to revise the list of individuals appointed to the for and against committees and to modify the explanatory statement to reflect the correct ballot reference to the levy; and

WHEREAS, RCW 29A.32.241 (1)(d) provides that the City Attorney is to prepare an explanatory statement of certain ballot measures to be included in the local voters' pamphlet.

NOW, THEREFORE, BE IT RESOLVED that the City Council appoints the following members to the for and against committees to prepare arguments in favor of and in opposition to Proposition No. 1 as well as rebuttal statements, consistent with SMC 01.07.010 and the Spokane County's Administrative Rules, to be voted on at the August 6, 2024 special election. The For/Against Committee Membership Appointment Form as provided for by the Spokane County Elections Department shall be attached to this resolution.

Proposition No. 1 Committee:

- 1.
- 2.
- 3.

Proposition No. 1 Against Committee:

- 1.
- 2.
- 3.

BE IT FURTHER RESOLVED that the City Council approves that the explanatory statement provided below, as prepared by the City Attorney, be forwarded to the Spokane County Elections Department for inclusion in the local voters' pamphlet.

Explanatory Statement for City of Spokane Proposition No. 1 –Citywide Park Improvement and Safety Levy

Proposition No. 1 submits to the voters a ballot measure proposing an increase in the regular property tax levy for Citywide Park Improvements and Safety for a twenty-year period beginning in 2025. This levy will impose an additional regular property tax levy in the amount of \$0.29 per \$1,000 of 2025 assessed value to be used for parks renovation and improvements in neighborhoods citywide including renovating aging parks, playgrounds, restrooms, sport courts, and trailheads; increasing park rangers and maintenance personnel; developing new parks in neighborhoods without parks; adding all-weather sports fields; and protecting natural lands. It is anticipated that the levy lid lift will initially raise approximately \$10.3M annually beginning in 2025. For a median home valued at \$330,000, this levy would add approximately \$96 per year to the property tax. This levy revenue rate will generate approximately 29% of Park's budget.

If the Parks Improvement and Safety Levy is not approved, additional safety and maintenance staff will not be added, and proposed improvements to park facilities and grounds will not be implemented.

BE IT FURTHER RESOLVED that the City Clerk is directed to deliver a certified copy of this resolution to the Spokane County Auditor no later than May 3, 2024.

ADOPTED by the City Council _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 04/22/2024

Committee Agenda type: Discussion

Date Rec'd 4/10/2024

Clerk's File # RES 2024-0043

Renews #

Cross Ref #

Council Meeting Date: 04/29/2024

Submitting Dept	CITY COUNCIL	Project #	
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Contact Name/Phone	CM ZAPPONE 6256	Bid #	
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Contact E-Mail	ZZAPPONE@SPOKANECITY.ORG	Requisition #	
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Agenda Item Type	Resolutions		
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Council Sponsor(s)	ZZAPPONE PDILLON		
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Agenda Item Name	0320 - A RESOLUTION MODIFYING THE DATE OF THE PARKS LEVY		
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Agenda Wording

A RESOLUTION OF THE CITY OF SPOKANE MODIFYING A PRIOR REQUEST OF THE CITY COUNCIL TO HOLD A SPECIAL ELECTION ON PROPOSITION NO. 1, AND TO REQUEST THAT THE SPOKANE COUNTY AUDITOR INSTEAD HOLD THE ELECTION FOR PROPOSITION NO, 1, RELATING TO REGULAR PRO

Summary (Background)

A RESOLUTION OF THE CITY OF SPOKANE MODIFYING A PRIOR REQUEST OF THE CITY COUNCIL TO HOLD A SPECIAL ELECTION ON PROPOSITION NO. 1, AND TO REQUEST THAT THE SPOKANE COUNTY AUDITOR INSTEAD HOLD THE ELECTION FOR PROPOSITION NO, 1, RELATING TO REGULAR PROPERTY TAX LEVY TO PROVIDE FUNDING FOR PARK IMPROVEMENTS AND SAFETY CITYWIDE, ON NOVEMBER 5, 2024.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount	Budget Account
Neutral \$	#
Select \$	#
Select \$	#
Select \$	#
\$	#
\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>	BUSTOS, KIM		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>			

Distribution List

Committee Briefing Paper

Finance & Administration Committee

Committee Date	04/22/24
Submitting Department	City Council
Contact Name	Chris wright
Contact Email & Phone	cwright@spokanecity.org (509-625-6210)
Council Sponsor(s)	Zappone and Dillon
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Resolution Moving Election Date for parks Levy
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>On December 4, 2023, the City Council adopted Resolution 2023-0095, requesting the Spokane County Auditor hold a special election on August 6, 2024 for voters to consider Proposition No. 1, a proposed regular levy for city-wide park improvements and programs. This resolution was duly delivered to the Auditor by the statutory deadline of December 14, 2023, and absent further action by the council, the election will be held on August 6, 2024.</p> <p>The proposed resolution requests the Auditor move the date of the election for the Parks levy to the general election date of November 5, 2024.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Unknown Subsequent year(s) cost:	
Narrative: The City is required to pay for the costs of elections for ballot measures pertaining to city matters. The actual cost of an election will vary depending on whether the lection is a special or general election, the number of measures on the ballot and the jurisdictions requesting ballot items. The fiscal implications of moving the election date have not bene quantified.	
Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Reallocation Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring <input type="checkbox"/> N/A Other budget impacts: (revenue generating, match requirements, etc.) Unknown	
Operations Impacts (If N/A, please give a brief description as to why) <ul style="list-style-type: none"> • What impacts would the proposal have on historically excluded communities? 	

No expected impacts from changing the date of the election. The beneficial impacts of the proposed levy on historically excluded communities were identified in the briefing paper submitted to Urban Experience committee on October 23, 2023.

- 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?

No expected change to data collection arising from change of the date of the election. See briefing paper submitted to Urban Experience committee on October 23, 2023.

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

No expected change to data collection arising from change of the date of the election. See briefing paper submitted to Urban Experience committee on October 23, 2023.

- 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?

See briefing paper submitted to Urban Experience committee on October 23, 2023.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

No applicable subcommittee. The original proposed levy was prepared and submitted by the Spokane Park Board directly to the City Council pursuant to its general authority under Section 48 of the Spokane City Charter. This proposed resolution changing the election date is submitted by council member request.

RESOLUTION NO. 2024-0043

A RESOLUTION OF THE CITY OF SPOKANE MODIFYING A PRIOR REQUEST OF THE CITY COUNCIL TO HOLD A SPECIAL ELECTION ON PROPOSITION NO. 1, AND TO REQUEST THAT THE SPOKANE COUNTY AUDITOR INSTEAD HOLD THE ELECTION FOR PROPOSITION NO. 1, RELATING TO REGULAR PROPERTY TAX LEVY TO PROVIDE FUNDING FOR PARK IMPROVEMENTS AND SAFETY CITYWIDE, ON NOVEMBER 5, 2024.

WHEREAS, the City of Spokane, Washington ("City") is a first-class city duly organized and existing by virtue of the Constitution and laws of the state of Washington and its city charter; and

WHEREAS, the City has authority to enact a regular annual property tax levy and such other levies as may be approved by the electorate of the City, subject to applicable limitations, as required by law; and

WHEREAS, Chapter 84.55 RCW reflects a limitation that the annual rate of increase of the dollar amount of the regular property tax levy set by the City Council may not exceed the lesser of the rate of inflation or one percent (1%), all as further reflected in Chapter 84.55 RCW; and

WHEREAS, RCW 84.55.050 permits an election to authorize a levy above the limit factor specified in Chapter 84.55 RCW upon majority approval by the voters, subject to any otherwise applicable statutory dollar rate limitation, said election to be held not more than twelve months prior to the date on which the proposed excess levy is to be made, except as further provided in said statute for multi-year levies; and

WHEREAS, on October 12, 2023, the Spokane Park Board voted to approve a resolution adopting the "Healthy Parks, Healthy Neighborhoods" citywide park renovation and improvement program and recommend the City Council place a measure on the February 13, 2024 ballot that would allow for a new levy lid lift to fund citywide park capital and operational improvements; and

WHEREAS, after consideration of the resolution of the Spokane Park Board, the City Council adopted Resolution 2023-0095 on December 4, 2023, which resolution requested the Spokane County Auditor hold a special election on August 06, 2024, in conjunction with the scheduled primary election, for the purpose of submitting to the voters of the City of Spokane for the approval or rejection of a property tax levy to provide funding for citywide park, identified Proposition No 1; and

WHEREAS, the City Council desires that the election concerning Proposition No. 1 be moved to November 5, 2024; and

WHEREAS, pursuant to Section 84 of the City Charter, the City Council of its motion may submit to popular vote for adoption or rejection at any election any proposed ordinance or measure.

NOW, THEREFORE, BE IT RESOLVED, by the Spokane City Council that:

Section 1. The Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to hold an election on November 5, 2024, in conjunction with the scheduled general election for the purpose of submitting to the voters of the City of Spokane for the approval or rejection of a property tax levy to provide funding for citywide park improvements.

Section 2. The following proposition shall be submitted in the following form:

CITY OF
SPOKANE
PROPOSITION
NO. 1

CITYWIDE PARK IMPROVEMENT AND SAFETY LEVY

THE CITY OF SPOKANE ADOPTED RESOLUTIONS NO. 2023-0095 AND 2024-_____ CONCERNING FUNDING FOR PARK IMPROVEMENTS AND SAFETY CITYWIDE. IF APPROVED, THIS PROPOSITION WILL FUND PARK RENOVATIONS AND IMPROVEMENTS IN NEIGHBORHOODS. THIS INCLUDES RENOVATING AGING PARKS, PLAYGROUNDS, RESTROOMS, SPORT COURTS, AND TRAILHEADS; INCREASING PARK RANGERS AND MAINTENANCE PERSONNEL; DEVELOPING NEW PARKS IN NEIGHBORHOODS WITHOUT PARKS; ADDING ALL-WEATHER SPORTS FIELDS; AND PROTECTING NATURAL LANDS. THIS PROPOSITION AUTHORIZES AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR 2025 BY \$0.29 PER \$1,000 OF ASSESSED VALUATION FOR A LEVY RATE NOT TO EXCEED \$3.60. THE INCREASE IN THE PROPERTY TAX LEVY WOULD REMAIN IN EFFECT FOR A PERIOD OF TWENTY YEARS.

SHOULD THIS PROPOSITION BE

APPROVED? YES

NO

Section 3. In the event the proposition specified in Section 2 above is approved by the qualified electors of the City as required by the Constitution and laws of the state

of Washington, there shall be levied and collected annual excess property tax levies in the amount as authorized by said voter approval. Such tax levies will be in excess of the regular annual tax levies permitted by law without voter approval.

Section 4. The City hereby requests pursuant to RCW 29A.04.330 the Spokane County Auditor, as *ex officio*, Supervisor of Elections of the City, to call, conduct and hold within the City an election on Tuesday, November 5, 2024, for the purpose of submitting to the qualified electors of the City for their approval or rejection, the proposal set forth above. The City Clerk of the City of Spokane is hereby authorized and directed to deliver a certified copy of this resolution to the Spokane County Auditor, as *ex officio* Supervisor of Elections for the City, no later than May 3, 2024.

Section 5. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be unconstitutional or invalid for any reason, then such provision shall be null and void, and shall be deemed separable from the remaining provisions of this resolution, and shall in no way affect the validity of the other provisions of this resolution.

Section 6. The levy lid lift in the property tax levy rate shall be a temporary single year increase, which shall begin in 2025 and continue through 2045.

Section 7. The City Attorney is authorized to make such minor adjustments to the wording of the proposition as may be necessary to effectuate the intent of the resolution or upon recommendation of the Spokane County Auditor, as long as the intent of the proposition remains clear and consistent with the intent of this resolution as approved by the City Council.

Section 8. This resolution shall take effect and be in full force immediately upon its passage.

ADOPTED by the City Council _____, 2024.

City Clerk

Approved as to form:

Assistant City Attorney

**Agenda Sheet for City Council:****Committee:** Public Safety **Date:** 04/08/2024**Committee Agenda type:** Discussion**Date Rec'd**

4/8/2024

Clerk's File #

RES 2024-0044

Renews #**Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

FINANCE, TREASURY & ADMIN

Project #**Contact Name/Phone**

MATT BOSTON 625-6820

Bid #**Contact E-Mail**

MBOSTON@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

Resolutions

Council Sponsor(s)

PDILLON MCATHCART LNAVARRETE

Agenda Item Name

0410 - RESOLUTION PROPOSING A REGULAR PROPERTY TAX LEVY LID LIFT IN

Agenda Wording

The resolution proposes a ballot prop on the August 6, 2024 primary election to submit to the voters a single-year permanent levy lid lift proposition to increase the regular property tax levy for 2025 by \$1.00 per \$1,000 of assessed property value.

Summary (Background)

The lid lift would result in a permanent increase to the calculation basis for future years, with a maximum annual increase of the lesser of 1.0% or inflation. If passed, the increased revenue would be used to fill the City's ongoing structural gap first and foremost. The administration is also exploring numerous cost-saving measures that will be implemented regardless of the result of the vote on the levy lid lift.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost \$ 37 million

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 37 million in 2025, plus maximum annual growth of 1% in subsequent years,

Narrative

This resolution implicitly allows the City of Spokane to pursue much needed additional revenue. The additional property tax revenue would allow the City to fill the current structural gap when implemented alongside additional cost-saving measures.

Amount**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Public Safety & Community Health Committee

Committee Date	April 8, 2024
Submitting Department	Finance
Contact Name	Matt Boston
Contact Email & Phone	mboston@spokanecity.org
Council Sponsor(s)	Dillon, Cathcart, Navarrete
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Resolution Proposing a Regular Property Tax Levy Lid Lift in 2025
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The resolution proposes a ballot proposition on the August 6, 2024 primary election to submit to the voters a single-year permanent levy lid lift proposition to increase the regular property tax levy for 2025 by \$1.00 per \$1,000 of assessed property value. The lid lift would result in a permanent increase to the calculation basis for future years, with a maximum annual increase of the lesser of 1.0% or inflation.</p> <p>If passed, the increased revenue would be used to fill the City's ongoing structural gap first and foremost. The administration is also exploring numerous cost-saving measures that will be implemented regardless of the result of the vote on the levy lid lift. The Mayor supports using any remaining funding on the following items (in no particular order):</p> <ul style="list-style-type: none"> - TBD, this list will need to be added after the Mayor determines which items are supported prior to the vote on the resolution. <p>If the levy lid lift does not pass, the City will need to implement more extreme reductions to achieve sustainability in the government's business model. A vast majority of these reductions will come at the cost of personnel across all departments, with vacant positions being prioritized for removal. Between 80%-90% of all General Fund expenses are related to personnel (transfers out to other funds provide funding for personnel in those funds as well).</p>
Fiscal Impact	
<p>Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Revenue: <u>\$37 million (approximately)</u></p> <p> Current year revenue: \$0.00</p> <p> Subsequent year(s) revenue: \$37 million in 2025, plus maximum annual growth of 1% in subsequent years, as limited by state law.</p>	
<p>Narrative: <u>This resolution implicitly allows the City of Spokane to pursue much needed additional revenue. The additional property tax revenue would allow the City to fill the current structural gap when implemented alongside additional cost-saving measures.</u></p>	
<p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Taxes</p> <p>Is this funding source sustainable for future years, months, etc? Yes, the lid lift would increase the property tax basis for all future years.</p>	
<p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p>	

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 resolution does not explicitly impact anyone in the community, but the consequences of not seeking additional revenues from the citizens would be felt by all communities in the form of service reductions and/or eliminations.

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

The most important data point is the result of the election. This information will be collected by Spokane County.

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

Making this request is the correct course of action in the current situation. Whether or not it is approved is what matters, and once the citizens have expressed their preference for the cost of their government, we will need to adjust our budgets and operations accordingly.

- 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?

Without this levy lid lift, the city will need to make significant reductions that will greatly impact its ability to achieve many of the current plans and goals. If the lid lift passes, it will enable the administration to continue its pursuit of these plans, programs, and goals.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

The concept of a levy lid lift has been discussed at the monthly budget study sessions.

RESOLUTION NO. 2024 – 0044

A RESOLUTION OF THE CITY OF SPOKANE PROPOSING AN INCREASE IN THE REGULAR PROPERTY TAX LEVY BEGINNING IN 2025 IN AN AMOUNT EXCEEDING THE LIMITATIONS OF CHAPTER 84.55 RCW TO PROVIDE FUNDING FOR PUBLIC SAFETY OPERATIONS; PROVIDING FOR THE SUBMISSION OF THE PROPOSITION TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION; REQUESTING THAT THE SPOKANE COUNTY AUDITOR HOLD A SPECIAL ELECTION FOR THE PROPOSITION ON AUGUST 6, 2024; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of Spokane, Washington ("City") is a first-class city duly organized and existing by virtue of the Constitution and laws of the state of Washington and its city charter; and

WHEREAS, the City has authority to enact a regular annual property tax levy and such other levies as may be approved by the electorate of the City, subject to applicable limitations, as required by law; and

WHEREAS, Chapter 84.55 RCW reflects a limitation that the annual rate of increase of the dollar amount of the regular property tax levy set by the City Council may not exceed the lesser of the rate of inflation or one percent (1%), all as further reflected in Chapter 84.55 RCW; and

WHEREAS, RCW 84.55.050 permits an election to authorize a levy above the limit factor specified in Chapter 84.55 RCW upon majority approval by the voters, subject to any otherwise applicable statutory dollar rate limitation, said election to be held not more than twelve months prior to the date on which the proposed excess levy is to be made, except as further provided in said statute for multi-year levies; and

WHEREAS, the City's regular property tax levy rate was \$3.221 per \$1,000 assessed valuation in 2020. That rate has fallen to \$2.154 per \$1,000 assessed valuation in 2024 - a reduction of over 33 percent in only four years while inflation continues to increase the cost of providing City services. The rate is projected to continue falling in 2025; and

WHEREAS, the City is authorized to levy a permanent regular property tax not to exceed the rate of \$3.60 per \$1,000 of assessed value as permitted by statute; and

WHEREAS, RCW 84.55.010 limits the incremental increase in property tax revenues to the City as defined in RCW 84.55.0101. The lawful rate of increase to regular property taxes has been less than the actual rate of inflation for the costs of providing services to the citizens of the City, causing total projected budget deficits for the next ___ years of over \$____ despite cost saving measures; and

WHEREAS, RCW 84.55.050 authorizes the voters of a city to permit the levy of taxes in excess of the levy limitations in RCW 84.55.010; and

WHEREAS, the City's current regular property tax levy is \$2.154 per \$1,000 of assessed value which is \$1.446 per \$1,000 of assessed value less that what is statutorily authorized; and

WHEREAS, it is anticipated that the levy lid lift in the amount of \$1.00 per \$1,000 of assessed property value will raise approximately \$37,000,000 in 2025; and

WHEREAS, the City Council and the Mayor desire to increase funding for public safety operations by submitting to the voters a proposition to increase the regular property tax levy in excess of the amount permitted by state law in the amount of \$1.00 per \$1,000 of assessed value in 2025 to raise approximately \$37,000,000 per year; and

WHEREAS, pursuant to Section 84 of the City Charter, the City Council of its motion may submit to popular vote for adoption or rejection at any election any proposed ordinance or measure.

NOW, THEREFORE, BE IT RESOLVED, by the Spokane City Council that:

Section 1. The Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to hold a special election on August 6, 2024, in conjunction with the scheduled primary election for the purpose of submitting to the voters of the City of Spokane for the approval or rejection a proposition for a property tax levy increase in excess of the limitation established in RCW 84.55.010 to provide funding for public safety operations.

The proposition to be submitted to the qualified voters of the City for their approval or rejection is to authorize increasing the City's regular property tax levy by \$1.00 per \$1,000 of assessed valuation, to a total regular property tax rate of approximately \$3.154 per \$1,000 of assessed valuation if approved, for collection beginning in 2025.

If this proposition is approved, the City Council will be authorized to adopt, in accordance with regular budget process, an increased regular property tax as described herein.

Section 2. For the purposes identified below, the City Council seeks voter approval under RCW 84.55.050 (2) for a levy lid lift, as follows:

(a) Purpose. The amounts collected from the levy lid lift authorized by the Proposition shall be used to fund public safety operations.

(b) Levy Lid Lift Effective 2025. The Proposition authorizes an increase in the City's total levy rate for collection in 2025 under Ch. 84.55 RCW of \$1.00 per \$1,000 of assessed valuation. The total regular property tax rate produced is estimated to be approximately \$3.154 per \$1,000 of assessed value if the Proposition passes, based on

estimated 2024 assessed values. Persons exempt from regular property taxes under RCW 84.36.381 shall also be exempt from this levy lid lift.

-

(c) Permanent Single-Year Levy Lid Lift. Pursuant to RCW 85.55.050(1), the dollar amount of the maximum authorized levy under Ch. 84.55 RCW for collection in 2025 shall be used for the purpose of computing the limitations for subsequent levies in 2026 and each subsequent year thereafter, and such funds shall be limited to the purposes described in Section 2(a) above.

Section 3. The following proposition shall be submitted in the following form:

CITY OF SPOKANE

PROPOSITION NO. 1

PUBLIC SAFETY OPERATIONS LEVY

THE CITY OF SPOKANE ADOPTED RESOLUTION NO. 2024-0044 APPROVING A PROPOSITION TO INCREASE THE REGULAR PROPERTY TAX LEVY IN EXCESS OF STATE LAW BEGINNING IN 2025, ALLOCATING 100% TO PUBLIC SAFETY OPERATIONS, ESTABLISHING THE BASIS FOR ALL SUBSEQUENT LEVIES AND EXEMPTING ALL ELIGIBLE PERSONS UNDER RCW 84.36.381. THIS PROPOSITION AUTHORIZES A PROPERTY TAX LEVY LID LIFT, COMMENCING IN 2025 FOR \$1.00 PER \$1,000 OF ASSESSED VALUATION, FOR A LEVY RATE NOT TO EXCEED \$3.60 PER \$1,000.

SHOULD THIS PROPOSITION BE APPROVED?

YES

NO

Section 4. In the event the proposition specified in Section 3 above is approved by the qualified electors of the City as required by the Constitution and laws of the state of Washington, there shall be levied and collected annual excess property tax levies in the amount as authorized by said voter approval. Such tax levies will be in excess of the regular annual tax levies permitted by law without voter approval.

Section 5. The City hereby requests pursuant to RCW 29A.04.330 the Spokane County Auditor, as *ex officio*, Supervisor of Elections of the City, to call, conduct and hold within the City a special election on Tuesday, August 6, 2024, for the purpose of submitting to the qualified electors of the City for their approval or rejection, the proposal set forth above.

Section 6. The City Clerk of the City of Spokane is hereby authorized and directed to deliver a certified copy of this resolution to the Spokane County Auditor, as *ex officio* Supervisor of Elections for the City, no later than May 3, 2024.

Section 7. If any one or more of the provisions of this resolution shall be declared by any court of competent jurisdiction to be unconstitutional or invalid for any reason, then such provision shall be null and void, and shall be deemed separable from the remaining provisions of this resolution, and shall in no way affect the validity of the other provisions of this resolution.

Section 8. The City Attorney is authorized to make such minor adjustments to the wording of the proposition as may be necessary to effectuate the intent of the resolution or upon recommendation of the Spokane County Auditor, as long as the intent of the proposition remains clear and consistent with the intent of this resolution as approved by the City Council.

Section 9. This resolution shall take effect and be in full force immediately upon its passage.

ADOPTED by the City Council this ____ day of April, 2024.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council:

Committee: PIES **Date:** 04/15/2024

Committee Agenda type: Consent

Date Rec'd 4/17/2024

Clerk's File # RES 2024-0045

Renews #

Cross Ref #

Council Meeting Date: 04/29/2024

Submitting Dept	WASTEWATER MANAGEMENT	Project #	
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Contact Name/Phone	KYLE 625-4647	Bid #	
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Contact E-Mail	KARRINGTON@SPOKANECITY.ORG	Requisition #	VALUE BLANKET
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Agenda Item Type	Resolutions		
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Council Sponsor(s)	BWILKERSON JBINGLE KKLITZKE		
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Agenda Item Name	4320 RESOLUTION AND PURCHASE WITH FIELD INSTRUMENTS & CONTROLS,		
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Agenda Wording

Resolution for sole source procurement with Field Instruments & controls, Inc. to purchase Endress+Hauser parts and supplies for a period of (5) years for up to \$400,000.00 without public bidding for the period of June 1, 2024 through May 31, 2029.

Summary (Background)

RPWRF uses Endress+Hauser universal controllers because the joint ventures group, including Jacob's engineering, incorporated EH instrumentation into all aspects of the next level treatment upgrade because of their positive experience with EH instrumentation in several of the other plants that they have designed and built.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ \$400,000.00 over 5 years

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

An estimated cost before taxes of \$400,000.00 - value blanket for five years.

Amount

Budget Account

Expense	\$ 400,000.00	# 4320.43201.35148.53201
Select	\$	#
Select	\$	#
Select	\$	#
	\$	#
	\$	#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	ARRINGTON, KYLE
<u>Division Director</u>	FEIST, MARLENE
<u>Accounting Manager</u>	ORLOB, KIMBERLY
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

cameron@fieldinst.com	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	jodi@fieldinst.com
hbarnhart@spokanecity.org	devans@spokanecity.org
tlester@spokanecity.org	rpwrfaccounting@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	April 15, 2024
Submitting Department	Wastewater Management/RPWRP
Contact Name	Kyle Arrington
Contact Email & Phone	karrington@spokanecity.org
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution to authorize sole source procurement and authorizing its purchase from Field Instruments & controls, Inc.
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>RPWRP uses Endress+Hauser universal controllers because the joint ventures group, including Jacob's engineering, incorporated EH instrumentation into all aspects of the next level treatment upgrade because of their positive experience with EH instrumentation in several of the other plants that they have designed and built. It is in the City's best interest to standardize equipment like this in order to reduce the amount of time and money spent on training and spare parts inventory. It also speeds up the troubleshooting process when something does go wrong.</p> <p>Sole Source Resolution declaring Endress+Hauser universal controllers, probes, parts and supplies sole source procurement and authorizing its purchase from the only authorized dealer, Field Instruments & controls, Inc. (Spokane, WA) at an estimated cost of \$400,000 over 5 years for June 1, 2024, through May 31, 2029.</p>
<p>Fiscal Impact</p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Total Cost: <u>\$400,000.00</u></p> <p> Current year cost: Value Blanket over 5 years</p> <p> Subsequent year(s) cost:</p> <p>Narrative: <u>Maintenance and Supplies</u></p> <p>Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Specify funding source: Program revenue</p> <p>Is this funding source sustainable for future years, months, etc? Maintenance and Operating Supplies</p> <p>Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impacts (If N/A, please give a brief description as to why)</p> <ul style="list-style-type: none"> 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. 	

- 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?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Resolution to authorize sole source procurement and authorizing its purchase from Field Instruments & controls, Inc. – PIES on April 15, 2024.

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring Field Instruments & Controls, Inc. (Spokane, WA) a sole-source provider and authorizing the City to enter into a value blanket order for Endress Hauser Instrumentation (Universal Controllers, Probes, Parts and Supplies) for a five (5) year period – approximately \$400,000.00, without public bidding.

WHEREAS, Endress Hauser incorporates Bluetooth, HART and Ethernet communication across the product line and both the required programming and operator controls are straightforward and intuitive; and

WHEREAS, Jacobs Engineering, the firm responsible for the design and implementation of the Next Level of Treatment (NLT) project has standardized on Endress Hauser; and

WHEREAS, It is to our benefit to maintain that standardization to streamline future maintenance operations; and

WHEREAS, The City would be fined if we do not have the equipment to keep the plant process running; and

WHEREAS, this equipment notifies us if something isn't running correctly, by monitoring plant specific processes – for example if we have a flow monitor it reports that the flow is too high, or too low by sending us data that alerts us that something isn't right. This equipment monitors specific areas of the plant. This will keep us from discharging or having spills to ground etc

WHEREAS, Field Instruments & Controls Inc. is the sole representative for the States of Washington and Oregon for Endress Hauser's products; and

WHEREAS, the department anticipates the purchase of assorted universal controllers, probes, parts and supplies to be approximately \$400,000.00 over five (5) year; which exceeds the 2024 public bid limit of \$50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of the Endress Hauser instrumentation a sole-source purchase through Field Instruments & Controls, Inc.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) year value blanket order for the purchase of Endress Hauser Instrumentation - \$400,000, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

2/28/2024

To Whom It May Concern

Subject: Sole Source Representative

Endress+Hauser, is the sole manufacturer of its products. Field Instruments & Controls, Inc. is the sole or exclusive representative for Endress+Hauser within Washington and Oregon for the purchase of new products, OEM repair parts, repairs, and maintenance.

No other representative can sell products, repair/replacement parts, maintenance, repair/replacement services, field services and technical support for Endress+Hauser.

Endress+Hauser, Inc's representatives can also be verified by utilizing our website and entering in your zip code (www.us.endress.com/en/contact).

We support Field Instruments & Controls, Inc. with sale and service from the Gulf Coast Regional Center at the address on this letter.

If you have any further questions, please do not hesitate to contact me.

Best regards

Caleb DeLieto

Caleb A DeLieto

Regional Business Manager - West | Customer Excellence

Endress+Hauser USA

Endress+Hauser Inc. | 14525 Kirby Dr. | Pearland, TX 77047 | United States
Phone: +1 317 751 6068 | Mobile: +1 317 220 1455
caleb.delieto@endress.com | www.us.endress.com



STATE OF WASHINGTON

BUSINESS LICENSE

Issue Date: Mar 02, 2024

Unified Business ID #: 601053387

Business ID #: 001

Location: 0003

Expires: Aug 31, 2024

Profit Corporation

FIELD INSTRUMENTS AND CONTROLS, INC.
STE 112
7509 S 5TH ST
RIDGEFIELD WA 98642-7157

UNEMPLOYMENT INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

CITY/COUNTY ENDORSEMENTS:

RIDGEFIELD GENERAL BUSINESS - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/28/2025) - ACTIVE

DUTIES OF MINORS:

Ages 16-17: CLEANING, SHIPPING PACKAGES

Ages 14-15: CLEANING, SHIPPING PACKAGES

LICENSING RESTRICTIONS:

It is the business's responsibility to comply with minor work permit requirements. See WAC 296-125-030 and WAC 296-125-033 for Non-Agricultural and WAC 296-131-125 for Agricultural guidelines and restricted activities.

Occupations involving exposure to substances which are carcinogenic, corrosive, highly toxic, toxic sensitizers, or that cause reproductive health effects or irreversible end organ damage is prohibited for minors under 18. WAC 296-125-030(25)

Service occupations: if a minor works past 8 p.m., minor must be supervised by a responsible adult employee who is on the premises at all times. WAC 296-125-030(30)

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 601053387 001 0003

FIELD INSTRUMENTS AND CONTROLS, INC.
STE 112
7509 S 5TH ST
RIDGEFIELD WA 98642-7157

FOLD HERE

STATE OF WASHINGTON

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
RIDGEFIELD GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/28/2025) - ACTIVE

FOLD HERE

Expires: Aug 31, 2024

Director, Department of Revenue



STATE OF WASHINGTON

BUSINESS LICENSE

Profit Corporation

FIELD INSTRUMENTS AND CONTROLS, INC.
STE 112
7509 S 5TH ST
RIDGEFIELD WA 98642-7157

REGISTERED TRADE NAMES:

FIELD INSTRUMENTS & CONTROLS, INC.

Issue Date: Mar 02, 2024

Unified Business ID #: 601053387

Business ID #: 001

Location: 0003

Expires: Aug 31, 2024

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 601053387 001 0003

FIELD INSTRUMENTS AND CONTROLS, INC.
STE 112
7509 S 5TH ST
RIDGEFIELD WA 98642-7157

STATE OF WASHINGTON

FOLD HERE

FOLD HERE

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
MINOR WORK PERMIT - ACTIVE
TAX REGISTRATION - ACTIVE
RIDGEFIELD GENERAL BUSINESS - ACTIVE
SPOKANE GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/28/2025) - ACTIVE

Expires: Aug 31, 2024

Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Consent**Date Rec'd**

4/17/2024

Clerk's File #

RES 2024-0046

Renews #**Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

WASTEWATER MANAGEMENT

Project #**Contact Name/Phone**

KYLE 625-4647

Bid #**Contact E-Mail**

KARRINGTON@SPOKANECITY.ORG

Requisition #

VALUE BLANKET

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

4320 RESOLUTION WITH KGS NORTHWEST, LLC.

Agenda Wording

Resolution to authorize sole source procurement and authorizing its purchase from KGS Northwest, LLC. to supply Milliken plug valves, parts and supplies from June 1, 2024 through May 31, 2029 for a cost before taxes of \$500,000.00 over 5 years.

Summary (Background)

RPWRF uses Milliken plug valves throughout the plant and at the City's lift stations. Using the same valves decrease the time needed to do the replacements and eliminates the need to make piping modifications to accommodate size differences that would be associated with valves of other manufacturers. Using different valves would increase the time the plant or station would need to be off-line thereby increasing the risk of system failure.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Approved in Current Year Budget? YES

Total Cost \$ 500,00.000 over 5 years

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Value Blanket

Amount**Budget Account**

Expense \$ 500,000.00

4320.43230.35148.53210

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

The same maintenance crews attend to both the plant and the lift stations. There are over 200 plug valves at the treatment plant alone, and Milliken has been adopted to provide the benefits and cost savings of the reduction of required parts inventories, the reduction of training required for staff to maintain multiple brands of valves, the increased safety that comes with familiarity and standardization.

Approvals		Additional Approvals	
<u>Dept Head</u>	GENNETT, RAYLENE		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ORLOB, KIMBERLY		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		

Distribution List

andrea.harris@kgsnorthwest.com	hbarnhart@spokanecity.org
kkeck@spokanecity.org	mmurray@spokanecity.org
Tax & Licenses	hbarnhart@spokanecity.org
rpwrfaccounting@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	April 15, 2024
Submitting Department	Wastewater Management/RPWRP
Contact Name	Kyle Arrington
Contact Email & Phone	karrington@spokanecity.org
Council Sponsor(s)	CP Wilkerson, CM Bingle, CM Klitzke
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Resolution to authorize sole source procurement and authorizing its purchase from KGS Northwest, LLC
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>RPWRP uses Milliken plug valves throughout the plant and at the City's lift stations. Using the same valves decrease the time needed to do the replacements and eliminates the need to make piping modifications to accommodate size differences that would be associated with valves of other manufacturers. Using different valves would increase the time the plant or station would need to be off-line thereby increasing the risk of system failure. The same maintenance crews attend to both the plant and the lift stations. There are over 200 plug valves at the treatment plant alone, and Milliken has been adopted to provide the benefits and cost savings of the reduction of required parts inventories, the reduction of training required for staff to maintain multiple brands of valves, the increased safety that comes with familiarity and standardization.</p> <p>The Sole Source Resolution declaring Milliken plug valves, parts and supplies procurement from the only authorized dealer, KGS Northwest, LLC. (Bellevue, WA) at an estimated cost of \$500,000 over 5 years for June 1, 2024 through May 31, 2029.</p>
Fiscal Impact Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Total Cost: <u>\$500,000.00</u> Current year cost: Value Blanket over 5 years Subsequent year(s) cost:	
Narrative: <u>Maintenance and Supplies</u>	
Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A Specify funding source: Program revenue Is this funding source sustainable for future years, months, etc? Maintenance and Operating Supplies	
Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> N/A	
Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?
Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.
- 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?
Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.
- Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?
This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Resolution to authorize sole source procurement and authorizing its purchase from KGS Northwest, LLC – PIES on April 15, 2024.

SOLE-SOURCE RESOLUTION

A RESOLUTION declaring KGS Northwest, LLC, (Bellevue, WA) a sole-source provider and authorizing the City to enter into a value blanket order for Milliken Valves and Valve Parts for a five (5) year period - approximately \$500,000, without public bidding.

WHEREAS, nearly all of the current valves and valve parts at the Riverside Park Water Reclamation Facility and at City lift stations are Milliken Valves and Valve Parts, and such Milliken Valves and Valve Parts have become the plant standard; and

WHEREAS, the same maintenance crew maintains the various lift stations throughout the City as well as the Reclamation Facility, where hundreds of Milliken plug Valves are in current use; and

WHEREAS, the standardization of valves and valve parts provides a benefit to the City of reduction of required parts inventory and reduction of training required for staff to maintain multiple brands of valves; and

WHEREAS, using standard valves and Valve Parts will eliminate the need to make piping modifications to accommodate size differences associated with other manufacturer's valves and further increases employee safety that comes with familiarity and standardization and decreases the time needed to make replacements and therefore decreases the time lift stations would be off-line; and

WHEREAS, decreased lift station time off-line decreases the risk of temporary pumping failure and potential spillage to the Spokane River; and

WHEREAS, The City would be fined if we do not have the equipment to keep the plant process running; and

WHEREAS, It is to the benefit of the City and its citizens to maintain standardization to further streamline future maintenance operations; and

WHEREAS, KGS Northwest, LLC, is the sole representative in the State of Washington for Milliken products; and

WHEREAS, the department anticipates the purchase of assorted valves and valve parts to be approximately \$500,000 over the next five (5) years, which exceeds the 2024 public bid limit of \$50,000 for goods;

-- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares the purchase of the Milliken Valves and Valve Parts a sole-source purchase through KGS Northwest, LLC.; and

BE IT FURTHER RESOLVED that the City Council authorizes a five (5) Value Blanket Order for the Milliken Valves and Valve Parts on an "as needed" basis in an amount not to exceed \$500,000, maximum, without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



Henry Pratt Company, LLC.
2048 Industrial Blvd.
Kimball, TN 37347

phone: 877-436-7977
fax: 630-844-4124
www.prattvalve.com

2/29/2024

This is to certify that KGS Northwest is the sole representative of both the Milliken Valve and Henry Pratt products in all of Washington State.

If you have further questions, please feel free to contact me or KGS Northwest.

Best Regards,

Shawn Forss

Customer Service Representative III

KGS Northwest
 16726 146th ST SE, Suite 121
 Monroe, WA 98272
 425-451-0667



SALES ESTIMATE

ADDRESS City of Spokane Wastewater Attn: Heather Barnhart
SHIP TO TBD
SALES ESTIMATE # 3774
DATE 02/28/2024

SHIP VIA Ground PPD&ADD
PROJECT VB-301057 Blanket Renewal

ITEM	ITEM DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
0600-601N1AGHWS3PF1 (NS)	6" Milliken ECC 601A Full Round Port Plug, 125# Flanged Ends, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 175psi.	1	1,160.63	1,160.63
0800-601N1AGHWS3PF1 (NS)	8" Milliken ECC 601A Full Round Port Plug, 125# Flanged Ends, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 175psi.	1	1,545.68	1,545.68
1000-601N1AGHWS3PF1 (NS)	10" Milliken ECC 601A Full Round Port Plug, 125# Flanged Ends, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 175psi.	1	2,428.75	2,428.75
1400-601N1AGHWS3PF1 (NS)	14" Milliken ECC 601A Full Round Port Plug, 125# Flanged Ends, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 150psi.	1	5,086.25	5,086.25
1600-601N1AGHWS3PF1 (NS)	16" Milliken ECC Standard Port Plug Valve, 125# Flanged, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, Above Ground Gear with Handwheel Operator. Import Materials. 150psi.	1	5,690.15	5,690.15
1800-601N1AGHWS3PF1 (NS)	18" Milliken ECC 601A Full Round Port Plug, 125# Flanged Ends, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 150psi.	1	6,731.25	6,731.25
0400-606DN1AGHWS3PF1 (NS)	4" Milliken 606D Standard Port Plug, Grooved End for DI Pipe, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 175psi.	1	792.55	792.55

ITEM	ITEM DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
0800-606DN1AGHWS3PF1 (NS)	8" Milliken 606D Standard Port Plug, Grooved End for DI Pipe, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 175psi.	1	1,545.63	1,545.63
1000-606DN1AGHWS3PF1 (NS)	10" Milliken 606D Standard Port Plug, Grooved End for DI Pipe, CI Body, DI Plug Coated in Buna, Nickel Seat, 316 SS Bearings, PTFE Grit Seals, 16 Mils avg Fusion Bond Epoxy Coating, 316 SS Hardware, Gear Operated with Handwheel. Import. 175psi.	1	2,428.75	2,428.75
0800-8001AB1LW (NS)	8" Milliken AWWA C508 Swing Check Valve, 125# Flanged, CI Body, Bronze Body Seat, CI Disc with Buna Ring, SS Hinge Pin, 8 Mils Epoxy Coating, Outside Lever & Weight.	1	1,921.88	1,921.88
1400-8001AB1LW (NS)	14" Milliken AWWA C508 Series 8001 Swing Check Valve, Full Water Way, 125# Flanged Ends, CI Body, CI Cover, CI Disc, Bronze Body Seat Ring, Buna-N Disc Seat Ring, Single Outside Lever & Weight, 8 Mils Carboguard Epoxy Coating, Single Outside Lever & Weight. 150psi. Import.	1	6,670.10	6,670.10
Quote	<p>*****</p> <p>Please assume a +4-5% Annual Factory Price Increase to the prices quoted above for any valves ordered 2025-2028. Upon request his quote will be updated annually with current pricing. Quoted by: andrea.harris@kgsnorthwest.com FOB: Ship Point @ Factory (Kimball, TN 30506)</p>			

TOTAL **\$36,001.62**

Accepted By

Accepted Date



Agenda Sheet for City Council:

Committee: Public Safety **Date:** 04/08/2024

Committee Agenda type: Discussion

Date Rec'd

3/28/2024

Clerk's File #

ORD C36513

Renews #

Cross Ref #

Council Meeting Date: 04/22/2024

Submitting Dept

FIRE

Project #

Contact Name/Phone

LANCE DAHL (509)625-7005

Bid #

Contact E-Mail

IDAHL@SPOKANECITY.ORG

Requisition #

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

PDILLON BWILKERSON MCATHCART

Agenda Item Name

2021 WILDLAND URBAN INTERFACE CODE ADOPTION (IWUIC)

Agenda Wording

Adopt the 2021 Wildland Urban Interface Code Adoption, which will give the City of Spokane the tools it needs to allow building in Wildland-urban interface areas.

Summary (Background)

These tools will allow us and the community to follow nationally recognized standards when evaluating properties in the wildland-urban interface areas. Using these tools will allow Spokane Citizens the flexibility to modify their property to account for defensible space and the proper level of ignition resistant materials as related to these requirements. Thus, providing a higher level of safety to the Spokane Community.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? NO

Total Cost

\$ N/A

Current Year Cost

\$ N/A

Subsequent Year(s) Cost

\$ N/A

Narrative

Amount

Budget Account

Select

\$

#

Select

\$

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Select

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Select

\$

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\$

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\$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

<u>Dept Head</u>	O'BERG, JULIE
<u>Division Director</u>	O'BERG, JULIE
<u>Accounting Manager</u>	SCHMITT, KEVIN
<u>Legal</u>	SCHOEDEL, ELIZABETH
<u>For the Mayor</u>	PICCOLO, MIKE

Additional Approvals

Distribution List

Lance Dahl idahl@spokanecity.org	SFD Accounting sfdaccounting@spokanecity.org
Sue Raymon sraymon@spokanecity.org	Kevin Schmitt kschmitt@spokanecity.org
Dave Kokot dkokot@spokanecity.org	Julie O'Berg joberg@spokanecity.org
Tom Williams tmwilliams@spokanecity.org	Dermott Murphy dgmurphy@spokanecity.org

Council Briefing Paper

Public Safety and Community Health

Committee Date	PSCHC * April 8, 2024
Submitting Department	Spokane Fire
Contact Name	Deputy Chief Lance Dahl, Dermott Murphy Building Official
Contact Email & Phone	idahl@spokanecity.org
Council Sponsor(s)	Paul Dillon, Betsy Wilkerson, Michael Cathcart
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	2021 Wildland Urban Interface Code Adoption (IWUIC)
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>*use the Fiscal Impact box below for relevant financial information</p> <p>Adopt the 2021 Wildland Urban Interface Code Adoption (IWUIC), which will give the City of Spokane the tools it needs to allow building in Wildland-urban interface areas. These tools will allow us and the community to follow nationally recognized standards when evaluating properties in the Wildland-urban interface areas. Using these tools will allow Spokane Citizens the flexibility to modify their property to account for defensible space and the proper level of ignition resistant materials as related to these requirements. Thus, providing a higher level of safety to the Spokane Community. The currently adopted Washington State Wildland Urban Interface Code (WUI) passed this last Legislative session does not take into account defensible space and requires everyone that builds in the wildland urban interface to build at the highest standard of ignition resistant materials (IRI).</p>

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

 Current year cost:

 Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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? 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

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

ORDINANCE NO. C36513

An ordinance relating to the fire code amending SMC section 17F.110.010 of the Spokane Municipal Code.

WHEREAS, The recent wildland fires in the Spokane area have heightened the concerns about building construction in wildland urban interface areas, and the City of Spokane Developer Services Center and Spokane Fire Department is looking to continue to prevent and mitigate the loss of life and property from wildfires through focused programs, mitigation, and construction codes; and

WHEREAS, wildfires are responsible for significant reduction of loss of property, life, financial loss, and major disruption to city infrastructure and services; and

WHEREAS, the existing adopted Wildland Urban Interface Code (WUI) by Spokane was intended to use the State amended version as a basis and the State version has removed key sections of the model code; and

WHEREAS, the Department of Natural Resources has developed a base map that can be used to determine wildland urban interface areas in the jurisdiction and will be updated per State Legislative action; and

WHEREAS, the Washington State Legislature has adopted a WUI that applies the most restrictive requirements to construction in the wildland urban interface; and

WHEREAS, the model IWUIC is allowed by RCW 19.27.031 to be adopted in lieu of the State amended version.

NOW THEREFORE, the City of Spokane does ordain:

Section 17F.110.010 Adoption of International Wildland-Urban Interface Code

- A. The ((~~Washington State current amended edition of the~~)) International Wildland-Urban Interface Code (IWUIC) including appendices and related standards, published by the International Code Council, as modified by this title, is adopted by of the City of Spokane except as otherwise provided. The edition adopted of the IWUIC shall be the same edition as the International Building Code adopted by Washington State.
- B. The following amendments are made to the International Wildland-Urban Interface Code:

1. Section 101.1 is modified to read as follows:

101.1 Title. These regulations shall be known as the Wildland-Urban Interface Code of the City of Spokane, hereinafter referred to as “this code”.

~~((2)) Sections 101.5, 108.3, 108.4, 108.7, 402.1.1, 402.1.2, 402.2, 402.2.1, 402.2.2, and 402.3 are adopted as published.))~~

2~~((3))~~ Section 103.1 is modified to read as follows:

103.1 Creation of enforcement agency. The building code official and fire code official are hereby authorized to administer and enforce this code, or designated sections thereof, and all ordinances of the City of Spokane pertaining to designated wildland-urban interface areas. For such purposes, ~~((the code building official and fire marshal shall be known as the code))~~ official. the building code official shall have authority over building specific requirements, and the fire code official shall have authority over site specific requirements.

3~~((4))~~ Section 110.4.7 is modified to read as follows:

110.4.7 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class I civil infraction. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

PASSED by the City Council on _____

Council President

Attest:

Approved as to form:

City Clerk

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 04/08/2024**Committee Agenda type:** Discussion**Date Rec'd**

3/28/2024

Clerk's File #

ORD C36515

Renews #**Cross Ref #****Council Meeting Date:** 04/22/2024**Submitting Dept**

CITY COUNCIL

Project #**Contact Name/Phone**

PAUL DILLON 6714

Bid #**Contact E-Mail**

PDILLON@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

PDILLON ZZAPPONE LNAVARRETE

Agenda Item Name

0320 - ORDINANCE RELATING TO RESIDENTIAL RENTAL PROPERTIES

Agenda Wording

AN ORDINANCE relating to residential rental properties and establishing minimum notice period for residential rent increases, amending sections 10.57.130 and 10.57.140 of the Spokane Municipal Code, creating a new Section 10.57.160 of the Spokane Mun

Summary (Background)

An ordinance requiring a minimum of 180 days' prior notice to tenants whenever the housing costs to be charged a tenant are to increase and creating a new section, 10.57.160.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative**Amount****Budget Account**

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	City Council
Contact Name	Paul Dillon
Contact Email & Phone	pdillon@spokanecity.org
Council Sponsor(s)	CM Dillon, CM Zappone, CM Navarrete
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5
Agenda Item Name	Ordinance relating to residential rental properties
Summary (Background) *use the Fiscal Impact box below for relevant financial information	An ordinance requiring a minimum of 180 days' prior notice to tenants whenever the housing costs to be charged a tenant are to increase and creating a new section, 10.57.160.
Proposed Council Action	Move resolution to legislative meeting
Fiscal Impact	
Total Cost:	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Specify funding source: Department's Operating Budget	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring	
Other budget impacts: (revenue generating, match requirements, etc.) N/A	
Operations Impacts (If N/A, please give a brief description as to why)	
No operational impacts as the onus for notice is on landlords, not the city. The city will monitor compliance.	
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? If proper notice is not given, tenants have the ability to make a complaint with code enforcement.	
How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution? Data will be gathered through tenant reporting.	
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 ordinance will improve the health and safety of city residents that rent property. It provides a tenant additional time to find an alternate location to rent if the increase is unaffordable or allows additional time for a tenant to assess financial ability to pay the increase.	

ORDINANCE NO. C36515

AN ORDINANCE relating to residential rental properties and establishing minimum notice period for residential rent increases, amending sections 10.57.130 and 10.57.140 of the Spokane Municipal Code, creating a new Section 10.57.160 of the Spokane Municipal Code, and establishing an effective date.

WHEREAS, housing affordability and homelessness are a growing problem in the City of Spokane; and

WHEREAS, average rents continue to grow in Spokane and the broader region, while vacancies in rental housing are low, making it increasingly difficult for tenants, especially people with limited finances, to obtain rental housing; and

WHEREAS, in 2022, over 21,000 households (almost 90%) of renters in Spokane are cost-burdened, which means they spend over 30% of their income on rent, and 35% of renters spend 50% or more for shelter costs; and

WHEREAS, a large number of Spokane residents are renters and sudden rent increases may cause a tenant to become displaced due to inability to pay the increased rent if not given an ample amount of time to arrange for alternative housing; and

WHEREAS, conditions in the rental market have created a barrier to relocation because tenants face a significant amount of cost in order to afford rental deposits, security deposits, pet deposits, moving expenses, utility fees, etc.; this is especially true for people with limited finances who may be unable to save money in a limited amount of time; and

WHEREAS, displacement from a rental unit can increase the potential for an individual or family to experience homelessness; and

WHEREAS, this policy will increase housing stability for low-income renters in the City of Spokane by alleviating displacement pressures from rent increases that are noticed without time for the renter to plan for a new home; and

WHEREAS, increasing the notice period required for significant rent increases will help tenants to prepare for moving expenses or seek assistance in locating new housing; and

WHEREAS, the Spokane City Council desires to amend Chapter 10.57 to adopt the proposed protection, and finds that this ordinance will protect and promote the health, safety and welfare of the residents of the City of Spokane.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. Section 10.57.130 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.130 Anti-Retaliation Protections

A. Purpose and Intent.

Due to fears of retaliation, tenants may fear speaking up about housing habitability issues, practices relating to collection of past due rent, enforcing their rights as tenants, or organizing as tenants. State law provides protection against retaliation, and the City of Spokane intends for its code to provide additional protections.

B. Prohibition on retaliation.

1. No landlord or owner or manager of residential rental real property in Spokane may intimidate any person because that person is engaging in activities designed to make other persons aware of, or encouraging such other persons to exercise rights granted or protected by the fair housing laws, or engaging in political speech or political organizing.
2. No person may threaten any employee or agent with dismissal or an adverse employment action, or take such adverse employment action, for any effort to assist any person in the exercise of their fair housing rights.
3. Landlords are prohibited from retaliating against individuals for invoking their rights or protections under subsections 10.57.115, 10.57.116, and 10.57.160.
4. For purposes of this section, “fair housing laws” and “fair housing rights” include the federal Fair Housing Act, and the Washington Law Against Discrimination.

Section 2. Section 10.57.140 of the Spokane Municipal Code is amended to read as follows:

Section 10.57.140 Private Right of Action

- A. Any person or class of persons who claim to have been injured by a violation of sections 10.57.020(H), 10.57.110, 10.57.120, ((or)) 10.57.130, or 10.57.160 may commence a civil action in Superior Court, not later than three (3) years after the occurrence of the alleged violation to obtain relief with respect to such violation. Upon prevailing, such aggrieved person may be awarded reasonable attorneys’ fees and costs, and such other legal and equitable relief as appropriate to remedy the violation including, without limitation, the payment of compensatory damages, a penalty of up to \$500, and injunctive relief.
- B. If a landlord fails to comply with the requirements of sections 10.57.020(H), 10.57.110, 10.57.120, ((or)) 10.57.130, or 10.57.160. and such failure was not

caused by the tenant, the tenant may terminate the rental agreement by written notice pursuant to law.

Section 3. There is enacted a new chapter 10.57.160 to Title 10 of the Spokane Municipal Code to read as follows:

10.57.160 Minimum Notice to Increase Rent

A landlord may not increase residential rent except in accordance with this section.

- A. A landlord is required to provide at least 180 days prior written notice whenever the periodic or monthly rent to be charged a residential tenant will increase by any amount charged the same tenant for the same housing unit, except as provided by RCW 59.18.140(3)(b) as it exists or is hereinafter amended for a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household.
- B. Any notice of residential rent increase shall specify the percentage of the rent increase, the amount of the new rent, and the date on which the increase becomes effective.
- C. Any notice of a residential rent increase shall be served in accordance with RCW 59.12.040.
- D. For purposes of this section, the term “rent” shall have the meaning set forth in RCW 59.18.030 (29), as amended from time to time

Section 4. Effective Date. This ordinance shall go into effect on June 1, 2024 or the effective date set by Section 19 of the City Charter, whichever is later.

Section 5. 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 6. Clerical Errors. 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:

City Clerk

Mayor

Approved as to form:

City Attorney

Date

Effective Date



Agenda Sheet for City Council:

Committee: Finance & Administration **Date:** 03/25/2024

Committee Agenda type: Discussion

Date Rec'd

4/10/2024

Clerk's File #

ORD C36516

Renews #

Cross Ref #

Council Meeting Date: 04/22/2024

Submitting Dept

CITY COUNCIL

Project #

Contact Name/Phone

CM'S CATHCART & BINGLE X6255

Bid #

Contact E-Mail

MCATHCART@SPOKANECITY.ORG

Requisition #

Agenda Item Type

First Reading Ordinance

Council Sponsor(s)

MCATHCART JBINGLE

Agenda Item Name

0320 - EMERGENCY ORDINANCE REGULATORY ORDINANCE

Agenda Wording

An ordinance establishing a definition of "emergency" for the purposes of governing legislation of the City Council and ensuring the appropriate use of emergency ordinances, and adding a new Section 01.01.080 to the Spokane Municipal Code.

Summary (Background)

This ordinance establishes a detailed definition of "emergency" for the purposes of future legislation and requires the City Council to make certain findings before adopting an emergency ordinance. The goal of the ordinance is to ensure the appropriate use of emergency ordinances.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Neutral \$

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Select \$

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#

Committee Agenda Sheet

Finance & Administration Committee

Committee Date	March 25, 2024
Submitting Department	City Council - Cathcart
Contact Name	Shae Blackwell
Contact Email & Phone	sblackwell@spokanecity.org x6224
Council Sponsor(s)	CM Cathcart, CM Bingle
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10
Agenda Item Name	Emergency Ordinance Regulatory Ordinance
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>An ordinance is a law created by a local government, such as City Council. Ordinances can cover a variety of topics, including things like zoning and rental building requirements. The full collection of city ordinances is referred to as the "municipal code" or "city code". Once an ordinance is approved by City Council, it typically goes into effect thirty days after it is signed by the Mayor. Under the city charter, certain ordinances go into effect immediately after they passed by the council, including "emergency ordinances." These ordinances are not subject to veto by the mayor or the citizen referendum process. The charter does not define an emergency in detail. This ordinance establishes a detailed definition of "emergency" for the purposes of future legislation and requires the City Council to make certain findings before adopting an emergency ordinance. The goal of the ordinance is to ensure the appropriate use of emergency ordinances.</p>
<p>*use the Fiscal Impact box below for relevant financial information</p>	

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: [Click or tap here to enter text.](#)

Current year cost:

Subsequent year(s) cost:

Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc? [Click or tap here to enter text.](#)

Expense Occurrence One-time Recurring N/A

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?

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.

This ordinance was not reviewed by a Council subcommittee.

ORDINANCE C36516

An ordinance establishing a definition of "emergency" for the purposes of governing legislation of the City Council and ensuring the appropriate use of emergency ordinances, and adding a new Section 01.01.080 to the Spokane Municipal Code.

WHEREAS, section 16 of the Spokane City Charter specifies that ordinances necessary “for the protection of public health, public safety, public property, or the public peace” are effective immediately and not subject to mayoral veto; and

WHEREAS, section 19 of the Spokane City Charter similarly permits the City Council to adopt ordinances on an emergency basis as necessary “for the immediate preservation of the public peace, health, or safety or for the immediate support of City government and its existing public institutions” and requires such ordinances to be adopted by five affirmative votes; and

WHEREAS, section 83 of the Spokane City Charter allows the public to commence a protest of the enactment of any ordinance and thereby delay its effective date by submission of a qualified petition prior to the effective date of the ordinance, but this referendum process is not available to protest an ordinance passed on an emergency basis; and

WHEREAS, state law governs that adoption of ordinances by municipalities with respect to budget and appropriations; and

WHEREAS, the Spokane City Council recognizes the necessity to further define the circumstances when non-budget emergency ordinances are appropriate, and to confine them to those occasions demanding an immediate response to safeguard the public peace, health, and safety, and to provide support of City government and its existing public institutions.

NOW, THEREFORE, the City of Spokane does hereby ordain as follows:

Section 1. A new section 01.01.080 of the Spokane Municipal Code is created as follows:

Section 02.005.110 - Emergency Ordinance Provisions

A. Definitions.

1. **“Emergency Ordinance”** refers to any non-budget ordinance enacted by the Spokane City Council in response to an unforeseen combination of circumstances that demands immediate action. An "emergency" is characterized by a situation where delay in action to a future regular City Council meeting or a delay in the effectiveness of the ordinance poses an imminent threat to public health, safety, or welfare, necessitating urgent intervention to prevent or mitigate significant harm to the community.

B. Emergency Ordinance Criteria

1. An emergency ordinance may be adopted only when the ordinance includes detailed findings regarding all the following:
 - a. There is evidence of an imminent threat that could result in significant harm to the public health, safety, or welfare of the citizens of Spokane;
 - b. The situation is sudden, unexpected, and requires immediate action to prevent or mitigate the threat;
 - c. The normal course of legislative procedures of the City Council cannot timely address the threat without causing or exacerbating harm to the community; and
 - d. A citizens’ referendum delaying the effective date of the ordinance will be detrimental to the public health, safety, or welfare.
2. In the event an emergency ordinance is prompted in part or in whole by confidential or privileged information disclosed to City Council, the written findings shall describe the legal constraints or exigencies to the greatest extent possible.
3. Every non-budget emergency ordinance shall require five affirmative votes.
4. Conditions precluding the declaration of an emergency; Effect of deferral:
 - a. The non-budget ordinance has been deferred by the City Council for consideration longer than four calendar days beyond its initial reading at a City Council legislative

session, except when the next available council meeting has been deferred to accommodate standing established city holiday.

- b. The non-budget ordinance has remained on any standing committee agenda for more than ten calendar days, whether or not there have been intervening holidays.
- c. Upon deferral of a non-budget ordinance containing an emergency clause for more than four calendar days, the ordinance shall be deemed amended to a non-emergency ordinance and adopted by the council only after two separate readings by title.

5. Effect of Adoption Not in Compliance

Any non-budget emergency ordinance adopted in violation of Subsection B above shall be deemed void ab initio.

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

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 04/15/2024**Committee Agenda type:** Discussion**Date Rec'd**

4/17/2024

Clerk's File #

ORD C36517

Renews #**Cross Ref #****Council Meeting Date:** 04/29/2024**Submitting Dept**

MAYOR

Project #**Contact Name/Phone**

ADAM 6779

Bid #**Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Agenda Item Name

ORDINANCE ESTABLISHING A TRANSPORTATION COMMISSION

Agenda Wording

This ordinance will create a citizen's Transportation Commission. The purpose of the Transportation Commission is to unify the roles of various existing transportation-related boards, committees and sub-committees and create a transparent process.

Summary (Background)

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state law.?? Background The City of Spokane has four transportation-related boards and commissions: (BAB, CTAB, Pkg Advisory, & PCTS)

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

The creation of the Transportation Commission has no fiscal impact, however it will save staff time.

Amount**Budget Account**

Select \$ #

Select \$ #

Select \$ #

Select \$ #

\$ #

\$ #



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

Approvals

Dept Head

JONES, GARRETT

Division Director

Accounting Manager

BUSTOS, KIM

Legal

SCHOEDEL, ELIZABETH

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

amcdaniel@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	4/15/2024
Submitting Department	Mayor's Office
Contact Name	Adam McDaniel Spencer Gardner Colin Quinn-Hurst
Contact Email & Phone	amcdaniel@spokanecity.org
Council Sponsor(s)	Please enter the name of the Council Sponsor(s)
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 10 minutes
Agenda Item Name	Ordinance Establishing a Transportation Commission
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Overview</p> <p>This ordinance will create a citizen's Transportation Commission. The purpose of the Transportation Commission is to unify the roles of various existing transportation-related boards, committees and sub-committees and create a transparent process for the passage of formal recommendations to City Council and the Mayor's Office regarding transportation policies, initiatives, projects, and programs.</p> <p>Purpose</p> <p>The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state law.</p> <p>Background</p> <p>The City of Spokane has four transportation-related boards and commissions:</p> <ul style="list-style-type: none"> • Bicycle Advisory Board (BAB) • Citizens' Transportation Advisory Board (CTAB) • Parking Advisory Board • Plan Commission Transportation Subcommittee (PCTS) <p>These transportation-related boards and commissions lack a clear and unified process for passing formal recommendations to the City Council and to the Mayor's Office. Furthermore, the City has struggled to recruit enough applicants to fill the positions established by these four boards. Because roles and responsibilities within these boards often overlap, both residents and City staff find it challenging to identify the appropriate advisory body to attend for a given topic. City staff regularly give the same presentation to multiple advisory bodies. Consolidating the boards into one Transportation Commission will provide a transparent and holistic venue for consideration of transportation initiatives, programs, and projects and a formalized process for making recommendations to the City Council and Administration.</p> <p>The Transportation Commission format is consistent with best practices adopted by other mid-size and large cities in the State of Washington (Bellevue, Bellingham, Kirkland, & Tacoma, and Vancouver).</p>

Section 1

Establishes Planning and Economic Development Services as the departmental staff to the Transportation Commission. This mirrors Planning and Economic Development Services' current role as administrative staff to the Plan Commission Transportation Subcommittee and Bicycle Advisory Board.

Sections 2-4

The municipal code sections governing the Citizens' Transportation Advisory Board (CTAB) and the Parking Advisory Board will be repealed. Plan Commission Transportation Subcommittee was created by a 2014 resolution and its consolidation into the Transportation Commission does not require any code change. The Transportation Commission will assume all the duties and responsibilities of these boards.

Section 5

04.40.10 – Purpose statement

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state law.

04.40.020 – Definitions section

04.40.030 – Voting Membership

- The Transportation Commission will consist of 9 commissioners nominated by the Mayor and appointed by the City Council through the normal boards and commissions process.
- Each city council district will have one resident on the Commission.
- One member will be a downtown resident or owner/operator of a downtown business who has experience with the City's parking system.
- One at-large member will represent the bicycling community and be familiar with the Bicycle Master Plan.
- The Commission will also include four members with technical expertise who either reside in the city or work in the city. One of those experts will bring an expertise focused on ADA requirements and experience with the transportation needs of mobility-impaired populations.

04.40.040 – Appointment and Term

- Commission member terms will be four years. This matches the term length for Plan Commission.

04.40.050 – Liaison Members

- A city council member is added as a liaison to mirror Plan Commission.

- A Community Assembly member is added as a liaison to be appointed annually by the Community Assembly.
- Allows representatives of agencies with transportation interests in the city to join the Commission as non-voting liaison members. This includes SRTC, STA, WSDOT, SRHD, Spokane Public Schools, Downtown Spokane Partnership, and others.

04.40.060 – Officers (mirrors Plan Commission’s officer section)

04.40.70 – Ancillary Powers

- Mirrors Plan Commission; Adds a line to support joint meetings with the City Council and other relevant boards.

04.40.80 – Duties & Responsibilities – The Commission’s annual work plan will be adopted by the City Council. It will be established in consultation with Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, and the City Council’s Transportation Benefit District Administrator and Manager of Neighborhood Connectivity Initiatives.

Six-Year Street Program

The Commission will review and make recommendations, in consultation with Plan Commission, on street improvements in the Six-Year Comprehensive Street Program. Integrated Capital Management will provide administrative support. This function is currently performed by the Plan Commission Transportation Subcommittee (PCTS).

Transportation Benefit District

The Commission will make annual recommendations to the City Council for residential street funds and sidewalk projects. The Council’s Transportation Benefit District Administrator will provide support to the Commission for this function with assistance from the Street Department. This function is currently performed by the Citizens’ Transportation Advisory Board (CTAB).

Bicycle Master Plan & Pedetrian Master Plan

The Commission will make recommendations on revisions and updates to the Bicycle Master Plan and the Pedestrian Master Plan in consultation with the Plan Commission and Bicycle Advisory Board. Planning and Economic Development will provide administrative support for this function.

Parking System

The Commission will make recommendations on parking rates and projects to improve the parking environment. Code Enforcement and Parking Services provide administrative support for this function. This function is currently performed by the Parking Advisory Board.

Automated Traffic Safety Cameras (Traffic Calming)

- The Commission will make annual recommendations to the City Council on the addition/relocation/removal of traffic safety cameras.
- The Commission will review and make annual recommendations to the City Council on eligible projects from traffic safety camera

revenue in compliance with state law Projects and expenditures already approved by Council are not affected by this ordinance.

- The City Council's Manger of Neighborhood Connectivity Initiatives will provide administrative support for this function.

Reporting

The Commission is required to submit an annual state of transportation report to Council to be published. This report will include the status of transportation projects and the status/outcome of any transportation studies. The report will satisfy the annual reporting requirements of the Transportation Benefit District.

4.40.090 Equity Considerations

Appointments to the Commission shall seek adequate representation from community members with disabilities and from historically underrepresented and/or marginalized communities.

The Commission shall consider the effect of its policy and funding recommendations on community members with disabilities and shall consider the effect on historically underrepresented and/or marginalized communities.

Fiscal Impact

Approved in current year budget? Yes No N/A

Total Cost: \$0

Current year cost: \$0

Subsequent year(s) cost:

Narrative: The creation of the Transportation Commission has no fiscal impact, however it will save staff time.

Funding Source One-time Recurring N/A

Specify funding source: Select Funding Source*

Is this funding source sustainable for future years, months, etc?

Expense Occurrence One-time Recurring N/A

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 Commission will have members from every Council district. The purpose of the Transportation Commission is to provide recommendations to the Mayor and City Council on the transportation projects and programs necessary to achieve a safe and equitable multimodal transportation system. The Mayor and City Council shall seek adequate representation from community members with disabilities and from historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.

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

The Commission will issue an annual report. This report will include how the Commission is fulfilling its purpose of providing advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system. The Commission is required to consider the effect of its policy and funding recommendations on community members with disabilities and on historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.

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

The Commission will issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, transportation improvement expenditures, revenues, construction schedules, and the status and outcome of any transportation studies. The report should also include feedback on the Transportation Commission and its processes and procedures.

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 TR Goal A: Promote A Sense of Place

Comprehensive Plan TR Goal B: Provide Transportation Choices

Comprehensive Plan TR Goal C: Accommodate Access to Daily Needs and Priority Destinations

Comprehensive Plan TR Goal D: Promote Economic Opportunity

Comprehensive Plan TR Goal E: Respect Natural & Community Assets

Comprehensive Plan TR Goal F: Enhance Public Health & Safety

Comprehensive Plan TR Goal G: Maximize Public Benefits and Fiscal Responsibility With Integration

SMC 08.16 – Transportation Benefit District

SMC 16A.84 – Transportation Priority – Pedestrian Safety

SMC 07.08.130 – Parking System Fund

SMC 16A.64 Automated Traffic Camera Systems

Resolution 2014-0078

HB 2384

Sustainability Action Plan Goal 2

ORDINANCE NO C36517

An ordinance establishing the Transportation Commission; repealing Chapters 04.37 and 04.38 of the Spokane Municipal Code; amending Sections 04.16.020 and 04.16.030 of the Spokane Municipal Code; amending Section 03.01A.365 of the Spokane Municipal Code; and adopting a new chapter 04.40 to Title 04 of the Spokane Municipal Code.

WHEREAS, the City Council and Mayor agree that the City's multiple transportation-related advisory committees, subcommittees, and boards often review and consider similar projects, and often have membership and staffing structures that overlap, all resulting in duplicate processes and unnecessary devotion of staff time to support those advisory bodies; and

WHEREAS the City Council and Mayor deem it beneficial to align existing advisory, transportation-related bodies under a unified Transportation Commission to leverage existing expertise, to improve and elevate citizen input, to prevent duplication of effort and staff time, and to provide a holistic review of the City of Spokane's transportation system; and

WHEREAS, in constructing and populating its boards and commissions, the City is committed to encouraging individuals from diverse backgrounds to apply, and to ensure in the composition of those boards and commissions a representation of all ages, ability, ethnicity, gender identity, geographical location, indigenous background, national origin, race, religion, sexual orientation, social class, and veteran status, as well as ensuring representation from historically marginalized communities.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1 . That Section 03.01A.365 of Chapter 03.01A of the Spokane Municipal Code is amended to read as follows:

03.01A.365 Planning and Economic Development Services

The ~~((planning and economic development services))~~ Planning and Economic Development Services department is responsible for preparation and maintenance of the Comprehensive Plan ~~((comprehensive plan))~~ to guide the community's long-term physical, economic and social growth and for other matters of neighborhood and City planning, including regional coordination and urban design. The department supports plan implementation measures using development regulations, capital improvement plans and annexation programs; administers current planning activities such as rezoning, planned unit developments, subdivisions, environmental review, and variances; reviews development permits for compliance with land use codes; and promotes economic growth, redevelopment and developer incentives to enhance the quality of life in the community.

- A. The department enforces land use regulations and works with various city, county and state agencies in the regulation of property use requirements. The department addresses the community's business needs and coordinates revitalization programs with an emphasis on sustainable economic growth. The department reviews transportation and traffic planning, street improvement proposals and transportation-related development issues.
- B. Through the administration section, the department serves as staff to the Plan Commission (~~((plan commission))~~), Design Review Board (~~((design review board))~~), ~~((and bicycle advisory board))~~ Bicycle Advisory Board, and Transportation Commission.
- C. Any applicant offered the position of director of Planning and Economic Development Services (~~((planning and economic development services))~~) for the City of Spokane shall meet or exceed the following qualifications at the time the offer of employment is made:
1. (~~((bachelors))~~) bachelor's or (~~((masters))~~) master's degree in urban planning, public administration or a related field;
 2. American Institute of Certified Planners (AICP) certification;
 3. minimum of eight years of progressively responsible planning experience;
 4. minimum of four years of experience in a supervisory capacity, including significant experience managing complex projects and management experience related to long-range planning or land use planning;
 5. demonstrated responsibility for budgets exceeding one million dollars;
 6. demonstrated substantial coursework in land use and urban planning principles;
 7. demonstrated knowledge of federal, state and local laws and regulations as they apply to urban planning, particularly with regard to of the State of Washington's Growth Management Act;
 8. demonstrated record of implementing projects consistent with a comprehensive plan or other adopted plans;
 9. demonstrated knowledge of real estate terminology, laws, practices, principles, and regulations;
 10. demonstrated knowledge of basic environmental function and values;

11. demonstrated skills in oral and written communication to individuals and groups in a public setting; and

12. demonstrated ability to work across departments and disciplines.

Equivalent combination of education and experience may substitute for the requirements 3-10.

- D. The ~~((planning and economic development services))~~ Planning and Economic Development Services director shall be appointed by the ~~((mayor))~~ Mayor, with approval by a majority of the ~~((city council))~~ City Council, pursuant to section 24 of the Spokane ~~((city charter))~~ City Charter.

Section 2. That Chapter 04.16.020 of the Spokane Municipal Code is amended as follows.

4.16.020 General Purpose

The Bicycle Advisory Board is established to provide ~~((advice))~~ recommendations to the Transportation Commission in order to advise the mayor, the city council, and departments and offices of the City on matters relating to bicycling and to raise public awareness of bicycling issues.

Section 3. That Section 04.16.030 of Chapter 04.16 of the Spokane Municipal Code is amended as follows.

4.16.030 Specific Functions

Without limiting the scope of [SMC 4.16.020](#) the Bicycle Advisory Board is given the following functions and responsibilities:

- A. To initiate and/or assist in revisions to the City's bikeways plan.
- B. To review proposals and plans for spot improvements and bikeways and provide timely comments to the Transportation Commission and affected agencies.
- C. To review, evaluate and comment on the annual six-year bikeways program.
- D. To promote bicycling as a viable form of urban transportation.
- E. To promote improved safety to reduce accidents and thefts of bicycles by evaluating and recommending changes in design standards for on-street and off-street bikeways, trails and paths accessible to bicyclists, and for secured parking racks and lockers.
- F. To develop possible demonstration projects to encourage commuting through provision of safe, accessible routes, secure bike parking facilities and facilities for commuter clean-up and changing from riding to work clothes.

Section 4. That Chapter 04.37 of the Spokane Municipal Code is repealed.

Section 5. That Chapter 04.38 of the Spokane Municipal Code is repealed.

Section 6. There is enacted a new chapter 04.40 to Title 04 of the Spokane Municipal Code to read as follows:

Chapter 04.40	Transportation Commission
04.40.010	Purpose
04.40.020	Definitions
04.40.030	Membership
04.40.040	Appointment and Term
04.40.050	Liaison Members
04.40.060	Officers
04.40.070	Ancillary Powers
04.40.080	Duties and Responsibilities
04.40.090	Equity Considerations
04.40.100	Removal of Commissioners

04.40.010 Purpose

The purpose of the Transportation Commission is to provide advice and recommendations to the Mayor and City Council on the plans and programs necessary to achieve a safe and equitable multimodal transportation system consistent with the Comprehensive Plan, the policies of the City as adopted by the City Council, and within the parameters set forth in state and local law.

04.40.020 Definitions

- A. "Bicycle Master Plan" means a component of the Comprehensive Plan focusing on developing a connected bicycle network, support facilities and programs necessary to improve the environment for bicycling and multimodal transportation.
- B. "Pedestrian Master Plan" means a component of the Comprehensive Plan focusing on the recommended policies and best practices necessary to improve and enhance the pedestrian environment.
- C. "Manager of Neighborhood Connectivity Initiatives" means the staff member assigned by the Spokane City Council to assist with the automated traffic safety camera program authorized by RCW 46.63 and SMC 16A.64.
- D. "Six-Year Street Program" means the capital street projects planned over the upcoming six years updated annually in accordance with state law.
- E. "Transportation Benefit District (TBD)" means the independent taxing district created by the City Council pursuant to RCW 36.73 for the sole purpose of making annual improvements to the operation, preservation and maintenance of the City's existing transportation facilities and programs set forth in the six-year pavement

maintenance program and pedestrian program.

- F. "Transportation Benefit District (TBD) Administrator" means the staff member assigned by the Spokane City Council to assist the Transportation Benefit District in the duties and responsibilities outlined in RCW 36.73 and SMC 08.16.
- G. "Spokane Safe Streets Program" means programs and infrastructure funded by automated traffic safety cameras pursuant to RCW 46.63 and SMC 16A.64.

04.40.030 Membership

The Transportation Commission shall consist of nine commissioners nominated by the mayor and appointed by the city council, except for the member of the Bicycle Advisory Board who shall be selected as provided in subsection C. The membership shall consist of:

- A. One resident of each city council district that brings a broad range of perspectives and experience utilizing multiple modes of transportation in the city of Spokane;
- B. One representative who either resides in, or owns or operates a business in, the downtown district and who has experience with the City parking system and multiple modes of transportation in the city of Spokane;
- C. One at-large member representing the bicycling community as a member of the Bicycle Advisory Board who shall be selected by that board and shall be familiar with the development and implementation of the Bicycle Master Plan; and
- D. Three at-large members with technical transportation expertise to include but not limited to expertise in: transportation planning, pedestrian facilities, bicycle facilities, public transit, traffic safety programs, transportation technology, parking policy, public health, freight mobility, or commercial transportation. Technical experts may live or work in the city of Spokane.
- E. One at-large member with technical transportation expertise focused on ADA requirements and providing for the needs of mobility-impaired populations.

04.40.040 Appointment and Term

A. Term

1. The term of office shall be four years.
2. The terms of the three commissioners appointed under 04.40.030(A) shall expire in odd-numbered years, with two terms expiring in one odd-numbered year and the other term expiring in the subsequent odd-numbered year.
3. The term of the one commissioner appointed under 04.40.030(B) shall expire in odd-numbered years commencing in the year 2025.

4. The seat of the one commissioner appointed under 04.40.030(C) shall expire or renew as determined by action of the Bicycle Advisory Board; provided, no Bicycle Advisory Board member shall serve more than four consecutive terms on the Transportation Commission.
5. The terms of the four commissioners appointed under 04.40.030(D) and 04.40.030(E) shall expire in even-numbered years, with two terms expiring each even-numbered year.
6. Initial and subsequent commissioners may be appointed to such shorter and/or longer terms as are necessary to achieve this term cycle.
7. No commissioner shall serve more than two consecutive full terms.

B. Vacancy

1. Any vacancy shall be filled for an unexpired term in the same manner as for an original appointment under this section as amended.
2. Appointment to fill the balance of an unexpired term where more than half of the unexpired term remains shall be considered a full term.

04.40.050 Liaison Members

- A. Representatives of the following agencies with transportation interests within the city of Spokane may join the Transportation Commission as members in liaison roles: Spokane Transit Authority, Spokane Regional Transportation Council, Washington State Department of Transportation, Spokane Regional Health District, Parking and Business Improvement Area, Downtown Spokane, Partnership, University District Public Development Authority, and Spokane Public Schools. Additional liaisons representing agencies not listed in this section may be admitted upon majority vote of the Commission.
- B. The City Council shall appoint one city council member to serve as liaison to the Transportation Commission.
- C. The Community Assembly may nominate a member of the assembly to serve as a liaison to the Transportation Commission.
- D. Liaison members shall be non-voting members in Transportation Commission business.
- E. Liaison members shall be selected by the agency or body represented on the Transportation Commission and shall not be subject to mayoral appointment or council approval of their appointment.

- F. The Community Assembly and any agency with a representative serving as a liaison to the Transportation Commission may identify an alternate member of the assembly or agency to serve in the absence of the designated liaison.

04.40.060 Officers

- A. The Transportation Commission shall select a Chair and Vice Chair of the Commission from among those members appointed through the process outlined in SMC 04.40.030 for a term of two years. No person shall serve as chair for more than two consecutive two-year terms. The chair shall preside over meetings and the vice chair shall preside over meetings in the absence of the chair.

- B. The Planning and Economic Developments Services director, or his or her designee, shall serve as secretary to the Commission.

- C. The Transportation Commission may appoint other officers as it deems necessary.

04.40.070 Ancillary Powers

The Transportation Commission shall have the power to:

- A. adopt internal rules of procedure to accomplish its duties;
- B. use administrative support and staff as well as technical support from appropriate City departments and offices as necessary to assist the commission in the performance of its functions, maintenance of its records, and preparation of official correspondence;
- C. organize itself, establish workgroups, committees, or subcommittees, establish annual work programs in consultation with the appropriate city department heads, and delegate duties for the performance of its work;
- D. Host joint meetings with the City Council and relevant boards and commissions.

04.40.080 Duties and Responsibilities

The Transportation Commission shall have the following duties and responsibilities:

- A. Six-Year Comprehensive Street Program - The Transportation Commission, in consultation with the Plan Commission, may review and make recommendations on street improvements as part of the Six-Year Comprehensive Street Program. Integrated Capital Management shall provide staff support to the Transportation Commission to help fulfill this duty.

- B. Transportation Benefit District - The Transportation Commission may make annual recommendations to the City Council regarding the allocation of Transportation

Benefit District (TBD) program funds and funds allocated by the Street Department for residential/local access street maintenance and required investments in pedestrian improvements per SMC 08.16.060. The Transportation Benefit District (TBD) Administrator shall provide staff support to the Transportation Commission to help fulfill this duty. The Street Department will assist with identification of residential/local access streets appropriate for repair.

- C. Bicycle Master Plan - The Transportation Commission, in consultation with the Plan Commission and Bicycle Advisory Board, may initiate revisions to the Bicycle Master Plan and recommend projects and policies that support bicycling as a viable and safe form of transportation in the city of Spokane. The Planning and Economic Development Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- D. Pedestrian Master Plan - The Transportation Commission, in consultation with the Plan Commission, may review and recommend updates to the Pedestrian Master Plan as required by [SMC 16A.84.030](#). The Planning and Economic Development Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- E. Parking System - The Transportation Commission may make recommendations for changing parking rates for on-street parking and recommend policies or projects to improve the parking environment. The Transportation Commission shall make funding recommendations for Parking System Fund eligible projects and activities as prioritized by the City Council in [SMC 07.08.130](#). The City Parking Manager and the Code Enforcement and Parking Services Department shall provide staff support to the Transportation Commission to help fulfill this duty.
- F. Automated Traffic Safety Cameras - The Transportation Commission shall make annual recommendations to the City Council on the following: (1) the addition, relocation, or removal of automated traffic safety cameras consistent with Chapter 16A.64 of the Spokane Municipal Code and state law, (2) expenditures from the budgeted revenues generated from automated traffic safety cameras, and (3) the operation of the automated safety program and any contracts associated with its implementation. The Commission may make recommendations more frequently than annually as needed. Nothing in this subsection shall affect camera locations, projects or expenditures previously approved by the City Council as of the effective date of this ordinance. The Manager of Neighborhood Connectivity Initiatives shall provide staff support to the Transportation Commission to help fulfill these duties.
- G. Annual Report – The Transportation Commission shall issue an annual report on the state of transportation in the city of Spokane. This report shall include the status of transportation projects, transportation improvement expenditures, revenues, construction schedules, and the status and outcome of any transportation studies. Pursuant to RCW 36.73.160, the report shall satisfy the reporting requirements of the Transportation Benefit District.

- H. Annual Work Plan - The Transportation Commission shall establish an annual work plan in consultation with the directors of Integrated Capital Management, Planning and Economic Development Services, Street Department, Code Enforcement and Parking Services, the Transportation Benefit District Administrator, and the Manager of Neighborhood Connectivity Initiatives.

4.40.090 Equity Considerations

- A. In making and approving appointments to the Transportation Commission, the Mayor and City Council shall seek adequate representation from community members with disabilities and from historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.
- B. In performing its duties under SMC 4.40.080, the Transportation Commission shall consider the effect of its policy and funding recommendations on community members with disabilities and shall consider the effect on historically underrepresented and/or marginalized communities, including communities of color and areas of the City of Spokane that have been subject to a disproportionate lack of investment in transportation infrastructure and programs.

4.40.100 Removal of Commissioners

Commission members shall not be removed from office by the City Council before the expiration of their terms except for cause based upon a determination of incapacity, incompetence, the presence of irreconcilable conflicts of interest, neglect of duty, or malfeasance, and upon the affirmative vote of five (5) Council members. No commission member shall be removed without written notice of the intent to remove and an opportunity to provide a written response to the notice.

Section 7. 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 8. Clerical Errors. 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

City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council:

Committee: Urban Experience **Date:** 02/12/2024

Committee Agenda type: Discussion

Date Rec'd

2/9/2024

Clerk's File #

ORD C36497

Renews #

Cross Ref #

Council Meeting Date: 02/26/2024

Submitting Dept

CITY COUNCIL

Project #

Contact Name/Phone

CHRIS WRIGHT 6210

Bid #

Contact E-Mail

PDILLON@SPOKANECITY.ORG

Requisition #

Agenda Item Type

Emergency Ordinance

Council Sponsor(s)

ZZAPPONE PDILLON

Agenda Item Name

0320 - INTERIM ZONING ORDINANCE CONCERNING THE DEFINITION OF

Agenda Wording

An INTERIM ZONING ORDINANCE concerning the definition of Public Parking Lot in Title 17, adding a new chapter 17C.415 to the Spokane Municipal Code, and declaring an emergency.

Summary (Background)

The purpose of this ordinance is to clarify which parking lot uses are permitted in Centers and Corridors.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$

Current Year Cost \$

Subsequent Year(s) Cost \$

Narrative

Amount

Budget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

\$

#

\$

#

Committee Agenda Sheet

Urban Experience Committee

Committee Date	2/12/24
Submitting Department	City Council
Contact Name	Chris Wright
Contact Email & Phone	cwright@spokanecity.org
Council Sponsor(s)	Zappone, Dillon
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested:
Agenda Item Name	Interim Zoning Ordinance concerning the definition of Public Parking Lot in Title 17
Proposed Council Action	<input checked="" type="checkbox"/> Approval to proceed to Legislative Agenda <input type="checkbox"/> Information Only
Summary (Background)	<p>The purpose of this ordinance is to clarify which parking lot uses are permitted in Centers and Corridors.</p> <p>*use the Fiscal Impact box below for relevant financial information</p> <p>On February 1, an Administrative Zoning Determination (“AZD”) was issued pursuant to SMC 17A.050.020 relating to the use of the term “Public Parking Lot” in Table 17C.120.100-1. The AZD suggests that additional clarification by City Council on the definition of the term “Public Parking Lot” is needed in order to properly administer the zoning code.</p> <p>This interim ordinance adopts the definition suggested by the AZD. Subsequent work by the Planning department will include a process to identify a permanent adjustment to the code, which could include a number of options:</p> <ul style="list-style-type: none"> - Permanently adopt the definition provided in the interim ordinance - Adjust the definition of Public Parking Lot based on engagement - Modify references to Public Parking Lot to use other terms in Title 17 with definitions already provided <p>Emergency Ordinance. This ordinance includes an emergency provision in recognition of the immediate need for greater clarity to support the administration of the zoning code.</p>
Fiscal Impact	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A Total Cost: Click or tap here to enter text. Current year cost: Subsequent year(s) cost:	
Narrative: Please provide financial due diligence review, as applicable, such as number and type of positions, grant match requirements, summary type details (personnel, maintenance and supplies, capital, revenue), impact on rates, fees, or future shared revenue	
Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A Specify funding source: Select Funding Source* Is this funding source sustainable for future years, months, etc? Click or tap here to enter text.	
Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> N/A	

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, the proposal would codify an existing interpretation of the zoning code
- 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 proposal would codify an existing interpretation of the zoning code
- How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?
N/A, the proposal would codify an existing interpretation of the zoning code
- 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 proposal would codify an existing interpretation of the zoning code

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not.
N/A, the proposal would codify an existing interpretation of the zoning code

ORDINANCE C-36497

An INTERIM ZONING ORDINANCE concerning the definition of Public Parking Lot in Title 17, and adding a new chapter 17C.415 to the Spokane Municipal Code.

WHEREAS, the Comprehensive Plan includes policies and goals to enhance pedestrian safety and access within and around designated centers and corridors, especially policies LU 2.2, LU 3.2, LU 4.1, LU 5.3, TR 6, and TR 18; and

WHEREAS, the City's Comprehensive Plan encourages a safe and walkable environment for pedestrians in Centers and Corridors; and

WHEREAS SMC Table 17C.122.070-1 refers to "Public Parking Lot" but that term is not defined in the SMC; and

WHEREAS, due to the lack of clarity in the Spokane Municipal Code regarding the term "Public Parking Lot," the City's Director of Planning and Economic Development issued an "Administrative Zoning Determination for Commercial Parking in Centers and Corridors," dated February 1, 2024, which administrative determination provides a definition for Public Parking Lot; and

WHEREAS, the Administrative Zoning Determination cites a need for clarification on the intended definition of a Public Parking Lot in the Spokane Municipal Code; and

WHEREAS, a definition for Public Parking Lot is necessary to support the effective administration of the zoning code; and

WHEREAS, the City is undergoing technical and housekeeping review of its zoning regulations which is likely to result in clarification of parking lot uses in Centers and Corridors, but such review is not likely to be complete for several months, and an interim ordinance is necessary to codify the administrative determination until completion of technical and housekeeping revisions to the Spokane Municipal Code later in 2024; 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, pursuant to RCW 36.70A.370, the council intends to hold a public hearing on this proposed interim zoning ordinance no later than April 22, 2024; and,

WHEREAS, prior to the City Council public hearing described in Section 5 of this ordinance, a legal notice of public hearing will be published in the Spokesman-Review newspaper; and

AMENDMENT C36497 02-26-24

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 hereby ordain as follows:

Section 1. Interim Zoning Ordinance Adopted. An interim zoning ordinance is adopted as specified in Section 6 of this ordinance.

Section 2. Purpose. The purpose of this interim zoning ordinance is to provide a definition for Public Parking Lot, a term which is used in Title 17 but has no current definition.

Section 3. Duration of Interim Zoning Ordinance. This interim zoning ordinance shall be in effect until August 24, 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 how 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.

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 April 22, 2024. Immediately after the public hearing, the City Council will adopt findings of fact on the subject of this interim zoning ordinance.

Section 6. New Section. That there is adopted a new Chapter 17C.405 of the Spokane Municipal Code, titled Interim Definition for Public Parking Lot, to read as follows:

Chapter 17C.415 Interim Definition for Public Parking Lot

Section 17C.415.010 Interim Definition for Public Parking Lot

A. Purpose.

This section provides a definition for Public Parking Lot, which is used in Title 17 without a specific definition. It also clarifies how Commercial Parking should be treated with respect to the Center and Corridor Zone Allowed Uses in SMC Table 17C.122.070-1.

B. Applicability.

The definitions of subsection (C) of this section apply to all of Title 17 SMC.

C. Definitions.

AMENDMENT C36497 02-26-24

1. Public Parking Lot.

A parking area that is not accessory to another use and that is owned, operated, or maintained by the City or some other public agency.

Section 7. 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 8. Clerical Errors. 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

City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council:****Committee:** Urban Experience **Date:** 04/08/2024**Committee Agenda type:** Discussion**Date Rec'd**

3/25/2024

Clerk's File #

ORD C36514

Renews #**Cross Ref #****Council Meeting Date:** 04/22/2024**Submitting Dept**

PLANNING & ECONOMIC

Project #**Contact Name/Phone**

SPENCER X6097

Bid #**Contact E-Mail**

SGARDNER@SPOKANECITY.ORG

Requisition #**Agenda Item Type**

First Reading Ordinance

Council Sponsor(s)

ZZAPPONE JBINGLE KKLITZKE

Agenda Item Name

0650 - Q1 PAPER CUTS CODE TEXT AMENDMENTS

Agenda Wording

Paper Cuts Code Amendments are revisions to the Unified Development Code (UDC) identified by staff that clarify or make minor changes.

Summary (Background)

Paper Cuts Code amendments for SMC 04.16.040 Membership; 17A.020.020 B Definitions; 17A.020.080 H Definitions; 17C.120.110 Limited Use Standards; 17C.122.070 Center and Corridor Allowed Uses; 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses; 17C.190.450 Medical Centers; 17C.200.050 Street Tree Requirements; 17D.010.020 Concurrency Test; 17D.010.030 Certificate of Capacity; 17D.075.180 Appendix A - Impact Fee Schedule; 17G.020.040 Amendment Frequency;

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact

Approved in Current Year Budget? N/A

Total Cost \$ 0

Current Year Cost \$ 0

Subsequent Year(s) Cost \$ 0

Narrative

N/A

Amount**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Select \$

#



Continuation of Wording, Summary, Approvals, and Distribution

Agenda Wording

Summary (Background)

17G.061.010 Summary of Land Use Application Procedures; 17G.061.320 Notice of Decision; 17G.070.030 Development Standards; and 17H.010.120 Alleys; to make minor changes that clarify government process and procedures, align with legislative requirements, and/or make clerical corrections in the Spokane Municipal Code. The proposal also adds a new section, 17C.190.255 Public Parking Lot, creating a new use category description.

Approvals

Dept Head

GARDNER, SPENCER

Division Director

MACDONALD, STEVEN

Accounting Manager

ORLOB, KIMBERLY

Legal

RICHMAN, JAMES

For the Mayor

PICCOLO, MIKE

Additional Approvals

Distribution List

Spencer Gardner sgardner@spokanecity.org

smacdonald@spokanecity.org

tblack@spokanecity.org

jchurchill@spokanecity.org

rbenzie@spokanecity.org

tkimbrell@spokanecity.org

amccall@spokanecity.org

Committee Agenda Sheet

Urban Experience Committee

Submitting Department	Planning Services & Economic Development
Contact Name	Jackie Churchill
Contact Email & Phone	jchurchill@spokanecity.org
Council Sponsor(s)	
Select Agenda Item Type	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion Time Requested: 5 min
Agenda Item Name	Paper Cuts Code Amendments Q1 2024
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<p>Paper Cuts Code Amendments are revisions to the Unified Development Code (UDC) identified by staff that clarify or make minor changes. These changes are intended to be minor in nature to help enforce development regulations that improve the quality of life for Spokane residents and improve processing of applications for the development community. Corrections and clarification of code will permit the Development Services Center to communicate development regulations more clearly to applicants.</p> <p>Paper Cuts Code amendments for SMC 04.16.040 Membership; 17A.020.020 B Definitions; 17A.020.080 H Definitions; 17C.120.110 Limited Use Standards; 17C.122.070 Center and Corridor Allowed Uses; 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses; 17C.190.450 Medical Centers; 17C.200.050 Street Tree Requirements; 17D.010.020 Concurrency Test; 17D.010.030 Certificate of Capacity; 17D.075.180 Appendix A – Impact Fee Schedule; 17G.020.040 Amendment Frequency; 17G.061.010 Summary of Land Use Application Procedures; 17G.061.320 Notice of Decision; 17G.070.030 Development Standards; and 17H.010.120 Alleys; to make minor changes that clarify government process and procedures, align with legislative requirements, and/or make clerical corrections in the Spokane Municipal Code. The proposal also adds a new section, 17C.190.255 Public Parking Lot, creating a new use category description.</p>
Proposed Council Action	Approval
Fiscal Impact	<p>Total Cost: Click or tap here to enter text.</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: N/A</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)	
	What impacts would the proposal have on historically excluded communities?

N/A- these changes are minor in nature and only seek to improve clarity of code language.

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- no data will be collected as a result of these minor text amendments.

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

N/A- no data will be collected as a result of these minor text amendments

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

These text amendments do not change the application or outcome related to the enforcement of the UDC. Proposed text amendments are minor in nature and do not affect alignment with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, etc.

ORDINANCE NO. C36514

AN ORDINANCE relating to the paper cuts code amendments 2024 project making minor changes to the Unified Development Code that clarify government process and procedures, align with legislative requirements, and/or make clerical corrections in the Spokane Municipal Code, amending Spokane Municipal Code (SMC) sections 04.16.040 Membership, 17A.020.020 B Definitions, 17A.020.080 H Definitions, 17C.120.110 Limited Use Standards, 17C.122.070 Center and Corridor Allowed Uses, 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses, 17C.190.450 Medical Centers, 17C.200.050 Street Tree Requirements, 17D.010.020 Concurrency Test, 17D.010.030 Certificate of Capacity, 17D.075.180 Appendix A – Impact Fee Schedule, 17G.020.040 Amendment Frequency, 17G.061.010 Summary of Land Use Application Procedures, 17G.061.320 Notice of Decision, 17G.070.030 Development Standards, and 17H.010.120 Alleys; and adopting a new section, 17C.190.255 Public Parking Lot, creating a new use category description.

WHEREAS, the maintenance of the Unified Development Code (UDC) and in general the Spokane Municipal Code (SMC) has been a periodic, recurring project of Planning Services as well as other City departments to improve clarity and consistency with local policy and State and Federal laws; and

WHEREAS, as part of the Paper Cuts 2024 project, Planning Services has identified multiple sections of the SMC requiring minor corrections and/or clarification; and

WHEREAS, in the City of Spokane Comprehensive Plan Chapter 3 Land Use, Policy 7.2 Continuing Review Process, calls out a process to periodically review and correct the SMC; and

WHEREAS, by the public process outlined in the Plan Commission Findings of Fact, Conclusions, and Recommendations (Exhibit A), and the Planning Services Staff Report (Exhibit B), interested agencies and the public have had opportunities to participate throughout the process and all persons wishing to comment on the amendment were given an opportunity to be heard; and,

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

WHEREAS, on January 23, 2024, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before the adoption of proposed changes to the Unified Development Code according to RCW 36.70A.106; and,

WHEREAS, on February 28, 2024, a notice of intent to adopt was issued through the City of Spokane Gazette according to SMC 17G.025.010; and,

WHEREAS, a legal notice of a SEPA Determination of Nonsignificance was issued by the director of Planning Services and published in the Spokesman Review on February

28, 2024, for the amendment related to the proposed code text amendments. No comments were received; and,

WHEREAS, before the Plan Commission public hearing a legal notice was published in the *Spokesman-Review* on February 28 and March 6, 2024; and,

WHEREAS, on March 13, 2024, the Plan Commission held a public hearing on the proposed amendments. No testimony was heard; and,

WHEREAS, on March 13, 2024, the Plan Commission voted to recommend the City Council adopt the proposed amendments (see Exhibit A); and,

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

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

NOW, THEREFORE, the City of Spokane Does ordain:

Section 1. That Section 04.16.040 SMC is amended to read as follows:

Section 04.16.040 Membership

The bicycle advisory board has ten members appointed by the city council according to the procedures of [SMC 4.01.030](#). An eleventh member (~~under the age of eighteen~~) between the ages of sixteen and twenty-two may be appointed to the board.

Section 2. That Section 17A.020.020 SMC is amended to read as follows:

Section 17A.020.020 “B” Definitions

A. Backed Sign.

See [SMC 17C.240.015](#).

B. Balloon Sign.

See [SMC 17C.240.015](#).

C. Bank Carving.

The incorporation of masses of alluvium or other weak bank materials into a stream channel because of undermining, usually in high flow stages.

D. Bank Erosion.

The incorporation of masses of alluvium or other weak bank materials into a stream channel.

E. Bankfull Width.

1. For streams, the measurement of the lateral extent of the water surface elevation perpendicular to the channel at bankfull depth. In cases where multiple channels exist, bankfull width is the sum of the individual channel widths along the cross-section.
2. For lakes, ponds, and impoundments, line of mean high water.
3. For periodically inundated areas of associated wetlands, line of periodic inundation, which will be found by examining the edge of inundation to ascertain where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland.

F. Banner.

See [SMC 17C.240.015](#).

G. Bas-relief.

Sculptural form in which shapes or figures are carved in a flat surface and project only slightly from the background.

H. Base Flood.

The flood having a one percent chance of being equaled or exceeded in any given year, also referred to as the “one hundred year flood.”

I. Base Flood Elevation (BFE)

The elevation to which floodwater is anticipated to rise during the base flood.

J. Basement.

The portion of a building having its floor sub-grade (below ground level) on all sides.

K. Bedrock.

Means a general term for rock, typically hard, consolidated geologic material that underlies soil or other unconsolidated, superficial material or is exposed at the surface.

L. Bee.

Any stage of development of the common domestic honeybee, *Apis mellifera* species.

M. Beekeeper.

A person owning, possession, or controlling one or more colonies of bees.

N. Best Available Science.

Current scientific information used in the process to designate, protect, or restore critical areas, which is derived from a valid scientific process.

O. Best Management Practices.

The utilization of methods, techniques, or products that have been demonstrated to be the most effective and reliable in minimizing environmental impacts.

P. Bicycle Facilities

Facilities designated for use by bicyclists and sometimes by other non-motorized users. The following types of bikeway facilities are identified and further defined in the Comprehensive Plan:

1. Bike-Friendly Route.
2. Shared lane.
3. Neighborhood Greenway.
4. Bicycle lane, both striped and physically protected.
5. Shared-use pathway.

Q. Binding Site Plan – Final.

A drawing to a scale which:

1. identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters provided in [SMC 17G.080.060](#);
2. contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land; and
3. contains provisions making any development be in conformity with the site plan.
4. A binding site plan can only be used on property zoned commercial or industrial.

R. Binding Site Plan – Preliminary.

A neat and approximate drawing of a proposed binding site plan showing the general layout of streets, alleys, lots, blocks, and other elements required by this chapter. The preliminary binding site plan shall be the

basis for the approval or disapproval of the general layout of a binding site plan.

S. Block.

A group of lots, tracts, or parcels within well-defined and fixed boundaries. Blocks shall be recognized as closed polygons, bordered by street right-of-way lines, addition lines, or a combination of the two, unless an alley is desired, in which case a block is comprised of two closed polygons bordered by street and alley right-of-way lines.

T. Block Frontage.

All of the property fronting on one side of a street that is between intersecting or intercepting streets, or that is between a street and a water feature, or end of a dead end street. An intercepting street determines only the boundary of the block frontage on the side of the street which it intercepts.

U. Board.

The board of county commissioners of Spokane County.

V. Boating Facilities.

Boating facilities include uses for boat or launch ramps. Boating facility use generally requires shoreline modification with impacts to the shoreline both waterward and landward of the ordinary high-water marks.

W. Boundary Line Adjustment.

A division made for the purpose of adjusting boundary lines which does not create any additional lot, tract, parcel, site, or division nor create any lot, tract, parcel, site, or division which contains insufficient area and dimension to meet minimum requirements for width and area for a building site.

X. Breakaway Wall.

A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Y. Breezeway.

A breezeway is a roofed passageway joining two separate structures.

Z. Building.

1. A "building" is a structure, or part, used or intended for supporting or sheltering any use or occupancy.

2. The term includes “factory-built structure” and “mobile home.”
3. “Building” does not include a recreational vehicle.
4. “Building” means a structure that has a roof and is enclosed on at least fifty percent of the area of its sides for purposes of administration of zoning provisions.

AA. Building Base.

The plinth or platform upon which a building wall appears to rest, helping establish pedestrian-scaled elements and aesthetically tying the building to the ground.

AB. Building Coverage.

~~((Building coverage is the total amount of ground area covered by a structure or structures.~~

- ~~1. For purposes of calculating building coverage, covered porches, covered decks, pergolas, trellis, or other feature covering a deck, patio or porch are considered structures and included in the building coverage calculations.~~
- ~~2. Building coverage also includes uncovered horizontal structures such as decks, stairways, and entry bridges that are more than forty-two inches above grade.~~
- ~~3. The calculation of building coverage includes the measurements of structures from the exterior wall including protrusions such as bay windows, but does not include the eave overhang.))~~

1. Included Items.

Building coverage is the total amount of ground area covered by a structure or structures. Coverage includes both conditioned and unconditioned space and is measured from the exterior wall. The following features are included in the calculation of Building Coverage:

- a. Covered porches;
- b. Covered decks;
- c. Uncovered decks more than forty-two (42) inches above grade;
- d. Covered stairways;
- e. Uncovered stairways more than forty-two (42) inches above grade;
- f. Entry bridges more than forty-two (42) inches above grade;

- g. Pergolas;
- h. Trellises;
- i. Bay windows;
- j. Cantilevered extensions; and
- k. Eave overhangs exceeding twenty-four (24) inches.

2. Excluded Items.

- a. Eave overhangs of twenty-four (24) inches or less; and
- b. Uncovered decks, stairways, or entry bridges less than forty-two (42) inches above grade.

3. Eave Overhangs.

For eave overhangs that exceed twenty-four (24) inches, the entirety of the eave overhang shall be included in the calculation.

AC. Building Envelope.

The area of a lot that delineates where a building may be placed.

AD. Building Footprint

The Building Coverage attributable to an individual building.

~~((AD))~~ AE. Building Frontage.

The length of any side of a building which fronts on a public street, measured in a straight line parallel with the abutting street.

~~((AE))~~ AF. Building Official.

The officer or other designated authority charged with the administration and enforcement of the Building Code.

~~((AF))~~ AG. Build-to Line.

An alignment establishing a certain distance from the property line (street right-of-way line) along which the building is required to be built.

~~((AG))~~ AH. Bulkhead.

A solid or open pile wall erected generally parallel to and near the ordinary high-water mark for the purpose of protecting adjacent uplands from water or erosion. Bulkheads are considered a "hard" shoreline stabilization measure.

Section 3. That Section 17A.020.080 SMC is amended to read as follows:

Section 17A.020.080 "H" Definitions

A. Habitat.

What plants and animals call "home" Habitat for a particular plant or animal consists of the elements it needs to survive. These elements may be tied to temperature, water, soil, sunlight, source of food, refuge from predators, place to reproduce and other living and non-living factors. (taken from department of fish and wildlife).

B. Habitat Blocks.

Sections of habitat, such as grasslands, forest lands, or riparian areas. These can be either adjacent to other sections, or blocks, of habitat or isolated within urban areas.

C. Habitat Conservation.

Protection or preservation of habitat by various means, such as regulation or acquisition.

D. Habitat Fragmentation.

The separation or breakup of a habitat area into smaller sections or habitat blocks by activities, such as development, logging, and agriculture, often resulting in degraded habitat due to blocked migration corridors and decreased access to water and feeding areas. It can also create isolated populations of wildlife and a decrease in their genetic diversity.

E. Habitat Management Plan.

A fish and wildlife management plan developed to preserve and protect the ecological conditions and habitat specific to a particular site or location. Habitat management plans incorporate best management practices.

F. Hazard Tree.

Any tree that is susceptible to immediate fall due to its condition (damaged, diseased, or dead) or other factors, and which, because of its location, is at risk of damaging permanent physical improvements to property or causing personal injury.

G. Hazardous Material.

Any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical or biological properties described in WAC 173-303-090 or WAC 173-303-100.

H. Hearing Officer.

1. A person or reviewing body appointed by the mayor to consider appeals under [SMC 17E.010.140](#).

2. The officer makes reasonable rules and procedures for the conduct of the hearings authorized hereunder.

I. Height.

The height of a building is as defined in the International Building Code, Sec. 502.1 as “building height,” the vertical distance from grade plane to the average height of the highest roof surface. Building height for structures in the residential zones is referenced in [SMC 17C.110.215](#), Building Height.

J. High Quality Vegetative Buffer.

A wetland buffer comprised of multilevel dense native vegetation including shrubs.

K. Highest Adjacent Grade.

The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

L. Historic Landmark.

An historic site, object, building or structure designated pursuant to this chapter that serves as an example of the cultural, historical, architectural or archaeological development of Spokane and Spokane County.

M. Historic Preservation Officer (HPO).

The person charged with the daily operation of the historic preservation office and who:

1. under the administrative direction of the director of planning and economic development services, community and economic development, conducts the work program of the City/County historic preservation office; and
2. serves as the primary staff person for the City/County landmarks commission.

N. Historic Structure

For purposes of the floodplain regulations in [chapter 17E.030 SMC](#), any structure that is:

1. Listed individually in the National Register of Historic Places, as maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic

district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior, or
 - b. Directly by the Secretary of the Interior in states without approved programs.

O. Hive.

Any Langstroth type structure with movable-frames intended for the housing of a bee colony. A hive typically consists of a cover, honey supers, brood chambers and a bottom board.

P. Homeowners' Association.

Any combination or group of persons or any association, corporation or other entity that represents homeowners residing in a short subdivision, subdivision, or planned unit development. A homeowners' association shall be an entity legally created under the laws of the State of Washington.

Q. House.

A detached dwelling unit located on its own lot.

R. Household.

A household may be a single person, family, or unrelated persons living together, consistent with RCW 84.14.010.

~~((A housekeeping unit consisting of:~~

- ~~1. an individual;~~
- ~~2. two or more related persons as defined in [SMC 17A.020.180\(M\)](#);~~
- ~~3. a group of two or more disabled residents protected under the Federal Fair Housing Amendment Act of 1988;~~
- ~~4. adult family homes as defined under Washington State law; or~~
- ~~5. a group living arrangement where six or fewer residents receive support services such as counseling, foster care or medical~~

~~supervision at the dwelling unit by resident or non-resident staff;
and~~

- ~~6. up to six residents not related by blood or marriage who live together in a single-family dwelling, or in conjunction with any of the above individuals or groups, shall also be considered a household.~~
- ~~7. For purposes of this section, minors living with parent, legal custodian (including a foster parent), or legal guardian shall not be counted as part of the maximum number of residents.~~
- ~~8. Any limitation on the number of residents resulting from this definition shall not be applied in a manner inconsistent with the Fair Housing Amendment Act of 1988, 42 U.S.C. 360, et seq., the Washington law Against Discrimination, Chapter 49.60 RCW, and/or the Washington Housing Policy Act, RCW 46.63.220.)~~

S. Household Pet.

Any animal such as a cat, dog, rabbit, or bird (canary, parakeet, etc.), amphibian/reptile (turtle, lizard, etc.), rodent (rat, mouse, gerbil, etc.), or tropical fish that lives in or is kept within a residence or on a property contain the owner's residence. Young household pets under the age of four months are not included when counting household pets.

T. Hydraulic Project Approval (HPA).

A permit issued by the State department of fish and wildlife for modifications to waters of the State in accordance with RCW 77.55.

U. Hydric Soil.

Soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part. The presence of hydric soil shall be determined following the methods described in the Field Indicators of Hydric Soils in the United States 6.0 or as amended.

V. Hydrophytic Vegetation.

Macrophytic plant life growing in water or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content. The presence of hydrophytic vegetation shall be determined following the methods described in the Washington State Wetland Identification and Delineation Manual.

Section 4. That Section 17C.120.110 SMC is amended to read as follows:

Section 17C.120.110 Limited Use Standards

The paragraphs listed below contain the limitations and correspond with the bracketed [] footnote numbers from [Table 17C.120-1](#).

1. Group Living.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [1].

a. General Standards.

All group living uses except for alternative or post-incarceration facilities are allowed by right.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [2]. Adult businesses are subject to the additional standards of chapter [17C.305 SMC](#).

3. Commercial Parking.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [3]. In the O and OR zones, a commercial parking use provided within a building or parking structure is a conditional use. Commercial parking on surface lots is not permitted in the O and OR zones.

4. Drive-through Facility.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [4]. In the O and OR zones, a drive-through facility is permitted only when associated with a drive-through bank. In addition, in the OR zone, for a florist use approved by a special permit, sales of non-alcoholic beverages, and sale of food items not prepared on site, including drive-through sales of such items are allowed as an accessory use at locations situated on principal arterials or a designated state route. Drive-through facilities are subject to the additional standards of [SMC 17C.120.290](#) and [SMC 17C.325](#).

5. Quick Vehicle Servicing.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [5]. Quick vehicle servicing uses are permitted only on sites that have frontage on a principal arterial street. Quick vehicle servicing uses are subject to the additional standards of [SMC 17C.120.290](#).

6. Retail Sales and Service Uses Size Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [6]. Retail sales and services are limited in size in order to reduce their

potential impacts on residential uses and to promote a relatively local market area. Retail sales and services uses are limited to the following:

- a. When retail sales and services uses are located within an office building, the retail sales and services may be larger than three thousand square feet, but may not exceed ten percent of the total floor area of the building exclusive of parking areas located within the structure.
- b. Uses not within an office building which are listed as sales-oriented under [SMC 17C.190.270\(C\)](#), retail sales and service, are limited to three thousand square feet of total floor area per site exclusive of parking areas located within a structure.
- c. Uses other than a hotel, motel, private club or lodge which are listed as personal service-oriented, entertainment-oriented or repair-oriented under [SMC 17C.190.270\(C\)](#), retail sales and service, that are larger than three thousand square feet are a conditional use. A hotel, motel, private club or lodge may be larger than three thousand square feet.

7. Required Residential Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [7]. The limitations are stated in [SMC 17C.120.280](#).

8. Industrial Size Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [8]. These types of uses are limited in size to assure that they will not dominate the commercial area and to limit their potential impacts on residential and commercial uses. In addition, if the planning and economic development services director determines that the proposed use will not be able to comply with the off- site impact standards of [chapter 17C.220 SMC](#), the planning and economic development services director may require documentation that the development will be modified to conform with the standards.

- a. Individual uses in the NR and NMU zones are limited to five thousand square feet of floor area per site exclusive of parking area.
- b. Individual uses in the CB zone that exceed twenty thousand square feet of floor area per site exclusive of parking area are a conditional use.
- c. Individual uses in the GC zone that exceed fifty thousand square feet of floor area per site exclusive of parking area are a conditional use.

9. Mini-storage Facilities Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have an [9]. The limitations are stated with the special standards for these uses in chapter 17C.350 SMC, Mini-storage Facilities.

10. Outdoor Activity Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [10]. Outdoor display, storage or use of industrial equipment, such as tools, equipment, vehicles, products, materials or other objects that are part of or used for the business operation is prohibited.

11. [Deleted]

12. [Deleted]

13. Mobile Food Vending.

This standard applies to all parts of [Table 17C.120-1](#) that have a [13]. All mobile food vendors shall have a valid mobile food vending license issued pursuant to [SMC 10.51.010](#) Mobile Food Vendors.

Section 5. That Section 17C.122.070 SMC is amended to read as follows:

Section 17C.122.070 Center and Corridor Zone Allowed Uses

The uses allowed in the center and corridor zones are shown in (~~Table 17C.122.070-4.~~) Chapter 17C.122T Center and Corridor Zone Development Tables: Table 17C.122.070-1 Center and Corridor Zone Allowed Uses

(TABLE 17C.122.070-1 CENTER AND CORRIDOR ZONE ALLOWED USES			
Use is: P — Permitted N — Not Permitted L — Allowed, but special limitations CU — Conditional use review required	CG Zone Type		
	Core Zones		Transition Zone
	CG1	CG2	CG4
Residential*	P	P	P
Hotels, including Bed and Breakfast Inns	P	P	N
Commercial, Financial, Retail, Personal Services (for neighborhood centers (NC) — See Note 1 below)	P[1]	P[1]	L[4]
Eating and Drinking Establishments (for neighborhood centers (NC) — See Note 2 below)	P[2]	P[2]	N
Restaurants without Cocktail Lounges	P	P	L[4]
Professional and Medical Offices	P	P	L[4]

Entertainment, Museum and Cultural	P	P	N
Government, Public Service or Utility Structures, Social Services and Education	P	P	P
Religious Institutions	P	P	P
Parks and Open Space	P	P	P
Structured Parking*	P	P	P
Public Parking Lot	P	P	N
Limited Industrial (if entirely within a building) (for neighborhood centers (NC) — See Note 3 below)	P[3]	P[3]	N
Heavy Industrial	N	N	N
Drive-through Businesses on Pedestrian Streets	N	N	N
Motor Vehicles Sales, Rental, Repair or Washing	N	P	N
Automotive Parts and Tires (with exterior storage or display)	N	P	N
Gasoline Sales (serving more than six vehicles)	N	P	N
Gasoline Sale (serving six vehicles or less)	P	P	P
Self-storage or Warehouse	N	P	N
Adult Business (subject to chapter 17C.305 SMC special provisions)	N	N	N
Winery and Microbreweries	P	P	N
Mobile Food Vending	P[5]	P[5]	P[5]
<p>* Uses especially encouraged through greater FAR and bonuses. Notes: [1] Retail uses having more than forty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan. [2] Eating and drinking establishments larger than five thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan. [3] Limited industrial uses having more than twenty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan. [4] Residential uses are required to be mixed on the same parcel as proposed office and retail uses. Nonresidential uses are limited to three thousand square feet per parcel. In neighborhood centers, nonresidential uses are only allowed on parcels with frontage on an arterial street. Nonresidential uses in the CC4 zone are not allowed within sixty feet of a single family and two-family residential zone or further than three hundred feet (neighborhood center only) from a CG core comprehensive plan designation. [5] All mobile food vendors shall have a valid mobile food vending license issued pursuant to SMC 10.51.010.)</p>			

Section 6. That Section 7C.122T.001 SMC is amended to read as follows.

Section 17C.122T.001 Table 17C.122.070-1 Center and Corridor Zone Allowed Uses

TABLE 17C.122.070-1 CENTER AND CORRIDOR ZONE ALLOWED USES			
Use is: P – Permitted N – Not Permitted L – Allowed, but special limitations CU – Conditional use review required	CC Zone Type		
	Core Zones		Transition Zone
	CC1	CC2	CC4
Residential*	P	P	P
Hotels, including Bed and Breakfast Inns	P	P	N
Commercial, Financial, Retail, Personal Services (for neighborhood centers (NC) – See Note 1 below)	P[1]	P[1]	L[4]
Eating and Drinking Establishments (for neighborhood centers (NC) – See Note 2 below)	P[2]	P[2]	N
Restaurants without Cocktail Lounges	P	P	L[4]
Professional and Medical Offices	P	P	L[4]
Entertainment, Museum and Cultural	P	P	N
Government, Public Service or Utility Structures, Social Services and Education	P	P	P
Religious Institutions	P	P	P
Parks and Open Space	P	P	P
<u>Surface Lot Commercial Parking</u>	<u>N</u>	<u>N</u>	<u>N</u>
Structured <u>Commercial</u> Parking*	P	P	P
Public Parking Lot	P	P	N
Limited Industrial (if entirely within a building) (for neighborhood centers (NC) – See Note 3 below)	P[3]	P[3]	N
Heavy Industrial	N	N	N
Drive-through Businesses on Pedestrian Streets	N	N	N
Motor Vehicles Sales, Rental, Repair or Washing	N	P	N
Automotive Parts and Tires (with exterior storage or display)	N	P	N
Gasoline Sales (serving more than six vehicles)	N	P	N
Gasoline Sale (serving six vehicles or less)	P	P	P
Self-storage or Warehouse	N	P	N
Adult Business (subject to chapter 17C.305 SMC special provisions)	N	N	N
Winery and Microbreweries	P	P	N

Mobile Food Vending

P[5]

P[5]

P[5]

* Uses especially encouraged through greater FAR and bonuses.

Notes:

[1] Retail uses having more than forty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.

[2] Eating and drinking establishments larger than five thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.

[3] Limited industrial uses having more than twenty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.

[4] Residential uses are required to be mixed on the same parcel as proposed office and retail uses. Nonresidential uses are limited to three thousand square feet per parcel. In neighborhood centers, nonresidential uses are only allowed on parcels with frontage on an arterial street. Nonresidential uses in the CC4 zone are not allowed within sixty feet of a single-family and two-family residential zone or further than three hundred feet (neighborhood center only) from a CC core comprehensive plan designation.

[5] All mobile food vendors shall have a valid mobile food vending license issued pursuant to [SMC 10.51.010](#).

Section 7. That there is adopted a new Section 17C.190.255 to Chapter 17C.190 of the Spokane Municipal Code to read as follows:

Section 17C.190.255 Public Parking Lot

A. Characteristics.

A parking facility that is not accessory to another use and is owned, operated, or maintained by the City or some other public agency.

Section 8. That Section 17C.190.450 SMC is amended to read as follows:

Section 17C.190.450 Medical Centers

A. Characteristics.

Medical Centers includes uses providing medical or surgical care to patients and offering overnight care. Medical Centers tend to be on multiple blocks or in campus settings.

B. Accessory Uses.

Accessory uses include outpatient clinics, offices, laboratories, teaching facilities, meeting areas, cafeterias, parking, maintenance facilities and housing facilities for staff or trainees.

C. Examples.

Examples include hospitals and medical complexes that include hospitals.

D. Exceptions.

1. Uses that provide exclusive care and planned treatment or training for psychiatric, alcohol or drug problems, where patients are residents of the program, are classified in the Group Living category.
2. Medical clinics that provide care where patients are generally not kept overnight are classified as Office.
3. Emergency medical care clinics are classified as ~~((Retail Sales and Service))~~ Office.

Section 9. That Section 17C.200.050 SMC is amended to read as follows:

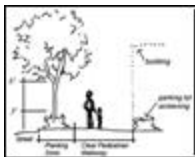
Section 17C.200.050 Street Tree Requirements

A. Purpose.

To provide consistent street frontage character within the street right-of-way. The street tree standards also maintain and add to Spokane's tree canopy and enhance the overall appearance of commercial and neighborhood development. Trees are an integral aspect of the Spokane landscape and add to the livability of Spokane. They provide aesthetic and economic value to property owners and the community at large.

B. Street Tree Implementation.

1. Street trees are required along all city streets in downtown, commercial, center and corridor, industrial, residential and FBC zones.
2. Street trees shall be planted between the curb and the walking path of the sidewalk.



3. Street trees, tree grates and other landscaping shall be maintained and irrigated by the adjacent property owner. If the adjacent property owner fails to maintain the adjacent street trees and other landscaping, the City may perform the required tree and other landscaping work at the abutting property owner's expense as referenced in [SMC 12.02.0210\(B\)\(2\)](#).

4. If a street has a uniform planting of street trees or a distinctive species within the right-of-way, then new street trees should be of a similar form, character and planting pattern.
5. For a full list of approved trees in the city of Spokane, see the urban forestry program's approved street tree list. Species selection should be guided by individual site conditions including hydrology, soil, solar orientation, and physical constraints.

C. Planting Zones.

1. Provide continuous planting strips or individual planting areas per Table 17C.200.050-1, Tree Planting Dimensional Standards.

TABLE 17C.200.050-1 Tree Planting Dimensional Standards [1]		
ZONE	CONTINUOUS PLANTING STRIP (minimum width as measured from back of curb)	INDIVIDUAL PLANTING AREA (width as measured from back of curb)
Downtown	Individual Planting Areas (tree vaults) required [1]	4 ft. minimum ((6)) 8 ft. maximum [2]
CC	5 ft.	4 ft. minimum 6 ft. maximum [2]
FBC	Individual Planting Areas (tree vaults) required [1]	5 ft [2]
Commercial	5 ft.	4 ft. minimum 6 ft. maximum [2]
Industrial	6 ft.	Continuous Planting Strip required [3]
RA, R1, R2	6 ft.	Continuous Planting Strip required [3]
RMF, RHD	6 ft.	Continuous Planting Strip required [3]
School/Church Loading Zone	Not Applicable	4 ft. minimum 6 ft. maximum [2, 4]
<p>Notes:</p> <p>[1] Individual Planting Areas (tree vaults) are the standard for the Downtown and FBC Zones. Proposals for Continuous Planting Strips may be evaluated on a case by case basis.</p> <p>[2] Un-compacted soils are necessary for street trees. Individual planting areas (or tree vaults) must be of a size to accommodate a minimum of 100 cubic feet of un-compacted soils per tree at a maximum depth of three feet. Refer to the Engineering Design Standards for examples of potential options in individual planting areas.</p>		

[3] Continuous Planting Strips are the standard for Industrial and Residential Zones. However, individual planting areas meeting the CC standard may be proposed and evaluated on a case by case basis in Industrial, RMF and RHD Zones.

[4] In all zones, within a school/church loading zone, street tree location may vary from the standard as long as street trees are located within the right-of-way.

[5] In all zones, when a continuous planting strip will double as a stormwater swale, the minimum width shall be 6.5 feet.

2. Continuous Planting Strips.

- a. Continuous planting strips may be planted with living ground cover or low plantings that are maintained at a height less than three (3) feet from ground level.
- b. When auto traffic is immediately adjacent to the curb, new street trees must be planted at least three (3) feet from the edge of the automobile travel way.



3. Individual Planting Areas.

- a. When an individual planting area is not symmetrical, the longer dimension shall run along the curb.
- b. Tree grates or plantings are acceptable. However, when there is on-street parking, a tree grate or a paved walk eighteen (18) inches wide behind the curb are encouraged to help avoid conflicts with car doors and foot traffic. The minimum clear pedestrian walking path as required for the zone shall be maintained.

Tree Grates



Street Trees with plantings up to 3 ft.



- c. Where tree grates are used, they shall be ADA accessible and have a similar size and material as tree grates found in adjacent developments. Where tree grates are used, tree guards are encouraged for tree protection.

Tree Grate with Tree Guard



- d. Un-compacted soils are necessary for street trees. A minimum of one hundred (100) cubic feet per tree at a maximum depth of three feet is required. See Engineering Design Standards for examples of potential options in individual planting areas and for retrofitting sidewalks.



D. Size Requirements for New Street Trees.

- 1. Street trees shall meet the most recent ANSI standards for a two-inch caliper tree at the time of planting
- 2. Larger shade trees with spreading canopies or branches are desirable where possible. Species of street trees within the public rights-of-way shall be approved by the City urban forester and reviewed by the director of engineering services.
- 3. If overhead power lines are present, street trees shall be limited to a mature height of twenty-five (25) feet to avoid conflict with utility lines and maintenance crews.

E. Spacing Requirements for Street Tree Spacing.

The objective, when planting and maintaining street trees, is to create and maintain in a healthy condition a continuous tree canopy over the sidewalk.

- 1. Continuous planting strips.

Average spacing shall be twenty-five (25) feet for small and columnar trees and thirty (30) feet for canopy trees. The planning director may allow increased spacing for exceptionally large trees or upon the recommendation of the urban forester.

2. Individual planting areas.
Average spacing for all tree sizes and types shall be twenty-five (25) feet. Trees planted adjacent to parallel parking stalls with meters may be spaced twenty (20) feet apart.
3. Street tree plantings shall consider the location of existing utilities, lighting, driveways, business entrances and existing and proposed signs. See the Engineering Design Standards for required dimensions.

F. Clear View Zone.

Landscaped areas between the curb and sidewalk, as well as landscaped areas within the clear view triangle as defined in [SMC 17A.020.030](#) shall be maintained or plant material chosen to maintain a vertical clear view zone between three and eight feet from ground level.



Section 10. That Section 17D.010.020 SMC is amended to read as follows:

Section 17D.010.020 Concurrency (~~(Test)~~) Review

A. Application.

All development permit applications are subject to a concurrency (~~(test)~~) review except those exempted in SMC 17D.010.030. If a concurrency (~~(test)~~) review is conducted for the preliminary plat application, no concurrency (~~(test)~~) review shall be required for the final plat application.

B. Procedures.

The concurrency (~~(test)~~) review will be performed in the processing of the development permit and conducted by the appropriate facility and service providers.

1. The planning and economic development services department shall provide the overall coordination of the concurrency (~~(test)~~) review by notifying the facility and service providers of all applications (not including applications for building permits which shall be processed and coordinated by the building services department in a manner consistent with this chapter) requiring a concurrency (~~(test)~~) review as set forth in subsection (A) of this section; notifying the facility and service providers of all exempted applications which use capacity as set forth in SMC 17G.060.090(C); notifying the

applicant of the ~~((test))~~ review results; notifying the facility and service providers of the final outcome (approval or denial) of the development permit; and notifying the facility and service providers of any expired development permits or discontinued certificates of capacity. Failure by the notified facility and service provider to respond shall be construed as a finding that concurrency is met.

2. All facility and service providers shall be responsible for maintaining and monitoring their available and planned capacity.
3. ~~((The facility and service providers shall be responsible for annually reporting to the planning and economic development services department the total available and planned capacity of their facility or service as of the end of each calendar year. Such reporting shall be made no later than July 1st for inclusion in the amendment process of the City of Spokane comprehensive plan.))~~On an annual basis, the Integrated Capital Management Department should coordinate with facility and service providers to identify projects that may be needed in order to accommodate future development and should incorporate such projects in the annual update of the City's Capital Improvement Program.

C. ~~((Test))~~ Review.

Development applications that would result in a reduction of a level of service below the minimum level of service standard cannot be approved. For public water, public wastewater (sewer and stormwater), solid waste disposal, and recycling, only available capacity will be used in the concurrency ~~((test))~~ review. For transportation, police protection, fire protection, schools, parks and recreation and libraries available and planned capacity will be used in conducting the concurrency ~~((test))~~ review.

1. If the capacity of concurrency facilities, either existing or as planned, is equal to or greater than the capacity required by the development permit to, the concurrency ~~((test))~~ review is ~~((passed))~~ satisfied. ~~((A certificate of capacity will be issued according to the provisions of SMC 17D.010.030.))~~
2. If the concurrency ~~((test))~~ review is not passed, the applicant may accept a ninety-day reservation of concurrency facilities that exist and:
 - a. modify the application to reduce the need for concurrency facilities that do not exist;

- b. demonstrate to the service provider's satisfaction that the development will have a lower need for capacity than usual and, therefore, capacity is adequate;
- c. arrange with the service provider for the provision of the additional capacity of concurrency facilities required; or
- d. appeal the results of the concurrency ~~((test))~~ review to the hearing examiner in accordance with the provisions of SMC 17D.010.050. The ninety-day reservation period is tolled from the date an appeal is filed until the date the hearing examiner signs his written opinion.

D. Concurrency Inquiry~~((Application))~~.

An inquiry may be made as to ~~((applicant may inquire))~~ whether or not capacity exists within concurrency facilities ~~((exist))~~ without an accompanying request for a development permit. ~~((As set forth in SMC 8.02.0696, a fee may be charged for such concurrency test. Any available capacity cannot be reserved. A certificate of capacity will only be issued in conjunction with a development permit approval as outlined in SMC 17D.010.030.))~~

1. Fee.

As set forth in SMC 8.02.0696, a fee may be charged for such concurrency review. Any available capacity cannot be reserved.

2. Capacity Letter.

Upon request, the Director of Engineering may issue a letter indicating whether capacity is available. Unless reserved through some other process or through a Development Agreement, such letter shall not be legally binding.

Section 11. That Section 17D.010.030 SMC is amended to read as follows:

Section 17D.010.030 ~~((Certificate of))~~ Reservation of Capacity

A. ~~((Issuance.))~~ Reservation.

~~((A certificate of e))~~ Capacity shall be reserved for a specific development ~~((issued))~~ at the same time the development permit is issued and upon payment of any fee and/or performance of any condition required by a service provider.

- 1. ~~((A certificate of e))~~ Capacity shall be reserved ~~((apply))~~ only for ~~((to))~~ the specific land uses, densities, intensities and development project described in the application and development permit.

2. ~~((A certificate of e))~~ Capacity reserved for a specific development is not transferable to other land, but may be transferred to new owners of the original land.

B. ~~((Life Span of Certificate.))~~ Expiration.

~~((A certificate of e))~~ Capacity reserved for a specific development shall expire if the accompanying development permit expires or is revoked. ~~((A certificate of capacity may be extended according to the same terms and conditions as the accompanying development permit.))~~ If the development permit is granted an extension, the accompanying capacity shall continue to be reserved for the life of the permit. ~~((so shall the certificate of capacity.))~~

C. Unused Capacity.

Any capacity that is not used because the ~~((developer decides not to develop or the))~~ accompanying development permit~~((s))~~ expires shall be returned to the pool of available capacity.

D. No Impact.

Development permits for development which creates no additional impacts on any concurrency facility are exempt from the requirements of this chapter. Such development includes, but is not limited to:

1. any addition to a residence or accessory structure with no change in use or increase in the number of dwelling units;
2. interior renovations with no change in use or increase in number of dwelling units;
3. interior completion of a structure for use(s) with the same or less intensity as the existing use or a previously approved use;
4. replacement structure with no change in use or increase in number of dwelling units;
5. temporary construction trailers;
6. driveway, resurfacing or parking lot paving;
7. re-roofing of structures;
8. demolitions.

E. Exempt Permits.

The following development permits are exempt from the requirements of this chapter:

1. Boundary line adjustment;

2. Final plats;
 3. Temporary use permit;
 4. Variance;
 5. Waiver;
 6. Shoreline substantial development permit/variance.
- F. Application Filed Before Effective Date of Certificate of Capacity Ordinance.
Complete development permit applications that have been submitted before the effective date of the Certificate of Capacity ordinance (March 30, 2005) are exempt from the requirements of this chapter.
- G. Pre-existing Use Rights.
Development permits that were issued before March 30, 2005 shall be considered to have capacity as long as the accompanying development permit is valid. If the accompanying development permit does not expire, capacity shall be considered to exist for three years after March 30, 2005.
- H. Single-family Homes and Duplexes.
Building permits for a single-family home and/or a duplex are exempt from the requirements of this chapter.
- I. Interior Renovations.
Interior renovations that only add one additional dwelling unit are exempt from the requirements of this chapter.
- J. Accessory Dwelling Units.
All accessory dwelling units, as defined in chapter 17C.300 SMC are exempt from the requirements of this chapter.
- K. Accounting for Capacity.
The capacity for development permits exempted under subsections (C), (D), (E), (F) and (G) of this section shall be taken into account.

Section 12. That Section 17D.075.180 SMC is amended to read as follows:

Section 17D.075.180 Appendix A – Impact Fee Schedule

Appendix A – Impact Fee Schedule

Section 13. That Section 17G.020.040 SMC is amended to read as follows:

Section 17G.020.040 Amendment Frequency

The comprehensive plan shall be subject to continuing review and evaluation by the City. Amendment to the comprehensive plan should not be considered more frequently than once a year, **except** as described in [RCW 36.70A.130](#) or in the following cases:

- A. Initial adoption of a specific/subarea plan that does not modify the comprehensive plan policies and designations applicable to the subarea ([RCW 36.70A.130\(2\)\(a\)\(i\)](#)). However, as anticipated by the comprehensive plan, redesignations are exempt that comply with and implement the comprehensive plan policies regarding designations created as a part of initial neighborhood and centers planning efforts through the neighborhood planning program.
- B. Adoption or amendment of the shoreline master program.
- C. Amendment of the capital facilities program portion of the comprehensive plan that occurs concurrently with the adoption or amendment of a City budget.
- D. Whenever an emergency exists. The plan commission will review a potential emergency situation, with advice from the city attorney's office, to determine if the situation does, in fact, necessitate an emergency comprehensive plan amendment. Findings must demonstrate a need of neighborhood or community-wide significance, and not a personal emergency on the part of a particular applicant or property owner. Potential emergency situations may involve official, legal or administrative actions, such as those to immediately avoid an imminent danger to public health and safety, prevent imminent danger to public or private property, prevent an imminent threat of serious environmental degradation or address the absence of adequate and available public facilities or services.
- E. Changes necessary to resolve an appeal of a comprehensive plan filed with a growth management hearings board or with the court.
- F. Changes necessary to address any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.
- ~~((G. Changes to development regulations that are consistent with the comprehensive plan or are necessary to implement the comprehensive plan.))~~
- ~~((H.))~~ G. Technical corrections that would remove typographical errors or resolve a mapping error.
- ~~((I.))~~ H. Amendment to the Land Use Plan Map to accommodate an annexation into the city. Date Passed: Monday, August 21, 2017

Section 14. That Section 17G.061.010 SMC is amended to read as follows:

Section 17G.061.010 Summary of Land Use Application Procedures

Table 17G.061.010-1 summarizes the applications subject to this chapter. For any application type that is referenced in the land use codes, but not represented in Table 17G.061.010-1, the process shall be as identified in the application most closely associated with the application process definitions in [SMC 17G.061.100](#).

TABLE 17G.061.010-1 SUMMARY OF APPLICATION TYPES AND REQUIREMENTS								
	Application Type	Notice of Community Meeting	Notice of Application	Notice of Hearing	Notice Content	Review Official	City Council Review	Expiration of Permit
BUILDING AND CODE ENFORCEMENT								
Building Permit without SEPA	(Type I) <u>Excluded</u>	-	-	-	-	Building Official	-	180 days
Building Permit with SEPA (Commercial/Industrial/Other)	Type I	-	Sign Posted Legal	-	-	Building Official	-	180 days
Demolition Permit without SEPA	Type I	-	- [2]	- [1]	-	Building Official	-	180 days
Demolition Permit with SEPA [2]	Type I	-	Sign Posted Legal Newspaper	- [1]	-	Building Official	-	180 days
Fence Permit	Excluded	-	-	-	-	Building Official	-	180 days

Grading Permit without SEPA	Type I	-	Sign Posted Legal	-	-	Building Official	-	180 days
Grading Permit with SEPA	Type I	-	-	-	-	Building Official	-	180 days
Manufactured Home Permit	Excluded	-	-	-	-	Building Official	-	180 days
Sign Permit	Excluded	-	-	-	-	Building Official	-	180 days
Residential Building Permit	Excluded	-	-	-	-	Building Official	-	180 days
Remodel Permit	Excluded	-	-	-	-	Building Official	-	180 days
ENGINEERING SERVICES								
Address Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Approach Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Design Deviation – Street Design	Excluded	-	-	-	-	Engineering Director	-	180 days
Encroachment Permit	Excluded	-	-	-	-	Engineering	-	180 days

						Director		
LID Formation	Excluded	-	-	-	-	Engineering Director	-	180 days
Obstruction Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Road Closure	Excluded	-	-	-	-	Engineering Director	-	180 days
Sidewalk Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Stormwater Design Acceptance	Excluded	-	-	-	-	Engineering Director	-	180 days
Street Vacation	Excluded	-	-	-	-	Engineering Director	-	180 days
PLANNING AND ECONOMIC DEVELOPMENT SERVICES								
Accessory Dwelling Unit (ADU)	Excluded	-	-	-	-	Planning Director	-	180 days
Administrative Exemptions	Excluded	-	-	-	-	Planning Director	-	180 days
Administrative Interpretations/Determinations	Excluded	-	-	-	-	Planning Director	-	180 days

Binding Site Plan (BSP) – Preliminary	Type II	-	Individual Sign Posted	-	Project name Proposed use Acreage # of lots	Planning Director	-	5 years
Binding Site Plan (BSP) – Final	Excluded	-	-	-	-	Planning Director	-	N/A
Boundary Line Adjustment (BLA)	Excluded	-	-	-	-	Planning Director	-	N/A
Certificate of Compliance (CC) – Hearing Examiner	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	N/A
Certificate of Compliance (CC) – Planning Director	Type II	-	Individual Sign Posted	-	Project name Proposed use	Planning Director	-	N/A
Conditional Use Permit (CUP) – Hearing Examiner	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	3 years
Conditional Use Permit (CUP) – Planning Director [3]	Type II	-	Individual Sign Posted	-	Project name Proposed use	Planning Director	-	3 years

Floodplain Development with SEPA	Type I	Individual Sign Posted	Individual Sign Posted	-	Proposed use	Planning Director	-	180 days
Floodplain Variance	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	3 years
Home Occupation	Excluded	-	-	-	-	Planning Director	-	N/A
Long Plat – Preliminary	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted Newspaper	Project name Proposed use Acreage # of lots	Hearing Examiner	-	5 years
Long Plat – Final	Excluded	-	-	-	-	Planning Director	-	N/A
Planned Unit Development (PUD) – Preliminary	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use Acreage # of lots	Hearing Examiner	-	5 years [5]
Planned Unit Development (PUD) – Final	Excluded	-	-	-	-	Planning	Yes	N/A

						Director		
Shoreline Exemption/Determination/Interpretation	Excluded	-	-	-	-	Planning Director	-	Must comply with WAC 173-27-90
Shoreline Substantial Development Permit (SDP)	Type II	Individual Sign Posted	-	-	Project name Proposed use	Planning Director	-	Must comply with WAC 173-27-90
Shoreline Variance	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	Must comply with WAC 173-27-90
Shoreline Conditional Use Permit (CUP)	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	Must comply with WAC 173-27-90
Short Plat – Preliminary with Standard Review and SEPA	Type II	-	Individual Sign Posted	-	Project name Proposed use Acreage # of lots	Planning Director	-	5 years
Short Plat – Preliminary with Standard Review and No SEPA	Type II	-	Individual Sign [4] Posted [4]	-	Project name Proposed use	Planning Director	-	5 years

					Acre age # of lots			
Short Plat – Preliminary with Minor Review	Type II	-	-	-	-	Planni ng Direct or	-	5 years
Short Plat – Final	Exclu ded	-	-	-	-	Planni ng Direct or	-	N/A
Skywalk	Type III	Indivi dual Sign Poste d	Individ ual Sign Poste d	Individ ual Sign Poste d	-	Hearin g Exami ner	Yes	Up to 25 year agree ment
Variance	Type III	Indivi dual Sign Poste d	Individ ual Sign Poste d	Individ ual Sign Poste d	Proje ct name Prop osed use Prop osed stand ard	Hearin g Exami ner	-	3 years
Rezone	Type III	Indivi dual Sign Poste d	Individ ual Sign Poste d	Individ ual Sign Poste d	Proje ct name Prop osed use Prop osed zone	Hearin g Exami ner	-	3 years

Footnotes

[1] Public Hearing is required if the structure is on the National Historic Register.

[2] Applications for demolition permits for the demolition of an entire building or structure shall, in addition to any applicable requirements under chapter 43.21C RCW, be subject to a ten-day review and comment period. This review and comment period shall run concurrently with any other applicable notice and comment period. Following receipt of such applications, copies shall be forwarded to the individual(s) designated pursuant to SMC 4.27.010(D) to receive written notice on behalf of the neighborhood council in which the building or structure is located, at the address for such neighborhood council designee(s) that is on file with the department. Any comments submitted to the department by the neighborhood council during this review and comment period shall be provided to the applicant prior to issuing the demolition permit.

[3] Conditional Use Permits required under SMC 17C.111.110, Limited Use Standards for Religious Institutions and Schools, will complete posted/individual notification requirements for a Community Meeting.

[4] Sign and posted notice not required for 2-4 lots per SMC 17G.080.040(D)

[5] If a PUD is approved together with a preliminary plat, the expiration date for the PUD shall be the same as the expiration date of the preliminary plat.

Section 15. That Section 17G.061.320 SMC is amended to read as follows:

Section 17G.061.320 Notice of Decision

- A. Decisions on Type I, II, and III project permit applications are made by the hearing examiner or director within ten days of the date the record is closed. The time for decision may be extended if the applicant agrees in writing. Subject to chapter 36.70B RCW, the time for decision may also be extended to allow time for additional public comment if the hearing examiner or director determines that notice was not properly mailed or posted; provided, a person is deemed to have received notice if that person appears at the hearing or submits timely written comments, even if notice was not properly mailed or posted. In making the decision, the hearing examiner or director may approve, approve with conditions, or deny the permit application. The decision is made in writing.
- B. Within seven days of making the decision, the hearing examiner or director causes notice of decision to be provided as follows:

1. Written notice of decision is provided by the decision-maker concurrent to the decision.
2. Notice of a decision denying a permit application is given to the applicant. A full copy of the decision and any conditions of approval accompanies the notice of the decision to the applicant.
3. Notice of all other decisions is given to the applicant, all parties of record, and all persons who have requested to be given notice.
4. Notice of decision for Type I permit applications shall be the permit. For Type II and III permit applications the decision includes the following information:
 - a. Location of the property.
 - b. Description of the proposed action.
 - c. Name, address, and office telephone number of the City official from whom additional information may be obtained.
 - d. Applicant name and number.
 - e. The decision made, including the environmental threshold determination.
 - f. A list of persons who testified in person or in writing, or a summary of such a list.
 - g. A list of exhibits or a summary of such a list.
 - h. A statement of the decision criteria governing the application.
 - i. A statement of the comprehensive plan policies governing the application.
 - j. Findings of fact and conclusions relating the proposal to the decision criteria governing the application and which form the basis for the decision.
 - k. A statement that a full copy of the decision may be obtained from the designated official for the cost of reproduction.
 - l. The last date the decision may be appealed.
 - m. The place the appeal must be filed.
 - n. A statement of the fee to be charged for an appeal and the approximate cost to prepare any required transcripts.
 - o. A statement that the decision will be final unless appealed; and

- p. The signature of the person making the decision.
- C. If the decision on a Type II or III project permit includes conditions of approval, a covenant must be recorded in the Spokane County auditor's office ((identifying)) which identifies the ~~((restrictions to use and to ((development of)) the property ((exist))~~ conditions. The covenant must be filed within the approval time limits of the permit or the approval becomes void. For rezones, the hearing examiner does not forward the rezone to the city council until the covenant has been filed.
- D. The decision for a shoreline substantial development permit, shoreline conditional use permit, or shoreline variance must contain a statement that construction pursuant to the permit shall not begin and is not authorized until twenty-one days from the "date of filing" by department of ecology as defined in RCW 90.58.140(6) and WAC 173-27-130, or until all review proceedings initiated within twenty-one days from the date of such filing have been terminated; except as provided in RCW 90.58.149(5)(a) and (b).
- E. Notice of decision for a shoreline substantial development permit, shoreline conditional use permit, or shoreline variance shall be submitted to the department of ecology along with a permit data sheet (Appendix A, WAC Chapter 173-27). For a shoreline conditional use permit or a shoreline variance, there is a thirty-day review by department of ecology. After this period, the department of ecology shall render and transmit to the City of Spokane and the applicant a final decision approving, approving with conditions, or disapproving the permit. The Planning Director shall provide notification within seven days of the department of ecology's final decision to those interested persons having requested notification.

Section 16. That Section 17G.070.030 SMC is amended to read as follows:

Section 17G.070.030 Development Standards

A. Permitted Uses.

Any permitted or conditional use allowed in the base zoning districts of the subject property plus additional uses including the following:

1. In the RA, R1, and R2 zoning districts, an applicant with a planned unit development approval may develop the site to contain these additional uses:
 - a. Accessory uses directly serving the planned unit development only and which are customary or associated with, but clearly incidental to, the residential uses permitted in the zone including:

- i. community building with indoor and/or outdoor recreation facilities;
 - ii. recreational vehicle and personal storage area;
 - iii. consolidated guest parking facilities.
2. In the RMF and RHD zoning districts, an applicant with a planned unit development approval may develop any uses permitted in the R1, R2, RMF and RHD zones together with these additional uses:
 - a. Retail sales and service uses and office uses are permitted subject to the following limitations:
 - i. The PUD site is larger than ten acres,
 - ii. Individual retail sales and service uses and office uses shall not exceed a floor area of three thousand square feet each and the site area developed with retail sales and service uses and office uses shall not exceed five percent of the total PUD site area.
 - iii. Sites developed with retail sales and service uses and office uses shall have frontage on a street that is designated as a collector or higher classified arterial.
 - iv. The retail sales and service uses and office uses in the PUD shall not be permitted until sixty percent of the approved residential units are completed.
 - v. An one hundred percent increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses.
 - vi. Outdoor sales and display and outdoor storage areas are not permitted except outdoor seating is allowed for restaurants and cafes.
3. Commercial Zones.

PUDs are permitted in the commercial zones including center and corridor (CC) and the downtown (DT) zones.
4. Industrial Zones.

In the PI zones, an applicant with a planned unit development approval may develop the site to contain all of the uses permitted by right in the underlying zone and, in addition, up to fifty percent of

the total gross floor area may be devoted to housing units provided these are built above the ground floor.

5. More Than One Base Zone.

When a site contains land that is in more than one zoning district, the allowed residential and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district.

B. Density.

1. Densities Required.

An applicant with a planned unit development approval shall develop the site subject to the minimum and maximum density provisions of the base zone, as contained in Title 17C SMC, except as provided in subsection (B)(2) of this section, plus a maximum of ten percent density bonus per the provisions below under SMC 17G.070.030(B)(5).

2. Density Exception.

For properties with a designated critical area or properties located in agricultural lands designation of the City's comprehensive plan, the minimum density requirement may be waived by the hearing examiner based on the following criteria:

- a. The development of the site with the critical area would not allow sufficient minimum lot size under the base zone requirements because critical area setbacks and buffers would reduce minimum lot sizes below those required by the base zone.
- b. The development of the site would require reducing buffers, setbacks or other dimensional modifications due to the location of designated critical areas; and
- c. The protection of the agricultural lands or critical area would be more effective by clustering the homes and structures to the minimum area necessary.

3. Calculating Density.

The calculation of density for a planned unit development is the net area based on the total area of subject property less the area set aside for right-of-way, tracts of land reserved for private streets and dedicated tracts reserved for stormwater facilities. The calculation of density is rounded up to the next whole number.

4. Transfer of Development Rights.

An applicant for a planned unit development may shift allowed residential densities to another site to protect and preserve designated critical areas and agricultural lands while providing the overall maximum density permitted by the underlying zoning district.

5. Density Bonuses.

- a. An applicant for a planned unit development may apply for a residential density bonus of ten percent above the maximum density allowed in the underlying base zone for developing affordable housing units that meet or exceed the HUD standards for affordable units.
- b. The density bonus may be granted based on a one percent ratio of bonus density for the project for each one percent of affordable housing that is provided.
- c. Affordable housing units are required to be dispersed throughout the project and shall not be congregated all in one building, when more than one building is proposed.

C. Dimensional Requirements of the Base Zone.

The dimensional requirements of the base zone standards apply to a PUD except as follows:

1. Lot Dimensional Standards.

- a. The minimum lot size, lot depth and lot width standards may be modified.
- b. The lot frontage requirements may be modified to allow the lots to be served by a private street or private access, rather than a public street as required under SMC 17C.111.200(F), provided that the director of engineering services has determined that private streets or private access can serve the subject lots in the planned unit development. A private street or private access that does not conform to chapter 17H.010 SMC, Street Development Standards, may be approved through a design variance request under SMC 17H.010.020.

2. Lot Coverage and FAR.

The lot coverage by buildings and the floor area ratio (FAR) provisions may be modified.

3. Setbacks.

- a. Front and rear yard setbacks.
 - i. Front and rear yard setbacks for structures located within eighty feet of the perimeter of the project shall be the same as required by the base zone.
 - ii. Front and rear yard setbacks in the remainder of the project may be modified, except that a minimum front or rear yard setback of twenty feet is required for any garage or carport that opens facing a street or an alley.
 - iii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify front yard setbacks, if sufficient queuing to enter the structure is provided on-site.
- b. Side Yard Setbacks.
 - i. Side yard setbacks may be modified, except that a side yard setback of twenty feet is required for any garage or carport that opens facing a street.
 - ii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify side yard setbacks, if sufficient queuing to enter the structure is provided on-site.

4. Building Height.

Except as provided below, building height allowed in the base zone cannot be modified, waived or varied through the planned unit development process.

- a. Changes to the height limits in the underlying zone require a rezone processed concurrently with the planned unit development.
- b. In the RMF zone, the wall height for a mixed-use commercial building may be increased to thirty five feet. Such a building is exempt from the height transition requirements of SMC 17C.111.215(C)(3).

5. Off-street Parking.

The minimum number of off-street parking stalls may be modified based upon sufficient evidence that the occupancy of the project will not require the number of off-street parking stalls specified for that use under chapter 17C.230 SMC, Parking and Loading.

6. Signs.

The number, type and size of signs cannot be modified through a planned unit development.

7. Fencing.

Perimeter fencing for a planned unit development is permitted except the maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches. When a fence is along a street frontage, usable pedestrian access shall be provided spaced a minimum of one every three hundred feet.

8. Gates.

If the director of engineering services approves of private streets in the planned unit development, based on the criteria of SMC 17H.010.090, gates may be permitted in a planned unit development.

9. Lot Access.

The alley access requirements of SMC 17C.111.335(B) apply to lots in a PUD. If a lot abuts a public alley, then vehicle access shall be from the alley.

D. Infrastructure.

All public or private streets, paving, curbs, sidewalks, utilities, stormwater, lights and similar facilities shall be developed according to City standards, unless specifically modified by the city engineer. Waivers, variances, or modifications to the private or public street standards, utilities, and other infrastructure through a planned unit development shall be approved by the city engineer. An approved design variance request form shall be submitted with the PUD application.

E. Common Open Space.

In exchange for the approval of more intense residential development, higher densities, smaller lots and relaxed development standards, the developer of a planned unit development is required to provide common open space for the active and passive recreational activities of residents, employees, and visitors. Such space shall be aggregated wherever feasible and shall consist of a combination of landscaped and hard-scaped areas. Such common open space shall include some combination of the following: plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.

1. In planned unit developments, the following requirements shall apply:

- a. At least ten percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PUDs is prohibited and a variance cannot be sought to reduce this requirement.
 - b. Fenced yards associated with buildings immediately adjacent to designated open space, landscaping in parking lots, or fenced stormwater facilities shall not count toward the total open space requirement.
 - c. Environmentally-constrained land within the planned unit development, including wetlands, geologically hazardous areas, fish and wildlife habitats and frequently flooded areas may be used to meet up to fifty percent of the total requirement specified in subsection (E)(1)(a) above, provided that these areas are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.
2. The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:
- a. A homeowners' or property owners' association as regulated by state law.
 - b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

F. Subdivision.

When a planned unit development is combined with a division of land including a short plat, long plat or binding site plan, the requirements of chapter 17G.080 SMC are required to be met, including SMC 17C.111.200(C), along with the following:

~~((1.— Lot Size Transition))~~

~~((Transition requirements for lot sizes in the RA and R! zones cannot be waived or modified through the planned unit development process))~~

~~((2.))~~ 1. Through lots.

Lots shall be configured in a way that development can be oriented toward streets to increase the safety and enjoyment of pedestrians and bicyclists. A new PUD/subdivisions shall not “turn its back” on a

collector, minor or principal arterial street. Through lots are allowed only where both front lot lines are on local access streets. The minimum front lot line and minimum width standards apply to one frontage of the through lot.

Section 17. That Section 17H.010.130 SMC is amended to read as follows:

Section 17H.010.130 Alleys

- A. When constructed, alleys shall be provided at the rear or side of lots.
- B. Where alleys are existing, or provided in new ((developments)) subdivisions and short subdivisions, on-site parking spaces shall be accessed from the alley and not the street unless approved by director of engineering.
- C. Dead-end alleys shall be avoided wherever possible, but if unavoidable, shall be designed with adequate turn-around facilities or alternative connections acceptable to the director of engineering services at the dead-end.
- D. All new alleys shall be constructed in conformance with the standard plans.
- E. Public alleys shall be located in public right-of-way. If public utilities are to be located in an alley, the alley must be located in public right-of-way.
- F. Private alleys may be located in a tract or on an easement. Tracts must be owned in common by the owners of the property served by the private alley or by a homeowner's association and must be designated on the plat as a special purpose tract. A maintenance agreement must be recorded with the Spokane county auditor that commits the owner(s) to maintain all elements of the private alley.
- G. New alleys shall have a paved width of at least twelve feet and a clear width of at least twenty feet. The twenty-foot width shall not be obstructed in any manner, including the parking of vehicles, fences or utility structures.
- ~~((H. Alleys that serve as a primary access or as a fire access must have a paved width of at least twenty feet. Unless specifically approved by the city fire department, alleys are not considered a fire access.))~~
- ~~((I.))~~ H. Stormwater from all new alleys must be collected and treated according to the city's stormwater guidelines.

Passed the City Council _____

Council President

Attest:

Approved as to form:

City Clerk Assistant City Attorney

Mayor

Date

Effective Date: _____

17D.075.180
Appendix A
Impact Fee Schedule



2024 Downtown District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$230.76
Single Family Attached (duplex, townhouse)	215	dwelling	\$139.93
Multi-Family 1-2 level	220	dwelling	\$125.20
Multi-Family 3-10 level	221	dwelling	\$95.74
ADU	-	dwelling	\$95.74
Multi Family Low-Income (1-2 level)	223	dwelling	\$112.92
Assisted Living	254	bed	\$46.83
Continuing Care Retirement Comm	255	dwelling	\$37.07
Nursing Home	620	bed	\$27.32
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$164.64
Hotel/Motel	320	room	\$131.16
Movie Theater	444	sq ft/GFA	\$0.47
Health Club	492	sq ft/GFA	\$0.57
Day Care	565	sq ft/GFA	\$1.17
Bank	912	sq ft/GFA	\$1.27
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$0.13
Middle School	522	sq ft/GFA	\$0.09
High School	530	sq ft/GFA	\$0.11
University/College	550	ASF	\$0.14
Religious Institute	560	sq ft/GFA	\$0.12
Library	590	sq ft/GFA	\$0.77
Hospital	610	sq ft/GFA	\$0.26
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$1.07
General Office	710	sq ft/GFA	\$0.37
Medical Office / Clinic	720	sq ft/GFA	\$0.81
Office Park	750	sq ft/GFA	\$0.36

BASE RATE PER PM TRIP		\$210	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$0.38
Specialty Retail Center	826	sq ft/GLA	\$0.22
Hardware/Paint Store	816	sq ft/GFA	\$0.39
Nursery/Garden Center	817	sq ft/GFA	\$0.71
Shopping Center	820	sq ft/GLA	\$0.33
Car Sales - New/Used	841	sq ft/GFA	\$0.48
Tire Store	848	Service bay	\$427.83
Supermarket	850	sq ft/GFA	\$0.84
Convenience Market	851	sq ft/GFA	\$1.89
Pharmacy	881	sq ft/GFA	\$0.59
Furniture Store	890	sq ft/GFA	\$0.03
Quick Lubrication Vehicle Shop	941	Service Bay	\$696.93
Auto Parts & Service Center	943	sq ft/GFA	\$0.52
Service Station/Minimart/Carwash	853	VFP	\$720.22
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$0.31
Heavy Industrial	120	sq ft/GFA	\$0.21
Industrial Park	132	sq ft/GFA	\$0.27
Manufacturing	140	sq ft/GFA	\$0.23
Warehousing	150	sq ft/GFA	\$0.10
Mini-Storage	151	sq ft/GFA	\$0.05
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$0.96
Quality Restaurant	931	sq ft/GFA	\$0.92
High Turnover Restaurant	932	sq ft/GFA	\$0.93
Fast Casual	-	sq ft/GFA	\$1.55
Fast Food Restaurant	934	sq ft/GFA	\$2.29
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$0.90

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
 Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



2024 Northwest District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$846.85
Single Family Attached (duplex, townhouse)	215	dwelling	\$513.51
Multi-Family 1-2 level	220	dwelling	\$459.46
Multi-Family 3-10 level	221	dwelling	\$351.35
ADU	-	dwelling	\$351.35
Multi Family Low-Income (1-2 level)	223	dwelling	\$414.41
Assisted Living	254	bed	\$171.86
Continuing Care Retirement Comm	255	dwelling	\$136.06
Nursing Home	620	bed	\$100.25
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$604.22
Hotel/Motel	320	room	\$481.33
Movie Theater	444	sq ft/GFA	\$1.74
Health Club	492	sq ft/GFA	\$2.10
Day Care	565	sq ft/GFA	\$4.28
Bank	912	sq ft/GFA	\$4.68
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$0.47
Middle School	522	sq ft/GFA	\$0.33
High School	530	sq ft/GFA	\$0.39
University/College	550	ASF	\$0.51
Religious Institute	560	sq ft/GFA	\$0.42
Library	590	sq ft/GFA	\$2.82
Hospital	610	sq ft/GFA	\$0.96
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$3.93
General Office	710	sq ft/GFA	\$1.34
Medical Office / Clinic	720	sq ft/GFA	\$2.97
Office Park	750	sq ft/GFA	\$1.33

BASE RATE PER PM TRIP		\$770	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$1.41
Specialty Retail Center	826	sq ft/GLA	\$0.80
Hardware/Paint Store	816	sq ft/GFA	\$1.43
Nursery/Garden Center	817	sq ft/GFA	\$2.62
Shopping Center	820	sq ft/GLA	\$1.20
Car Sales - New/Used	841	sq ft/GFA	\$1.78
Tire Store	848	Service bay	\$1,570.06
Supermarket	850	sq ft/GFA	\$3.07
Convenience Market	851	sq ft/GFA	\$6.94
Pharmacy	881	sq ft/GFA	\$2.17
Furniture Store	890	sq ft/GFA	\$0.12
Quick Lubrication Vehicle Shop	941	Service Bay	\$2,557.63
Auto Parts & Service Center	943	sq ft/GFA	\$1.92
Service Station/Minimart/Carwash	853	VFP	\$2,643.10
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$1.12
Heavy Industrial	120	sq ft/GFA	\$0.79
Industrial Park	132	sq ft/GFA	\$0.98
Manufacturing	140	sq ft/GFA	\$0.84
Warehousing	150	sq ft/GFA	\$0.37
Mini-Storage	151	sq ft/GFA	\$0.19
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$3.51
Quality Restaurant	931	sq ft/GFA	\$3.37
High Turnover Restaurant	932	sq ft/GFA	\$3.41
Fast Casual	-	sq ft/GFA	\$5.68
Fast Food Restaurant	934	sq ft/GFA	\$8.42
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$3.30

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
 Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



2024 South District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$2,866.08
Single Family Attached (duplex, townhouse)	215	dwelling	\$1,737.94
Multi-Family 1-2 level	220	dwelling	\$1,555.00
Multi-Family 3-10 level	221	dwelling	\$1,189.12
ADU	-	dwelling	\$1,189.12
Multi Family Low-Income (1-2 level)	223	dwelling	\$1,402.55
Assisted Living	254	bed	\$581.66
Continuing Care Retirement Comm	255	dwelling	\$460.48
Nursing Home	620	bed	\$339.30
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$2,044.93
Hotel/Motel	320	room	\$1,629.01
Movie Theater	444	sq ft/GFA	\$5.90
Health Club	492	sq ft/GFA	\$7.11
Day Care	565	sq ft/GFA	\$14.47
Bank	912	sq ft/GFA	\$15.83
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$1.59
Middle School	522	sq ft/GFA	\$1.10
High School	530	sq ft/GFA	\$1.31
University/College	550	ASF	\$1.74
Religious Institute	560	sq ft/GFA	\$1.43
Library	590	sq ft/GFA	\$9.56
Hospital	610	sq ft/GFA	\$3.24
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$13.28
General Office	710	sq ft/GFA	\$4.54
Medical Office / Clinic	720	sq ft/GFA	\$10.05
Office Park	750	sq ft/GFA	\$4.51

BASE RATE PER PM TRIP		\$2,606	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$4.76
Specialty Retail Center	826	sq ft/GLA	\$2.72
Hardware/Paint Store	816	sq ft/GFA	\$4.86
Nursery/Garden Center	817	sq ft/GFA	\$8.86
Shopping Center	820	sq ft/GLA	\$4.06
Car Sales - New/Used	841	sq ft/GFA	\$6.01
Tire Store	848	Service bay	\$5,313.74
Supermarket	850	sq ft/GFA	\$10.38
Convenience Market	851	sq ft/GFA	\$23.49
Pharmacy	881	sq ft/GFA	\$7.36
Furniture Store	890	sq ft/GFA	\$0.40
Quick Lubrication Vehicle Shop	941	Service Bay	\$8,656.09
Auto Parts & Service Center	943	sq ft/GFA	\$6.51
Service Station/Minimart/Carwash	853	VFP	\$8,945.36
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$3.79
Heavy Industrial	120	sq ft/GFA	\$2.66
Industrial Park	132	sq ft/GFA	\$3.32
Manufacturing	140	sq ft/GFA	\$2.85
Warehousing	150	sq ft/GFA	\$1.25
Mini-Storage	151	sq ft/GFA	\$0.64
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$11.88
Quality Restaurant	931	sq ft/GFA	\$11.42
High Turnover Restaurant	932	sq ft/GFA	\$11.55
Fast Casual	-	sq ft/GFA	\$19.22
Fast Food Restaurant	934	sq ft/GFA	\$28.50
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$11.15

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
 Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



2024 Northeast District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$707.17
Single Family Attached (duplex, townhouse)	215	dwelling	\$428.82
Multi-Family 1-2 level	220	dwelling	\$383.68
Multi-Family 3-10 level	221	dwelling	\$293.40
ADU	-	dwelling	\$293.40
Multi Family Low-Income (1-2 level)	223	dwelling	\$346.06
Assisted Living	254	bed	\$143.52
Continuing Care Retirement Comm	255	dwelling	\$113.62
Nursing Home	620	bed	\$83.72
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$504.56
Hotel/Motel	320	room	\$401.94
Movie Theater	444	sq ft/GFA	\$1.46
Health Club	492	sq ft/GFA	\$1.75
Day Care	565	sq ft/GFA	\$3.57
Bank	912	sq ft/GFA	\$3.91
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$0.39
Middle School	522	sq ft/GFA	\$0.27
High School	530	sq ft/GFA	\$0.32
University/College	550	ASF	\$0.43
Religious Institute	560	sq ft/GFA	\$0.35
Library	590	sq ft/GFA	\$2.36
Hospital	610	sq ft/GFA	\$0.80
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$3.28
General Office	710	sq ft/GFA	\$1.12
Medical Office / Clinic	720	sq ft/GFA	\$2.48
Office Park	750	sq ft/GFA	\$1.11

BASE RATE PER PM TRIP		\$643	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$1.17
Specialty Retail Center	826	sq ft/GLA	\$0.67
Hardware/Paint Store	816	sq ft/GFA	\$1.20
Nursery/Garden Center	817	sq ft/GFA	\$2.19
Shopping Center	820	sq ft/GLA	\$1.00
Car Sales - New/Used	841	sq ft/GFA	\$1.48
Tire Store	848	Service bay	\$1,311.10
Supermarket	850	sq ft/GFA	\$2.56
Convenience Market	851	sq ft/GFA	\$5.80
Pharmacy	881	sq ft/GFA	\$1.82
Furniture Store	890	sq ft/GFA	\$0.10
Quick Lubrication Vehicle Shop	941	Service Bay	\$2,135.79
Auto Parts & Service Center	943	sq ft/GFA	\$1.61
Service Station/Minimart/Carwash	853	VFP	\$2,207.16
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$0.94
Heavy Industrial	120	sq ft/GFA	\$0.66
Industrial Park	132	sq ft/GFA	\$0.82
Manufacturing	140	sq ft/GFA	\$0.70
Warehousing	150	sq ft/GFA	\$0.31
Mini-Storage	151	sq ft/GFA	\$0.16
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$2.93
Quality Restaurant	931	sq ft/GFA	\$2.82
High Turnover Restaurant	932	sq ft/GFA	\$2.85
Fast Casual	-	sq ft/GFA	\$4.74
Fast Food Restaurant	934	sq ft/GFA	\$7.03
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$2.75

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
 Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

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Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



2024 West Plains District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$4,124.25
Single Family Attached (duplex, townhouse)	215	dwelling	\$2,500.88
Multi-Family 1-2 level	220	dwelling	\$2,237.63
Multi-Family 3-10 level	221	dwelling	\$1,711.13
ADU	-	dwelling	\$1,711.13
Multi Family Low-Income (1-2 level)	223	dwelling	\$2,018.25
Assisted Living	254	bed	\$837.00
Continuing Care Retirement Comm	255	dwelling	\$662.63
Nursing Home	620	bed	\$488.25
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$2,942.63
Hotel/Motel	320	room	\$2,344.13
Movie Theater	444	sq ft/GFA	\$8.49
Health Club	492	sq ft/GFA	\$10.23
Day Care	565	sq ft/GFA	\$20.82
Bank	912	sq ft/GFA	\$22.78
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$2.29
Middle School	522	sq ft/GFA	\$1.58
High School	530	sq ft/GFA	\$1.89
University/College	550	ASF	\$2.50
Religious Institute	560	sq ft/GFA	\$2.06
Library	590	sq ft/GFA	\$13.76
Hospital	610	sq ft/GFA	\$4.66
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$19.12
General Office	710	sq ft/GFA	\$6.54
Medical Office / Clinic	720	sq ft/GFA	\$14.46
Office Park	750	sq ft/GFA	\$6.49

BASE RATE PER PM TRIP		\$3,750	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$6.85
Specialty Retail Center	826	sq ft/GLA	\$3.91
Hardware/Paint Store	816	sq ft/GFA	\$6.99
Nursery/Garden Center	817	sq ft/GFA	\$12.75
Shopping Center	820	sq ft/GLA	\$5.84
Car Sales - New/Used	841	sq ft/GFA	\$8.65
Tire Store	848	Service bay	\$7,646.40
Supermarket	850	sq ft/GFA	\$14.93
Convenience Market	851	sq ft/GFA	\$33.80
Pharmacy	881	sq ft/GFA	\$10.59
Furniture Store	890	sq ft/GFA	\$0.58
Quick Lubrication Vehicle Shop	941	Service Bay	\$12,456.00
Auto Parts & Service Center	943	sq ft/GFA	\$9.37
Service Station/Minimart/Carwash	853	VFP	\$12,872.25
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$5.46
Heavy Industrial	120	sq ft/GFA	\$3.83
Industrial Park	132	sq ft/GFA	\$4.78
Manufacturing	140	sq ft/GFA	\$4.11
Warehousing	150	sq ft/GFA	\$1.80
Mini-Storage	151	sq ft/GFA	\$0.93
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$17.10
Quality Restaurant	931	sq ft/GFA	\$16.43
High Turnover Restaurant	932	sq ft/GFA	\$16.62
Fast Casual	-	sq ft/GFA	\$27.66
Fast Food Restaurant	934	sq ft/GFA	\$41.02
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$16.05

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
 Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

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High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



2024 Latah District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$7,293.87
Single Family Attached (duplex, townhouse)	215	dwelling	\$4,422.88
Multi-Family 1-2 level	220	dwelling	\$3,957.31
Multi-Family 3-10 level	221	dwelling	\$3,026.18
ADU	-	dwelling	\$3,026.18
Multi Family Low-Income (1-2 level)	223	dwelling	\$3,569.34
Assisted Living	254	bed	\$1,480.26
Continuing Care Retirement Comm	255	dwelling	\$1,171.87
Nursing Home	620	bed	\$863.49
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$5,204.13
Hotel/Motel	320	room	\$4,145.66
Movie Theater	444	sq ft/GFA	\$15.01
Health Club	492	sq ft/GFA	\$18.08
Day Care	565	sq ft/GFA	\$36.83
Bank	912	sq ft/GFA	\$40.29
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$4.04
Middle School	522	sq ft/GFA	\$2.80
High School	530	sq ft/GFA	\$3.34
University/College	550	ASF	\$4.43
Religious Institute	560	sq ft/GFA	\$3.65
Library	590	sq ft/GFA	\$24.33
Hospital	610	sq ft/GFA	\$8.24
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$33.81
General Office	710	sq ft/GFA	\$11.56
Medical Office / Clinic	720	sq ft/GFA	\$25.57
Office Park	750	sq ft/GFA	\$11.48

BASE RATE PER PM TRIP		\$6,632	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$12.12
Specialty Retail Center	826	sq ft/GLA	\$6.92
Hardware/Paint Store	816	sq ft/GFA	\$12.36
Nursery/Garden Center	817	sq ft/GFA	\$22.55
Shopping Center	820	sq ft/GLA	\$10.33
Car Sales - New/Used	841	sq ft/GFA	\$15.29
Tire Store	848	Service bay	\$13,522.91
Supermarket	850	sq ft/GFA	\$26.41
Convenience Market	851	sq ft/GFA	\$59.78
Pharmacy	881	sq ft/GFA	\$18.73
Furniture Store	890	sq ft/GFA	\$1.02
Quick Lubrication Vehicle Shop	941	Service Bay	\$22,028.85
Auto Parts & Service Center	943	sq ft/GFA	\$16.56
Service Station/Minimart/Carwash	853	VFP	\$22,765.00
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$9.65
Heavy Industrial	120	sq ft/GFA	\$6.76
Industrial Park	132	sq ft/GFA	\$8.46
Manufacturing	140	sq ft/GFA	\$7.26
Warehousing	150	sq ft/GFA	\$3.18
Mini-Storage	151	sq ft/GFA	\$1.64
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$30.23
Quality Restaurant	931	sq ft/GFA	\$29.06
High Turnover Restaurant	932	sq ft/GFA	\$29.40
Fast Casual	-	sq ft/GFA	\$48.92
Fast Food Restaurant	934	sq ft/GFA	\$72.54
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$28.38

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
 Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT SERVICES DEPARTMENT

To:	City Plan Commission	
Subject:	Paper Cuts Code Amendments	
Staff Contact:	Jackie Churchill Planner I jchurchill@spokanecity.org	Spencer Gardner Planning Director sgardner@spokanecity.org
Report Date:	March 6, 2024	
Hearing Date:	March 13, 2024	
Recommendation:	Approval	

I. SUMMARY

This proposal will amend sections 04.16.040 Membership; 17A.020.020 B Definitions; 17A.020.080 H Definitions; 17C.120.110 Limited Use Standards; 17C.122.070 Center and Corridor Allowed Uses; 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses; 17C.190.450 Medical Centers; 17C.200.050 Street Tree Requirements; 17D.010.020 Concurrency Test; 17D.010.030 Certificate of Capacity; 17D.075.180 Appendix A – Impact Fee Schedule; 17G.020.040 Amendment Frequency; 17G.061.010 Summary of Land Use Application Procedures; 17G.061.320 Notice of Decision; 17G.070.030 Development Standards; and 17H.010.120 Alleys; to make minor changes that clarify government process and procedures, align with legislative requirements, and/or make clerical corrections in the Spokane Municipal Code. The proposal also adds a new section, 17C.190.255 Public Parking Lot, creating a new use category description.

II. BACKGROUND

Paper Cuts Code Amendments are revisions to the Unified Development Code (UDC) identified by staff that clarify or make minor changes. These changes are intended to be minor in nature to improve the enforcement of development regulations that improve the quality of life for Spokane residents and improve processing of applications for the development community. Corrections and clarification of code will permit the Development Services Center to communicate development regulations more clearly to applicants.

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

Plan Commission workshop	February 28, 2024
SEPA Determination of Non-significance issued	February 28, 2024
Plan Commission Public Hearing	March 13, 2024

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 issued on February 28, 2024 for the proposed code amendments.

COMMENTS RECEIVED

- No comments were received as of March 5, 2024. All comments received between March 6, 2024 and March 13, 2024 will be forwarded to the Plan Commission prior to their public hearing.

IV. ANALYSIS

PROPOSAL DESCRIPTION

Code amendments:

- 04.16.040 Membership:** Code amended to create a range of allowable ages for the youth member of the Bicycle Advisory Board.
- 17A.020.020 “B” Definitions: Building Coverage:** The code was amended to clarify which portions of a building contribute to building coverage.
- 17A.020.020 “B” Definitions: Building Footprint:** The code was amended to add a definition of building footprint.
- 17A.020.080 “H” Definitions: Households:** The code was amended to be consistent with RCW [84.14.010](#).
- 17C.120.110 Limited Use Standards:** The code was amended to clarify that commercial parking on surface lots is not permitted in the O and OR zones.
- 17C.122.070 Center and Corridor Zone Allowed Uses:** Table 17C.122.070-1 Center and Corridor Zone Allowed Uses was removed because it was a duplicate of Table 17C.122T.070-1. A reference was made to the updated table.
- 17C.122T.001 Table 17C.122.070-1 Center and Corridor Zone Allowed Uses:** The table was amended to clarify Surface Lot Commercial Parking is not a permitted use in Center and Corridor Zones. It was also updated to clarify that Structured Commercial Parking is permitted in Center and Corridor Zoning.
- 17C.190.255 Public Parking Lot:** This code section was added to define the term “public parking lot”.
- 17C.190.450 Medical Centers:** The code was amended for consistency. Emergency medical care clinics have been reclassified as office to be consistent with Section 17C.190.250(C) Office.

- **17C.200.050 Street Tree Requirements:** Updated TABLE 17C.200.050-1 to conform with current city practices for the Individual Planting Area in the Downtown Zone.
- **17D.010.020 Concurrency Test:** The section was amended to clarify and explain the concurrency review process.
- **17D.010.030 Certificate of Capacity:** The section was amended to clarify how and when capacity is reserved for permitted development.
- **17D.075.180 Appendix A – Impact Fee Schedule:** The impact fee schedule was amended to include the latest data from the 11th edition of the Trip Generation Manual to include attached housing.
- **17G.020.040 Amendment Frequency:** Code amended to remove irrelevant information.
- **Section 17G.061.010 Summary of Land Use Application Procedures:** Table 17G.061.010-1 Summary Of Application Types And Requirements has been amended to correct the application type for building without a permit.
- **17G.061.320 Notice of Decision:** The language in section C has been amended for clarity and to fix grammatical errors.
- **17G.070.030 Development Standards:** Section F (1) Lot Size Transition has been removed to be consistent with the current development code.
- **17H.010.130 Alleys:** Section B language has been updated to clarify when parking spaces shall be accessed from the alley and section H has been updated to remove unnecessary language regarding fire access.

IMPLEMENTATION OF COMPREHENSIVE PLAN GOALS AND POLICIES

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

17G.025.010(G) Approval criteria

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

Staff Analysis: The proposed amendments do not alter the outcomes of the Unified Development Code (UDC) and therefore remains consistent with the various comprehensive plan goals of managing land use in an efficient manner. Furthermore, clarifying or correcting errors in the UDC helps further goals of transparency in government.

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

Staff Analysis: The purpose of development regulations in the UDC is to provide a vehicle to implement the City's comprehensive plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). The UDC includes community goals that bears a substantial relation to public health, safety, welfare, and protection of the environment and the proposed amendments to clarify or correct errors to the code language help further implement those goals.

V. DISCUSSION

The proposed text amendments clarify and correct errors within the UDC ensuring that the implementation and enforcement of the development regulations are more straightforward for City staff. The amendments also provide clarity for applicants as to what is expected for land use and building applications.

VI. CONCLUSION

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

VII. STAFF RECOMMENDATION

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

Staff **recommends approval** of the requested text amendments to 17A.020.020 B Definitions; 17A.020.080 H Definitions; 17C.120.110 Limited Use Standards; 17C.122.070 Center and Corridor Allowed Uses; 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses; 17C.190.450 Medical Centers; 17C.200.050 Street Tree Requirements; 17D.010.020 Concurrency Test; 17D.010.030 Certificate of Capacity; 17D.075.180 Appendix A – Impact Fee Schedule; 17G.020.040 Amendment Frequency; 17G.061.010 Summary of Land Use Application Procedures; 17G.061.320 Notice of Decision; 17G.070.030 Development Standards; and 17H.010.120 Alleys; and new section, 17C.190.255 Public Parking Lot.

VIII. LIST OF EXHIBITS

- A. Proposed text amendments
- B. SEPA Determination of Non-significance

EXHIBIT A

Title 04 Administrative Agencies and Procedures

Chapter 04.16 Bicycle Advisory Board

Section 04.16.040 Membership

The bicycle advisory board has ten members appointed by the city council according to the procedures of [SMC 4.01.030](#). An eleventh member (~~(under)~~ between the ages of sixteen and twenty-two (~~(eighteen)~~)) may be appointed to the board.

Date Passed: Monday, August 31, 2009

Effective Date: Thursday, October 8, 2009

ORD C34474 Section 1

DRAFT

Title 17A Administration

Chapter 17A.020 Definitions

Section 17A.020.020 "B" Definitions

A. Backed Sign.

See [SMC 17C.240.015](#).

B. Balloon Sign.

See [SMC 17C.240.015](#).

C. Bank Carving.

The incorporation of masses of alluvium or other weak bank materials into a stream channel because of undermining, usually in high flow stages.

D. Bank Erosion.

The incorporation of masses of alluvium or other weak bank materials into a stream channel.

E. Bankfull Width.

1. For streams, the measurement of the lateral extent of the water surface elevation perpendicular to the channel at bankfull depth. In cases where multiple channels exist, bankfull width is the sum of the individual channel widths along the cross-section.
2. For lakes, ponds, and impoundments, line of mean high water.
3. For periodically inundated areas of associated wetlands, line of periodic inundation, which will be found by examining the edge of inundation to ascertain where the presence and action of waters are so common and usual, and so long continued in all ordinary years, as to mark upon the soil a character distinct from that of the abutting upland.

F. Banner.

See [SMC 17C.240.015](#).

G. Bas-relief.

Sculptural form in which shapes or figures are carved in a flat surface and project only slightly from the background.

H. Base Flood.

The flood having a one percent chance of being equaled or exceeded in any given year, also referred to as the "one hundred year flood."

I. Base Flood Elevation (BFE)

The elevation to which floodwater is anticipated to rise during the base flood.

J. Basement.

The portion of a building having its floor sub-grade (below ground level) on all sides.

K. Bedrock.

Means a general term for rock, typically hard, consolidated geologic material that underlies soil or other unconsolidated, superficial material or is exposed at the surface.

L. Bee.

Any stage of development of the common domestic honeybee, *Apis mellifera* species.

M. Beekeeper.

A person owning, possession, or controlling one or more colonies of bees.

N. Best Available Science.

Current scientific information used in the process to designate, protect, or restore critical areas, which is derived from a valid scientific process.

O. Best Management Practices.

The utilization of methods, techniques, or products that have been demonstrated to be the most effective and reliable in minimizing environmental impacts.

P. Bicycle Facilities

Facilities designated for use by bicyclists and sometimes by other non-motorized users. The following types of bikeway facilities are identified and further defined in the Comprehensive Plan:

1. Bike-Friendly Route.
2. Shared lane.
3. Neighborhood Greenway.
4. Bicycle lane, both striped and physically protected.
5. Shared-use pathway.

Q. Binding Site Plan – Final.

A drawing to a scale which:

1. identifies and shows the areas and locations of all streets, roads, improvements, utilities, open spaces, and any other matters provided in [SMC 17G.080.060](#);
2. contains inscriptions or attachments setting forth such appropriate limitations and conditions for the use of the land; and
3. contains provisions making any development be in conformity with the site plan.
4. A binding site plan can only be used on property zoned commercial or industrial.

R. Binding Site Plan – Preliminary.

A neat and approximate drawing of a proposed binding site plan showing the general layout of streets, alleys, lots, blocks, and other elements required by this chapter. The preliminary binding site plan shall be the basis for the approval or disapproval of the general layout of a binding site plan.

S. Block.

A group of lots, tracts, or parcels within well-defined and fixed boundaries. Blocks shall be recognized as closed polygons, bordered by street right-of-way lines, addition lines, or a combination of the two, unless an alley is desired, in which case a block is comprised of two closed polygons bordered by street and alley right-of-way lines.

T. Block Frontage.

All of the property fronting on one side of a street that is between intersecting or intercepting streets, or that is between a street and a water feature, or end of a dead end street. An intercepting street determines only the boundary of the block frontage on the side of the street which it intercepts.

U. Board.

The board of county commissioners of Spokane County.

V. Boating Facilities.

Boating facilities include uses for boat or launch ramps. Boating facility use generally requires shoreline modification with impacts to the shoreline both waterward and landward of the ordinary high-water marks.

W. Boundary Line Adjustment.

A division made for the purpose of adjusting boundary lines which does not create any additional lot, tract, parcel, site, or division nor create any lot, tract, parcel, site, or division which contains insufficient area and dimension to meet minimum requirements for width and area for a building site.

X. Breakaway Wall.

A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Y. Breezeway.

A breezeway is a roofed passageway joining two separate structures.

Z. Building.

1. A "building" is a structure, or part, used or intended for supporting or sheltering any use or occupancy.
2. The term includes "factory-built structure" and "mobile home."

3. "Building" does not include a recreational vehicle.
4. "Building" means a structure that has a roof and is enclosed on at least fifty percent of the area of its sides for purposes of administration of zoning provisions.

AA. Building Base.

The plinth or platform upon which a building wall appears to rest, helping establish pedestrian-scaled elements and aesthetically tying the building to the ground.

AB. Building Coverage.

~~((Building coverage is the total amount of ground area covered by a structure or structures.~~

- ~~1. For purposes of calculating building coverage, covered porches, covered decks, pergolas, trellis, or other feature covering a deck, patio or porch are considered structures and included in the building coverage calculations.~~
- ~~2. Building coverage also includes uncovered horizontal structures such as decks, stairways, and entry bridges that are more than forty two inches above grade.~~
- ~~3. The calculation of building coverage includes the measurements of structures from the exterior wall including protrusions such as bay windows, but does not include the eave overhang.))~~

1. Included Items.

Building coverage is the total amount of ground area covered by a structure or structures. Coverage includes both conditioned and unconditioned space and is measured from the exterior wall. The following features are included in the calculation of Building Coverage:

- a) Covered porches;
- b) Covered decks;
- c) Uncovered decks more than forty-two (42) inches above grade;
- d) Covered stairways;
- e) Uncovered stairways more than forty-two (42) inches above grade;
- f) Entry bridges more than forty-two (42) inches above grade;
- g) Pergolas;
- h) Trellises;
- i) Bay windows;
- j) Cantilevered extensions; and
- k) Eave overhangs exceeding twenty-four (24) inches.

2. Excluded Items.

- a) Eave overhangs of twenty-four (24) inches or less; and
- b) Uncovered decks, stairways, or entry bridges less than forty-two (42) inches above grade.

3. Eave Overhangs.

For eave overhangs that exceed twenty-four (24) inches, the entirety of the eave overhang shall be included in the calculation.

AC. Building Envelope.

The area of a lot that delineates where a building may be placed.

AD. Building Footprint

The Building Coverage attributable to an individual building.

~~((AD))~~ AE. Building Frontage.

The length of any side of a building which fronts on a public street, measured in a straight line parallel with the abutting street.

~~((AE))~~ AF. Building Official.

The officer or other designated authority charged with the administration and enforcement of the Building Code.

~~((AF))~~ AG. Build-to Line.

An alignment establishing a certain distance from the property line (street right-of-way line) along which the building is required to be built.

~~((AG))~~ AH. Bulkhead.

A solid or open pile wall erected generally parallel to and near the ordinary high-water mark for the purpose of protecting adjacent uplands from water or erosion. Bulkheads are considered a “hard” shoreline stabilization measure.

Date Passed: Monday, November 20, 2023

Effective Date: Monday, January 1, 2024

ORD C36459 Section 2

DRAFT

[Title 17A Administration](#)

[Chapter 17A.020 Definitions](#)

[Section 17A.020.080 "H" Definitions](#)

A. Habitat.

What plants and animals call "home" Habitat for a particular plant or animal consists of the elements it needs to survive. These elements may be tied to temperature, water, soil, sunlight, source of food, refuge from predators, place to reproduce and other living and non-living factors. (taken from department of fish and wildlife).

B. Habitat Blocks.

Sections of habitat, such as grasslands, forest lands, or riparian areas. These can be either adjacent to other sections, or blocks, of habitat or isolated within urban areas.

C. Habitat Conservation.

Protection or preservation of habitat by various means, such as regulation or acquisition.

D. Habitat Fragmentation.

The separation or breakup of a habitat area into smaller sections or habitat blocks by activities, such as development, logging, and agriculture, often resulting in degraded habitat due to blocked migration corridors and decreased access to water and feeding areas. It can also create isolated populations of wildlife and a decrease in their genetic diversity.

E. Habitat Management Plan.

A fish and wildlife management plan developed to preserve and protect the ecological conditions and habitat specific to a particular site or location. Habitat management plans incorporate best management practices.

F. Hazard Tree.

Any tree that is susceptible to immediate fall due to its condition (damaged, diseased, or dead) or other factors, and which, because of its location, is at risk of damaging permanent physical improvements to property or causing personal injury.

G. Hazardous Material.

Any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical or biological properties described in WAC 173-303-090 or WAC 173-303-100.

H. Hearing Officer.

1. A person or reviewing body appointed by the mayor to consider appeals under [SMC 17E.010.140](#).
2. The officer makes reasonable rules and procedures for the conduct of the hearings authorized hereunder.

I. Height.

The height of a building is as defined in the International Building Code, Sec. 502.1 as "building height," the vertical distance from grade plane to the average height of the highest roof surface. Building height for structures in the residential zones is referenced in [SMC 17C.110.215](#), Building Height.

J. High Quality Vegetative Buffer.

A wetland buffer comprised of multilevel dense native vegetation including shrubs.

K. Highest Adjacent Grade.

The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

L. Historic Landmark.

An historic site, object, building or structure designated pursuant to this chapter that serves as an example of the cultural, historical, architectural or archaeological development of Spokane and Spokane County.

M. Historic Preservation Officer (HPO).

The person charged with the daily operation of the historic preservation office and who:

1. under the administrative direction of the director of planning and economic development services, community and economic development, conducts the work program of the City/County historic preservation office; and
2. serves as the primary staff person for the City/County landmarks commission.

N. Historic Structure

For purposes of the floodplain regulations in [chapter 17E.030 SMC](#), any structure that is:

1. Listed individually in the National Register of Historic Places, as maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior, or
 - b. Directly by the Secretary of the Interior in states without approved programs.

O. Hive.

Any Langstroth type structure with movable-frames intended for the housing of a bee colony. A hive typically consists of a cover, honey supers, brood chambers and a bottom board.

P. Homeowners' Association.

Any combination or group of persons or any association, corporation or other entity that represents homeowners residing in a short subdivision, subdivision, or planned unit development. A homeowners' association shall be an entity legally created under the laws of the State of Washington.

Q. House.

A detached dwelling unit located on its own lot.

R. Household.

1. A household may be a single person, family, or unrelated persons living together, consistent with RCW 84.14.010.

~~((A housekeeping unit consisting of:~~

- ~~1. an individual;~~
- ~~2. two or more related persons as defined in [SMC 17A.020.180\(M\)](#);~~
- ~~3. a group of two or more disabled residents protected under the Federal Fair Housing Amendment Act of 1988;~~
- ~~4. adult family homes as defined under Washington State law; or~~
- ~~5. a group living arrangement where six or fewer residents receive support services such as counseling, foster care or medical supervision at the dwelling unit by resident or non-resident staff; and~~
- ~~6. up to six residents not related by blood or marriage who live together in a single-family dwelling, or in conjunction with any of the above individuals or groups, shall also be considered a household.~~
- ~~7. For purposes of this section, minors living with parent, legal custodian (including a foster parent), or legal guardian shall not be counted as part of the maximum number of residents.~~
- ~~8. Any limitation on the number of residents resulting from this definition shall not be applied in a manner inconsistent with the Fair Housing Amendment Act of 1988, 42 U.S.C. 360, et seq., the Washington law Against Discrimination, Chapter 49.60 RCW, and/or the Washington Housing Policy Act, RCW 46.63.220.)~~

S. Household Pet.

Any animal such as a cat, dog, rabbit, or bird (canary, parakeet, etc.), amphibian/reptile (turtle, lizard, etc.), rodent (rat, mouse, gerbil, etc.), or tropical fish that lives in or is kept within a residence or on a property contain the owner's residence. Young household pets under the age of four months are not included when counting household pets.

T. Hydraulic Project Approval (HPA).

A permit issued by the State department of fish and wildlife for modifications to waters of the State in accordance with RCW 77.55.

U. Hydric Soil.

Soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part. The presence of hydric soil shall be determined following the methods described in the Field Indicators of Hydric Soils in the United States 6.0 or as amended.

V. Hydrophytic Vegetation.

Macrophytic plant life growing in water or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content. The presence of hydrophytic vegetation shall be determined following the methods described in the Washington State Wetland Identification and Delineation Manual.

Date Passed: Monday, October 25, 2021

Effective Date: Thursday, December 2, 2021

ORD C36117 Section 5

DRAFT

Title 17C Land Use Standards

Chapter 17C.120 Commercial Zones

Section 17C.120.110 Limited Use Standards

The paragraphs listed below contain the limitations and correspond with the bracketed [] footnote numbers from [Table 17C.120-1](#).

1. Group Living.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [1].

a. General Standards.

All group living uses except for alternative or post-incarceration facilities are allowed by right.

b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are conditional uses.

2. Adult Business.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [2].

Adult businesses are subject to the additional standards of chapter [17C.305 SMC](#).

3. Commercial Parking.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [3]. In the O and OR zones, a commercial parking use provided within a building or parking structure is a conditional use. Commercial parking on surface lots is not permitted in the O and OR zones.

4. Drive-through Facility.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [4]. In the O and OR zones, a drive-through facility is permitted only when associated with a drive-through bank. In addition, in the OR zone, for a florist use approved by a special permit, sales of non-alcoholic beverages, and sale of food items not prepared on site, including drive-through sales of such items are allowed as an accessory use at locations situated on principal arterials or a designated state route. Drive-through facilities are subject to the additional standards of [SMC 17C.120.290](#) and [SMC 17C.325](#).

5. Quick Vehicle Servicing.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [5].

Quick vehicle servicing uses are permitted only on sites that have frontage

on a principal arterial street. Quick vehicle servicing uses are subject to the additional standards of [SMC 17C.120.290](#).

6. Retail Sales and Service Uses Size Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [6]. Retail sales and services are limited in size in order to reduce their potential impacts on residential uses and to promote a relatively local market area. Retail sales and services uses are limited to the following:

- a. When retail sales and services uses are located within an office building, the retail sales and services may be larger than three thousand square feet, but may not exceed ten percent of the total floor area of the building exclusive of parking areas located within the structure.
- b. Uses not within an office building which are listed as sales-oriented under [SMC 17C.190.270\(C\)](#), retail sales and service, are limited to three thousand square feet of total floor area per site exclusive of parking areas located within a structure.
- c. Uses other than a hotel, motel, private club or lodge which are listed as personal service-oriented, entertainment-oriented or repair-oriented under [SMC 17C.190.270\(C\)](#), retail sales and service, that are larger than three thousand square feet are a conditional use. A hotel, motel, private club or lodge may be larger than three thousand square feet.

7. Required Residential Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [7]. The limitations are stated in [SMC 17C.120.280](#).

8. Industrial Size Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [8]. These types of uses are limited in size to assure that they will not dominate the commercial area and to limit their potential impacts on residential and commercial uses. In addition, if the planning and economic development services director determines that the proposed use will not be able to comply with the off-site impact standards of [chapter 17C.220 SMC](#), the planning and economic development services director may require documentation that the development will be modified to conform with the standards.

- a. Individual uses in the NR and NMU zones are limited to five thousand square feet of floor area per site exclusive of parking area.
- b. Individual uses in the CB zone that exceed twenty thousand square feet of floor area per site exclusive of parking area are a conditional use.

- c. Individual uses in the GC zone that exceed fifty thousand square feet of floor area per site exclusive of parking area are a conditional use.

9. Mini-storage Facilities Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have an [9]. The limitations are stated with the special standards for these uses in chapter 17C.350 SMC, Mini-storage Facilities.

10. Outdoor Activity Limitation.

This regulation applies to all parts of [Table 17C.120-1](#) that have a [10]. Outdoor display, storage or use of industrial equipment, such as tools, equipment, vehicles, products, materials or other objects that are part of or used for the business operation is prohibited.

11. [Deleted]

12. [Deleted]

13. Mobile Food Vending.

This standard applies to all parts of [Table 17C.120-1](#) that have a [13]. All mobile food vendors shall have a valid mobile food vending license issued pursuant to [SMC 10.51.010](#) Mobile Food Vendors.

Date Passed: Monday, January 11, 2016

Effective Date: Wednesday, February 24, 2016

ORD C35346 Section 4

[Title 17C](#) Land Use Standards

[Chapter 17C.122](#) Center and Corridor Zones

[Section 17C.122.070](#) Center and Corridor Zone Allowed Uses

The uses allowed in the center and corridor zones are shown in ((Table 17C.122.070-1.)) Chapter 17C.122T Center and Corridor Zone Development Tables: Table 17C.122.070-1 Center and Corridor Zone Allowed Uses

TABLE 17C.122.070-1 CENTER AND CORRIDOR ZONE ALLOWED USES			
Use is: P — Permitted N — Not Permitted L — Allowed, but special limitations CU — Conditional use review required	CC Zone Type		
	Core Zones		Transition Zone
	CC1	CC2	CC4
Residential*	P	P	P
Hotels, including Bed and Breakfast Inns	P	P	N
Commercial, Financial, Retail, Personal Services (for neighborhood centers (NC) — See Note 1 below)	P[1]	P[1]	L[4]
Eating and Drinking Establishments (for neighborhood centers (NC) — See Note 2 below)	P[2]	P[2]	N
Restaurants without Cocktail Lounges	P	P	L[4]
Professional and Medical Offices	P	P	L[4]
Entertainment, Museum and Cultural	P	P	N
Government, Public Service or Utility Structures, Social Services and Education	P	P	P
Religious Institutions	P	P	P
Parks and Open Space	P	P	P
Structured Parking*	P	P	P
Public Parking Lot	P	P	N

Limited Industrial (if entirely within a building) (for neighborhood centers (NC) — See Note 3 below)	P[3]	P[3]	N
Heavy Industrial	N	N	N
Drive-through Businesses on Pedestrian Streets	N	N	N
Motor Vehicles Sales, Rental, Repair or Washing	N	P	N
Automotive Parts and Tires (with exterior storage or display)	N	P	N
Gasoline Sales (serving more than six vehicles)	N	P	N
Gasoline Sale (serving six vehicles or less)	P	P	P
Self-storage or Warehouse	N	P	N
Adult Business (subject to chapter 17C.305 SMC special provisions)	N	N	N
Winery and Microbreweries	P	P	N
Mobile Food Vending	P[5]	P[5]	P[5]
<p>* Uses especially encouraged through greater FAR and bonuses.</p> <p>Notes:</p> <p>[1] Retail uses having more than forty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.</p> <p>[2] Eating and drinking establishments larger than five thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.</p> <p>[3] Limited industrial uses having more than twenty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.</p> <p>[4] Residential uses are required to be mixed on the same parcel as proposed office and retail uses. Nonresidential uses are limited to three thousand square feet per parcel. In neighborhood centers, nonresidential uses are only allowed on parcels with frontage on an arterial street. Nonresidential uses in the CC4 zone are not allowed within sixty feet of a single-family and two-family residential zone or further than three hundred feet (neighborhood center only) from a CC core comprehensive plan designation.</p> <p>[5] All mobile food vendors shall have a valid mobile food vending license issued pursuant to SMC 10.51.010.</p>			

Date Passed: Monday, June 23, 2014

Effective Date: Friday, August 8, 2014

ORD C35098 Section 4

[Title 17C](#) Land Use Standards

[Chapter 17C.122T](#) Center and Corridor Zone Development Tables

[Section 17C.122T.001](#) Table 17C.122.070-1 Center and Corridor Zone Allowed Uses

TABLE 17C.122.070-1 CENTER AND CORRIDOR ZONE ALLOWED USES			
Use is: P – Permitted N – Not Permitted L – Allowed, but special limitations CU – Conditional use review required	CC Zone Type		
	Core Zones		Transition Zone
	CC1	CC2	CC4
Residential*	P	P	P
Hotels, including Bed and Breakfast Inns	P	P	N
Commercial, Financial, Retail, Personal Services (for neighborhood centers (NC) – See Note 1 below)	P[1]	P[1]	L[4]
Eating and Drinking Establishments (for neighborhood centers (NC) – See Note 2 below)	P[2]	P[2]	N
Restaurants without Cocktail Lounges	P	P	L[4]
Professional and Medical Offices	P	P	L[4]
Entertainment, Museum and Cultural	P	P	N
Government, Public Service or Utility Structures, Social Services and Education	P	P	P
Religious Institutions	P	P	P
Parks and Open Space	P	P	P
<u>Surface Lot Commercial Parking</u>	<u>N</u>	<u>N</u>	<u>N</u>
Structured <u>Commercial</u> Parking*	P	P	P
Public Parking Lot	P	P	N
Limited Industrial (if entirely within a building) (for neighborhood centers (NC) – See Note 3 below)	P[3]	P[3]	N
Heavy Industrial	N	N	N
Drive-through Businesses on Pedestrian Streets	N	N	N

Motor Vehicles Sales, Rental, Repair or Washing	N	P	N
Automotive Parts and Tires (with exterior storage or display)	N	P	N
Gasoline Sales (serving more than six vehicles)	N	P	N
Gasoline Sale (serving six vehicles or less)	P	P	P
Self-storage or Warehouse	N	P	N
Adult Business (subject to chapter 17C.305 SMC special provisions)	N	N	N
Winery and Microbreweries	P	P	N
Mobile Food Vending	P[5]	P[5]	P[5]
<p>* Uses especially encouraged through greater FAR and bonuses.</p> <p>Notes:</p> <p>[1] Retail uses having more than forty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.</p> <p>[2] Eating and drinking establishments larger than five thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.</p> <p>[3] Limited industrial uses having more than twenty thousand gsf are not permitted in neighborhood centers designated by the comprehensive plan.</p> <p>[4] Residential uses are required to be mixed on the same parcel as proposed office and retail uses. Nonresidential uses are limited to three thousand square feet per parcel. In neighborhood centers, nonresidential uses are only allowed on parcels with frontage on an arterial street. Nonresidential uses in the CC4 zone are not allowed within sixty feet of a single-family and two-family residential zone or further than three hundred feet (neighborhood center only) from a CC core comprehensive plan designation.</p> <p>[5] All mobile food vendors shall have a valid mobile food vending license issued pursuant to SMC 10.51.010.</p>			

Date Passed: Monday, June 23, 2014

Effective Date: Friday, August 8, 2014

ORD C35098

NEW SECTION

[Title 17C Land Use Standards](#)

[Chapter 17C.190 Use Category Descriptions](#)

[Section 17C.190.255 Public Parking Lot](#)

A. Characteristics.

A parking facility that is not accessory to another use and is owned, operated, or maintained by the City or some other public agency.

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Title 17C Land Use Standards

Chapter 17C.190 Use Category Descriptions

Article V. Institutional Categories

Section 17C.190.450 Medical Centers

A. Characteristics.

Medical Centers includes uses providing medical or surgical care to patients and offering overnight care. Medical Centers tend to be on multiple blocks or in campus settings.

B. Accessory Uses.

Accessory uses include outpatient clinics, offices, laboratories, teaching facilities, meeting areas, cafeterias, parking, maintenance facilities and housing facilities for staff or trainees.

C. Examples.

Examples include hospitals and medical complexes that include hospitals.

D. Exceptions.

1. Uses that provide exclusive care and planned treatment or training for psychiatric, alcohol or drug problems, where patients are residents of the program, are classified in the Group Living category.
2. Medical clinics that provide care where patients are generally not kept overnight are classified as Office.
3. Emergency medical care clinics are classified as (~~Retail Sales and Service~~) Office.

Date Passed: Tuesday, May 31, 2005

Effective Date: Wednesday, July 6, 2005

ORD C33636 Section 3

Title 17C Land Use Standards
Chapter 17C.200 Landscaping and Screening
Section 17C.200.050 Street Tree Requirements

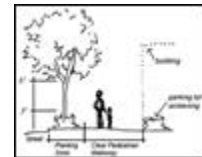
A. Purpose.

To provide consistent street frontage character within the street right-of-way. The street tree standards also maintain and add to Spokane's tree canopy and enhance the overall appearance of commercial and neighborhood development. Trees are an integral aspect of the Spokane landscape and add to the livability of Spokane. They provide aesthetic and economic value to property owners and the community at large.

B. Street Tree Implementation.

1. Street trees are required along all city streets in downtown, commercial, center and corridor, industrial, residential and FBC zones.

2. Street trees shall be planted between the curb and the walking path of the sidewalk.



3. Street trees, tree grates and other landscaping shall be maintained and irrigated by the adjacent property owner. If the adjacent property owner fails to maintain the adjacent street trees and other landscaping, the City may perform the required tree and other landscaping work at the abutting property owner's expense as referenced in [SMC 12.02.0210\(B\)\(2\)](#).
4. If a street has a uniform planting of street trees or a distinctive species within the right-of-way, then new street trees should be of a similar form, character and planting pattern.
5. For a full list of approved trees in the city of Spokane, see the urban forestry program's approved street tree list. Species selection should be guided by individual site conditions including hydrology, soil, solar orientation, and physical constraints.

C. Planting Zones.

1. Provide continuous planting strips or individual planting areas per Table 17C.200.050-1, Tree Planting Dimensional Standards.

TABLE 17C.200.050-1**Tree Planting Dimensional Standards [1]**

ZONE	CONTINUOUS PLANTING STRIP (minimum width as measured from back of curb)	INDIVIDUAL PLANTING AREA (width as measured from back of curb)
Downtown	Individual Planting Areas (tree vaults) required [1]	4 ft. minimum (6) 8 ft. maximum [2]
CC	5 ft.	4 ft. minimum 6 ft. maximum [2]
FBC	Individual Planting Areas (tree vaults) required [1]	5 ft [2]
Commercial	5 ft.	4 ft. minimum 6 ft. maximum [2]
Industrial	6 ft.	Continuous Planting Strip required [3]
RA, RSF, RTF	6 ft.	Continuous Planting Strip required [3]
RMF, RHD	6 ft.	Continuous Planting Strip required [3]
School/Church Loading Zone	Not Applicable	4 ft. minimum 6 ft. maximum [2, 4]

Notes:

[1] Individual Planting Areas (tree vaults) are the standard for the Downtown and FBC Zones. Proposals for Continuous Planting Strips may be evaluated on a case by case basis.

[2] Un-compacted soils are necessary for street trees. Individual planting areas (or tree vaults) must be of a size to accommodate a minimum of 100 cubic feet of un-compacted soils per tree at a maximum depth of three feet. Refer to the Engineering Design Standards for examples of potential options in individual planting areas.

[3] Continuous Planting Strips are the standard for Industrial and Residential Zones. However, individual planting areas meeting the CC standard may be proposed and evaluated on a case by case basis in Industrial, RMF and RHD Zones.

[4] In all zones, within a school/church loading zone, street tree location may vary from the standard as long as street trees are located within the right-of-way.

[5] In all zones, when a continuous planting strip will double as a stormwater swale, the minimum width shall be 6.5 feet.

2. Continuous Planting Strips.

2. Larger shade trees with spreading canopies or branches are desirable where possible. Species of street trees within the public rights-of-way shall be approved by the City urban forester and reviewed by the director of engineering services.
 3. If overhead power lines are present, street trees shall be limited to a mature height of twenty-five (25) feet to avoid conflict with utility lines and maintenance crews.
- E. Spacing Requirements for Street Tree Spacing.
The objective, when planting and maintaining street trees, is to create and maintain in a healthy condition a continuous tree canopy over the sidewalk.

1. Continuous planting strips.
Average spacing shall be twenty-five (25) feet for small and columnar trees and thirty (30) feet for canopy trees. The planning director may allow increased spacing for exceptionally large trees or upon the recommendation of the urban forester.
2. Individual planting areas.
Average spacing for all tree sizes and types shall be twenty-five (25) feet. Trees planted adjacent to parallel parking stalls with meters may be spaced twenty (20) feet apart.
3. Street tree plantings shall consider the location of existing utilities, lighting, driveways, business entrances and existing and proposed signs. See the Engineering Design Standards for required dimensions.

F. Clear View Zone.

Landscaped areas between the curb and sidewalk, as well as landscaped areas within the clear view triangle as defined in [SMC 17A.020.030](#) shall be maintained or plant material chosen to maintain a vertical clear view zone between three and eight feet from ground level.



Date Passed: Monday, November 30, 2020
Effective Date: Sunday, January 3, 2021
ORD C35984 Section 1

Section 17D.010.020 Concurrency ((Test)) Review

A. Application.

All development permit applications are subject to a concurrency test except those exempted in SMC 17D.010.030. If a concurrency test is conducted for the preliminary plat application, no concurrency test shall be required for the final plat application.

B. Procedures.

The concurrency ((test)) review will be performed in the processing of the development permit and conducted by the appropriate facility and service providers.

1. The planning and economic development services department shall provide the overall coordination of the concurrency test by notifying the facility and service providers of all applications (not including applications for building permits which shall be processed and coordinated by the building services department in a manner consistent with this chapter) requiring a concurrency test as set forth in subsection (A) of this section; notifying the facility and service providers of all exempted applications which use capacity as set forth in SMC 17G.060.090(C); notifying the applicant of the test results; notifying the facility and service providers of the final outcome (approval or denial) of the development permit; and notifying the facility and service providers of any expired development permits or discontinued certificates of capacity. Failure by the notified facility and service provider to respond shall be construed as a finding that concurrency is met.

2. All facility and service providers shall be responsible for maintaining and monitoring their available and planned capacity.

3. On an annual basis, the Integrated Capital Management Department should coordinate with facility and service providers to identify projects that may be needed in order to accommodate future development and should incorporate such projects in the annual update of the City's Capital Improvement Program.

~~((3. The facility and service providers shall be responsible for annually reporting to the planning and economic development services department the total available and planned capacity of their facility or service as of the end of each calendar year. Such reporting shall be made no later than July 1st for inclusion in the amendment process of the City of Spokane comprehensive plan.))~~

C. ((Test)) Review.

Development applications that would result in a reduction of a level of service below the minimum level of service standard cannot be approved. For public water, public wastewater (sewer and stormwater), solid waste disposal, and recycling, only available capacity will be used in the concurrency ~~((test))~~ review. For transportation, police protection, fire protection, schools, parks and recreation and libraries available and planned capacity will be used in conducting the concurrency ~~((test))~~ review.

1. If the capacity of concurrency facilities, either existing or as planned, is equal to or greater than the capacity required by the development permit to, the concurrency ~~((test))~~ review is ~~((passed))~~ satisfied. ~~((A certificate of capacity will be issued according to the provisions of SMC 17D.010.030.))~~
2. If the concurrency test is not passed, the applicant may accept a ninety-day reservation of concurrency facilities that exist and:
 - a. modify the application to reduce the need for concurrency facilities that do not exist;
 - b. demonstrate to the service provider's satisfaction that the development will have a lower need for capacity than usual and, therefore, capacity is adequate;
 - c. arrange with the service provider for the provision of the additional capacity of concurrency facilities required; or
 - d. appeal the results of the concurrency ~~((test))~~ review to the hearing examiner in accordance with the provisions of SMC 17D.010.050. The ninety-day reservation period is tolled from the date an appeal is filed until the date the hearing examiner signs his written opinion.

D. Concurrency Inquiry ~~((Application))~~.

An inquiry may be made as to ~~((applicant may inquire))~~ whether or not capacity exists within concurrency facilities ~~((exist))~~ without an accompanying request for a development permit.

1. Fee.

As set forth in SMC 8.02.0696, a fee may be charged for such concurrency ~~((test))~~ review. Any available capacity cannot be reserved. ~~((A certificate of capacity will only be issued in conjunction with a development permit approval as outlined in SMC 17D.010.030.))~~

2. Capacity Letter.

Upon request, the Director of Engineering may issue a letter indicating whether capacity is available. Unless reserved through some other process or through a Development Agreement, such letter shall not be legally binding.

the applicant has accepted ((T)) the ninety-day reservation period.
~~((is tolled from the date an appeal is filed until the date the hearing examiner signs his written opinion.))~~

~~((D.))~~ C. Concurrency Inquiry ((Application)).

An inquiry may be made as to ((applicant may inquire)) whether or not capacity exists within concurrency facilities ((exist)) without an accompanying request for a development permit. ~~((As set forth in [SMC 8.02.0696](#), a fee may be charged for such concurrency test. Any available capacity cannot be reserved. A certificate of capacity will only be issued in conjunction with a development permit approval as outlined in [SMC 17D.010.030](#).)~~

1. Fee.

As set forth in [SMC 8.02.0696](#), a fee may be charged for such concurrency ~~((test))~~ review. Any available capacity cannot be reserved.

2. Capacity Letter.

Upon request, the Director of Engineering may issue a letter indicating whether capacity is available. Unless reserved through some other process or through a Development Agreement, such letter shall not be legally binding.

Date Passed: Monday, November 26, 2007

Effective Date: Wednesday, January 2, 2008

ORD C34135 Section 8

Section 17D.010.030 ~~((Certificate of))~~ Reservation of Capacity

A. ~~((Issuance))~~ Reservation.

~~((A certificate of e))~~ Capacity shall be reserved for a specific development ~~((issued))~~ at the same time the development permit is issued and upon payment of any fee and/or performance of any condition required by a service provider.

1. ~~((A certificate of e))~~ Capacity shall be reserved ~~((apply))~~ only for ~~((to))~~ the specific land uses, densities, intensities and development project described in the application and development permit.
2. ~~((A certificate of e))~~ Capacity reserved for a specific development is not transferable to other land but may be transferred to new owners of the original land.

B. ~~((Life Span of Certificate))~~ Expiration.

~~((A certificate of e))~~ Capacity reserved for a specific development shall expire if the accompanying development permit expires or is revoked. ~~((A certificate of capacity may be extended according to the same terms and conditions as the accompanying development permit.))~~ If the development permit is granted an extension, the accompanying capacity shall continue to be reserved for the life of the permit ~~((so shall the certificate of capacity)).~~

C. Unused Capacity.

Any capacity that is not used because the ~~((developer decides not to develop or the))~~ accompanying development permit~~((s))~~ expires shall be returned to the pool of available capacity.

D. No Impact.

Development permits for development which creates no additional impacts on any concurrency facility are exempt from the requirements of this chapter. Such development includes, but is not limited to:

1. any addition to a residence or accessory structure with no change in use or increase in the number of dwelling units;
2. interior renovations with no change in use or increase in number of dwelling units;
3. interior completion of a structure for use(s) with the same or less intensity as the existing use or a previously approved use;
4. replacement structure with no change in use or increase in number of dwelling units;
5. temporary construction trailers;
6. driveway, resurfacing or parking lot paving;

7. re-roofing of structures;
8. demolitions.

E. Exempt Permits.

The following development permits are exempt from the requirements of this chapter:

1. Boundary line adjustment;
2. Final plats;
3. Temporary use permit;
4. Variance;
5. Waiver;
6. Shoreline substantial development permit/variance.

F. Application Filed Before Effective Date of Certificate of Capacity Ordinance.

Complete development permit applications that have been submitted before the effective date of the Certificate of Capacity ordinance (March 30, 2005) are exempt from the requirements of this chapter.

G. Pre-existing Use Rights.

Development permits that were issued before March 30, 2005 shall be considered to have capacity as long as the accompanying development permit is valid. If the accompanying development permit does not expire, capacity shall be considered to exist for three years after March 30, 2005.

H. Single-family Homes and Duplexes.

Building permits for a single-family home and/or a duplex are exempt from the requirements of this chapter.

I. Interior Renovations.

Interior renovations that only add one additional dwelling unit are exempt from the requirements of this chapter.

J. Accessory Dwelling Units.

All accessory dwelling units, as defined in chapter 17C.300 SMC, are exempt from the requirements of this chapter.

K. Accounting for Capacity.

The capacity for development permits exempted under subsections (C), (D), (E), (F) and (G) of this section shall be taken into account.

[Title 17D](#) City-wide Standards

[Chapter 17D.075](#) Transportation Impact Fees

[Section 17D.075.180](#) Appendix A – Impact Fee Schedule

[Appendix A – Impact Fee Schedule](#)

Date Passed: Monday, March 13, 2023

Effective Date: Monday, March 13, 2023

ORD C36368 Section 3

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APPENDIX A

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2024 Downtown District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$230.76
Single Family Attached (duplex, townhouse)	215	dwelling	\$139.93
Multi-Family 1-2 level	220	dwelling	\$125.20
Multi-Family 3-10 level	221	dwelling	\$95.74
ADU	-	dwelling	\$95.74
Multi Family Low-Income (1-2 level)	223	dwelling	\$112.92
Assisted Living	254	bed	\$46.83
Continuing Care Retirement Comm	255	dwelling	\$37.07
Nursing Home	620	bed	\$27.32
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$164.64
Hotel/Motel	320	room	\$131.16
Movie Theater	444	sq ft/GFA	\$0.47
Health Club	492	sq ft/GFA	\$0.57
Day Care	565	sq ft/GFA	\$1.17
Bank	912	sq ft/GFA	\$1.27
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$0.13
Middle School	522	sq ft/GFA	\$0.09
High School	530	sq ft/GFA	\$0.11
University/College	550	ASF	\$0.14
Religious Institute	560	sq ft/GFA	\$0.12
Library	590	sq ft/GFA	\$0.77
Hospital	610	sq ft/GFA	\$0.26
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$1.07
General Office	710	sq ft/GFA	\$0.37
Medical Office / Clinic	720	sq ft/GFA	\$0.81
Office Park	750	sq ft/GFA	\$0.36

BASE RATE PER PM TRIP		\$210	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$0.38
Specialty Retail Center	826	sq ft/GLA	\$0.22
Hardware/Paint Store	816	sq ft/GFA	\$0.39
Nursery/Garden Center	817	sq ft/GFA	\$0.71
Shopping Center	820	sq ft/GLA	\$0.33
Car Sales - New/Used	841	sq ft/GFA	\$0.48
Tire Store	848	Service bay	\$427.83
Supermarket	850	sq ft/GFA	\$0.84
Convenience Market	851	sq ft/GFA	\$1.89
Pharmacy	881	sq ft/GFA	\$0.59
Furniture Store	890	sq ft/GFA	\$0.03
Quick Lubrication Vehicle Shop	941	Service Bay	\$696.93
Auto Parts & Service Center	943	sq ft/GFA	\$0.52
Service Station/Minimart/Carwash	853	VFP	\$720.22
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$0.31
Heavy Industrial	120	sq ft/GFA	\$0.21
Industrial Park	132	sq ft/GFA	\$0.27
Manufacturing	140	sq ft/GFA	\$0.23
Warehousing	150	sq ft/GFA	\$0.10
Mini-Storage	151	sq ft/GFA	\$0.05
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$0.96
Quality Restaurant	931	sq ft/GFA	\$0.92
High Turnover Restaurant	932	sq ft/GFA	\$0.93
Fast Casual	-	sq ft/GFA	\$1.55
Fast Food Restaurant	934	sq ft/GFA	\$2.29
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$0.90

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
 Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



2024 Northwest District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$846.85
Single Family Attached (duplex, townhouse)	215	dwelling	\$513.51
Multi-Family 1-2 level	220	dwelling	\$459.46
Multi-Family 3-10 level	221	dwelling	\$351.35
ADU	-	dwelling	\$351.35
Multi Family Low-Income (1-2 level)	223	dwelling	\$414.41
Assisted Living	254	bed	\$171.86
Continuing Care Retirement Comm	255	dwelling	\$136.06
Nursing Home	620	bed	\$100.25
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$604.22
Hotel/Motel	320	room	\$481.33
Movie Theater	444	sq ft/GFA	\$1.74
Health Club	492	sq ft/GFA	\$2.10
Day Care	565	sq ft/GFA	\$4.28
Bank	912	sq ft/GFA	\$4.68
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$0.47
Middle School	522	sq ft/GFA	\$0.33
High School	530	sq ft/GFA	\$0.39
University/College	550	ASF	\$0.51
Religious Institute	560	sq ft/GFA	\$0.42
Library	590	sq ft/GFA	\$2.82
Hospital	610	sq ft/GFA	\$0.96
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$3.93
General Office	710	sq ft/GFA	\$1.34
Medical Office / Clinic	720	sq ft/GFA	\$2.97
Office Park	750	sq ft/GFA	\$1.33

BASE RATE PER PM TRIP		\$770	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$1.41
Specialty Retail Center	826	sq ft/GLA	\$0.80
Hardware/Paint Store	816	sq ft/GFA	\$1.43
Nursery/Garden Center	817	sq ft/GFA	\$2.62
Shopping Center	820	sq ft/GLA	\$1.20
Car Sales - New/Used	841	sq ft/GFA	\$1.78
Tire Store	848	Service bay	\$1,570.06
Supermarket	850	sq ft/GFA	\$3.07
Convenience Market	851	sq ft/GFA	\$6.94
Pharmacy	881	sq ft/GFA	\$2.17
Furniture Store	890	sq ft/GFA	\$0.12
Quick Lubrication Vehicle Shop	941	Service Bay	\$2,557.63
Auto Parts & Service Center	943	sq ft/GFA	\$1.92
Service Station/Minimart/Carwash	853	VFP	\$2,643.10
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$1.12
Heavy Industrial	120	sq ft/GFA	\$0.79
Industrial Park	132	sq ft/GFA	\$0.98
Manufacturing	140	sq ft/GFA	\$0.84
Warehousing	150	sq ft/GFA	\$0.37
Mini-Storage	151	sq ft/GFA	\$0.19
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$3.51
Quality Restaurant	931	sq ft/GFA	\$3.37
High Turnover Restaurant	932	sq ft/GFA	\$3.41
Fast Casual	-	sq ft/GFA	\$5.68
Fast Food Restaurant	934	sq ft/GFA	\$8.42
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$3.30

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
 Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



2024 South District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$2,866.08
Single Family Attached (duplex, townhouse)	215	dwelling	\$1,737.94
Multi-Family 1-2 level	220	dwelling	\$1,555.00
Multi-Family 3-10 level	221	dwelling	\$1,189.12
ADU	-	dwelling	\$1,189.12
Multi Family Low-Income (1-2 level)	223	dwelling	\$1,402.55
Assisted Living	254	bed	\$581.66
Continuing Care Retirement Comm	255	dwelling	\$460.48
Nursing Home	620	bed	\$339.30
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$2,044.93
Hotel/Motel	320	room	\$1,629.01
Movie Theater	444	sq ft/GFA	\$5.90
Health Club	492	sq ft/GFA	\$7.11
Day Care	565	sq ft/GFA	\$14.47
Bank	912	sq ft/GFA	\$15.83
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$1.59
Middle School	522	sq ft/GFA	\$1.10
High School	530	sq ft/GFA	\$1.31
University/College	550	ASF	\$1.74
Religious Institute	560	sq ft/GFA	\$1.43
Library	590	sq ft/GFA	\$9.56
Hospital	610	sq ft/GFA	\$3.24
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$13.28
General Office	710	sq ft/GFA	\$4.54
Medical Office / Clinic	720	sq ft/GFA	\$10.05
Office Park	750	sq ft/GFA	\$4.51

BASE RATE PER PM TRIP		\$2,606	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$4.76
Specialty Retail Center	826	sq ft/GLA	\$2.72
Hardware/Paint Store	816	sq ft/GFA	\$4.86
Nursery/Garden Center	817	sq ft/GFA	\$8.86
Shopping Center	820	sq ft/GLA	\$4.06
Car Sales - New/Used	841	sq ft/GFA	\$6.01
Tire Store	848	Service bay	\$5,313.74
Supermarket	850	sq ft/GFA	\$10.38
Convenience Market	851	sq ft/GFA	\$23.49
Pharmacy	881	sq ft/GFA	\$7.36
Furniture Store	890	sq ft/GFA	\$0.40
Quick Lubrication Vehicle Shop	941	Service Bay	\$8,656.09
Auto Parts & Service Center	943	sq ft/GFA	\$6.51
Service Station/Minimart/Carwash	853	VFP	\$8,945.36
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$3.79
Heavy Industrial	120	sq ft/GFA	\$2.66
Industrial Park	132	sq ft/GFA	\$3.32
Manufacturing	140	sq ft/GFA	\$2.85
Warehousing	150	sq ft/GFA	\$1.25
Mini-Storage	151	sq ft/GFA	\$0.64
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$11.88
Quality Restaurant	931	sq ft/GFA	\$11.42
High Turnover Restaurant	932	sq ft/GFA	\$11.55
Fast Casual	-	sq ft/GFA	\$19.22
Fast Food Restaurant	934	sq ft/GFA	\$28.50
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$11.15

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
 Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

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Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



2024 Northeast District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$707.17
Single Family Attached (duplex, townhouse)	215	dwelling	\$428.82
Multi-Family 1-2 level	220	dwelling	\$383.68
Multi-Family 3-10 level	221	dwelling	\$293.40
ADU	-	dwelling	\$293.40
Multi Family Low-Income (1-2 level)	223	dwelling	\$346.06
Assisted Living	254	bed	\$143.52
Continuing Care Retirement Comm	255	dwelling	\$113.62
Nursing Home	620	bed	\$83.72
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$504.56
Hotel/Motel	320	room	\$401.94
Movie Theater	444	sq ft/GFA	\$1.46
Health Club	492	sq ft/GFA	\$1.75
Day Care	565	sq ft/GFA	\$3.57
Bank	912	sq ft/GFA	\$3.91
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$0.39
Middle School	522	sq ft/GFA	\$0.27
High School	530	sq ft/GFA	\$0.32
University/College	550	ASF	\$0.43
Religious Institute	560	sq ft/GFA	\$0.35
Library	590	sq ft/GFA	\$2.36
Hospital	610	sq ft/GFA	\$0.80
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$3.28
General Office	710	sq ft/GFA	\$1.12
Medical Office / Clinic	720	sq ft/GFA	\$2.48
Office Park	750	sq ft/GFA	\$1.11

BASE RATE PER PM TRIP		\$643	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$1.17
Specialty Retail Center	826	sq ft/GLA	\$0.67
Hardware/Paint Store	816	sq ft/GFA	\$1.20
Nursery/Garden Center	817	sq ft/GFA	\$2.19
Shopping Center	820	sq ft/GLA	\$1.00
Car Sales - New/Used	841	sq ft/GFA	\$1.48
Tire Store	848	Service bay	\$1,311.10
Supermarket	850	sq ft/GFA	\$2.56
Convenience Market	851	sq ft/GFA	\$5.80
Pharmacy	881	sq ft/GFA	\$1.82
Furniture Store	890	sq ft/GFA	\$0.10
Quick Lubrication Vehicle Shop	941	Service Bay	\$2,135.79
Auto Parts & Service Center	943	sq ft/GFA	\$1.61
Service Station/Minimart/Carwash	853	VFP	\$2,207.16
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$0.94
Heavy Industrial	120	sq ft/GFA	\$0.66
Industrial Park	132	sq ft/GFA	\$0.82
Manufacturing	140	sq ft/GFA	\$0.70
Warehousing	150	sq ft/GFA	\$0.31
Mini-Storage	151	sq ft/GFA	\$0.16
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$2.93
Quality Restaurant	931	sq ft/GFA	\$2.82
High Turnover Restaurant	932	sq ft/GFA	\$2.85
Fast Casual	-	sq ft/GFA	\$4.74
Fast Food Restaurant	934	sq ft/GFA	\$7.03
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$2.75

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
 Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

Single Family Attached (duplex, townhouse) = dwelling units with a common wall between units. Units separated by a ceiling are multi-family.

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

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Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



2024 West Plains District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$4,124.25
Single Family Attached (duplex, townhouse)	215	dwelling	\$2,500.88
Multi-Family 1-2 level	220	dwelling	\$2,237.63
Multi-Family 3-10 level	221	dwelling	\$1,711.13
ADU	-	dwelling	\$1,711.13
Multi Family Low-Income (1-2 level)	223	dwelling	\$2,018.25
Assisted Living	254	bed	\$837.00
Continuing Care Retirement Comm	255	dwelling	\$662.63
Nursing Home	620	bed	\$488.25
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$2,942.63
Hotel/Motel	320	room	\$2,344.13
Movie Theater	444	sq ft/GFA	\$8.49
Health Club	492	sq ft/GFA	\$10.23
Day Care	565	sq ft/GFA	\$20.82
Bank	912	sq ft/GFA	\$22.78
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$2.29
Middle School	522	sq ft/GFA	\$1.58
High School	530	sq ft/GFA	\$1.89
University/College	550	ASF	\$2.50
Religious Institute	560	sq ft/GFA	\$2.06
Library	590	sq ft/GFA	\$13.76
Hospital	610	sq ft/GFA	\$4.66
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$19.12
General Office	710	sq ft/GFA	\$6.54
Medical Office / Clinic	720	sq ft/GFA	\$14.46
Office Park	750	sq ft/GFA	\$6.49

BASE RATE PER PM TRIP		\$3,750	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$6.85
Specialty Retail Center	826	sq ft/GLA	\$3.91
Hardware/Paint Store	816	sq ft/GFA	\$6.99
Nursery/Garden Center	817	sq ft/GFA	\$12.75
Shopping Center	820	sq ft/GLA	\$5.84
Car Sales - New/Used	841	sq ft/GFA	\$8.65
Tire Store	848	Service bay	\$7,646.40
Supermarket	850	sq ft/GFA	\$14.93
Convenience Market	851	sq ft/GFA	\$33.80
Pharmacy	881	sq ft/GFA	\$10.59
Furniture Store	890	sq ft/GFA	\$0.58
Quick Lubrication Vehicle Shop	941	Service Bay	\$12,456.00
Auto Parts & Service Center	943	sq ft/GFA	\$9.37
Service Station/Minimart/Carwash	853	VFP	\$12,872.25
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$5.46
Heavy Industrial	120	sq ft/GFA	\$3.83
Industrial Park	132	sq ft/GFA	\$4.78
Manufacturing	140	sq ft/GFA	\$4.11
Warehousing	150	sq ft/GFA	\$1.80
Mini-Storage	151	sq ft/GFA	\$0.93
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$17.10
Quality Restaurant	931	sq ft/GFA	\$16.43
High Turnover Restaurant	932	sq ft/GFA	\$16.62
Fast Casual	-	sq ft/GFA	\$27.66
Fast Food Restaurant	934	sq ft/GFA	\$41.02
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$16.05

Notes:

Residential uses based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition
 Other uses based on the ITE Trip Generation Manual, 9th Edition

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

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Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).



2024 Latah District Transportation Impact Fee Schedule

Effective with Q1 2024 Code Update

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family Detached	210	dwelling	\$7,293.87
Single Family Attached (duplex, townhouse)	215	dwelling	\$4,422.88
Multi-Family 1-2 level	220	dwelling	\$3,957.31
Multi-Family 3-10 level	221	dwelling	\$3,026.18
ADU	-	dwelling	\$3,026.18
Multi Family Low-Income (1-2 level)	223	dwelling	\$3,569.34
Assisted Living	254	bed	\$1,480.26
Continuing Care Retirement Comm	255	dwelling	\$1,171.87
Nursing Home	620	bed	\$863.49
Commercial - Services			
Hotel (3 Levels or More)	310	room	\$5,204.13
Hotel/Motel	320	room	\$4,145.66
Movie Theater	444	sq ft/GFA	\$15.01
Health Club	492	sq ft/GFA	\$18.08
Day Care	565	sq ft/GFA	\$36.83
Bank	912	sq ft/GFA	\$40.29
Commercial - Institutional			
Elementary School	520	sq ft/GFA	\$4.04
Middle School	522	sq ft/GFA	\$2.80
High School	530	sq ft/GFA	\$3.34
University/College	550	ASF	\$4.43
Religious Institute	560	sq ft/GFA	\$3.65
Library	590	sq ft/GFA	\$24.33
Hospital	610	sq ft/GFA	\$8.24
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	\$33.81
General Office	710	sq ft/GFA	\$11.56
Medical Office / Clinic	720	sq ft/GFA	\$25.57
Office Park	750	sq ft/GFA	\$11.48

BASE RATE PER PM TRIP		\$6,632	
Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	\$12.12
Specialty Retail Center	826	sq ft/GLA	\$6.92
Hardware/Paint Store	816	sq ft/GFA	\$12.36
Nursery/Garden Center	817	sq ft/GFA	\$22.55
Shopping Center	820	sq ft/GLA	\$10.33
Car Sales - New/Used	841	sq ft/GFA	\$15.29
Tire Store	848	Service bay	\$13,522.91
Supermarket	850	sq ft/GFA	\$26.41
Convenience Market	851	sq ft/GFA	\$59.78
Pharmacy	881	sq ft/GFA	\$18.73
Furniture Store	890	sq ft/GFA	\$1.02
Quick Lubrication Vehicle Shop	941	Service Bay	\$22,028.85
Auto Parts & Service Center	943	sq ft/GFA	\$16.56
Service Station/Minimart/Carwash	853	VFP	\$22,765.00
Industrial			
Light Industry/High Technology	110	sq ft/GFA	\$9.65
Heavy Industrial	120	sq ft/GFA	\$6.76
Industrial Park	132	sq ft/GFA	\$8.46
Manufacturing	140	sq ft/GFA	\$7.26
Warehousing	150	sq ft/GFA	\$3.18
Mini-Storage	151	sq ft/GFA	\$1.64
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	\$30.23
Quality Restaurant	931	sq ft/GFA	\$29.06
High Turnover Restaurant	932	sq ft/GFA	\$29.40
Fast Casual	-	sq ft/GFA	\$48.92
Fast Food Restaurant	934	sq ft/GFA	\$72.54
Coffee Shop with Drive-Thru	937	sq ft/GFA	\$28.38

Notes:

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Title 17G Administration and Procedures
Chapter 17G.020 Comprehensive Plan Amendment Procedure
Section 17G.020.040 Amendment Frequency

The comprehensive plan shall be subject to continuing review and evaluation by the City. Amendment to the comprehensive plan should not be considered more frequently than once a year, except as described in [RCW 36.70A.130](#) or in the following cases:

- A. Initial adoption of a specific/subarea plan that does not modify the comprehensive plan policies and designations applicable to the subarea ([RCW 36.70A.130\(2\)\(a\)\(i\)](#)). However, as anticipated by the comprehensive plan, redesignations are exempt that comply with and implement the comprehensive plan policies regarding designations created as a part of initial neighborhood and centers planning efforts through the neighborhood planning program.
- B. Adoption or amendment of the shoreline master program.
- C. Amendment of the capital facilities program portion of the comprehensive plan that occurs concurrently with the adoption or amendment of a City budget.
- D. Whenever an emergency exists. The plan commission will review a potential emergency situation, with advice from the city attorney's office, to determine if the situation does, in fact, necessitate an emergency comprehensive plan amendment. Findings must demonstrate a need of neighborhood or community-wide significance, and not a personal emergency on the part of a particular applicant or property owner. Potential emergency situations may involve official, legal or administrative actions, such as those to immediately avoid an imminent danger to public health and safety, prevent imminent danger to public or private property, prevent an imminent threat of serious environmental degradation or address the absence of adequate and available public facilities or services.
- E. Changes necessary to resolve an appeal of a comprehensive plan filed with a growth management hearings board or with the court.
- F. Changes necessary to address any recent state or federal legislative actions, or changes to state or federal regulations, such as changes to the Growth Management Act, or new environmental regulations.
- ~~((G. Changes to development regulations that are consistent with the comprehensive plan or are necessary to implement the comprehensive plan.))~~
- ~~((H.))~~ G. Technical corrections that would remove typographical errors or resolve a mapping error.
- ~~((H.))~~ H. Amendment to the Land Use Plan Map to accommodate an annexation into the city.

Date Passed: Monday, August 21, 2017
Effective Date: Saturday, October 7, 2017
ORD C35536 Section 6

DRAFT

[Title 17G Administration and Procedures](#)

[Chapter 17G.061 Land Use Application Procedures](#)

[Section 17G.061.010 Summary of Land Use Application Procedures](#)

Table 17G.061.010-1 summarizes the applications subject to this chapter. For any application type that is referenced in the land use codes, but not represented in Table 17G.061.010-1, the process shall be as identified in the application most closely associated with the application process definitions in [SMC 17G.061.100](#).

TABLE 17G.061.010-1 SUMMARY OF APPLICATION TYPES AND REQUIREMENTS								
	Application Type	Notice of Community Meeting	Notice of Application	Notice of Hearing	Notice Content	Review Official	City Council Review	Expiration of Permit
BUILDING AND CODE ENFORCEMENT								
Building Permit without SEPA	((Type I)) Excluded	-	-	-	-	Building Official	-	180 days
Building Permit with SEPA (Commercial/Industrial/Other)	Type I	-	Sign Posted Legal	-	-	Building Official	-	180 days
Demolition Permit without SEPA	Type I	-	- [2]	- [1]	-	Building Official	-	180 days
Demolition Permit with SEPA [2]	Type I	-	Sign Posted Legal	- [1]	-	Building Official	-	180 days

			Newspaper					
Fence Permit	Excluded	-	-	-	-	Building Official	-	180 days
Grading Permit without SEPA	Type I	-	Sign Posted Legal	-	-	Building Official	-	180 days
Grading Permit with SEPA	Type I	-	-	-	-	Building Official	-	180 days
Manufactured Home Permit	Excluded	-	-	-	-	Building Official	-	180 days
Sign Permit	Excluded	-	-	-	-	Building Official	-	180 days
Residential Building Permit	Excluded	-	-	-	-	Building Official	-	180 days
Remodel Permit	Excluded	-	-	-	-	Building Official	-	180 days
ENGINEERING SERVICES								
Address Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Approach Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Design Deviation – Street Design	Excluded	-	-	-	-	Engineering Director	-	180 days

Encroachment Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
LID Formation	Excluded	-	-	-	-	Engineering Director	-	180 days
Obstruction Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Road Closure	Excluded	-	-	-	-	Engineering Director	-	180 days
Sidewalk Permit	Excluded	-	-	-	-	Engineering Director	-	180 days
Stormwater Design Acceptance	Excluded	-	-	-	-	Engineering Director	-	180 days
Street Vacation	Excluded	-	-	-	-	Engineering Director	-	180 days
PLANNING AND ECONOMIC DEVELOPMENT SERVICES								
Accessory Dwelling Unit (ADU)	Excluded	-	-	-	-	Planning Director	-	180 days
Administrative Exemptions	Excluded	-	-	-	-	Planning Director	-	180 days
Administrative Interpretations/Determinations	Excluded	-	-	-	-	Planning Director	-	180 days
Binding Site Plan (BSP) – Preliminary	Type II	-	Individual Sign Posted	-	Project name Proposed use	Planning Director	-	5 years

					Acreage # of lots			
Binding Site Plan (BSP) – Final	Excluded	-	-	-	-	Planning Director	-	N/A
Boundary Line Adjustment (BLA)	Excluded	-	-	-	-	Planning Director	-	N/A
Certificate of Compliance (CC) – Hearing Examiner	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	N/A
Certificate of Compliance (CC) – Planning Director	Type II	-	Individual Sign Posted	-	Project name Proposed use	Planning Director	-	N/A
Conditional Use Permit (CUP) – Hearing Examiner	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	3 years
Conditional Use Permit (CUP) – Planning Director [3]	Type II	-	Individual Sign Posted	-	Project name Proposed use	Planning Director	-	3 years
Floodplain Development with SEPA	Type I	Individual Sign Posted	Individual Sign Posted	-	Proposed use	Planning Director	-	180 days

Floodplain Variance	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	3 years
Home Occupation	Excluded	-	-	-	-	Planning Director	-	N/A
Long Plat – Preliminary	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted Newspaper	Project name Proposed use Acreage # of lots	Hearing Examiner	-	5 years
Long Plat – Final	Excluded	-	-	-	-	Planning Director	-	N/A
Planned Unit Development (PUD) – Preliminary	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use Acreage # of lots	Hearing Examiner	-	5 years [5]
Planned Unit Development (PUD) – Final	Excluded	-	-	-	-	Planning Director	Yes	N/A
Shoreline Exemption/Determination/Interpretation	Excluded	-	-	-	-	Planning Director	-	Must comply with WAC 173-27-90

Shoreline Substantial Development Permit (SDP)	Type II	Individual Sign Posted	-	-	Project name Proposed use	Planning Director	-	Must comply with WAC 173-27-90
Shoreline Variance	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	Must comply with WAC 173-27-90
Shoreline Conditional Use Permit (CUP)	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use	Hearing Examiner	-	Must comply with WAC 173-27-90
Short Plat – Preliminary with Standard Review and SEPA	Type II	-	Individual Sign Posted	-	Project name Proposed use Acreage # of lots	Planning Director	-	5 years
Short Plat – Preliminary with Standard Review and No SEPA	Type II	-	Individual Sign [4] Posted [4]	-	Project name Proposed use Acreage # of lots	Planning Director	-	5 years
Short Plat – Preliminary with Minor Review	Type II	-	-	-	-	Planning Director	-	5 years

Short Plat – Final	Excluded	-	-	-	-	Planning Director	-	N/A
Skywalk	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	-	Hearing Examiner	Yes	Up to 25 year agreement
Variance	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use Proposed standard	Hearing Examiner	-	3 years
Rezone	Type III	Individual Sign Posted	Individual Sign Posted	Individual Sign Posted	Project name Proposed use Proposed zone	Hearing Examiner	-	3 years

Footnotes

[1] Public Hearing is required if the structure is on the National Historic Register.

[2] Applications for demolition permits for the demolition of an entire building or structure shall, in addition to any applicable requirements under chapter 43.21C RCW, be subject to a ten-day review and comment period. This review and comment period shall run concurrently with any other applicable notice and comment period. Following receipt of such applications, copies shall be forwarded to the individual(s) designated pursuant to SMC 4.27.010(D) to receive written notice on behalf of the neighborhood council in which the building or structure is located, at the address for such neighborhood council designee(s) that is on file with the department. Any comments submitted to the department by the neighborhood council during this review and comment period shall be provided to the applicant prior to issuing the demolition permit.

[3] Conditional Use Permits required under SMC 17C.111.110, Limited Use Standards for Religious Institutions and Schools, will complete posted/individual notification requirements for a Community Meeting.

[4] Sign and posted notice not required for 2-4 lots per SMC 17G.080.040(D)

[5] If a PUD is approved together with a preliminary plat, the expiration date for the PUD shall be the same as the expiration date of the preliminary plat.

Date Passed: Monday, November 20, 2023

Effective Date: Monday, January 1, 2024

ORD C36459 Section 35

[Title 17G Administration and Procedures](#)

[Chapter 17G.061 Land Use Application Procedures](#)

[Section 17G.061.320 Notice of Decision](#)

- A. Decisions on Type I, II, and III project permit applications are made by the hearing examiner or director within ten days of the date the record is closed. The time for decision may be extended if the applicant agrees in writing. Subject to chapter 36.70B RCW, the time for decision may also be extended to allow time for additional public comment if the hearing examiner or director determines that notice was not properly mailed or posted; provided, a person is deemed to have received notice if that person appears at the hearing or submits timely written comments, even if notice was not properly mailed or posted. In making the decision, the hearing examiner or director may approve, approve with conditions, or deny the permit application. The decision is made in writing.
- B. Within seven days of making the decision, the hearing examiner or director causes notice of decision to be provided as follows:
 1. Written notice of decision is provided by the decision-maker concurrent to the decision.
 2. Notice of a decision denying a permit application is given to the applicant. A full copy of the decision and any conditions of approval accompanies the notice of the decision to the applicant.
 3. Notice of all other decisions is given to the applicant, all parties of record, and all persons who have requested to be given notice.
 4. Notice of decision for Type I permit applications shall be the permit. For Type II and III permit applications the decision includes the following information:
 - a. Location of the property.
 - b. Description of the proposed action.
 - c. Name, address, and office telephone number of the City official from whom additional information may be obtained.
 - d. Applicant name and number.
 - e. The decision made, including the environmental threshold determination.
 - f. A list of persons who testified in person or in writing, or a summary of such a list.
 - g. A list of exhibits or a summary of such a list.
 - h. A statement of the decision criteria governing the application.
 - i. A statement of the comprehensive plan policies governing the application.

- j. Findings of fact and conclusions relating the proposal to the decision criteria governing the application and which form the basis for the decision.
 - k. A statement that a full copy of the decision may be obtained from the designated official for the cost of reproduction.
 - l. The last date the decision may be appealed.
 - m. The place the appeal must be filed.
 - n. A statement of the fee to be charged for an appeal and the approximate cost to prepare any required transcripts.
 - o. A statement that the decision will be final unless appealed; and
 - p. The signature of the person making the decision.
- C. If the decision on a Type II or III project permit includes conditions of approval, a covenant must be recorded in the Spokane County auditor's office (~~(identifying)~~) which identifies the restrictions to use and to (~~(development of)~~) the property (~~(exist)~~). The covenant must be filed within the approval time limits of the permit or the approval becomes void. For rezones, the hearing examiner does not forward the rezone to the city council until the covenant has been filed.
- D. The decision for a shoreline substantial development permit, shoreline conditional use permit, or shoreline variance must contain a statement that construction pursuant to the permit shall not begin and is not authorized until twenty-one days from the "date of filing" by department of ecology as defined in RCW 90.58.140(6) and WAC 173-27-130, or until all review proceedings initiated within twenty-one days from the date of such filing have been terminated; except as provided in RCW 90.58.149(5)(a) and (b).
- E. Notice of decision for a shoreline substantial development permit, shoreline conditional use permit, or shoreline variance shall be submitted to the department of ecology along with a permit data sheet (Appendix A, WAC Chapter 173-27). For a shoreline conditional use permit or a shoreline variance, there is a thirty-day review by department of ecology. After this period, the department of ecology shall render and transmit to the City of Spokane and the applicant a final decision approving, approving with conditions, or disapproving the permit. The Planning Director shall provide notification within seven days of the department of ecology's final decision to those interested persons having requested notification.

Date Passed: Monday, November 20, 2023

Effective Date: Monday, January 1, 2024

ORD C36459 Section 35

Date Passed: Monday, September 24, 2012

Effective Date: Friday, November 2, 2012

ORD C34914 Section 2

Section 17G.070.030 Development Standards

A. Permitted Uses.

Any permitted or conditional use allowed in the base zoning districts of the subject property plus additional uses including the following:

1. In the RA, R1, and R2 zoning districts, an applicant with a planned unit development approval may develop the site to contain these additional uses:
 - a. Accessory uses directly serving the planned unit development only and which are customary or associated with, but clearly incidental to, the residential uses permitted in the zone including:
 - i. community building with indoor and/or outdoor recreation facilities;
 - ii. recreational vehicle and personal storage area;
 - iii. consolidated guest parking facilities.
2. In the RMF and RHD zoning districts, an applicant with a planned unit development approval may develop any uses permitted in the R1, R2, RMF and RHD zones together with these additional uses:
 - a. Retail sales and service uses and office uses are permitted subject to the following limitations:
 - i. The PUD site is larger than ten acres,
 - ii. Individual retail sales and service uses and office uses shall not exceed a floor area of three thousand square feet each and the site area developed with retail sales and service uses and office uses shall not exceed five percent of the total PUD site area.
 - iii. Sites developed with retail sales and service uses and office uses shall have frontage on a street that is designated as a collector or higher classified arterial.

- iv. The retail sales and service uses and office uses in the PUD shall not be permitted until sixty percent of the approved residential units are completed.
- v. An one hundred percent increase in the amount of retail sales and service uses and office uses is allowed when retail sales and service uses and office uses are physically built under residential uses in a mixed use building with ground floor retail sales and service uses and office uses.
- vi. Outdoor sales and display and outdoor storage areas are not permitted except outdoor seating is allowed for restaurants and cafes.

3. Commercial Zones.

PUDs are permitted in the commercial zones including center and corridor (CC) and the downtown (DT) zones.

4. Industrial Zones.

In the PI zones, an applicant with a planned unit development approval may develop the site to contain all of the uses permitted by right in the underlying zone and, in addition, up to fifty percent of the total gross floor area may be devoted to housing units provided these are built above the ground floor.

5. More Than One Base Zone.

When a site contains land that is in more than one zoning district, the allowed residential and conditional uses at the required minimum and maximum densities, if applicable, shall be proportionate to the land within the development site devoted to each zoning district.

B. Density.

1. Densities Required.

An applicant with a planned unit development approval shall develop the site subject to the minimum and maximum density provisions of the base zone, as contained in Title 17C SMC, except as provided in subsection (B)(2) of this section, plus a maximum of ten percent density bonus per the provisions below under SMC 17G.070.030(B)(5).

2. Density Exception.

For properties with a designated critical area or properties located in agricultural lands designation of the City's comprehensive plan, the minimum density requirement may be waived by the hearing examiner based on the following criteria:

- a. The development of the site with the critical area would not allow sufficient minimum lot size under the base zone requirements because critical area setbacks and buffers would reduce minimum lot sizes below those required by the base zone.
- b. The development of the site would require reducing buffers, setbacks or other dimensional modifications due to the location of designated critical areas; and
- c. The protection of the agricultural lands or critical area would be more effective by clustering the homes and structures to the minimum area necessary.

3. Calculating Density.

- a. The calculation of density for a planned unit development is the net area based on the total area of subject property less the area set aside for right-of-way, tracts of land reserved for private streets and dedicated tracts reserved for stormwater facilities. The calculation of density is rounded up to the next whole number.

5. Transfer of Development Rights.

- a. An applicant for a planned unit development may shift allowed residential densities to another site to protect and preserve designated critical areas and agricultural lands while providing the overall maximum density permitted by the underlying zoning district.

5. Density Bonuses.

- a. An applicant for a planned unit development may apply for a residential density bonus of ten percent above the maximum density allowed in the underlying base zone for developing affordable housing units that meet or exceed the HUD standards for affordable units.
- b. The density bonus may be granted based on a one percent ratio of bonus density for the project for each one percent of affordable housing that is provided.
- c. Affordable housing units are required to be dispersed throughout the project and shall not be congregated all in one building, when more than one building is proposed.

C. Dimensional Requirements of the Base Zone.

The dimensional requirements of the base zone standards apply to a PUD except as follows:

1. Lot Dimensional Standards.

- a. The minimum lot size, lot depth and lot width standards may be modified.
 - b. The lot frontage requirements may be modified to allow the lots to be served by a private street or private access, rather than a public street as required under SMC 17C.111.200(F), provided that the director of engineering services has determined that private streets or private access can serve the subject lots in the planned unit development. A private street or private access that does not conform to chapter 17H.010 SMC, Street Development Standards, may be approved through a design variance request under SMC 17H.010.020.
2. Lot Coverage and FAR.
- a. The lot coverage by buildings and the floor area ratio (FAR) provisions may be modified.
3. Setbacks.
- a. Front and rear yard setbacks.
 - i. Front and rear yard setbacks for structures located within eighty feet of the perimeter of the project shall be the same as required by the base zone.
 - ii. Front and rear yard setbacks in the remainder of the project may be modified, except that a minimum front or rear yard setback of twenty feet is required for any garage or carport that opens facing a street or an alley.
 - iii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify front yard setbacks, if sufficient queuing to enter the structure is provided on-site.
 - b. Side Yard Setbacks.
 - i. Side yard setbacks may be modified, except that a side yard setback of twenty feet is required for any garage or carport that opens facing a street.
 - ii. Above and below ground parking structures used in conjunction with a mixed use or multifamily residential project may modify side yard setbacks, if sufficient queuing to enter the structure is provided on-site.
4. Building Height.

Except as provided below, building height allowed in the base zone cannot be modified, waived or varied through the planned unit development process.

- a. Changes to the height limits in the underlying zone require a rezone processed concurrently with the planned unit development.
- b. In the RMF zone, the wall height for a mixed-use commercial building may be increased to thirty five feet. Such a building is exempt from the height transition requirements of SMC 17C.111.215(C)(3).

5. Off-street Parking.

The minimum number of off-street parking stalls may be modified based upon sufficient evidence that the occupancy of the project will not require the number of off-street parking stalls specified for that use under chapter 17C.230 SMC, Parking and Loading.

6. Signs.

The number, type and size of signs cannot be modified through a planned unit development.

7. Fencing.

Perimeter fencing for a planned unit development is permitted except the maximum height of fencing along a street frontage of the planned unit development may not exceed forty-two inches. When a fence is along a street frontage, usable pedestrian access shall be provided spaced a minimum of one every three hundred feet.

8. Gates.

If the director of engineering services approves of private streets in the planned unit development, based on the criteria of SMC 17H.010.090, gates may be permitted in a planned unit development.

9. Lot Access.

The alley access requirements of SMC 17C.111.335(B) apply to lots in a PUD. If a lot abuts a public alley, then vehicle access shall be from the alley.

D. Infrastructure.

All public or private streets, paving, curbs, sidewalks, utilities, stormwater, lights and similar facilities shall be developed according to City standards, unless specifically modified by the city engineer. Waivers, variances, or modifications to the private or public street standards, utilities, and other infrastructure through a planned unit development shall be approved by the city engineer. An approved design variance request form shall be submitted with the PUD application.

E. Common Open Space.

In exchange for the approval of more intense residential development, higher densities, smaller lots and relaxed development standards, the developer of a planned unit development is required to provide common open space for the active and passive recreational activities of residents, employees, and visitors. Such space shall be aggregated wherever feasible and shall consist of a combination of landscaped and hard-scaped areas. Such common open space shall include some combination of the following: plazas, arbors, sitting areas, picnic areas, playing fields and trails to accommodate a variety of active and passive activities and promote visual interest.

1. In planned unit developments, the following requirements shall apply:
 - a. At least ten percent of the gross area of the site must be devoted to such open space. Such space must be fully accessible to the residents, employees, visitors and/or other users of the site. Reduction of this standard in PUDs is prohibited and a variance cannot be sought to reduce this requirement.
 - b. Fenced yards associated with buildings immediately adjacent to designated open space, landscaping in parking lots, or fenced stormwater facilities shall not count toward the total open space requirement.
 - c. Environmentally-constrained land within the planned unit development, including wetlands, geologically hazardous areas, fish and wildlife habitats and frequently flooded areas may be used to meet up to fifty percent of the total requirement specified in subsection (E)(1)(a) above, provided that these areas are either accessible to pedestrians to the extent practical or are visually accessible from adjacent and adjoining common open space.
2. The common open space designated to meet this requirement shall be permanently maintained by and conveyed to one of the following:
 - a. A homeowners' or property owners' association as regulated by state law.
 - b. A public agency that agrees to maintain the common open space and any buildings, structures or improvements placed within it.

F. Subdivision.

When a planned unit development is combined with a division of land including a short plat, long plat or binding site plan, the requirements of chapter 17G.080 SMC are required to be met, including SMC 17C.111.200(C), along with the following:

~~((1. Lot Size Transition))~~

~~((Transition requirements for lot sizes in the RA and RI zones cannot be waived or modified through the planned unit development process))~~

~~((2.))~~ 1. Through lots.

Lots shall be configured in a way that development can be oriented toward streets to increase the safety and enjoyment of pedestrians and bicyclists. A new PUD/subdivisions shall not “turn its back” on a collector, minor or principal arterial street. Through lots are allowed only where both front lot lines are on local access streets. The minimum front lot line and minimum width standards apply to one frontage of the through lot.

Date Passed: Monday, November 20, 2023

Effective Date: Monday, January 1, 2024

ORD C36459 Section 36

DRAFT

[Title 17H](#) Engineering Standards

[Chapter 17H.010](#) Street Development Standards

[Section 17H.010.130](#) Alleys

- A. When constructed, alleys shall be provided at the rear or side of lots.
- B. Where alleys are existing, or provided in new ~~((developments))~~ subdivisions and short subdivisions, on-site parking spaces shall be accessed from the alley and not the street. Unless approved by director of engineering
- C. Dead-end alleys shall be avoided wherever possible, but if unavoidable, shall be designed with adequate turn-around facilities or alternative connections acceptable to the director of engineering services at the dead-end.
- D. All new alleys shall be constructed in conformance with the standard plans.
- E. Public alleys shall be located in public right-of-way. If public utilities are to be located in an alley, the alley must be located in public right-of-way.
- F. Private alleys may be located in a tract or on an easement. Tracts must be owned in common by the owners of the property served by the private alley or by a homeowner's association and must be designated on the plat as a special purpose tract. A maintenance agreement must be recorded with the Spokane county auditor that commits the owner(s) to maintain all elements of the private alley.
- G. New alleys shall have a paved width of at least twelve feet and a clear width of at least twenty feet. The twenty-foot width shall not be obstructed in any manner, including the parking of vehicles, fences or utility structures.
- ~~((H. Alleys that serve as a primary access or as a fire access must have a paved width of at least twenty feet. Unless specifically approved by the city fire department, alleys are not considered a fire access.))~~
- ~~((+))~~ H. Stormwater from all new alleys must be collected and treated according to the city's stormwater guidelines.

Date Passed: Monday, May 15, 2006

Effective Date: Thursday, June 29, 2006

ORD C33838 Section 1

EXHIBIT B



NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(s): Dimensional Standards Amendment (non-project)

PROPONENT: City of Spokane

DESCRIPTION OF PROPOSAL: This proposal will amend sections 04.16.040 Membership; 17A.020.020 B Definitions; 17A.020.030 C Definitions; 17A.020.080 H Definitions; 17C.120.110 Limited Use Standards; 17C.122.070 Center and Corridor Allowed Uses; 17C.122T.001 Table 17C.122.070-1 Center and Corridor Allowed Uses; 17C.190.450 Medical Centers; 17C.200.050 Street Tree Requirements; 17D.010.020 Concurrency Test; 17D.010.030 Certificate of Capacity; 17D.075.180 Appendix A – Impact Fee Schedule; 17G.020.040 Amendment Frequency; 17G.061.010 Summary of Land Use Application Procedures; 17G.061.320 Notice of Decision; 17G.070.030 Development Standards; and 17H.010.120 Alleys; to make minor changes that clarify government process and procedures, align with legislative requirements, and/or make clerical corrections in the Spokane Municipal Code. The proposal also adds a new section, 17C.190.255 Public Parking Lot, creating a new use category description.

Draft text amendments are available on the project webpage <https://my.spokanecity.org/projects/paper-cuts-code-amendments/>.

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: This proposal has a City-wide impact.

LEAD AGENCY: City of Spokane

DETERMINATION:

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An Environmental Impact Statement (EIS) is not required under RCW [43.21C.030\(2\)\(c\)](#). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public upon request.

- There is no comment period for this DNS.
- This DNS is issued after using the optional DNS process in section 197-11-355 WAC. There is no further comment period on the DNS.
- This DNS is issued under 197-11-340(2); the lead agency will not act on this proposal for at least 14 days from the date of issuance (below). **Comments regarding this DNS must be submitted no later than 4:00 p.m. on March 13, 2024 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: February 28, 2024 **Signature:** 

APPEAL OF THIS DETERMINATION



After a determination has become final, appeal may be made to:

Responsible Official: City of Spokane Hearing Examiner

Address: 808 W. Spokane Falls Blvd., Spokane, WA 99201

Email: hearingexaminer@spokanecity.org

Phone: 509-625-6010

Deadline: 21 days from the date of the signed DNS

12:00 p.m. on September 20, 2023

The appeal must be on forms provided by the Responsible Official and make specific factual objections. Appeals must be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

DETERMINATION OF NONSIGNIFICANCE

Final Audit Report

2024-02-23

Created:	2024-02-23
By:	Jackie Churchill (jchurchill@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAawmyVYoO--NHA029icixiwTSiKSOmGKov

"DETERMINATION OF NONSIGNIFICANCE" History

-  Document created by Jackie Churchill (jchurchill@spokanecity.org)
2024-02-23 - 8:51:45 PM GMT - IP address: 73.254.88.208
-  Document emailed to Spencer Gardner (sgardner@spokanecity.org) for signature
2024-02-23 - 8:51:51 PM GMT
-  Email viewed by Spencer Gardner (sgardner@spokanecity.org)
2024-02-23 - 8:52:04 PM GMT - IP address: 198.1.39.252
-  Document e-signed by Spencer Gardner (sgardner@spokanecity.org)
Signature Date: 2024-02-23 - 8:56:38 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.
2024-02-23 - 8:56:38 PM GMT