CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

1. **No Clapping!**
2. **No Cheering!**
3. **No Booing!**
4. **No public outbursts!**
5. **Three-minute time limit for comments made during open forum and public testimony on legislative items!**
6. **No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.

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

C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:

1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:

    a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.

    b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.

d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.

e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.

f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.

2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.

3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.

D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE

CURRENT COUNCIL AGENDA

MEETING OF MONDAY, JANUARY 22, 2018

MISSION STATEMENT

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

MAYOR DAVID A. CONDON
COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS
COUNCIL MEMBER MIKE FAGAN
COUNCIL MEMBER CANDACE MUMM
COUNCIL MEMBER KATE BURKE
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER KAREN STRATTON

CITY COUNCIL CHAMBERS
CITY HALL
808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for January 22, 2018:

User Name: **COS Guest**
Password: **Mgdt!47H**

Please note the space in user name. Also, both user name and password are case sensitive

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

	REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1.	Value Blanket Renewal with Valmont Industries (Valley, NE) for Traffic Signal Standards and Luminaire Standards–Estimated annual expenditure $150,152.00 (incl. tax) Gerald Okihara	Approve	OPR 2015-0923 BID 4173-15
2.	Site Lease Acknowledgement Contract Amendment with American Tower Asset Sub, LLC (Woburn, MA)–annual base revenue of $21,610.80. Jim Sakamoto	Approve	OPR 2000-0148
3.	Contract Extension No. 1 with Larry Tangen - Private Investigator, (Chattaroy WA) for investigative services for the Public Defender's Office from January 1, 2018 through December 31, 2018–not to exceed $75,000 (incl. tax). Kathy Knox	Approve	OPR 2017-0076 RFP 4293-16
4.	First Amendment of temporary Construction Easement with SchoolYard Billy, LLC (Spokane, WA) for the I07c Riverside Control Facility tank–$30,000. Total Contract Amount: $133,513.76 (East Central Neighborhood) Kyle Twohig	Approve	OPR 2017-0031 ENG 2014096

5.	GMP Component #5 with MWH Constructors and Slayden Construction Group, a joint venture (Bellevue, WA), for the Next Level of Treatment at the Riverside Park Wastewater Reclamation Facility this package includes Excavation, Shoring, Dewatering, Base Slab Concrete, and other smaller components—increase of $11,553,026. The increase includes an administrative reserve of $577,651, which is 10% of the contract price, which will be set aside for a total cost of $12,130,677. Lonnie Moon	Approve	OPR 2015-0834
6.	Consultant Agreements with:	Approve All	
	a. Simpson Engineers (Spokane, WA) for Surveying On-Call Consultants—$150,000.		OPR 2018-0023 ENG 2018045
	b. Coffman Engineers (Spokane, WA) for Surveying On-Call Consultants—$100,000.		OPR 2018-0024 ENG 2018045
	c. GeoEngineers, Inc. (Spokane, WA) for Geotechnical On-Call Services—$400,000.		OPR 2018-0025 ENG 2018046
	d. Budinger & Associates, Inc. (Spokane, WA) for Geotechnical On-Call Services—$1,200,000. (Various Neighborhoods) Dan Buller		OPR 2018-0026 ENG 2018046
7.	Contract Amendment with Evans, Craven & Lackie, P.S. for outside counsel services and advice to the City regarding workers' compensation matters—increase of $100,000. Total Contract Amount: $296,000. Christine Cavanaugh	Approve	OPR 2013-0768
8.	One-year Contract with Greater Spokane, Inc. (Spokane, WA) for economic development services—$56,400. Council President Stuckart	Approve	OPR 2018-0027
9.	Contract with Bigbelly Solar, Inc. (Needham, MA) to provide networked solar compacting waste receptacle replacement for the City—one time payment $10,066.50 and $71,293 annually. Total Contract Amount: $366,531.50 Alex Reynolds	Approve	OPR 2018-0028 BID 4417-17
10.	Low Bids of:	Approve All	
	a. Passport Lab, Inc. (Charlotte, NC) for providing mobile pay by phone services for $24,200 and e-permit system for $10,200 (incl. tax) and estimated $300,000 Revenue. Heather Trautman		OPR 2018-0029 RFP 4317-17

	b. Nelson/Nygaard Consulting Associates, Inc (Portland, OR) for the University District Parking Inventory–$82,620 (incl. tax).		**OPR 2018-0032 RFP 4383-17**
	c. Nelson/Nygaard Consulting Associates, Inc (Portland, OR) for Downtown Parking and Strategy Plan $187,636 (incl. tax).		**OPR 2018-0033 RFP 4389-17**
	Heather Trautman		
11.	**Report of the Mayor of pending:**	**Approve & Authorize Payments**	
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through January 12, 2018, total $14,487,311.94, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $12,212,145.70.		**CPR 2018-0002**
	b. Payroll claims of previously approved obligations through January 13, 2018: $6,798,736.35.		**CPR 2018-0003**
12.	**City Council Meeting Minutes: December 11, 2017 (corrected), January 4, 2018 and January 8, 2018.**	**Approve All**	**CPR 2018-0013**

EXECUTIVE SESSION

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

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)
(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

TOWN HALL / LEGISLATIVE SESSION

(6:00 P.M.)
(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

TOWN HALL FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

NEIGHBORHOOD REPORTS

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2018-0004 **Setting a hearing before the City Council on February 26, 2018, for the vacation of Sheridan Street from the north right of way line of Riverside Avenue to twenty-five feet north of the north right of way line of Riverside Avenue as requested by Avista Corp.**
Eldon Brown

RES 2018-0005 **Setting a hearing before the City Council on February 26, 2018, for the vacation of a portion of 7th Ave and Chestnut as requested by Namva Chan.**
Eldon Brown

RES 2018-0006 **Relating to the City of Spokane supporting Ballot Proposition No. 1 entitled "Replacement of Expiring Educational Programs and Operation Levy," submitted by the Spokane School District 81 for the February 13, 2018 special election regarding propositions for school levy."**
Council President Stuckart

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35575 **Relating to relating to cottage housing, pocket residential development, and compact lot standards, amending Spokane Municipal Code (SMC) sections 17A.020.010, 17A.020.030, 17A.020.040, 17A.020.130, 17A.020.190, 17C.110.030, 17C.110.115, 17C.110.200, 17C.110.350, 17C.110.360, 17C.230.130, 17G.080.065; adopting a new section 17C.110.209 to chapter 17C.110 SMC; and repealing SMC section 17C.110T.002.**
Nathan Gwinn

ORD C35576 **Relating to sign standards amending SMC 17C.340.110, 17C.370.030, 17A.020.010, 17A.020.020, 17A.020.030, 17A.020.040, 17A.020.050, 17A.020.060, 17A.020.090, 17A.020.130, 17A.020.140, 17A.020.160, 17A.020.190 to title 17C of the Spokane Municipal Code and setting and effective date.**
Lisa Key

ORD C35577 **Relating to sign standards amending SMC 17C.240.010, 17C.240.060, 17C.240.070, 17C.240.090, 17C.240.120, 17C.240.130, 17C.240.140, 17C.240.150, 17C.240.180, 17C.240.220, 17C.240.230, 17C.240.240, 17C.240.250, 17C.240.260, 17C.240.270, 17C.240.280; adopting new sections 17C.240.015, 17C.240.025, 17C.240.241, 17C.240.242, 17C.240.243, 17C.240.244, 17C.240.245, 17C.240.246, 17C.240.247, 17C.240.310 to chapter 17C.240; repealing SMC 17C.240.020, 17C.240.080, 17C.240.100, 17C.240.160, 17C.240.190, 17C.240.200, 17C.240.290, and 17C.240.300 to title 17C of the Spokane Municipal Code and setting and effective date.**
Lisa Key

ORD C35578 **Relating to Urban Utility Installation Program; amending sections SMC 08.10.230 of the Spokane Municipal Code.**
Council President Stuckart

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

TOWN HALL FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The January 22, 2018, Regular Legislative Session of the City Council is adjourned to January 29, 2018.

NOTES

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/5/2018
		Clerk's File #	OPR #2015-0923
		Renews #	
Submitting Dept	STREETS	Cross Ref #	
Contact Name/Phone	GERALD OKIHARA 232-8842	Project #	
Contact E-Mail	GOKIHARA@SPOKANECITY.ORG	Bid #	BID #4173-15
Agenda Item Type	Purchase w/o Contract	Requisition #	VB
Agenda Item Name	1100-STREET - RENEWAL OF VB ORDER FOR TRAFFIC SIGNAL & LUMINAIRE STDS		

Agenda Wording

Renewal of Value Blanket Order for Traffic Signal Standards and Luminaire Standards from Valmont Industries (Valley, NE) - Estimated annual expenditure - $150,152.00 including tax

Summary (Background)

On October 6, 2015 sealed bids were opened to provide the City of Spokane with an annual supply of Signal Standards and Luminaire Standards to be purchased on an "as needed" basis - City Council approved on 11/16/15 (OPR 2015-0923). This bid allows for four (4) one-year renewals - this is the second renewal. There will be no price increases from the original bid price. When a project has grant funding, a separate approval document is used, said document is attached.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 150,152.0	# VARIOUS
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	KAESEMEYER, GARY	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 1
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT	tprince	
For the Mayor	DUNIVANT, TIMOTHY	gokihara	
Additional Approvals		taxes & licenses	
Purchasing	PRINCE, THEA		

Briefing Paper
Public Infrastructure & Environmental Sustainability

Division & Department:	Street Department
Subject:	Value Blanket Order Renewal for Traffic Signal Standards and Luminaire Standards price not to exceed $150,152
Date:	12/11/2017 (revised 21/11/2017)
Contact (email & phone):	gokihara@spokanecity.org 232-8842
City Council Sponsor:	
Executive Sponsor:	Gary Kaesemeyer
Committee(s) Impacted:	Public Infrastructure & Environmental Sustainability
Type of Agenda item:	**X** ☐ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	6 year Street Plan
Strategic Initiative:	
Deadline:	Current Contract expires 12/31/2017
Outcome: (deliverables, delivery duties, milestones to meet)	Provides a streamlined means of ordering signal standards for street projects and maintenance replacements where vehicles damage or knock down signal standards.

Background/History:

This is the second of a 4 year extension of this contract with Valmont Industries.

Executive Summary:

- *Renews the existing request for bids #4173-15 awarded to Valmont Industries as a value blanket contract for one year.*
- *Two more years of renewal remain on the contract.*
- *Valmont Industries has been a reliable supplier of this material meeting delivery timelines laid out in the bid.*
- *Allows the ordering of signal standard up to a cumulative amount of $150,152 including tax for 2018.*
- *Signal Standards are paid for by project dollars or street maintenance dollars already budgeted.*

Budget Impact:

Approved in current year budget? **X** ☐ Yes ☐ No ☐ N/A
Annual/Reoccurring expenditure? ☐ Yes **X** ☐ No ☐ N/A
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? Yes **X** ☐ No ☐ N/A ☐
Requires change in current operations/policy? ☐ Yes **X** ☐ No ☐ N/A
Specify changes required:
Known challenges/barriers:

Briefing paper revised by correcting typographical errors

Washington State Department of Transportation

Public Interest Finding

Project Information

State/Local Project Number	Project Name	
2014149	Division Street Gateway	
Federal Aid Project Number	**NEPA Category**	**NEPA Clearance Date**
STPUL - 0002 (314)	☒ CE ☐ EA ☐ EIS	12/16/2016
Region or Agency		
City of Spokane		
Amount	**Full Oversight**	
$80,000	○ Yes ◉ No	

Public Interest Finding (PIF) Information

Select Type of PIF: Agency Supplied Materials ▼

Regulatory Reference: 23 CFR 635.407

"FHWA policy requires that the contractor must furnish all materials to be incorporated in the work, and the contractor shall be permitted to select the sources from which the materials are to be obtained. Exceptions to this requirement may be made when there is a definite finding that it is in the public interest to require the contractor to use materials furnished by the agency or for sources designated by the agency. This requirement applies even if the material in question is non-participating. If the agency owns or controls a local natural materials source such as a borrow pit or stockpile of salvaged pavement material, the materials may be designated for either optional or mandatory use. Mandatory use will trigger the need for a PIF, optional use does not require a PIF.
If the use of agency furnished manufactured materials is approved the use must be made mandatory.
The requirement can also be found in the Local Agency Guidelines (LAG) Manual chapter 44.22 (g)."

Justification or Supporting Information

Goal Statement

The City requests to purchase signal standards through an existing contract, provide those signal standards to the Contractor, and be reimbursed for the purchase cost for the intersections of Third Ave & Division St, Second Ave & Division St, Sprague Ave & Division St, Riverside Ave & Division St, and Spokane Falls Blvd & Division St. The signal poles will be available for the Contractor to install during each lane closure phase of the project to keep the project completion within one construction season.

Description of Work

This project includes traffic signal replacements, pedestrian lighting, landscaping, corner bump outs and other items to improve the streetscape of this section of Division Street. The traffic signal work includes mast arm signals that require the multiple lane closures to install. A list of the signal poles being provided is attached.

(Please keep answers within the text boxes and attach additional sheets as needed)

Public Interest Finding - Continuation
2014149 Division Street Gateway

Justification or Supporting Information

Cost Effectiveness Determination

The City of Spokane has a publicly bid purchasing contract for signal standard poles that is valid through 2017. The City purchasing contract contained Title VI language which can be found on page 14 under item "8a" in the attachment titled "Rebid Valmont's for Signals Luminaire".

Schedule Issues

Signal standards typically take 12 weeks (60 working days) to ship once an order is placed. Subcontractors typically begin the ordering process after they have signed a contract with the Prime, which normally happens at the same time work starts. The attached schedules show possible work sequencing based on signal pole availability. The schedules show that we will need two construction seasons if the signal standards are not available during the first 60 to 80 days of the project.

Buy America Compliance

The City of Spokane signal pole purchasing contract contained the WSDOT GSP language for "Buy America" as a required specification and the contract was awarded to a vendor that certified that their products meet the specification. See page 11 under item "HH" in the attached document titled "Rebid Valmont's for Signals Luminaire".

Environmental

N/A

NEPA/SEPA Logical Termini and Independent Utility

N/A

Conclusion

The City of Spokane recommends approval of Agency Supplied material to eliminate the risk of the project becoming a two season project by providing the poles to the Contractor at the start of construction.

(Please keep answers within the text boxes and attach additional sheets as needed)

Approvals

Name	Signature	Date
GERALD O'HARA		2-13-2017
John Ho, WSDOT Local Programs		2/16/2017

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	12/28/2017
		Clerk's File #	OPR 2000-0148
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	JIM SAKAMOTO X7854	Project #	
Contact E-Mail	JSAKAMOTO@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4100 - AMERICAN TOWER SITE LEASE ACKNOWLEDGEMENT		

Agenda Wording

Site Lease Acknowledgement (SLA) contract amendment with American Tower Asset Sub, LLC (Woburn, MA) resulting in net annual base revenue of $21,610.80.

Summary (Background)

This amendment relates to Sprint telecommunications and shall have an initial term of five (5) years commencing on 1 May 2015. It shall automatically renew for two (2) additional and successive five (5) year terms unless either party notifies the other in writing of its election not to renew. Rent shall increase three and a half percent (3.5%) over the rent paid during the previous year and on an annual basis thereafter. The site location is Parcel# 26344.0016 Riverside Park, WA - Albi Stadium

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Revenue	$ 21,610.80 Annual Base	# 5900-52300-99999-36291-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SEARL, LOREN	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	Urban Exp 1/8/2018
Finance	CLINE, ANGELA	Distribution List	
Legal	RICHMAN, JAMES	JSAKAMOTO@SPOKANECITY.ORG	
For the Mayor	DUNIVANT, TIMOTHY	SJOHNSON@SPOKANECITY.ORG	
Additional Approvals		WATERACCOUNTING@SPOKANECITY.ORG	
Purchasing			

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	12/21/2017
		Clerk's File #	OPR 2017-0076
		Renews #	
Submitting Dept	PUBLIC DEFENDER	Cross Ref #	2017-0075
Contact Name/Phone	KATHY KNOX 835-5972	Project #	
Contact E-Mail	KKNOX@SPOKANECITY.ORG	Bid #	RFP 4293-16
Agenda Item Type	Contract Item	Requisition #	2018
Agenda Item Name	0700 - TANGEN		

Agenda Wording

Contract with Larry Tangen - Private Investigator, Chattaroy WA, for investigative services for the Public Defender's Office. Contract is not to exceed $75,000, including taxes. Contract term is January 1, 2018 through December 31, 2018.

Summary (Background)

Public Defender's Office uses investigative services in the defense of cases for locating, interviewing and subpoenaing witness, photographing the incident scene, and testifying at pretrial, if necessary, on behalf of the defense. A competitive Request for Proposal resulted in the receipt of two proposals. Both Pulver Investigations and Larry Tangen were awarded the contract. This is the first year of 4 - one - year extensions.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 75,000.00	# 0700-14100-15930-54105-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	KNOX, KATHY	**Study Session**	PSC 1/8/18
Division Director		**Other**	
Finance	BUSTOS, KIM	Distribution List	
Legal	DALTON, PAT	llok@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	dcoley@spokanecity.org	
Additional Approvals		rkokot@spokanecity.org	
Purchasing	WAHL, CONNIE	tangenls@aol.com	
		cwahl@spokanecity.org	

City Clerk's No._____

City of Spokane

PERSONAL SERVICES AGREEMENT

Title: LARRY TANGEN INVESTIGATIVE SERVICES

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Larry Tangen - Private Investigator**, whose mailing address is P.O. Box 113, Chattaroy, Washington, 99003 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS the City of Spokane Public Defender's office requires the services of a private investigator in the defense of its cases from time to time throughout the year;

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on **January 1, 2018** and ends on **December 31, 2018**, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed on an annual basis by written agreement of the parties not to exceed four additional one year renewals.

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

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described below. In the event of a conflict or discrepancy in the Agreement documents, this City Consultant Agreement controls.

The Consultant shall provide the Public Defender's Office with Investigative Services to include, but not limited to the following:

A. Consultation with attorney;

B. Receive and review discovery;

C. Interview witnesses;

D. Physically inspect the scene of the incident and take photographs, as needed;

E. Serve subpoenas;

F. Obtain medical records;

G. Serve as a witness at trial or hearing, if necessary;

H. Locate witnesses; and

I. Conduct records searches.

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

4. COMPENSATION / PAYMENT.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **SEVENTY FIVE THOUSAND, and 00/100 DOLLARS ($75,000.00)**, including taxes, payable at the billable/hourly rate of **SIXTY FIVE AND 00/100 Dollars ($65.00),** unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Consultant shall submit its applications for payment to City of Spokane, Public Defender's Office, 824 North Monroe Street, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

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

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

6. CITY OF SPOKANE BUSINESS LICENSE.

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

7. REIMBURSABLES

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

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Agreement provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Agreement.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate *(excluding the "Incidental" portion of the published CONUS Federal M&I Rate)* for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.
J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subconsultant invoices that are rebilled to the City are required.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including

gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Consultant agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

9. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, and for its material breaches of this Agreement. It is not the intent of this Section to limit this understanding.

10. INSURANCE.

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

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

D. **Professional Liability Insurance** with a combined single limit of not less than $1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

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

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

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

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

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

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

16. STANDARD OF PERFORMANCE.
The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.
Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

19. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
B. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

20. DEBARMENT AND SUSPENSION.

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

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.

LARRY TANGEN - PRIVATE INVESTIGATOR	**CITY OF SPOKANE**
By L R Tangen 12-4-17 Signature Date	By _____ Signature Date
L. R. TANGEN Type or Print Name	_____ Type or Print Name
INVESTIGATOR Title	_____ Title
Attest:	Approved as to form:
_____ City Clerk	_____ Assistant City Attorney

Attachments that are part of this Agreement:

Scope of Work document
Certificate Regarding Debarment

17-157

ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

L. R. Tangen L. R. TANGEN Name of Subrecipient / Contractor / Consultant (Type or Print)	INVESTIGATOR Program Title (Type or Print)
L. R. TANGEN Name of Certifying Official (Type or Print) INVESTIGATOR Title of Certifying Official (Type or Print)	L. R. Tangen Signature 12-5-17 Date (Type or Print)

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/3/2018
		Clerk's File #	OPR 2017-0031
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	KYLE TWOHIG 625-6152	Project #	2014096
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR18858
Agenda Item Name	0370 - EXTENSION OF CONSTRUCTION EASEMENT FOR I07C TANK		

Agenda Wording

Extension for construction easement for the I07c Riverside Control Facility tank. (East Central Neighborhood Council)

Summary (Background)

Council approved the funds for the easement on the parcel of land located at 117 North Napa Street (McKinley School Building) in January last year for the I07c tank. High ground water levels and a rapidly rising water table has made the original design of the I07c tank infeasible, thus delaying construction. This amendment adds $30,000.00 and 110 LF of additional sidewalk as consideration for the time extension to May 31, 2019.

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ 30,000.00	# 4250-98817-94000-56501-10100
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 1/22/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	Engineering Admin	
For the Mayor	DUNIVANT, TIMOTHY	publicworksaccounting	
Additional Approvals		kkeck@spokanecity.org	
Purchasing		mdoval@spokanecity.org	
		ktwohig@spokanecity.org	
		dsteele@spokanecity.org	
		htrautman@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Public Works Division, Engineering Services
Subject:	Project No. 2014096 I07c Tank Site Easement Amendment
Date:	January 22, 2018
Contact (email & phone):	Kyle Twohig, ktwohig@spokanecity.org, 625-6152
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	The I07c tank is a 200,000 gal tank which is located at Napa St. and Riverside Ave. on both private property (McKinley School) and right-of-way.
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History: Engineering Services negotiated an easement with the owner of the McKinley School last year for the construction and permanent easement for the IO7 tank. Due to high ground water levels and a rapidly rising water table late this fall, the project construction needs to be delayed until water levels recede.

The IO7 tank is designed to be partially submerged under water for portions of the year with high ground water. A shoring system called a coffer dam is intended to allow the site to be dewatered during construction. The higher than historically observed water levels made the original design infeasible.

Working collaboratively with the contractor (Max J. Kuney Co.), it was determined to be far less costly to put the project on temporary shut down until water levels receded as opposed to revising the shoring system to withstand the current high ground water. The property owner was amenable to the schedule extension. A price and additional improvements were negotiated in order to extend the agreement until 5/31/19. In consideration for the lengthened usage of the McKinley School site, the owner will receive an additional $30,000 and 110 LF of sidewalk along Riverside Ave.

(Note: the “I0” tanks such as this tank I07c and the Bosch lot I04 are identical to CSO tanks except that they don’t overflow river during an extreme storm event.)

Executive Summary:

- The originally negotiated price was $103,000.
- This amendment adds $30,000 and 110 LF of additional sidewalk as consideration for the time extension.
- This cost is to be paid with utility rate fees.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

After recording return document to:
City of Spokane
Engineering Service
2nd Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE

Document Title: Temporary Construction Easement
Reference Number of Related Documents: None
Grantors: SchoolYard Billy, LLC.
Grantee: City of Spokane
Legal Description: Blk 69 Sub of School Section 16
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 35163.3001

1st AMENDMENT OF TEMPORARY CONSTRUCTION EASEMENT

CITY OF SPOKANE, I07 COMBINED SEWER CONTROL FACILITY - 2014096

This First Amendment of Temporary Construction Easement ("First Amendment") is made and executed this 28 day of December, 2017, by **SCHOOLYARD BILLY, LLC, a Washington Limited Liability Company (the "Grantor")**, and the **CITY OF SPOKANE, a Washington municipal corporation ("City" or "Grantee")**, hereinafter jointly referred to as the "Parties".

WHEREAS, Grantor previously granted City a Temporary Construction Easement, dated January 4, 2017, and filed for record on March 8, 2017, Auditor's Filing Number 6584082, records of Spokane County (the "Easement");

WHEREAS, the City has requested an extension of the Easement, and Grantor has agreed to grant an extension;

NOW, THEREFORE, in exchange for thirty thousand and 00/100 dollars ($30,000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Contract Documents. The Easement by and between the Parties, dated January 4, 2017, and filed for record in March 8, 2017, Auditor's Filing Number 6584082, records of Spokane County, is incorporated by reference into this First Amendment

as though written in full and shall remain in full force and effectr except as provided herein.

2. Amendment. Section 3 of the Easement relating to Term is amended as follows:

Term. The Easement granted herein shall commence on May 15, 2017, and shall terminate on ((~~November 15, 2018~~)) May 30, 2019; provided, if the Project is not complete by ((~~November 15, 2018~~)) May 30, 2019, the Parties shall negotiate in good faith for an extension of this Easement until the Project is completed.

3. Sidewalk. As additional consideration for the Easement and this First Amendment, the City will remove and replace an additional 110 feet of sidewalk on the North side of Riverside Avenue, from Magnolia Street to the East, as illustrated in Exhibit B attached hereto.

Date: 12/28, 2017

SCHOOLYARD BILLY, LLC

By: North Park Development, LLC
Its: Manager

By: _____
Robert Brewster
Manager

Accepted and Approved

CITY OF SPOKANE

By: David A. Condon

Authorized agent

Date: _____

TEMPORARY CONSTRUCTION EASEMENT

STATE OF WASHINGTON)
): ss
County of Spokane)

On this 28 day of December ~~2016~~ 2017, before me personally appeared Robert Brewster to me known to be the Managing Member of North Park Development, LLC, which is Manager of SchoolYard Billy, L.L.C., a Washington Limited Liability Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said Limited Liability Company.

(SEAL)

CHRYSTAL E. SOUTHWICK
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
DECEMBER 23, 2018

Chrystal Southwick Notary Public
in and for the State of Washington,
residing at Ford, WA
My commission expires 12-23-18

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY.

TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT A

A PORTION OF BLOCK 69 OF THE PLAT OF THE AMENDED MAP OF SCHOOL SECTION 16 IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

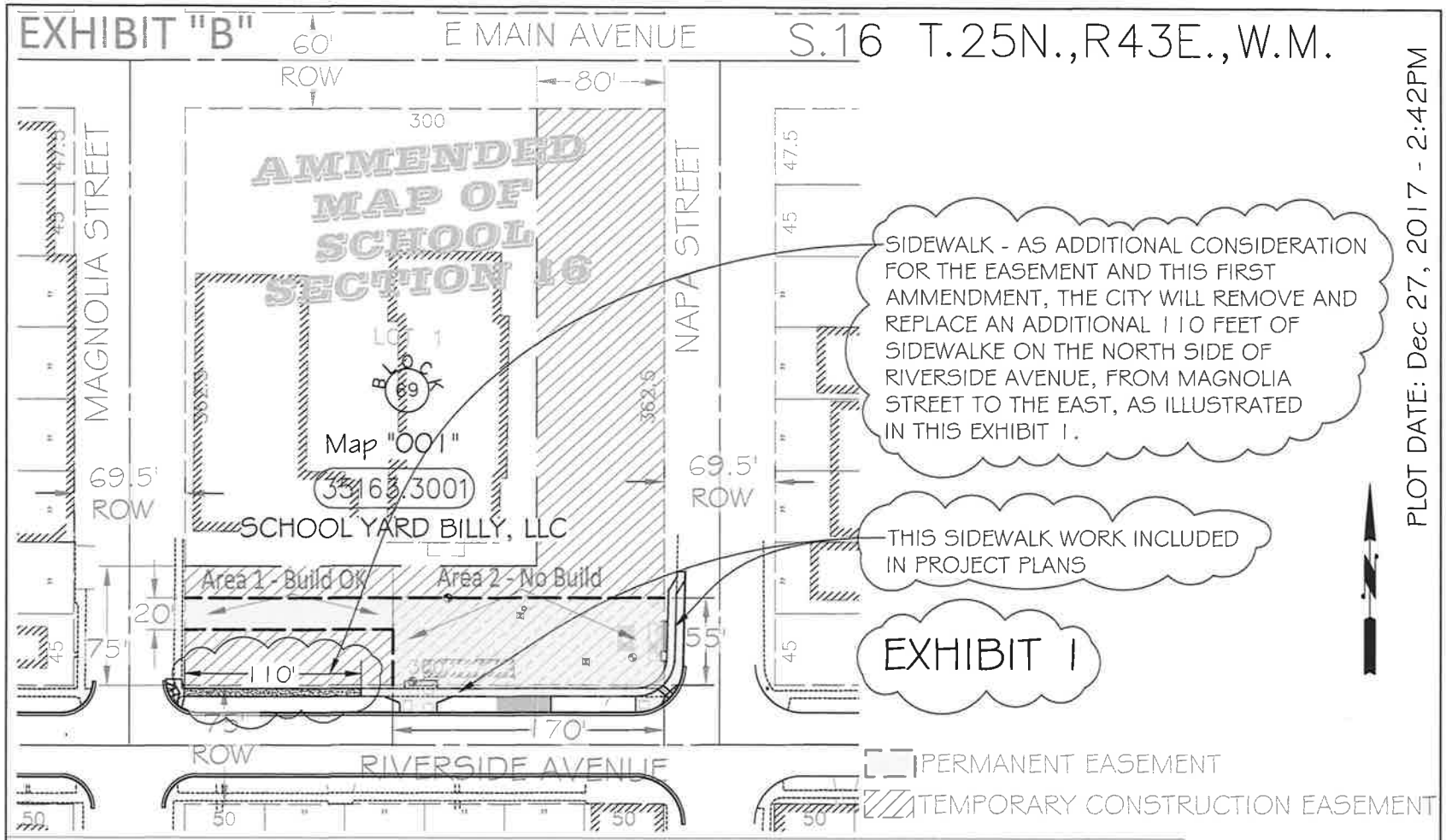
THE EAST 80 FEET OF SAID BLOCK 69,

TOGETHER WITH THE SOUTH 75 FEET OF SAID BLOCK 69,

ALL SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

PLEASE MAKE NO MARK IN THE MARGIN SPACE - RESERVED FOR COUNTY AUDITOR'S USE ONLY.

EXHIBIT "B"



PLOT DATE: Dec 27, 2017 - 2:42PM

TOTAL AREA IS FROM SPOKANE COUNTY ASSESSOR'S RECORDS

AND ALL AREAS SHOWN IN SQUARE FEET

MAP NUMBER	PARCEL NO.	OWNER NAME	TOTAL AREA	REMAINDER	PERMANENT EASEMENT	TEMPORARY CONSTRUCTION EASEMENT
001	35163.3001	SCHOOL YARD BILLY, LLC	108750 SF	108750 SF	11950 SF	33500 SF

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/10/2018
		Clerk's File #	OPR 2015-0834
		Renews #	
Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	LONNIE MOON 625-4661	Project #	
Contact E-Mail	LMOON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	TO BE DONE WITH BUDGET CARRYFORWARD
Agenda Item Name	4250-NEXT LEVEL OF TREATMENT GMP #5		

Agenda Wording

This is GMP Component 5 of the NLT project with MWH Constructors, out of 7 total. This package includes Excavation, Shoring, Dewatering, Base Slab Concrete, and other smaller components and increases their NTP value by $11,553,026.

Summary (Background)

There are anticipated 7 total components expected to be under contract by September of 2018, at which point the project GMP will be established. The project is currently tracking on schedule and on budget. This work has been expected in the original scope of the contract, initially executed for Preconstruction Services in October of 2015. This increases MWH's value by $11,553,026 with an Administrative Reserve of 5%, or $577,651, bringing the total to $12,130,677.

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ 12,130,677	# 4340-43387-94000-56501-14322
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TAYLOR, MIKE	**Study Session**	01/08/2018
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	CLINE, ANGELA	Distribution List	
Legal	SCHOEDEL, ELIZABETH	mhughes@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	Tax & Licenses	
Additional Approvals		kkeck@spokanecity.org	
Purchasing		pmtaylor@spokanecity.org	
		kheatherly@spokanecity.org	
		Michael.A.Haarmann@mwhglobal.com	
		lberry@spokanecity.org	

Briefing Paper
Urban Development Committee

Division & Department:	Public Works, Integrated Capital Management
Subject:	Next Level of Treatment – GMP 5, Contract Amendment OPR 2015-0834
Date:	12/11/17 – For Committee Review 1/8/18
Author (email & phone):	Lonnie Moon x4661
City Council Sponsor:	N/A
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	N/A – Typical review through PIES committee
Type of Agenda item:	■ Consent Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This contract amendment is for work that is in accordance with the Cleaner River Faster initiative. Project is in the Citywide Capital Plan.
Strategic Initiative:	N/A
Deadline:	N/A
Outcome: (deliverables, delivery duties, milestones to meet)	See contract documents attached. This GMP component is for excavation, shoring, dewatering, and base slab concrete.

Background/History:

Following the Value Engineering and Constructability Review of Phase 1 of the NLT Program, it was determined to be in the City of Spokane and the region's best interests to spread the project by advancing those components which could be accelerated; and deferring those components that were appropriate for later construction. This strategy benefited the NLT project by mitigating severe on-site congestion from multiple contracts in 2017 and 2018. It also mitigated the regional demand on local resources for concrete supply; apprentice candidates; and contractor availability. Leveling the NLT packages should facilitate more competition; and more competitive bidding.

GMP Amendment #5 is the first component for construction of Phase 2 work. Work in this package includes shoring, dewatering, excavation, and construction of the 4-foot base slab of the 1 acre Membrane Facility.

GMPs to date are:
Pre-Construction, was finalized on 6/8/2016 for $2,597,471
GMP #2, was finalized on 7/27/2016 for $13,442,406
GMP #3, was finalized on 7/27/2016 for $25,273,493
GMP #4, was finalized on 6/14/2017 for $43,779,131
GMP #5, for $12,130,057 will be finalized upon passage of this Amendment

- Upon passage of this Amendment, the grand contractual total will be $95,088,375

All of these component costs are as anticipated in the NLT, TMDL, and Integrated Clean Water Plan budgets, to date. Underspent owner's contingency will be redistributed to future Components and shall be reconciled at the establishment of the Project GMP.

This is the fifth AIA 133-2009 Exhibit A Amendment following Council's approval of MWH-Slayden JV's Base Services and Preconstruction Services Contract.

Executive Summary:

This is GMP Component 5 of the Next Level of Treatment contract with MWH Constructors. There are an anticipated 7 total components expected to be under contract by September of 2018, at which point the project GMP will be established. The project is currently tracking on schedule and on budget. This work has been expected in the original scope of the contract, initially executed for Preconstruction services in October of 2015.

This package includes:

- *Excavation*
- *Shoring*
- *Dewatering*
- *Base Slab Concrete*
- *See attached contract documents for more detail.*

Requested Action:

1. Approve the scope of services outlined in AIA Document A133-2009 Exhibit A (GMP #5) in the amount of **$9,859,421** plus Allowances of $749,418 and Sales Tax of $ 944,187 (totaling *$11,553,026*) with MWH Constructors & Slayden Construction Group, a Joint Venture (MWH-Slayden JV) of Bellevue Washington.
2. Approving the City of Spokane Reserve of 5%, or **$577,651**, for a total budget commitment this GMP Amendment #5 of **$12,130,677** to be committed from the budget code 4340-43387-94000-56501-14322.

Budget Impact:

Approved in current year budget? ■ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ■ No

If new, specify funding source: Additional funds allocated from 4340 and 4250, as per Capital Program
Other budget impacts: N/A

This will continue the construction phase of NLT project. The project is on schedule and on budget. Contract Values added to the total program budget for this scope of work are as follows:

- Contracted Value: $12,130,677
- NTP Value to the Contractor: $11,553,026
- Cost of Work (plus Allowances, not including Fee on Allowances): $9,280,524

GMP Amendment # 5 SUMMARY		
Cost of Work Subcontracted		$1,398,829
Cost of Work Self Performed		$3,102,152
Cost of Work (Other)		$1,865,784
plus Negotiated Support Services		**$1,668,304**
plus Pro-rated Specified General Conditions		**$1,200,101**
Subtotal to apply 3.65% GCCM Fee		**$9,235,170**
GCCM Fee	3.65%	$ 337,084
Subtotal with GCCM Fee		**$9,572,254**
GCCM Contingency at 3% of COW	3.00%	$ 287,168

Subtotal with GCCM Contingency		$9,859,421
Allowances		**$ 749,418**
Subtotal with Allowances		**$10,608,839**
Washington State Sales Tax	8.90%	**$ 944,187**
Total GMP Amendment # 5		$11,553,026
Administrative Reserve of 5%	5.00%	$ 577,651
Grand Total		$12,130,677

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ■ No

Specify changes required: N/A

Known challenges/barriers: N/A

GMP Amendment No. 5

Membrane Excavation & Concrete Slab

CITY OF SPOKANE

RPWRF

Next Level of Treatment

Project



MWH CONSTRUCTORS | SCI Slayden | B&E ELECTRIC

JOINT VENTURE

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)* Next Level of Treatment City of Spokane RPWRF	**CONTRACT INFORMATION:** Contract For: GC/CM Construction Services Date: November 18, 2015	**CHANGE ORDER INFORMATION:** Change Order Number: GMP #5 Date: December 29, 2017
OWNER: *(Name and address)* City of Spokane 808 W. Spokane Falls Blvd. Spokane, WA 99201	**ARCHITECT:** *(Name and address)*	**CONTRACTOR:** MWH Constructors, Inc. and Slayden Constructors, Inc. , a Joint Venture 2353-130th Ave. NE., Suite 200 Bellevue, WA, 98007-1759

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This is GMP Component 5 of the Next Level of Treatment contract with MWH Constructors, Inc. and Slayden Constructors, Inc, a Joint Venture. There are an anticipated 7 total components expected to be under contract by September of 2018, at which point the project GMP will be established. The project is currently tracking on schedule and on budget. This work has been expected in the original scope of the contract, initially executed for Preconstruction services in October of 2015.

This package includes:
Excavation
Shoring
Dewatering
Base Slab Concrete

The original Contract Sum was	$	1,972,316.00
The net change by previously authorized Change Orders	$	81,563,032.59
The Contract Sum prior to this Change Order was	$	83,535,348.59
The Contract Sum will be increased by this Change Order in the amount of	$	11,553,026.00
The new Contract Sum including this Change Order will be	$	95,088,374.59

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be 11/24/2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. This Change Order specifically incorporates the GMP Amendment No. 5, including all Appendices and Attachments referenced therein.
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
	MWH Constructors, Inc. and Slayden Constructors, Inc., A Joint Venture	City of Spokane - Wastewater Department
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	President / Greg Huston	Scott Simmons, Director Public Works
DATE	1/4/2018	1/8/18

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User Notes: (3B9ADA38)

Spokane Riverside Park Water Reclamation Facility
Next Level of Treatment (NLT) Project

Guaranteed Maximum Price Amendment No. 5 –
Phase 2 Excavation & Concrete Slabs

This Guaranteed Maximum Price ("GMP") Amendment No.5 Phase 1 Balance of Plant is made pursuant to and is part of the *Standard Form of Agreement Between Owner and Construction Manager as Constructor* ("the Agreement") between City of Spokane ("the Owner") and MWH Constructors, Inc. & Slayden Constructors, Inc., a Joint Venture ("the Construction Manager") for the Next Level Treatment Project at the Spokane Riverside Park Water Reclamation Facility ("the Project"). The Owner and Construction Manager are sometimes referred to collectively as "the Parties." Unless specifically noted otherwise, capitalized terms used in this GMP Amendment have the same meaning as those defined terms in the Agreement.

RECITALS

A. In accordance with the Agreement, the Construction Manager is to provide to the Owner certain construction services on a GMP basis with a separate Scope of Work, as defined below, time for performance, and price to be established for each GMP Component; and,

B. As contemplated by the Parties, individual GMP Components are to be governed and developed in accordance with the terms and conditions of the Agreement; and,

C. The purpose of this GMP Amendment is to establish the time for performance, price, and to provide the Owner's authorization to proceed with the Scope of Work for the Component identified herein.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. SCOPE OF WORK

The Scope of Work for this GMP Amendment is identified in the attached Appendix A and was developed in accordance with Section 2.2 of the Agreement.

2. COMPONENT GMP PRICING

The Component GMP cost has been developed in accordance with Articles 5 and 6 of the Agreement and is agreed by the Parties, for this Component only, to be priced as a stipulated lump sum rather than as cost reimbursable with a GMP. The stipulated lump sum price of **$9,859,421** as outlined in Appendix B, is inclusive of Cost of Work, Negotiated Support Services, Specified General Conditions, GC/CM Fee and GC/CM Contingency, as those terms are defined in the Agreement. The total GMP amendment price inclusive of the stipulated lump sum plus allowances plus Washington state sales tax is **$11,553,026**. Cost in re-pricing this GMP Amendment would be the responsibility of the Owner in the event that the lump sum payment for the work on this Component were to be reverted back based on a new legal opinion received by the Owner or the Construction Manager, to the pricing method outlined in the Agreement prior to this GMP Amendment. With this change in pricing and payment structure for GMP 5, the Agreement is modified as follows:

2.1 **Article 5.1 Compensation for Construction Phase Services -** Modify by adding the following sentence as a new paragraph 5.1.9

5.1.9 *For a Component GMP, the Parties may agree in a GMP Amendment that the compensation for such Component GMP shall be priced as a stipulated lump sum, inclusive of Cost of Work, Negotiated Support Services, Specified General Conditions, GC/CM Fee and GC/CM Contingency. The stipulated lump sum price shall exclude Washington State Tax and Allowances. Such costs for approved Allowance utilization and Washington State Tax shall be cost reimbursable by the Owner as part of each monthly payment paid by Owner to Construction Manager. Payment for stipulated lump sum costs shall be based on progress on an agreed to monthly schedule of values. At the request of the Owner, actual cost and man-hours will be provided for use by the Owner and the Construction Manager in negotiations of future Work Packages on this Project or other City projects.*

2.2 **Article 6.1 Costs to be Reimbursed** – Modify by adding the following sentence at the end of Section 6.1.1

If the Parties agree to a Lump Sum Price for a GMP Component, the Cost of Work shall mean the agreed to, stipulated price in the GMP Amendment and documentation of actual costs and man-hours for Cost of Work items need not be evidenced for such lump sum costs.

2.3 **Article 6.11 Accounting Records.** Delete the third sentence and replace with the new sentence as following:

Substantiation for lump sum subcontracts and Construction Manager costs priced as lump sum shall include bid proposals, bid tabulation work sheets, invoices to the Construction Manager or Owner and monthly schedule of values.

2.4 **Article 6.7.6 Negotiated Support Services** - Modify by adding a new section .5 as follows:

.5 The Parties agree the Negotiated Support Services may be priced as lump sum within a Component GMP.

2.5 **Article 6.7.7 Negotiated Self-Perform Work** – Modify by adding a new sentence at the end of the paragraph.

The Parties agree the Negotiated Self-Perform Work may be priced as lump sum within a Component GMP.

2.6 **Article 7.2.2 Final Payment** - Modify by adding a new sentence at the end of the paragraph.

Construction Manager's final accounting for Cost of Work, Negotiated Self-Perform Work, Negotiated Support Services, and other costs priced as lump sum for a Component GMP shall include verification of the accuracy of such lump sum costs and progress payments agreed to in the GMP Amendment. Actual costs and man- hours for lump sum costs shall not be subject to audit.

3. SCHEDULE AND COMPLETION

The schedule for the Work is included in Appendix C and shall be in accordance with the anticipated date for Substantial Completion for the Work, and as may be changed or amended from time to time by the Parties. The Parties shall use their best efforts to coordinate concurrent or conflicting GMP activities associated with this and other GMPs, ongoing operational obligations of the Owner, or other matters which might impact or otherwise interfere with the schedule for this GMP or the anticipated date for Substantial Completion of the Project.

In executing this GMP Amendment, the undersigned representatives on behalf of the Owner and the Construction Manager each individually represent that they have the necessary authority and approval to execute this GMP Amendment, and perform the Work described herein upon execution of the GMP Amendment.

Attachments incorporated with this GMP Amendment include:

1. Amendment Contract Documents
   1.1. AIA Document G701 – 2001 Change Order Signature Page
   1.2. COS GMP 5 Briefing Paper
   1.3. Recitals

2. Scope of Work
   2.1. Cost Summary
   2.2. NSS & SGC Cost Breakdown
   2.3. Risk Allocation Log
   2.4. Clarifications & Assumptions
   2.5. Drawing, Detail, & Specification List

3. Subcontractor Bid Packages
   3.1. S-50 Rebar
   3.2. S-52 Concrete Pumping

4. Equipment & Material Procurement Packages
   4.1. P-20 Drum Screens
   4.2. P-23 Concrete Supply

5. Self-Perform Estimates
   5.1. GMP 5 Excavation, Shoring, Slab
   5.2. GMP 5 Dewatering Allowance Estimate
   5.3. Temporary Electrical Estimate

6. CPM Schedule

7. Memos
   7.1. Labor Multiplier Memo
   7.2. Equipment Rental Rates Memo
   7.3. Sole Source Equipment Memo
   7.4. GMP 5 Record of Negotiation

APPENDIX A –

THE SCOPE of WORK

This Scope of Work ("the SOW") describes the Work to be provided under GMP Amendment No. 5 – Phase 2 Excavation & Concrete Slabs. The SOW is based on the "Early out package 1, GMP 5 DCN 001, and Early Out package 3" specifications and drawings. The SOW is comprised of Construction Manager's construction and other services as required by the Contract Documents, including services relating to procuring and furnishing supervision, labor, materials, tools, equipment, machinery, transportation, temporary utilities and facilities and other items required to construct the Phase 1 Balance of Plant as further clarified below. The clarifications, assumptions, and/or exceptions contained in each Attachment listed below are also specifically incorporated into this GMP Amendment.

Task 1 – Subcontract Work Package S-50 – Furnish and Install Rebar Package

Construction Manager shall complete the Scope of Work covered by subcontract work package S-50, including bid addenda Nos. 1, included as **Attachment 1**.

Task 2 – Subcontract Work Package S-52– Concrete Pumping

Construction Manager shall complete the Scope of Work covered by subcontract work package S-52, including bid addenda Nos. 0, included as **Attachment 2**.

Task 3 – Purchase Package P-20 – Drum Screens

Construction Manager shall complete the Scope of Work covered by purchase package P-20, including bid addendum Nos.1, included as **Attachment 3**. This Work is subject to the "Commercial and Technical Exceptions" noted in Attachment 3.

Task 4 – Purchase Package P-23 – Concrete Supply

Construction Manager shall complete the Scope of Work covered by purchase package P-04, including bid addendum Nos. 0, included as **Attachment 4**. This Work is subject to the "Commercial and Technical Exceptions" noted in Attachment 4.

Task 5 – Negotiated Self Perform – Phase 2 membrane building excavation, temporary shoring, ballast concrete slab, and structural concrete slab.

Construction Manager shall complete the Scope of Work covered by NSP for Membrane building excavation, temporary shoring, ballast concrete slab, and structural concrete slab. This work also includes temporary power service and tower crane erection.

Scope of Work Assumptions

This Scope of Work includes Clarifications and Assumptions as attached herein, and Allowances as detailed in the Risk Allocation Log. These are items for which the design is not fully complete and/or the scope is expected to change. Costs in excess of the Allowance amounts will be funded from the Owner's Contingency fund. Costs below the Allowance amounts will be returned to the Owner. Unused funds within any line item Allowance may be utilized, at Construction Manager's discretion, to fund shortcomings in other line item Allowance(s).

APPENDIX B –

GUARANTEED MAXIMUM PRICE

Construction Manager's Guaranteed Maximum Price (GMP) for this Amendment is **$11,553,026** as detailed below:

Cost of Work		$6,366,765
(Subcontracted)	$1,398,829	
(Self-Perform)	$3,102,152	
(Other)	$1,865,784	
Negotiated Support Services		$1,668,304
Specified General Conditions		$1,200,101
Subtotal – Estimated Cost of Work (ECW) =		**$9,235,170**
GC/CM Fee (3.65% of ECW)		$337,084
Subtotal =		**$9,572,254**
GC/CM Contingency (3% of ECW)		$287,168
Subtotal – Amendment No. 5 =		**$9,859,421**
Allowances		$749,418
Subtotal – Amendment No. 5 w Allowances =		**$10,608,839**
Washington State Sales Tax (8.9%)		$944,187
TOTAL – Authorized to Construction Manager =		**$11,553,026**

The portion of the GMP Amendment 5 to be converted to Lump Sum upon execution of the Amendment shall be **$9,859,421**. The Estimated Cost of Work of **$10,608,839** is inclusive of Allowances, and such Allowances excluded from the Lump Sum.

Attachments to the Appendix B

- Negotiated Support Services
- Specified General Conditions
- Cost of Work

----- End of Appendix B -----

APPENDIX C –

SCHEDULE and COMPLETION

A copy of the Integrated Master Schedule (Baseline, June 2016) is attached. Milestone dates for this GMP Amendment shall be as follows:

- Notice to Proceed from Owner – no later than February 2, 2018
- Begin Field Work – February 12, 2018
- Substantial Completion – Per CPM Schedule
- Final Completion – Per CPM Schedule

Schedule Assumptions

Specific assumptions incorporated into this schedule include:

- Construction Manager shall be given a Notice to Proceed from the Owner no later than February 2, 2018.
- The Owner building permit(s) can be secured without delay(s) to the Project schedule.

Attachments to the Appendix C

Integrated Master Schedule

----- End of Appendix C -----

TAB 2 – Scope of Work

City of Spokane, RPWRF Improvements Phase 2 GMP 5		MWHC Estimate	Sub-Contractor / Vendor Bid Packages					Comments
Line No.	Bid Package ID / Description	MWHC Final Estimate Amount ($)	Sub / Vendor Name	Sub/Vendor Original Bid Amount ($)	Sub/Vendor Final Bid Amount ($)	MWHC Cut/Add to Sub/Vendor Bid ($)	Total Bid Package Amount ($)	Bid Package Comments
1	**General Conditions**							
2	Specified General Conditions - SGC	$1,200,101					$1,200,101	
3	Negotiated Support Services - NSS	$1,668,304					$1,668,304	
12	**Subtotal - General Conditions**	**$2,868,405**		**$0**	**$0**	**$0**	**$2,868,405**	
13	**Subcontractors & Purchase Agreements**							
14	S-50 Rebar	$625,000	Tri States	$614,552			$614,552	
15	S-52 Concrete Pumping	$76,241	Champion Pumping	$79,192			$79,192	
16	P-23 Concrete Supply	$681,905	Central Pre-Mix Concrete Co.	$705,085			$705,085	
17								
44	**Subtotal - Purchase Agreements**	**$1,383,146**		**$1,398,829**	**$0**	**$0**	**$1,398,829**	
45	**Other Items**							
46	P-20 Drum Screen Supply	$1,647,105	OVIVO USA	$1,865,784			$1,865,784	2 Drum Screens Only
47								
76	**Subtotal - Subcontractors**	**$1,647,105**		**$1,865,784**	**$0**	**$0**	**$1,865,784**	
77	**NSP Estimates (Self-Perform)**							
78	GMP 5 - Excavation, Shoring, Membrane Slab	$2,954,460					$2,954,460	
79								
80	Electrical Relocates & Temporary Power	$147,692					$147,692	
81								
108	**Subtotal - Self Perform / JV / Team Sub**	**$3,102,152**		**$0**	**$0**	**$0**	**$3,102,152**	
120	**Category Subtotals - COW - NSS**						$1,200,101	
121	**Category Subtotals - COW - SGC**						$1,668,304	
122	**Category Subtotals - COW - Subcontracted**						$1,398,829	
123	**Category Subtotals - COW - Other**						$1,865,784	
124	**Category Subtotals - COW - Self-Perform**						$3,102,152	
125	**SUBTOTAL - COST OF WORK** *(Including Burdened Labor, Sales Tax, Freight, & Sub/Vendor OH&P)*						**$9,235,170**	$9,235,170
126	**Mark-Up Description**	**Amount ($)**					**Amount ($)**	
127	**Fee**							
128	GC/CM Fee (3.65% of COW)	3.65%					$337,084	
129								
133	**Subtotal - Fee**						**$337,084**	
134	**Subtotal w Fee**						**$9,572,254**	
135	**Contingency**							
136	GC/CM Contingency	3.00%					$287,168	
137								
142	**Subtotal - Contingency**						**$287,168**	
143	**Stipulated Lump Sum Amount**						**$9,859,421**	
144	**Allowances**							
145	Allowances - Per Risk Allocation Log	$749,418					$749,418	
146								
150	**Subtotal - Allowances**						**$749,418**	
151	**Subtotal w Allowances**						**$10,608,839**	
152	**Taxes**							
153	Not Included	8.90%					$0	
154								
159	**Subtotal - Taxes**						**$0**	
160						**PROJECT TOTAL**	**$10,608,839**	

City of Spokane
GMP 5 - SGC & NSS Phase 1 and Phase 2
NSS & SGC Dates = 2/12/2018 to 5/31/2018

GENERAL CONDITIONS	Staff & Craft	Setup & Expenses	Total
SGC	$1,009,286	$190,815	$1,200,101
NSS	$793,434	$874,870	$1,668,304
SGC & NSS SUBTOTALS	**$1,802,720**	**$1,065,685**	**$2,868,405**

City of Spokane
GMP 5 - SGC & NSS Phase 1 and Phase 2
General Conditions Labor Cost Calculator
Rev No.. 0
Start Date

Labor Descriptions			Project WBS				Raw Labor	Dates		Utilization					Billable Labor	Comments
Included (Yes or No)	Staff Description	Staff Name	WBS 1	WBS 2	WBS 3	WBS 4	Raw Wage Rate 2017	Start Date	Finish Date	Utilization	Regular Hours	Overtime Percent	Overtime Hours	Total Hours	Total Labor	Comments
Yes	Project Executive	Michael Haarmann	SGC				$ 103.99	2/12/2018	5/31/2018	20%	126	0%	0	126	$ 29,113.39	
Yes	Project Executive / Client Service Manager #2	Scott Bernhard	SGC				$ 72.11	2/12/2018	5/31/2018	80%	505	0%	0	505	$ 80,752.63	
Yes	Project Manager	Andrew Pharis	SGC	Key 5			$ 83.94	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 93,456.94	Rate of $5,915 per week
Yes	Superintendent	Billy Moore	SGC	Key 5			$ 69.71	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 61,680.29	Rate of $3,894 per week
Yes	Senior Project Engineer	Temp - Brian	SGC	Key 5			$ 62.50	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 53,246.00	Rate of $3,370 per week
Yes	Project Engineer	Scott Kennedy	SGC	Key 5			$ 36.06	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 45,187.89	Rate of $2,850 per week
Yes	Project Administration	Jodi	SGC	Key 5			$ 22.00	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 17,774.87	Rate of $1,125 per week
Yes	Construction Manager	Jeff Wall	SGC				$ 86.54	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 121,140.15	
Yes	Construction Coordinator	Charles Randolph	SGC				$ 74.03	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 103,628.44	
Yes	Safety Manager	Rick Goff	NSS				$ 69.28	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 82,981.14	
Yes	Safety Director	Jeremy Lawson	NSS				$ 72.19	2/12/2018	5/31/2018	18%	114	0%	0	114	$ 16,189.50	
Yes	Safety Supervisor	Eric Brothers	NSS				$ 31.25	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 43,744.28	
Yes	Project Engineer - Civil / Mechanical	Malcolm Long	SGC				$ 31.25	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 43,744.28	
Yes	Chief Field Engineer	Josh Erickson	NSS				$ 52.89	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 74,028.31	
Yes	BIM Modeler	David Landrus	NSS				$ 36.78	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 51,485.26	
Yes	Superintendent - Neg. Self Perform Work General	Rick Blankenship	SGC				$ 72.11	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 100,940.79	
Yes	Electrical - I & C Manager	Ron Brossart	SGC				$ 86.97	2/12/2018	5/31/2018	40%	253	0%	0	253	$ 48,696.83	
Yes	Electrical - I & C Quality Manager	B&E Foreman	NSS				$ 56.72	2/12/2018	5/31/2018	60%	379	0%	0	379	$ 46,798.58	
Yes	Project Controls Onsite	Alicia Silvas Porter	SGC				$ 32.41	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 45,368.06	
Yes	Cost Engineer	TBD	SGC				$ 30.00	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 41,994.50	
Yes	Master Scheduler	Katherine Caballer	SGC				$ 66.86	2/12/2018	5/31/2018	7%	44	0%	0	44	$ 6,550.44	
Yes	Scheduler	Sara Salame	SGC				$ 36.06	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 60,477.39	
Yes	Apprentice / Certified Payroll / Business Manager	Sara Martin	SGC				$ 37.62	2/12/2018	5/31/2018	40%	253	0%	0	253	$ 21,064.44	
Yes	Quality Control Manager	Kelly Stenlund	NSS				$ 57.69	2/12/2018	5/31/2018	100%	632	0%	0	632	$ 80,758.23	
Yes	Commissioning & Startup Manager	Rick Campbell	SGC				$ 86.15	2/12/2018	5/31/2018	20%	126	0%	0	126	$ 24,119.96	
Yes	Subcontracts Manager	Kathy Sweetland	SGC				$ 28.70	2/12/2018	5/31/2018	20%	126	0%	0	126	$ 8,034.95	
Yes	Project Accounting	Loretta Lee	SGC				$ 30.29	2/12/2018	5/31/2018	15%	95	0%	0	95	$ 6,359.65	
Yes	Intern 2016	TBD	SGC				$ 20.00	5/14/2018	6/31/2018	100%	112	20%	22	134	$ 5,953.65	
Yes	55 Ton Rough Terrain Operator	Craft	NSS				$ 47.61	2/12/2018	6/31/2018	100%	632	20%	126	758	$ 79,974.33	
Yes	Tower Crane Operator	Craft	NSS				$ 49.98	5/1/2018	5/31/2018	100%	184	20%	37	221	$ 24,447.61	
Yes	9000 lb Forklift Operator	Craft	NSS				$ 45.03	2/12/2018	6/31/2018	100%	632	20%	126	758	$ 75,640.50	
Yes	15000 lb Forklift Operator	Craft	NSS				$ 45.03	2/12/2018	6/31/2018	100%	632	20%	126	758	$ 75,640.50	
Yes	Skidsteer / Water Truck / Street Sweeper Operator	Craft	NSS				$ 45.03	2/12/2018	6/31/2018	100%	632	20%	126	758	$ 75,640.50	
Yes	General Laborer	Craft	NSS				$ 38.16	2/12/2018	6/31/2018	100%	632	20%	126	758	$ 64,100.41	
Yes			NSS				$ 0.01	12/1/2017	1/1/2018	100%	176	0%	0	176	$ 3.77	
Subtotals Labor Costs										0%	16,398	5%	691	17,090	$ 1,802,719.66	
Subtotals Tasks Costs											0		0	0	$ -	
											16,398.4		691.2	17,090	$ 1,802,719.66	

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Phase	Item	Description	Billable?	Start Date	End Date	Utilization	Quantity	UOM	NSS		SGC		SGC		TOTAL	Comments
				2/12/2018	5/31/2018				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Amount	
Section 7 - Other Indirect Costs				2/12/2018	5/31/2018											
SubSection 71 - Set-Up - One Time Set-up & Mob Costs				2/12/2018	5/31/2018											
710.001 Marketing Cost Transfers (One Time) - Non-Labor				2/12/2018	5/31/2018											
	00	MARKETING ODC'S	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
710.002 Community Service (One Time) - Non-Labor				2/12/2018	5/31/2018											
	00	COMMUNITY SERVICE (ONE TIME) - NON-LABOR	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	10	Community Service Programs	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	20	Community Outreach	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
710.040 Insurance Charges (One Time or Setup)			Billable	2/12/2018	5/31/2018											
	00	MONTHLY LIABILITY INSURANCE CHARGE (SETUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	10	Professional Liability (E & O) Insurance	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	20	Construction Liability Insurance	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	30	Owner's Protective Liability Insurance	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	40	Railroad Protective Insurance	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	50	Pollution Insurance	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	60	Marine/Offshore Insurance	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	70	Builder's Risk Insurance	Billable	2/12/2018	5/31/2018		1.00	ls	6,073.00	$6,073		$0		$0	$6,073	
710.060 Bonds (One Time or Setup)			Billable	2/12/2018	5/31/2018											
	00	BOND CHARGES (SETUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	10	Performance Bonds	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	20	Payment Bonds	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	30	Retention Bonds	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
710.106 Regulatory Requirements (Setup)			Billable	2/12/2018	5/31/2018											
	00	REGULATORY REQUIREMENTS (SETUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	Building Permits	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	02	Electric Permits	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	03	Plumbing Permits	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	04	Temporary Dewatering Permit	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	05	Sprinkler System Permit	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	06	Fire Alarm Hook up Permit	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	07	Street Cut Permits	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	08	Washington Non-Residential Energy Code Review	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	09	Other Project Specific Permits	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
710.120 Health & Safety (Setup)			Billable	2/12/2018	5/31/2018											
	00	HEALTH & SAFETY (SETUP)	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	01	Health & Safety Plan	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
710.140 Quality Control (Setup)			Billable	2/12/2018	5/31/2018											
	00	QUALITY CONTROL (SETUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	QA/QC Plan	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
710.150.5 Mobilization (Setup)			Billable	2/12/2018	5/31/2018											
	50	MOBILIZATION (SETUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
710.150.6 Travel & Living Expense (Setup)			Billable	2/12/2018	5/31/2018											
	60	"ONE TIME" TRAVEL & LIVING EXPENSE (SETUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	61	Relocation Expenses (From GC Labor Based Expense Sheet)	Billable	2/12/2018	5/31/2018			ls						$0	$0	From GCs Labor Based Expenses Sheet)
	62	Moving Expense	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	63	En route Expense	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	64	Other One Time Expenses	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
710.151 Temporary Utilities (Setup)			Billable	2/12/2018	5/31/2018											
	00	Partnering	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	01	Temp Lighting / Horns for Safety - Different Work Areas	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	02	Cell Phone Set Up	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	03	Cable Installation	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	04	Temp Electric Power Phase 2 Area	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	See Negotiated Self Perform Estimate
	05	Gas Line Installation	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	06	Drinking Water Line Installation	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	07	Construction Water Line Installation	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	08	Sanitary Line Installation	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	09	Fire Protection Installation	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	

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Phase	Item	Description	Billable?	Start Date 2/12/2018	End Date 5/31/2018	Utilization	Quantity	UOM	NSS Unit Price	NSS Amount	SGC Unit Price	SGC Amount	SGC Unit Price	SGC Amount	TOTAL Amount	Comments
	10	Phone System Set Up	Billable	2/12/2018	5/31/2018			EA		$0		$0		$0	$0	
	11	Wireless Internet	Billable	2/12/2018	5/31/2018		1.00	ls	7,500.00	$7,500		$0		$0	$7,500	Fiber to Phase 2 plus router
		Temp Heat, Power, and Water	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
		Slope Protection Setup	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
		Flagger and Traffic Control	Billable	2/12/2018	5/31/2018		10.00	DY	1,000.00	$10,000		$0		$0	$10,000	
		Snow / Ice Removal per Winter	Billable	2/12/2018	5/31/2018			EA		$0		$0		$0	$0	
		Radios	Billable	2/12/2018	5/31/2018		8.00	EA	548.75	$4,390		$0		$0	$4,390	
		Tablets (iPad Pro)	Billable	2/12/2018	5/31/2018		8.00	EA	1,082.59	$8,661		$0		$0	$8,661	
710.152 Security (Setup)			Billable	2/12/2018	5/31/2018											
	00	SECURITY (RECURRING)	Billable	2/12/2018	5/31/2018		3.60	mo	294.00	$1,058		$0		$0	$1,058	Sensera Systems Quote
	01	Security System Setup	Billable	2/12/2018	5/31/2018		1.00	ls	38,909.93	$38,910		$0		$0	$38,910	Sensera Systems Quote
	02	Security Badging Setup	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
710.153 Protect Exist Facilities (Setup)			Billable	2/12/2018	5/31/2018											
	00	PROTECTION OF EXISTING FACILITIES (SETUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	Crosswalk and Sidewalk	Billable	2/12/2018	5/31/2018		1.00	ls	15,900.00	$15,900		$0		$0	$15,900	Parking Lot to Work Area
710.153.2 Site Condition Surveys (Setup)			Billable	2/12/2018	5/31/2018											
	20	SITE CONDITION SURVEYS (SETUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	21	Survey	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	22	Video Survey	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	23	Photographs (Time Lapse Camera Setup)	Billable	2/12/2018	5/31/2018		1.00	ls	10,000.00	$10,000		$0		$0	$10,000	
	24	Aerial Photograph	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
710.155 Site Access & Storage (Setup)			Billable	2/12/2018	5/31/2018											
	00	SITE ACCESS AND STORAGE (SETUP)	Billable	2/12/2018	5/31/2018		1.00	ls	47,518.54	$47,519		$0		$0	$47,519	Pole Building
	01	Support for Pole Barn Installation	Billable	2/12/2018	5/31/2018		1.00	ls	9,000.00	$9,000		$0		$0	$9,000	
	02	Connex Covers	Billable	2/12/2018	5/31/2018		1.00	ls	20,540.48	$20,540		$0		$0	$20,540	Cover over Connex's
	03	Temporary Storage Yard	Billable	2/12/2018	5/31/2018		140.00	lf	89.37	$12,512		$0		$0	$12,512	Heavy Duty Shelving
		Pallat Jack	Billable	2/12/2018	5/31/2018		1.00	ls	1,500.00	$1,500		$0		$0	$1,500	
		MWH Privacy Screen on Chain Link Fence	Billable	2/12/2018	5/31/2018		1,100.00	lf	14.61	$16,074		$0		$0	$16,074	
710.156 Temp Environ Controls (Setup)			Billable	2/12/2018	5/31/2018											
	00	TEMPORARY ENVIRONMENTAL CONTROLS (SETUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	Waste Management Plan	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
710.157 SWPPP (Setup)			Billable	2/12/2018	5/31/2018											
	00	STORM WATER POLLUTION PREVENTION PLAN (SET UP)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	Initial Sediment & Erosion Control	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
710.158 Project Sign (Setup)			Billable	2/12/2018	5/31/2018											
	00	PROJECT SIGN (SETUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	Project Sign	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
710.159 Field Offices (Setup)			Billable	2/12/2018	5/31/2018											
	00	FIELD OFFICES (SETUP)	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	01	MWH Constructors Office Trailer Setup-Walkways	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	02	Owners Office Trailer Setup	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	03	Oversight Office Trailer Setup	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	04	Change Room/Lunch Room Trailer Setup	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	05	Supply Trailer/Container Setup	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	06	Tool Shed Setup	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	07	Temp Fences and Barricades - Reconfiguration	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	08	Decks for Trailers	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
710.159.5 Field Office Equipment (Setup)			Billable	2/12/2018	5/31/2018											
	50	FIELD OFFICE EQUIPMENT (SETUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	51	Copy Machine purchase	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	52	Fax Machine Purchase	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	53	Personal Computer purchase	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	54	Printers purchase	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	55	Software Licenses purchase	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	56	Furniture purchase	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
		Software Purchase	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
SubSection 72 - Ongoing / Recurring Costs			Billable	2/12/2018	5/31/2018											
720.150 Travel & Living Expense (Recurring)			Billable	2/12/2018	5/31/2018											
	60	Other Specified General Conditions (SGC - Key 5)	Billable	2/12/2018	5/31/2018		15.57	wk		$0		$0	2,495.00	$38,851	$38,851	SGC - Contractual Rate for Key 5

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Phase	Item	Description	Billable?	Start Date	End Date	Utilization	Quantity	UOM	NSS		SGC		SGC		TOTAL	Comments
				2/12/2018	5/31/2018				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Amount	
	61	Living Allowance (From GC Labor Based Expense Sheet)	Billable	2/12/2018	5/31/2018		1.00	ls						$13,338	$13,338	From GCs Labor Based Expenses Sheet)
	62	Auto Rental	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	63	Motel & Hotel	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	64	Airline	Billable	2/12/2018	5/31/2018			trip		$0		$0			$0	
	65	Travel Expenses	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	66	Management Travel (From GC Labor Based Expense Sheet)	Billable	2/12/2018	5/31/2018		1.00	ls						$76,416	$76,416	From GCs Labor Based Expenses Sheet)
720.151 Temporary Utilities (Recurring)			Billable	2/12/2018	5/31/2018											
	00	TEMPORARY UTILITIES (RECURRING)	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	01	Telephone Monthly Charge	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	Provided by City of Spokane
	02	Cell Phone Monthly Charge (From GC Labor Based Expense Sheet)	Billable	2/12/2018	5/31/2018		1.00	ls						$2,983	$2,983	From GCs Labor Based Expenses Sheet)
	03	Internet Monthly Charge	Billable	2/12/2018	5/31/2018		3.60	mo	482.34	$1,736		$0		$0	$1,736	Provided by City of Spokane
	04	Electrical Monthly Power Charge	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	Provided by City of Spokane
	05	Gas Monthly Charge	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	Provided by City of Spokane
	06	Drinking Water Monthly Charges	Billable	2/12/2018	5/31/2018		3.60	mo	302.00	$1,087		$0		$0	$1,087	
	07	Construction Water Monthly Charges	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	Provided by City of Spokane
	07	Construction Water Monthly Charges	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	08	Sanitary Monthly Charge	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	09	Pest Control	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	12	Fuel Oil Monthly Charge	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	13	Heat/Cooling Monthly Charge	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
720.152 Security (Recurring)			Billable	2/12/2018	5/31/2018											
	00	SECURITY (RECURRING)	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	01	Security Services	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	02	Security Badges	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
720.153 Protect Exist Facilities (Recurring)			Billable	2/12/2018	5/31/2018											
	00	PROTECTION OF EXISTING FACILITIES (RECURRING)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	Slope Protection	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
720.153.2 Site Condition Surveys (Recurring)			Billable	2/12/2018	5/31/2018											
	20	SITE CONDITION SURVEYS (RECURRING)	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	21	Survey	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	22	Progress Videos	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	23	Progress Photos	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	24	Recurring Aerial Photographs	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
720.153.5 Settlement Monitoring (Recurring)			Billable	2/12/2018	5/31/2018											
	50	SETTLEMENT MONITORING	Billable	2/12/2018	5/31/2018		1.00	ls	20,000.00	$20,000		$0		$0	$20,000	settlement monitoring for additional buildings not shown in the contract drawings
	51	Weekly Inspections / Surveys	Billable	2/12/2018	5/31/2018		15.57	wk	525.00	$8,175		$0		$0	$8,175	Budinger Weekly Inspections
720.155 Site Access & Storage (Recurring)			Billable	2/12/2018	5/31/2018											
	00	SITE ACCESS AND STORAGE (RECURRING)	Billable	2/12/2018	5/31/2018		3.60	mo	1,500.00	$5,400		$0		$0	$5,400	Temp. Site Conditions and Modifications
	01	Road Maintenance	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	02	Snow Removal	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	03	Street Sweeping	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
720.156 Temp Environ Controls (Recurring)			Billable	2/12/2018	5/31/2018											
	00	TEMPORARY ENVIRONMENTAL CONTROLS (RECURRING)	Billable	2/12/2018	5/31/2018		3.60	mo	500.00	$1,800		$0		$0	$1,800	SWPPP Maintenance Materials & Inlet Protection
	01	Dumpster Pickups	Billable	2/12/2018	5/31/2018		3.60	mo	3,000.00	$10,800		$0		$0	$10,800	
	02	Recycle Pickups	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
720.157 SWPPP (Recurring)			Billable	2/12/2018	5/31/2018											
	00	STORM WATER POLLUTION PREVENTION PLAN (RECURRING)	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	01	SWPPP Maintenance	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
720.159 Field Offices (Recurring)			Billable	2/12/2018	5/31/2018											
	00	FIELD OFFICES (RECURRING)	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	01	MWH Constructors Office Trailer	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	02	Engineer's Office Trailer	Billable	2/12/2018	5/31/2018		3.60	mo	964.76	$3,473		$0		$0	$3,473	
	03	Oversight Office Trailer-MWH Program Office	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	04	Bathroom with Running Water	Billable	2/12/2018	5/31/2018		3.60	mo	1,035.06	$3,726		$0		$0	$3,726	
	05	Supply Trailer/Container	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	06	Tool Shed-Guard Shacks(2)	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	07	Decon Trailer	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	08	Chemical Toilet & Holding Tanks	Billable	2/12/2018	5/31/2018		3.60	mo	1,545.00	$5,562		$0		$0	$5,562	
720.159.5 Field Office Equipment (Recurring)			Billable	2/12/2018	5/31/2018											

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	50	FIELD OFFICE EQUIPMENT (RECURRING)	Billable	2/12/2018	5/31/2018			mo		$0		$0	$0		$0	
	51	Copy Machine Lease/Rental	Billable	2/12/2018	5/31/2018		3.60	mo	999.29	$3,597		$0	$0		$3,597	
	52	Fax Machine Lease/Rental	Billable	2/12/2018	5/31/2018			mo		$0		$0	$0		$0	
	53	Computer Lease/Rental (From CGs Labor Based Expenses Sheet)	Billable	2/12/2018	5/31/2018		1.00	ls				$2,984			$2,984	From GCs Labor Based Expenses Sheet)
	54	Printers Lease/Rental	Billable	2/12/2018	5/31/2018			mo		$0		$0	$0		$0	
	55	Software Charges	Billable	2/12/2018	5/31/2018		3.60	mo	624.24	$2,247		$0	$0		$2,247	
	56	Furniture Lease/Rental	Billable	2/12/2018	5/31/2018			mo		$0		$0	$0		$0	
720.159.7 Field Office Services (Recurring)			Billable	2/12/2018	5/31/2018											
	70	FIELD OFFICE SERVICES (RECURRING)	Billable	2/12/2018	5/31/2018			mo		$0		$0	$0		$0	
	71	Office Supply	Billable	2/12/2018	5/31/2018		3.60	mo	3,500.00	$12,600		$0	$0		$12,600	
	72	Janitorial Service	Billable	2/12/2018	5/31/2018		3.60	mo	700.00	$2,520		$0	$0		$2,520	
	73	Printing & Photocopies Service	Billable	2/12/2018	5/31/2018		3.60	mo	250.00	$900		$0	$0		$900	
	74	Postage & Fed Ex	Billable	2/12/2018	5/31/2018			mo		$0		$0	$0		$0	
	75	Note Vault (Daily Report Software)	Billable	2/12/2018	5/31/2018		3.60	mo	594.00	$2,138		$0	$0		$2,138	
	76	Prolog PMIS System	Billable	2/12/2018	5/31/2018			mo		$0		$0	$0		$0	
	77	Misc Software License Fees	Billable	2/12/2018	5/31/2018			ea		$0		$0	$0		$0	
	78	Meeting Consumables	Billable	2/12/2018	5/31/2018		3.60	mo	600.00	$2,160		$0	$0		$2,160	Including Onsite Meeting Consumables
		AGC Yearly Fee 2018	Billable	2/12/2018	5/31/2018		1.00	yr	2,000.00	$2,000		$0	$0		$2,000	
		AGC Yearly Apprenticeship Fee 2018	Billable	2/12/2018	5/31/2018		1.00	yr	22,500.00	$22,500		$0	$0		$22,500	
		Plangrid per year (for year 2018)	Billable	2/12/2018	5/31/2018		1.00	ls	9,721.60	$9,722		$0	$0		$9,722	
720.159.9 Project Vehicles (Recurring)			Billable	2/12/2018	5/31/2018											
	90	PROJECT VEHICLES (From GCs Labor Based Expenses Sheet)	Billable	2/12/2018	5/31/2018		1.00	ls				$56,243			$56,243	From GCs Labor Based Expenses Sheet)
	91	Pick-Up Truck: Supervision	Billable	2/12/2018	5/31/2018			mo		$0		$0	$0		$0	
	92	Pick-Up Truck: Job	Billable	2/12/2018	5/31/2018		3.60	mo	1,320.00	$4,752		$0	$0		$4,752	
	93	Golf Cart	Billable	2/12/2018	5/31/2018			EA		$0		$0	$0		$0	
	94	Automobile	Billable	2/12/2018	5/31/2018			mo		$0		$0	$0		$0	
SubSection 73 - Commissioning & Start-Up Costs			Billable	2/12/2018	5/31/2018											
730.165 Test/Disinfect Structures			Billable	2/12/2018	5/31/2018											
	00	TEST & DISINFECT CONCRETE AND STEEL WATER STRUCTURE	Billable	2/12/2018	5/31/2018			ls		$0		$0	$0		$0	
730.165.5 Gravity Pipeline Testing			Billable	2/12/2018	5/31/2018											
	50	GRAVITY PIPELINE TESTING (STARTUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0	$0		$0	
730.165.6 Pressure Pipe Test/Disinf			Billable	2/12/2018	5/31/2018											
	60	PRESSURE PIPE TESTING AND DISINFECTION (STARTUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0	$0		$0	
730.165.7 Pneumatic Struct Testing			Billable	2/12/2018	5/31/2018											
	70	PNEUMATIC STRUCTURE TESTING (STARTUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0	$0		$0	
730.165.8 TV Inspect Sewers			Billable	2/12/2018	5/31/2018											
	80	TELEVISION INSPECTION OF SEWERS (STARTUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0	$0		$0	
730.166 Equip Test/Plant Startup			Billable	2/12/2018	5/31/2018											
	00	EQUIPMENT TESTING AND PLANT STARTUP (STARTUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0	$0		$0	
	01	Chemicals for Start-Up	Billable	2/12/2018	5/31/2018			ls		$0		$0	$0		$0	
	02	Utilities for Start-Up	Billable	2/12/2018	5/31/2018			ls		$0		$0	$0		$0	
	03	Temporary Process Facilites	Billable	2/12/2018	5/31/2018			ls		$0		$0	$0		$0	
	04	Solids Handling & Disposal	Billable	2/12/2018	5/31/2018			ls		$0		$0	$0		$0	
	05	Water Quality Testing	Billable	2/12/2018	5/31/2018			ls		$0		$0	$0		$0	
730.167 Owner Staff Training			Billable	2/12/2018	5/31/2018											
	00	OWNER STAFF TRAINING (STARTUP)	Billable	2/12/2018	5/31/2018			ls		$0		$0	$0		$0	
SubSection 74 - Field Costs - Road Maint., Site Toilets, Non-Perm Mat'ls,			Billable	2/12/2018	5/31/2018											
740.171 Health & Safety (Field Cost)			Billable	2/12/2018	5/31/2018											
	00	SETUP STAFF & CRAFT with PPE (HARD HAT, GLOVES, VEST)	Billable	2/12/2018	5/31/2018		33.00	ea	75.50	$2,492		$0	$0		$2,492	GC/CM estimates 200 Unique Individuals not counting turnover of 50% to build the project so 300 / 33MO = 9/MO
	01	TRAINING for NEW HIRES (INCLUDES ALL REQUIRED RENEWALS)	Billable	2/12/2018	5/31/2018		33.00	ea	1,169.50	$38,594		$0	$0		$38,594	GC/CM estimates 200 Unique Individuals not counting turnover of 50% to build the project so 300 / 33MO = 9/MO
	02	Safety Equipment & Materials	Billable	2/12/2018	5/31/2018		3.60	mo	1,572.00	$5,659		$0	$0		$5,659	
	03	First Aid Kit	Billable	2/12/2018	5/31/2018			mo		$0		$0	$0		$0	
	04	SETUP CRAFT with FALL PROTECTION	Billable	2/12/2018	5/31/2018		5.00	ea	615.00	$3,075		$0	$0		$3,075	
	05	SETUP CRAFT with RESPIRATOR	Billable	2/12/2018	5/31/2018		5.00	ea	200.00	$1,000		$0	$0		$1,000	
740.172 Quality Control (Field Cost)			Billable	2/12/2018	5/31/2018											

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	00	QUALITY CONTROL (FIELD COST)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	Soil Testing	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	02	Material Testing	Billable	2/12/2018	5/31/2018		1.00	ls	7,500.00	$7,500		$0		$0	$7,500	
	03	Concrete Testing	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	04	Project Specific Testing (non-start up)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	05	Project Specific Testing (non-start up)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	06	Project Specific Testing (non-start up)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	07	Project Specific Testing (non-start up)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	08	Project Specific Testing (non-start up)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	09	Project Specific Testing (non-start up)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
740.173 Temporary Protection (Field Cost)			Billable	2/12/2018	5/31/2018											
	00	TEMPORARY PROTECTION (FIELD COST)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	Project Signs	Billable	2/12/2018	5/31/2018		1.00	ls	1,000.00	$1,000		$0		$0	$1,000	
	02	Guard Rails	Billable	2/12/2018	5/31/2018			lf		$0		$0		$0	$0	
	03	Debris & Personnel Nets	Billable	2/12/2018	5/31/2018			sf		$0		$0		$0	$0	
	04	Temporary Stairs/Ladders/Covers	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	05	Portable Ventilation Blowers (explosion proof)	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	06	Fire Extinguishers	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	07	Safety Signs/Barracades-Traffic Control	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	08	Scaffolding & Platforms	Billable	2/12/2018	5/31/2018			sf		$0		$0		$0	$0	
740.174 Special Inspections (Field Cost)			Billable	2/12/2018	5/31/2018											
	00	SPECIAL INSPECTIONS (FIELD COST)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
740.175 Temp Environ Controls (Field Cost)			Billable	2/12/2018	5/31/2018											
	00	TEMPORARY ENVIRONMENTAL CONTROLS (FIELD COST)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	Temporary Chain Link Fence	Billable	2/12/2018	5/31/2018			lf		$0		$0		$0	$0	
	02	Dust Barriers	Billable	2/12/2018	5/31/2018			sf		$0		$0		$0	$0	
	03	Noise Barriers	Billable	2/12/2018	5/31/2018			sf		$0		$0		$0	$0	
	04	Pollution Control	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	05	Lighting System	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	06	Dust Control	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
740.175.5 Weather Protection (Field Cost)			Billable	2/12/2018	5/31/2018											
	50	WEATHER PROTECTION (FIELD COST)	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	51	Winter Conditions	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	52	Heating Equipment	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	53	Winter Heat Fuel	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	54	Temp Enclosures	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	55	Ground Covers / Blankets / Ground Thawing	Billable	2/12/2018	5/31/2018		1.00	ls	15,000.00	$15,000		$0		$0	$15,000	
740.177 Hoisting / Staging (Field Cost)			Billable	2/12/2018	5/31/2018											
	00	HOISTING/STAGING (FIELD COST)	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	01	Hoisting Costs	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	02	Staging Costs-Off Site Parking	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
		50 Ton Rough Terrain Crane (ownership)	Billable					mo	21,225.00	$0		$0		$0	$0	
		Use Tax 8.9% on Ownership	Billable					ls		$0		$0		$0	$0	
		50 Ton Rough Terrain Crane (operating)	Billable					hr	70.65	$0		$0		$0	$0	
		Demob 50 Ton Rough Terrain Crane	Billable	2/12/2018	5/31/2018		1.00	EA	4,500.00	$4,500		$0		$0	$4,500	
		65 Ton Rough Terrain Crane (ownership)	Billable	2/12/2018	5/31/2018		3.60	mo	19,654.30	$70,755		$0		$0	$70,755	
		Use Tax 8.9% on Ownership	Billable					ls		$6,297		$0		$0	$6,297	
		65 Ton Rough Terrain Crane (operating)	Billable	2/12/2018	5/31/2018		623.00	hr	57.40	$35,760		$0		$0	$35,760	
		Demob 65 Ton Rough Terrain Crane	Billable	2/12/2018	5/31/2018		0.00	EA	4,500.00	$0		$0		$0	$0	
		Crane Op Subsistence 65 Ton	Billable	2/12/2018	5/31/2018		3.60	mo	800.00	$2,880		$0		$0	$2,880	
		Tower Crane (ownership)	Billable	5/1/2018	5/31/2018		1.00	mo	17,510.00	$17,510		$0		$0	$17,510	
		Use Tax 8.9% on Ownership	Billable					ls		$1,558		$0		$0	$1,558	
		Tower Crane (operating)	Billable	5/1/2018	5/31/2018		177.00	hr	47.80	$8,461		$0		$0	$8,461	
		Mobe Tower Crane	Billable	5/1/2018	5/31/2018			EA		$0		$0		$0	$0	
		Demobe Tower Crane	Billable	5/1/2018	5/31/2018			EA		$0		$0		$0	$0	
		Crawler Crane (ownership)	Billable					mo		$0		$0		$0	$0	
		Use Tax 8.9% on Ownership	Billable					ls		$0		$0		$0	$0	
		Crawler Crane (operating)	Billable					hr		$0		$0		$0	$0	
		Mobe Crawler Crane	Billable					EA		$0		$0		$0	$0	
		Forklift Op Subsistence	Billable	2/12/2018	5/31/2018		3.60	mo	800.00	$2,880		$0		$0	$2,880	

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		Warehouse Forklift	Billable	2/12/2018	5/31/2018		3.60	mo	820.00	$2,952		$0		$0	$2,952	
		Warehouse Forklift	Billable	2/12/2018	5/31/2018		623.00	hr	8.25	$5,140		$0		$0	$5,140	
		9000# Rough Terrain Forklift (ownership)	Billable	2/12/2018	5/31/2018		3.60	mo	4,710.00	$16,956		$0		$0	$16,956	
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$1,509		$0		$0	$1,509	
		9000# Rough Terrain Forklift (operating)	Billable	2/12/2018	5/31/2018		623.00	hr	21.85	$13,613		$0		$0	$13,613	
		Demob 9000# Rough Terrain Forklift	Billable	2/12/2018	5/31/2018			EA	1,600.00	$0		$0		$0	$0	
		15000# Rough Terrain Forklift (ownership)	Billable	2/12/2018	5/31/2018		3.60	mo	7,965.00	$28,674		$0		$0	$28,674	
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$2,552		$0		$0	$2,552	
		15000# Rough Terrain Forklift (operating)	Billable	2/12/2018	5/31/2018		623.00	hr	39.10	$24,359		$0		$0	$24,359	
		Demob 12000# Rough Terrain Forklift	Billable	2/12/2018	5/31/2018			EA	1,600.00	$0		$0		$0	$0	
		Rental Cranes - heavy picks	Billable	2/12/2018	5/31/2018		4.00	DAY	3,540.00	$14,160		$0		$0	$14,160	
		Street Sweeper (ownership)	Billable	2/12/2018	5/31/2018		3.60	mo	6,235.00	$22,446		$0		$0	$22,446	
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$1,998		$0		$0	$1,998	
		Street Sweeper (operating)	Billable	2/12/2018	5/31/2018	38%	236.74	hr	48.15	$11,399		$0		$0	$11,399	
		Water Truck 4,000 Gal (ownership)	Billable	2/12/2018	5/31/2018		3.60	mo	3,446.98	$12,409		$0		$0	$12,409	
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$1,104		$0		$0	$1,104	
		Water Truck 4,000 Gal (operating)	Billable	2/12/2018	5/31/2018	80%	498.40	hr	29.20	$14,553		$0		$0	$14,553	
		Skid steer 10,000 lb. (ownership)	Billable	2/12/2018	5/31/2018		3.60	mo	4,520.00	$16,272		$0		$0	$16,272	
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$1,448		$0		$0	$1,448	
		Skid steer 10,000 lb. (operating)	Billable	2/12/2018	5/31/2018	25%	155.75	hr	17.30	$2,694		$0		$0	$2,694	
		Demob Skid steer 10,000 lb.	Billable	2/12/2018	5/31/2018			EA	1,600.00	$0		$0		$0	$0	
		Light plants (ownership)	Billable	2/12/2018	5/31/2018		3.60	mo	1,575.00	$5,670		$0		$0	$5,670	
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$505		$0		$0	$505	
		Light plants (operating)	Billable	2/12/2018	5/31/2018		623.00	hr	6.05	$3,769		$0		$0	$3,769	
		Misc. mobilizations	Billable	2/12/2018	5/31/2018		12.00	EA	1,600.00	$19,200		$0		$0	$19,200	
		Conex for dry storage	Billable	2/12/2018	5/31/2018	6.00	3.60	mo	200.00	$4,320		$0		$0	$4,320	6 Each
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$384		$0		$0	$384	
		Skip boxes	Billable	2/12/2018	5/31/2018			EA		$0		$0		$0	$0	
		Allied Generator	Billable	2/12/2018	5/31/2018		3.60	mo	200.00	$720		$0		$0	$720	
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$64		$0		$0	$64	
		Doosan P185 Compressor (ownership)	Billable	2/12/2018	5/31/2018		3.60	mo	895.00	$3,222		$0		$0	$3,222	
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$287		$0		$0	$287	
		Doosan P185 Compressor (operating)	Billable	2/12/2018	5/31/2018		623.00	hr	11.50	$7,165		$0		$0	$7,165	
		1999 Well Buildt 520 Gallon Dike Tank	Billable	2/12/2018	5/31/2018		3.60	mo	200.00	$720		$0		$0	$720	
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$64		$0		$0	$64	
		2007 Lincoln Welder	Billable	2/12/2018	5/31/2018		3.60	mo	656.00	$2,362		$0		$0	$2,362	
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$210		$0		$0	$210	
		MQ Diesel Plate Compactor	Billable	2/12/2018	5/31/2018		3.60	mo	2,201.00	$7,924		$0		$0	$7,924	
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$705		$0		$0	$705	
		High Power Pressure Washer	Billable	2/12/2018	5/31/2018		3.60	mo	200.00	$720		$0		$0	$720	
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$64		$0		$0	$64	
		Steel Plates - 3 Each	Billable	2/12/2018	5/31/2018		3.60	mo	450.00	$1,620		$0		$0	$1,620	
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$144		$0		$0	$144	
		Site Transportation and Buggies (Ownership)	Billable	2/12/2018	5/31/2018	4.00	3.60	mo	753.00	$10,843		$0		$0	$10,843	4 Each
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$965		$0		$0	$965	
		Hand tools and rentals	Billable	2/12/2018	5/31/2018		3.60	mo	2,000.00	$7,200		$0		$0	$7,200	
		Survey Equipment and Supplies	Billable	2/12/2018	5/31/2018		15.43	wk	230.95	$3,563		$0		$0	$3,563	
		GPS Equipment for Survey	Billable	2/12/2018	5/31/2018		3.60	mo	833.33	$3,000		$0		$0	$3,000	
		Use Tax 8.9% on Ownership	Billable	2/12/2018	5/31/2018			ls		$267		$0		$0	$267	
		DataVault	Billable	2/12/2018	5/31/2018		2.00	ea	5,500.00	$11,000		$0		$0	$11,000	
		Yearly Crane Inspections and Certification - 2018	Billable	5/1/2018	5/31/2018		3.00	EA	2,500.00	$7,500		$0		$0	$7,500	
		Remobilize Shoring Subcontractor	Billable	2/12/2018	5/31/2018		1.00	LS	15,000.00	$15,000		$0		$0	$15,000	
		CIPO	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
740.178 Fuels & Maintenance (Field Cost)			Billable	2/12/2018	5/31/2018											
	00	FUELS & MAINTENANCE (FIELD COST)	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	01	Fuels - Gas	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	02	Fuels - Diesel	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	03	Maintenance of Equipment	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
740.178.5 Prod/Matl/Equip/Subst's (Field Cost)			Billable	2/12/2018	5/31/2018											

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Phase	Item	Description	Billable?	Start Date 2/12/2018	End Date 5/31/2018	Utilization	Quantity	UOM	NSS Unit Price	NSS Amount	SGC Unit Price	SGC Amount	SGC Unit Price	SGC Amount	TOTAL Amount	Comments
	50	PRODUCTS, MATERIALS, EQUIPMENT AND SUBSTITUTIONS (FIELD COST)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	51	Equipment Unloading	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	52	Equipment Storage	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	53	Off Load Misc Deliveries	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
SubSection 75 - Close-out Costs - As-builts, Punchlist, Demob Activities			Billable	2/12/2018	5/31/2018											
750.150 Demobilization (Closeout)			Billable	2/12/2018	5/31/2018											
	50	DEMOBILIZATION (CLOSEOUT)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
750.159 Temporary Utilities (Closeout)			Billable	2/12/2018	5/31/2018											
	00	TEMPORARY UTILITIES (CLOSEOUT)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	Telephone Line Disconnect & Remove	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	02	Cell Phone Disconnect	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	03	Cable Disconnect & Remove	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	04	Electric Power Supply Line Disconnect & Remove	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	05	Gas Line Disconnect & Remove	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	06	Drinking Water Line Disconnect & Remove	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	07	Construction Water Line Disconnect & Remove	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	08	Sanitary Line Disconnect & Remove	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	09	Fire Protection Disconnect & Remove	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	10	Phone System Tear Down	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	11	LAN System Tear Down	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	12	Access Roads Removal	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
750.153 Site Condition Surveys (Closeout)			Billable	2/12/2018	5/31/2018											
	20	SITE CONDITION SURVEYS (CLOSEOUT)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	21	Final Survey	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	22	As Built Videos	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	23	As Built Photos	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	24	As Built Aerial Photographs	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
750.159 Field Office Equipment (Closeout)			Billable	2/12/2018	5/31/2018											
	00	FIELD OFFICE EQUIPMENT (CLOSEOUT)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	MWH Constructors Office Trailer (Tear Down)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	02	Owners Office Trailer (Tear Down)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	03	Oversight Office Trailer (Tear Down)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	04	Change Room/Lunch Room Trailer (Tear Down)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	05	Supply Trailer/Container (Tear Down)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	06	Tool Shed (Tear Down)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	07	Decon Trailer (Tear Down)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
750.170 Project Closeout (Closeout)			Billable	2/12/2018	5/31/2018											
	00	PROJECT CLOSEOUT (CLOSEOUT)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	Record Drawings	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	02	Punchlists	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	03	Final Cleaning	Billable	2/12/2018	5/31/2018			ea		$0		$0		$0	$0	
	04	Audit Costs	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
		O&M Manual Database	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
750.180 Maintenance (Closeout)			Billable	2/12/2018	5/31/2018											
	00	MAINTENANCE (CLOSEOUT)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	Operations & Maintenance Manual	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
SubSection 76 - Non-billable Costs - Temp Living, Project Differential, Re			Billable	2/12/2018	5/31/2018											
760.999 Travel & Living Expense (Non-Billable)			Billable	2/12/2018	5/31/2018											
	90	TRAVEL & LIVING EXPENSE (NON-BILLABLE)	Billable	2/12/2018	5/31/2018			yr		$0		$0		$0	$0	
	91	Relocation (Non-Billable)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	92	Moving Expenses (Non-Billable)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	93	En route Expenses (Non-Billable)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	94	Other One Time Expenses (Non-Billable)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	95	Living Allowance(Non-Billable)	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	96	Auto Rental(Non-Billable)	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	97	Motel & Hotel(Non-Billable)	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
	98	Airline(Non-Billable)	Billable	2/12/2018	5/31/2018			trip		$0		$0		$0	$0	
	99	Travel Expenses(Non-Billable)	Billable	2/12/2018	5/31/2018			mo		$0		$0		$0	$0	
760.999 Misc Charges (Non-Billable)			Billable	2/12/2018	5/31/2018											

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Phase	Item	Description	Billable?	Start Date 2/12/2018	End Date 5/31/2018	Utilization	Quantity	UOM	NSS Unit Price	NSS Amount	SGC Unit Price	SGC Amount	SGC Unit Price	SGC Amount	TOTAL Amount	Comments
	90	MISC CHARGES (NON-BILLABLE)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	91	Monthly Liability Insurance Charge (Non-Billable)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	92	Temp Living	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	93	Project Differential	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	94	Recruiting	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
SubSection 77 - Special Taxing Requirements - Misc. Costs / Special Tax			Billable	2/12/2018	5/31/2018											
770.001 Taxes (Misc Cost)			Billable	2/12/2018	5/31/2018											
	00	TAXES (MISC COST)	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	01	Gross Receipts Tax	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	02	Owner Tax	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
	03	Wage Tax	Billable	2/12/2018	5/31/2018			ls		$0		$0		$0	$0	
		BILLABLE EXPENSE SUBTOTALS								$874,870		$59,227		$131,588	$1,065,685	
		NON-BILLABLE EXPENSE SUBTOTALS								$0		$0		$0	$0	
		TOTAL EXPENSE COSTS BEFORE SALES TAX								$874,870		$59,227		$131,588	$1,065,685	

City of Spokane
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Manhour Bar Chart
Rev No.: 0
Project Date Range
Start Date: 12/1/2017
End Date: 8/31/2020
Months

Labor Type	Staff Name	Start Date	End Date	Duration	Utilization
Project Executive	Michael Haarmann	2/12/2018	5/31/2018	108	20%
Project Executive / Client Service Manager #2	Scott Bernhard	2/12/2018	5/31/2018	108	80%
Project Manager	Andrew Pharis	2/12/2018	5/31/2018	108	100%
Superintendent	Billy Moore	2/12/2018	5/31/2018	108	100%
Senior Project Engineer	Temp - Brian	2/12/2018	5/31/2018	108	100%
Project Engineer	Temp - Brian	2/12/2018	5/31/2018	108	100%
Project Administration	Jodi	2/12/2018	5/31/2018	108	100%
Construction Manager	Jeff Wall	2/12/2018	5/31/2018	108	100%
Construction Coordinator	Charles Randolph	2/12/2018	5/31/2018	108	100%
Safety Manager	Rick Goff	2/12/2018	5/31/2018	108	100%
Safety Director	Jeremy Lawson	2/12/2018	5/31/2018	108	18%
Safety Supervisor	Eric Brothers	2/12/2018	5/31/2018	108	100%
Project Engineer - Civil / Mechanical	Malcolm Long	2/12/2018	5/31/2018	108	100%
Chief Field Engineer	Josh Erickson	2/12/2018	5/31/2018	108	100%
BIM Modeler	David Landrus	2/12/2018	5/31/2018	108	100%
Superintendent - Neg. Self Perform Work General	Rick Blankenship	2/12/2018	5/31/2018	108	100%
Electrical - I & C Manager	Ron Brossart	2/12/2018	5/31/2018	108	40%
Electrical - I & C Quality Manager	B&E Foreman	2/12/2018	5/31/2018	108	60%
Project Controls Onsite	Alicia Silvas Porter	2/12/2018	5/31/2018	108	100%
Cost Engineer	TBD	2/12/2018	5/31/2018	108	100%
Master Scheduler	Katherine Caballer	2/12/2018	5/31/2018	108	7%
Scheduler	Sara Salame	2/12/2018	5/31/2018	108	100%
Apprentice / Certified Payroll / Business Manager	Sara Martin	2/12/2018	5/31/2018	108	40%
Quality Control Manager	Kelly Stenlund	2/12/2018	5/31/2018	108	100%
Commissioning & Startup Manager	Rick Campbell	2/12/2018	5/31/2018	108	20%
Subcontracts Manager	Kathy Sweetland	2/12/2018	5/31/2018	108	20%
Project Accounting	Loretta Lee	2/12/2018	5/31/2018	108	15%
Intern 2018	TBD	5/14/2018	5/31/2018	17	100%
65 Ton Rough Terrain Operator	Craft	2/12/2018	5/31/2018	108	100%
Tower Crane Operator	Craft	5/1/2018	5/31/2018	30	100%
9000 lb Forklift Operator	Craft	2/12/2018	5/31/2018	108	100%
15000 lb Forklift Operator	Craft	2/12/2018	5/31/2018	108	100%
Skidsteer / Water Truck / Street Sweeper Operator	Craft	2/12/2018	5/31/2018	108	100%
General Laborer	Craft	2/12/2018	5/31/2018	108	100%
0-Jan-00		12/1/2017	1/1/2018	31	100%

Overtime Percent for NSS Craft

	February	March	April	May
Overtime Projected - 5 - 10 hr days (10 hrs OT per week)	0.0	0.0	43.3	43.3
Weekends - April Saturdays for Shoring Install (10 hrs OT for Saturdays)	0.0	0.0	43.3	0.0

Total OT Hours (Feb 12 - May 31)	129.90
Avg OT Hours per week for the 16 week period	8.12
% OT Avg for the Period	**20.30%**

Risk Allocation

	GC/CM Risk Items (GC/CM Contingency)	Owner Risk Items (Owner Contingency)	Owner Allowances		Item type
1	Craft Labor Shortage	Labor shortage due to Force Majeure Events.			
2	Craft Labor Quality - loss of productivity and other issues that come with training employees.	Labor shortage due to Force Majeure Events.			
4		CH2M design changes (DCN's) and CH2M document control. Examples include but are not limited to future DCN's and changes in conformed documents not identified in DCN's.	Future DCN's for EOP 1 and EOP 3	$ 15,000	4
5	Faulty work by Phase 1 contractors. Examples include but are not limited to incorrectly located yard pipe for contractor tie-ins.				
6	Force Majeure Events causing aggregate damage <$50,000 covering the deductible.	Force Majeure Events causing aggregate damage > $50,000 covers the deductible			
7		Unanticipated, abnormal weather.			
8	Repair and/or replacement of damaged or defective work.	Repair and/or replacement of damaged or defective work caused by Owner.			
9	GC/CM Schedule Delays.	COS delays and design change impacts.			
10		SCADA impacts on schedule and cost.			
11	Commissioning and start-up performance issues related to equipment not meeting required design specification.	Commissioning, start-up, and operation performance issues related to design.			
12	Normal material escalation.	Escalation due to Force Majeure Events.			
13	Normal labor escalation.	Escalation due to Force Majeure Events.			
14	Normal P-package escalation.	Escalation due to Force Majeure Events.			
15	Normal S-package escalation.	Escalation due to Force Majeure Events.			
16	Subcontractor or supplier defaults.	Subcontractor or supplier defaults due to Force Majeure Events.			
17		Native soils not acceptable for embankment and backfill operations requiring import materials.			
18		Building/Existing Facility Settlement, which occurs due to condition beyond reasonable preventative measures and/or appropriate Best Management Practices.			
19		Material shortages due to strikes, embargos, hurricanes, flooding, or other Force Majeure events.			
20		Differing site condition from design documents including but not limited to underground and above ground conditions, existing facilities, etc.			
21		Utility conflicts.			

	GC/CM Risk Items (GC/CM Contingency)	Owner Risk Items (Owner Contingency)	Owner Allowances		Item type
22			Impacts associated with encountering unknown / unidentified underground utilities not shown.	$ 10,000	1
23		Changed site conditions inside buildings.			
24		Required repair of existing facilities not identified in the contract documents. Examples include but are not limited to leaking valves, gates or inoperable valves and gates.			
25		Existing conditions are not code compliant or are in disrepair and need rectification. Examples include but are not limited to Electrical installations, seismic code, plumbing, structural, ADA, etc.			
26		Project delays beyond reasonable control of GC/CM.			
27		Any work associated with preserving, modifying, or addressing environmental conditions. Examples include but are not limited to wetlands conservation, shoreline repairs, tree plantings, etc.			
		Repercussions from direct dewatering discharge into the Spokane river.			
28		Hazardous Environmental Conditions.			
29		Repaving and repair of ALW Parkway.			
30		Salvage and storage beyond what is identified in the specifications.			
31		Cost of independent auditors as may be requested by COS.			
32		Corrosion protection.			
33		Asbestos or lead pipe.			
		Contaminated soils.			
34		Impacts due to tribal monitoring of excavations.			
35		Differing site conditions due to archeological conditions.			
36		Additional warranty period and warranty work beyond substantial completion.			
37		Overtime for COS and CH2M.			
38		Additional Builder's Risk / Insurance Coverage.			
39		See List of Clarifications and Exclusions			
40		Insufficient quantity of rip rap for bank armoring.			
41	Tower crane foundation design changes.	Soils different from geotechnical report.			

	GC/CM Risk Items (GC/CM Contingency)	Owner Risk Items (Owner Contingency)	Owner Allowances		Item type
42		Ground water and dewatering.	GCCM assumes ground water will be 1' or more below the bottom of the excavation at the time we complete our excavation and through the placement of the ballast slab. We have not included monies for lowering the ground water table. This estimated allowance covers isolated pockets of dewatering, seepage, storm runoff, soil stabilization, and other ground improvements. Or to demob/remob or standby equipment time as necessary to avoid groundwater.	$ 574,418	1
43			Boulders (Rocks bigger than the excavator bucket). Including obstructions for drilling pile, wells, tiebacks, excavation, hoe ramming, boulder size reduction, etc.	$ 100,000	1
44			Ground conditions (pumping) requiring over excavation and additional rock.	$ 50,000	1
45					
46					
47					
48					

Total Allowances $ 749,418

Allowance Item type	Description	Allowance Budget
1	Unknown / Changed Conditions	$ 734,418
2	Additional Labor	$ -
3	Plant Operations Coordination	$ -
4	Additional Plant Upgrades / Design Changes	$ 15,000
5	East End Access Road and Armoring	$ -

$ 749,418

Clarifications and Assumptions

1	Scope of work includes work identified on the drawings, specifications, and details identified on "Conformed Details Package Index", "Conformed Drawing Package Index", and "Conformed Specification Package Index."
2	The General Conditions (GC's) are duration based and run no later than May 31, 2018. The GC's included the Specified General Conditions (SGC) and Negotiated Support Services (NSS). Additional GC cost beyond May 31, 2018 will be priced in future GMP's.
3	GMP 5 SGC and NSS support both Phase 1 and Phase 2.
4	Labor rates for staff and craft are included at the 2.14 multiplier on raw rates as agreed in the memorandum for record dated May 8, 2017.
5	Equipment rates are included at 100% Rental Rate Blue Book by Data Quest, San Jose, California
6	State of Washington Sales Tax is excluded and the responsibility of City of Spokane.
7	This GMP excludes the cost of electricity and water (potable and non-potable) which are to be provided by the Owner at no cost to GC/CM.
8	This GMP excludes all chemicals for startup, testing, and operation.
9	This GMP excludes all utility hook-up, meters and fees.
10	This GMP excludes subcontractor bid document reproduction.
11	This GMP excludes building permit fees.
12	This GMP excludes third party/special inspections per International Building Code (IBC) and an on site testing laboratory and associated testing services.
13	This GMP excludes off-site parking and/or off-site transportation fees for craft workers.
14	This GMP excludes supply of the main GC/CM construction trailers which are to be provided by the Owner at no cost to GC/CM.
15	GC/CM assumed all utilities are shown and are a reasonable representation of existing conditions.
16	It is assumed all existing valves and gates do not leak beyond allowable leakage and operate.
17	It is assumed the excavation can be constructed as shown in the documents. It is further assumed the excavation as shown will not impact or damage any existing structure or require additional shoring.
18	No rerouting of utilities have been included unless shown on the contract documents.
19	No crack injection has been included for existing facilities.
20	No cost has been included for hazardous environmental conditions.
21	No geotechnical investigation has been included.
22	No monies have been included for Washington non-residential energy code review
23	No costs have been included for audits of any kind.
24	No vibration monitoring is included in this GMP 5 as there is no vibrating of the pile. If requested or required it will be submitted in a future GMP.
25	This GMP excludes all Electrical and Instrumentation Procurement including but not limited to specification sections: 26 05 04.01; 26 09 13.01; 26 11 16.01; 26 13 16.01.01; 26 23 00.01; 40 91 00.01. Drawings include but are not limited to G-I-101A; G-I-102A; G-E-101A; G-E-102A; G-E-603A; MF-E-601A; MF-E-602A.
26	The GMP includes only concrete and rebar for the structural slab and ballast slab for the Membrane Building only at elevation 1680 (top of slab).
27	This GMP includes only the purchase of the two drum screens shown on the P&ID and included bid package. All pipe, fittings, supports, instruments, electrical hookups, control etc. will be in a future GMP. The installation including unloading, handling, storage, installation, startup, etc. will be in a future GMP.
28	The GC/CM has not included money for a 1200 Amp 480 volt panel and transformer and 400 Amp 120/208 volt panel. The GC/CM intends to use salvaged panels and transformers from the pilot building.

29	No monies have been included for the Tower Crane foundation removal.
30	No monies have been included for the removal of the shoring pile, tiebacks, and CLSM associated with the temporary shoring system.
31	No monies have been included for screening excavated material. Only rocks larger than 12" will be removed. If screening material is required for backfill it will be in a subsequent GMP with the backfill of the structure.
32	All excavated material is to remain onsite. To date the GC/CM has encountered a lot of boulders and a boulder stockpile may remain at the end of the project.
33	Spec 03 21 00 Reinforcing Steel 3.02 A. "Bundle or space bars, instead of field bending where construction access through reinforcing is necessary." The GC/CM understands we can change the spacing in select locations to allow access into the structure as long as the same number of bars are in the wall.
34	The GC/CM has assumed the project is a balanced site regarding earthwork quantities.
35	The sump shown in EOP 3 will be constructed in a different manner than shown on the construction documents. Open cut an excavation for the sump Set a CMP culvert Place tremie concrete around the culvert Place tremie plug in the bottom of the culvert Place a structural slab in the bottom of the culvert Place rebar and an inside form for the sump walls. The CMP will be the outside form of the walls.
36	Excavated material to be stock piled 10 feet back from the top of riprap slope with no additional geofabric required.
37	Only an allowance of $100,000 has been included for boulders (Rocks bigger than the excavator bucket). Including obstructions for drilling pile, wells, tiebacks, excavation, hoe ramming, boulder size reduction, etc.
38	The GC/CM has included a 3" concrete rat slab below the ballast concrete.
39	The GC/CM will move the plumbing risers to allow for construction of the columns.
40	This GMP includes only the Work defined in this GMP. Additional work required by the design documents shall be included in other GMPs.

Riverside Park Water Reclamation Facility
NLT Project - Phase 2 Early Out Package (EOP) No.1 and No. 3
Volume 1 - Specifications
GMP #5

Specification Number	Specification Title	EOP No. 1 05-25-2017 & 05-31-2017 (FFC) Digital Signed	GMP5_DCN001 10-16-2017 Digital Signed	EOP No. 3 11-17-2017 (FFC) Digital Signed
01 11 00.01	Summary of Work for Early Out Package	X		
01 11 00.03	Summary of Work for Early Out Package 3			X
01 12 16.13.01	Construction Sequencing and Constraints for Early Out Package	X		X
01 29 00	Payment Procedures	X		X
01 31 13	Project Coordination	X		X
01 31 13-Supplement	Supplement: Construction Impact on Plant Operations	X		X
01 31 19	Project Meetings	X		X
01 32 00	Construction Progress Documentation	X	X	X
01 33 00	Submittal Procedures	X		X
01 33 00-Supplement	Supplement: Transmittal of Contractor's Submittal	X		X
01 42 13	Abbreviations and Acronyms	X		X
01 43 33	Manufacturers' Field Services	X		X
01 43 33-Supplement	Supplement: Manufacturer's Certificate of Proper Installatior	X		X
01 45 16.13	Contractor Quality Control	X		X
01 45 33.03	Special Inspection, Observation, and Testing for Early Out Package 3			X
01 45 33.03-Supplement	Supplement: Contractor's Statement of Responsibility			X
01 46 00	Structure Monitoring	X		
01 50 00	Temporary Facilities and Controls	X		X
01 57 13	Temporary Erosion and Sediment Control	X		X
01 61 00	Common Product Requirements	X		X
01 61 00-Supplement	Supplement: Manufacturer's Certificate of Compliance	X		X
01 61 00-Supplement	Supplement: Project Site Design Criteria	X		X
01 64 00	Owner-Furnished Products	X		
01 77 00	Closeout Procedures	X		X
01 78 23	Operation and Maintenance Data	X		X
01 78 23-Supplement	Supplement: Maintenance Summary Form	X		X
01 78 23-Supplement	Supplement: Plant Maintenance Procedure (PMP) Example Format	X		X
01 78 24	Electronic O&M Data and Document Collection	X		X
01 78 24-Supplement	Supplement: O&M Data Sequences and Responsibilities	X		X
02 41 05	Excavation Demolition	X		
03 01 32.03	Repair of Vertical and Overhead Concrete Surfaces for Early Out Package 3			X
03 01 33.03	Repair of Horizontal Concrete Surfaces for Early Out Package 3			X
03 10 00.03	Concrete Forming and Accessories for Early Out Package 3			X
03 15 00.03	Concrete Joints and Accessories for Early Out Package 3			X
03 21 00.03	Reinforcing Steel for Early Out Package 3			X
03 30 00.03	Cast-in-Place Concrete for Early Out Package 3			X
03 30 00.03-Supplement	Concrete Mix Design, Class 5000F3S1P2C2			X
03 30 00.03-Supplement	Concrete Mix Design, Class 4500F1S1P0C1			X
03 30 00.03-Supplement	Concrete Mix Design, Class CF00F1S1P0C1			X
03 30 00.03-Supplement	Concrete Mix Design, Class 4500F3S1P1C2			X
03 30 00.03-Supplement	Concrete Mix Design, Class BL00F1S1P0C1			X
03 39 00.03	Concrete Curing for Early Out Package 3			X
03 64 23.03	Crack Repair Epoxy Injection Grouting for Early Out Package 3			X
05 53 00	Metal Gratings			X
07 92 00.03	Joint Sealants for Early Out Package 3			X
22 10 01.03	Plumbing Piping and Accessories for Early Out Package 3			X
22 10 01.13.03	Cast Iron Soil Pipe (CISP) and Fittings Data Sheet for Early Out Package 3			X
22 40 00.03	Plumbing Fixtures for Early Out Package 3			X
26 05 04.01	Basic Electrical Materials and Methods for Early Out Package	Excluded		
26 09 13.01	Power Measurement and Control for Early Out Package	Excluded		
26 11 16.01	Secondary Unit Substations for Early Out Package	Excluded		
26 13 16.01.01	Metal-Enclosed Switchgear for Early Out Package	Excluded		

Riverside Park Water Reclamation Facility
NLT Project - Phase 2 Early Out Package (EOP) No.1 and No. 3
Volume 1 - Specifications
GMP #5

Specification Number	Specification Title	EOP No. 1 05-25-2017 & 05-31-2017 (FFC) Digital Signed	GMP5_DCN001 10-16-2017 Digital Signed	EOP No. 3 11 17-2017 (FFC) Digital Signed
26 23 00.01	Low-Voltage Switchgear for Early Out Package	Excluded		
31 10 00	Site Clearing	X		
31 23 13.03	Subgrade Preparation for Early Out Package 3			X
31 23 16	Excavation	X		
31 23 19.01	Dewatering	X		X
31 23 23.03	Fill and Backfill for Early Out Package 3			X
31 41 00	Shoring	X		
40 91 00.01 .	Instrumentation and Control Components for Early Out Package	X		
46 21 33	Fine Drum Screens	Superceded by DCN 001 to GMP 5	X	

Riverside Park Water Reclamation Facility
NLT Project - Phase 2 Early Out Package (EOP) No.1 and No. 3
Volume 2 - Drawings
GMP #5

Drawing Number	Drawing Title	EOP No. 1 05-30-2017 (FFC) Digital Signed	GMP5_DCN001 10-18-2017 Digital Signed	EOP No. 3 11-17-2017 (FFC) Digital Signed
	GENERAL SHEETS			
G-G-001A	COVER SHEET AND VICINITY MAP	X		
G-G-001C	COVER SHEET AND VICINITY MAP			X
G-G-002A	INDEX TO DRAWINGS	X	X	
G-G-002C	INDEX TO DRAWINGS			X
G-G-101A	GENERAL LEGEND	X		
G-G-101C	GENERAL LEGEND			X
G-G-102A	ABBREVIATIONS - SHEET 1	X		
G-G-102C	ABBREVIATIONS - SHEET 1			X
G-G-103A	ABBREVIATIONS - SHEET 2	X		
G-G-103C	ABBREVIATIONS - SHEET 2			X
G-G-104C	ABBREVIATIONS - SHEET 3			X
G-I-101 I	INSTRUMENTATION AND CONTROL LEGEND SHEET 1	Excluded		
G-I-102 I	INSTRUMENTATION AND CONTROL LEGEND SHEET 2	Excluded		
G-C-101A	CIVIL LEGEND	X		
G-C-101C	CIVIL LEGEND			X
G-C-102A	100 YEAR FLOOD ELEVATION MAP	Superceded by DCN 001 to GMP 5	X	
G-C-102C	100 YEAR FLOOD ELEVATION MAP			X
G-CC-101A	CONSTRUCTION CONSTRAINTS	Superceded by DCN 001 to GMP 5	X	
G-CC-101C	CONSTRUCTION CONSTRAINTS			X
G-S-101C	STRUCTURAL NOTES AND DESIGN CRITERIA - SHEET 1			X
G-S-102C	STRUCTURAL NOTES AND DESIGN CRITERIA - SHEET 2			X
G-S-103C	STRUCTURAL NOTES AND DESIGN CRITERIA - SHEET 2			X
G-S-104C	STATEMENT OF SPECIAL INSPECTION, OBSERVATION, AND TESTING PLAN - SHEET 1			X
G-S-105C	STATEMENT OF SPECIAL INSPECTION, OBSERVATION, AND TESTING PLAN - SHEET 2			X
G-P-101C	PLUBMING LEGEND			X
G-E-101A	ELECTRICAL LEGEND - SHEET 1	Excluded		
G-E-102A	ELECTRICAL LEGEND - SHEET 2	Excluded		
G-E-603A	OVERALL ONE-LINE DIAGRAM	Excluded		
	INSTRUMENTATION AND CONTROL LEGEND			
MF-I-004A	P&ID - DRUM SCREEN NO. 1	X		
MF-I-005A	P&ID - DRUM SCREEN NO. 2	Superceded by DCN 001 to GMP 5	X	

Drawing Number	Drawing Title	EOP No. 1 05-30-2017 (FFC) Digital Signed	GMP5_DCN001 10-18-2017 Digital Signed	EOP No. 3 11-17-2017 (FFC) Digital Signed
MF-I-006A	P&ID - DRUM SCREEN NO. 3	Superceded by DCN 001 to GMP 5	X	
	SITE WIDE			
CIVIL				
S-C-100A	OVERALL PLAN	Superceded by DCN 001 to GMP 5	X	
S-CE-100A	EROSION CONTROL PLAN	Superceded by DCN 001 to GMP 5	X	
S-CE-100C	EROSION CONTROL PLAN			X
S-CE-501A	EROSION CONTROL DETAILS	X		
S-CE-501C	OVERALL EROSION CONTROL DETAILS			X
S-CD-109A	DEMOLITION PLAN - AREA 109	X		
S-CD-110A	DEMOLITION PLAN - AREA 110	Superceded by DCN 001 to GMP 5	X	
S-CD-111A	DEMOLITION PLAN - AREA 111	X		
S-CD-112A	DEMOLITION PLAN - AREA 112	X		
S-CX-109A	EXCAVATION PLAN - AREA 109	Superceded by DCN 001 to GMP 5	X	
S-CX-110A	EXCAVATION PLAN - AREA 110	Superceded by DCN 001 to GMP 5	X	
S-CX-111A	EXCAVATION PLAN - AREA 111	Superceded by DCN 001 to GMP 5	X	
S-CX-112A	EXCAVATION PLAN - AREA 112	Superceded by DCN 001 to GMP 5	X	
S-CX-201A	EXCAVATION SECTIONS	Superceded by DCN 001 to GMP 5	X	
S-CX-202A	EXCAVATION SECTIONS	Superceded by DCN 001 to GMP 5	X	
S-CX-501A	DETAILS	X		
	MEMBRANE FILTRATION BUILDING			
STRUCTURAL				

Riverside Park Water Reclamation Facility
NLT Project - Phase 2 Early Out Package (EOP) No.1 and No. 3
Volume 2 - Drawings
GMP #5

Drawing Number	Drawing Title	EOP No. 1 05-30-2017 (FFC) Digital Signed	GMP5_DCN001 10-18-2017 Digital Signed	EOP No. 3 11-17-2017 (FFC) Digital Signed
MF-S-130C	BASEMENT LEVEL FLOOR PLAN - OVERALL			X
MF-S-131C	BASEMENT LEVEL FLOOR PLAN - AREA A			X
MF-S-132C	BASEMENT LEVEL FLOOR PLAN - AREA B			X
MF-S-133C	BASEMENT LEVEL FLOOR PLAN - AREA C			X
MF-S-134C	BASEMENT LEVEL FLOOR PLAN - AREA D			X
MF-S-135C	BASEMENT LEVEL FLOOR PLAN - AREA E			X
MF-S-136C	BASEMENT LEVEL FLOOR PLAN - AREA F			X
MF-S-137C	BASEMENT LEVEL FLOOR PLAN - AREA G	Superceded by DCN 001 to GMP 5		X
MF-S-201C	SECTIONS			X
MF-S-202C	SECTIONS			X
MF-S-501C	CONCRETE REINFORCING DETAILS			X
MF-S-502C	CONCRETE REINFORCING DETAILS			X
MF-S-503C	DETAIL			X
MF-S-504C	DETAILS			X
PLUMBING				
MF-P-130C	BASEMENT LEVEL FLOOR PLAN - OVERALL			X
MF-P-133C	BASEMENT LEVEL FLOOR PLAN - AREA C			X
MF-P-134C	BASEMENT LEVEL FLOOR PLAN - AREA D			X
MF-P-135C	BASEMENT LEVEL FLOOR PLAN - AREA E			X
MF-P-136C	BASEMENT LEVEL FLOOR PLAN - AREA F			X
ELECTRICAL				
MF-E-601A	ONE-LINE DIAGRAM (MSB-PC-12)	Exluded		
MF-E-602A	ONE-LINE DIAGRAM (MSB-PC-13)	Exluded		

Riverside Park Water Reclamation Facility
NLT Project - Phase 2 Early Out Package (EOP) No.1 and No. 3
Volume 3 - Details
GMP #5

Detail Number	Detail Title	EOP No. 1 05-25-2017 & 05-31-2017 (FFC) Digital Signed	GMP5_DCN001 10-16-2017 Digital Signed	EOP No. 3 11-17-2017 (FFC) Digital Signed
SERIES 0300				
0315-001	PLATIC WATERSTOP			X
0315-011	WATERSTOP JOINTS			X
0315-133	CONCRETE PLACEMENT SEQUENCE			X
0315-142	SLAB CONSTRUCTION JOINT			X
0315-154	WALL BASE CONSTRUCTION JOINT			X
0330-001	OPENING REINFORCING			X
0330-002	OPENING REINFORCEMENT			X
0330-082	FLOOR DRAIN			X
SERIES 2200				
2213-102	HUB DRAIN			X
SERIES 4000				
4027-607	WALL PIPE PENETRATION SEAL			X

TAB 3 – Subcontractor Bid Packages

BID FORM

Subject: Invitation to Bid
Project: Riverside Park WRF
RFP: S-50 Furnish and Install Rebar Package

The undersigned, having carefully examined the Bid Documents and the site of the proposed Work, and being familiar with existing conditions and obstacles and conditions under which the Work is to be performed, hereby offers and agrees to furnish all labor, materials, and services necessary to execute the proposed Work in accordance with the Bid Documents, as follows. All pricing is firm, fixed for the Work as proposed and is inclusive of Payment and Performance Bonds and all applicable Washington State and local taxes.

TAXES:
All taxes imposed by law are included in the prices, except to the extent of any tax exemption provided with this RFP.

PERFORMANCE AND PAYMENT BONDS:
The undersigned agrees to furnish the required Performance and Payment bonds if awarded the work. Such bonds will be provided by the following:

Name of Surety Company: Merchants Bonding Company
Telephone Number of Surety Company: (800) 678-8171
Name of Surety Agent: Charla Boadle, Inland Insurance, Inc.
Bond Rate: $9.00/$1,000 (first $500,000); $6.30/$1,000 (next $2,000,000)

OPTIONAL PRICING:
The undersigned agrees to the following additions to or deductions from the Base Bid Sum if the Options itemized below are accepted. It is understood that these Options are Contractor defined alternates to the Base Bid Sum and may be exercised by Contractor at its sole discretion. Other alternates offered by the Bidder, if any, are set forth in the "Alternates" section.

Option Number	Description	USD Add/(Deduct)
N/A	N/A	N/A

PRICING FOR CHANGES TO THE WORK:
Should extra work or changes to the Scope of Work be required, such changes will be priced and performed as set forth in the Bid Documents made a part of the RFP. Changes to be performed on a Unit Price or Time and Material basis will be priced in accordance with the following attachments:

- Labor Rates
- Equipment Rates

ACCEPTANCE OF BID:
If written notice of acceptance of this Bid is received within 90 days after the Date of Signature of this Bid the undersigned will sign the Subcontract Agreement, and will then deliver to Contractor that document, the certificates of insurance, and the required Performance and Payment Bonds, all within seven (7) days after receipt of the Subcontract Agreement from Contractor.

COMMENCEMENT AND COMPLETION OF WORK:
If this Bid is accepted and Agreement is awarded, the undersigned agrees to promptly commence the Work by the milestone dates specified in the Scope of Work attached herein.

ADDENDA:
We acknowledge receipt of the following Addenda to the RFP and have included the associated costs in the Lump Sum Base Bid Price and all other prices set forth in this Bid as applicable:

Addendum No. 01 Dated November 20, 2017

Addendum No. N/A Dated N/A

Addendum No. N/A Dated N/A

ALTERNATES:

1. The following Alternates offered by Bidder in addition to the Base Bid. Decision to include or not include Alternate(s) in Work resides with Contractor.

2. If Contractor elects to include any Alternate in the Work, acceptance of the Alternate will be stated in the Subcontract Agreement or by Change Order, whichever is appropriate.

3. The undersigned agrees to the following additions to or deductions from the Base Bid Price if the Alternates itemized below are accepted:

Alternates List *(If no alternates are offered state "None")*

Alternate Number	Description	USD Add/(Deduct)
N/A	N/A	N/A

EXCEPTIONS TO BIDDING DOCUMENTS

Listed below are exceptions to the Bid Documents. NOTE THAT EXCEPTIONS MAY BE CAUSE FOR BID REJECTION. If no exceptions to the Bid Documents are proposed, state "NONE".

Technical Exceptions:

The following items are excluded from our scope of work:

1. Sales, Use and Excise Taxes.
2. Survey. Templates, lines, elevation & grade by others.
3. Welding, drilling & grouting.
4. Testing & inspection, other than mill test reports.
5. Bar caps or covering of dowels for fall protection.

Commercial Exceptions:

ATTACHMENTS:

The following required documents must be submitted by Bidder. Incomplete bids will be considered unresponsive:

- Attachment 1 Bid Schedule
- Attachment 2 Sub-Subcontractors and Major Material Suppliers
- Attachment 3 Sub-Tier Subcontractor Safety Information
- Attachment 4 Labor and Equipment Rates
- Attachment 5 Bid Bond Form
- Attachment 6 Letter from Surety committing to furnish P&P Bonds

Other attachments as follows

a. N/A
b.
c.

BIDDER ORGANIZATION:
The undersigned is organized as a (X) corporation, ( ) partnership, ( ) individual, ( ) sole proprietorship, ( ) joint venture, ( ) other _____ in the State of Washington

FEDERAL IDENTIFICATION NUMBER: 91-1255722

BIDDER'S UBI NUMBER: 600 536 137 **EXPIRATION DATE:** 05/31/18

STATE EXCISE TAX REGISTRATION NO: 600 536 137 **EXPIRATION DATE:** 05/31/18

BIDDERS CONTRACTOR'S LICENSE NO: TRISTRI161M7 **EXPIRATION DATE:** 02/12/18

BIDDER'S SPOKANE BUSINESS LICENSE NUMBER: 600536137 **EXPIRATION DATE:** 05/31/18

AUTHORIZATION:

Tri States Rebar, Inc.
(Name of Bidder)

7208 E. Indiana Avenue
Spokane, WA 99212
(P. O. Box, City, State, Zip)

7208 E. Indiana Avenue
Spokane, WA 99212
(Street, City, State, Zip)

Jeff Ilenstine
(Name of Authorized Person)

President
(Title of Authorized Person)

(Signature of Authorized Person)

11/28/17
(Date)

ATTACHMENT 1 BID SCHEDULE
S-50 Furnish and Install Rebar Package

(Return with the Bid)

Bid Item	Item Description	Quantity /Unit	Item Cost
1	NLT Slab & Wall dowels (Supply Only)	Lump Sum	$ 381,285.00
2	NLT Slab & Wall dowels (Install Only)	Lump Sum	$ 220,972.00
3	Balance of Plant (projected) – SUPPLY ONLY NLT Walls & Suspended Deck (Cost based on listed Qty.)	750/Tons	$ 720,000.00
4	Balance of Plant (projected) – INSTALL ONLY NLT Walls & Suspended Deck (Cost based on listed Qty.)	750/Tons	$ 405,000.00
5	Bond	Lump Sum	$ 12,295.00
		Total Price - Lump Sum	$ 1,739,552.00
	NOTE: References to specific drawings above is for purposes of the bid form only and is not intended to limit S-50 Subcontractor's scope of work. Initial Subcontract will only be written for Bid Items 1 & 2. Bid Items 3 & 4 will be added by Change Order once design is complete.		
	For potential Change Order Work on Bid Items 1 thru 4:		**Unit Rate**
6	NLT Slab & Wall dowels (Supply/Install Unit Rate)	Ton	$ 1,500.00
7	NLT Walls & Suspended Deck (Supply/Install Unit Rate)	Ton	$ 1,500.00

ATTACHMENT 2
SUB-SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS

(Return with the Bid)

1. Sub-Subcontractors: Listed below are Sub-Subcontractors for this Work, type of work to be performed, and the dollar amount of their contract. Bidder agrees Contractor reserves the right to review and approve proposed Sub-Subcontractors prior to award of Subcontract Agreement.

Sub

Sub-Subcontractor Name	Type of Work	Amount	% Utilization
	None		

2. Major Material Suppliers: Listed below are major material suppliers proposed for this Work, type of goods, and the dollar amount of their contract. Bidder agrees Contractor reserves the right to review and approve proposed major material suppliers prior to award of Subcontract Agreement.

Supplier	Type of Goods	Amount	% Utilization
Cascade Steel	Rebar	$760,725.00	90%
CMC Rebar	Rebar	$42,260.00	5%
Nucor Steel	Rebar	$42,460.00	5%

ATTACHMENT 3
SUBCONTRACTOR SAFETY PERFORMANCE STATEMENT

(Return with the Bid)

Subcontractor: Tri States Rebar, Inc. **RFP No:** S-50 (F & I Rebar)

Contractor is committed to providing a safe and healthy working environment. Contractor's safety program is developed with the understanding that OHSA regulations are considered minimum standards. Subcontractor and sub-subcontractor (all tiers) are required to have above average safety performance statistics. Specifically require are EMR ratings of 1.0 or lower for last three years, OSHA Recordable Incident Rate <= 4.0, Days Away Case Rate <= 0.8, and Zero (0) Fatalities in last 12 months

If Subcontractor or/and its sub-tier subcontractors do not meet safety performance statistics specified above, Subcontractor is required to submit a written Corrective Action Plan (CAP) detailing how it will improve its safety record, which must be accepted by the Contractor and/or Owner prior to award of any agreement. Subcontractor is required to disclose the following safety performance statistics, verify accuracy of its proposed sub-tier subcontractor's safety statistics, and to ensure its sub-tier subcontractors can meet the required safety criteria.

SUBCONTRACTOR: Tri States Rebar, Inc.

EMR Rate – 3 years	2015 .60	2014 .60	2013 .7294
OSHA Recordable Incident Rate	12.04	14.27	18.46
Days Away Case Rate	1.565	0	0
Fatalities in last 12 Months	0	0	0

SUB-TIER SUBCONTRACTOR:

EMR Rate – 3 years	2015	2014	2013
OSHA Recordable Incident Rate			
Days Away Case Rate		N/A	
Fatalities in last 12 Months			

SUB-TIER SUBCONTRACTOR:

EMR Rate – 3 years	2015	2014	2013
OSHA Recordable Incident Rate			
Days Away Case Rate		N/A	
Fatalities in last 12 Months			

SUB-TIER SUBCONTRACTOR:

EMR Rate – 3 years	2015	2014	2013
OSHA Recordable Incident Rate			
Days Away Case Rate		N/A	
Fatalities in last 12 Months			

ATTACHMENT 4 LABOR AND EQUIPMENT RATES

(Return with the Bid)

ALL-INCLUSIVE LABOR RATES FOR CHANGE ORDER PRICING

TRADE OR LABOR CLASSIFICATION	BASE LABOR RATE	OVERHEAD	PROFIT	ALL-INCLUSIVE RATE(HR)	OVERTIME RATE / HR 1½ Time	OVERTIME RATE / HR Double Time
Ironworker-Foreman	$65.21	$3.26	$13.04	$81.51	$22.31	$44.61
Ironworker-Journeyman	$61.21	$3.06	$12.24	$76.51	$21.02	$42.06

1. The above rates are ALL INCLUSIVE RATES based on 40 hours per week, 8 hours per day, 5 days per week.

2. LABOR RATES entered in the above schedule shall be based on labor agreements, if any, and rates in effect on the Subcontract Effective Date, unless otherwise noted. The quoted labor rates may be adjusted as approved by Contractor to reflect subsequent changes in labor agreements or rates, if applicable.

3. OVERHEAD AND PROFIT: Calculated on the base rate, overhead includes all home office and jobsite supervision above the level of general foreman and other non-manual personnel costs and all temporary construction facilities.

4. OVERTIME: Overtime rates per hour shall be limited to the actual cost to Subcontractor of the premium portion only of all applicable wages, craft fringe benefits, and payroll burdens imposed by any governmental authority and measured by the compensation payable to employees. To establish the amount of payment, Subcontractor shall submit supporting documents satisfactory in form and content to Contractor for its verification and approval. If only one overtime rate is shown, it shall be applicable for all overtime hours.

5. No charges will be accepted by Contractor for labor not listed in Schedule "A".

6. Subcontractor shall not invoice for field support/supervisory personnel assigned to a change in the Scope of Work if the change does not extend the time such personnel are required on site by the original Scope of Work.

SUBCONTRACTOR-OWNED EQUIPMENT RENTAL RATES FOR CHANGE ORDER WORK

DESCRIPTION, MAKE AND MODEL	RATES				
	HOURLY	DAILY	WEEKLY	MONTHLY	STANDBY
	N/A				

1. Schedule "B" identifies all Subcontractor owned and rented equipment that may be used by Subcontractor in performance of the Work and has a replacement cost greater than $500.00.

2. The rates listed in Schedule "B" are for fully maintained equipment. All rates shall include all fuel, lubricants, support equipment, repair parts, service and maintenance labor, applicable taxes, insurance, depreciation, and overhead and profit. For equipment already on the Jobsite, the rates listed shall include mobilization to and demobilization from the Jobsite. For equipment that is NOT already on the Jobsite, a price will be negotiated for separate mobilization to and demobilization from the Jobsite.

3. Rates for equipment do not include the services of an operator.

4. No charges will be accepted by Contractor for equipment not listed in Schedule "B", except as otherwise specified herein.

5. The above daily and weekly rates are minimum charges and are based upon single shifts of 8 hours and 40 hours, respectively. Hourly charges for any one day of 8 hours will not exceed the daily rate, daily charges for any calendar week of 40 hours will not exceed the weekly rate, and weekly charges for any calendar month will not exceed the monthly rate.

6. The specified rental rates shall apply whether the equipment is utilized for operations during any period during day, afternoon, and night shifts.

7. When the operated use of equipment is infrequent and, as determined by Contractor, need not remain at the jobsite continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location at Contractor's direction shall be paid for at 85% of the rates specified in this Schedule "B".

8. Subcontractor shall, prior to rental of any equipment for changes in the Scope of Work, submit a stated value for the equipment being rented.

9. No payment shall be made for equipment which is not operating because it is broken down or undergoing repair, maintenance or overhaul.

ATTACHMENT 5 BID BOND

(Return with the Bid)

KNOW ALL MEN BY THESE PRESENTS, that Tri States Rebar, Inc. ("Principal"), as Principal, and Merchants Bonding Company (Mutual), a corporation organized and existing under the laws of the State of Iowa ("Surety"), as Surety, are held and firmly bound unto **MWH Constructors Inc. & Slayden Construction Group Inc., a Joint Venture** ("Obligee"), in the sum of Five Percent of The Total Amount Bid------- DOLLARS ($----5%-----), for payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid or proposal ("Bid") to Obligee to supply goods and/or perform the Work required under the Bid documents of the Obligee's Request for Bid Proposal (RFP No. S-50, dated, November 28, 2017) entitled Riverside Park Water Reclamation Facility NLT Phase II.

NOW THEREFORE, if Obligee shall accept the bid of the Principal, the Principal shall enter into a written Subcontract or Purchase Agreement with the Obligee on the form of agreement included in the RFP ("Agreement"), and furnish the required certificates of insurance and required Supply or Payment and Performance bond(s), all within the time and in the manner prescribed by the RFP. If the Principal fails to enter such Agreement or provide the required bond(s) and certificates of insurance, the Principal shall pay to the Obligee the difference between the amount of Principal's bid and the amount of such agreement the Obligee, in good faith, executes with another party to perform the Work covered by Principal's Bid, plus all other additional costs incurred by Obligee to procure the goods or Work with another party, not to exceed the penal sum of this Bid Bond.

If the Principal shall fulfill its obligations as specified herein, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety stipulates and agrees that the obligation of said Surety shall in no way be impaired or affected by an extension of the time within which the Obligee may accept such Bid and Surety further waives notice of any such extension. In the event suit is brought upon this bond by said Obligee and Obligee prevails, said Principal and Surety shall pay all costs incurred by said Obligee in such suit, including reasonable attorney's fees and costs to be fixed by the court.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this 28th day of November, 2017, the name and corporate seal of each corporate party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Tri States Rebar, Inc.
(Principal)

[Seal]

7208 E. Indiana Avenue, Spokane WA 99212
(Business Address)

Witness or Secretary's Attest:

Amy L. Mcgaris
(Signature)

(Signature)

Jeff Ilenstine, President
(Typed Name & Title)

Merchants Bonding Company (Mutual)
(Surety)

[Seal]

PO Box 14498, Des Moines IA 50306-3498
(Business Address)

Witness or Secretary's Attest:

Morgan Williams
Morgan Williams (Signature)

Charla M Boadle
(Signature)

Charla M. Boadle, Attorney-In-Fact
(Typed Name & Title)

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charla M Boadle; James P Dinneen; John L Green; LouAnn K Jensen; Penny Silvey

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

THREE MILLION ($3,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of June , 2016 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 13th day of June , 2016 . before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 28th day of November 2017

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.

Secretary

POA 0014 (6/15)

MERCHANTS
BONDING COMPANY™

November 27, 2017

MWH Constructors, Inc. & Slayden Construction Group, Inc., a Joint Venture
4401 N Aubrey L White Parkway
Spokane, WA 99205

RE: Tri-States Rebar, Inc.
Letter of Prequalification
Project: Riverside Park Water Reclamation Facility NLT Phase II: RFP Work Package No. S-50: Reinforcing Steel (Rebar)
Location: Spokane, WA.
Estimate: $1,800,000.00 +/-

To Whom It May Concern:

We are pleased to write to you concerning our customer, Tri-States Rebar, Inc. We have had the privilege of providing for their surety needs since 2006. Their current bonding limits are $5,000,000 single job with a $10,000,000 aggregate work program. We would anticipate no problem providing the customary performance and payment bonds for their normal scope of work, should Tri-States Rebar, Inc. enter into a written contract.

Merchants Bonding Company, is an AM Best rated "A VIII" company and is an admitted surety in the State of California. Merchants Bonding Company also appears on the U.S. Treasury list of approved companies.

Although Tri-States Rebar, Inc. has our highest recommendation, execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds.

Please contact us with any concerns or if we can be of further service.

Sincerely,

Melinda Carlson
Contract Underwriter

street
6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing
P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

Analyze Quotes

Folder: 5CP Concrete Pump

Vendor Code: CHAMPION
Vendor Name: CHAMPION
Vendor Phone:

Bid	Activit	Resour	Description	Quantity	Unit	Plug Pric	Ext	UP	Ext.	UP	Ext.	UP	Ext.
3000	3000.6	5CPPM	Concrete Pump - Mobilize	3.00	EA	125.000	375.00	**250.000**	**750.00**				
3000	3000.6	5CPXH	61 meter concrete pump	24.00	HR	313.000	7,512.00	**275.000**	**6,600.00**				
3000	3000.6	5CPXR	Yards thru 61 meter pump	300.00	CY	3.500	1,050.00	**4.750**	**1,425.00**				
6000	T03301	5CPPM	Concrete Pump - Mobilize	1.00	TRP	125.000	125.00	**195.000**	**195.00**				
6000	T03301	5CPXH	47 meter concrete pump	8.00	HRS	218.000	1,744.00	**225.000**	**1,800.00**				
6000	T03301	5CPXR	Yards thru 47 meter pump	205.00	CY	3.500	717.50	**4.450**	**912.25**				
8030	T03301	5CPPM	Concrete Pump - Mobilize	6.00	TRP	125.000	750.00	**250.000**	**1,500.00**				
8030	T03301	5CPXH	61 meter concrete pump	72.00	HRS	313.000	22,536.00	**275.000**	**19,800.00**				
8030	T03301	5CPXR	Yards thru 61 meter pump	3,210.00	CY	3.500	11,235.00	**4.750**	**15,247.50**				
8030	T03301	5CPPM	Concrete Pump - Mobilize	6.00	TRP	125.000	750.00	**250.000**	**1,500.00**				
8030	T03301	5CPXH	61 meter concrete pump	60.00	HRS	313.000	18,780.00	**275.000**	**16,500.00**				
8030	T03301	5CPXR	Yards thru 61 meter pump	2,000.00	CY	3.500	7,000.00	**4.750**	**9,500.00**				
8300	8300.2	5CPPM	Concrete Pump - Mobilize	1.00	EA	125.000	125.00	**110.000**	**110.00**				
8300	8300.2	5CPXH	32 meter concrete pump	4.00	HR	158.000	632.00	**150.000**	**600.00**				
8300	8300.2	5CPXR	Yards thru 32 meter pump	20.00	CY	3.000	60.00	**2.950**	**59.00**				
8300	8300.3	5CPPM	Concrete Pump - Mobilize	1.00	EA	125.000	125.00	**110.000**	**110.00**				
8300	8300.3	5CPXH	32 meter concrete pump	4.00	HR	158.000	632.00	**150.000**	**600.00**				
8300	8300.3	5CPXR	Yards thru 32 meter pump	110.00	CY	3.000	330.00	**2.950**	**324.50**				
8300	8300.4	5CPPM	Concrete Pump - Mobilize	1.00	EA	125.000	125.00	**110.000**	**110.00**				
8300	8300.4	5CPXH	32 meter concrete pump	4.00	HR	158.000	632.00	**150.000**	**600.00**				
8300	8300.4	5CPXR	Yards thru 32 meter pump	10.00	CY	3.000	30.00	**2.950**	**29.50**				
8300	8300.7	5CPPM	Concrete Pump - Mobilize	1.00	EA	125.000	125.00	**110.000**	**110.00**				
8300	8300.7	5CPXH	32 meter concrete pump	5.00	HR	158.000	790.00	**150.000**	**750.00**				
8300	8300.7	5CPXR	Yards thru 32 meter pump	20.00	CY	3.000	60.00	**2.950**	**59.00**				
Totals:							76,240.50		79,191.75				
Difference From Plug:									2,951.25				

Note:
A "P" beside a price indicates a plug price.
Bold indicates that the vendor is selected.

CONCRETE PUMPING
CONVEYED MATERIAL
SHOT-CRETE
BANK STABILIZATION
SLAB JACKING
VOID FILLS

SCHWING
CONCRETE BOOM PUMPS
SCHWING
CONCRETE LINE PUMPS
CERTIFIED MECHANICS
ACPA CERTIFIED OPERATORS
PARTS/SALES/SERVICE

CHAMPION CONCRETE PUMPING, INC. & CONVEYING

Est. 1986

(800) 336-8222 (509) 928-6776 (208) 773-8222 FAX (208) 773-9828

WWW.CHAMPIONCONCRETEPUMP.COM

SLAYDEN CONSTRUCTION /MWH CONTRACTORS
500 WILLAMETTE AVE
STAYTON, OR 97383

DATE OF QUOTATION: 11/07/2017
PROJECT TITLE: SPOKANE WWTP
LOCATION OF PROJECT: RIVERSIDE STATE PARK
PHONE : (503) 769-1969

ATTENTION: RON C
NOTE: RATES LISTED IS FOR THE PERFORMANCE OF ALL CONCRETE PUMPING ON THE ABOVE PROJECT.
TELEBELT–3/4 & DRAIN ROCK @ $3.00 PER TON EFFECTIVE 01/01/2018

Desc.	Vert. / Horiz.	Hourly Rate		Yardage Rate		Mobilization
Line Pump		$120.00	per hr / 3 hr min	$2.85	per yd	$105.00
17 Meter	54' / 35'	$125.00	per hr / 3 hr min	$2.95	per yd	$110.00
32 Meter	105' / 84'	$150.00	per hr / 3 hr min	$2.95	per yd	$110.00
34 Meter	111' / 90'	$155.00	per hr / 3 hr min	$2.95	per yd	$110.00
36 Meter	118' / 98'	$160.00	per hr / 3 hr min	$3.10	per yd	$110.00
39 Meter	128' / 110'	$175.00	per hr / 3 hr min	$3.85	per yd	$125.00
47 Meter	155' / 132'	$225.00	per hr / 3 hr min	$4.45	per yd	$195.00
61 Meter	199' / 186'	$275.00	per hr / 3 hr min	$4.75	per yd	* $250.00
31 Meter Z	Z Fold Boom	$165.00	per hr / 3 hr min	$3.20	per yd	$110.00
*61 meter requires an additional travel permit						
TB 110 Telebelt	106' Reach	$180.00	per hr / 3 hr min	Varies on Material		$125.00
Conveyor	16 ton load	$125.00	per hr port to port	$1.60	per ton	
Conveyor	18 ton load	$140.00	per hr port to port	$1.60	per ton	

CONTRACTOR IS RESPONSIBLE TO PROVIDE A PUMPABLE MIX, AS WELL AS SAFE AND ADEQUATE SET-UP AND WASHOUT AREAS

- $10.00 PER SLICK PACK OR 1/2 SACK OF CEMENT USED FOR PRIMING OF THE PUMP.
- AN ADDITIONAL $15.00 PER HOUR WILL BE ADDED FOR PREVAILING WAGE WORK.
- $175.00 PER DIEM WILL BE BILLED PER MAN PER DAY FOR ALL OVERNIGHT STAYS.
- PROJECTS THAT REQUIRE A SETUP OF 250 FEET OR MORE OF SYSTEM WILL RESULT IN AN ADDITIONAL $10.00 PER HOUR.
- AN ADDITIONAL $10.00 PER HOUR WILL BE ADDED FOR COLD WEATHER. COLD WEATHER BEING A TEMPERATURE OF 32 DEGREES OR BELOW.
- PROJECTS REQUIRING A STATEMENT OF INTENT TO PAY PREVAILING WAGES AND AFFIDAVIT OF WAGES PAID WILL BE SUBJECT TO A FILING FEE.
- REQUIREMENT BY THE CONTRACTOR TO PROVIDE INSURANCE ABOVE AND BEYOND CCPI STANDARD INSURANCE POLICY WILL RESULT IN AN ADDITIONAL FEE.
- A REASONABLE AMOUNT OF NOTICE AND FLEXIBILITY WILL NEED FOR SCHEDULING PURPOSES.
- CANCELLATIONS MADE WITHIN 8 HRS (WEEKDAYS), 48 HRS (WEEKENDS), OF SCHEDULED EQUIPMENT ARRIVAL TIME WILL RESULT IN A CHARGE.
- SATURDAY RATE IS AN ADDITIONAL $20.00 PER HOUR PER MAN, SUNDAY & HOLIDAY RATE IS AN ADDITIONAL $40.00 PER HOUR PER MAN.
- POURS OCCURRING AFTER 5:00 PM AND BEFORE 6:00 AM WILL BE SUBJECT TO OVERTIME RATES.
- AN ADDITIONAL HOSEMAN WILL BE SUPPLIED BY REQUEST, IF AVAILABLE, AT A RATE OF $75.00 PER HOUR PER MAN, PORT TO PORT.
- A CONTRACTOR SUPPLIED HOSEMAN MUST BE AVAILABLE TO THE PUMP OPERATOR FROM SET-UP THROUGH WASHOUT.
- CCPI WILL BE WORKING UNDER THE DIRECTION OF THE GENERAL CONTRACTOR. CCPI NOR ANY OF ITS STAFF DOES NOT CLAIM TO BE ENGINEERS. CCPI WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE THAT MAY OCCUR, EITHER DIRECTLY OR INDIRECTLY, DUE TO THE SETUP, ANCHORING, CONVEYING, PLACING, AND/OR PUMPING ON THE ABOVE PROJECT.
- ALL RATES QUOTED ARE BASED UPON INFORMATION PROVIDED TO CCPI BY THE GENERAL CONTRACTOR, RATES ARE SUBJECT TO CHANGE.
- ALL APPLICABLE STATE AND LOCAL TAXES ARE TO BE PAID BY THE CONTRACTOR.
- CHAMPION CONCRETE PUMPING, INC. IS LICENSED, BONDED, AND INSURED.
- **ALL RATES ARE CONSIDERED A QUOTE AND ARE VALID FOR A PERIOD OF 90 (NINETY) DAYS FROM THE DATE OF QUOTATION UNLESS SIGNED AS ACCEPTED BELOW, AND A COPY PROVIDED TO CHAMPION CONCRETE PUMPING INC.**
- CHAMPION CONCRETE PUMPING IS COMMITTED TO SAFETY. ALL OF OUR OPERATORS ARE AMERICAN CONCRETE PUMPING ASSOCIATION (ACPA) CERTIFIED AND PARTICIPATE IN OUR ACPA SANCTIONED SAFETY PROGRAM.

CHRIS HARDY
(509) 999-5989

Like us on Facebook

ACCEPTED BY: _____
TITLE: _____
DATE: _____

TAB 4 – Equipment & Material Procurement Packages

Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah
84123
USA

Tel: 801.931.3000
Fax: 801.931.3080

www.ovivowater.com

OVIVO
Worldwide Experts in Water Treatment

October 30, 2017

Will Lukrafka
Procurement Manager
William.Lukrafka@MWHGlobal.com

Re: RFP No: P-20 Drum Screens
MWH Constructors Inc. & Slayden Construction Group Inc., a Joint Venture
Project Name: Riverside Park WRF, Spokane, Washington

Dear Will:

OVIVO is pleased to submit our bid for two(2) drum screens for the subject project.

Please note our proposal and bid is based on the following RFP documents.

1. 00_RFP_P-20_Drum_Screens_19Oct2017
2. Exhibit_C_01_Specifications_NLT_P2_EarlyOut_V1
3. Exhibit_C_02_Drawings_NLT_P2_EarlyOut_V2
4. Exhibit C_03_Design Change Notice_No_001_NLT_P2_EarlyOut
5. Exhibit_C_04_Attachment_Washington_State_Reseller_Permit
6. Exhibit_D_Form_of_Agreement_Sample
7. Exhibit_F_Prime_Agreement

Our Bid Package includes the following documents

1. Exhibit_A_Bid_Schedule_P-20-30Oct2017
2. Exhibit B Part 1- Technical Clarifications
3. Exhibit B Part 2 – Commercial Exceptions
4. Letter of Bond-ability
5. OVIVO Proposal : 1-15-0039B - City of Spokane WA Riverside Park WRF – DIRECT 10-30-17

We appreciate the opportunity to work on the design of this project and we look forward to a successful bid process.

Please let me know should you have any questions on the bid or documents.

Sincerely

Aby Varghese
Business Development Manager- Inlet Works
OVIVO USA
Aby.Varghese@ovivowater.com
Cell: 832-802-3256

CC: File, Carla Wirth, Chris McCalib

EXHIBIT A - BID SCHEDULE

BID PACKAGE: P-20 Drum Screens

Rev. 0

BIDDER NAME: OVIVO USA LLC

SPECIFICATION(S): See RFP Table of Contents

DRAWING(S): See RFP Table of Contents

MANUFACTURER: OVIVO USA LLC

BID ITEM	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
P-20 01	100% Supply Bond	LS	1	$ 23,000.00	$ 23,000.00
P-20 02	Per Specification Sectiono 46 21 33 Fine Drum Screens: SCR25BC01: Drum Screen No. 1 SCR25BC02: Drum Screen No. 2	EA	2	$ 1,751,984.00	$1,751,984.00
P-13 02	Per Specification Sectiono 46 21 33 Fine Drum Screens: Section 1.03 Extra Materials	LS	1	$ 37,800.00	$ 37,800.00
P-13 02	Per Specification Sectiono 46 21 33 Fine Drum Screens: Section 2.11 Allowance for Manufacturer's Services; which include, but not limited to, Manufacturer's Services and Field Quality Control per the specification (includes travel).	LS	1	$ 53,000.00	$53,000.00
				SUBTOTAL	$1,865,784.00
				TOTAL BID PRICE	$1,865,784.00

Bidder acknowledges receipt of the listed Addenda to the RFP. Such Addenda were received prior to submittal of this bid and are made part of Bidder's quote are:

Addendum No.: 1 Date: 10/24/2017

Addendum No.: Date:

Addendum No.: Date:

Addendum No.: Date:

The undersigned Bidder agrees, if the bid is accepted, to furnish and deliver all the goods and ancillary services specified in this RFP for the Bid Price FOB Jobsite to: as specified and i

Bidder shall not qualify their bid based on receiving all the equipment specification sections quoted if Bidder is quoting more than one specification section. However, Bidder should base their quote for goods and ancillary services with the knowledge that the goods and ancillary services may be awarded on a per type basis (i.e., by specification section/type of goods and

SUBMITTED BY: Aby Varghese

Name (Print): Aby Varghese

Title: Business Development Manager

Date: 10/30/2017

FOR:

Company Name: OVIVO USA LLC

Address: 4246 Riverboat Rd- Suite 300, Salt Lake City, Utah 84123

Phone Number: 832-802-3256

Fax Number: 801-931-3080

E-mail Address: aby.varghese@ovivowater.com

NOTE TO BIDDERS:

CONTRACTING ENTITY: If this Bid is selected, the contracting entity for any resulting Purchase Agreement will be the Bidder specified above.

WARRANTY TERM: The warranty term is one (1) year after the date of Substantial Completion of the Project, unless the Agreement Documents or Specifications require a longer period.

COMMERCIAL AND TECHNICAL EXCEPTIONS: If exceptions are taken to MWHC Purchase Agreement and Technical Documents, complete the Exceptions Form Attached.

Commercial Exceptions Noted: __X_ YES _____NO

Technical Exceptions Noted: ___X_ YES _____NO

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EXHIBIT B (PART 1)
TECHNICAL CLARIFICATIONS

1. Clarification to Specification Section 46 21 33-9, 3.01.A ,5:
   Proper execution of field service testing and confirmation that the screen can be cleaned and screenings conveyed to common trough under daphnia bloom conditions of May 2017 will be honored by Ovivo; however, this cleaning process and conveyance has been documented through pilot testing. Therefore seeing that daphnia blooms are generally in the spring; where-as, delivery and installation may occur in late summer or early fall of the year and should not constitute payment term implications.

2. Clarification to Specification Section 46 21 33-2, 1.02. i:
   Our scope does not include any control panels, electrical engineering costs, wiring diagram design work, instrumentation supply. A control narrative will be provided by OVIVO at the time of submittals for the Control Panel supplier to follow.

3. Clarification to Specification Section 46 21 333,1.03.A:
   There is no Brush Screen included in the specification hence spare nylon brush is not included in our offer.

4. Ovivo requests the following change to the Drum Screen Data Sheet, 46 21 33 Fine Drum Screen Supplement 2: Wash water Pressure at Spray Manifold need to be 60 psi. Availability of 60 Psi wash water is recommended for this application.

5. Clarification to Spec Section 46 21 33, 2.05.E requires a stainless steel elbow. The price includes for U trough elbow or as specified elbow. Our price does not include any straight run troughing past the elbow that will connect to the common concrete trough.

Exhibit B –Part 2
COMMERCIAL EXCEPTIONS

Amendment to Purchase Agreement
Spokane Riverside Park Water Reclamation Facility (RPWRF)

In the event of conflict between the Purchase Agreement documents ("Agreement") and the Amendment herein, the terms of the Amendment shall control. The parties are MWH Constructors, Inc. & Slayden Construction Group Inc., Joint Venture ("Buyer") and Ovivo USA, LLC ("Seller").

Limitation of Liability and Consequential Damage Disclaimer
To the extent permissible by applicable law, Seller shall have no further liability in connection with this Agreement in excess of the cost of correcting any defects, or in the absence of any defect, in excess of the value of the equipment supplied hereunder. However, notwithstanding any other provision of the Agreement to the contrary, in no event shall Seller be liable for any punitive, exemplary, special, incidental, or consequential loss or damage suffered by Buyer, or any other party, in connection with this Agreement.
These limits shall not apply to third party claims based on injury, death, or property damage. For the purpose of this term, the equipment provided in accordance with the requirements of this project shall not be considered property and shall instead be covered under the terms of the warranty herein. These limits shall not apply to claims which are based on the willful misconduct, gross negligence, or fraud of the Seller.

Liquidated Damages
Except in cases of Force Majeure, Seller agrees to pay Buyer, as liquidated damages,five hundred dollars ($500) of Agreement value per day for every working day that elapses after the guaranteed delivery date without delivery of its equipment. Seller's liability for liquidated damages shall not exceed, in the aggregate, any amount more than ten percent (10%) of the value of the equipment that is late in delivery. Seller shall not be liable to pay liquidated damages for Owner/Buyer-caused delays such as late drawing approval, inspection delays, scope changes etc. Notwithstanding any other provision of the Agreement to the contrary, payment of liquidated damages shall be Seller's sole liability and Buyer's sole remedy for late delivery of the equipment. Such remedies shall not be enforced unless Buyer suffers an economic loss as a result of Seller's late delivery.

Indemnity
Any and all indemnity obligations of Seller in connection with this Agreement shall be limited to the extent of its negligence or willful misconduct.

Mechanical Warranty
Seller warrants equipment and parts manufactured by it and provided to Buyer (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twenty four (24) months from startup of the equipment not to exceed thirty (30) months from shipment. If it is determined after inspection that Seller is liable under this warranty to repair or replace the Product or part thereof, Seller shall bear the transportation costs of (a) returning the Product to Seller for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to Buyer; however, if it is determined after inspection that Seller is not liable under this warranty, Buyer shall pay those costs.
For Seller to be liable with respect to this warranty, Buyer must make its claims to Seller with respect to this warranty in writing no later than thirty (30) days after the date Buyer discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, Seller shall have no liability with respect to any of the

following: (i) failure of the Products, or damages to them, due to Buyer's negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that Seller provides to the Buyer); (ii) any Products that have been altered or repaired in any way without Seller's prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance, except where such parts are not performing to Seller's estimate of normal service life, in which case, Seller shall only be liable for the pro rata cost of replacement of those parts based on Seller's estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above.

With regard to third-party parts, equipment, accessories or components not of Seller's design, Seller's liability shall be limited solely to the assignment of available third-party warranties. THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW. All warranties and obligations of Seller shall terminate if Buyer fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to Seller.

Insurance

All insurance limits may be fulfilled through any combination of primary and excess insurance. Certificates of insurance and any requested Endorsement shall be sufficient evidence of coverage, and in no event will Seller be required to provide copies of insurance policies. In the event Professional Liability coverage is requested, Seller's obligation shall not exceed $1,000,000 per occurrence/ aggregate. Seller's obligation for Umbrella/Excess Liability coverage shall not exceed $2,000,000 per occurrence/aggregate. Seller's obligation for Auto Liability coverage shall not exceed $1,000,000 per occurrence.

Bonds

In no event shall Seller be obligated to provide a bond for which the duration which exceeds the first twenty four (24) months of the warranty period.

Set Off

This Agreement shall be completely independent of all other contracts between the parties and all payments due to Seller hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from Seller to Buyer on account of any other transaction or claim.

Confidentiality

Nothing shall deprive Seller of the right to use or disclose any information:

(a) which is, at the time of disclosure, known to the trade or the public;

(b) which becomes at a date later than the time of disclosure known to the trade or the public through no fault of Seller;

(c) which is possessed by the Seller, as evidenced by the Seller's written records, before receipt thereof from Buyer or Owner;

(d) which is disclosed to Seller in good faith by a third party who has an independent right to such information;

(e) which is independently developed by or for Seller without access to the information received from Buyer or Owner, as evidenced by Seller's written records; or

(f) which is required to be disclosed by Seller pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure.

The above-referenced confidentiality obligations of Seller shall terminate upon five (5) years from the effective date of the Agreement.

Payment Terms

Payment terms are:

Ten percent (10%) of purchase price after receipt of Engineer's approval of required submittals;

Eighty percent (80%) of purchase price after successful delivery of factory test and inspected materials and equipment; and

Five percent (5%) of purchase price after receipt of Engineer's approval of final O&M manuals.

Five percent (5%) of purchase price upon the earlier of: (a) completion of Seller's field services (i.e. successful field start-up, acceptance testing, and training), and receipt of Manufacturers Certificate of Proper Installation; or (b) one hundred eighty (180) days after completion of shipment.

MWH Constructors, Inc. & Slayden Construction Group Inc., Joint Venture
("Buyer")

By: _____

Name:_____

Title: _____

Date: _____

Ovivo USA, LLC
("Seller")

By: _____

Name:_____

Title: _____

Date: _____

OVIVO Worldwide Experts in Water Treatment

PROPOSAL

1-15-0039B

30 OCTOBER 2017

RIVERSIDE PARK WATER RECLAMATION FACILITY

CITY OF SPOKANE, WA



PREPARED FOR

MWH Constructors/Slayden/B&E Electric Joint Venture

AREA REPRESENTATIVE

Treatment Equipment Company
Mr. Chris McCalib
Chris@tec-nw.com

NOTE

This proposal is based on the RFP No: P-20 Drum Screens dated October 19, 2017.

PREPARED BY

Aby Varghese
Phone (801) 931-3000/Cell: 832-802-3256
Fax (801) 931-3080
aby.varghese@ovivowater.com

Ovivo USA, LLC
4246 Riverboat Road – Suite 300
Salt Lake City, Utah 84123-2583

DATE: **October 30, 2017**

TO: **Riverside Park Water Reclamation Facility – Spokane, Washington**

BID DATE: **October 30, 2017**

Ovivo USA, LLC is pleased to submit a proposal for the following equipment (the "Products") on the project indicated above (the "Project"). This proposal, either in its original form or in its "as sold" format, constitutes Ovivo's contractual offer of goods and services in connection with the Project. Please contact Ovivo's sales representative in your area for any questions or comments you may have in connection with this proposal. The address is:

Treatment Equipment Company
14400 Bel-Red Road
Bellevue, WA 98007

Attention: Mr. Chris McCalib
Telephone: 425-641-4306
Facsimile: 425-641-9270
Email: chris@tec-nw.com

BID PRICING

ITEM	SPECIFICATION SECTION	EQUIPMENT	ESTIMATED SHIP DATE*	PRICE
I	46 21 33	Drum Screen & Appurtenances SCR25BC01: Drum Screen No. 1 SCR25BC02: Drum Screen No. 2	*	$

DELIVERY

*Ovivo will submit drawings for approval within **twelve (12)** weeks after Purchaser's receipt of Ovivo's written acknowledgement of an approved purchase order. Ovivo intends to ship all Products **twenty-eight (28)** weeks after receipt of approved drawings from Purchaser. However, the dates of drawing submission and shipment of the Products represents Ovivo's best estimate, but is not guaranteed, and Ovivo shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in this proposal. If such delivery is prevented or postponed by reason of Force Majeure, as defined in Ovivo's standard terms and conditions of sale, Ovivo shall be entitled at its option to tender delivery to Purchaser at the point or points of manufacture, and in default of Purchaser's acceptance of delivery, to cause the Products to be stored at such a point or points of manufacture at Purchaser's expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this proposal. If shipment is postponed at request of Purchaser, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from Ovivo that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by Ovivo with respect to the Products shall be for the account of Purchaser and shall be paid by Purchaser when invoiced.

***OVIVO NOTES THAT DELIVERY OF EQUIPMENT WILL BE NO LATER THAN JUNE 2019, PROVIDED SUBMITTALS ARE APPROVED 28 WEEKS PRIOR TO THAT DATE.**

ITEM I - ROTARY DRUM SCREEN - SPECIFICATION SECTION 46 21 33

OVIVO proposes to furnish two (2) double entry drum screens for installation by others. This system will include two (2) OVIVO Brackett Green® Double Entry Drum Screens designed for 42 MGD each of Secondary Effluent , **with a maximum capacity of 57 mgd each when tail water rises to EL 1704.00 and upstream water surface goes no higher than 1704.75**, not including electrical controls as described below. The design of the proposed system is based upon OVIVO's standard engineering practices and includes the following items.

ITEM I – SECTION 46 21 33 / 1.01 "General Requirements" Double Entry Drum Screens to comply with Seismic Anchorage reaction forces for the design seismic event per Section 2.04

ITEMS INCLUDED:

The Rotating Screen Structure shall be constructed form rolled stainless steel sections and supported by radial members from central hubs mounted to the main shaft. The screen structure and hubs shall be constructed of Type 304 Grade Stainless Steel. With Double Entry, the flow stream being screened flows into both sides of the screen into the center of the drum and outwards through the panels. As the screen rotates, the debris collected on the inside of the screen panels is e lifted above deck level, where it is washed off into collecting hoppers.

- 18' Diameter by **7.64'** Screen Effective Width, with 5.9 mm tapered openings/9.0mm thick ProPaPanel constructed of Polyproylene, 304 Stainless Steel Main Shaft, complete with full pack greased Cast Iron housed Main Bearings, UHMWPE plastic sealing face mounted on a 316L stainless steel plate anchored to the side channel wall. The screen panels shall be washed as they pass the discharge point above the debris hopper by a series of waste water jets mounted on one jet pipe located above the screen panels. The jets and pipes shall be Type 304 stainless steel.
- The screen shall be driven by a pinion mounted on the end of a drive shaft. The pinion shall engage with the rack mounted to the periphery of the drum. The drive shaft shall be supported by a single cylindrical bearing, and a direct, keyed couple into the gear box. The drive motor shall be fitted with an anti-condensation heater.
- Sealing between the screen and the concrete chamber shall be by means of a 3/8 inch thick, flexible, molded neoprene seal attached to the screen end rings, which circulate in contact with an ultra-high molecular weight polyethylene (UHMWPE), low friction sealing face mounted on a fixed sealing angle, attached to the walls of the chamber.
- One (1) Drum Screen Access Platform with Grating, OSHA approved Stairway and Handrails. It will contain access panels and a splashguard incorporating inspection ports, designed to reduce aerosol from the spray jets. The Access Platform, Access Stairway & Guard Rails per 46 21 33; Section 2.05 G. It shall be constructed of Type 304L stainless steel grating and stairs and aluminum safety hand railing.
- Elevation plates are fitted to the horizontal arms inside the drum screen to assist in lifting large debris which collects within the drum but does not adhere to the mesh panels.
- Each drum provides two debris hoppers located inside of the screen structure, supported from the access platform and each washed by a series of wash water nozzles. The wash water nozzles serving the hoppers shall be supplied from a separately controlled branch of the spray water supply so the hoppers can be flushed for an adjustable period of time after the screen stops a cleaning cycle. Edges of the debris hoppers shall be formed into a curve in order to prevent the build-up of debris and shall be wiped clean by wipers attached to the screen structure.

- Nozzles to wash the screen panels shall be mounted on a spray manifold located above the screen panels and shall extend the full width of the screen.
- The debris hoppers and spray manifold will be supported by a fabricated structure, incorporating an access platform with flooring, access step ladder and safety hand railing, to facilitate access to the water jets for maintenance. The sides and back of the access platform are fully covered in with splash plates.
- Each screenings hopper shall discharge into a stainless steel elbow arranged to connect to an 8 inch minimum diameter pipe, embedded in the operating floor to con vey the screenings to the screenings trough. The screenings trough will be a precast product cast into the operating floor by the General Contractor and common to the discharge of all three drum screens. The centerline of the discharge shall be approximately 1 foot below the operating floor elevation. Screenings hoppers shall be configured with piping and spray nozzles to assist the screenings in flowing out of the hopper.
- A stainless steel structure shall enclose the drum completely, front and back, to contain odors and nozzle spray. Stainless steel side cover on either side of the drum screen open area above the operating floor will be provided. Covers shall extend from the floor to the outer perimeter of the screen and be supported from the operating floor with Type 304L stainless steel supports and hardware. Gasketed, quick open inspection doors on either side will be provided. Each cover structure will be provided with a top mounted 10 inch diameter, flange nozzle for connection to an exhaust air duct.
- One, (1) Jacking Beam will be provided for future use for drum screen maintenance.

SITE DATA:

Site	Spokane, WA WWTP
Equipment Location	Indoor
Liquid Being Screened	Secondary Clarifier Effluent
Flow Conditions	TWO DUTY DEDS
Deck Level	1707.50 ft.
Maximum Water Level	1704.97 ft.
Tail Minimum Immersion	9.45 ft.
Screen Centerline Level	1702.50 ft.
Inlet Culvert Base Level	1693.80 ft.
Screen Chamber Base Level	1690.00 ft.
Inlet Main Channel Width	**6.0 ft.**
Inlet Culvert Channel Width (Before Entering Screen)	2.0 ft.
Screen Chamber Width	**10.5 ft.**

HYDRAULIC DATA:

Screen Capacity	42 MGD/each of two DEDSs-**57 mgd each when tail water rises to EL 1704.00 and upstream water surface goes no higher than 1704.75**
Velocity through channels at minimum immersion	1.87 ft./sec
Velocity over Inlet Sill	0.40 ft./sec
Velocity through Mesh	1.43 ft./sec
Headloss over Inlet Sill	0.08 inches
Headloss through Mesh	0.87 inches
Total Headloss	0.95 inches
(Data based on minimum immersion and clean screen conditions **at 42 MGD**)	

SCREEN DATA

Number of Screens	**Two Duty**
Diameter	18 ft.
Effective Screening Width	**7.64 ft.**
Chamber Width	**10.50 ft.**
Design Differential	3.28 ft.
Mesh Size	0.02 inches / 0.50 mm
Height of Screen above Deck	3.55 ft.
Number of Spray Manifolds	One per Screen
Spray Manifold Diameter	2.5 inches
Spray Manifold End Connection	RF Flanged
Number of Nozzles per Spray Manifold	20
Nozzle Type	Vee Jet
Wash water Quantity Required for Spray Manifold	122+7 = 130 GPM
Nozzles required per Hopper	2
Nozzle Type	Cone
Wash water Quantity Required per Hopper	3.5 GPM
Wash water Pressure at spray Manifold	**60 psi / 4.0 bar**

Pressure Gauge Calibration	0 - 60 psi / 0 - 4 bar
Gear Unit Manufacturer	SEW Euro drive or equal
Gear Unit Type	Helical or Helical Bevel
Gear Unit Ratio	
Torque Limiter Type	Current Monitor Overload
Motor Manufacturer	By Gear Unit Manufacturer
Motor Size	5 hp / 3.7 kW
Motor Speed	1,800 rpm
Motor Type	(squirrel cage induction)
Motor Enclosure	TEFC
Motor Insulation	Class "F"
Motor Supply	460V/3 Ph/60-Hz
Anti-Condensation Heater Supply	**230V**/Single-Ph/60-Hz
Screen Nominal Speed	36 to72 surface ft./min.
Direction of Rotation	(CW looking north)

MATERIALS OF CONSTRUCTION:

Framework	Stainless Steel Type 304 Grade
Main shaft	Stainless Steel Type 304 Grade
Main shaft Sleeves	Stainless Steel Type 304 Grade
Main shaft Bearing Housings	Cast Iron (factory coated)
Bearings Soleplate	Stainless Steel Type 304 Grade
Hub	Stainless Steel Type 304 Grade
Seal	Neoprene
Seal Plate	Stainless Steel Type 304 Grade
Seal Clamp Angle	Stainless Steel Type 304
Sealing Face	Low Friction Plastic UHMWPE
Sealing Angle	Stainless Steel Type 304 Grade
Mesh panels	Stainless Steel Type 304 Grade reinforced frame / poly-mesh interior sandwich
Elevator Plates	Stainless Steel Type 304 Grade
Drive Rack	Nylon 6/6

Structural Fastenings	Stainless Steel Gr. 18-8
Mesh Panel Fastenings	Stainless Steel Gr. 18-8
Foundation Fastenings	Stainless Steel Gr. 18-8
Debris Hoppers	Stainless Steel Type 304 Grade
Wash water Jets	Stainless Steel Type 304 Grade
Jet pipe	Stainless Steel Type 304 Grade
Access Platform Structure	Carbon Steel ASTM A36 (galvanized)
Splashguard	Stainless Steel – ASTM A240 / Type 304 Grade
Flooring	Stainless Steel Type 304 Grade
Access Ladder	Stainless Steel Type 304 Grade
Drive Pinion	Nylon 6/6
Drive Shaft	Stainless Steel 304 grade
Drive Gear Baseplate	Stainless Steel 304 grade
Guards	Stainless Steel 304 grade

SPARE PARTS (TOTAL) PER 46 21 22; SECTION 1.03:

- One (1) Electric Motor, Explosion Proof
- One (1) Speed Reducer (Gear Box)
- One (1) Pinion
- Twenty (2) Screen Panels
- Three Sets (3 Sets) End Seals (Neoprene)
- Eight (8) Rack Segments
- Fourteen (14) Spray Nozzles

CONTROLS AND INSTRUMENTATION: 46 21 33; SECTION 2.07, A-F.

Ovivo will provide drum screen motors with current overload protection. Ovivo will provide a gearbox output shaft zero speed switch. The switch shall be 120V as powered and contact rated for a minimum of 5A at 120V ac. Each drum screen control shall use ultrasonic level transmitters monitoring the upstream and downstream channel levels in each screen bay. The level transmitters shall be provided by the General Contractor and NOT by OVIVO. Each drum screen shall have a solenoid valve provided by the General Contractor, controlling water flow to the screen wash nozzles and an additional solenoid valve, provided by the General contractor, controlling water flow to the debris hopper flush nozzles per the P&ID. The solenoid shall be 120V ac powered. Each drum shall have a low pressure switch and pressure gauge assembly provided by the General Contractor. The gauge and switch shall be located on the water feed to the screen wash nozzles downstream of the solenoid valve. The solenoid shall be 120V as powered. The control logic for the drum screens reside in the plant control system and will be provided by others.

ITEMS INCLUDED:

- Anchor and Assembly fasteners, 316 stainless steel.
- First filling of all lubricants.
- Delivery, FCA job site.

ITEMS NOT INCLUDED (But not limited to the following):

- State, Federal or Local Taxes.
- Unloading at Site and field touch-up.
- **Control panels.**
- **Instrumentation.**
- Insulation and heat tracing.
- Radio telemetry.
- Erection.
- Mounting.
- Grouting.
- Anchor Installation and foundations.
- Any field measurements required for provision of this equipment.
- Installation.
- Connecting piping.
- Dumpster.
- Field, finish, or touch-up painting.
- Concrete work.
- Civil design.
- Electrical connections.
- Disconnect switches.
- Equipment for field testing.
- Offloading.
- Electrical wiring and installation.

ALLOWANCE FOR MANUFACTURER'S SERVICES: 46 21 33; SECTION 2.11, A & B

Ovivo will provide allowance for minimum 3 days onsite, excluding travel to provide assistance to the General Contractor for assembling and installing of each screen. Ovivo will provide factory trained personnel to supervise installation, adjustment, field testing, and initial operation of all components. The drum screens shall be aligned, connected and installed at the locations shown and in accordance with the manufacturer's recommendations. Ovivo shall also complete the Certificate of Installation during this trip and conduct training classes for the Owner personnel. Ovivo will provide allowance for minimum one trip, 10 working days onsite, excluding travel for these services.

EXECUTION & FIELD QUALITY CONTROL: 46 21 33; SECTION 3.01, A-1-5

Allowance shall be made by Ovivo for conducting a screen performance test on all screen units following commission of the units. The specifics for this test will be described in the Drum Installation Specification as part of the Balance of Plant contract Documents and shall generally include:

1. Operation of screens in dry channel at range of speeds to confirm smooth operation.
2. Operation of screens in wet channel at range of speeds to confirm smooth operation.
3. Operation of screens at design flow per channel in clean water to confirm predicted clean water head-losses.
4. Satisfactory secondary effluent operation under normal TSS conditions resulting in clean screen with reasonable duration of screen wash water.
5. Confirmation that screen can be cleaned and screenings conveyed to common trough under daphnia bloom conditions similar to that observed May 2017 with the design flow of wash water listed herein.

EXCEPTIONS:

1. PLEASE REFER TECHNICAL CLARIFICATIONS UNDER EXHIBIT B

PRICING TERMS

The prices quoted are based upon Purchaser's acceptance of this proposal, through the submission of a purchase order or other written acceptance, being placed no later than 45 days after date of bid opening. After expiration of the pricing effectivity period, prices will be subject to review and adjustment. Prices quoted are FCA surface point of shipment, with freight included to an accessible point nearest the jobsite. Federal, state or local sales, use or other taxes are not included in the sales price.

PAYMENT TERMS

Payment terms are:

- Ten percent (10%) of purchase price after receipt of Engineer's approval of required submittals.
- Eighty percent (80%) of purchase price after successful delivery of factory test and inspected materials and equipment.
- Five percent (5%) of purchase price after receipt of Engineer's approval of final O&M manuals.
- Five percent (5%) of purchase price upon the earlier of: (a) completion of Seller's field services (i.e. successful field start-up, acceptance testing, and training), and receipt of Manufacturers Certificate of Proper Installation; or (b) one hundred eighty (180) days after completion of shipment.
- Credit is subject to acceptance by the Ovivo Credit Department.

Purchaser shall remit payment for proper invoices received from Ovivo in accordance with the payment terms stated above even if the Purchaser has not been paid by the Purchaser's customer (the "Owner"), if Purchaser is not the end-user of the Products. Payments are due within thirty (30) days after Purchaser's receipt of invoice. Overdue and unpaid invoices are subject to a service charge of 2% per month until paid.

If Purchaser requests or causes cancellation, suspension or delay of Ovivo's work, Purchaser shall accept transfer of title and pay Ovivo all appropriate charges incurred up to date of such event plus Ovivo's overhead and reasonable profit. Additionally, all charges related to and risks incidental to storage, disposition and/or resumption of work shall be borne solely by Purchaser. Full payment for all work shall be due and payable thirty (30) days from the date work is placed into storage.

TAXES

Federal, State or local sales, use or other taxes are not included in the sales price. Such taxes, if applicable, shall be for Purchaser's account.

BACKCHARGES

In no event shall Purchaser/Owner do or cause to be done any work, purchase any services or material or incur any expense for the account of Ovivo, nor shall Ovivo be responsible for such work or expenses, until after Purchaser/Owner has provided Ovivo's PROJECT MANAGER full details (including estimate of material cost and amount and rate of labor required) of the work, services, material or expenses, and Ovivo has approved the same in writing. Ovivo will not accept Products returned by Purchaser/Owner unless Ovivo has previously accepted the return in writing and provided Purchaser/Owner with shipping instructions.

PURCHASE ORDER SUBMISSION

In an effort to ensure all purchase orders are processed timely and efficiently, please submit all purchase order documentation to the following department and address:

Attn: Order Entry Administrator
Ovivo USA, LLC
4246 Riverboat Road, Suite 300
Salt Lake City, Utah 84123

Fax #: 801-931-3080
Tel. #: 801-931-3000

ADDITIONAL FIELD SERVICE

When included and noted in the Product pricing of each proposal item, Ovivo will supply the service of a competent field representative to inspect the completed installation and adjustment of equipment, supervise initial operation, and instruct Owner's personnel in the operation and maintenance of each proposal item for the number of eight (8) hour days. Notwithstanding Ovivo's performance of the above-referenced services, Ovivo shall not be held liable for any faulty workmanship or other defects in the Products' installation, or for other goods and/or services, performed by third parties unless such goods and/or services are expressly included under Ovivo's scope of work.

If additional service is required, it will be furnished to the Purchaser and billed to him at the current rate for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service days.

It shall be the Purchaser's responsibility to provide for all necessary lubrication of all equipment prior to placing equipment in operation. All equipment must be in operating condition and ready for the Field Service Engineer when called to the project location. Should the Purchaser/Owner not be ready when the Field Service Engineer is requested or if additional service is requested, the Ovivo current service rates will apply for each additional day required, plus travel and lodging expenses incurred by the service personnel during the additional service day.

SURFACE PREPARATION AND PAINTING GENERAL INFORMATION

If painting the Products is included under Ovivo's scope of work, such Products shall be painted in accordance with Ovivo's standard practice. Shop primer paint is intended to serve only as minimal protective finish. Ovivo will not be responsible for condition of primed or finished painted surfaces after equipment leaves its shops. Purchasers are invited to inspect painting in our shops for proper preparation and application prior to shipment. Ovivo assumes no responsibility for field service preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism erection.

Clarifier motors, gear motors and center drives shall be cleaned and painted with manufacturer's standard primer paint only.

It is our intention to ship major steel components as soon as fabricated, often before drives, motors and other manufactured components. Unless you can insure that shop primed steel shall be field painted within thirty (30) days after arrival at the jobsite, we encourage you to purchase these components in the bare metal (no surface prep or primer) condition.

Ovivo cannot accept responsibility for rusting or deterioration of shop applied prime coatings on delivered equipment if the primed surfaces have not been field painted within thirty (30) days of arrival at the jobsite using manufacturers' standard primers. Other primers may have less durability.

PRICE ESCALATION

The prices submitted are based upon Purchaser's acceptance of this proposal by May 9, 2018.

If the above indicated order date is exceeded, prices and shipping dates are subject to review and adjustment. Should shipment dates be exceeded because of actions of parties other than by Ovivo, escalation of the selling prices at the rate of 1.5% per month for each month or partial month of delay will be applied. This escalation will be applied only if shipment is delayed by actions of parties other than by Ovivo.

GENERAL ITEMS NOT INCLUDED

Unless specifically and expressly included above, prices quoted by Ovivo do not include unloading, hauling, erection, installation, piping, valves, fittings, stairways, ladders, walkways, grating, wall spools, concrete, grout, sealant, dissimilar metal protection, oakum, mastic, field painting, oil or grease, electrical controls, wiring, mounting hardware, welding, weld rod, shims, leveling plates, protection against corrosion due to unprotected storage, special engineering, or overall plant or system operating instructions or any other products or services.

Performance and payment security, including but not limited to bonds, letters of credit, or bank guarantees, are not included, but can be provided if purchased for an additional cost.

MANUALS

The content of any and all installation, operation and maintenance or other manuals or documents pertaining to the Products are copyrighted and shall not be modified without the express prior written consent of Ovivo. Ovivo disclaims any liability for claims resulting from unauthorized modifications to any such manuals or other documents provided by Ovivo in connection with the Project.

WARRANTY AND CONDITIONS

RFP No Spokane P-20 (October 19,2017) terms and conditions, and the Commercial Exceptions Amendment to Purchase Agreement which is attached hereto and incorporated by reference, are an essential part of this proposal. These terms and conditions are an integral part of Ovivo's offer of Products and related services and replace and supersede any terms and conditions or warranty included in Purchaser or Owner requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo.

CONFIDENTIALITY

The contents of this proposal are confidential and shall be used by Purchaser and/or Owner only for the purpose of evaluating Ovivo's offer of goods and services in connection with the Project. Purchaser/Owner shall not disclose the contents of this proposal to any third party without the prior written consent of Ovivo.

Very truly yours,
Aby Varghese
Ovivo USA, LLC

Liberty Mutual Surety

July 11, 2017

MWH Constructors Inc. & Slayden Construction Group Inc., a Joint Venture

RE: Ovivo USA, LLC
Riverside Park Water Reclamation Facility, Spokane, WA; P-13 Drum Screens

TO WHOM IT MAY CONCERN:

Ovivo is a highly regarded and valued client of Liberty Mutual Insurance Company.

Ovivo has in place lines of credit with Liberty Mutual Insurance Company allowing for bonding within an aggregate program of $75 million. Bonds for single projects exceeding $25 million have been issued for Ovivo. Currently, Ovivo has approximately $20 million in available bonding capacity. We understand that Ovivo is providing a bid for the referenced project and it is our intention to provide a bond on the contractor's form contained in the request for proposal in the amount of the agreement and within 15 days of Contractor's award of contract to seller provided we are notified in time to do so. Our agreement to provide work programs and execute bid and or final bonds is subject to mutually acceptable final contract terms, conditions, financing and underwriting conditions to both Ovivo and Liberty at the time of request for suretyship.

This letter is being issued solely as a reference at the request of our client. Any arrangements for a specific bond, or bonds, is a matter between Ovivo and ourselves, and we assume no liability to third parties or to you, if for any reason we do not execute said bond, or bonds.

Liberty Mutual Insurance Company

By: _____
Larissa Smith, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7761344

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

C. Stephens Griggs; Charissa D. Lecuyer; Charles R. Teter, III; Christy M. Braile; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Larissa Smith; Laura M. Buhrmester; Mary T. Flanigan; Megan L. Burns-Hasty; Patrick T. Pribyl; Rebecca S. Leal; Tahitia M. Fry

all of the city of Kansas City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of May, 2017.

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of May, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JUL 11 2017 day of _____, 20_____.

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LMS_12873_022017

MWH Constructors, Inc. & Slayden Construction Group Inc.,
a Joint Venture

Riverside Park Water Reclamation Facility

Spokane, Washington

Request for Proposal

P-23 Concrete Supply

RFP No. Spokane P-23
November 6, 2017

Ballast 31"
Hydrau: 20"

MWH CONSTRUCTORS | Slayden | JOINT VENTURE

TABLE OF CONTENTS

The following documents furnished below constitute the Proposal Documents for this Request for Proposals (RFP). These RFP documents shall be the basis for your Proposal and shall be made part of any Purchase Agreement resulting from this RFP.

RFP Document Title

1) Invitation to Bid

2) Notice of Intent to Bid

3) Instructions to Bidders

4) Exhibit A - Bid Schedule **
   - Technical and Commercial Exceptions Form
   - Subcontractor/Supplier Utilization and MBE Form

5) Exhibit B - Summary of Requirements

6) Exhibit C - Technical Documents **
   a. Attachment 1 – NLT Phase 2 Early Out Package 3 Specifications
   b. Attachment 2 – NLT Phase 2 Early Out Package 3 Drawings
   c. Attachment 3 – NLT Phase 2 Early Out Package 3 Drawings
   d. Attachment 4 – Washington State Reseller Permit

7) Exhibit D - Form of Agreement – Purchase Agreement **
   a. Exhibit A – Purchase Agreement Terms & Conditions
   b. Exhibit A-1 – Minimum Insurance Requirements
   c. Exhibit B – Summary of Requirements
   d. Exhibit C – Technical Documents
   e. Exhibit D – Performance Guaranty
   f. Exhibit E – Partial and Final Waiver Forms
   g. Exhibit F – Prime Contract

**** Exhibit A – Bid Schedule, Technical Documents, and Form of Agreement must be downloaded from the link below:**

Access Secured Files Here

INVITATION TO BID

MWH Constructors Inc. & Slayden Construction Group Inc., a Joint Venture
4401 N. Aubrey L. White Parkway
Spokane, Washington 99205
Will Lukrafka, Procurement Manager
Email: William.Lukrafka@MWHGlobal.com
Phone: 303.533.1993
Fax: 720.778.1904

November 6, 2017

To All Bidders:

Subject: RFP No: P-23 Concrete Supply
Buyer: MWH Constructors Inc. & Slayden Construction Group Inc., a Joint Venture
Client: City of Spokane
Project Name: Riverside Park WRF
Project Location: Spokane, Washington

You are invited to submit your **FIRM PRICE PROPOSAL** to furnish and deliver all items described herein, in in strict accordance with this RFP, the Instructions to Bidders, Technical Documents, and the other RFP Documents contained or referenced herein.

THE PROJECT

The City of Spokane has contracted with MWH Constructors Inc. & Slayden Construction Group Inc., a Joint Venture, to upgrade the Riverside Park Water Reclamation Facility (RPWRF) located in Spokane, Washington. The RPWRF will have one of the largest and most effective phosphate removal systems of its kind built in the U.S. The upgrade will increase the removal of phosphorus from the effluent to more than 99%. The current system removes 90% of phosphorus, which has been associated with low oxygen levels and algae blooms. The new filtration system will bring the effluent in compliance with Washington State Department of Ecology standards, allowing the water to be safely reused for irrigation, industrial processes, dust control, wetland enhancements and recharging groundwater supplies

The project site (delivery location) is at 4401 N. Aubrey L. White Parkway, Spokane, Washington 99205

RFP SCHEDULE OF EVENTS

Release of RFP:	November 6, 2017
Intent to Bid Due:	November 13, 2017
Last Date to Submit Questions:	November 15, 2017
RFP Due Date:	November 20, 2017, 2 pm, PST

QUESTIONS AND REQUESTS FOR INFORMATION

All questions or requests for information related to this RFP must be directed to Will Lukrafka at William.Lukrafka@MWHGlobal.com. All questions and requests for information shall be submitted in writing by email. Clarifications or modifications to the Bid Documents will be issued to all Bidders by Addendum to this RFP.

PROPOSAL SUBMITTAL, RESPONSIVENESS AND EVALUATION

Award will be made to the responsible bidder submitting the lowest responsive bid. A responsive bid is one that conforms to all the terms, RFP instructions and specifications of the RFP Documents without material deviation, reservation, or omission.

Bids shall be submitted on or before the RFP Due Date, using the Bid Schedule furnished with this RFP in Exhibit A, and must be received as set forth below and in the Instructions to Bidders. Bids will be opened in a public bid opening at the address below. Bids shall be submitted by the bid due date to the address below.

Submit three hard copies to:

Jeffrey Wall, Senior Project Manager
MWHC & Slayden Construction Inc. Joint Venture
4401 N. Aubrey L. White Parkway
Spokane, Washington 99205

Or Send Electronically to:

Will Lukrafka – William.Lukrafka@mwhglobal.com

LATE OR INCOMPLETE PROPOSALS WILL NOT BE CONSIDERED.

INTENT TO PROPOSE

You are requested to complete and return the attached Notice of Intent to Propose form by the date specified.

Thank you in advance for your participation in this process and your support on the Riverside Park Water Reclamation Facility

Sincerely,

MWHC & Slayden Construction Inc. Joint Venture

Will Lukrafka

Procurement Manager
370 Interlocken Blvd., Ste. 300
Broomfield, CO 80021
William.Lukrafka@MWHGlobal.com

End of Invitation to Bid

NOTICE OF INTENT TO BID

(Return by November 13, 2017)

TO:	Will Lukrafka, Procurement Manager
E-MAIL:	William.Lukrafka@MWHGlobal.com
PROJECT:	Riverside Park Water Reclamation Facility
RFP:	P-23 Concrete Supply

We have received your RFP invitation and will submit our Proposal on or before the required due date.

☑ **YES** ☐ **NO**

If NO, please state reason:

_____

_____

_____

_____

(Please print the following information:) *(Representing Manufacturer, if applicable:)*

COMPANY: Central Pre-Mix Concrete Co.

CONTACT: Bruce Buck *TITLE:* Sales Manager

DATE: 11-16-17 *PHONE:* 509-370-6804 *FAX:* 509-536-3051

INSTRUCTIONS TO BIDDERS

The terms Purchaser, Buyer and GC/GM, as used herein, are defined as meaning **Joint Venture.** The terms City of Spokane, Client or Customer, as used herein, are defined as meaning **Owner.**

RFP DESCRIPTION

You are invited to submit your best firm price proposal for the equipment and/or materials and related services described herein, complete with technical details, documents, and schedule to design, furnish, fabricate, manufacture, test, and deliver, in accordance with the requirements stated herein and the attached RFP Documents.

PROPOSAL PROCEDURE

Bidder shall advise Buyer of its intent to provide a Proposal, or its election not to provide a Proposal, by completing and returning the attached Intent to Bid Form.

It is the Bidder's responsibility to assure that all documents referenced in the RFP have been included in the Bidder's package. Should the Bidder find discrepancies in, or omissions from, the RFP Documents, or should be in doubt as to their meaning, Bidder shall at once request clarification. Such clarifications must be requested in writing via email to William.Lukrafka@MWHGlobal.com.

All questions pertaining to the submission of your Proposal, including apparent omissions or conflicting RFP Documents, and requests for Technical and Commercial clarification shall be submitted in writing via email to William.Lukrafka@MWHGlobal.com. All clarifications to the RFP Documents will be forwarded to the Bidders in writing, incorporated by written Addenda, and shall become part of the RFP Documents. Any oral instruction or clarification, no matter by whom given, requiring changes in the RFP Documents is invalid unless confirmed in writing as described. The Owner and Buyer will not be bound by any instruction or clarification not so confirmed.

BIDDERS PROPOSAL MUST BE SUBMITTED ON THE BID SCHEDULE INCLUDED IN EXHIBIT A, along with other attachments as required to satisfy the RFP requirements listed herein and attached. Bidder agrees to further itemize the bid prices, and to further describe its offering, when requested.

Proposals shall be signed by a duly authorized representative of the company with the signatory's name and title printed or typed above the signature. Unsigned proposals may be considered invalid.

Buyer reserves the absolute right to withdraw this RFP or to reject or accept all or any part of the proposal without explanation, to waive any informalities therein, or to accept any proposal where it may appear in the Owner's or Buyer's interest to do so. No liability or obligation of any kind shall be attached to the Owner or Buyer by reason of such action.

COMPLIANCE WITH SPECIFICATIONS AND ALTERNATE OFFERINGS

All proposals must respond to the material and/or equipment exactly as described in this RFP and all its attached documents. No modifications to, or deviation from, the RFP specifications shall be made unless authorized by written addenda. Proposals shall be submitted using all criteria specified. FAILURE TO ADDRESS THE BASE BID REQUIREMENTS MAY RESULT IN REJECTION OF THE PROPOSAL.

Options or Alternates that are specified by Buyer as a part of the requirements and/or otherwise set forth as part of this RFP must be submitted as part of Bidder's quotation. Buyer reserves the right to include such options or alternates as part of any Agreement issued as a result of this RFP.

TERMS AND CONDITIONS AND EXCEPTIONS

Any Purchase Agreement resulting from this RFP will be subject to the terms and conditions detailed herein and listed in the RFP Documents in Exhibit B Purchase Agreement. **BIDDER'S PRINTED TERMS AND CONDITIONS WILL NOT BE RECOGNIZED AS A STATEMENT OF EXCEPTION TO THE TERMS AND CONDITIONS OF THIS RFP.** Any exceptions to the Specifications, Drawings, or Terms and Conditions are

discouraged and may result in rejection of Bidder's quotation, but if taken must be separately and specifically stated in writing.

Technical exceptions may be grounds for rejection of the proposal if such exceptions are interpreted as a deviation, or a deletion from the requirements of the Specifications. Commercial exceptions to the terms and provisions of the RFP Documents may be grounds for rejection of the proposal. If the Bidder, with due consideration of the risk of rejection of the proposal believes that exceptions must be taken, all such exceptions must be specifically and clearly listed and defined on the Exceptions Form under Technical Exceptions or Commercial Exceptions. Exceptions must reference to a particular RFP Document, Article number, paragraph, and/or page number in Agreement to be given consideration.

AGREEMENT SCHEDULE AND PRODUCTION PLAN

Your proposal shall be based on delivering the equipment or materials in accordance with Buyer's Required on Site dates set forth in Exhibit B Summary of Requirements.

ALL DELIVERIES SHALL BE COMPLETED NO LATER THAN THE DELIVERY DATE SPECIFIED THEREIN. Production and shipping schedules should be planned accordingly. Approval documents are required as soon as possible after award of Agreement. If Vendor Data Requirements are part of the RFP Documents, approval documents shall be submitted in accordance with the Due Dates set forth therein.

CONFIDENTIALITY

All information that is disclosed by Buyer or Owner through delivery of these files should be considered confidential and proprietary to Buyer and/or Owner. Bidder shall disclose such information only to such employees who have a need to know to carry out the work, and only to those individuals who have read this agreement and agree to be bound by it. No implied licenses or any intellectual property rights are granted hereby.

DIVERSITY PROGRAM

Buyer supports and is dedicated to the furthering of minority business opportunity in the community and requests participation by all Bidders to ensure that qualified minority business enterprises are given the opportunity to participate in the Project. The successful Bidder may be required to document its plan and intended efforts to achieve that plan before final award of an Agreement.

RESPONSIBILITY OF BIDDERS

Each Bidder shall carefully examine all documents and material bound herewith or related hereto, together with all appropriate Addenda. Each Bidder, by making its proposal, represents that 1) it has read and understands the RFP Documents and its proposal is made in accordance therewith; 2) its proposal is based upon the services, materials, and equipment described in the RFP Documents; 3) no extra charge will be allowed for ignorance of the requirements. The inter-relationships of all RFP Documents must be carefully examined by Bidders.

The submission by any Bidder of a proposal shall constitute conclusive evidence of compliance by such Bidder with the above responsibility, and any claim relating to the established Price, at any future time, for labor, equipment or materials required, or for difficulties encountered which could have been foreseen had the Bidder so complied with its responsibilities hereunder, will not be recognized by Owner or Buyer.

The submission of a proposal shall constitute conclusive evidence that the Bidder has satisfied itself, as to the character, quality, and quantities of equipment or materials to be furnished and services to be performed, and as to the requirements of the RFP Documents, and if Bidder's proposal is subsequently accepted, no allowance or concession to the Agreement Price will be made by Owner or Buyer at any time, for lack of such information on the part of the Bidder.

The Owner or the Buyer will not consider, for any purpose, any claim of the Bidder of any mistake or omission in the proposal. Negligence of the Bidder in preparing its proposal shall not confer or be deemed to confer any right of the Bidder to withdraw such proposal after the time fixed in the RFP Documents as the time for receiving and opening of proposals has passed.

End of Instructions to Bidders

EXHIBIT A - BID SCHEDULE **

(Return with the Bid)

SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS

(Return with the Bid)

1. Subcontractors: Listed below are Subcontractors for this Work, type of work to be performed, and the dollar amount of their contract. Bidder agrees Buyer reserves the right to review and approve proposed Sub-Subcontractors prior to award of Agreement.

Sub-Subcontractor Name	Type of Work	Amount	MBE/WBE	% Utilization

2. Major Material Suppliers: Listed below are major material suppliers proposed for this Work, type of goods, and the dollar amount of their contract. Bidder agrees Buyer reserves the right to review and approve proposed major material suppliers prior to award of Agreement.

Supplier	Type of Goods	Amount	MBE/WBE (Yes/No)	% Utilization

COMMERICAL & TECHNICAL EXCEPTIONS FORM

(Return with the Bid)

EXCEPTIONS TO BIDDING DOCUMENTS

Listed below are exceptions to the Bid Documents. NOTE THAT EXCEPTIONS MAY BE CAUSE FOR BID REJECTION. If no exceptions to the Bid Documents are proposed, state "NONE".

Technical Exceptions:

None

Commercial Exceptions:

See Terms & Conditions Attached

Central Pre-Mix Concrete Co.

Material Quotation and Contract

Oldcastle Materials

PO Box 3366, Spokane WA 99220 - Phone: (509) 534-6221 - Fax: (509) 536-3051

Standard Terms and Conditions:

Customer Acknowledgment/Quote Expiration: By scheduling or accepting delivery of any of the Products described herein, Customer agrees to and accepts this Quotation & Contract ("Quote") and all terms and conditions herein. This quote is submitted as a single package. Any additional or different terms proposed by Customer are hereby rejected and if any term or condition in Customer's acceptance of this Quote is in conflict with or not identical to the terms of this Quote then the terms and conditions of this Quote shall prevail. Quote pricing will expire thirty (30) days from the date hereof unless unconditionally accepted by Customer.

Placing Orders; Customer shall be responsible to schedule deliveries by placing orders for quoted items at least five (5) working days prior to the desired delivery date, provided however, that Seller shall have no obligation to schedule delivery until receipt of a signed Quotation & Contract. Standard working hours are Monday through Friday, 6:00 am to 5:00 pm, subject to weather, unless otherwise indicated on this Quotation. Material picked up or delivered prior to or after these hours, as well as on Saturday, Sunday or Holidays, may be subject to an additional charge.

Time. If Seller agrees to deliver the goods, Seller shall make reasonable efforts to deliver the goods by the specified delivery date and shall provide notice to Customer of any expected delays in delivery. Seller is not responsible for failure to supply materials due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

Shipment; Delivery Conditions. Unless otherwise agreed in writing, all materials purchased by Customer shall be FOB Seller's plant sourcing the products. If FOB Destination, the Customer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Customer orders delivery beyond curb line, Customer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.

Stand By Time: Customer is subject to additional charge for stand by time if time on job exceeds 10 min per yard.

Fuel Surcharge: The Fuel Surcharge is based upon the U.S. West Coast Region Diesel pricing as posted at http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp .

Risk of Loss: Risk of Loss of Products transported by Customer hereunder shall be Customer's F.O.B. Seller's plant. Risk of Loss of Products transported by Seller hereunder shall be Seller's F.O.B. Customer's Delivery Location when delivery is complete (i.e. discharge of Seller's product from Seller's equipment at the direction of Customer or Customer's agent).

Credit Contingency/Payment Terms/Past Due Accounts. All sales are contingent on Seller's approval of Customer's credit application. PAYMENT IS DUE on the tenth (10th) day of the calendar month following the date on Seller's invoice. Late payment shall accrue a finance charge of one and one-half percent (1.5%) per month. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Customer's failure to make all payments due in a timely manner.

Taxes: Customer is responsible for all payment of all federal, state and local taxes, assessments, fees, permits, duties and charges levied by reason of this Contract are excluded from and are in addition to the prices quoted.

Limited Warranty; Disclaimer of other Warranties. Seller does not warrant or guarantee finished work. With respect to ready-mix concrete Products, Seller warrants only that Seller's Products will meet A.S.T.M. Standards and Seller disclaims any other warranty. SELLER HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. The seller is not responsible for the slump, strength, and quality of any concrete to which water or other material is added by the Customer or at the Customer's direction after the load has been dispatched.

Limitation of Liability: Seller's liability under this Quotation & Contract is EXPRESSLY LIMITED to the quoted price of Seller's Products. In no event shall Seller be liable for liquidated damages, incidental or consequential damages, increased wages, business interruption, lost profits or other claimed or actual damages caused by or resulting from Customer's use of Seller's products.

Access. Customer shall defend, indemnify and hold Seller harmless from claims and damages to roadways, private drives, sub-grade, utility pipelines or cables, telephone lines, buildings, sidewalks, and their collective appurtenances, and/or other property related to the Delivery Location.

Delays. Seller shall not be responsible for failure to make delivery when prevented by strikes, lockouts or other labor troubles, accidents, or necessary repairs to machinery, fires, flood, adverse weather conditions, or by reason of any other contingencies beyond the Seller's reasonable control. Seller will not be responsible for allocations or priorities that may be imposed by its suppliers.

Truck Clean-Out and Wash-Down. Customer shall provide and designate at the Delivery Location, an area in compliance with all applicable regulations for all ready-mix trucks to clean out wash down. Customer hereby assumes liability for, and agrees to defend, indemnify and hold Seller harmless from, any damage or trespass resulting from Seller's cleaning out and washing down its trucks as provided herein.

Claims by Customer. Claims by Customer shall be deemed waived unless made in writing within ten (10) days from the time of delivery. Seller shall be given full access and opportunity to investigate any claims made hereunder.

Disputes. MANDATORY BINDING ARBITRATION: ALL CLAIMS AND CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER, INCLUDING CLAIMS INVOLVING ANY SURETIES, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE OF SELLER'S SOURCE PLANT FOR THE ORDER. THE AMERICAN ARBITRATION ASSOCIATION SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES.

Accepted by:_____

Date: _____

Sales Rep:_____
Bruce Buck

EXHIBIT B SUMMARY OF REQUIREMENTS

1. **Description of the Materials, Equipment and Services to be Supplied:**

   SELLER is required to provide fabricated materials, equipment and ancillary services as further described herein for the Project. The requirements of Exhibit B form part of the Agreement Documents. The materials, equipment, and services consist of all items necessary to provide:

   P-23 Concrete Supply:

   SELLER's Scope of Work is to furnish the **Cast-In-Place Concrete** whole and complete, **as defined by Specification Section 03 30 00 Cast-in-Place Concrete**, in accordance with the Seller Documents, subject to the Clarifications and Exclusions noted below:

   Clarifications:

   1. Concrete Mix Design, Class 5000F3S1P2C2

   2. Concrete Mix Design, Class 4500F1S1P0C1

   3. Concrete Mix Design, Class CF00F1S1P0C1

   4. Concrete Mix Design, Class 4500F3S1P1C2

   5. Concrete Mix Design, Class BL00F1S1P0C1

2. **Requirements and Materials**

   All equipment, materials, and services shall be manufactured and/or supplied in accordance with this Agreement, including but not limited to the Specifications and Drawings.

3. **Specifications, Drawings, and Other Project Documents**

   The following Attachments are incorporated by reference and are included as Agreement Documents and are located under **Exhibit C – Technical Documents**:

ATTACHMENTS	DESCRIPTION	REVISION	REVISION DATE
Attachment 1	NLT Phase 2 Early Out Package 3 Specifications	0 (IFR)	November – 2017
Attachment 2	NLT Phase 2 Early Out Package 3 Drawings	0 (IFR)	November – 2017
Attachment 3	NLT Phase 2 Early Out Package 3 Details	0 (IFR)	November – 2017
Attachment 4	Washington State Reseller Permit	0	19-February-2016

4. **Delivery Location, Terms, and Time**

   All materials, equipment, and submittals shall be delivered FOB Jobsite: 4401 N. Aubrey L. White Parkway, Spokane, WA. 99205-3939. All freight, duties, tariffs, customs, insurance, and transport charges are prepaid and allowed. All submittals shall be submitted for review in accordance with the Specifications and other Agreement Document requirements.

SUBMITTALS	MATERIAL & EQUIPMENT
MHWC & Slayden, JV 4401 N. Aubrey L. White Parkway Spokane, WA. 99205-3939 **Attn:** Charles Randolph	**MHWC & Slayden, JV** 4401 N. Aubrey L. White Parkway Spokane, WA. 99205-3939 **Attn:** Billy Moore

SELLER agrees to complete the delivery of the materials, equipment, and other items required on or before the following milestone dates:

MILESTONES	Date Required (1)
Complete Submittals to Buyer *(SELLER is responsible for providing approvable submittals which conform to the requirements of the Agreement Documents by the date specified)*	01-December-2017
Submittal Approval *(SELLER shall allow for up to 21 calendar days per submittal review cycle)*	22-December-2017
Fabrication and Delivery Lead Time	As Required to Meet Delivery Date(s)
Equipment Delivery *(BUYER may require earlier delivery by releasing equipment for fabrication after submittal approval. In that case, SELLER shall deliver equipment within the lead time indicated above.)*	As requested by the JV

(1) If submittal approval is delayed due to SELLER's deficient or rejected submittals, SELLER shall expedite re-submittals, fabrication, and delivery time to meet the dates required above.

SELLER agrees to notify BUYER prior to shipping material and equipment a minimum of two (2) business days prior to delivery to the jobsite.

Deliveries shall be coordinated to arrive at the address stated above between the hours of 8:30 am and 3:30 pm MST, Monday through Friday, excluding holidays.

5. Payment Terms

The Agreement total is a lump sum amount. Payment shall be made following receipt of acceptable invoice from SELLER, subject to the following additional requirements:

% OF TOTAL	BASIS	CRITERIA FOR PAYMENT
100%	Bid Item P-23-001	After successful delivery of materials.

End of Exhibit B Summary of Requirements

EXHIBIT C -TECHNICAL DOCUMENTS **

EXHIBIT D - FORM OF AGREEMENT, PURCHASE AGREEMENT **

(Bidder must downloaded documents from the link provided on page 2, Table of Contents of this RFP)

End of RFP

EXHIBIT A - BID SCHEDULE

BID PACKAGE: P-023 Concrete Supply

Rev. 0

BIDDER NAME: Bruce Buck

SPECIFICATION(S): See RFP Table of Contents

DRAWING(S): See RFP Table of Contents

MANUFACTURER: Central Pre-Mix Concrete Co.

BID ITEM	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
P-023 01	Specification Section 03 30 00 Cast-In-Place Concrete: Concrete Mix Design, Class 5000F3S1P2C2 Provide Unit Price Only.	Cubic Yard	2000	160	$320,000.00
P-023 01	Specification Section 03 30 00 Cast-In-Place Concrete: Concrete Mix Design, Class 4500F1S1P0C1 Provide Unit Price Only.	Cubic Yard	225	95	$21,375.00
P-023 01	Specification Section 03 30 00 Cast-In-Place Concrete: Concrete Mix Design, Class CF00F1S1P0C1 Provide Unit Price Only.	Cubic Yard	10	99	$990.00
P-023 01	Specification Section 03 30 00 Cast-In-Place Concrete: Concrete Mix Design, Class 4500F3S1P1C2 Provide Unit Price Only.	Cubic Yard	20	95	$1,900.00
P-023 01	Specification Section 03 30 00 Cast-In-Place Concrete: Concrete Mix Design, Class BL00F1S1P0C1 Provide Unit Price Only.	Cubic Yard	3000	95	$285,000.00
				SUBTOTAL	$629,265.00
				TOTAL BID PRICE	$629,265.00

Bidder acknowledges receipt of the listed Addenda to the RFP. Such Addenda were received prior to submittal of this bid and are made part of Bidder's quote are:

Addendum No.: 0 Date:

Addendum No.: 0 Date:

Addendum No.: 0 Date:

Addendum No.: 0 Date:

The undersigned Bidder agrees, if the bid is accepted, to furnish and deliver all the goods and ancillary services specified in this RFP for the Bid Price FOB Jobsite to: as specified and in

Bidder shall not qualify their bid based on receiving all the equipment specification sections quoted if Bidder is quoting more than one specification section. However, Bidder should base their quote for goods and ancillary services with the knowledge that the goods and ancillary services may be awarded on a per type basis (i.e., by specification section/type of goods and ancillary

SUBMITTED BY:

Name (Print): Bruce A Buck

Title: Sales Manager

Date: 11/16/2017

FOR:

Company Name: Central Pre-Mix Concrete Co

Address: 5111 E Broadway Avenue

Phone Number: 509-370-6804

Fax Number: 509-536-3051

E-mail Address: bbuck@oldcastlematerials.com

NOTE TO BIDDERS:

CONTRACTING ENTITY: If this Bid is selected, the contracting entity for any resulting Purchase Agreement will be the Bidder specified above.

WARRANTY TERM: The warranty term is one (1) year after the date of Substantial Completion of the Project, unless the Agreement Documents or Specifications require a longer period.

COMMERCIAL AND TECHNICAL EXCEPTIONS: If exceptions are taken to MWHC Purchase Agreement and Technical Documents, complete the Exceptions Form Attached.

Commercial Exceptions Noted: ___ YES _x___NO

Technical Exceptions Noted: ___ YES _x___NO

Concrete Bid Quantities Updated	QTY	$/Unit	UOM	TOTAL $
Class 5000F3S1P2	2020	$ 160.00	CY	$ 323,200
Class 45001S1P0C1	225	$ 95.00	CY	$ 21,375
Class CF00F1S1P0C1	20	$ 99.00	CY	$ 1,980
Class 4500 F3S1P1C2	20	$ 95.00	CY	$ 1,900
Class BL00F1S1P0C1	3510	$ 95.00	CY	$ 333,450
Super Plasticizer	5795	$ 4.00	CY	$ 23,180
SUBTOTAL				$ 705,085
TOTAL BID PRICE				$ 705,085

TAB 5 – Self-Perform Estimates

11/29/17

Spokane – GMP 5

Slayden Constructors Self-Perform Work:

Scope of work generally includes Remaining excavation of NLT structure, base rock, sump & building slab on grade.

Scope:

1. Excavation and stockpiling of remaining native material to be stored for backfill.
2. Shoring wall on north side of building excavation
3. 6" of base rock under main building slab on grade
4. 3" rat slab below ballast concrete
5. Concrete slab on grade, including in-slab drainage
6. Placing riprap on west end of river bank armoring
7. Gravel surfacing of road around excavation
8. Tower crane installation

Clarifications:

1. All obstructions in excavation can be removed with excavator onsite in one piece.
2. Ballast slab to be placed in 2 pieces
3. Structural slab to be placed in 8 pieces
4. Curbs are not included in GMP5 and will have rebar epoxy dowled in GMP6.
5. Dewatering is included as an allowance item.

Post Office Box 247
500 Willamette Avenue
Stayton, Oregon 97383

Phone: (503) 769-1969
Fax: (503) 769-4525
www.slayden.com

Oregon: 208848
Washington: SLAYDC1858R2
California: 1011633

Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Perm Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 1000				Land Item	SCHEDULE: I 100						
Description = Site Prep					Unit = LS	Takeoff Quan:	1.000		Engr Quan:		1.000
1000.1	**Wheel Wash**				**Quan: 1.00 EA**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
per detail 2/S-C8-501A											
OPC4	Composite Op crew -4man		24.00	CH	**Prod: 24.0000 HU**		Lab Pcs: 4.00		Eqp Pcs:		0.00
3AGDCR0.75CB	3/4" Minus CSBC@108.8%	2.00	100.00	TON	13.500		1,469				1,469
3PCDSCB	CATCH BASIN@108.8%	1.00	1.00	EA	500.000		544				544
3PV	PIPING AND VALV@108.8%	1.00	1.00	LS	500.000		544				544
3SIGTNW	NON-WOVEN GEOTE@108.8%	1.20	65.00	SY	0.750		53				53
3TLSTSS	STS-Standard@108.8%	1.00	96.00	MHR	6.000		627				627
4ACP	Asphalt - Sub	1.00	600.00	SF	9.500					5,700	5,700
4RB	REBAR - Sub	1.00	1,200.00	LBS	0.850					1,020	1,020
LAB2	Laborer - Pipelayer	1.00	24.00	MH	36.060	2,037					2,037
OPEX3	Op - Excavator 80-130K Lb	2.00	48.00	MH	42.810	4,837					4,837
OPF	Operator Foreman	1.00	24.00	MH	53.940	3,047					3,047
$19,878.36	96.0000 MH/EA		96.00	MH	[4636.37]	9,922		3,237		6,720	19,878
1000.11	**Wheel Wash Maintenance**				**Quan: 4.00 MOS**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
1 HR per Week											
OP2	Operator crew -2man		17.32	CH	**Prod: 4.3300 HU**		Lab Pcs: 2.00		Eqp Pcs:		0.00
3TLSTSS	STS-Standard@108.8%	1.00	34.64	MHR	6.000		226				226
OPEX3	Op - Excavator 80-130K Lb	2.00	34.64	MH	42.810	3,491					3,491
$3,716.96	8.6600 MH/MOS		34.64	MH	[107.808]	3,491		226			3,717
1000.12	**Concrete Washout Area**				**Quan: 3.00 EA**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
Eco blocks lined with plastic											
OP3	Operator crew -3man		10.00	CH	**Prod: 5.0000 HU**		Lab Pcs: 3.00		Eqp Pcs:		0.00
3EPCPS	Plastic Sheetin@108.8%	1.00	100.00	SY	0.330		36				36
3EPCS	Silt Fence@108.8%	1.00	200.00	LF	0.360		78				78
3PCWBLKE	Ecology Block -@108.8%	1.00	18.00	EA	50.000		979				979
3TLSTSS	STS-Standard@108.8%	1.00	30.00	MHR	6.000		196				196
OPEX3	Op - Excavator 80-130K Lb	2.00	20.00	MH	42.810	2,015					2,015
OPF	Operator Foreman	1.00	10.00	MH	53.940	1,270					1,270
$4,574.52	15.0000 MH/EA		30.00	MH	[767.58]	3,285		1,289			4,575
1000.13	**Concrete Washout Maintenance**				**Quan: 11.00 POU**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
Clean out and replace plastic in both washouts											
OP2	Operator crew -2man		22.00	CH	**Prod: 2.0000 HU**		Lab Pcs: 2.00		Eqp Pcs:		0.00
3EPCPS	Plastic Sheetin@108.8%	1.00	1,100.00	SY	0.330		395				395
3TLSTSS	STS-Standard@108.8%	1.00	44.00	MHR	6.000		287				287
OPEX3	Op - Excavator 80-130K Lb	2.00	44.00	MH	42.810	4,434					4,434
$5,116.25	4.0000 MH/POUR		44.00	MH	[188.364]	4,434		682			5,116
1000.21	**Silt Fence - Maintenance**				**Quan: 4.00 MOS**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
Down hill side in East End Estimates.											
OP2	Operator crew -2man		28.00	CH	**Prod: 7.0000 HU**		Lab Pcs: 2.00		Eqp Pcs:		0.00
3EPCS	Silt Fence@108.8%	1.00	200.00	LF	0.360		78				78
3TLSTSS	STS-Standard@108.8%	1.00	56.00	MHR	6.000		366				366
OPEX3	Op - Excavator 80-130K Lb	2.00	56.00	MH	42.810	5,643					5,643
$6,087.30	14.0000 MH/MOS		56.00	MH	[659.275]	5,643		444			6,087
1000.5	**Temp Fence at Top of Slope**				**Quan: 1,300.00 LF**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
includes benched exc											

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Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 1000				Land Item	SCHEDULE: 1 100						
Description =	Site Prep				Unit = LS	Takeoff Quan:		1.000		Engr Quan:	1.000
OP2	Operator crew -2man		13.00	CH	**Prod: 100.0000 UH**			Lab Pcs: 2.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	26.00	MHR	6.000			170			170
94FENCE	Temp Fence	1.00	1,300.00	LF	3.000			3,900			3,900
OPEX3	Op - Excavator 80-130K Lb	2.00	26.00	MH	42.810	2,620					2,620
$6,689.88	0.0200 MH/LF		26.00	MH	[0.942]	2,620		4,070			6,690
1000.6	**Temp Transformer Pad**				**Quan: 9.00 CY**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
Includes curb for containment. Concrete Material in Bid Package											
CO03	Concrete 3-man crew		20.00	CH	**Prod: 20.0000 CH**			Lab Pcs: 3.00		Eqp Pcs:	0.00
3FSW	WOOD FORMWORK@10	1.00	200.00	SF	4.000			870			870
3TLSTSS	STS-Standard@108.8%	1.00	60.00	MHR	6.000			392			392
3WA	Waterstop (hydr@108.8%	1.00	60.00	LF	5.000			326			326
4RB	REBAR - Sub	1.00	1,800.00	LBS	0.850					1,530	1,530
CARP	Carpenter - General	2.00	40.00	MH	43.900	4,134					4,134
CARPF	Carpenter Foreman	1.00	20.00	MH	55.880	2,631					2,631
$9,882.93	6.6666 MH/CY		60.00	MH	[351.218]	6,764		1,588		1,530	9,883
1000.7	**Temp Power Trench/Backfill**				**Quan: 1,300.00 LF**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
use native to BF trench											
OP2	Operator crew -2man		65.00	CH	**Prod: 20.0000 UH**			Lab Pcs: 2.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	130.00	MHR	6.000			849			849
OPEX3	Op - Excavator 80-130K Lb	2.00	130.00	MH	42.810	13,101					13,101
$13,949.36	0.1000 MH/LF		130.00	MH	[4.709]	13,101		849			13,949
1000.8	**Temp Construction water service from CCB**				**Quan: 200.00 LF**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
OP2	Operator crew -2man		10.00	CH	**Prod: 20.0000 UH**			Lab Pcs: 2.00		Eqp Pcs:	0.00
3PV	PIPING AND VALV@108	1.00	1.00	LS	500.000			544			544
3TLSTSS	STS-Standard@108.8%	1.00	20.00	MHR	6.000			131			131
OPEX3	Op - Excavator 80-130K Lb	2.00	20.00	MH	42.810	2,015					2,015
$2,690.05	0.1000 MH/LF		20.00	MH	[4.709]	2,015		675			2,690
1000.9	**Final Slope Seeding**				**Quan: 30,000.00 SF**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
4LSSD	Seeding - Sub	1.00	30,000.00	SF	0.250					7,500	7,500
=====> Item Totals: 1000 - Site Prep											
$80,085.61	496.6400 MH/LS		496.64	MH	[23960.84]	51,276		13,059		15,750	**80,086**
80,085.610	1 LS					51,276.18		13,059.43		15,750.00	80,085.61
BID ITEM = 2000				Land Item	SCHEDULE: 1 100						
Description =	Demolition				Unit = LS	Takeoff Quan:		1.000		Engr Quan:	1.000
2000.4	**Demo Yard Hydrant**				**Quan: 2.00 EA**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
OP3	Operator crew -3man		8.00	CH	**Prod: 4.0000 HU**			Lab Pcs: 3.00		Eqp Pcs:	0.00
3PV	PIPING AND VALV@108	1.00	2.00	EA	200.000			435			435
3TLSTSS	STS-Standard@108.8%	1.00	24.00	MHR	6.000			157			157
OPEX3	Op - Excavator 80-130K Lb	2.00	16.00	MH	42.810	1,612					1,612
OPF	Operator Foreman	1.00	8.00	MH	53.940	1,016					1,016
$3,220.07	12.0000 MH/EA		24.00	MH	[614.065]	2,628		592			3,220
=====> Item Totals: 2000 - Demolition											
$3,220.07	24.0000 MH/LS		24.00	MH	[1228.13]	2,628		592			**3,220**

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Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 2000				Land Item	SCHEDULE: 1 100						
Description = Demolition				Unit = LS	Takeoff Quan: 1.000				Engr Quan: 1.000		
3,220.070		1 LS				2,628.20		591.87			3,220.07
BID ITEM = 3000				Land Item	SCHEDULE: 1 100						
Description = Earthwork				Unit = LS	Takeoff Quan: 1.000				Engr Quan: 1.000		
3000.0	**West River Bank Armoring Riprap**				**Quan: 615.00 CY Hrs/Shft: 8.00 Cal: 40 WC: NONE**						
Assumes all material is available from stockpile.											
OPC4	Composite Op crew -4man		61.50	CH	**Prod: 10.0000 UH**			Lab Pcs: 4.00	Eqp Pcs:		0.00
3TLSTSS	STS-Standard@108.8%	1.00	246.00	MHR	6.000			1,606			1,606
LAB2	Laborer - Pipelayer	1.00	61.50	MH	36.060	4,746					4,746
OPEX3	Op - Excavator 80-130K Lb	2.00	123.00	MH	42.810	11,268					11,268
OPF	Operator Foreman	1.00	61.50	MH	53.940	7,099					7,099
$24,719.24	0.4000 MH/CY		246.00	MH	[17.562]	23,113		1,606			24,719
3000.1	**Excavation Engineering**				**Quan: 1.00 LS Hrs/Shft: 10.00 Cal: 50 WC: NONE**						
93PE	ENGINEERING	1.00	1.00	LS	5,000.000			5,000			5,000
3000.3	**Excavate to Stockpile**				**Quan: 15,374.00 CY Hrs/Shft: 10.00 Cal: 50 WC: NONE**						
43011CY - Road & Staging area embankments + 300 CY for 3" fat slab											
OPC6	Composite Op crew -5man		153.74	CH	**Prod: 120.0000 UH**			Lab Pcs: 6.00	Eqp Pcs:		0.00
3TLSTSS	STS-Standard@108.8%	1.00	765.58	MHR	6.000			4,998			4,998
OPEX3	Op - Excavator 80-130K Lb	5.00	765.58	MH	42.810	77,151					77,151
OPF	Operator Foreman	1.00	153.12	MH	53.940	19,442					19,442
$101,591.21	0.0500 MH/CY		918.70	MH	[2.457]	96,594		4,998			101,591
3000.31	**Excavate ramp into excavation**				**Quan: 1,000.00 CY Hrs/Shft: 10.00 Cal: 50 WC: NONE**						
OPC6	Composite Op crew -5man		10.00	CH	**Prod: 100.0000 UH**			Lab Pcs: 6.00	Eqp Pcs:		0.00
3TLSTSS	STS-Standard@108.8%	1.00	50.00	MHR	6.000			326			326
OPEX3	Op - Excavator 80-130K Lb	5.00	50.00	MH	42.810	5,039					5,039
OPF	Operator Foreman	1.00	10.00	MH	53.940	1,270					1,270
$6,634.89	0.0600 MH/CY		60.00	MH	[2.948]	6,308		326			6,635
3000.32	**Stockpile boulders**				**Quan: 1.00 LS Hrs/Shft: 10.00 Cal: 50 WC: NONE**						
OP3	Operator crew -3man		50.00	CH	**Prod: 50.0000 HU**			Lab Pcs: 3.00	Eqp Pcs:		0.00
3TLSTSS	STS-Standard@108.8%	1.00	150.00	MHR	6.000			979			979
OPEX3	Op - Excavator 80-130K Lb	2.00	100.00	MH	42.810	10,077					10,077
OPF	Operator Foreman	1.00	50.00	MH	53.940	6,349					6,349
$17,405.41	150.0000 MH/LS		150.00	MH	[7675.8]	16,426		979			17,405
3000.4	**Excavate around shoring wall**				**Quan: 1.00 LS Hrs/Shft: 10.00 Cal: 50 WC: NONE**						
Includes support for lagging and tie-backs											
OP3	Operator crew -3man		260.00	CH	**Prod: 260.0000 CH**			Lab Pcs: 3.00	Eqp Pcs:		0.00
3TLSTSS	STS-Standard@108.8%	1.00	780.00	MHR	6.000			5,092			5,092
OPEX3	Op - Excavator 80-130K Lb	2.00	520.00	MH	42.810	52,403					52,403
OPF	Operator Foreman	1.00	260.00	MH	53.940	33,013					33,013
$90,508.14	780.0000 MH/LS		780.00	MH	[39914.16]	85,416		5,092			90,508
3000.5	**Detailed Excavation at bottom**				**Quan: 66,306.00 SF Hrs/Shft: 10.00 Cal: 50 WC: NONE**						
OPC4	Composite Op crew -4man		26.52	CH	**Prod: 2,500.0000 UH**			Lab Pcs: 4.00	Eqp Pcs:		0.00
3TLSTSS	STS-Standard@108.8%	1.00	106.09	MHR	6.000			693			693

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Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 3000				Land Item	SCHEDULE: 1 100						
Description = Earthwork				Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
LAB2	Laborer - Pipelayer	1.00	26.52	MH	36.060	2,251					2,251
OPEX3	Op - Excavator 80-130K Lb	2.00	53.04	MH	42.810	5,345					5,345
OPF	Operator Foreman	1.00	26.52	MH	53.940	3,367					3,367
$11,656.18	0.0015 MH/SF		106.08	MH	[0.077]	10,964		693			11,656
3000.6	**Base Rock (6") Under Slab**				**Quan: 837.00 CY**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
OPC4	Composite Op crew -4man		55.80	CH	**Prod: 15.0000 UH**	Lab Pcs:	4.00	Eqp Pcs:			0.00
2AGDCR0.75M	3/4" Minus Delivered	2.00	1,674.00	TON	13.500		22,599				22,599
2AGDCR2.5PR	2 1/2" Minus Pit Run Deliv	2.00	80.00	TON	25.000		2,000				2,000
2SIGTNW	NON-WOVEN GEOTEXTI	1.10	5,518.70	SY	0.750		4,139				4,139
3TLSTSS	STS-Standard@108.8%	1.00	223.20	MHR	6.000			1,457			1,457
LAB2	Laborer - Pipelayer	1.00	55.80	MH	36.060	4,737					4,737
OPEX3	Op - Excavator 80-130K Lb	2.00	111.60	MH	42.810	11,246					11,246
OPF	Operator Foreman	1.00	55.80	MH	53.940	7,085					7,085
$53,263.33	0.2666 MH/CY		223.20	MH	[12.879]	23,068	28,738	1,457			53,263
3000.61	**Rat Slab (3")**				**Quan: 300.00 CY**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
Concrete Material in Bid Package											
CO05	Concrete 5-man crew		24.00	CH	**Prod: 2.5000 UM**	Lab Pcs:	5.00	Eqp Pcs:			0.00
3TLSTSS	STS-Standard@108.8%	1.00	120.00	MHR	6.000			783			783
CARP	Carpenter - General	3.00	72.00	MH	43.900	7,441					7,441
CARPF	Carpenter Foreman	1.00	24.00	MH	55.880	3,157					3,157
LAB1	Laborer - General	1.00	24.00	MH	38.160	2,156					2,156
$13,536.75	0.4000 MH/CY		120.00	MH	[19.865]	12,753		783			13,537
3000.62	**Backfill Around Footing (4')**				**Quan: 372.00 CY**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
cap with 12" of aggregate											
OPC4	Composite Op crew -4man		24.80	CH	**Prod: 15.0000 UH**	Lab Pcs:	4.00	Eqp Pcs:			0.00
2AGDDRDR	Drain Rock Delivered	2.00	270.00	TON	13.500		3,645				3,645
3TLSTSS	STS-Standard@108.8%	1.00	99.20	MHR	6.000			648			648
LAB2	Laborer - Pipelayer	1.00	24.80	MH	36.060	2,105					2,105
OPEX3	Op - Excavator 80-130K Lb	2.00	49.60	MH	42.810	4,998					4,998
OPF	Operator Foreman	1.00	24.80	MH	53.940	3,149					3,149
$14,545.13	0.2666 MH/CY		99.20	MH	[12.879]	10,253	3,645	648			14,545
3000.7	**Stockpile Covering**				**Quan: 35,100.00 SF**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
Assume 20' high stockpile											
OP3	Operator crew -3man		35.10	CH	**Prod: 1,000.0000 UH**	Lab Pcs:	2.00	Eqp Pcs:			0.00
3EPCPS	Plastic Sheetin@108.8%	1.20	4,665.60	SY	0.330			1,675			1,675
3EPCSB	Filled Sandbags@108.8%	1.10	386.10	EA	5.000			2,100			2,100
3TLSTSS	STS-Standard@108.8%	1.00	105.30	MHR	6.000			687			687
OPEX3	Op - Excavator 80-130K Lb	2.00	70.20	MH	42.810	7,074					7,074
OPF	Operator Foreman	1.00	35.10	MH	53.940	4,457					4,457
$15,994.12	0.0030 MH/SF		105.30	MH	[0.154]	11,531		4,463			15,994
3000.71	**Drain Swale at base of stockpile**				**Quan: 400.00 LF**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
OP2	Operator crew -2man		8.00	CH	**Prod: 50.0000 UH**	Lab Pcs:	2.00	Eqp Pcs:			0.00
2AGDCR2.5PR	2 1/2" Minus Pit Run Deliv	2.00	60.00	TON	15.750		945				945
3PVPCDCADS08	8" ADS Drain Pi@108.8%	1.00	400.00	LF	5.500			2,394			2,394
3TLSTSS	STS-Standard@108.8%	1.00	16.00	MHR	6.000			104			104
OPEX3	Op - Excavator 80-130K Lb	2.00	16.00	MH	42.810	1,612					1,612
$5,055.45	0.0400 MH/LF		16.00	MH	[1.884]	1,612	945	2,498			5,055

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Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 3000				Land Item	SCHEDULE: 1 100						
Description = Earthwork				Unit = LS	Takeoff Quan: 1.000				Engr Quan:		1.000
3000.8	**Excavated Slope Protection**				**Quan: 23,200.00 SF Hrs/Shft: 10.00 Cal: 50 WC: NONE**						
OP3	Operator crew -3man		23.20	CH	**Prod: 1,000.0000 UH**			Lab Pcs: 3.00	Eqp Pcs:		0.00
3EPCPS	Plastic Sheetin@108.8%	1.20	3,120.00	SY	0.330			1,120			1,120
3EPCSB	Filled Sandbags@108.8%	1.10	286.00	EA	5.000			1,556			1,556
3TLSTSS	STS-Standard@108.8%	1.00	69.60	MHR	6.000			454			454
OPEX3	Op - Excavator 80-130K Lb	2.00	46.40	MH	42.810	4,676					4,676
OPF	Operator Foreman	1.00	23.20	MH	53.940	2,946					2,946
$10,752.16	0.0030 MH/SF		69.60	MH	[0.154]	7,622		3,130			10,752
=====> **Item Totals:**	**3000 - Earthwork**										
$370,662.01	2,894.0800 MH/LS		2,894.08	MH	[142832.26]	305,661	33,328	31,673			**370,662**
370,662.010	1 LS					305,661.03	33,328.03	31,672.95			370,662.01
BID ITEM = 5000				Land Item	SCHEDULE: 1 100						
Description = Temp Roads				Unit = LS	Takeoff Quan: 1.000				Engr Quan:		1.000
5000.1	**Temp Road**				**Quan: 445.00 CY Hrs/Shft: 8.00 Cal: 40 WC: NONE**						
20'x12" thick road on North & East side of NLT excavation											
OPC4	Composite Op crew -4man		14.83	CH	**Prod: 30.0000 UH**			Lab Pcs: 4.00	Eqp Pcs:		0.00
2SIGTNW	NON-WOVEN GEOTEXTI	1.10	1,466.30	SY	0.750		1,100				1,100
3AGDCR1.5	1.5" Minus Deli@108.8%	2.00	890.00	TON	13.500			13,072			13,072
3TLSTSS	STS-Standard@108.8%	1.00	59.33	MHR	6.000			387			387
LAB2	Laborer - Pipelayer	1.00	14.83	MH	36.060	1,144					1,144
OPEX3	Op - Excavator 80-130K Lb	2.00	29.67	MH	42.810	2,718					2,718
OPF	Operator Foreman	1.00	14.83	MH	53.940	1,712					1,712
$20,133.79	0.1333 MH/CY		59.33	MH	[5.8544]	5,574	1,100	13,460			20,134
5000.2	**Road Maintenance**				**Quan: 300.00 CY Hrs/Shft: 10.00 Cal: 50 WC: NONE**						
OP3	Operator crew -3man		30.00	CH	**Prod: 10.0000 UH**			Lab Pcs: 3.00	Eqp Pcs:		0.00
3AGDCR1.5	1.5" Minus Deli@108.8%	2.00	600.00	TON	13.500			8,813			8,813
3TLSTSS	STS-Standard@108.8%	1.00	90.00	MHR	6.000			588			588
OPEX3	Op - Excavator 80-130K Lb	2.00	60.00	MH	42.810	6,046					6,046
OPF	Operator Foreman	1.00	30.00	MH	53.940	3,809					3,809
$19,256.04	0.3000 MH/CY		90.00	MH	[15.352]	9,856		9,400			19,256
5000.3	**Road Grading (EOP 1 & 2)**				**Quan: 1.00 LS Hrs/Shft: 10.00 Cal: 50 WC: NONE**						
4EWGR	Grading - Sub	1.00	4.00	DAYS	2,000.000					8,000	8,000
=====> **Item Totals:**	**5000 - Temp Roads**										
$47,389.83	149.3300 MH/LS		149.33	MH	[7210.35]	15,430	1,100	22,860		8,000	**47,390**
47,389.830	1 LS					15,430.15	1,099.73	22,859.95		8,000.00	47,389.83
BID ITEM = 6000				Land Item	SCHEDULE: 1 100						
Description = Tower Crane Erection				Unit = LS	Takeoff Quan: 1.000				Engr Quan:		1.000
6000.0	**Crane Foundation Engineering**				**Quan: 1.00 LS Hrs/Shft: 10.00 Cal: 50 WC: NONE**						
93PE	ENGINEERING	1.00	1.00	LS	5,000.000			5,000			5,000

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Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 6000				Land Item	SCHEDULE: 1 100						
Description =	Tower Crane Erection				Unit = LS	Takeoff Quan:		1.000		Engr Quan:	1.000
6000.1	**Crane Footing Excavation**				**Quan: 460.00 CY**	**Hrs/Shft: 10.00**		**Cal: 50**		**WC: NONE**	
OPC4	Composite Op crew -4man		11.50	CH	**Prod: 40.0000 UH**			Lab Pcs: 4.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	46.00 MHR		6.000			300			300
LAB2	Laborer - Pipelayer	1.00	11.50 MH		36.060	976					976
OPEX3	Op - Excavator 80-130K Lb	2.00	23.00 MH		42.810	2,318					2,318
OPF	Operator Foreman	1.00	11.50 MH		53.940	1,460					1,460
$5,054.50	0.1000 MH/CY		46.00 MH		[4.83]	4,754		300			5,055
6000.2	**Base Rock (2"**				**Quan: 91.00 CY**	**Hrs/Shft: 10.00**		**Cal: 50**		**WC: NONE**	
OPC4	Composite Op crew -4man		6.06	CH	**Prod: 15.0000 UH**			Lab Pcs: 4.00		Eqp Pcs:	0.00
2AGDCR0.75M	3/4" Minus Delivered	2.00	182.00 TON		13.500		2,457				2,457
2SIGTNW	NON-WOVEN GEOTEXTI	1.10	100.00 SY		0.750		116				116
3TLSTSS	STS-Standard@108.8%	1.00	24.27 MHR		6.000			158			158
LAB2	Laborer - Pipelayer	1.00	6.07 MH		36.060	515					515
OPEX3	Op - Excavator 80-130K Lb	2.00	12.13 MH		42.810	1,222					1,222
OPF	Operator Foreman	1.00	6.07 MH		53.940	771					771
$5,239.31	0.2667 MH/CY		24.27 MH		[12.881]	2,508	2,573	158			5,239
6000.3	**Set Crane Foundation Anchors**				**Quan: 4.00 EA**	**Hrs/Shft: 10.00**		**Cal: 50**		**WC: NONE**	
Assist erector with installation											
IW2	Iron Worker 2-man crew		8.00	CH	**Prod: 2.0000 HU**			Lab Pcs: 2.00		Eqp Pcs:	0.00
2FA	Crane Foundation Anchors	1.00	1.00 LS		18,000.000		18,000				18,000
3TLSTSE	STS-Steel Erect@108.8%	1.00	16.00 MHR		7.000			122			122
IW	Ironworker	2.00	16.00 MH		59.400	2,237					2,237
$20,359.10	4.0000 MH/EA		16.00 MH		[261.36]	2,237	18,000	122			20,359
6000.4	**Backfill Footing**				**Quan: 120.00 CY**	**Hrs/Shft: 10.00**		**Cal: 50**		**WC: NONE**	
Use Native											
OPC4	Composite Op crew -4man		8.00	CH	**Prod: 15.0000 UH**			Lab Pcs: 4.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	32.00 MHR		6.000			209			209
LAB2	Laborer - Pipelayer	1.00	8.00 MH		36.060	679					679
OPEX3	Op - Excavator 80-130K Lb	2.00	16.00 MH		42.810	1,612					1,612
OPF	Operator Foreman	1.00	8.00 MH		53.940	1,016					1,016
$3,516.18	0.2666 MH/CY		32.00 MH		[12.879]	3,307		209			3,516
6000.5	**Tower Crane Mob**				**Quan: 10.00 LDS**	**Hrs/Shft: 10.00**		**Cal: 50**		**WC: NONE**	
OP2	Operator crew -2man		20.00	CH	**Prod: 2.0000 HU**			Lab Pcs: 2.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	40.00 MHR		6.000			261			261
5TRFLD	Trucking - Flat@108.8%	1.00	10.00 LD		2,000.000			21,760			21,760
OPEX3	Op - Excavator 80-130K Lb	2.00	40.00 MH		42.810	4,031					4,031
$26,052.11	4.0000 MH/LDS		40.00 MH		[188.364]	4,031		22,021			26,052
6000.6	**Tower Crane Erection**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 50**		**WC: NONE**	
Quote from NW Towercrane.											
OP1-3	Operator crew -1man G3		24.00	CH	**Prod: 24.0000 HU**			Lab Pcs: 1.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	24.00 MHR		6.000			157			157
4TCER	Tower Crane Erection	1.00	1.00 LS		51,710.000					51,710	51,710
OPEX3	Op - Excavator 80-130K Lb	1.00	24.00 MH		42.810	2,419					2,419
$54,285.26	24.0000 MH/LS		24.00 MH		[1130.18]	2,419		157		51,710	54,285
6000.61	**Testing & Certification**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 50**		**WC: NONE**	

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Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 6000				Land Item	SCHEDULE: 1 100						
Description =	Tower Crane Erection				Unit = LS	Takeoff Quan:		1.000		Engr Quan:	1.000
4INSP	Third Party Inspection & Ce	1.00	1.00	LS	5,500.000					5,500	5,500
4LOAD	Crane Load Testing	1.00	1.00	LS	6,000.000					6,000	6,000
$11,500.00					[ ]					11,500	11,500
T031100	**Wood Formwork**				**Quan: 640.00 SF**	**Hrs/Shft: 10.00**		**Cal: 50**		**WC: NONE**	
3FSW	WOOD FORMWORK@10	1.00	640.00	SF	3.000			2,089			2,089
T032000	**Reinforcing Steel**				**Quan: 190.00 CY**	**Hrs/Shft: 10.00**		**Cal: 50**		**WC: NONE**	
IW1	Iron Worker 1-man crew		4.00	CH	**Prod: 4.0000 CH**			Lab Pcs: 1.00		Eqp Pcs:	0.00
3TLSTSE	STS-Steel Erect@108.8%	1.00	4.00	MHR	7.000			30			30
4RB	REBAR - Sub	1.00	35,000.00	LBS	0.850					29,750	29,750
IW	Ironworker	1.00	4.00	MH	59.400	559					559
$30,339.77	0.0210 MH/CY		4.00	MH	[1.376]	559		30		29,750	30,340
T033217	**SOG Edge Forms 32"-36"**				**Quan: 640.00 SFC**	**Hrs/Shft: 10.00**		**Cal: 50**		**WC: NONE**	
CO05	Concrete 5-man crew		36.57	CH	**Prod: 3.5000 UM**			Lab Pcs: 5.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	182.86	MHR	6.000			1,194			1,194
CARP	Carpenter - General	3.00	109.71	MH	43.900	11,338					11,338
CARPF	Carpenter Foreman	1.00	36.57	MH	55.880	4,810					4,810
LAB1	Laborer - General	1.00	36.57	MH	38.160	3,285					3,285
$20,626.71	0.2857 MH/SFCA		182.85	MH	[14.189]	19,433		1,194			20,627
T033230	**SOG Setup & Place**				**Quan: 205.00 CY**	**Hrs/Shft: 10.00**		**Cal: 50**		**WC: NONE**	
CO05	Concrete 5-man crew		13.66	CH	**Prod: 3.0000 UM**			Lab Pcs: 5.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	68.33	MHR	6.000			446			446
CARP	Carpenter - General	3.00	41.00	MH	43.900	4,237					4,237
CARPF	Carpenter Foreman	1.00	13.67	MH	55.880	1,798					1,798
LAB1	Laborer - General	1.00	13.67	MH	38.160	1,228					1,228
$7,709.16	0.3333 MH/CY		68.34	MH	[16.556]	7,263		446			7,709
T033230.1	**Rat SOG Setup & Place**				**Quan: 20.00 CY**	**Hrs/Shft: 10.00**		**Cal: 50**		**WC: NONE**	
CO05	Concrete 5-man crew		4.00	CH	**Prod: 1.0000 UM**			Lab Pcs: 5.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	20.00	MHR	6.000			131			131
CARP	Carpenter - General	3.00	12.00	MH	43.900	1,240					1,240
CARPF	Carpenter Foreman	1.00	4.00	MH	55.880	526					526
LAB1	Laborer - General	1.00	4.00	MH	38.160	359					359
$2,256.12	1.0000 MH/CY		20.00	MH	[49.663]	2,126		131			2,256
T033240	**SOG Finish**				**Quan: 1,024.00 SFSA**	**Hrs/Shft: 10.00**		**Cal: 50**		**WC: NONE**	
CO05	Concrete 5-man crew		2.04	CH	**Prod: 100.0000 UM**			Lab Pcs: 5.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	10.24	MHR	6.000			67			67
CARP	Carpenter - General	3.00	6.14	MH	43.900	635					635
CARPF	Carpenter Foreman	1.00	2.05	MH	55.880	270					270
LAB1	Laborer - General	1.00	2.05	MH	38.160	184					184
$1,155.17	0.0100 MH/SFSA		10.24	MH	[0.497]	1,088		67			1,155
=====> **Item Totals:**	**6000**		**- Tower Crane Erection**								
$195,182.35	467.7000 MH/LS		467.70	MH	[23236.43]	49,726	20,573	31,924		92,960	**195,182**
195,182.350	1 LS					49,725.98	20,572.50	31,923.87		92,960.00	195,182.35

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Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Perm Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 7000				Land Item	SCHEDULE: 1 100						
Description =	Shoring Wall			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
7000.1	**Shoring Sub**				**Quan: 9,125.00 SF**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
Total Value of $1,002,910, but $197,100 for materials purchased from GMP4 Allowance											
4SH	SHORING - Sub	1.00	1.00	LS	805,810.000					805,810	805,810
7000.2	**Traffic Barrier at Top of Wall**				**Quan: 370.00 LF**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
Jersey Barrier											
OP3	Operator crew -3man		7.40	CH	**Prod:**	**50.0000 UH**	Lab Pcs:	3.00	Eqp Pcs:		0.00
3PCKRS	Standard Barrie@108.8%	1.00	370.00	LF	30.000			12,077			12,077
3TLSTSS	STS-Standard@108.8%	1.00	22.20	MHR	6.000			145			145
OPEX3	Op - Excavator 80-130K Lb	2.00	14.80	MH	42.810	1,491					1,491
OPF	Operator Foreman	1.00	7.40	MH	53.940	940					940
$14,652.80	0.0600 MH/LF		22.20	MH	[3.07]	2,431		12,222			14,653
=====> Item Totals: 7000 - Shoring Wall											
$820,462.80	22.2000 MH/LS		22.20	MH	[1136.02]	2,431		12,222		805,810	**820,463**
820,462.800	1 LS					2,431.08		12,221.72		805,810.00	820,462.80
PARENT ITEM = 8000											
Description =	Early Concrete Package (Slabs)			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		1.000
Listing of Sub-Biditems of Parent Item 8000:											
BID ITEM = 8030				Land Item	SCHEDULE: 1 100						
Description =	Concrete			Unit =	LS	Takeoff Quan:		1.000	Engr Quan:		0.000
8030.1	**Weather Protection**				**Quan: 6.00 PLA**	**Hrs/Shft: 10.00**	**Cal: 606**	**WC: NONE**			
Structural Slab Only											
CO05	Concrete 5-man crew		24.00	CH	**Prod:**	**4.0000 UH**	Lab Pcs:	5.00	Eqp Pcs:		0.00
3COWPBLANK	Concrete Blanke@108.8%	1.00	50.00	EA	75.000			4,080			4,080
3LU	LUMBER@108.8%	1.00	1.00	LS	2,500.000			2,720			2,720
3READ	Temperature Pro@108.8%	1.00	1.00	EA	2,000.000			2,176			2,176
3SIVB04	4 Mil Poly Vapo@108.8%	1.00	50,000.00	SF	0.030			1,632			1,632
3TEMPP	Temperature Pro@108.8%	1.00	18.00	EA	50.000			979			979
3TLSTSS	STS-Standard@108.8%	1.00	120.00	MHR	6.000			783			783
CARP	Carpenter - General	3.00	72.00	MH	43.900	7,892					7,892
CARPF	Carpenter Foreman	1.00	24.00	MH	55.880	3,348					3,348
LAB1	Laborer - General	1.00	24.00	MH	38.160	2,287					2,287
$25,897.28	20.0000 MH/PLAC		120.00	MH	[1053.483]	13,527		12,371			25,897
8030.2	**Rebar Caps (safety)**				**Quan: 3,000.00 EA**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
LAB1	Laborer crew -1man		50.00	CH	**Prod:**	**60.0000 UH**	Lab Pcs:	1.00	Eqp Pcs:		0.00
3SAFCAP	Rebar Caps@108.8%	1.00	3,000.00	EA	1.500			4,896			4,896
3TLSTSS	STS-Standard@108.8%	1.00	50.00	MHR	6.000			326			326
LAB1	Laborer - General	1.00	50.00	MH	38.160	4,491					4,491
$9,713.83	0.0166 MH/EA		50.00	MH	[0.7]	4,491		5,222			9,714
T031100	**Wood Formwork**				**Quan: 4,863.00 SF**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
3FSW	WOOD FORMWORK@10	1.00	4,863.00	SF	5.000			26,455			26,455
5TRFLD	Trucking - Flat@108.8%	1.00	4.00	LD	2,000.000			8,704			8,704
$35,158.72					[ ]			35,159			35,159

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Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 8030				Land Item	SCHEDULE: 1 100						
Description = Concrete				Unit = LS	Takeoff Quan: 1.000				Engr Quan:		0.000
T032000	**Reinforcing Steel Support**			**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 606**		**WC: NONE**		
IW2	Iron Worker 3-man crew		50.00	CH	**Prod: 50.0000 HU**		Lab Pcs: 2.00		Eqp Pcs:		0.00
3TLSTSE	STS-Steel Erect@108.8%	1.00	100.00	MHR	7.000		762				762
IW	Ironworker	2.00	100.00	MH	59.400	14,831					14,831
$15,592.23	100.0000 MH/LS		100.00	MH	[6930.2]	14,831	762				15,592
T032000.1	**Extra bar for placing safety**			**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 606**		**WC: NONE**		
#4 bar at 12" oc EW with WWF over the top.											
IW4	Iron Worker 4-man crew		10.00	CH	**Prod: 10.0000 HU**		Lab Pcs: 4.00		Eqp Pcs:		0.00
3TLSTSE	STS-Steel Erect@108.8%	1.00	40.00	MHR	7.000		305				305
4RB	REBAR - Sub	1.00	45,000.00	LBS	0.850				38,250		38,250
4RBWWF	Wire Fabric S&I	1.05	300.00	SH	70.000				21,000		21,000
IW	Ironworker	4.00	40.00	MH	59.400	5,932					5,932
$65,486.89	40.0000 MH/LS		40.00	MH	[2772.08]	5,932	305		59,250		65,487
T033001.1	**Misc Concrete Materials**			**Quan: 2,020.00 CY**	**Hrs/Shft: 10.00**		**Cal: 50**		**WC: NONE**		
Based on Structural Slab Quantity											
2COMA	Concrete Materials	1.00	2,020.00 CY		20.000		40,400				40,400
2COMWS	Water Stop	1.00	2,300.00 LF		3.000		6,900				6,900
$47,300.00					[ ]		47,300				47,300
T033218	**SOG Edge Forms 51"**			**Quan: 3,130.00 SFC**	**Hrs/Shft: 10.00**		**Cal: 606**		**WC: NONE**		
CO07	Concrete 7-man crew		120.00	CH	**Prod: 3.7500 UM**		Lab Pcs: 7.00		Eqp Pcs:		0.00
3TLSTSS	STS-Standard@108.8%	1.00	840.00	MHR	6.000		5,484				5,484
CARP	Carpenter - General	5.00	600.00	MH	43.900	65,764					65,764
CARPF	Carpenter Foreman	1.00	120.00	MH	55.880	16,742					16,742
LAB1	Laborer - General	1.00	120.00	MH	38.160	11,433					11,433
$99,422.78	0.2666 MH/SFCA		840.00	MH	[13.936]	93,939	5,484				99,423
T033218.1	**Clean upper 20" of form after Ballast Pl**			**Quan: 1,235.00 SF**	**Hrs/Shft: 10.00**		**Cal: 606**		**WC: NONE**		
Scrape, clean & oil remaining formwork after ballast placement											
LAB1	Laborer crew -1man		82.33	CH	**Prod: 15.0000 UH**		Lab Pcs: 1.00		Eqp Pcs:		0.00
3TLSTSS	STS-Standard@108.8%	1.00	82.33	MHR	6.000		537				537
LAB1	Laborer - General	1.00	82.33	MH	38.160	7,844					7,844
$8,381.49	0.0666 MH/SF		82.33	MH	[2.968]	7,844	537				8,381
T033225	**SOG Bulkhead 18"-23" (20" Slab)**			**Quan: 1,150.00 SFC**	**Hrs/Shft: 10.00**		**Cal: 606**		**WC: NONE**		
CO07	Concrete 7-man crew		109.52	CH	**Prod: 1.5000 UM**		Lab Pcs: 7.00		Eqp Pcs:		0.00
3TLSTSS	STS-Standard@108.8%	1.00	766.67	MHR	6.000		5,005				5,005
CARP	Carpenter - General	5.00	547.62	MH	43.900	60,023					60,023
CARPF	Carpenter Foreman	1.00	109.52	MH	55.880	15,280					15,280
LAB1	Laborer - General	1.00	109.52	MH	38.160	10,435					10,435
$90,742.25	0.6666 MH/SFCA		766.66	MH	[34.838]	85,737	5,005				90,742
T033225.1	**SOG Shallow Sump Blockouts**			**Quan: 24.00 SF**	**Hrs/Shft: 10.00**		**Cal: 606**		**WC: NONE**		
CO02	Concrete 2-man crew		9.60	CH	**Prod: 1.2500 UM**		Lab Pcs: 2.00		Eqp Pcs:		0.00
3TLSTSS	STS-Standard@108.8%	1.00	19.20	MHR	6.000		125				125
CARP	Carpenter - General	2.00	19.20	MH	43.900	2,104					2,104
$2,229.79	0.8000 MH/SF		19.20	MH	[40.975]	2,104	125				2,230

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Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 8030				Land Item	SCHEDULE: 1 100						
Description = Concrete					Unit = LS	Takeoff Quan:		1.000		Engr Quan:	0.000
T033225.2	**SOG Thickened Edge Form**				**Quan: 50.00 SF**	**Hrs/Shft: 10.00**		**Cal: 606**		**WC: NONE**	
CO04	Concrete 4-man crew		12.50	CH	**Prod: 1.0000 UM**			Lab Pcs: 4.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	50.00	MHR	6.000			326			326
CARP	Carpenter - General	2.00	25.00	MH	43.900	2,740					2,740
CARPF	Carpenter Foreman	1.00	12.50	MH	55.880	1,744					1,744
LAB1	Laborer - General	1.00	12.50	MH	38.160	1,191					1,191
$6,001.49	1.0000 MH/SF		50.00	MH	[53.038]	5,675		326			6,001
T033226	**SOG Bulkhead 24"-31" (31" Ballast Slab)**				**Quan: 823.00 SFC**	**Hrs/Shft: 10.00**		**Cal: 606**		**WC: NONE**	
CO07	Concrete 7-man crew		33.59	CH	**Prod: 3.5000 UM**			Lab Pcs: 7.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	235.14	MHR	6.000			1,535			1,535
CARP	Carpenter - General	5.00	167.96	MH	43.900	18,410					18,410
CARPF	Carpenter Foreman	1.00	33.59	MH	55.880	4,686					4,686
LAB1	Laborer - General	1.00	33.59	MH	38.160	3,200					3,200
$27,831.26	0.2857 MH/SFCA		235.14	MH	[14.931]	26,296		1,535			27,831
T033230	**SOG Setup & Place (Ballast Slab)**				**Quan: 3,210.00 CY**	**Hrs/Shft: 10.00**		**Cal: 606**		**WC: NONE**	
CO10	Concrete 10-man crew		32.10	CH	**Prod: 10.0000 UM**			Lab Pcs: 10.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	321.00	MHR	6.000			2,095			2,095
CARP	Carpenter - General	6.00	192.60	MH	43.900	21,110					21,110
CARPF	Carpenter Foreman	2.00	64.20	MH	55.880	8,957					8,957
LAB1	Laborer - General	2.00	64.20	MH	38.160	6,117					6,117
$38,279.49	0.1000 MH/CY		321.00	MH	[5.267]	36,184		2,095			38,279
T033230.1	**SOG Setup & Place (20" Slab)**				**Quan: 2,000.00 CY**	**Hrs/Shft: 10.00**		**Cal: 606**		**WC: NONE**	
CO07	Concrete 7-man crew		163.26	CH	**Prod: 1.7500 UM**			Lab Pcs: 7.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	1,142.86	MHR	6.000			7,461			7,461
CARP	Carpenter - General	5.00	816.33	MH	43.900	89,475					89,475
CARPF	Carpenter Foreman	1.00	163.27	MH	55.880	22,779					22,779
LAB1	Laborer - General	1.00	163.27	MH	38.160	15,556					15,556
$135,270.61	0.5714 MH/CY		1,142.87	MH	[29.862]	127,810		7,461			135,271
T033240	**SOG Finish (Ballast Slab)**				**Quan: 30,780.00 SFSA**	**Hrs/Shft: 10.00**		**Cal: 606**		**WC: NONE**	
CO10	Concrete 10-man crew		30.78	CH	**Prod: 100.0000 UM**			Lab Pcs: 10.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	307.80	MHR	6.000			2,009			2,009
CARP	Carpenter - General	6.00	184.68	MH	43.900	20,242					20,242
CARPF	Carpenter Foreman	2.00	61.56	MH	55.880	8,589					8,589
LAB1	Laborer - General	2.00	61.56	MH	38.160	5,865					5,865
$36,705.37	0.0100 MH/SFSA		307.80	MH	[0.527]	34,696		2,009			36,705
T033240.1	**SOG Finish (20" Slab)**				**Quan: 30,780.00 SFSA**	**Hrs/Shft: 10.00**		**Cal: 606**		**WC: NONE**	
CO07	Concrete 7-man crew		73.28	CH	**Prod: 60.0000 UM**			Lab Pcs: 7.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	513.00	MHR	6.000			3,349			3,349
CARP	Carpenter - General	5.00	366.43	MH	43.900	40,163					40,163
CARPF	Carpenter Foreman	1.00	73.29	MH	55.880	10,225					10,225
LAB1	Laborer - General	1.00	73.29	MH	38.160	6,983					6,983
$60,720.08	0.0166 MH/SFSA		513.01	MH	[0.871]	57,371		3,349			60,720
T033390	**Wall Rebar Templates**				**Quan: 1,600.00 LF**	**Hrs/Shft: 10.00**		**Cal: 606**		**WC: NONE**	
IW3	Iron Worker 3-man crew		160.00	CH	**Prod: 10.0000 UH**			Lab Pcs: 3.00		Eqp Pcs:	0.00
3RBT	Rebar Templates@108.8%	1.00	1,600.00	LF	5.000			8,704			8,704

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Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 8030				Land Item	SCHEDULE: 1 100						
Description =	Concrete				Unit = LS	Takeoff Quan:		1.000	Engr Quan:		0.000
3TLSTSE	STS-Steel Erect@108.8%	1.00	480.00	MHR	7.000			3,656			3,656
93PE	ENGINEERING	1.00	1.00	LS	2,500.000			2,500			2,500
IW	Ironworker	3.00	480.00	MH	59.400	71,187					71,187
$86,046.67	0.3000 MH/LF		480.00	MH	[20.791]	71,187		14,860			86,047
T033710	**Concrete Cure**				**Quan: 30,780.00 SFC Hrs/Shft: 10.00 Cal: 50 WC: NONE**						
Structural Slab Only											
CO03	Concrete 3-man crew			68.40 CH	**Prod: 150.0000 UM**			Lab Pcs: 3.00	Eqp Pcs:		0.00
3TLSTSS	STS-Standard@108.8%	1.00	205.20	MHR	6.000			1,340			1,340
CARP	Carpenter - General	2.00	136.80	MH	43.900	14,137					14,137
CARPF	Carpenter Foreman	1.00	68.40	MH	55.880	8,997					8,997
$24,473.98	0.0066 MH/SFCA		205.20	MH	[0.351]	23,134		1,340			24,474
T033810	**Conc Joint Prep (20" Slab)**				**Quan: 893.00 SFC Hrs/Shft: 10.00 Cal: 50 WC: NONE**						
CO02	Concrete 2-man crew			44.65 CH	**Prod: 10.0000 UM**			Lab Pcs: 2.00	Eqp Pcs:		0.00
3TLSTSS	STS-Standard@108.8%	1.00	89.30	MHR	6.000			583			583
CARP	Carpenter - General	2.00	89.30	MH	43.900	9,228					9,228
$9,811.27	0.1000 MH/SFCA		89.30	MH	[4.829]	9,228		583			9,811
T033820	**Conc Cleaning Btwn Ballast & Structural**				**Quan: 30,780.00 SF Hrs/Shft: 10.00 Cal: 50 WC: NONE**						
Cleaning only											
CO02	Concrete 2-man crew			30.78 CH	**Prod: 500.0000 UM**			Lab Pcs: 2.00	Eqp Pcs:		0.00
3TLSTSS	STS-Standard@108.8%	1.00	61.56	MHR	6.000			402			402
CARP	Carpenter - General	2.00	61.56	MH	43.900	6,362					6,362
$6,763.50	0.0020 MH/SF		61.56	MH	[0.097]	6,362		402			6,764
=====> Item Totals:	**8030 - Concrete**										
$831,828.98	5,424.0700 MH/LS		5,424.07	MH	[292687.04]	626,350	47,300	98,929		59,250	**831,829**
831,828.980	1 LS					626,350.24	47,300.00	98,928.74		59,250.00	831,828.98
BID ITEM = 8050				Land Item	SCHEDULE: 1 100						
Description =	Metals				Unit = LS	Takeoff Quan:		1.000	Engr Quan:		0.000
8050.1	**Sump Grating Support Embed**				**Quan: 1.00 LOC Hrs/Shft: 10.00 Cal: 606 WC: NONE**						
embeded angle only											
IW2	Iron Worker 2-man crew			3.00 CH	**Prod: 3.0000 HU**			Lab Pcs: 2.00	Eqp Pcs:		0.00
3TLSTSE	STS-Steel Erect@108.8%	1.00	6.00	MHR	7.000			46			46
IW	Ironworker	2.00	6.00	MH	59.400	890					890
$935.54	6.0000 MH/LOC		6.00	MH	[415.81]	890		46			936
8050.2	**Sump Grating**				**Quan: 25.00 SF Hrs/Shft: 10.00 Cal: 50 WC: NONE**						
IW3	Iron Worker 3-man crew			2.00 CH	**Prod: 2.0000 CH**			Lab Pcs: 3.00	Eqp Pcs:		0.00
2MLMS	MISC. METALS	1.00	1.00	LS	7,572.000		7,572				7,572
3TLSTSE	STS-Steel Erect@108.8%	1.00	6.00	MHR	7.000			46			46
IW	Ironworker	3.00	6.00	MH	59.400	839					839
$8,456.67	0.2400 MH/SF		6.00	MH	[15.682]	839	7,572	46			8,457
=====> Item Totals:	**8050 - Metals**										
$9,392.21	12.0000 MH/LS		12.00	MH	[807.85]	1,729	7,572	91			**9,392**
9,392.210	1 LS					1,728.81	7,572.00	91.40			9,392.21

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Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total

BID ITEM = 8300 Land Item SCHEDULE: 1 100
Description = Sump Unit = LS Takeoff Quan: 1.000 Engr Quan: 0.000

Install 10' Diameter CMP in open cut hole, Backfill & pour tremmie plug in bottom 2' thick. Install 6' Diameter MH in CMP and backfill with CDF.

8300.1 Excavate for CMP shoring — **Quan: 170.00 CY Hrs/Shft: 10.00 Cal: 606 WC: NONE**

OPC4	Composite Op crew -4man		8.50	CH	Prod:	20.0000 UH		Lab Pcs:	4.00	Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	34.00	MHR	6,000			222			222
LAB2	Laborer - Pipelayer	1.00	8.50	MH	36,060	765					765
OPEX3	Op - Excavator 80-130K Lb	2.00	17.00	MH	42,810	1,817					1,817
OPF	Operator Foreman	1.00	8.50	MH	53,940	1,145					1,145
$3,949.01	0.2000 MH/CY		34.00	MH	[10.245]	3,727		222			3,949

8300.2 Install CMP Pipe — **Quan: 1.00 LS Hrs/Shft: 10.00 Cal: 606 WC: NONE**

Pipe quote from Contech for 12' diameter CMP x 10'

OPC4	Composite Op crew -4man		5.00	CH	Prod:	5.0000 HU		Lab Pcs:	4.00	Eqp Pcs:	0.00
2CORMTR	Tremmie Concrete	1.00	20.00	CY	130.000		2,600				2,600
2FREIGHT	Freight	1.00	1.00	LS	500.000		500				500
2PVPCDC	CORRUGATED PIPE	1.00	10.00	LF	320.000		3,200				3,200
3TLSTSS	STS-Standard@108.8%	1.00	20.00	MHR	6.000			131			131
LAB2	Laborer - Pipelayer	1.00	5.00	MH	36.060	450					450
OPEX3	Op - Excavator 80-130K Lb	2.00	10.00	MH	42.810	1,069					1,069
OPF	Operator Foreman	1.00	5.00	MH	53.940	673					673
$8,622.95	20.0000 MH/LS		20.00	MH	[1024.48]	2,192	6,300	131			8,623

8300.3 Backfill around CMP pipe — **Quan: 110.00 CY Hrs/Shft: 10.00 Cal: 606 WC: NONE**

OPC3	Composite Op crew -3man		5.00	CH	Prod:	5.0000 CH		Lab Pcs:	3.00	Eqp Pcs:	0.00
2CORMTR	Tremmie Concrete	1.00	110.00	CY	130.000		14,300				14,300
3TLSTSS	STS-Standard@108.8%	1.00	15.00	MHR	6.000			98			98
LAB2	Laborer - Pipelayer	1.00	5.00	MH	36.060	450					450
OPEX3	Op - Excavator 80-130K Lb	1.00	5.00	MH	42.810	534					534
OPF	Operator Foreman	1.00	5.00	MH	53.940	673					673
$16,055.88	0.1363 MH/CY		15.00	MH	[7.043]	1,658	14,300	98			16,056

8300.4 CMP Tremmie Plug — **Quan: 10.00 CY Hrs/Shft: 10.00 Cal: 606 WC: NONE**

Assume 2' plug x 12' diameter

CO03	Concrete 3-man crew		3.00	CH	Prod:	3.0000 CH		Lab Pcs:	3.00	Eqp Pcs:	0.00
2CORMTR	Tremmie Concrete	1.10	10.00	CY	130.000		1,300				1,300
3TLSTSS	STS-Standard@108.8%	1.00	9.00	MHR	6.000			59			59
CARP	Carpenter - General	2.00	6.00	MH	43.900	658					658
CARPF	Carpenter Foreman	1.00	3.00	MH	55.880	419					419
$2,434.95	0.9000 MH/CY		9.00	MH	[50.29]	1,076	1,300	59			2,435

8300.5 Clean Inside CMP & Grout Level for Sump — **Quan: 1.00 LS Hrs/Shft: 10.00 Cal: 606 WC: NONE**

CO04	Concrete 4-man crew		5.00	CH	Prod:	5.0000 HU		Lab Pcs:	4.00	Eqp Pcs:	0.00
2COGRNS	Non-Shrink Grout	1.00	20.00	BAG	20.000		400				400
3TLSTSS	STS-Standard@108.8%	1.00	20.00	MHR	6.000			131			131
CARP	Carpenter - General	2.00	10.00	MH	43.900	1,096					1,096
CARPF	Carpenter Foreman	1.00	5.00	MH	55.880	698					698
LAB1	Laborer - General	1.00	5.00	MH	38.160	476					476
$2,800.60	20.0000 MH/LS		20.00	MH	[1060.77]	2,270	400	131			2,801

8300.8 Sump Concrete - Slab — **Quan: 3.00 CY Hrs/Shft: 10.00 Cal: 606 WC: NONE**

Place concrete sump slab in bottom of CMP after tremmie plug

CO03	Concrete 3-man crew		10.00	CH	Prod:	10.0000 CH		Lab Pcs:	3.00	Eqp Pcs:	0.00

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Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 8300				Land Item	SCHEDULE: 1 100						
Description = Sump					Unit = LS	Takeoff Quan:		1.000	Engr Quan:		0.000
3FSW	WOOD FORMWORK@10	1.00	42.00	SF	5.000			228			228
3TLSTSS	STS-Standard@108.8%	1.00	30.00	MHR	6.000			196			196
CARP	Carpenter - General	2.00	20.00	MH	43.900	2,192					2,192
CARPF	Carpenter Foreman	1.00	10.00	MH	55.880	1,395					1,395
$4,011.63	10.0000 MH/CY		30.00	MH	[558.77]	3,587		424			4,012
8300.9	**Sump Concrete - walls**				**Quan: 28.00 CY**	**Hrs/Shft: 10.00**	**Cal: 606**	**WC: NONE**			
Form sump box & pour CMU pipe void full.											
CO04	Concrete 4-man crew		20.00	CH	**Prod: 20.0000 CH**	Lab Pcs:		4.00	Eqp Pcs:		0.00
3FSW	WOOD FORMWORK@10	1.00	107.00	SF	5.000			582			582
3TLSTSS	STS-Standard@108.8%	1.00	80.00	MHR	6.000			522			522
CARP	Carpenter - General	2.00	40.00	MH	43.900	4,384					4,384
CARPF	Carpenter Foreman	1.00	20.00	MH	55.880	2,790					2,790
LAB1	Laborer - General	1.00	20.00	MH	38.160	1,906					1,906
$10,184.47	2.8571 MH/CY		80.00	MH	[151.538]	9,080		1,104			10,184
=====> **Item Totals: 8300 - Sump**											
$48,059.49	208.0000 MH/LS		208.00	MH	[11023.89]	23,591	22,300	2,168			**48,059**
48,059.490	1 LS					23,591.11	22,300.00	2,168.38			48,059.49
BID ITEM = 8400				Land Item	SCHEDULE: 1 100						
Description = Mechanical					Unit = LS	Takeoff Quan:		1.000	Engr Quan:		0.000
8400.1	**Material Procurement**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**	**Cal: 50**	**WC: NONE**			
2AB	Anchors	1.00	1.00	LS	2,500.000		2,500				2,500
2PV	PIPING AND VALVES	1.00	1.00	LS	18,209.000		18,209				18,209
$20,709.00					[4		20,709				20,709
8400.2	**Hub Drains & Cleanouts**				**Quan: 8.00 EA**	**Hrs/Shft: 10.00**	**Cal: 606**	**WC: NONE**			
PLUM2	Plumbing 2-man crew		8.00	CH	**Prod: 1.0000 HU**	Lab Pcs:		2.00	Eqp Pcs:		1.00
3TLSTSM	STS-Mechanical@108.8%	1.00	16.00	MHR	5.000			87			87
8TRPU	Pickup truck %25	1.00	8.00	HR	19.707				82		82
PLUMB	Plumber/Pipefitter	1.00	8.00	MH	62.350	1,245					1,245
PLUMBF	Plumber/Pipefitter Foreman	1.00	8.00	MH	72.850	1,455					1,455
$2,869.20	2.0000 MH/EA		16.00	MH	[157.738]	2,700		87	82		2,869
8400.3	**Floor Drains**				**Quan: 7.00 EA**	**Hrs/Shft: 10.00**	**Cal: 606**	**WC: NONE**			
PLUM2	Plumbing 2-man crew		14.00	CH	**Prod: 2.0000 HU**	Lab Pcs:		2.00	Eqp Pcs:		1.00
3TLSTSM	STS-Mechanical@108.8%	1.00	28.00	MHR	5.000			152			152
8TRPU	Pickup truck %25	1.00	14.00	HR	19.707				143		143
PLUMB	Plumber/Pipefitter	1.00	14.00	MH	62.350	2,179					2,179
PLUMBF	Plumber/Pipefitter Foreman	1.00	14.00	MH	72.850	2,546					2,546
$5,021.11	4.0000 MH/EA		28.00	MH	[315.476]	4,726		152	143		5,021
8400.4	**Drain piping**				**Quan: 713.00 LF**	**Hrs/Shft: 10.00**	**Cal: 606**	**WC: NONE**			
PLUM4	Plumbing 4-man crew		71.30	CH	**Prod: 10.0000 UH**	Lab Pcs:		4.00	Eqp Pcs:		2.00
3TLSTSM	STS-Mechanical@108.8%	1.00	285.20	MHR	5.000			1,551			1,551
8TRPU	Pickup truck %25	2.00	142.60	HR	19.707				1,456		1,456
PLUMB	Plumber/Pipefitter	3.00	213.90	MH	62.350	33,298					33,298
PLUMBF	Plumber/Pipefitter Foreman	1.00	71.30	MH	72.850	12,969					12,969
$49,274.45	0.4000 MH/LF		285.20	MH	[30.323]	46,267		1,551	1,456		49,274

CONFIDENTIAL

Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 8400				Land Item	SCHEDULE: 1 100						
Description = Mechanical					Unit = LS Takeoff Quan: 1.000				Engr Quan:		0.000
8400.5	**Pipes into Sump**				**Quan: 4.00 EA Hrs/Shft: 10.00 Cal: 606 WC: NONE**						
PLUM2	Plumbing 2-man crew		8.00	CH	**Prod: 2.0000 HU**			Lab Pcs: 2.00		Eqp Pcs: 1.00	
3TLSTSM	STS-Mechanical@108.8%	1.00	16.00	MHR	5.000			87			87
8TRPU	Pickup truck %25	1.00	8.00	HR	19.707				82		82
PLUMB	Plumber/Pipefitter	1.00	8.00	MH	62.350	1,245					1,245
PLUMBF	Plumber/Pipefitter Foreman	1.00	8.00	MH	72.850	1,455					1,455
$2,869.20	4.0000 MH/EA		16.00	MH	[315.475]	2,700		87	82		2,869
8400.6	**Drain Risers**				**Quan: 17.00 EA Hrs/Shft: 10.00 Cal: 606 WC: NONE**						
PLUM2	Plumbing 2-man crew		17.00	CH	**Prod: 1.0000 HU**			Lab Pcs: 2.00		Eqp Pcs: 1.00	
3TLSTSM	STS-Mechanical@108.8%	1.00	34.00	MHR	5.000			185			185
8TRPU	Pickup truck %25	1.00	17.00	HR	19.707				174		174
PLUMB	Plumber/Pipefitter	1.00	17.00	MH	62.350	2,646					2,646
PLUMBF	Plumber/Pipefitter Foreman	1.00	17.00	MH	72.850	3,092					3,092
$6,097.06	2.0000 MH/EA		34.00	MH	[157.738]	5,739		185	174		6,097
8400.7	**Foam Wrap**				**Quan: 713.00 LF Hrs/Shft: 10.00 Cal: 606 WC: NONE**						
PLUM2	Plumbing 2-man crew		7.13	CH	**Prod: 100.0000 UH**			Lab Pcs: 2.00		Eqp Pcs: 1.00	
3TLSTSM	STS-Mechanical@108.8%	1.00	14.26	MHR	5.000			78			78
8TRPU	Pickup truck %25	1.00	7.13	HR	19.707				73		73
PLUMB	Plumber/Pipefitter	1.00	7.13	MH	62.350	1,110					1,110
PLUMBF	Plumber/Pipefitter Foreman	1.00	7.13	MH	72.850	1,297					1,297
$2,557.17	0.0200 MH/LF		14.26	MH	[1.577]	2,407		78	73		2,557
8400.9	**Pipe Testing**				**Quan: 8.00 EA Hrs/Shft: 10.00 Cal: 606 WC: NONE**						
PLUM2	Plumbing 2-man crew		24.00	CH	**Prod: 1.0000 HU**			Lab Pcs: 2.00		Eqp Pcs: 1.00	
3TLSTSM	STS-Mechanical@108.8%	1.00	48.00	MHR	5.000			261			261
8TRPU	Pickup truck %25	1.00	24.00	HR	19.707				245		245
PLUMB	Plumber/Pipefitter	1.00	24.00	MH	62.350	3,736					3,736
PLUMBF	Plumber/Pipefitter Foreman	1.00	24.00	MH	72.850	4,365					4,365
$8,607.62	6.0000 MH/EA		48.00	MH	[473.214]	8,101		261	245		8,608
=====> **Item Totals: 8400**					**- Mechanical**						
$98,004.81	441.4600 MH/LS		441.46	MH	[33944.02]	72,640	20,709	2,402	2,254		**98,005**
98,004.810	1 LS					72,640.22	20,709.00	2,401.54	2,254.05		98,004.81
					Total of Above Sub-Biditems						
=====> **Item Totals: 8000**					**- Early Concrete Package (Slabs)**						
$987,285.49	**6,085.5300 MH/LS**		**6,085.53**	**MH**	**[338462.8]**	**724,310**	**97,881**	**103,590**	**2,254**	**59,250**	**987,285**
987,285.490	**1 LS**					**724,310.38**	**97,881.00**	**103,590.06**	**2,254.05**	**59,250.00**	**987,285.49**
BID ITEM = 9000				Land Item	SCHEDULE: 1 100						
Description = General					Unit = LS Takeoff Quan: 1.000				Engr Quan:		1.000
1000.1	**SCI B&O Tax**				**Quan: 1.00 LS Hrs/Shft: 10.00 Cal: 50 WC: NONE**						

CONFIDENTIAL

Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 9000				Land Item	SCHEDULE: 1 100						
Description = General					Unit = LS	Takeoff Quan:		1.000		Engr Quan:	1.000
9BOT	SCI B&O Tax	1.00	1.00	LS	14,360.000			14,360			14,360
1043	**Safety Supplies**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 50**	**WC: NONE**		
3SAFE	Safety Supplies@108.8%	1.00	10,160.00	MHR	1.000			11,054			11,054
2014.0	**Earthwork Equipment**				**Quan: 5.00 LDS**	**Hrs/Shft: 10.00**		**Cal: 50**	**WC: NONE**		
Demob 349, Roller, Dozer & Haul Trucks											
OP2	Operator crew 2man		10.00	CH	**Prod:**	**2.0000 HU**		Lab Pcs: 2.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	20.00	MHR	6.000			131			131
5TRSCGL	SCG Trucking LD@108.8	1.00	5.00	LD	2,000.000			10,880			10,880
8D8R	==> R:Dozer - 85K L %80	2.00	352.00	HR	189.523				63,738		63,738
8EX050ZS	==> Exc 50K LB (PC2 %80	4.00	704.00	HR	114.913				78,215		78,215
8EX100	==> Exc 110k Lb (CA %80	2.00	352.00	HR	191.842				63,541		63,541
8LW4	==> Wheel Loader 4. %80	4.00	704.00	HR	67.165				44,653		44,653
8RPRR	==> R:Peanut Roller %80	1.00	176.00	HR	17.878				3,089		3,089
8RSV84	==> Steel Vib Rolle %80	1.50	264.00	HR	57.327				13,835		13,835
8RTCR	==> R:Plate Compact %80	1.50	264.00	HR	36.288				9,541		9,541
8TRHT25R	==> R:Haul Truck-25 %80	5.00	880.00	HR	111.791				95,261		95,261
OPEX3	Op - Excavator 80-130K Lb	2.00	20.00	MH	42.810	2,015					2,015
$384,898.90	4.0000 MH/LDS		20.00	MH	[188.364]	2,015		11,011	371,873		384,899
2014.1	**Concrete Equipment**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 50**	**WC: NONE**		
3GARBO	Garbro Bucket@108.8%	1.00	4.00	MOS	225.000			979			979
3HI-CYCLE	Hi-Cycle Genera@108.8%	1.00	1.00	EA	3,128.000			3,403			3,403
3SCREEDP	Power Screed@108.8%	1.00	2.00	EA	1,937.770			4,217			4,217
3SHIP	Shipping@108.8%	1.00	1.00	LS	280.000			305			305
3VIB	Concrete Vibrat@108.8%	1.00	2.00	EA	1,280.000			2,785			2,785
3VIBB	Backpack Vibrat@108.8%	1.00	4.00	EA	1,987.540			8,650			8,650
$20,338.74					[ ]			20,339			20,339
2019	**Foreman Subsistance**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 50**	**WC: NONE**		
98SUBT	Subsistance - Trades	1.00	305.00	DAY	64.000			19,520			19,520
=====> **Item Totals: 9000 - General**											
$450,171.72	20.0000 MH/LS		20.00	MH	[941.82]	2,015		76,283	371,873		**450,172**
450,171.720	1 LS					2,015.49		76,283.38	371,887.85		450,171.72
$2,954,459.88	***** Report Totals *****		10,159.48	MH		1,153,478	152,881	292,203	374,127	981,770	**2,954,460**

>>> indicates Non Additive Activity

------Report Notes:------

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: 02/22/17 Owner: Engineering Firm:

Estimator-In-Charge: EB

JOB NOTES

```
Estimate created on: 04/06/2015 by User#: 16 - Erik Brahmer
Source estimate used: H:\EST\ESTMAST

**********Estimate created on: 09/16/2015 by User#: 3 - Erik Brahmer
```

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Cost Report

Activity / Resource	Desc	Quantity Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total

BID ITEM = 9000 Land Item SCHEDULE: 1 100
Description = General Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

```
Source used: C:\USERS\ERIKB\DESKTOP\TO DO\MASTERS\SCGHC2015.zip (a backup) from 09/15/2015  7:49:24 AM

***********Estimate created on: 12/17/2015 by User#: 3 - Erik Brahmer
Source used: C:\USERS\ERIKB\DESKTOP\2015.DEC SCG MASTERS\SCGTPD2015.zip (a backup) from 12/17/2015
10:18:18 AM

***********Estimate created on: 02/10/2017 by User#: 7 - David Philips
Source estimate used: H:\EST\SCI-DIR-2016

***********Estimate created on: 03/31/2017 by User#: 7 - David Philips
Source estimate used: H:\EST\1605

***********Estimate created on: 06/15/2017 by User#: 3 - Erik Brahmer
Source estimate used: H:\EST\1605-4
```

* on units of MH indicate average labor unit cost was used rather than base rate.
[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens
In equipment resources, rent % and EOE % for = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

------Calendar Codes------

40	40 Hour Week (5x8)
45	45 Hour Week (5x9)
50	**50 Hour Week (5x10) (Default Calendar)**
605	60 Hour Week (5x12)
606	60 Hour Week (6x10)
70	70 Hour Week (7x10)
W	Weekend Work Only

CONFIDENTIAL

Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 4000				Land Item	SCHEDULE: 1 100						
Description = Dewatering					Unit = LS	Takeoff Quan:		1.000		Engr Quan:	1.000
4000.1	**Perimeter Drain Exc/BF**				**Quan: 775.00 LF**	**Hrs/Shft: 10.00**		**Cal: 50**	**WC: NONE**		
2'x2' pea gravel trench with 12" perforated pipe.											
OP3	Operator crew -3man		38.75	CH	**Prod: 20.0000 UH**			Lab Pcs: 3.00		Eqp Pcs:	0.00
2PVPCDC	CORRUGATED PIPE	1.00	800.00	LF	9.505		7,604				7,604
2SIGTNW	NON-WOVEN GEOTEXTI	1.10	950.00	SY	0.750		713				713
3AGDDRPG	Pea Gravel Deli@108.8%	2.00	186.00	TON	19.000			3,845			3,845
3TLSTSS	STS-Standard@108.8%	1.00	116.25	MHR	6.000			759			759
OPEX3	Op - Excavator 80-130K Lb	2.00	77.50	MH	42.810	7,810					7,810
OPF	Operator Foreman	1.00	38.75	MH	53.940	4,920					4,920
$25,650.68	0.1500 MH/LF		116.25	MH	[7.676]	12,730	8,317	4,604			25,651
4000.2	**36" Wells & Support**				**Quan: 4.00 EA**	**Hrs/Shft: 10.00**		**Cal: 50**	**WC: NONE**		
OP2	Operator crew -2man		120.00	CH	**Prod: 30.0000 HU**			Lab Pcs: 2.00		Eqp Pcs:	0.00
3TLSTSS	STS-Standard@108.8%	1.00	240.00	MHR	6.000			1,567			1,567
4WELL	Well Driller	1.00	4.00	EA	44,874.000					179,496	179,496
OPEX3	Op - Excavator 80-130K Lb	2.00	240.00	MH	42.810	24,186					24,186
$205,248.66	60.0000 MH/EA		240.00	MH	[2825.46]	24,186		1,567		179,496	205,249
4000.3	**Well Maintenance & Repairs**				**Quan: 5.00 EA**	**Hrs/Shft: 10.00**		**Cal: 50**	**WC: NONE**		
3MISC	Misc Adjustment@108.8%	1.00	5.00	EA	2,000.000			10,880			10,880
4000.4	**Well Discharge Piping**				**Quan: 900.00 LF**	**Hrs/Shft: 10.00**		**Cal: 50**	**WC: NONE**		
OPC4	Composite Op crew -4man		90.00	CH	**Prod: 10.0000 UH**			Lab Pcs: 4.00		Eqp Pcs:	0.00
2METER	Flow Meter	1.00	1.00	EA	5,000.000		5,000				5,000
2PVPHDPE	HDPE PIPE	1.00	1.00	LS	79,828.000		79,828				79,828
3SHIP	Shipping@108.8%	1.00	2.00	EW	2,000.000			4,352			4,352
3TLSTSS	STS-Standard@108.8%	1.00	360.00	MHR	6.000			2,350			2,350
8FUS2036R	==> R:20-36" HDPE Fusio	1.00	80.00	HR	108.125				9,376		9,376
LAB2	Laborer - Pipelayer	1.00	90.00	MH	36.060	7,640					7,640
OPEX3	Op - Excavator 80-130K Lb	2.00	180.00	MH	42.810	18,139					18,139
OPF	Operator Foreman	1.00	90.00	MH	53.940	11,428					11,428
$138,112.93	0.4000 MH/LF		360.00	MH	[19.318]	37,207	84,828	6,702	9,376		138,113
4000.5	**Backup Power**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 50**	**WC: NONE**		
on call (2) 150 KW generators											
OP2	Operator crew -2man		20.00	CH	**Prod: 20.0000 CH**			Lab Pcs: 2.00		Eqp Pcs:	0.00
3GEN	Generators on c@108.8%	1.00	1.00	LS	5,000.000			5,440			5,440
3TLSTSS	STS-Standard@108.8%	1.00	40.00	MHR	6.000			261			261
OPEX3	Op - Excavator 80-130K Lb	2.00	40.00	MH	42.810	4,031					4,031
$9,732.11	40.0000 MH/LS		40.00	MH	[1883.64]	4,031		5,701			9,732
4000.8	**Outfall Riprap**				**Quan: 60.00 CY**	**Hrs/Shft: 10.00**		**Cal: 50**	**WC: NONE**		
2 ea x min 2' thick 20'x20' w/ mannifold header for discharge											
OP3	Operator crew -3man		30.00	CH	**Prod: 30.0000 CH**			Lab Pcs: 3.00		Eqp Pcs:	0.00
3SIGTNW	NON-WOVEN GEOTE@1	1.20	120.00	SY	0.750			98			98
3TLSTSS	STS-Standard@108.8%	1.00	90.00	MHR	6.000			588			588
OPEX3	Op - Excavator 80-130K Lb	2.00	60.00	MH	42.810	6,046					6,046
OPF	Operator Foreman	1.00	30.00	MH	53.940	3,809					3,809
$10,541.16	1.5000 MH/CY		90.00	MH	[76.758]	9,856		685			10,541

====> Item Totals: 4000 - ######### NON-ADDITIVE BIDITEM ########

Activity / Resource	Desc	Quantity Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 4000				Land Item	SCHEDULE: 1	100				
Description =	Dewatering			Unit = LS	Takeoff Quan:	1.000		Engr Quan:		1.000
$400,165.54	846.2500 MH/LS	846.25	MH	[ ]	88,010	93,145	30,139	9,376	179,496	**400,166**
400,165.540	1 LS				88,009.81	93,144.50	30,139.23	9,376.00	179,496.00	400,165.54

$0.00 ***** Report Totals *****

>>> indicates Non Additive Activity

------Report Notes:------

The estimate was prepared with TAKEOFF Quantities.
This report shows TAKEOFF Quantities with the resources.

Bid Date: 02/22/17 Owner: Engineering Firm:
Estimator-In-Charge: EB

JOB NOTES

```
Estimate created on: 04/06/2015 by User#: 16 - Erik Brahmer
Source estimate used: H:\EST\ESTMAST

***********Estimate created on: 09/16/2015 by User#: 3 - Erik Brahmer
Source used: C:\USERS\ERIKB\DESKTOP\TO DO\MASTERS\SCGHC2015.zip (a backup) from 09/15/2015  7:49:24 AM

***********Estimate created on: 12/17/2015 by User#: 3 - Erik Brahmer
Source used: C:\USERS\ERIKB\DESKTOP\2015.DEC SCG MASTERS\SCGTPD2015.zip (a backup) from 12/17/2015
10:18:18 AM

***********Estimate created on: 02/10/2017 by User#: 7 - David Philips
Source estimate used: H:\EST\SCI-DIR-2016

***********Estimate created on: 03/31/2017 by User#: 7 - David Philips
Source estimate used: H:\EST\1605

***********Estimate created on: 06/15/2017 by User#: 3 - Erik Brahmer
Source estimate used: H:\EST\1605-4
```

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[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

------Calendar Codes------

40	40 Hour Week (5x8)
45	45 Hour Week (5x9)
50	**50 Hour Week (5x10) (Default Calendar)**
605	60 Hour Week (5x12)
606	60 Hour Week (6x10)
70	70 Hour Week (7x10)
W	Weekend Work Only

Commercial · Industrial

B & E Electric, Inc.

BEELEI*099LS

Licensed & Bonded

East 9012 Grace Ave., Spokane, WA. 99212

Voice: 509-927-9350 ☎ Fax: 509-927-7421

COMMERCIAL * INDUSTRIAL

PROPOSAL

TO:	Eric Berrill
COMPANY:	MWH-Slayden Joint Venture
PROJECT:	NLT Project Phase 2 Temp Power Budget
SCOPE:	Temp Power for Dewatering Pumps as described below
FROM:	Ron Brossart
DATE:	December 21, 2017

Description of Budget estimate for Temporary power for Phase 2 at the NLT Building area:

Includes:

1. Underground PVC feeders assumed to approximately 10 locations for temporary dewatering.
2. Temporary pumps are budgeted as 480 volt 3-phase supplied by others.
3. Dewatering motors are assumed to be between 30 and 50 HP.
4. Each dewatering location will have a splice box and disconnect with fusing to connect to controller and pump in a stilling well.

Excludes:

1. Sales Tax
2. Temporary dewatering pumps and controllers
3. Excavation and backfill for the conduit and wire

Budget to include material and labor $137,883.00

Commercial · Industrial

B & E Electric, Inc.

BEELEI*099LS

Licensed & Bonded

East 9012 Grace Ave., Spokane, WA. 99212

Voice: 509-927-9350 ☎ Fax: 509-927-7421

COMMERCIAL * INDUSTRIAL

PROPOSAL

TO:	Eric Berrill
COMPANY:	MWH-Slayden Joint Venture
PROJECT:	NLT Project Phase 2 Temp Power Budget
SCOPE:	Temp Power only as described below
FROM:	Ron Brossart
DATE:	December 21, 2017

Description of Budget estimate for Temporary power for Phase 2 at the NLT Building area:

Includes:

1. Slicing into the existing 13.2 KV power feed previously feeding the Pilot Building area. This will be routed with a new spice cabinet and conductor and wire to the new Pad mount transformer.
2. 1200 Amp 480/277 feed to 1200 Amp panel salvaged from the pilot building demo.
3. Feeder from 480 volt panel to transformer and 400 Amp 120/208 volt panel located on the concrete pad near the main transformer. This panel and transformer are salvaged from the pilot building demo.
4. New 400 Amp 480 volt 3-Phase feeder to tower crane with fused disconnect and connection for the crane.
5. A new 120/208 volt, 200 amp panel and feeder located near the new crane area to feed the spider box network temporary power.
6. 10 new spider boxes to be located as needed in the new NLT building area. Each with a 50 foot extension cord to the next box.
7. 3 feeds from the 120/208 panel near the crane to a group of spider boxes to minimize excessive load on each network of boxes.

Excludes:

1. Sales Tax
2. Concrete pad at pad mount transformer/ panel location. Figure approximately 10 foot X 20 foot X 8 Inch pad.
3. Excavation and backfill for the conduit and wire
4. Crane for moving and setting of pad mount transformer

Budget to include material and labor $147,692.00

TAB 6 – CPM Schedule

6.0 CPM Schedule

TAB 7 – Memos

CITY OF SPOKANE

MEMORANDUM FOR RECORD

Date: June 14, 2017

From: Mike Taylor, PE, NLT Program Manager

To: Michael Haarmann, Vice President, MWH Constructors & Slayden Construction Group, JV

Reference: City of Spokane, RPWRF – Next Level of Treatment GC/CM Project

Subject: 2017 Federal Acquisition Regulation Rate - MWH

Based on the received auditing and Independent Accountant's Report from K Financial, Inc., dated August 17, 2016, we would like to memorialize the composite craft labor and management breakeven rate calculation. As described in the report, the MWH's management's assertion referred to above was fairly stated, in all material respects, and was independently audited. K Financial, Inc. stated that MWH's Federal Acquisition Regulation (FAR) rate is listed as a multiplier of 2.14. So, it is the City's understanding that the invoicing on this contract will be changed using the newly updated FAR rate of a 2.14 multiplier for all and future work.

P. Michael Taylor, P.E.
NLT Program Manager

June 14, 2017
Date

CITY OF SPOKANE

MEMORANDUM FOR RECORD

Date: May 8, 2017

From: Mike Taylor, PE, NLT Program Manager

To: Michael Haarmann, Vice President, MWH Constructors & Slayden Construction Group, JV

Reference: City of Spokane, RPWRF – Next Level of Treatment GC/CM Project

Subject: GMP #4 Equipment Rental Rates

Within the contractual agreement, A133 Article 6.5.2 references payment options for rental charges for both third-party owned and GC/CM owned equipment. The section states that, "the total rental cost of any Construction Manager-owned item may not exceed the local fair market rental costs *or* seventy five percent of the purchase price of any comparable item."

It is the interpretation of the Owner that in so far as the rates paid for owned equipment are negotiated and found in accordance with "the Rental Rate Blue Book by Data Quest *or* fair market rental costs, whichever are lower" they are to be paid for the complete duration of the usage of the equipment in question.

Therefore it is the decision of the Owner to pay the appropriate competitive rental rate for the on-site duration of any owned equipment.

With regard to payment being capped at 75% of the purchase price of the equipment, the City finds this unenforceable for a 4 year term contract.

The rationale for this is twofold:

- First, the City is not structured to purchase, own, store, maintain and surplus project specific construction; and,
- Second, we anticipate that over the life of the project, the fair market rates for equipment will yield a lower total equipment cost.

Operating costs will be charged in accordance with the Rental Rate Blue Book rates for operation and are to be called out separate from the ownership costs of said equipment. Operating costs are to include "fuel, oil, lubrication, repairs, maintenance and servicing" and are not to include the cost of the operator.

When equipment is anticipated to be standing by for any extended duration, it is the expectation of the Owner that the GC/CM would contact the Owner to discuss the transfer of that equipment to the stand-by rate (50% of the aforementioned rate) or the demobilization of the piece of equipment from the jobsite.

P. Michael Taylor, P.E.
NLT Program Manager

June 14, 2017
Date

Memorandum

To: Hunt Whaley, Assistant City Attorney

CC: Scott Simmons, Director of Public Works

Sally Stopher | City of Spokane | Director of Grants, Contracts, and Purchasing

From: P. Mike Taylor, Program Manager, Next Level of Treatment (NLT)

Date: June 14, 2017

Re: Accounting Status of Pall Corporation Membrane System Purchase and Sole Source Purchases

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Issues:

1. The approximately $23 million Pall Corporation Membrane Microfiltration System purchase was directed to the GC/CM (MWHC/Slayden/B&E Joint Venture) by the City of Spokane following a competitive side by side piloting and priced proposal process. How shall this procurement be treated with respect to the GC/CM's Negotiated Self-Perform Services cap?
2. The Riverside Park Wastewater Reclamation Facility has multiple treatment processes centrally operationally controlled by electronic communications means. As such, they have established standardized switching, control, and Human Machine Interface devices compatible with equipment, software, and control protocols. For that portion of the project, the standard devices are sole sourced for safety and compatibility requirements. How shall procurement of these devices from Rockwell be treated with respect to the GC/CM's Negotiated Self-Perform Services cap?
3. The Ovivo drum screen test unit installed upstream of the GE and Pall corporations' piloted, competitive systems was demonstrated to be an integral component of the basis of design for both finalists. Nationally, there is no other supplier of a comparable drum screen than Ovivo. The projected system performance for both competitors was predicated on the performance of these upstream drum screens, which necessarily makes them the RPWRF system standard. How shall their procurement be treated with respect to the GC/CM's Negotiated Self-Perform Services cap?

Criteria: RCW 39.10 requires that subcontract work not counting as Negotiated Self Performed Services be competitively bid and awarded to the lowest responsive, responsible bidder(s).

- The governing RCW allows for pre-qualification of bidders. This was done with the original Membrane Micro-Filtration Membrane System Request for Firm Priced Proposals. That advertised and professional review and selection process evaluated eight (8) competing submittals. The selection committee chose two (2); General Electric (GE), and Pall Corporation Systems as qualified finalists for a rigorous side by side pilot system competition of immersed versus pressure systems, respectively.
- RCW 39.35B outlines recognizes Life Cycle System Cost (as opposed to lowest bid price) as an appropriate basic decision mechanism for awarding the lowest responsive, responsible bidder. Senior Officials for the City of Spokane concur that for a multimillion dollar system, anticipated to perform for several decades, Life Cycle Cost is the proper criteria for lowest responsive, responsible bidder in the citizen's best interests.
- Following the year-long side by side competition, it was determined that both competing systems could consistently meet the mandatory stringent discharge requirements. It was also determined that the City staff felt confident that they could successfully operate and maintain either system. The City affirmed that at the time of

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requested submittals for this competitive process that they were comfortable with both systems; and, fully prepared to select the winning system based upon the competitive criteria outlined.

- This, then, culminated in the final competitive bid process wherein each of the competitors was evaluated based upon Life Cycle Cost criteria.
- The result was that the Pall Corporation's system presented the City of Spokane an almost $23 million Life Cycle Cost advantage over a 20-year period.
- The GC/CM was then instructed to complete contract negotiations with Pall Corporation on behalf of the City of Spokane.
- The membrane system is being prepared by the Pall Corporation at their manufacturing facility and the GC/CM will assemble the delivered system on-site and provide the balance of plant building and accessories.

Conclusion:
Position 1: Considering the above facts, the Pall Corporation priced proposal fully meets the competitive bid criteria and does not count against the GC/CM's Negotiated Self-Perform Services cap.
Position 2: Because the Rockwell-supplied items are in accordance with the established RPWRF treatment plant equipment and software standards for compatibility and safety requirements, they do not count against the GC/CM's Negotiated Self-Perform Services cap.
Position 3: Because the piloted Ovivo drum screens are an integral component of the NLT system design; and, no other comparable supplier exists in the US, their procurement does not count against the GC/CM's Negotiated Self-Perform Services cap.

Only the GC/CM's direct labor, material and equipment participation relating to these three project elements will be counted pro-rata against their 50% Negotiated Self-Perform Services cap.

Documentation for this is on record with the Program Management Office.

7.4 GMP 5 Record of Negotiation

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/9/2018
		Clerk's File #	OPR 2018-0023
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2018045
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 - SURVEYING ON-CALL CONSULTANTS - SIMPSON ENGINEERS		

Agenda Wording

Consultant Agreement with Simpson Engineers (Spokane, WA) for Surveying On-Call Consultants. (Various Neighborhood Councils)

Summary (Background)

In November 2017 Engineering Services sent out a Request for Qualifications for On-Call Surveying Services. Seven firms submitted Statements of Qualifications. The Review Committee ranked Simpson Engineers number one with a $150,000.00 agreement over a period of two years with an additional one year option. This amount is based on a forecast of surveying needs over the next two to three years.

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ 150,000.00	# Various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	UDC 1/8/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT	Engineering Admin	
For the Mayor	DUNIVANT, TIMOTHY	publicworksaccounting	
Additional Approvals		kkeck@spokanecity.org	
Purchasing		mdoval@spokanecity.org	
		dbuller@spokanecity.org	

Briefing Paper
Urban Experience

Division & Department:	Public Works, Engineering Services
Subject:	2018045 On Call Surveying Consultants
Date:	1-8-18
Author (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Award to consultant

Background/History: Engineering Services has "on-call" agreements with various engineering firms for specialized engineering services (structural, geotech, surveying, etc.) associated with various city public works projects as needed. Those firms are selected on the basis of qualifications as required by RCW 39. These agreements generally last from 2-3 years after which time Engineering Services re-advertises a "request for qualifications", a process that we just went through in November, 2017 for geotechnical engineers and surveyors.

Executive Summary:

- Seven firms submitted statements of qualifications in response to our request for qualifications
- A review committee ranked the firms by qualifications as required by RCW 39
- Two firms were selected: Simpsons Engineers (of Spokane) and Coffman Engineers (of Spokane)
- Simpson Engineers was ranked #1. Engineering Services proposes a $150,000 contract with Simpson over two years with an optional 3rd year. This amount is based on a forecast of surveying needs over the next 2-3 years.
- Coffman Engineers was ranked #2. Engineering Services proposes a $100,000 contract with Coffman over two years with an optional 3rd year. This amount is based on a forecast of geotechnical needs over the next 2-3 years.
- Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.

Budget Impact:
Approved in current year budget? X Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes X No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? X Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☐ No
Specify changes required:
Known challenges/barriers:

City Clerk's OPR _____
Engineering No. 2018045

City of Spokane

CONSULTANT AGREEMENT

Title: 2018-19 ON-CALL SURVEYING SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SIMPSON ENGINEERS, INC.**, whose address is 909 North Argonne Road, Spokane Valley, Washington 99212 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to ***PROVIDE FOR THE CITY ON-CALL SURVEYING SERVICES IN 2018 AND 2019****; and*

WHEREAS, the Consultant was selected from a Request for Qualifications.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on February 1, 2018, and ends on December 31, 2019, unless amended by written agreement or terminated earlier under the provisions. The contract may be extended for one (1) additional one-year contract period, subject to mutual agreement.

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

3. SCOPE OF WORK.
This agreement covers yet to be defined surveying work associated with City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed surveying work.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, said scope and budget are formalized by way of a task

assignment, a brief document referencing the Consultant prepared scope of work and budget.

4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins.

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

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00)**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Company shall submit its applications for payment to Engineering Services Department, 2nd Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

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

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.

B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.

D. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

E. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.
F. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. PAYMENT PROCEDURES.

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

Invoices shall be submitted to:
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
• Invoice Date and Invoice Number • ENGINEERING SERVICES DEPARTMENT • Project Coordinator: Dan Buller (Please do not put name in the address portion of the invoice) • Department Contract No. OPR #_____ • Contract Title: **ON-CALL SURVEYING SERVICES IN 2018 AND 2019** • Period covered by the invoice • Project Title = A Project is described as listed on the task assignment • Employee's name and classification • Employee's all-inclusive hourly rate and # of hours worked • Total labor costs per Project • Itemization of direct, non-salary costs (per Project, if so allocated) • The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup): o Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant). o Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant). • Cumulative costs per Project and for the total Agreement

8. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

9. CITY OF SPOKANE BUSINESS LICENSE.

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

10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	SIMPSON ENGINEERS, INC. 909 North Argonne Road Spokane Valley, WA 99212

11. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

12. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or

employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

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

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

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

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

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

subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

16. INDEPENDENT CONSULTANT.

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

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

17. KEY PERSONS.

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

18. ASSIGNMENT AND SUBCONTRACTING.

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

19. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

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

20. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

21. ERRORS AND OMISSIONS, CORRECTIONS.

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

22. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any

subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

23. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are ***public records*** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records may be legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW Ch. 42.56) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

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

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

24. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City

in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

25. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

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

C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

26. EXPANSION FOR NEW WORK.

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

contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

27. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

SIMPSON ENGINEERS, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments: Exhibit A – Schedule of Rates & Fees
Exhibit B –Certificate Regarding Debarment

18-005

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/9/2018
		Clerk's File #	OPR 2018-0024
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2018045
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 - SURVEYING ON-CALL CONSULTANTS - COFFMAN ENGINEERS		

Agenda Wording

Consultant Agreement with Coffman Engineers (Spokane, WA) for Surveying On-Call Consultants. (Various Neighborhood Councils)

Summary (Background)

In November 2017 Engineering Services sent out a Request for Qualifications for On-Call Surveying Services. Seven firms submitted Statements of Qualifications. The Review Committee ranked Coffman Engineers number two for a $100,000.00 agreement over a period of two years with an additional one year option. This amount is based on a forecast of surveying needs over the next two to three years.

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ 100,000.00	# Various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	UDC 1/8/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT	Engineering Admin	
For the Mayor	DUNIVANT, TIMOTHY	publicworksaccounting	
Additional Approvals		kkeck@spokanecity.org	
Purchasing		mdoval@spokanecity.org	
		dbuller@spokanecity.org	

Briefing Paper
Urban Experience

Division & Department:	Public Works, Engineering Services
Subject:	2018045 On Call Surveying Consultants
Date:	1-8-18
Author (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Award to consultant

Background/History: Engineering Services has "on-call" agreements with various engineering firms for specialized engineering services (structural, geotech, surveying, etc.) associated with various city public works projects as needed. Those firms are selected on the basis of qualifications as required by RCW 39. These agreements generally last from 2-3 years after which time Engineering Services re-advertises a "request for qualifications", a process that we just went through in November, 2017 for geotechnical engineers and surveyors.

Executive Summary:

- Seven firms submitted statements of qualifications in response to our request for qualifications
- A review committee ranked the firms by qualifications as required by RCW 39
- Two firms were selected: Simpsons Engineers (of Spokane) and Coffman Engineers (of Spokane)
- Simpson Engineers was ranked #1. Engineering Services proposes a $150,000 contract with Simpson over two years with an optional 3rd year. This amount is based on a forecast of surveying needs over the next 2-3 years.
- Coffman Engineers was ranked #2. Engineering Services proposes a $100,000 contract with Coffman over two years with an optional 3rd year. This amount is based on a forecast of geotechnical needs over the next 2-3 years.
- Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.

Budget Impact:
Approved in current year budget? X Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes X No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? X Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☐ No
Specify changes required:
Known challenges/barriers:

City Clerk's OPR _____
Engineering No. 2018045

City of Spokane

CONSULTANT AGREEMENT

Title: 2018-19 ON-CALL SURVEYING SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **COFFMAN ENGINEERS, INC.**, whose address is 10 North Post Avenue, Suite 500, Spokane, Washington 99201 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to **PROVIDE FOR THE CITY ON-CALL SURVEYING SERVICES IN 2018 AND 2019**; and*

WHEREAS, the Consultant was selected from a Request for Qualifications.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on February 1, 2018, and ends on December 31, 2019, unless amended by written agreement or terminated earlier under the provisions. The contract may be extended for one (1) additional one-year contract period, subject to mutual agreement.

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

3. SCOPE OF WORK.
This agreement covers yet to be defined surveying work associated with City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed surveying work.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, said scope and budget are formalized by way of a task

assignment, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins.

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

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

5. PAYMENT.
The Company shall submit its applications for payment to Engineering Services Department, 2nd Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.

D. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

E. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.
F. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. PAYMENT PROCEDURES.

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

Invoices shall be submitted to:
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
• Invoice Date and Invoice Number • ENGINEERING SERVICES DEPARTMENT • Project Coordinator: Dan Buller (Please do not put name in the address portion of the invoice) • Department Contract No. OPR #_____ • Contract Title: **ON-CALL SURVEYING SERVICES IN 2018 AND 2019** • Period covered by the invoice • Project Title = A Project is described as listed on the task assignment • Employee's name and classification • Employee's all-inclusive hourly rate and # of hours worked • Total labor costs per Project • Itemization of direct, non-salary costs (per Project, if so allocated) • The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup): o Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant). o Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant). • Cumulative costs per Project and for the total Agreement

8. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or

the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

9. CITY OF SPOKANE BUSINESS LICENSE.

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

10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	**If to the Consultant:**
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	COFFMAN ENGINEERS, INC. 10 North Post Avenue, Suite 500 Spokane, WA 99201

11. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

12. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or

employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

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

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

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

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

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

subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

16. INDEPENDENT CONSULTANT.

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

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

17. KEY PERSONS.

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

18. ASSIGNMENT AND SUBCONTRACTING.

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

19. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

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

20. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

21. ERRORS AND OMISSIONS, CORRECTIONS.

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

22. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any

subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

23. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are ***public records*** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records may be legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW Ch. 42.56) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

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

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

24. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City

in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

25. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

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

C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

26. EXPANSION FOR NEW WORK.

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

contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

27. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

COFFMAN ENGINEERS, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

Mai Dodle
Assistant City Attorney

Attachments: Exhibit A – Schedule of Rates & Fees
Exhibit B –Certificate Regarding Debarment

18-007

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/9/2018
		Clerk's File #	OPR 2018-0025
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2018046
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 - GEOTECHNICAL ON-CALL SERVICES - GEOENGINEERS		

Agenda Wording

Consultant Agreement with GeoEngineers, Inc. (Spokane, WA) for Geotechnical On-Call Services. (Various Neighborhood Councils)

Summary (Background)

In November 2017 Engineering Services sent out a Request for Qualifications for On-Call Geotechnical Services. Three firms submitted Statements of Qualifications. The Review Commitee ranked GeoEngineers, Inc. number two for a $400,000.00 agreement over a period of two years with an additional one year option. This amount is based on a forecast of geotechnical needs over the next two to three years.

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ 400,000.00	# Various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	UDC 1/8/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT	Engineering Admin	
For the Mayor	DUNIVANT, TIMOTHY	publicworksaccounting	
Additional Approvals		kkeck@spokanecity.org	
Purchasing		mdoval@spokanecity.org	
		dbuller@spokanecity.org	

Briefing Paper
Urban Experience

Division & Department:	Public Works, Engineering Services
Subject:	Project No. 2018046 On Call Geotechnical Engineering Consultants
Date:	1-8-18
Author (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Award to consultant

Background/History: Engineering Services has "on-call" agreements with various engineering firms for specialized engineering services (structural, geotech, surveying, etc.) associated with various city public works projects as needed. Those firms are selected on the basis of qualifications as required by RCW 39. These agreements generally last from 2-3 years after which time Engineering Services re-advertises a "request for qualifications", a process that we just went through in November, 2017 for geotechnical engineers and surveyors.

Executive Summary:

- Three firms submitted statements of qualifications in response to our request for qualifications
- A review committee ranked the firms by qualifications as required by RCW 39
- Two firms were selected: Budinger & Associates (of Spokane) and GeoEngineers (of Spokane)
- Budinger & Associates was ranked #1. Engineering Services proposes a $1.2M contract with Budinger over two years with an optional 3rd year. This amount is based on a forecast of geotechnical needs over the next 2-3 years.
- GeoEngineers was ranked #2. Engineering Services proposes a $400,000 contract with GeoEngineers over two years with an optional 3rd year. This amount is based on a forecast of geotechnical needs over the next 2-3 years.
- Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.

Budget Impact:

Approved in current year budget? X Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes X No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☐ No
Specify changes required:
Known challenges/barriers:

City Clerk's OPR _____
Engineering No. 2018046

City of Spokane

CONSULTANT AGREEMENT

Title: 2018-19 GEOTECHNICAL ENGINEERING ON-CALL SERVICES

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **GEO ENGINEERS**, whose address is 523 East 2nd Avenue, Spokane, Washington 99202 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to **PROVIDE FOR THE CITY ON-CALL GEOTECHNICAL ENGINEERING SERVICES IN 2018 AND 2019**; and*

WHEREAS, the Consultant was selected from a Request for Qualifications.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on February 1, 2018, and ends on December 31, 2019, unless amended by written agreement or terminated earlier under the provisions. The contract may be extended for one (1) additional one-year contract period, subject to mutual agreement.

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

3. SCOPE OF WORK.
This agreement covers yet to be defined geotechnical engineering work associated with City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed geotechnical work.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, said scope and budget are formalized by way of a task assignment, a brief document referencing the Consultant prepared scope of work and budget.

4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins.

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

4. COMPENSATION.
Total compensation for Consultant's services under this Agreement shall not exceed **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS ($400,000.00)**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Company shall submit its applications for payment to Engineering Services Department, 2nd Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.

D. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

E. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

F. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

7. PAYMENT PROCEDURES.

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

Invoices shall be submitted to:
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
• Invoice Date and Invoice Number • ENGINEERING SERVICES DEPARTMENT • Project Coordinator: Dan Buller (Please do not put name in the address portion of the invoice) • Department Contract No. OPR #_____ • Contract Title: **ON-CALL GEOTECHNICAL ENGINEERING SERVICES IN 2018 AND 2019** • Period covered by the invoice • Project Title = A Project is described as listed on the task assignment • Employee's name and classification • Employee's all-inclusive hourly rate and # of hours worked • Total labor costs per Project • Itemization of direct, non-salary costs (per Project, if so allocated) • The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup): o Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant). o Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant). • Cumulative costs per Project and for the total Agreement

8. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this

Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

9. CITY OF SPOKANE BUSINESS LICENSE.

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

10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	GEO ENGINEERS 523 East 2nd Avenue Spokane, Washington 99202

11. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

12. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or

suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

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

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

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

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

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

Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

16. INDEPENDENT CONSULTANT.

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

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

17. KEY PERSONS.

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

18. ASSIGNMENT AND SUBCONTRACTING.

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

19. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

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

20. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

21. ERRORS AND OMISSIONS, CORRECTIONS.

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

22. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any

subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

23. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are ***public records*** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records may be legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW Ch. 42.56) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

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

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

24. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City

in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

25. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

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

C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

26. EXPANSION FOR NEW WORK.

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

contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

27. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

GEO ENGINEERS	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments: Exhibit A – Schedule of Rates & Fees
Exhibit B –Certificate Regarding Debarment

17-172

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/9/2018
		Clerk's File #	OPR 2018-0026
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2018046
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 - GEOTECHNICAL ON-CALL SERVICES - BUDINGER & ASSOCIATES		

Agenda Wording

Consultant Agreement with Budinger & Associates, Inc. (Spokane, WA) for Geotechnical On-Call Services. (Various Neighborhood Councils)

Summary (Background)

In November 2017 Engineering Services sent out a Request for Qualifications for On-Call Geotechnical Services. Three firms submitted Statements of Qualifications. The Review Committee ranked Budinger & Associates number one for a $1,200,000.00 agreement over a period of two years with an additional one year option. This amount is based on a forecast of geotechnical needs over the next two to three years.

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ 1,200,000.00	# Various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	UDC 1/8/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT	Engineering Admin	
For the Mayor	DUNIVANT, TIMOTHY	publicworksaccounting	
Additional Approvals		kkeck@spokanecity.org	
Purchasing		mdoval@spokanecity.org	
		dbuller@spokanecity.org	

Briefing Paper
Urban Experience

Division & Department:	Public Works, Engineering Services
Subject:	Project No. 2018046 On Call Geotechnical Engineering Consultants
Date:	1-8-18
Author (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Award to consultant

Background/History: Engineering Services has "on-call" agreements with various engineering firms for specialized engineering services (structural, geotech, surveying, etc.) associated with various city public works projects as needed. Those firms are selected on the basis of qualifications as required by RCW 39. These agreements generally last from 2-3 years after which time Engineering Services re-advertises a "request for qualifications", a process that we just went through in November, 2017 for geotechnical engineers and surveyors.

Executive Summary:

- Three firms submitted statements of qualifications in response to our request for qualifications
- A review committee ranked the firms by qualifications as required by RCW 39
- Two firms were selected: Budinger & Associates (of Spokane) and GeoEngineers (of Spokane)
- Budinger & Associates was ranked #1. Engineering Services proposes a $1.2M contract with Budinger over two years with an optional 3rd year. This amount is based on a forecast of geotechnical needs over the next 2-3 years.
- GeoEngineers was ranked #2. Engineering Services proposes a $400,000 contract with GeoEngineers over two years with an optional 3rd year. This amount is based on a forecast of geotechnical needs over the next 2-3 years.
- Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.

Budget Impact:

Approved in current year budget? X Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes X No
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? X Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☐ No
Specify changes required:
Known challenges/barriers:

City Clerk's OPR _____
Engineering No. 2018046

City of Spokane

CONSULTANT AGREEMENT

Title: 2018-19 GEOTECHNICAL ENGINEERING ON-CALL SERVICES

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

WHEREAS, the purpose of this Agreement is to ***PROVIDE FOR THE CITY ON-CALL GEOTECHNICAL ENGINEERING SERVICES IN 2018 AND 2019****; and*

WHEREAS, the Consultant was selected from a Request for Qualifications.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on February 1, 2018, and ends on December 31, 2019, unless amended by written agreement or terminated earlier under the provisions. The contract may be extended for one (1) additional one-year contract period, subject to mutual agreement.

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

3. SCOPE OF WORK.
This agreement covers yet to be defined geotechnical engineering work associated with City of Spokane public works projects. Work initiation under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed geotechnical work.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, said scope and budget are formalized by way of a task assignment, a brief document referencing the Consultant prepared scope of work and budget.

4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins.

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

4. COMPENSATION.
Total compensation for Consultant's services under this Agreement shall not exceed **ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($1,200,000.00)**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.
The Company shall submit its applications for payment to Engineering Services Department, 2nd Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

E. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.
F. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

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

Invoices shall be submitted to:
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
• Invoice Date and Invoice Number • ENGINEERING SERVICES DEPARTMENT • Project Coordinator: Dan Buller (Please do not put name in the address portion of the invoice) • Department Contract No. OPR #_____ • Contract Title: **ON-CALL GEOTECHNICAL ENGINEERING SERVICES IN 2018 AND 2019** • Period covered by the invoice • Project Title = A Project is described as listed on the task assignment • Employee's name and classification • Employee's all-inclusive hourly rate and # of hours worked • Total labor costs per Project • Itemization of direct, non-salary costs (per Project, if so allocated) • The following Sub-Consultant payment information will be provided [*if needed*] (attach Sub-Consultant invoices as backup): o Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant). o Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant). • Cumulative costs per Project and for the total Agreement

8. TAXES, FEES AND LICENSES.

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

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

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

9. CITY OF SPOKANE BUSINESS LICENSE.

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

10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	BUDINGER & ASSOCIATES, INC. 1101 North Fancher Road Spokane, Washington 99212

11. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

12. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct

under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

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

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

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

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

15. AUDIT.
Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final

payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

16. INDEPENDENT CONSULTANT.

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

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

17. KEY PERSONS.

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

18. ASSIGNMENT AND SUBCONTRACTING.

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

19. CITY ETHICS CODE.

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.

C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

20. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

21. ERRORS AND OMISSIONS, CORRECTIONS.

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

22. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any

other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

23. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are ***public records*** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records may be legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW Ch. 42.56) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

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

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

24. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall

mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

25. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

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

C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

26. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have

attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

27. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

BUDINGER & ASSOCIATES, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments: Exhibit A – Schedule of Rates & Fees
Exhibit B –Certificate Regarding Debarment

17-172

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	12/19/2017
		Clerk's File #	OPR 2013-0768
		Renews #	
Submitting Dept	HUMAN RESOURCES	Cross Ref #	
Contact Name/Phone	CHRISTINE CAVANAUGH 6383	Project #	
Contact E-Mail	CCAVANAUGH@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	PD BY CLAIMS
Agenda Item Name	5810 - WC LEGAL SERVICES		

Agenda Wording

Amendment to contract with Evans, Craven & Lackie, P.S. for outside counsel services and advice to the City regarding workers' compensation matters - increase of $100,000.

Summary (Background)

The City entered into a contract with the above firm for outside counsel services in regards to workers' compensation claims in 2013. The original contract has an amount of $46,000, and was amended to add $50,000 in 2015, and $100,000 in 2016. Additional funds are necessary to continue the work.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 100,000	# 5810-78500-17680-54601-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	CAVANAUGH, CHRISTINE	**Study Session**	
Division Director	CAVANAUGH, CHRISTINE	**Other**	Finance Committee
Finance	BUSTOS, KIM	Distribution List	
Legal	DALTON, PAT	ccavanaugh@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	rkokot@spokanecity.org	
Additional Approvals		gkane @ecl-law.com	
Purchasing			

RECEIVED
DEC 21 2017
Mayor's Office
City of Spokane

City Clerk's No. OPR # 2013-0768

CITY OF SPOKANE

City of Spokane

CONTRACT AMENDMENT

Title: **SPECIAL COUNSEL**

THIS CONTRACT AMENDMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **GREGORY KANE** and the law firm of **EVANS, CRAVEN & LACKIE, P.S.**, whose address is 818 West Riverside Avenue, Suite 250, Spokane, Washington 99201-1910, 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 act as OUTSIDE COUNSEL providing legal services and advice to the City and individual officers and employees regarding workers' compensation matters; and

WHEREAS, additional funds are required.

-- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Contract dated October 21, 2013 and October 25, 2013, 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 shall become effective upon signatures of the parties.

3. EXTENSION. The contract documents are hereby extended and shall remain in effect until completion of the services or earlier terminated.

4. COMPENSATION. The City shall pay **ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00)** for everything furnished and done under this Contract Amendment.

EVANS, CRAVEN & LACKIE, P.S.

By Greg Kane 12/18/17
Signature Date

GREG KANE
Type or Print Name

Attorney
Title

Attest:

City Clerk

CITY OF SPOKANE

By 12/26/17
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

17-182

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/2/2018
		Clerk's File #	OPR 2018-0027
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 6258	Project #	
Contact E-Mail	BSTUCKART@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR18857
Agenda Item Name	0320 - ECONOMIC DEVELOPMENT SERVICES AGREEMENT		

Agenda Wording

A one-year economic development agreement contract between the City and GSI.

Summary (Background)

This contract establishes a collaborative relationship between GSI and the City, intended to promote and support economic development as authorized by RCW 35.21.703 and RCW 36.01.085. The contract establishes a financial investment by the City in GSI's economic development activities, consisting of: (1) BASE INVESTMENT (2) ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES (3) ADDITIONAL INVESTMENT FOR ECONOMIC DEVELOPMENT SERVICES specific to the City, and (4) SPECIAL PROJECTS.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 56,400	# 0750-30210-58700-54201-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	**Study Session**	
Division Director		**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	DUNIVANT, TIMOTHY		
Additional Approvals			
Purchasing			

Agreement for Economic Development Services

OVERVIEW OF GSI:
GSI works to connect businesses to valuable relationships and resources, drive business and community initiatives to improve our region, and advocate for business with a unified voice.

GSI convenes, coordinates, facilitates and leads economic development efforts that:

- Drive the creation of a highly skilled workforce that meets the future needs of employers;
- Increase the number of jobs;
- Grow our residents' average household income;
- Support innovation through the creation and growth of entrepreneurship and business start-ups;
- Expand area businesses through increased access to information and resources that will lead to greater customer exposure and greater success; and
- Improve the fiscal health of our communities through increased commerce leading to increased tax revenues.

PURPOSE OF AGREEMENT: The purpose of this AGREEMENT is to memorialize the understanding and intended collaboration between the CITY OF SPOKANE (hereinafter referred to as "the JURISDICTION") and GREATER SPOKANE INCORPORATED (hereinafter referred to as "GSI") (collectively referred to as the "PARTIES") to further economic development activities for the JURISDICTION and the Spokane region.

As set forth further in Paragraph 6, this AGREEMENT establishes only a collaborative relationship between GSI and JURISDICTION, and GSI is only obligated to the extent the terms of this AGREEMENT provide. The PARTIES acknowledge that this AGREEMENT is intended to promote and support acts relating to economic development as authorized by RCW 35.21.703 and RCW 36.01.085.

This AGREEMENT establishes a sequential financial investment in the economic development activities of GSI consisting of:

(1) BASE INVESTMENT,
(2) ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES,
(3) ADDITIONAL INVESTMENT FOR ECONOMIC DEVELOPMENT SERVICES (specific to JURISDICTION), and
(4) SPECIAL PROJECTS (benefitting the entire region).

JURISDICTIONS that agree to invest with GSI agree to invest in the order of economic development activities listed and further agree to fund the financial requirements of each category before proceeding to the next level of economic development activity.

(1) <u>BASE INVESTMENT:</u>
The Base Investment is an annual investment amount and recognizes the value of having an organization identified as coordinating economic development activities on behalf of the Jurisdiction and region. It recognizes those activities as;

- advocating for a healthy business climate to provide businesses a competitive advantage over other communities,

- assisting businesses located in the region with access to new services to enhance their revenues and profits,
- advancing the development of a talented workforce,
- advocating on behalf of business at the federal, state, and local levels,
- supporting entrepreneurs and business startups,
- supporting major contributors to the economy, and
- communicating the value of the Spokane region to businesses considering expansion or relocation to the Spokane region.

The Base Investment supports the costs of Greater Spokane Incorporated associated with performing the above-mentioned functions. Investor Partners can choose their level of investment.

Consistent with GSI By-Laws, JURISDICTIONS investing at the Partner Level ($10,250 - $24,999/yr) are entitled to :

- An Ex-Officio position on the GSI Board of Trustees,
- Participation in the Leaders for Economic Prosperity Committee (the "Leaders" group),
- Participation in the CEO Exchange,
- Invitation to attend the Olympia and DC Fly-ins,
- Invitation to exclusive executive events,
- Recognition in GSI Media,
- Customized Community Visibility,
- Onsite GSI Executive Update,
- Bi-Weekly CEO E-Newsletter.

JURISDICTIONS can also choose higher levels of Base Investment. Those could include the Leaders Level ($25,000 - $49,999/yr) and the Visionary Level ($50,000 and up/yr).

The level of Base Investment for the JURISDICTION shall be that amount listed in Attachment A, attached hereto and incorporated herein by reference.

(2) <u>ECONOMIC DEVELOPMENT PARTNERSHIP SERVICES:</u>

The Economic Development Partnership Services ("EDPS") constitute the array of economic development activities as defined both in the GSI Strategic Plan and other activities necessary to support businesses operating in the Spokane region and those businesses wishing to expand or relocate to the Spokane region. They are itemized in more detail below under "**Scope of Work**".

The cost of EDPS is based proportionately on the size of the JURISDICTION. The target rate is $0.50 per resident, adjusted annually, and based upon the United States Census Bureau's annual population estimate. For purposes of this calculation, the annual population estimate shall be the US Census Bureau's most recent estimate listed as of October 1st of the current calendar year. For the JURISDICTION, the US Census Bureau's population estimate for the contract period shall be the population listed in Attachment "A".

Scope of Work

The following activities shall be included in EDPS:

- WORKFORCE - Grow education attainment rates, ensuring a talented and competitive workforce pipeline;
    - Build a robust system of career-connected learning by developing STEM skills and career awareness and exploration, for middle skill and knowledge-based careers in high-demand industries
    - Increase post-secondary access to credential and degree completion for traditional and non-traditional students
    - Support the development of a center for health and medical sciences education through advocacy, workforce development, and community capacity building
- ADVOCACY - Convene and facilitate a unified voice on behalf of the business community, and to advocate for critical public policy and legislative priorities for the benefit of the regional economy;
    - Convene, draft, and advocate for legislative priorities at both the federal and state levels on behalf of business
    - Advocate for critical infrastructure necessary for economic development
    - Plan and implement a Joint Chambers' Olympia Fly-In to advocate for business priorities for the Spokane region
    - Plan and implement a Joint Chambers' DC Fly-In to advocate for business priorities for the Spokane region
    - Advocate for international trade policies that support local business efforts to expand their customer base
    - Provide an opportunity for the City of Spokane to present a "State of the City" to the broader business community (specialized audio visual and other special features at additional cost)
    - Provide access to the GSI Board of Trustees to educate the business community on key city projects and initiatives
- BUSINESS STARTUP, RETENTION, & EXPANSION - Provide retention and expansion programs and business services;
    - Protect, advocate, and support the expansion of the military operations at Fairchild Air Force Base, recognizing it as the largest single-site employer in Eastern Washington
    - Assist the business community in qualifying for, and obtaining comprehensive contracting opportunities with federal, state, and local government agencies to maintain business growth and expansion
    - Connect entrepreneurs with resources and community support necessary to launch and grow new businesses
    - Provide a physical location and appropriate programming to ensure entrepreneur success
    - Provide information and access to guest speakers to local businesses on international trade issues and opportunities
- RECRUIT - Recruit high performance industries that provide significant wage opportunities;
    - Respond to inbound recruitment opportunities to diversify and enhance the region's overall economic environment
        - Respond to inbound requests for information regarding the region
        - Prepare responses to inbound Request for Proposal's (RFP's) from businesses and site selectors
    - Prepare responses to inquiries from the Washington State Department of Commerce directed to GSI as the designated Associate Development Organization (ADO)
    - Develop outbound recruitment strategy based on core assets and industries of the market

        - Grow the region's capacity to serve as a supply chain for the aerospace industry and retain and grow our region's advanced manufacturing base
        - Enable, support, and promote the creation of a regional hub for bioscience research and business development
    - Engage directly with site selectors and targeted companies to educate them about the advantages of the Spokane region
    - Leverage partnerships with local companies to identify companies that would augment or increase buildout of the manufacturing or life sciences supply chain in the region
    - Enhance the knowledge of the region by participating in and leading local, regional, and national industry association events, and attending networking and educational events.

(3) ADDITIONAL INVESTMENT FOR ECONOMIC DEVELOPMENT SERVICES:
The JURISDICTION may wish to collaborate and invest with GSI on additional economic development services specific to the JURISDICTION outside the EDPS. Those economic development services shall be mutually agreed upon by the parties and set forth in Attachment B, attached hereto and incorporated herein by reference. Examples may include, but are not limited to, industry gap analysis, workforce studies, or pursuit of specific grant opportunities.

(4) SPECIAL PROJECTS:
GSI may undertake specific projects or activities to benefit the entire region in which the JURISDICTION seeks to participate. Those projects and activities would be in addition to the terms set forth in this AGREEMENT. Examples include, but are not limited to, public opinion polling, economic development and industry studies, and infrastructure analysis.

General Terms for Agreement.

1. Term. This AGREEMENT shall be in full force and effect on January 1, 2018 and shall remain in effect until December 31, 2019. By mutual written consent, the PARTIES may extend the AGREEMENT for up to three additional one-year terms, which will commence on or about January 1st of each year and end on December 31 of that year.

Either party may terminate this AGREEMENT for any reason whatsoever upon thirty (30) days written notice. In the event of termination through no fault of GSI, the JURISDICTION agrees to pay GSI for all services performed to the date of the AGREEMENT termination based upon a pro rata breakdown of the monthly monetary compensation as set forth in Attachment A. Provided, however, in the event of any material breach of any provision herein, the JURISDICTION may suspend GSI's provision of any services under the terms of this AGREEMENT upon twenty-four (24) hour notification. During the time frame of any such suspension, the JURISDICTION shall not be liable for the payment of any fees or pro rata portion thereof to GSI.

For the purposes of this AGREEMENT, notice shall be deemed effective upon: (i) the day such notices are received when sent by personal delivery, (ii) the third day following the day on which the same have been deposited in the U.S. mail by first class delivery, postage prepaid addressed to the JURISDICTION or to GSI at the address set forth in Attachment A, or (iii) the next business day such notice is sent via e-mail to the e-mail provided for each PARTY in Attachment A.

2. Payment. GSI shall be paid monthly upon presentation of an invoice to JURISDICTION. JURISDICTION agrees to pay GSI within thirty (30) days of the JURISDICTION'S receipt of any reimbursement request. Invoices shall be submitted to the JURISDICTION at the address stated in Attachment A. GSI's reimbursement request is an acknowledgement that services have been rendered or that an advance payment is due and payable pursuant to fulfillment of obligations herein. The frequency of invoicing may be adjusted with the mutual consent of the PARTIES, and as specified herein in Attachment A.

3. Reporting. GSI shall provide a written report of its activities and progress as they pertain to the **Scope of Work** as set forth under Economic Development Partnership Services (EDPS) on a semi-annual basis. Additionally, GSI shall be available to present such information in person to the JURISDICTION on approximately the same frequency. The frequency of reporting and presentations may be adjusted with the mutual consent of the PARTIES. The frequency shall be set forth in Attachment A.

4. Compliance with Laws. The PARTIES, in the performance of this AGREEMENT, agree to comply with all applicable federal, state, and local laws and regulations to the extent that they may have any bearing on either party providing services under the terms of this AGREEMENT.

5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions:

A. By executing this AGREEMENT, GSI certifies to the best of its knowledge and belief, that it:
    1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    2. Has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or 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, or receiving stolen property;
    3. Is 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 (A)(2) of this certification; and
    4. Has not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

B. 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 AGREEMENT.

6. Relationship of the Parties: It is understood, agreed and declared that GSI shall be an independent contractor, and not the agent or employee of JURISDICTION, and JURISDICTION is interested in only the results to be achieved, and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of GSI. Any and all employees who provide services to JURISDICTION under this AGREEMENT shall be deemed employees solely of GSI, and are not entitled to any of the benefits that JURISDICTION provides to employees of JURISDICTION. GSI shall be solely responsible for the conduct and actions of all its agents, employees, servants, subcontractors or otherwise under this AGREEMENT and any liability that may attach thereto.

7. Records: GSI shall make available to JURISDICTION or the Washington State Auditor, or their duly authorized representatives, at any time during its normal operating hours, all records, books or pertinent information which GSI shall have kept in conjunction with this AGREEMENT, and which JURISDICTION may be required by law to make part of its auditing procedures, an audit trail, or which may be required for the purpose of funding the services provided under this AGREEMENT.

8. Insurance: GSI shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

GENERAL LIABILITY INSURANCE: GSI shall have Commercial General Liability with limits of $1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and $5,000.00 medical expenses.

ADDITIONAL INSURED ENDORSEMENT: General Liability Insurance must state that the JURISDICTION, it's officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used "[Name of JURISDICTION], it's Officers, Agents and Employees, are named as an Additional Insured with respect to this MEMORANDUM OF AGREEMENT between Greater Spokane Incorporated and [Name of JURISDICTION]."

WORKERS' COMPENSATION: If GSI has employees, it shall show proof of Workers' Compensation coverage by providing its State Industrial Account Identification Number. Provision of this number will be GSI's assurance that coverage is in effect.

PROFESSIONAL LIABILITY INSURANCE: GSI shall provide errors & omissions coverage in the form of Professional Liability Coverage in the minimum amount of $1,000,000.00.

Any exclusion to GSI's insurance policies that may restrict coverage required in the AGREEMENT's insurance requirements must be pre-approved by the Risk Management Officer of JURISDICTION. GSI's insurer shall have a minimum A.M. Best's rating of A-VII and shall be licensed to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for GSI and a copy of any required endorsement(s) and returned to JURISDICTION. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice to JURISDICTION. The policy shall be endorsed and the certificate shall reflect that JURISDICTION is named as an additional insured on the GSI's general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by JURISDICTION shall be excess and not contributory insurance to that provided by GSI.

GSI shall provide Certificate(s) of Insurance, meeting the requirements set forth herein, to JURISDICTION within 30 days of the execution of this AGREEMENT.

Failure of GSI to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of AGREEMENT and cause for immediate termination of AGREEMENT at JURISDICTION's discretion.

Providing coverage in the above amounts shall not be construed to relieve GSI from liability in excess of such amounts.

9. Assignment: Neither PARTY shall assign, transfer, nor delegate any or all of the responsibilities of this AGREEMENT or the benefits received hereunder without first obtaining the written consent of the other PARTY; provided, however, that this provision shall not be interpreted to restrict GSI's right to contract out with other entities to fulfill the services set forth in this AGREEMENT.

10. Confidentiality: By the nature of its mission and work outlined under Section 2 (Economic Development Partnership Services), Section 3 (Additional Investment for Economic Development Services), and Section 4 (Special Projects), GSI routinely discusses and has access to the confidential information of persons not party to this Agreement ("Third-Party"), including existing area businesses, potential new businesses, and area development project coordinators. As a result, GSI is often subject to the terms of non-disclosure/non-use agreements in carrying out its work. Accordingly, all such information, whether subject to a non-disclosure agreement or not, shall at all times be proprietary and the confidential information of GSI. Such information shall not be disclosed to any party, including without limitation, JURISDICTION, without the appropriate consent of the Third-Party and at the discretion of GSI.

GSI may, from time to time, receive information from JURISDICTION, which is considered by JURISDICTION to be confidential and exempt from the applicable public disclosure laws. GSI shall not disclose such information without the prior express written consent of JURISDICTION or upon order of a court of competent jurisdiction.

The PARTIES agree public records as defined in chapter 42.56 RCW are subject to viewing and copying upon request unless exempt from disclosure under the Public Records Act. JURISDICTION's promises of confidentiality cannot override its obligations under the Public Disclosure Act. Accordingly, in the event of receipt of a public records request for a document which was received by the JURISDICTION under this AGREEMENT, the JURISDICTION agrees to provide GSI with a copy of the public records request and its proposed response, taking into consideration the exemptions allowed under the Public Records Act and allow GSI a ten (10) day time frame to seek judicial relief to prevent disclosure.

11. Entire Agreement: This AGREEMENT constitutes the entire and complete agreement between the PARTIES and supersedes any prior oral or written agreements. No modification or amendment of this AGREEMENT shall be valid until the same is reduced to writing and executed with the same formalities as this present AGREEMENT.

12. Jurisdiction and Venue: This AGREEMENT is entered into in Spokane County, Washington and Washington law shall apply. Disputes between JURISDICTION and GSI shall be resolved in the Superior Court of the State of Washington in Spokane County.

13. Cost and Attorney's Fees: The PARTIES hereby expressly agree that in the event of litigation or other action brought to enforce the terms of the AGREEMENT, each party agrees to bear its own attorney's fees and costs.

14. No Exclusivity: This AGREEMENT is not an exclusive services agreement. GSI may take on other professional assignments while completing the work elements/tasks set forth herein.

15. Payment of Taxes: This AGREEMENT is for the employment of GSI as an independent contractor. GSI holds itself out as an independent contractor. GSI shall be solely responsible for paying any and all taxes associated with its business as related to this AGREEMENT.

16. Anti-kickback: No officer or employee of JURISDICTION, having the power or duty to perform an official act or action related to this AGREEMENT shall have or acquire any interest in this AGREEMENT, or have solicited, accepted, or granted a present or future gift, favor, service or other thing of value from any person with an interest in this AGREEMENT.

17. Business Registration: GSI 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 GSI does not believe it is required to obtain a business registration, it may contact the JURISDICTION to request an exemption status determination.

18. Severability: If any section, sentence, clause or phrase of this AGREEMENT should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause or phrase of this AGREEMENT. If at any time during the term Agreement, applicable state or federal statutes or regulations are amended, revised, or interpreted in such a manner as to require modification of the terms and conditions of this Agreement, this Agreement shall be deemed to be automatically amended to conform to the requirements of such statutes and regulations.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed original, and such counterparts together shall constitute one instrument.

20. No Waiver. The failure of a party to object to or take affirmative action with respect to any conduct of another party which is in violation of the provisions of this Agreement shall not be construed as a waiver of that violation or any future violations of the provisions of this Agreement.

21. Attachments: Attachments attached and incorporated into this AGREEMENT are:

1. Attachment "A",
2. Attachment "B" (if applicable), and
3. Insurance Certificates.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed on date and year opposite their respective signatures.

SPOKANE REGIONAL CHAMBER OF COMMERCE & ECONOMIC DEVELOPMENT COUNCIL DBA GREATER SPOKANE INCORPORATED

By _____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By _____
Signature Date

_____
Type or Print Name

_____
Title

Approved As To Form:

_____
City Attorney

ATTACHMENT A

City of Spokane

Population Calculation:

Via US Census Bureau (2016) 215,973

Fees:

Base Investment $10,250.00

Economic Development Partnership Services (EDPS)

The PARTIES acknowledge and aspire to eventually reach a goal of utilizing a rate of $0.50 per resident as a basis for payment under this funding category.
(215,973 x $0.50 = $107,986.50)

For the term of this AGREEMENT, the City of Spokane agrees to utilize the following formula:
Use 215,973 x $0.2136 = $46,150 $46,150.00

TOTAL ANNUAL FEE $56,400.00

(Same amount as 2017 -- $56,400 per year)

Notices: All notices or other communications shall utilize the addresses set forth below for the PARTIES:

GREATER SPOKANE INCORPORATED:

Todd Mielke
Chief Executive Officer
Greater Spokane Incorporated
801 W Riverside, Suite 100
Spokane, WA 99201

E-Mail Address:

tmielke@greaterspokane.org

CITY OF SPOKANE:

Theresa Sanders
City Administrator
City of Spokane
City Hall, Seventh Floor
808 W. Spokane Falls Blvd.
Spokane, WA 99201

E-Mail Address:

_____

Invoicing Frequency: (if other than that set forth in the AGREEMENT). GSI shall invoice the City of Spokane at the beginning of each quarter of the calendar year.

Reporting Frequency: (if other than that set forth in the AGREEMENT).

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	12/26/2017
		Clerk's File #	OPR 2018-0028
		Renews #	
Submitting Dept	NEIGHBORHOOD & BUSINESS SERVICES	Cross Ref #	
Contact Name/Phone	ALEX REYNOLDS 625-6147	Project #	
Contact E-Mail	AREYNOLDS@SPOKANECITY.ORG	Bid #	4417-17
Agenda Item Type	Contract Item	Requisition #	2018
Agenda Item Name	0450 - DOWNTOWN SIDEWALK WASTE RECEPTACLE REPLACEMENT		

Agenda Wording

Contract with Bigbelly Solar, Inc to provide networked solar compacting waste receptacle replacement for the City of Spokane.

Summary (Background)

The contract to be briefed is a leasing contract for the acquisition of the Bigbelly Solar, networked, waste collection system. This project is meant to increase the recycling intake by sidewalk receptacle stations, improve collections efficiency, coordinate visual aesthetic, and return capacity to the DSP.

Fiscal Impact		Budget Account
	Grant related? NO Public Works? YES	
Expense	$ 5 year lease, annual amount of $71,293.20 with one time costs of $10,066.50	# 1200-58200-38148-54201-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	AYARS, ALICIA	**Study Session**	
Division Director	KEY, LISA	**Other**	PIES Committee - 12/11/17
Finance	DOVAL, MATTHEW	Distribution List	
Legal	DALTON, PAT	areynolds@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	jmallahan@spokanecity.org	
Additional Approvals		sbishop@spokanecity.org	
Purchasing			

City of Spokane

PUBLIC WORKS CONTRACT

Title: **DOWNTOWN SIDEWALK WASTE RECEPTACLE REPLACEMENT**

This Contract is made and entered into as of January ____ 2018 (the "Effective Date") by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **BIG BELLY SOLAR, INC.**, whose address is 150 A Street, Suite 103, Needham, MA 02494 as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to provide for the City ***Networked Solar Compacting Waste Receptacle Replacement****; and*

WHEREAS, the Contractor was selected through RFP No. 4417-17, issued by the City on November 13, 2017.

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

1. TERM OF CONTRACT.
The term of this Contract begins on the date that all equipment ordered pursuant to this Contract has been delivered to the City, and ends sixty (60) months thereafter, unless amended by written agreement or terminated earlier under the provisions. Upon delivery, the parties shall execute a delivery and acceptance letter, to be subsequently attached to and incorporated in this Contract, which shall memorialize in writing the date of commencement. This Contract may be renewed by written agreement of the parties for an additional five (5) year term.

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in this Contract on the beginning date, above. Time limits established under this Contract may be extended upon mutual agreement in writing for delays or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The Contractor's general scope of work for this Contract is more specifically described in the Connect Services Agreement ("CSA") incorporated as Exhibit A, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other

items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Networked Solar Compacting Waste Receptacle Replacement, RFP No. 4417-1.**

Services performed by the Contractor under this Contract and the CSA are subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed services) requested by the City to determine the adequacy of the services or Contractor's progress.

4. COMPENSATION / PAYMENT.
In compensation for Contractor's services under this Contract, the City shall pay, in accordance with the payment terms set forth in the CSA, a one-time payment of **TEN THOUSAND SIXTY-SIX AND 50/100 DOLLARS, ($10,066.50),** and annual amounts of **SEVENTY ONE THOUSAND TWO HUNDRED NINETY THREE AND 20/100 DOLLARS** (**$71,293.20**) for the Term, **plus all applicable Washington state and local taxes Contractor will bill the City with an annual invoice to be paid in accordance with this entire Agreement. Any additional charges as outlined in this Agreement will be itemized and in writing to be paid under separate invoice in accordance with the entire Agreement.**

The Contractor shall submit invoices for payment to the City at Solid Waste Collection Accounting, 808 W. Spokane Falls Blvd, Fourth Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's invoice except as provided in RCW 39.76. If the City objects to all or any portion of the invoice, it shall notify the Company and the parties shall immediately make every effort to settle the disputed amount.

5. CONTRACT DOCUMENTS.
The contract documents are this Contract (including all attachments), the Contractor's completed bid proposal form, contract provisions, standard specifications, addenda, various certifications and affidavits, supplemental agreements, change orders (if any),. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Planning and Development Services Department, and are incorporated into this Contract by reference, as if they were set forth at length.

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

7. FEES REIMBURSEMENT.
Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

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

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

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

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

13. 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.

14. INDEMNIFICATION.
(A) The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities brought against the City and arising from, resulting from or connected with (i) any breach or alleged breach by Bigbelly of its warranties to, or agreements with, the City; (ii) any claim that any of the product or services infringes any patent, trademark, copyright or other intellectual property right anywhere in the world; (iii) any death, injury, or damage to any person or property caused by the Contractor's negligent performance

of services under this Contract; provided, however, that: (a) the Contractor is given prompt written notice of any such action and the right to control the defense and settlement of any claim related thereto; and (b) the City shall cooperate fully with the Contractor, at the Contractor's sole cost and expense, in the defense of any such claim. Any settlement of any such claims that imposes any liability or limitation on the City shall not be entered into without the prior written consent of the City, which consent shall not be unreasonably withheld. The Contractor will not be responsible for any settlement it does not approve in writing. In no event shall Contractor be liable for or indemnify the City for damages, claims or injuries arising out the actions of the City, its agents or employees, or any third party, including but not limited to accidental or intentional tampering with the equipment, unless specifically conducted in accordance with Contractor's direction. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, reasonable attorneys' fees, court costs and all other legal related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

(B) The City shall indemnify and hold Contractor and each of its directors, officers and employees, harmless, and defend Contractor and its representatives if it requests, as to all claims, liabilities, losses, damages and expenses (including without limitation, reasonable attorneys' fees and other legal expenses and amounts paid in settlements) brought against Contractor and/or its representatives because of (i) any breach or alleged breach by the City of any of its representations, warranties, or agreements with Contractor, (ii) any claim that any of the information provided by the City to Contractor infringes any patent, trademark, copyright or other intellectual property right, anywhere in the world, or (iii) any death, injury or damage to any person or property caused by or resulting from the City's negligence in operating or securing the Equipment; provided, however, that: (a) the City is given prompt written notice of any such action and the right to control the defense and settlement of any claim related thereto; and (b) the Contractor shall cooperate fully with the City, at the City's sole cost and expense, in the defense of any such claim. Any settlement of any such claims that imposes any liability or limitation on the Contractor shall not be entered into without the prior written consent of the Contractor, which consent shall not be unreasonably withheld. The City will not be responsible for any settlement it does not approve in writing.

(C) The indemnification provided for in this section shall survive any termination or expiration of this Contract. This Section 14 contains the Parties sole and exclusive remedy with respect to the matters covered by indemnity herein.

15. INSURANCE.

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

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

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that

the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Contract; and

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

b. A Washington Employment Security Department number, as required in Title 50 RCW;

c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

d. An electrical contractor license, if required by Chapter 19.28 RCW;

e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

18. ASSIGNMENT AND SUBCONTRACTING.
The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which shall not be unreasonably withheld by the City. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract. Notwithstanding the foregoing, Contractor may, for financing purposes, assign in whole or in part the payments due under this Contract and its rights with respect to those payments, with consent from the City not required, and may collaterally assign this Contract, excluding Contractor's obligations, as security for its financial obligations under any such financing. Except as provided herein, Contractor shall remain responsible for all obligations under this Agreement.

19. TERMINATION.
Except for as provided in the default provisions contained in the CSA and subject to Section 6.17 Fiscal Funding provisions contained in the CSA the City may not terminate this Contract, nor shall any such attempted termination relieve the City of its obligations to make any and all payments due under this Contract. In the event of a valid termination under the default provisions of the CSA, the City shall pay the Contractor for all work previously authorized and performed up to the termination date.

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

21. ANTI KICK-BACK.
No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have

solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

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

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

The Contractor guarantees and warranties all work, labor and materials to be performed or provided by the Contractor under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect regarding the equipment or services provided by the Contractor develops during the Term of the Contract, the Contractor will promptly place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's its original condition, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. For clarity, this does not include alterations to City property made to prepare the site location as required for proper installation. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: No modification or amendment of any provision of the Contract or any right, obligation, claim or cause of action arising under the Contract shall be valid or binding unless in writing and duly executed by both Parties.
B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes,

ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

BIG BELLY SOLAR, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Connect Services Agreement
Exhibit B – Certification Regarding Debarment

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

EXHIBIT A

CONNECT SERVICES AGREEMENT

Agreement No. 10117

CUSTOMER				
Full Legal Name: City of Spokane			Legal Contact:	Elizabeth Schoedel
Billing Address: City of Spokane W. 808 Spokane Falls Blvd 4th Floor Spokane, WA 99201			Billing Contact:	Angela Cline
			Billing Phone:	509-625-6049
			Billing Email:	ACline@spokanecity.org
Sales Tax Status:	☐ Exempt (Attach Certificate)		TIN or FEIN:	
	☒ Non-Exempt			
Insurance:	☒ Self-Insured			
	☐ Insurance Certificate Attached			
Shipping Address: 809 N Washington Street Spokane, WA 99201			Shipping Contact:	Alex Reynolds
			Shipping Phone:	509-625-6147
			Shipping Email:	areynolds@spokanecity.org

Connect Service Schedule

System Software

- CLEAN Management Console Licenses for Full Term
- CLEAN Mobile Software Licenses for Full Term

Automated System Monitoring

- Automated System Diagnostics and Alerts

Equipment/Hardware

- Custom Configuration as Detailed Below

Cleaning and Inspection

- Annual Comprehensive Station Cleaning
- Annual 21-Point Station Inspection

Station Installation

- On-Site Installation for Stations

Warranty

- Hardware Parts Warranty for Full Term (includes battery)

Setup and Training

- CLEAN Management Console Software Account Setup
- System Training & Onboarding

Customer Support

- Customer Support Hotline and Trained Field Service Professionals

Equipment/Hardware Configuration

22	HC5/SC5.5 Double Stations
21	HC5 Single Stations
43	Foot Pedals
43	Ash Trays & Stub-Out Plates

Service Fee: Total Annual System Cost	$71,293.20
5 Boxes of HC5 Bags (Box of 50): One Time Fee	$167.50

5 Boxes of SC5 Bags (Box of 100): One Time Fee	$245.00
Shipping: One Time Fee	$9,654.00

This Service Agreement (the "Agreement"), made and entered into as of _____ (the "Effective Date"), by and between the Customer identified above ("Customer") and Big Belly Solar, Inc. ("Bigbelly") a Delaware corporation located at 150 A Street, Suite 103, Needham, MA 02494, and incorporates herein by reference the attached Terms and Conditions. Bigbelly and Customer shall each be referred to herein as a "Party." The initial term of this agreement shall be 60 Months (the "Initial Term"). The payment terms of this Agreement are annual in advance ("Payment Terms"). This Agreement may be executed in counterparts, each of which shall be an original, but which together shall constitute one instrument. Intending to be legally bound, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth above.

CUSTOMER:
By: _____
Printed Name: _____
Title: _____
Date: _____

BIG BELLY SOLAR, INC.
By:_____
Printed Name: _____
Title: _____
Date: _____

ATTACHMENT A
CONNECT SERVICE TERMS AND CONDITIONS

For purposes of this Attachment A, the 'Agreement' shall mean the Connect Service Agreement signed by the parties. The meaning of capitalized and undefined terms appearing in these Terms and Conditions shall be as set forth in the Agreement unless otherwise indicated herein.

1.0 Definitions

1.1 Service. The term "Service" means Connect by Bigbelly, including software, equipment, equipment delivery, installation, customer service and equipment maintenance, warranty for defective part replacement and repair, set up and training, and any other features, products or services provided as part of and included under the terms of this Agreement.

1.2 Equipment. The term "Equipment" means station hardware and accessories provided by Bigbelly to Customer for use with the Service.

1.3 Software. The term "Software" refers to CLEAN cloud-based software for use with mobile or desktop devices intended for use by Customer with the Service.

2.0 Term of Agreement

2.1 Term. The Term of this Agreement will commence on the date that all Equipment ordered pursuant to this Agreement has been delivered to the Customer and received at Customer's receiving location. Upon expiration of the Term, this Agreement may be renewed by written agreement of the parties for an additional five (5) year term. As used herein, "Term" shall mean the Initial Term and any applicable Renewal Terms. Except to the extent otherwise provided herein, the Term is non-cancelable.

2.2 Non-Renewal. If Customer elects not to renew, Customer must provide written notice to Bigbelly at least three (3) months prior to the expiration of the current Term.

3.0 Fees Payable by Customer

3.1 Fees. In compensation for the Service described in this Agreement, Customer agrees to pay the Service Fee specified in the Service Schedule and any fees payable for additional customization and/or services. Fees shall become payable on the date by which all the Equipment ordered pursuant to this Agreement has been delivered to the Customer. Bigbelly shall submit invoices to Customer during the Term of this Agreement per the Payment Terms outlined in the Service Schedule and Customer shall pay each invoice on the date due. All payments shall be made by check or, at Customer's option, may be automatically deposited to the account of Bigbelly as authorized by Customer by means of Customer submitting a signed Pre-authorization Payment Form ("PAF") identical to the PAF attached hereto as Attachment B. Any failure by Bigbelly to provide an invoice in a timely manner shall not constitute a waiver of Customer's payment obligations hereunder. However, the Parties recognize that the City requires a valid invoice prior to initiation of the payment process.. Late payments shall be subject to interest at the rate of twelve percent (12%) per annum.

3.2 Service Fee Prices. Service Fee Prices are guaranteed for the first twenty-four (24) months of Service. Thereafter, Service Fee Prices shall not increase over the amounts charged for the immediately preceding Term by more than the rate of inflation as reflected by the Consumer Price Index – Urban for all US Cities, unadjusted ("CPI-U"). Bigbelly will provide Customer at least 120 days prior notice of a price change.

4.0 Obligations of the Parties

4.1 Bigbelly's Obligations

(A) Equipment. Bigbelly will supply the Equipment identified in the Service Schedule on a rental basis to Customer for the Term of the Agreement. The Equipment will be either new and/or Bigbelly refurbished equipment.

(B) System Software. The CLEAN Software License Agreement includes communication services and access to the CLEAN Management Console and CLEAN Mobile. Customer's use of

the Software is subject to the CLEAN™ Software License Agreement.

(C) Equipment Delivery. Bigbelly will deliver the Equipment at Customer's expense to Customer's receiving dock or to a location mutually agreed upon by the parties before the shipment. Bigbelly hereby warrants that its Equipment is:

(a) good and merchantable, (b) free from defects and malfunctions, (c) free of liens, security interests or other encumbrances, (d) complies with all applicable laws, rules, regulations, and orders, and (e) is fit for the purpose for which the Equipment is intended.

(D) Station Installation. Bigbelly Equipment will be installed at mutually agreed upon locations, including semi-permanent attachment to the ground. Installation will be in accordance with the delivery and installation schedule agreed to by the parties.

(E) Setup and Training. Bigbelly shall, at its expense, provide Customer Equipment and Software setup and training. The parties shall agree upon the location and method of training.

(F) Warranty - Defective Part Replacement and Repair. Replacement parts required due to manufacturer defects or workmanship will be provided by Bigbelly at no cost to Customer. Replacement parts provided by Bigbelly shall be in new condition. All other repairs and part replacements, including but not limited to, repairs or replacements required as a result of external trauma or damage (including but not limited to vehicle strikes or vandalism) are specifically excluded and must be repaired or replaced at Customer's expense. Custom add-ons including vinyl wraps purchased by Customer are not covered by this warranty and repair and replacement shall be at Customer's expense, unless the damage is caused by Bigbelly or its employees, subcontractors or representatives, in which case any repair or replacement will be at Bigbelly's expense.

(G) Customer Support and Equipment Maintenance. Except for losses described in Section 5.2 below, Bigbelly will support the Customer in the maintenance of the Equipment at its sole discretion and expense in order to optimize up time. Technical Customer Support is available Monday through Friday, 7am to 6 pm EST to guide Customer in troubleshooting, repair and replacement efforts and to assist with parts ordering. In addition, Bigbelly maintains a network of trained Field Service professionals available for dispatch upon Customer request to investigate and resolve issues in the field.

Equipment batteries will be provided at no cost to Customer during the Term of the Agreement as needed, but no less frequently than necessary for the normal operation of the Equipment. If station operating conditions change such that insufficient sunlight is available for normal station operations (for example, Customer moves station into storage and fails to switch off station or places station under awning), and as a result the equipment battery fails prematurely, battery will be replaced at Customer expense.

(H) Removal. Upon termination, Bigbelly will de-install and remove the Equipment at Customer's expense, which amount shall not exceed $600.00 per station (covering the cost of labor, packaging, freight/shipping, disposal, etc). Equipment so removed shall be in operational condition and free of any damage for which Customer is responsible pursuant to Section 5.2 below.

(I) Subcontractor Services. Bigbelly may contract with third parties to provide the Service.

4.2 Customer's Obligations

(A) Customer Information & Access. Customer agrees that Bigbelly's ability to perform the Service under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by this Agreement shall be extended in the event that Customer fails to provide such information and/or access in a timely manner.

(B) Shipping. Customer agrees to pay for shipping expenses and to provide an appropriate facility that can receive, inspect and stage all Bigbelly Equipment until the Equipment is installed.

(C) Site Preparation. Customer agrees to provide a poured concrete pad if the intended installation

surface does not meet Bigbelly specifications. If Customer's installation surface does not meet such specifications, any additional cost associated with Bigbelly's efforts to properly prepare the surface will be at Customer's expense. It is the Customer's responsibility to remove, at Customer's expense, existing bins or any other items from the locations where Bigbelly stations will be installed.

(D) Operational Safety. Customer agrees to provide immediate notice to Bigbelly with respect to any damage or other event which causes the Equipment to pose a public safety issue or create unsafe operating conditions and Customer shall take prompt action if necessary, to eliminate such public or operator safety issues. Customer will promptly service or secure any Equipment that Customer has identified as causing a public safety issue or creating unsafe operating conditions. If after applying reasonable effort, Customer cannot resolve the issue, Customer will contact Bigbelly Customer Service and Bigbelly will resolve the issue at Bigbelly's expense, unless unsafe operating condition is due to losses described in Section 5.2.

(E) Automated System Monitoring & Customer Support Escalation - Customer will respond to routine maintenance and repair issues they observe or are notified of via automated CLEAN alerts. Customer will use reasonable efforts to promptly resolve issues and may contact Bigbelly Customer Service to receive troubleshooting assistance and instructions for proper repair. If a replacement part is needed to resolve the issue, Customer will contact Bigbelly Customer Service to request a part(s). If Customer reasonable efforts do not resolve the issue, Customer should contact Bigbelly Customer Service.

If Bigbelly Field Service is dispatched and Bigbelly determines the issue is due to failure of Customer to provide reasonable effort, to Customer error, or to damage as described in Section 5.2 below, Bigbelly reserves the right to bill Customer for incurred expense in accordance with this Agreement. Furthermore, if a replacement part is provided and Bigbelly determines that the original part failed due to misuse or abuse, Customer is responsible for replacement cost per Section 5.2 below.

(F) Cleaning & Inspection – Up to five (5) cleaning and inspection visits from Bigbelly are included during the Term of this Agreement. One cleaning and inspection visit per every 12-month period shall be made available upon request at no cost to Customer. Customer will use best efforts to maintain general cleanliness of Equipment throughout the contract Term. If, after applying best effort to maintain Equipment cleanliness, Customer finds equipment needs an additional cleaning and inspection visit, Customer may contact Bigbelly Customer Support to request a cleaning and inspection visit. Additional cleaning and inspection visits that are not included in the terms of this Agreement will be at Customer's expense.

(G) Insurance. This Section 4.2(G) shall not be applicable if Customer has provided evidence of self-insurance acceptable to Bigbelly and maintains such self-insurance in full force and effect. During the Term of this Agreement, Customer will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost thereof, with deductible not to exceed $15,000.00 and without co-insurance. Customer will also maintain for the Term of this Agreement, commercial general liability insurance covering both bodily injury and property damage of at least $1,000,000 per occurrence/$2,000,000 annual aggregate. Bigbelly and its assigns will be named as loss payee on the Property insurance and additional insured on General Liability insurance. Customer will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to Bigbelly. If Customer does not provide such insurance, it agrees that Bigbelly has the right, but not the obligation, to obtain insurance against theft and physical damage and add an insurance fee to the amount due from Customer, upon which Bigbelly may make a profit.

(H) Equipment Relocation. Within five (5) business days following relocation of any Equipment, Customer shall notify Bigbelly in writing of the specific location of such Equipment.

5.0 Equipment Rental Terms and Conditions

5.1 Title To and Use of Equipment

(A) Title. As further set forth in Section 6.4 below, Bigbelly is and will at all times be the sole owner of the Equipment. Customer shall not acquire any title or interest, legal or equitable, in the Equipment, other than the use rights set forth in this Agreement. In the event this Agreement is deemed to be disguised sale, Customer hereby grants to Bigbelly a security interest in the Equipment (and all accessions thereto and substitutions therefore) and the proceeds thereof.

(B) Use of Equipment. Customer shall not use the Equipment for other than intended purposes. Customer shall ensure safe operation of the Equipment by trained personnel. Customer shall comply with all Bigbelly and governmental guidelines, laws, rules, regulations and ordinances applicable to the use and operation of the Equipment, which rules shall be provided to and accessible to Customer.

(C) No Pledge. Customer shall not pledge, lend, create a security interest in or permit any lien to attach to the Equipment or any part thereof or attempt in any other manner to dispose the Equipment.

(D) No Attachments. Customer represents and warrants that the Equipment is, and shall at all times remain, fully removable personal property notwithstanding any affixation or attachment to real property or improvements. Customer shall give Bigbelly immediate notice of any such attachment or other judicial process affecting the Equipment and shall immediately take all action necessary to remove such attachment and terminate the effect of such judicial process on the Equipment.

(E) Equipment Inspection Rights. Bigbelly and its agents shall have the right to enter any premises where Equipment is located to inspect such Equipment at any time with reasonable advance written notice to Customer.

5.2 Risk of Loss. From the time of delivery of Equipment by Bigbelly to Customer until the Equipment is removed by Bigbelly, Customer will bear the entire risk of whole or partial loss, theft, destruction or damage to the Equipment resulting from any causes other than Bigbelly's or its employees' or contractors' agents' actions or omissions with respect to the Equipment or defects, flaws or malfunctions in the Equipment, or requisition of the Equipment by any governmental entity, or expropriation or the taking of the Equipment by eminent domain or otherwise (collectively, "Loss"). Customer will give Bigbelly written notice within 10 days of any Loss ("Loss Notice"). If any Equipment is damaged but can be economically repaired, Customer will immediately have the Equipment restored to good working order and condition by Bigbelly at Customer's expense and Customer agrees to immediately pay, on demand, all costs and expenses incurred in connection therewith. Upon the occurrence of any other kind of Loss or if the Equipment is not economically repairable, Customer will, upon Bigbelly's demand, pay Bigbelly the replacement cost of the Equipment as solely determined by Bigbelly.

6.0 General Terms and Conditions

6.1 Taxes and Other Charges. Customer is responsible for all applicable taxes (including sales, use and personal property tax), fees, and assessments (collectively, "Taxes") that may be imposed by any governmental entity or taxing authority within Washington state, in connection with this Agreement or the Equipment or any amount due hereunder. Customer will reimburse Bigbelly (or pay directly to the applicable taxing authority if instructed in writing by Bigbelly) for all such Taxes except to the extent Customer is tax-exempt and has delivered to Bigbelly a valid and current tax exemption certificate as reasonably determined by Bigbelly.

6.2 Service. Customer agrees that during the Term of the Agreement, it shall keep in effect the Service as defined in the Agreement. Unless otherwise agreed in a written amendment to this Agreement, Bigbelly or its subcontractors shall be the sole and exclusive suppliers of the Service.

6.3 Additions and Modifications of Equipment. Unless otherwise expressly agreed by an officer of Bigbelly in writing, Customer shall not make any additions, alterations or modifications to the Equipment. Customer shall not remove, cover or damage any Bigbelly logos or other identification markings on the Equipment.

6.4 Ownership Rights. The Equipment and Software contain intellectual property including but not limited to patented and unpatented inventions, trade secrets, know-how, and copyrights all of which is

owned and will continue to be owned exclusively by Bigbelly and/or its licensors and Customer will obtain no rights thereto other than the limited rights of use under this Agreement. Customer acknowledges and agrees that all technology, materials, hardware, software, content and data of which the Equipment and Software is comprised or which is otherwise contained within or attached to, generated, collected or processed by the Equipment and/or Software is the sole and exclusive property of Bigbelly. Bigbelly hereby grants Customer a royalty-free, non-exclusive, fully paid up right and license to use the Equipment, the Software, and any intellectual property rights therein as necessary for Customer and its contractors to use the Equipment and Bigbelly Service consistent with the terms and conditions of the Agreement and these Terms and Conditions. Bigbelly reserves the right, at its sole cost and expense and subject to applicable governmental guidelines, laws, rules, regulations and ordinances, at any time upon notice to Customer, to enhance or otherwise modify the Equipment and/or Software made available to Customer under this Agreement, including but not limited to enhancements or modifications for the purpose of implementing Wi-Fi network capability to the Equipment, instituting mechanisms for data collection, processing and analysis. Bigbelly retains all media rights associated with signage, and Customer agrees not to post signage and/or advertisements on the Equipment without written approval by Bigbelly. For avoidance of doubt, this does not prohibit customer from displaying messages solely on behalf of customer such as public service messages.

6.5 Termination

(A) Effect of Termination. Except as provided for in Sections 6.6 and 6.15 below, any termination of the Agreement by Customer, with or without cause, shall not relieve Customer of its obligations to make any and all payments due under this Agreement.

(B) Post Termination Duties / Surrender of Equipment. Upon the expiration or earlier termination or cancellation of the Agreement, Bigbelly shall remove the Equipment as described in Section 4.1 (H) above.

6.6 Default; Dispute Settlement; Governing Law

(A) Definition of Default. The term "Default" means any of the following events: (i) Customer fails to make any payment required under this Agreement within ten days after the same shall have become due; (ii) Customer or Bigbelly fails to perform any other obligation under this Agreement and such non-performance is not cured within thirty (30) days following notice or Customer fails to provide insurance as required under this Agreement; (iii) Customer defaults under any other Agreement with Bigbelly (iv) Customer or Bigbelly becomes insolvent or makes an assignment for the benefit of its creditors; (v) a receiver, trustee, conservator or liquidator of Customer or Bigbelly of all or a substantial part of such party's assets is appointed with or without the application or consent of such party; (vi) a petition is filed by or against Customer or Bigbelly under any bankruptcy, insolvency or similar law; (vii) any warranty or representation made by either party herein proves to have been false or misleading when made; or, (viii) there is a material adverse change in Customer's financial condition.

(B) Default by Customer. Upon the occurrence of a Default by Customer, Bigbelly may do one or more of the following as Bigbelly in its sole discretion shall elect: (i) initiate Dispute Settlement procedures pursuant to subsection (D) herein to enforce performance by Customer of the Agreement or to recover damages for the breach thereof; (ii) cause Customer, at its expense, to promptly return the Equipment to Bigbelly at such place as Bigbelly designates in writing; (iii) by notice in writing to Customer, cancel or terminate the Agreement, without prejudice to any other remedies hereunder; (iv) enter upon, or instruct its agents or assigns to enter upon, the premises of Customer or other premises where any Equipment may be located and take possession of and remove all or any portion of such Equipment without liability to Customer by reason of such entry or taking possession; (v) require Customer to pay to Bigbelly immediately upon demand, in addition to all amounts then due under this Agreement, liquidated damages in the amount of the greater of (A) eighty percent (80%) of the remaining Service fees to become due during the Initial Term or (B) one year of Service fees, which amount, owing to the acknowledged difficulty in establishing a value for the unexpired Initial Term, the parties agree represents an agreed upon reasonable measure of damages and is not to be deemed a forfeiture or penalty; (vi) charge Customer interest on all monies due Bigbelly at the

rate of twelve percent (12%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; (vii) collect from Customer all expenses incurred by Bigbelly in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment and reasonable attorneys' fees; and (viii) exercise any other right or remedy available to Bigbelly under applicable law.

(C) Default by Bigbelly. Upon the occurrence of a Bigbelly Default, Customer may do one or more of the following as Customer in its sole discretion shall elect; (i) initiate Dispute Settlement procedures pursuant to subsection (D) herein to enforce performance of the Agreement or recover damages for the breach thereof; (ii) cause Bigbelly, at its expense, to promptly collect the Equipment; (iii) by notice in writing to Bigbelly, cancel or terminate the Agreement, without prejudice to any other remedies hereunder; (iv) collect from Bigbelly all expenses incurred by Customer in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment and reasonable attorneys' fees; and (v) exercise any other right or remedy available to Customer under applicable law.

(D) Dispute Settlement. In the event of any dispute arising due to a Default or with respect to the terms of the Agreement or obligations of the parties, the parties agree to discuss the dispute in an attempt to amicably resolve such dispute within 30 days of the date of a written notice of such dispute by one party to the other. Failing any such resolution, either party will be free to seek remedy through a court of competent jurisdiction.

(E) Continuation of Obligations. The occurrence of a dispute under or relating to the Agreement shall not relieve Bigbelly of, or change in any way, Bigbelly's obligation to provide the Service in accordance with the terms of the Agreement nor shall the occurrence of a dispute under or relating to the Agreement relieve Customer of its obligations to make any and all payments described in the Agreement, including the Attachments.

(F) Governing Law. The Agreement including the Attachments shall be interpreted under the laws of the courts of the State of Washington, without regard to principles of conflicts of law or the United Nations Convention on the International Sale of Goods. Each party consents to the personal jurisdiction of federal and state courts located in Spokane, Washington. Customer agrees that service of process in any action or proceeding may be duly affected upon Customer in accordance with applicable rules of civil procedure. EXCEPT AS PROHIBITED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED IN ANY WAY TO THIS AGREEMENT OR THE EQUIPMENT.

6.7 Assignment. Customer may not assign this Agreement or any rights hereunder, or sublease or lend any Equipment without the prior written consent of Bigbelly. No assignment or sublease shall relieve Customer of its obligations hereunder and Customer shall remain primarily liable for such obligations. Any sale, assignment, transfer, encumbrance, delegation, or sublease by Customer not consented to by Bigbelly shall be void ab initio. Bigbelly may at any time assign to any person (an "Assignee") any interest in this Agreement in part or in whole or grant security interests in the Equipment and/or the Bigbelly's rights hereunder. In such event, all the provisions of this Agreement for the benefit of Bigbelly shall inure to the benefit of and be exercised by or on behalf of such Assignee, but the Assignee shall not be liable for or be required to perform any of Bigbelly's obligations to Customer and Bigbelly shall retain such obligations. Customer acknowledges that any such assignment shall not materially change Customer's duties or obligations hereunder. Subject to the foregoing, the Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties hereto.

6.8 Relationship of Parties. Bigbelly and Customer are each independent entities and the relationship between Bigbelly and Customer under the Agreement is not a joint venture, partnership, principal-agent, broker, sales representative or franchise relationship. Bigbelly has no authority to make any promise, commitment or agreement on Customer's behalf, and Bigbelly will not represent to anyone that it does have such authority.

6.9 Notices. Each notice provided for in the Agreement shall be given in writing and become effective when:

(A) served by personal delivery to the recipient's Legal Department or Contract Administrator;

Customer:	City of Spokane	BIG BELLY SOLAR, INC.:
Name:	Scott Windsor	Jeff Wakely
Title:	Director	CFO
Address:	Solid Waste Collection Dept N. 915 Nelson Spokane, WA 99202	150 A Street, Suite 103 Needham, MA 02494

With a copy to:

City Attorney's Office
City of Spokane
808 W. Spokane Falls Blvd
Spokane, WA 99201

(B) deposited, postage prepaid in the United States registered or certified mails addressed to the recipient's Legal Department or Contract Administrator;

(C) dispatched to the recipient's Legal Department or Contract Administrator via overnight mail using UPS, Federal Express or similar carrier; or,

(D) sent to recipient's Legal Department or Contract Administrator: via facsimile or other electronic means if delivery does not require a signature or other confirmation of delivery.

6.10 Force Majeure. Any delay or failure of either party to perform its obligations (other than payment obligations) shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the nonperforming party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage. Raw material or labor shortages are not force majeure events. Each party shall promptly notify the other of the reason for the delay and use its best efforts in curing such cause and shall take all action practicable to minimize the adverse impact of the delay on the other party.

6.11 No Warranties. Customer hereby acknowledges that it has not entered into the Agreement including the Attachments in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth therein.

6.12 Use of Trade Names and Trademarks. Neither party may use the trade name, service mark, logo or trademark of the other party for any purpose without previous permission in writing from the other party.

6.13 Damages. Unless otherwise provided in the Agreement, in no event shall either party, or its affiliates, shareholders, officers, directors, employees, agents, or representatives, or assigns be liable for lost revenue, lost profits, incidental, indirect or consequential damages, resulting from any aspect of the Service provided in connection with this Agreement. Bigbelly's maximum aggregate liability to Customer in relation to or in connection with the Agreement will be limited to the total amount paid by Customer to Bigbelly under the Agreement.

6.14 Injunctive Relief. If there is a breach or threat of a breach of the terms of the Agreement, the parties agree that compensation alone would not be an adequate remedy for the harm suffered by the non-breaching party, which harm would be immediate and irreparable. Therefore, if there is a breach or threatened breach, then the non-breaching party shall be entitled to seek injunctive relief to stop the breach or threatened breach. The rights and obligations of the parties under this provision survive the termination, cancellation, or expiration of the Agreement.

6.15 Fiscal Funding. This Section 6.15 is effective only if Customer is a governmental entity, agency or authority. Customer hereby represents and warrants to Bigbelly that: (a) Customer is a State, possession of the United States, the District of Columbia, or political subdivision thereof as

defined in Section 103 of the Internal Revenue Code and Treasury Regulations and Rulings related thereto (the "Code"); (b) If Customer is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect; (c) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Bigbelly, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder; (d) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (e) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Equipment is not expected to diminish during the term of the Agreement; (f) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement; and (g) The Customer shall comply at all times with all applicable requirements of the Code. If sufficient funds are not appropriated to make contracted payments under the Agreement ("Payments"), the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Bigbelly. If Customer fails to deliver possession of the Equipment to Bigbelly, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Bigbelly as a result of Customer's failure to deliver possession as required. Customer shall notify Bigbelly in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

6.16 Entire Agreement. The Agreement including the Attachments constitute the entire agreement between the parties regarding its subject matter and supersede all prior agreements, oral and written, negotiations, commitments and writings, and may not be released, discharged, abandoned, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by a duly authorized representative of each party. Any purchase order or other ordering document issued by Customer is for administrative purposes only and does not form part of this Agreement. If there is an inconsistency between or among the documents listed below, then the following order of precedence shall govern:

(a) Public Works Contract – Downtown Sidewalk Waste Receptacle Replacement (Agreement)

(b) Exhibit A – Connect Service Agreement (including Attachments A-E)

(b) Exhibit B

6.17 Amendment; Modification; Waiver. No modification, amendment, waiver or release of any provision of the Agreement or any right, obligation, claim or cause of action arising under the Agreement shall be valid or binding unless in writing and duly executed by both Parties No waiver by either party of any breach, or the failure of either party to enforce any of the terms and conditions of the Agreement, shall affect, limit or waive that party's right to enforce and compel compliance with all terms and conditions of the Agreement or to terminate the Agreement as permitted by its terms. Any provision of this Agreement which for any reason may be held unenforceable in any one jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such unenforceability in any one jurisdiction shall not render such provision unenforceable in any other jurisdiction. This Agreement may be executed in any number of counterparts and by different parties hereto or thereto on separate counterparts, each of which, when so executed and

delivered, shall be an original, but all such counterparts shall together consist of but one and the same instrument.

End of Attachment A.

ATTACHMENT B
ACCOUNTS PAYABLE VENDOR ACH ENROLLMENT FORM

Accounts Payable Vendor ACH Enrollment Form

Company Name _____ ("Company") and the City of Spokane ("City") enter into this ACH Origination "Agreement" on this _____ day of _____ , 20 ___ .
The Company hereby authorizes the City to initiate credit entries to our checking account indicated below and the financial institution named below in order to facilitate deposit of invoice transaction payments on behalf of the Company.
BANK NAME _____

ROUTING/ABA# _____ ACCOUNT # _____

This authorization may be revoked by either the City or the Company without cause provided the City has received written notification from the Company of its termination in such time and in such manner as to afford City and Depository a reasonable opportunity to act on it. The City is not responsible for returned entries due to incorrect account or ABA routing numbers.
The Company agrees that the City may initiate debit entries to its account for corrections and adjustments in the event of erroneous transactions to the Company's account.
PRINTED NAME _____

SIGNED _____ DATE _____

PLEASE ATTACH COPY OF VOIDED CHECK IF POSSIBLE

IT IS IMPORTANT THAT YOU PROVIDE AN E-MAIL ADDRESS SO THAT NOTIFICATION CAN BE SENT TO YOU REGARDING PAYMENTS BEING MADE TO YOUR ACCOUNT

Company ACH contact Telephone number _____

Company ACH confirmation email addresses _____
(Confirmations may be sent to multiple people)
_____

This section for City of Spokane use only

ACH Record Setup _____ Date _____ Employee _____

Please return the completed form to the email address, FAX or business address above.

ATTACHMENT C

REPLACEMENT COST SCHEDULE

QTY	ITEM	EXTENDED PRICE (USD$)
1	HC5 SGL w/ Ash Tray, Stub Out Plates and Foot Pedal	$4,433.00
1	HC5/SC5.5 DBL w/ Ash Tray, Stub Out Plates and Foot Pedal	$6,112.00

All pricing in this Attachment C is provided as an estimate only and is subject to change at the time the order is placed based on current list pricing in effect. Shipping costs and applicable taxes are not included in the above stated pricing and will be calculated at the time of order.

ATTACHMENT D
SPARE PARTS PRICING SCHEDULE

Item	Description	Direct (USD$)
KITBB50032	Hopper Assembly: Trash	$ 225.00
KITBB50036	Hopper Handle Replacement Kit (Size T45 Screws)	$ 59.95
KITBB50043	Solar Bubble	$ 135.00
KITBB50054	Front Door Kit (BB)	$ 395.00
KITBB50058	Rear Skin Trash	$ 145.00
KITBB50062	Replacement BB5 Front Door Lock	$ 49.95
KITBB50066	Side Skin	$ 145.00

All pricing in this Attachment D is provided as an estimate only and is subject to change at the time the order is placed based on current list pricing in effect. Shipping costs and applicable taxes are not included in the above stated pricing and will be calculated at the time of order.

ATTACHMENT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/10/2018
		Clerk's File #	OPR 2018-0029
		Renews #	
Submitting Dept	NEIGHBORHOOD SERVICES & CODE	Cross Ref #	
Contact Name/Phone	HEATHER 625-6854	Project #	
Contact E-Mail	HTRAUTMAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0460 MOBILE PAY BY PHONE CONTRACT WITH PASSPORT		

Agenda Wording

Low Bid: Passport Lab, Inc. for providing mobile pay by phone services for $24,200 and e-permit system for $10,200 (inc. tax) and estimated $300,000 revenue.

Summary (Background)

RFP #4317-17 Passport Lab, Inc. lowest bidder. Passport is the current interim vendor for mobile pay by phone for on-street parking RFP #4317-17 issued with 8 proposals received by the City of Spokane. Passport contract includes an e-permit paperless permit program for on-street parking that operates in conjunction with the mobile pay by phone system for an additional costs. Allows residential permit to be issued paperless and add employee/employer paid parking as a e-permit.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Revenue	$ 300,000.00	# 1460-21200-99999-34471-30214
Expense	$ 34,400.00	# 1460-21200-21710-54201
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TRAUTMAN, HEATHER	**Study Session**	
Division Director	TRAUTMAN, HEATHER	**Other**	Urban Experience 1/8/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT		
For the Mayor	DUNIVANT, TIMOTHY		
Additional Approvals			
Purchasing			

City Clerk's No. _____

City of Spokane

CONTRACT

Title: **MOBILE PAY BY PHONE PARKING SERVICES AND E-PERMIT SYSTEM**

THIS CONTRACT, including all exhibits hereto, is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **PASSPORT LABS, INC.**, whose address is 128 South Tryon Street, Suite 2200, Charlotte, North Carolina, 28202, as ("Company"). Individually hereafter referenced as a "party", and together as the "parties".

Whereas, the City currently uses a mixture of payment options for City-owned parking meters, and

Whereas, Company is providing services and software necessary for mobile payment at some of the City's parking meters, and

Whereas, the City wishes to greatly expand the reach of Company's services to include substantially all of the City's parking meters, and

Whereas, use of mobile payment will allow for faster, safer, and more efficient collection of payments made at City parking meters, and

Whereas, Company also provides a method for third-party payment of parking fees and for payment for and tracking of monthly parking permits, all at a savings to the City, and

Whereas, the City anticipates that this service will realize for the City revenues in excess of $300,000 per year that will be delivered electronically to the City's third party banking service,

Now, therefore,

The parties agree as follows:

1. PERFORMANCE. The Company shall provide **ALL SERVICES AND LICENSE ALL SOFTWARE NECESSARY FOR THE MOBILE PAYMENT FOR PARKING PROGRAM ("MPP") AND DIGITAL PERMIT PLATFORM ("DPP")**, in accordance with the Company's quote. In the event of a conflict between the Company's Software License and Service Agreement, ("Service Agreement"), attached hereto as Exhibit A, and this Contract, the terms of this contract will control.

2. CONTRACT TERM. The Contract shall begin January 22, 2018, and run through January 22, 2020, unless terminated sooner. This Contract may be renewed on an annual basis by written agreement of the parties not to exceed three (3) additional one year renewals.

3. COMPENSATION. The City shall pay the Company the Ancillary Fess for MPP as stated in their Service Agreement as well as $0.10 per MPP transaction. Fees for MPP are estimated

at **TWENTY FOUR THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($24,200.00)**, including tax, for everything furnished and done under this Contract per year. For DPP, the City shall pay Company $850.00 per month for up to 1,000 active permits per month, and $1.00 each month for each active permit in excess of 1,000 active permits per month. Fees estimated for DPP are **TEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($10,200.00)** per year.

4. PAYMENT. The Company shall send its application for payment to the Office Neighborhood Services and Code Enforcement Department, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided by state law.

5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

6. ASSIGNMENTS. This Contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent, provided, however, that Passport may, without such written consent, assign this agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction.

7. AMENDMENTS. This Contract may be amended at any time by mutual written agreement signed by authorized representatives of both parties.

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

9. TERMINATION. Either party may terminate this Contract for material breach by thirty (30) days' written notice to the other party, provided, however, that the breaching party may cure such material breach within such thirty (30) day period, in which case the Contract shall not terminate. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;

   i. Acceptable supplementary Umbrella insurance coverage, combined with the Company's General Liability insurance policy must be a *minimum* of $1,000,000, in order to meet the insurance coverages required under this Contract;

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

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

11. INDEMNIFICATION. The Company shall defend, indemnify and hold harmless the City, its officers and employees, from and against all third-party claims for damages, liability, cost and expense arising out of the negligent conduct of the Company, its officers, employees and subcontractors in connection with the performance of the Contract, except to the extent of those claims arising from the negligence of the City, its officers and employees or of any other third party.

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

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

14. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that the Company shall perform the best general practice.

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

16. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company 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 Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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

18. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary in this Agreement or any bid documents, the parties agree that public records as defined in RCW Ch. 42.56 are subject to viewing and copying upon request unless there is some statutory exemption from disclosure under the state Public Records Act. No promise of confidentiality can override the City's obligations under the Public Records Act. Accordingly, in the event of receipt of a public records request for a document which was received or created by the City under this Agreement, the City may allow the requester to view and/or copy the requested record unless it is apparent that there is a statutory exemption that the City may assert or that may be asserted by the Company. In the event that City gets a valid public records request for Company's materials or information, and it appears that Company may have a valid claim that some or all of the record should be exempted, City will give Company notice and Company will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Company does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

PASSPORT LABS, INC.	CITY OF SPOKANE
By_____	By _____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Company's Software License and Service Agreement
Exhibit B – Supported Payment Gateways
Exhibit C - Certificate Regarding Debarment
Exhibit D – Digital Permitting Platform Scope

EXHIBIT A
Software License and Service Agreement

This Software License and Service Agreement (the "Agreement") is entered into as of the Effective Date set forth below by and between Passport Labs, Inc. ("Passport) and the party named below ("Provider"). This Agreement includes and incorporates the terms and conditions found in this document and the terms and conditions found in all other Exhibits hereto, which represent the full and complete understanding and agreement of Passport and Provider with respect to the subject matter hereof. In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

I. GENERAL TERMS

Provider Legal Name: City of Spokane, WA	**Contact:** Heather Trautman
Email: htrautman@spokanecity.org	**Phone:** 509-625-6854
Provider Contact Address 808 W. Spokane Falls Blvd. Spokane, WA 99201	**Provider Billing Contact Address** 808 W. Spokane Falls Blvd. Spokane, WA 99201
Services: Passport will provide services (the "Services") and license all software, including all web and mobile applications and related documentation, (the "Software") necessary for Provider to operate (a) a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Provider (the "Premises") the ability to pay for parking using a smartphone application or mobile web application, and (b) a digital permits platform ("DPP").	
Governing State Law	Washington

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II. MOBILE PAYMENT FOR PARKING TERMS

Equipment Provided by Passport:	Initial Signs N/A	Initial Decals N/A
Installation: Provider will be solely responsible for installing all signs and decals in the Premises. This obligation includes the responsibility to provide all hardware necessary to affix and display signs and decals, including without limitation, all hooks, poles, posts, brackets, screws, bolts, and nuts		
Ancillary Fees: a) Zone setup fees of three dollars ($3.00) per space - WAIVED b) Initial Signs and Stickers – WAIVED (unit prices of twenty dollars ($20.00) per sign and three dollars ($3.00) per decal will apply to additional or replacement orders) c) Provider will pay a ten dollar ($10.00) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport d) Provider will pay a one dollar ($1.00) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport e) Passport will provide a design file to allow Provider to print replacement signs and decals f) Provider will reimburse Passport for any and all reasonable travel, lodging, and food expenses incurred by Passport employees while traveling at Provider's request.		

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III. FEES

Per Transaction MPP Service and License Fee*		$0.10
Maximum Convenience Fee Passed through to Parking Customers		$0.10
Monthly Minimum Fees		N/A
Merchant Processing Costs: Provider will be responsible for paying all merchant processing costs, including, without limitation, settlement fees, payment gateway fees, chargeback fees, and interchange reimbursement fees.		
Merchant of Record for Transactions:	Passport	X Provider
Passport Merchant Processing Rate Per Transaction:		N/A
Payment Gateway Provider:	Passport	X Other
Passport Gateway Fee Per Transaction:	N/A	

*An MPP "transaction" is a single session lasting less than twenty-four (24) hours in duration.

(continued on following page)

Terms and Conditions

1. Services

Passport shall perform the services in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport's employees performing the services will be fully qualified, licensed as required, and skilled to perform the services. Passport warrants that it has the power to enter into and perform this Agreement and that it will at all times during the term of this Agreement be, duly organized, validly existing and in good standing under the laws of the state of Delaware.

2. Compliance with Laws and Codes

In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, county, and municipal laws, statutes, rules, regulations and ordinances. If requested by Provider while performing services at Provider's place of business, Passport will comply with Provider's dress and conduct codes and security protocols.

3. PCI Certification

For the duration of the term of this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification.

4. Product Updates

Any system-wide improvements or modifications made by Passport to the Software will, when available, be provided to Provider at no charge to Provider and will automatically be subject to the terms of this Agreement.

Provider may request new features or functionality to be built into the system, and, to the extent that Passport plans to incorporate such requested new features or functionality into the Software, Passport will develop such features and functionality at no cost to the Provider pursuant to Passport's development timeline. If the Provider desires to expedite such development, Passport may, in its sole discretion, charge Provider an expedite fee of two hundred dollars ($200.00) per development hour necessary to develop the requested features or functionality, provided, however, that Passport shall first notify Provider and receive written approval from Provider to proceed. If the Provider's requested features or functionality are created for the Provider's use and Passport does not plan to incorporate such requested features into the Software, Passport may, in its sole discretion, charge Provider a custom development fee of two hundred and fifty dollars ($250.00) per hour for the development of such features or functionality, provided, however, that Passport shall first notify Provider and receive written approval from Provider to proceed.

In addition to or in lieu of the fees set forth in this section, the parties may establish a monthly software license or maintenance fee that will be mutually agreed between the parties in a separate written addendum to this Agreement.

5. Changes

Any changes to the scope of services provided under this Agreement shall be set forth in a written change order or amendment signed by both parties setting forth the scope of the change(s) and any applicable fees.

6. Additional Passport Services

Passport provides all of the following software platforms as part of its overall technology portfolio: mobile payments for parking, citation management, digital permits, and mobile payments for transit. Provider may request the addition of any of these platforms to the extent not provided by Passport to Provider as of the Effective Date, and any additional platforms developed by Passport from and after the Effective Date, which shall be memorialized in an addendum to this Agreement including the fees applicable to such platform(s) and any additional applicable service or legal terms.

7. Scheduled Maintenance

If Passport plans to perform any scheduled maintenance during business hours, Passport will provide notice to Provider at least twenty-four (24) hours in advance of the commencement of such scheduled maintenance. For the purpose of this section, "business hours" means Monday through Friday between 9 am 5 pm EDT. In the event that Passport determines that unscheduled maintenance is necessary, Passport will give Provider as much advance notice as is reasonably practicable, unless such unscheduled maintenance is necessitated by emergency circumstances for which it would be unfeasible or impossible to notify Provider in advance.

8. System Uptime; Billing Credits

Passport will provide the Software with uptime of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which system uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if during a given month the software uptime falls to ninety-five percent (95.0%) and if during that month the fees payable to Passport were one hundred dollars ($100.00), Passport will issue a billing credit of four dollars ($4.00). For the purposes of this agreement, uptime is defined as any period of time during which end users of the Software can use the Software.

9. Service Levels

Subject to the uptime guarantee set forth in Section 8, Passport's sole and exclusive obligation in the event of an error or interruption of the Software is to use its best efforts to restore or repair the Software as quickly as practicable.

10. Technical Support

Provider will field all support calls and emails from end users. Passport will provide second tier technical support to end users where Provider's support representative is unable to provide a satisfactory resolution to an end user support inquiry and escalated technical support from Passport is required to resolve such inquiry. In this capacity as Provider's escalated technical

support resource, Passport will provide live telephone support Monday through Friday from 9am-5pm EDT. Passport will also provide email support. All email support inquiries will be answered within two (2) hours during business hours and within twenty-four (24) hours during non-business hours. These hours apply on all Passport holidays.

11. Data Rights

This Section shall govern the rights of Passport and Provider, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Provider the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at https://passportinc.com/privacy-policy/.

A. Operational data is data specific to the Provider's operation that is provided by Provider to Passport to be used in the providing of services. Operational data is specific to the Provider's operation, which is not available to Passport publicly or by other means. Operational data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, relevant details of partner agreements. In each case, Operational data may refer to past, present, or future states of such items.

Operational data is the sole and exclusive property of the Provider. The Provider grants Passport a perpetual, irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Operational data, provided that, Passport may assign or transfer such license to a successor in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction.

B. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data.

Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. Passport must secure such data in accordance with PCI-DSS. As such, Passport may not grant Provider derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Provider.

C. Personal identifiable information ("PII") is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number or other identifying number or code, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals. Information permitting the physical or online contacting of a specific individual (e.g., IP address) is also personally identifiable information.
End users of Passport's Software own PII and license it to Passport pursuant to Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion. Passport may sublicense PII to the Provider under certain conditions (including but not limited to the

Provider's compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.

D. Activity data is any data generated in the providing of services under this agreement by Passport to Provider and by end users' interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity data is also Activity data.

Activity data is the sole and exclusive property of Passport. Passport grants the Provider an irrevocable, royalty-free, non-exclusive, non-assignable, and non-transferrable license to Activity data for the duration of the term of this Agreement and only to the extent and in the format that Passport chooses in its sole discretion to expose such data through its administrative portal or as otherwise agreed upon with the Provider and only for the Provider's internal use in connection with the services provided under this agreement.

Subject to the preceding requirements, and upon Provider's written request within 60 days of termination of the contract, Passport shall provide Provider a one-time extract of Activity Data following termination of the contract. Provider shall employ security measures at least as protective as those employed by Passport to safeguard such Activity Data. Passport shall have no liability, and Provider shall hold Passport harmless, for any data breach or other exposure or disclosure of Activity Data due to Provider's failure to adequately protect such data.

12. Privacy Policy; Terms of Use

End users' use of the Services shall at all times be governed by (a) Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, which can be viewed at https://passportinc.com/privacy-policy/, and (b) Passport's Terms and Conditions, as they may be amended from time to time in Passport's sole discretion, which can be viewed at https://passportinc.com/terms-and-conditions/.

13. Intellectual Property

A. Passport grants Provider a revocable, non-exclusive, non-assignable, non-transferrable, and non-subleaseable right and license to use and access the Software only for its internal business purposes for the duration of the Term. All intellectual property rights including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, not explicitly granted to Provider in this agreement are reserved to Passport.

B. Provider will not, directly, indirectly, alone, or with another party, (I) copy, disassemble, reverse engineer, or decompile the software or any subpart thereof; (ii) modify, create derivative works based upon, or translate the software or source code; (iii) transfer or otherwise grant any rights in the software or source code in any form to any other party; (iv) attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

14. Publicity; Use of Names and Marks

Subject to the provisions of Section 19 (Confidentiality) below, the parties will have the right to publicly disclose that Passport is Provider's provider of the Software as set forth herein by means

of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity.

Passport may use the name or marks of Provider, or reference the fact that Provider is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

15. Payment Gateway

Provider must supply a payment gateway for the payment of all fees by end users. Passport can provide payment gateway services and Exhibit B contains a list of other payment gateways supported by Passport. For any unsupported payment gateway selected by Provider, Passport will charge a two hundred and fifty dollar ($250.00) per development hour necessary to perform necessary integrations. Provider will bear all costs associated with payment gateway services, including all per transaction costs. Provider may elect to use Passport's payment gateway at any time (which shall be reflected in a written amendment to this Agreement) at the rate of $0.05 per transaction.

16. Payment Terms

If Passport is the Merchant of Record ("MOR"), Passport will remit the funds to Provider from the preceding month within fifteen (15) days of the conclusion of the month after netting out Passport's fees and merchant processing fees.

If Provider is the MOR, Passport will send monthly invoices to Provider for all fees payable to Passport that accrued during the preceding month. If Provider fails to remit payment according to such invoices within thirty (30) days after the date on the invoice, Passport will have the right to suspend Provider's access to the software and/or assess interest at the rate of 18% per annum on the delinquent balance, or the maximum rate permitted by state law, if lower, until such delinquent balance is paid.

17. Refunds

Passport agrees to forgo or return, as applicable, its per transaction fees for any refund granted by Provider. Provider will be responsible for reimbursing Passport for all merchant processing fees, including without limitation payment gateway fees, settlement fees, and interchange reimbursement fees, if any, incurred by Passport for all transactions, including refunded transactions.

18. Capacity

Provider represents and warrants that it has obtained or will obtain all applicable governmental approvals, authorizations, or licenses necessary to enter into this Agreement. Provider further represents and warrants its signatory is duly authorized to bind Provider to the terms herein.

19. Confidentiality

A. Provider and Passport agree to treat this Agreement and all information furnished, or to be furnished, by or on behalf of the other party and information analyses, summaries and other work product derived from such information (collectively, the "Confidential Information") in accordance with the provisions of this section and to take, or abstain from taking, all actions set

forth herein. Each party, as a receiving party, will do the following things with regard to the Confidential Information of the other party:

i. Prevent the disclosure of the Confidential Information by the receiving party and each of the receiving party's employees, agents, and/or professionals to any third party other than as permitted under this Agreement;
ii. Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of, the goods, services, and/or software provided for in this Agreement (the "Purpose");
iii. Disclose the Confidential Information only to such of the receiving party's employees, agents, and professionals as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising the disclosing party with regard to, the Purpose;
iv. Cause each employee, agent, or professional to whom the receiving party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement; and
v. Return or destroy all written or other tangible copies of Confidential Information in the receiving party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing party's request.

B. Nothing in this Agreement will prevent the receiving party from disclosing or using Confidential Information to the extent that:

i. It is or becomes readily ascertainable by proper means by the public without any breach of a confidentiality obligation of the receiving party;
ii. It is received from a third party that is not under an obligation of confidentiality of which the receiving party knew or had reason to know;
iii. It was independently developed by the receiving party without use of the Confidential Information; or
iv. It is required by law to be disclosed, provided that the receiving party provides to the disclosing party as much notice as is practicable under the circumstances of such requirement prior to disclosure and provides to the disclosing party, at the disclosing party's expense, such reasonable assistance as the disclosing party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures.

For the avoidance of doubt, none of the requirements of this Section shall prohibit Provider from disclosing Confidential Information to the extent that such information is required to be disclosed pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Provider.

20. Wallet Services

Provider may elect to provide parking customers with a virtual wallet (a "wallet program"). With a wallet program, parking customers would be required to prepay funds into a wallet account for the payment of future parking fees and/or transit ticket fares. Provider and Passport shall agree in advance on the minimum amount required to fund the wallet.

21. Marketing and Design Services

At Provider's request, Passport may provide marketing and design services to Provider as value-added services to Provider in connection with the services provided under this Agreement. Provider should contact its Passport sales associate for additional details pertaining to these services. Any services selected and any applicable fees and terms will be memorialized in a written addendum to this Agreement and shall be incorporated herein by reference.

22. Cooperative Purchasing

Provider will allow any public agency located in the United States to purchase, and Passport to offer to such public agency or agencies, the Software at the same price and under the same conditions agreed upon in this Agreement without any competitive bidding on the part of such public agency or agencies, to the extent permitted by law. Each such public agency will execute its own contract directly with Passport and Provider shall not incur any responsibility—financial or otherwise—in connection therewith.

23. Force Majeure

Neither Passport nor Provider will be held liable for any delay or omission in performance of their duties under this Agreement resulting from causes beyond their reasonable control, including, for the sake of illustration and not limitation, delays or omissions attributable to third-party vendors, suppliers, or integration partners, labor strikes, acts of god, acts of the public enemy, fires, natural disasters, wars, or riots.

24. Disclaimer of Warranties

The Software is provided to Provider by Passport "as is" and with all faults. Provider acknowledges and agrees that Passport bears no liability for any error, omission, defect, deficiency, or nonconformity within the Software except as expressly provided in this Agreement. Other than as specifically set forth herein, Passport does not make any representations, warranties, or guarantees, express or implied, directly or indirectly, including, without limitation, any warranty of condition, merchantability, or fitness for a particular purpose or use, with respect to, arising out of, or in connection with the Software and related services to be performed pursuant to this Agreement.

25. Severability

If any provision of the agreement is found to violate applicable law, the violating provision will be ineffective only to the extent that it violates the law, without invalidating the remainder of the section containing the violating provision or any other provisions or sections of this Agreement. Any court or arbitrator adjudicating the matter of the invalidity of a provision shall, to the extent permitted by law, reform any such illegal or unenforceable provision such as to give it the maximum effect.

26. Assignment

This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Provider may assign any rights, interests, or obligations hereunder without prior written consent of the other party, provided, however, that Passport may, without such written consent, assign this agreement

and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

27. Contractual Silence

To the extent this Agreement fails to address a condition, obligation, benefit, or other term necessary to sufficiently define the relationship between the parties or a disagreement or conflict regarding the interpretation or construction of this Agreement arises, the parties agree to reasonably cooperate to draft a mutually agreeable amendment that clarifies the duties, rights, and obligations of the parties under this Agreement.

28. Amendments

The parties may not amend or modify this agreement except by a written instrument signed by an authorized signatory of each party.

29. Currency

Unless otherwise specified in the Agreement, all fees and other monetary amounts are in U.S. Dollars. If a currency other than the U.S. Dollar is specified, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the payment of remittance is transmitted from Provider to Passport, or vice versa, as the case may be.

30. Cooperate

If either Provider or Passport has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this agreement, the parties agree to cooperate in good faith to achieve a satisfactory resolution of such matter. If after sixty (60) days the dispute remains unresolved, the parties may pursue other remedies available at law or in equity. Notwithstanding the foregoing, either party shall have the right to immediately seek any applicable remedies available at law or in equity for a breach or threatened breach of the confidentiality obligations as set forth in Section 19.

31. Independent Contractor

Passport is an independent contractor and not an agent or employee of Provider. No agency, partnership, franchise, joint venture, or employment relationship exists between Passport and Provider. Passport's employees and agents will not be employees or agents of Provider. Passport shall be fully and solely responsible for the supervision, control, performance, compensation, benefits (including, without limitation, all forms of insurance) withholdings, health and safety of all of its employees and agents. Provider will not be responsible or liable for any withholding taxes or contributions to state worker's compensation, unemployment or other funds or programs.

32. Limitation of Liability

In no event will Passport be liable to Provider for any lost profits, lost savings, or punitive, incidental, indirect, special, or consequential damages arising out of Provider's use or inability to

use the Software or the breach of this agreement, even if Passport has been advised of the possibility of such damages.

33. Notices

All notices, consents, and communications required hereunder shall be given in writing and delivered via electronic mail or mail, shall be deemed to be given upon receipt thereof, and shall be sent to the address below:

If to Passport:

Passport Labs, Inc.
Attn: Khristian Gutierrez
128 S. Tryon St., Suite 2200
Charlotte, NC 28202
Fax: (888) 804-1783
khristian.gutierrez@passportinc.com

With a hard copy to General Counsel and by email to jason.Idilbi@Passportinc.com

If to Provider at the contact information provided on the “General Terms” page.

34. Construction

No rule of law that requires that any part of the Agreement be construed against the party drafting the language will be used in interpreting this Agreement.

35. Waiver

Any failure or delay by Passport to enforce the provisions of this Agreement shall in no way constitute a waiver by Passport of any contractual right hereunder, unless such waiver is in writing and signed by Passport.

36. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous communications, representations or agreements between the parties, whether verbal or written, including any printed terms and conditions which may appear on either Party’s purchase orders, releases, invoices or other forms to the extent such terms are different from or inconsistent with this Agreement.

Exhibit B

Supported Payment Gateways

1. Authorize.net
2. Cash Net
3. Chase Paymentech (Orbital) - US / Canada
4. Converge (Elavon)
5. DataCash - United Kingdom
6. Desjardins - Canada
7. FirstData Rapid Connect
8. FIS Pay
9. Heartland
10. Internet Secure
11. Moneris - US / Canada
12. Point and Pay
13. TD Beanstream/Bambora
14. Vantiv
15. WorldPay (Securenet)

EXHIBIT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

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

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

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

EXHIBIT D
Digital Permitting Platform Scope

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/10/2018
		Clerk's File #	OPR 2018-0032
		Renews #	
Submitting Dept	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT	Cross Ref #	
Contact Name/Phone	HEATHER TRAUTMAN 625-6854	Project #	
Contact E-Mail	HTRAUTMAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 18854
Agenda Item Name	1460 U-DISTRICT PARKING INVENTORY CONTRACT		

Agenda Wording

Low Bid Nelson/Nygaard for the University District Parking Inventory for $82,620.00 (inc. tax).

Summary (Background)

RFP #4383-17: Low bid for University District Parking Inventory. This is the first of a two part analysis for the feasibility of creating a parking district in the University District area. The Parking Inventory will be completed in six months and include: on-street and off-street inventory of parking; special parking zones, multi-model spaces and services, current technology being utilized; and a public participation process. An MOU with UDDA has been signed outlining participation in the stud

Fiscal Impact		Grant related? NO Public Works? NO	Budget Account
Expense	$ 82,620.00		# 1460-21200-21710-54201-99999
Select	$		#
Select	$		#
Select	$		#

Approvals		Council Notifications	
Dept Head	TRAUTMAN, HEATHER	**Study Session**	
Division Director	TRAUTMAN, HEATHER	**Other**	Urban Experience 1/8/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT	htruatman@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	korlob@spokanecity.org	
Additional Approvals		tszambelan@spokanecity.org	
Purchasing			

City Clerk's OPR _____

City of Spokane

CONSULTANT AGREEMENT

Title: **UNIVERSITY DISTRICT PARKING INVENTORY**

This Consultant Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **NELSON\NYGAARD CONSULTING ASSOCIATES, INC.**, whose address is 621 SW Morrison Street, Suite 1250, Portland, OR 97205 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is CREATE UNIVERSITY DISTRICT PARKING INVENTORY; and

WHEREAS, the Consultant was selected through RFP #4383-17 issued by the City dated September 11, 2017.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on January 22, 2018, and ends on January 22, 2019, unless amended by written agreement or terminated earlier under the provisions.

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

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION/PAYMENT.
Total compensation for Consultant's services under this Agreement shall not exceed **EIGHTY TWO THOUSAND SIX HUNDRED TWENTY AND NO/100 DOLLARS ($82,620.00)**, including tax if applicable, unless modified by a written amendment to this Agreement.

The Consultant shall submit its applications for payment to Code Enforcement Department, City of Spokane, 6th Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.
J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

6. TAXES, FEES AND LICENSES.

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

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	**If to the Consultant:**
Code Enforcement Department - City of Spokane 6th Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	NELSON\NYGAARD CONSULTING ASSOCIATES, INC. Attn: Paul Jewel, Managing Director 116 New Montgomery Street, Suite 500 San Francisco, California 94105

9. SOCIAL EQUITY REQUIREMENTS.

A. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with

this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

11. INSURANCE.

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

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000 per accident each employee, $ 1,000,000 disease – each employee, and $1,000,000 disease – policy limit;

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, subject to policy terms, conditions and exclusions. It shall provide

that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

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

There shall be no cancellation of insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" on the Commercial General Liability policy specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

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

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

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

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

sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by Consultants performing the same or similar services at the time said services are performed. Consultant, without additional compensation, shall correct or revise errors or mistakes in drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration for three (3) years following completion of services.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are ***public records***. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions you identified. The Limited Redaction will be released only after you are provided "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you "third party notice", giving ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City

in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

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

C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current 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.

24. EXPANSION FOR NEW WORK.

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

written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the Consultant is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the Consultant to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: RESERVED.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

NELSON\NYGAARD CONSULTING ASSOCIATES, INC.

By Paul Cyrul 1/9/18
Signature Date

Paul A. Jewel
Type or Print Name

Managing Director
Title

602-201-491
Consultant's UBI #

CITY OF SPOKANE

By _____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Attachments: Exhibit A – General Scope of Work
Exhibit B – Debarment Certificate

17-122b

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

Nelson\Nygaard Consulting Associates, Inc. Name of Subrecipient / Contractor / Consultant (Type or Print)	— Program Title (Type or Print)
Paul Jewel Name of Certifying Official (Type or Print)	Paul Jewel Signature
Managing Director Title of Certifying Official (Type or Print)	1/9/18 Date (Type or Print)

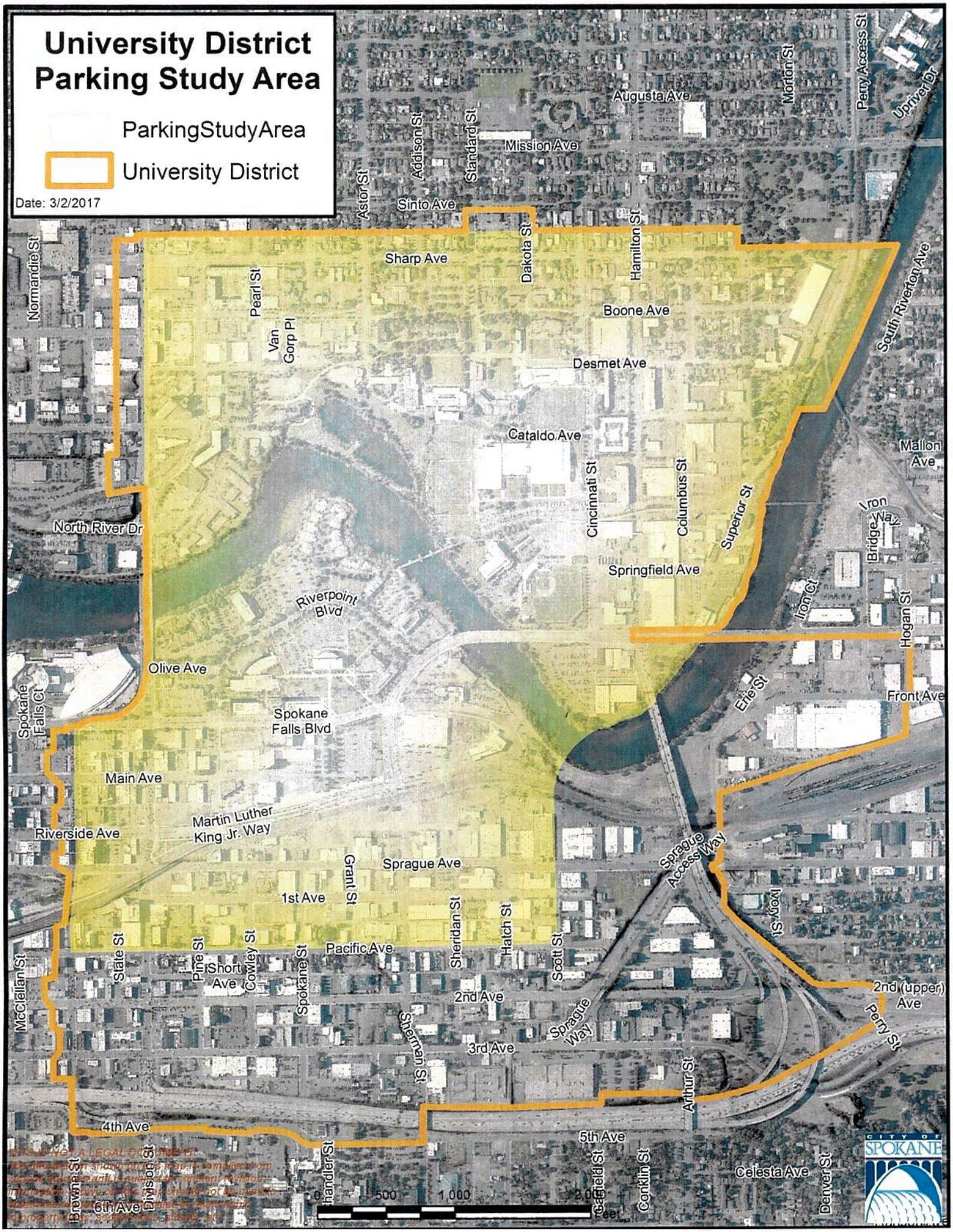

University District
Parking Study Area
ParkingStudyArea
University District
Date: 3/2/2017
Augusta Ave
Mission Ave
Sinto Ave
Sharp Ave
Boone Ave
Desmet Ave
Cataldo Ave
Springfield Ave
Riverpoint Blvd
Olive Ave
Spokane Falls Blvd
Main Ave
Martin Luther King Jr. Way
Riverside Ave
Sprague Ave
1st Ave
Pacific Ave
2nd Ave
3rd Ave
4th Ave
5th Ave
6th Ave
Front Ave
2nd (upper) Ave
Celesta Ave
North River Dr
Spokane Falls Ct
Normandie St
Pearl St
Van Gorp Pl
Astor St
Addison St
Standard St
Dakota St
Hamilton St
Cincinnati St
Columbus St
Superior St
Morton St
Perry Access St
Upriver Dr
South Riverton Ave
Mallon Ave
Iron Bridge Way
Iron Ct
Hogan St
Erie St
Sprague Access Way
Lowy St
Perry St
Arthur St
Sherman St
Sprague Way
Grant St
Sheridan St
Hatch St
Scott St
Spokane St
Cowley St
Pine St
State St
McClellan St
Short Ave
Division St
Browne St
Chandler St
Cedar St
Conklin St
Denver St
0 500 1,000 2,000 Feet
CITY OF SPOKANE

EXHIBIT A. SCOPE AND BUDGET

Budget Summary

#	Task	Team Member		Total
		N\N	*IDAX*	
1	Project Initiation and Project Management	$5,650	$320	$5,970
2	Public Participation	$12,920	$780	$13,700
3	Data Collection Methodology	$8,110	$2,960	$11,070
4	Inventory of On-Street Parking	$0	$10,790	$10,790
5	Inventory of Off-Street Parking	$0	$9,850	$9,850
6	Inventory Analysis and Summary	$20,830	$0	$20,830
7	Final Report	$6,110	$0	$6,110
	Sub-total	*$53,620*	*$24,700*	*$78,320*
	Direct Costs	$1,900	$2,400	$4,300
	Total	**$55,520**	**$27,100**	**$82,620**

University District Work Plan

We will provide all interim work products in Word, PDF, GIS, and Excel formats. We will produce a single draft of all Technical Memoranda/Deliverables and will incorporate feedback into a final version of each Memoranda based on a single set of non-conflicting comments. All electronic files and GIS databases/shapefiles will be provided to the City.

TASK 1 PROJECT INITIATION AND PROJECT MANAGEMENT

1.1 Kickoff Meeting

Nelson\Nygaard will lead a kickoff meeting with the project team to confirm the project goals and refine the proposed work plan and schedule. The kickoff meeting will also be an opportunity to receive initial input on the available data and data collection methodology from City staff.

The kickoff meeting for the Downtown study will be coordinated with the University District kickoff meeting so that both meetings can be conducted on the same visit.

1.2 Project Management

Principal-in-Charge Terri O'Connor and Project Manager Phil Olmstead will provide oversight throughout the duration of the project. They will guarantee the City receives a quality product by assuring the project team adheres to the scope of work and is regularly informed of project status. They will also guarantee meeting materials and all deliverables are of the highest quality.

Nelson\Nygaard will also host bi-weekly conference calls with the project team to provide ongoing project updates, review project deliverables, and troubleshoot any project issues. Bi-weekly calls for the Downtown and University District studies will be coordinated to ensure project efficiencies.

Meetings: Kickoff Meeting
Bi-Weekly Conference Calls

Deliverables: Final Scope, Budget, and Schedule
Meeting Agendas and Notes

TASK 2 PUBLIC PARTICIPATION

Early and ongoing involvement from district stakeholders and the broader community will be essential to project success. With so many supportive, yet diverse user needs in the District, Nelson\Nygaard recognizes that data gathering and analysis will only reveal part of the parking story. Dialogue with key stakeholders will not only help to identify key data sets and appropriate data collection methods, but also provide a deeper understanding of the context for the current and future parking conditions. One-on-one and group conversations will establish a strong foundation for the study and guide its progress throughout.

Nelson\Nygaard is renowned for meeting facilitation. To the extent feasible, we will prioritize sessions that facilitate robust conversation. Interactive maps, activities, and presentations can help stimulate dialogue and reveal the key issues at hand.

Our scope and budget assume that the City will be responsible for all meeting scheduling, logistics, and refreshments.

2.1 UDDA Board/City Meetings

Nelson\Nygaard will lead a Skype meeting with the UDDA Board and/or City staff at the start of the project. The meeting will allow the consultant and project team to present the Board with an overview of the project goals, approach, work products, and schedule. More importantly, the meeting will provide a forum for information sharing and allow the consultant team to better understand the key parking issues and challenges. Finally, the meeting will include detailed discussions of available data, major data gaps, and approaches to data collection, analysis, and processing.

Nelson\Nygaard will also present to the UDDA Board and/or City Council via Skype at the conclusion of the project (same as Task #2.4). The presentation will include a summary of the project approach, methods, data analysis, and key findings.

2.2 Stakeholder Interviews and Focus Groups

Nelson\Nygaard will work with City staff and the UDDA Board to identify the appropriate project stakeholders. Although the details can be determined at the project start, the team proposes to hold a series of individual/small group interviews (up to six) and focus groups (up to two) to capture a representative cross-section of perspectives. Potential stakeholders include:

- City Council Members
- University partners - Community Colleges of Spokane, Eastern Washington University, Gonzaga University, University of Washington, Washington State University Health Sciences – Spokane, Whitworth University
- Property/business owners
- Employers and employees
- Students
- Developers
- Resident and neighborhood groups
- Other stakeholders, as appropriate

We propose to conduct this task at the start of the project to identify key data sets and gaps, as well as document existing issues and opportunities. Our scope and budget assume that the City will be responsible for stakeholder identification and securing participation. Our scope and budget assume that the interviews and focus groups will be coordinated with Task #1.1 so that meetings can occur during the

same site visit. Nelson\Nygaard will summarize the stakeholder interviews and focus groups in a Technical Memorandum.

2.3 Staff Meetings

In addition to the kickoff meeting (Task #1.1) and final presentation (Task #2.4), the consultant team will meet with City staff twice at key milestones in the project. The meetings will summarize work to date, review project deliverables, and troubleshoot any project issues. Meetings will occur in-person or via Skype as feasible.

2.4 Presentations

Nelson\Nygaard will present the findings of the project at two meetings – one for City staff and one for the UDDA Board and/or City Council (via Skype). The presentations will include a summary of the project approach, methods, data analysis, and key findings.

Meetings:
UDDA Board Meetings (2, including final presentation; via Skype)
Stakeholder Interviews (up to 6)
Focus Groups (2)
Staff Meetings (4, including kickoff meeting (Task #1.1) and final presentation)
Presentations – City staff and UDDA Board (via Skype)

Deliverables:
Meeting Agendas, Presentation Materials, and Notes
Technical Memorandum – Stakeholder Interviews and Focus Groups (Draft + Final)

TASK 3 DATA COLLECTION METHODOLOGY

A smart and well-crafted plan is essential for data collection. The most successful projects take the time to gather existing data sets, identify potential gaps, and develop a plan to gather the needed data. Proper planning ensures an accurate and cost-effective data collection approach, particularly by supporting consistent data collection efforts in the future. We propose the following to ensure a robust and accurate process.

The scope and budget assume a reduction in the size of the University District study area as proposed in the RFP – approximately five blocks west of Ruby Street and nine blocks north of Cataldo and east of Hamilton. The revised study area boundaries will be confirmed with the City prior to starting data collection.

3.1 Gather and Assess Existing Data

Nelson\Nygaard and IDAX will work with the City and key stakeholders to collect available parking and user data sets, including on- and off-street inventory, regulations and pricing, and ownership/management. We will also solicit data on any proposed changes to the parking supply throughout the district. In addition, we will solicit any available non-inventory data that would help illuminate how the system is being used, such as: population by user group, permit sales, mode split data, and available occupancy data.

Nelson\Nygaard has developed various techniques, such as simple online surveys, to help solicit and collect parking data from property owners and institutions. We can also facilitate data sharing via our secure, cloud-based file sharing software.

We will review the data for completeness and identify key gaps. Based on the availability and quality of existing data, we will revise the inventory methodology to ensure that all required information is collected.

3.2 Develop Survey Methodology

Nelson\Nygaard and IDAX will work with City staff to develop a survey methodology that will efficiently collect all requested data, as outlined in the RFP and identified in the tasks below. The survey methodology will:

1. Identify how each metric is being collected
2. Detail the procedure for measurement of each metric
3. Describe the database in which the metrics will be stored during the collection phase
4. Make adjustments to the study area, if any
5. Identify preferred dates and times for data collection

The survey methodology will be summarized in a Technical Memorandum.

3.3 Prepare Data Collection Templates

Following the approval of a survey methodology, IDAX will prepare data collection templates in collaboration with Nelson\Nygaard. Data collection templates will be reviewed by the City prior to data collection.

3.4 Develop Parking Inventory Database and Schema

Following the approval of the data collection templates, the project team will develop a parking data collection database schema that maximizes the data's compatibility with existing and future data. This includes the development of a parking inventory database that consistently identifies each on-street block face and off-street lot/garage. The database will also standardize all available data (i.e. regulations, pricing, ownership, etc.) provided to the team in a consistent format to synch up with new data collected and allow for consistent future collections.

Deliverables: Technical Memorandum – Survey Methodology (Draft + Final)
Data Collection Templates
Parking Inventory and Data Collection Database Schema

TASK 4 INVENTORY OF ON-STREET PARKING

IDAX will conduct an inventory of all paid and unpaid on-street parking spaces within the study area. The scope and budget assume a reduction in the size of the University District study area as proposed in the RFP – approximately five blocks west of Ruby Street and nine blocks north of Cataldo and east of Hamilton. The revised study area boundaries will be confirmed with the City prior to starting data collection.

IDAX will collect inventory data with field technicians using a mobile application called Kapturrit, in combination with Google Sheets. This tool allows for streamlined route design to minimize the number of surveyors needed. The tool also provides real-time data capture. As field technicians collect data, inventory information and spatial characteristic are uploaded to the database. Data quality can be monitored in real-time, and post-processing of data is extremely efficient. The following information will be collected for all on-street spaces:

- Number and location of space by block face
  - Passenger vehicle
  - Truck/commercial vehicle
  - Motorcycle
  - Bicycle
- Regulations and pricing by space, including:
  - Unrestricted
  - Metered
  - Time-restricted
  - Commercial/passenger loading
  - Disabled
  - Permits
  - Transit/police/special restriction
  - Park & Ride
  - Other
- Location and type of regulatory signage by block face
- Technology systems, if any

For blockfaces where parking spaces are not clearly marked, we will estimate the number of legal parking spaces in one of three ways: 1) if a block face is full or nearly fully occupied by vehicles, we will count the number of legally parked vehicles; 2) measure the length of parking zone on the blockface via field survey or aerial image and divide by an assumed length for a parking spaces (typically 18-20 feet); or 3) use Google street view to estimate the number of spaces via parked vehicles.

Our schedule assumes that the data collection would occur approximately 2-3 weeks after contract approval. Our schedule assumes the inventory data collection (Task #4 and #5) will take approximately 2-3 weeks to complete and process. Our approach assumes we use a smaller number of our best technicians, as we find that this provide the most accurate data set.

All data will be cleaned, processed, and transferred to an Excel database and GIS shapefile for analysis and mapping in Task 6.

Deliverables: On-street Parking Data Collection Database and GIS Shapefiles

TASK 5 INVENTORY OF OFF-STREET PARKING

IDAX will conduct an inventory of public and private off-street lots and garages for which data is not currently available. The scope and budget assume a reduction in the size of the University District study area as proposed in the RFP – approximately five blocks west of Ruby Street and nine blocks north of Cataldo and east of Hamilton. The revised study area boundaries will be confirmed with the City prior to starting data collection.

As in Task #4, IDAX will collect inventory data with field technicians using Kapturrit, in combination with Google Sheets**.** The following information will be collected for all off-street spaces:

- Location/address and type of each facility
- Number of spaces by facility
  - Passenger vehicle

  - Truck/commercial vehicle
  - Motorcycle
  - Bicycle
- All regulations, restrictions, and pricing by space, by user, and by facility
- Access control and technology, if applicable

It is assumed the City will work with the consultant team to obtain permission/access to conduct inventory in all identified off-street lots and garages as needed. The consultant team will assist the City with outreach to private operators/owners as feasible.

Our schedule assumes that the data collection would occur approximately 2-3 weeks after contract approval. Our schedule assumes the inventory data collection (Task #4 and #5) will take approximately 2-3 weeks to complete and process. Our approach assumes we use a smaller number of our best technicians, as we find that this provide the most accurate data set.

All data will be cleaned, processed, and transferred to an Excel database and GIS shapefile for analysis and mapping in Task 6.

Deliverables: Off-street Parking Data Collection Database and GIS Shapefiles

TASK 6 INVENTORY ANALYSIS AND SUMMARY

6.1 Analyze and Summarize Parking Inventory

At the completion of Tasks #4 and #5, Nelson\Nygaard will analyze and summarize the data. Nelson\Nygaard has decades of experience turning parking data into simple yet informative visual summaries. With infographics, maps, tables, and charts, we can transform simple numbers into user-friendly information. Our analysis will produce the following outputs:

- Summary tables and charts of surveyed on- and off-street parking inventory identifying:
  - Number and proportion of stalls by type
  - Regulations and pricing
  - Ownership/management
- Summary maps of on- and of-street parking location, type, regulation, ownership, and pricing
- Summary tables and maps of future development projects and planned parking inventory changes
- Summary infographics that convey key findings to key audiences

6.2 User Profile

Based on available and collected data, Nelson\Nygaard will develop a user profile for the District's parking system and its various components. The inventory and regulatory information will identify how many spaces are available to each unique user group, such as student, faculty/staff, visitor, employee, resident, customer, and other as appropriate. Data provided in Task #3.1 regarding population by user group, mode split, and other parking information (i.e., permit sales) can also be used to supplement this task.

The user profile can be particularly helpful in identifying the current (in)efficiencies of the parking system as a shared and integrated resource, and set the stage for future phases of analysis and recommendations.

6.3 Issues and Opportunities

Based on a review of the data, Nelson\Nygaard will provide a brief summary of the key issues and opportunities. This summary will highlight areas for additional analysis and discussion during future phases of the parking work in the District. Key areas of focus will include:

- Parking management area boundaries
- Current and planned parking inventory
- Existing management and policy framework
- Potential impacts to/from other transportation investments, such as the City Center Line Transit Plan
- Future data needs and proposed approaches in future phases of work

Deliverables: Technical Memorandum – Inventory Analysis and Summary (Draft + Final)
Illustrator Map Layers and GIS Shapefiles

TASK 7 FINAL REPORT

Nelson\Nygaard will compile all data analysis and findings into a comprehensive University District Parking Inventory Report. The Plan will document the project goals and objectives, study approach, data collection analysis and methodology, and key data findings. The report will be written in a concise and clear style that will incorporate appropriate visual graphics to ensure that it is an understandable document for staff, stakeholders, the public, and decision-makers.

Nelson\Nygaard will submit a Draft Report for the project team's review. The City's project manager will coordinate, compile, and consolidate comments from the project team into a single set of non-conflicting comments prior to transmitting the revisions to Nelson\Nygaard. Based on the single set of electronic comments from the City, we will revise and submit a Final Report.

Deliverables: University District Parking Inventory Report (Draft + Final)

Memorandum of Understanding
University District Integrated Parking and Urban Mobility Strategy

This Memorandum of Understanding ("MOU") is entered into by the City of Spokane ("City"), a municipal corporation and the University District Development Association ("UDDA"), a 501 c (3) non-profit; ("the Parties") to define the Parties' understandings regarding the completion of the University District Integrated Parking and Urban Mobility Strategy.

- Whereas, on December 22, 2015 the City of Spokane ("City") and University District Development Association ("Consultant") entered into a consultant agreement for the preparation of a University District Integrated Parking and Urban Mobility Strategy (OPR 2015-1131); and

- Whereas, in December of 2016, Consultant delivered a final draft of the University District Integrated Parking and Urban Mobility Strategy report which satisfied a substantial portion of the scope of work and deliverables provided for in the consultant agreement; and,

- Whereas, since that time, by mutual agreement the remaining work has been placed on hold and the contract between the City and UDDA extended through 2018 while the City has pursued completion of a follow up study, the University District Phase I Parking Study. For this follow up study, the City has prepared the Phase I scope of work, issued and advertised a Request For Proposals, received and evaluated responsive proposals and identified an apparent successful proposer with whom the City is currently in contract negotiations; and,

- Whereas, the City would like the UDDA to resume work and complete remaining contract work within the timeline of the University District Phase I Parking Study consultant in the 1st quarter of 2018 and for the data and maps to be incorporated into the draft and final reports.

NOW, THEREFORE, the parties desire to describe and memorialize their mutual understanding of the remaining scope of work to be completed under the existing contract as follows:

The University District Development Association shall undertake the following:

1. Facilitate the collection of institutional parking data from universities, colleges and large property owners with off street parking. This includes all public-sector inventory, regulation, and pricing data for off-street parking facilities. Actively pursue the data elements and formats requested by the consultant as described in Figure 2, Exhibit "A", attached hereto and obtain permission/access for the consultant team to conduct inventory counts in all identified off-street lots and garages as needed..

2. Collect and provide input on the creation of user profile categories and support outreach and engagement of appropriate users as is necessary for the consultants to understand and describe the users and their discreet needs.

3. Provide guidance on the scheduling, integration and implementation of community outreach and education for the first phase of the parking study and to provide coordinated input on behalf of the UDDA and UDPDA for the scoping of the second phase of the U-District Parking analysis.

4. Coordinate communication between the City's consultant and the relevant UDDA and UDPDA boards, committees, working groups and stakeholders.

CITY OF SPOKANE

Lisa D. Key Date 1/2/2018

By: Lisa D. Key / Planning Director
Name/Title (please print)

UNIVERSITY DISTRICT DEVELOPMENT ASSOCIATION

Date 12/27/17

By: Lars Gilberts / CEO
Name/Title (please print)

EXHIBIT "A"

Initial Data Needs Request

Included below is an initial data needs request as is relates to Task 3 and 4 only to facilitate assessments of the availability of existing data. Additional data requests are anticipated as part of other tasks to assess existing conditions.

Figure 2 Task 3 and 4 Data Needs

Item	Desired Format
Map and database of existing parking facilities for : U District (on-street, off-street, public and private) - Total supply - Regulation(s) - Supply detail (# permit spaces, # disabled spaces, etc.) - Ownership (e.g. City, State, private, etc.) - Management Contact - Rate structure and hours - Payment technology	Excel and/or GIS shapefile
Map and database of: - Existing parking-related and wayfinding signage - Existing loading zones - Existing permit zones - Payment and enforcement technology information	Excel and/or GIS shapefile
Previous occupancy/turnover data	Excel and/or GIS shapefile
Previous parking studies, data, and reports	Word, PDF, and/or excel
All available GIS shapefiles: buildings, lots, garages, roadways/streets, bike facilities, sidewalks/crossings, transit,	GIS shapefiles

Agenda Sheet for City Council Meeting of:

01/22/2018

Date Rec'd	1/10/2018		
Clerk's File #	OPR 2018-0033		
Renews #			
Submitting Dept	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT	Cross Ref #	
Contact Name/Phone	HEATHER TRAUTMAN 625-6854	Project #	
Contact E-Mail	HTRAUTMAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 18855
Agenda Item Name	1460 DOWNTOWN PARKING PLAN AND STRATEGY CONTRACT		

Agenda Wording

Low Bid Nelson/Nygaard Consulting Associates, Inc. for Downtown Parking and Strategy Plan $187,636(inc. tax.

Summary (Background)

RFP #4389-17: Nelson/Nygaard was the lowest bidder for the development of 6-Year strategy for the Downtown Parking system. The study duration is 12 months from contract authorization and will include parking inventory, review of parking system including rates, times stays, zones, multi-model impacts, land use analysis, public participation, growth scenarios, management strategies and recommendations.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 180,636.00	# 1460-21200-21710-54201-99999
Expense	$ 7,000.00	# 0650-30210-58620-54201-99999
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TRAUTMAN, HEATHER	**Study Session**	
Division Director	TRAUTMAN, HEATHER	**Other**	Urban Experience 1/8/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT	htrautman@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	korlob@spokanecity.org	
Additional Approvals		tszambelan@spokanecity.org	
Purchasing			

City Clerk's OPR _____

City of Spokane

CONSULTANT AGREEMENT

Title: **DOWNTOWN STUDY AREA PARKING STRATEGY AND FEASIBILITY PLAN**

This Consultant Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **NELSON\NYGAARD CONSULTING ASSOCIATES, INC.**, whose address is 621 SW Morrison Street, Suite 1250, Portland, OR 97205 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is CONDUCT DOWNTOWN STUDY AREA PARKING STRATEGY AND FEASIBILITY PLAN; and

WHEREAS, the Consultant was selected through RFP #4389-17 issued by the City dated September 11, 2017.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on January 22, 2018, and ends on January 22, 2019, unless amended by written agreement or terminated earlier under the provisions.

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

3. SCOPE OF WORK.
The General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

4. COMPENSATION/PAYMENT.
Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED EIGHTY SEVEN THOUSAND SIX HUNDRED THIRTY SIX AND NO/100 DOLLARS ($187,636.00)**, including tax if applicable, unless modified by a written amendment to this Agreement.

The Consultant shall submit its applications for payment to Code Enforcement Department, City of Spokane, 6th Floor – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).

I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.

J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required

6. TAXES, FEES AND LICENSES.

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

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

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

7. CITY OF SPOKANE BUSINESS LICENSE.

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

8. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Code Enforcement Department - City of Spokane 6th Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	NELSON\NYGAARD CONSULTING ASSOCIATES, INC. Attn: Paul Jewel, Managing Director 116 New Montgomery Street, Suite 500 San Francisco, California 94105

9. SOCIAL EQUITY REQUIREMENTS.

A. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with

this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

11. INSURANCE.

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

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

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of $1,000,000 per accident each employee, $1,000,000 bodily injury by disease policy limit, and $1,000,000 bodily injury by disease each employee;

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 subject to the policy terms, conditions and exclusions. It shall

provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

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

There shall be no cancellation of the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify regarding the commercial general liability, the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

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

18. NO CONFLICT OF INTEREST.

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

sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by Consultants performing the same or similar services at the time said services are performed. Consultant, without additional compensation, shall correct or revise errors or mistakes in drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration for three (3) years following completion of services.

20. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.

B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are ***public records***. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions you identified. The Limited Redaction will be released only after you are provided "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you "third party notice", giving ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City

in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

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

C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.

D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

E. Upon termination, the Consultant shall provide the City with the most current 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.

24. EXPANSION FOR NEW WORK.

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

written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the Consultant is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the Consultant to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. Additional Provisions: RESERVED.

K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

NELSON\NYGAARD CONSULTING ASSOCIATES, INC.

By Paul Jewel 1/9/18
Signature Date

Paul A. Jewel
Type or Print Name

Managing Director
Title

602-201-401
Consultant's UBI #

CITY OF SPOKANE

By _____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Attachments: Exhibit A – General Scope of Work
Exhibit B – Debarment Certificate

17-184

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

Nelson Nygaard Consulting Associates, Inc. Name of Subrecipient / Contractor / Consultant (Type or Print)	— Program Title (Type or Print)
Paul Jewel Name of Certifying Official (Type or Print) Managing Director Title of Certifying Official (Type or Print)	Paul Jewel Signature 1/9/18 Date (Type or Print)

EXHIBIT A. SCOPE AND BUDGET

Budget Summary

#	Task	Team Member			Total
		N\N	*IDAX*	*DIXON*	
1	Project Initiation and Management	$7,730	$160	$495	$8,385
2	Public Participation	$19,630	$0	$1,440	$21,070
3	Data Collection	$1,800	$69,880	$0	$71,680
4	Parking System Assessment	$19,580	$0	$4,250	$23,830
5	Parking and Land Use Analysis	$9,710	$0	$0	$9,710
6	Best Practices and Peer Review	$3,390	$0	$0	$3,390
7	Strategy Development	$13,710	$0	$3,900	$17,610
8	Implementation Plan and Financial Analysis	$8,640	$0	$0	$8,640
9	Draft and Final Plan	$12,390	$0	$0	$12,390
	Sub-total	*$96,581*	*$70,040*	*$10,085*	*$176,706*
	Direct Costs	$6,570	$3,000	$1,360	$10,930
	TOTAL	**$103,151**	**$73,040**	**$11,445**	**$187,636**

Downtown Study Work Plan

We will provide all interim and final work products in Word, PDF, GIS, and Excel formats, as appropriate. We will produce a single draft of all technical memoranda/deliverables and will incorporate feedback into a final version based on a single set of non-conflicting comments. All electronic files and GIS databases/shapefiles will be provided to the City.

TASK 1 PROJECT INITIATION AND PROJECT MANAGEMENT

1.1 Kickoff Meeting

Nelson\Nygaard will lead a kickoff meeting with City staff and the project team to confirm the project goals and refine the proposed work plan and schedule. The kickoff meeting will also be an opportunity to receive initial input on the data collection methodology and stakeholder involvement approach.

The kickoff meeting for the Downtown study will be coordinated with the University District kickoff meeting so that both meetings can be conducted on the same visit.

1.2 Project Management

Principal-in-Charge Terri O'Connor and Project Manager Phil Olmstead will provide oversight throughout the duration of the project. They will guarantee the City receives a quality product by assuring the project team adheres to the scope of work and is regularly informed of project status. They will also guarantee meeting materials and all deliverables are of the highest quality.

Nelson\Nygaard will also host bi-weekly conference calls with the project team to provide ongoing project updates, review project deliverables, and troubleshoot any project issues. Bi-weekly calls for the Downtown and University District studies will be coordinated to ensure project efficiencies.

Meetings: Kickoff Meeting
Bi-Weekly Conference Calls

Deliverables: Final Scope, Budget, and Schedule
Meeting Agendas and Notes

TASK 2 PUBLIC PARTICIPATION PLAN

Hearing from residents, employees, customers, students, visitors, employers, and others on the day-to-day and seasonal parking issues paints a more complete picture than parking inventory and demand data alone. Learning first-hand which parking elements work in downtown and which do not, what signage is confusing, or how people "game" the system can substantially aid in understanding issues and opportunities.

We propose the following public participation plan. It includes a multi-pronged approach to get the "story behind the story" of downtown parking. Ultimately, the outreach efforts will help our team: 1) truly understand the challenges and avenues for change; and 2) craft a plan supported by as many key stakeholders as possible. Our scope and budget assume that the City will be responsible for all meeting scheduling, logistics, A/V set up, and refreshments.

2.1 Parking Advisory Committee (PAC) Meetings

Nelson\Nygaard proposes to meet with the existing PAC up to two times for this project. Our experience with downtown parking studies tells us such advisory bodies can not only provide valuable insight into the key issues and challenges, but are also crucial for developing community support for the recommendations and ensuring successful implementation. The existing PAC has intimate knowledge of downtown parking issues and should be involved with this study every step of the way to ensure continuity with past studies and ongoing efforts.

We propose to meet with the PAC up to two times at key milestones throughout the project, including: 1) review of existing conditions analysis and 2) review of draft plan.

2.2 Stakeholder Interviews and Focus Groups

Our team proposes to hold a series of individual/small group interviews (up to six) and focus groups (up to two) to capture a representative cross-section of perspectives in the downtown. Focused conversations and interviews allow us to probe more deeply than in a large group meeting, as well as solicit feedback beyond the "usual suspects." We propose to conduct this task at the start of the project to document existing issues and opportunities. Potential participants would include representatives from some or all of the following:

- City Council and/or Commission members
- City staff, including planning, transportation, enforcement, and operations
- Parking Advisory Committee (PAC)
- Downtown Spokane Partnership
- Spokane BID
- Employers and employees
- Property owners
- Resident and neighborhood groups
- Spokane Transit Authority
- Transit, bicycle, and pedestrian advocacy groups
- Other stakeholders, as appropriate

Our scope and budget assume that the City will be responsible for stakeholder identification and securing participation. Our scope and budget assume that the interviews and focus groups will be coordinated with Task #1.1 so that meetings can occur during the same site visit.

2.3 Online User Survey

Most people do not have the time or desire to engage in the detailed process of a parking study. A simple, concise, and user-friendly survey is a cost-effective option to broaden and deepen user feedback. The survey is especially useful in understanding how different user groups utilize the parking system and where improvement is needed to meet the diverse parking needs.

Nelson\Nygaard has developed and executed dozens of such parking surveys in communities across the country. Our database of survey questions can be used to ensure accurate and meaningful responses, while allowing for questions to be tailored to the specific local context.

The online user survey would be accessible from the City's website, local newspapers, stakeholder websites and/or email lists, or other resources. The survey can also be advertised via social media and more traditional methods, such as postcards or brochures (it is assumed that the City will be responsible for all applicable printing costs).

2.4 Community Workshop

Nelson\Nygaard will support City staff on one downtown community workshop. It is assumed that the parking study would be a portion of a larger workshop for the Downtown Plan. Nelson\Nygaard would provide materials for the workshop, such as maps, graphics, and/or presentation slides, to review key findings and solicit feedback on issues, opportunities, and potential strategies.

It is assumed that Nelson\Nygaard would attend the meeting in a support role and be available for community engagement, but would not be responsible for the presentation. It is assumed that the City will be responsible for all meeting logistics.

2.5 Final Presentations

Nelson\Nygaard will present the findings of the project at three meetings – Parking Advisory Committee, City Council/Staff, and one additional group to be identified by the City. The presentations will include a summary of all the work to date—project approach, methods, data analysis, key findings, and recommendations. It is assumed that presentations for each body will be coordinated so that meetings for each body can occur on the same site visit.

Meetings:
- PAC Meetings (2)
- Stakeholder Interviews (up to 6)
- Focus Groups (2)
- Materials for Downtown Community Workshop (1)
- Final Presentations (3)

Deliverables:
- Meeting Agendas, Presentation Materials, and Notes
- Online Survey Hosting + Analysis
- Technical Memorandum 1 – Stakeholder Interviews, Focus Groups, and Survey Findings (Draft + Final)

TASK 3 DATA COLLECTION

Data is essential for parking management. Without good data, it is impossible to know how the system is performing and where opportunities exist to improve management practices. Robust data is also crucial for community education. Data enables staff and decision-makers to move past perceptions about parking and make challenging, yet informed policy decisions.

Collecting data, however, requires a thoughtful and deliberate approach. The most successful projects take time to collect existing data sets, identify data gaps, and define a solid data collection plan. It is better to get it right, than move too quickly. We propose the following approach that will allow us to collect a robust, accurate, and timely set of data.

Data collection will occur within the proposed study area, excluding approximately 20 block faces and blocks near Riverfront Park and/or other locations as appropriate. The exact boundary of the study area will be confirmed with the City of Spokane prior to the start of data collection.

3.1 Data Collection Plan

The team will work with City staff and stakeholders to identify, collect, and review all relevant and available data, reports, and studies related to parking and relevant transportation programs in downtown Spokane, including, but not limited to:

- **Downtown studies and reports,** including previous parking studies and data files
- **Parking data**, available public and private parking inventory, regulations, and occupancy data by block and by garage/lot
- **Parking management practices,** enforcement protocols, revenues and expenses, technology framework, permit information, specialized parking arrangements (i.e., event, valet, resident permit parking, etc.), and parking signage location inventory and locations
- **Geographic Information Systems (GIS) files**

We will review all available data sets and identify key issues or gaps to inform the data collection tasks. A key focus of the data collection will be on availability and quality of data on private parking facilities. As described in Task 3.2 and 3.3, our scope and budget assumes that we will be provided all available private-sector inventory, regulation, and pricing data.

Nelson\Nygaard and IDAX will work with City staff to develop a survey methodology that will efficiently collect all requested data, as outlined in the RFP and identified in the tasks below. The survey methodology will:

1. Identify how each metric is being collected
2. Detail the procedure for measurement of each metric
3. Describe the database in which the metrics will be stored during the collection phase
4. Make adjustments to the study area, if any
5. Identify preferred dates and times for data collection

Following the approval of a survey methodology, IDAX will prepare data collection templates in collaboration with Nelson\Nygaard. Data collection templates will be reviewed by the City prior to data collection. Following the approval of the data collection templates, the project team will develop a parking data collection database schema that maximizes the data's compatibility with existing and future data.

3.2 Parking Inventory

On-street parking. IDAX will collect parking inventory information for all on-street spaces within the study area. The data collection will utilize existing GIS shapefiles and previous data sets to define the most cost-effective data collection routes that minimize unnecessary duplication of existing data sets. The following information will be collected and/or confirmed for all on-street spaces:

- Number and location of space by block face:
  - Passenger vehicles
  - Truck/commercial vehicle
  - Motorcycle
  - Bicycle
- Regulations and pricing by space, including: unrestricted, metered, time-restricted, commercial/passenger loading, disabled, permits, transit/police/special restriction, Park & Ride, other
- Technology and payment systems, if any

For block faces where parking spaces are not clearly marked, we will estimate the number of legal parking spaces in one of three ways: 1) if a block face is full or nearly fully occupied by vehicles, we will count/estimate the number of legally parked vehicles; 2) measure the length of parking zone on the block face via field survey or aerial image and divide by an assumed length for a legal parking space (typically 18-20 feet); or 3) use Google street view to estimate the number of spaces via parked vehicles.

Publicly owned/operated off-street parking. IDAX will collect and/or confirm parking inventory information for all publicly owned and operated off-street spaces within the study area. The data collection will utilize any existing GIS shapefiles and previous data sets to define the most cost-effective data collection routes that minimize unnecessary duplication of existing data sets. The following information will be collected and/or confirmed for all publicly owned/operated off-street spaces:

- Location/address and type of each facility
- Number of spaces by facility
  - Passenger vehicle
  - Truck/commercial vehicle
  - Motorcycle
  - Bicycle
- All regulations, restrictions, and pricing by space, by user, and by facility
- Access control and technology, if applicable

Privately owned/operated off-street parking. Per the guidance of the RFP (page 8), our budget and scope assumes that all available privately owned/operated off-street inventory information will be provided to the consultant team by the City in a "clean" GIS shapefile and/or Excel database in Task 3.1. Information will include all data as described above for public off-street parking.

It is assumed the City will be the single point of contact and obtain permission/access for the consultant team to conduct inventory counts in all identified off-street lots and garages as needed. The consultant team will assist the City with outreach to private operators/owners as feasible.

Our schedule assumes the inventory data collection (Task 3.1 and 3.2) will take approximately 2-3 weeks to complete. All collected data will be cleaned, processed, and transferred to an Excel database and GIS shapefiles for analysis and mapping in Task 4.1.

3.3 Parking Utilization and Turnover

IDAX will conduct a parking utilization study for all public and private on- and off-street spaces within the proposed study area, excluding approximately 20 block faces and blocks near Riverfront Park and/or other locations as appropriate. The exact boundary of the study area will be confirmed with the City of Spokane prior to the start of data collection.

We will collect utilization for a "typical" weekday and a "typical" Saturday from 7 a.m. to 10 p.m. Counts will be conducted every two hours to capture a demand profile throughout the day, but in a cost-effective manner.

Given the size of the study area and number of off-street facilities, it is likely that data collection will occur over multiple weekdays (Tuesday, Wednesday, and Thursday) within the same week or consecutive weeks, and up to three Saturdays on consecutive weekends. This approach allows us to use a smaller number of our best surveyors, as well as minimize the possible variation of demand on any given day due to some unforeseen reason. Specific dates and collection times will be determined in consultation with City staff.

We will also collect parking utilization data for one special event. In consultation with City staff we will identify the special event and then collect hourly utilization data during the event (up to six hours) and for one hour before and after the event (total of 8 hours). Data will be collected for all public and private on- and off-street facilities within a pre-determined boundary around the event representing a reasonable walking distance.

Finally, we propose to conduct a focused on-street duration/turnover study utilizing a sampling methodology to reduce costs, yet still capture key parking behavior data. Given the size of the study area, we propose to collect duration/turnover for on-street spaces covering approximately 40-50 blockfaces within downtown. Duration/turnover counts would be conducted from 7 a.m. to 10 p.m. for both a weekday and weekend. Specific blockfaces would be determined with staff, but could be distributed across downtown to assess behavior in different areas or concentrated on a focused number of corridors.

It is assumed the City will obtain permission/access for the consultant team to conduct utilization counts in all identified off-street lots and garages as needed. The consultant team will assist the City with outreach to private operators/owners as feasible.

All data will be cleaned, processed, and transferred to an Excel database and GIS shapefiles for analysis and mapping in Task 3.4.

Deliverable: Inventory, Utilization, and Duration/Turnover Excel Database and GIS Shapefiles

TASK 4 PARKING SYSTEMS ASSESSMENT

4.1 Parking System Performance and User Profile

Parking utilization rates and patterns will be analyzed to assess the capacity of the existing supply to meet current demand. We recognize that parking demand and behavior can vary significantly across a downtown. Therefore, our analysis will evaluate parking demand as not only a comprehensive downtown system, but also by on-street vs. off-street, public vs. private, user group, and geography.

User-friendly and easily readable maps and charts will be created in GIS to represent the dynamics of the supply and demand relationship. Maps that show how demand varies throughout the day by individual block and lot/garage ("heat" maps) are particularly important when demonstrating the local parking demand profile, especially underutilized facilities during "peak" periods.

Our analysis will produce the following outputs:

- Summary tables and charts of surveyed on- and off-street parking inventory identifying:
  - Number and proportion of stalls by type
  - Regulations and pricing
  - Ownership/management
- Summary maps of on- and of-street parking location, type, regulation, ownership, and pricing
- Summary infographics that convey findings to key audiences
- Usage data including peak and pricing

Based on a review of the data and findings in Tasks 3.1-3.3, Nelson\Nygaard will develop a user profile for the downtown parking system and its various components. The inventory, regulatory, utilization, and turnover data will identify how many spaces are available to each unique user group and how they are being utilized. Data gathered from the online user survey (Task 2.3) can also be used to supplement this task.

4.2 Operations, Enforcement, IT Assessment

Through stakeholder interviews, a site visit, and review of existing data, DIXON Resources Unlimited will conduct an in-depth review of the current parking operations and existing technology systems. This existing conditions assessment will allow DIXON to establish a thorough understanding of the City's current operational needs and define the parking operations and technology roadmap that will ensure a stable, efficient and manageable parking operation for the City that will allow patrons to efficiently locate and pay for available parking.

4.3 Multimodal/Trip Reduction/ADA Systems Assessment

Nelson\Nygaard will bring its abilities as a multimodal transportation firm to conduct a high-level assessment of the multimodal network in downtown Spokane during its field observations, with particular attention paid to how transit, biking, and walking support and interact with the parking system.

Every motorist is a pedestrian at some point during the trip, and a convenient, safe, and accessible street network is crucial to ensuring that people can easily utilize all of a district's parking facilities. Nelson\Nygaard will specifically document issues and opportunities related to the following:

- Parking and multimodal wayfinding
- ADA access and compliance with federal requirements
- Bicycle parking facilities
- Pedestrian safety and comfort, especially linkages to key parking facilities
- Parking system integration and support of transit system investments, notably the Central City Line
- Potential circulation impacts of parking system changes
- Other trip reduction strategies, especially as they related to Washington's Commute Trip Reduction law

This task will also be informed by Nelson\Nygaard's previous and ongoing work on Comprehensive Plan and Street Design Guide. Nelson\Nygaard—and project team member Stephanie Wright—was a key part of the team for those efforts and will provide key insight to this task. This link provides a unique and significant opportunity to leverage and support each planning effort.

4.4 Zoning Code Assessment

Outdated or little known provisions of a city's municipal and/or zoning code can often inhibit desired developments and stymie economic growth. Revising development standards to set requirements that are more appropriate for the local context can often stimulate development and allow for better urban design. In addition, changes to code language can help foster shared parking arrangements, especially with private parking facilities. Nelson\Nygaard's expertise in parking code development will allow for a thorough review of the existing code. Coupled with a robust parking data set, we will identify key areas for further analysis and strategy development.

All data and key findings from Tasks 4.1-4.4 will be summarized in a Technical Memorandum.

Deliverable: Technical Memorandum 2 – Parking Systems Assessment (Draft + Final)

TASK 5 PARKING AND LAND USE ANALYSIS

Parking and land uses are not static. Spokane will grow and change over the coming six-year plan window. In order to be prepared for future growth, this plan will assess the parking system relative to defined growth scenarios. This task will allow the City and its downtown partners to estimate potential parking need, but in a way that maximizes the shared parking opportunities in downtown.

5.1 Existing Land Use Database

Using data provided by the City, Nelson\Nygaard will create a summary database of all land uses and their square footages within the study area using the most current land use data provided. It is assumed that the City will provide existing land use data in a excel database and/or GIS shapefile.

5.2 Future Development Scenarios

The team will work closely with City staff to identify and analyze new and expected downtown development. The budget assumes that the City will provide information related to the "development pipeline" of future, proposed, or ongoing development plans in such a way that Nelson\Nygaard can compile a database of future land uses by square footage. In addition, the City will provide all available assumptions about parking loss/additions.

Based on this information, the consultant team will collaborate with the City to develop two potential build-out scenarios (e.g., short- vs. long-term or "low growth" vs. "high growth") by which to assess parking demand.

5.3 Future Demand Analysis

This work stems from data collection efforts in Tasks 2 and 3 and the development scenarios in Task 5.2, but takes the data one step further by relating it to surrounding land uses and to adjusted national standards in order to determine if parking supply is sufficient. This analysis will lead us to incorporate projections on future parking supply and demand based on changes in land use (i.e., potential development and build out of underutilized sites) in the study area. More specifically, this task will analyze:

- Expected parking demand based on downtown land uses relative to the Institute of Transportation Engineers and a local Spokane parking generation rate
- Observed parking demand relative to the Institute of Transportation Engineers and a local Spokane parking generation rate
- Shared use analysis (peaking by time of day)

- Ratio between parking spaces and built square footage, existing and future
- Potential impacts on parking demand from trip reduction strategies and multimodal investments
- Up to two model scenarios based on Task 5.2

Deliverable: Technical Memorandum 3 – Parking and Land Use Analysis (Draft + Final)

TASK 6 BEST PRACTICES AND PEER REVIEW

Based upon the issues and opportunities identified in Tasks 1-4, Nelson\Nygaard will conduct a best practices review of up to three (3) similar and/or "aspirational" downtowns to document what parking strategies have proven successful, emerging innovations in parking management, and how they can be applied to Spokane's unique context. We will use our existing extensive research library to provide peer data on a variety of topics, including time limits, dynamic pricing strategies, unified technology platforms, enforcement approaches, public-private shared parking partnerships, ADA access, or other as needed.

Deliverables: Technical Memorandum 4 – Best Practices and Peer Review (Draft + Final)

TASK 7 STRATEGY DEVELOPMENT

Based on our findings in previous tasks, Nelson\Nygaard, in consultation with City staff and key stakeholders, will identify strategies that are most supportive of the ongoing vitality of downtown Spokane. Where strategies are already in place or currently underway, the approach will be to identify ways in which to improve existing practices.

All strategies will be developed and evaluated within the context of existing and ongoing planning efforts to ensure mutual compatibility over the six-year time frame, including: the Comprehensive Plan, Economic Development Strategy, Six-Year Capital Improvement Program, Unified Development Code, and Downtown Design Standards. Three basic areas of recommendations will be explored: management strategies, zoning code strategies, and multimodal and TDM strategies.

7.1 Management Strategies

A comprehensive set of strategies will seek to maximize the study area's current parking resources, balance the needs of all users, and emphasize cost-effective approaches. These strategies or suites of strategies will consider elements such as:

- **Pricing strategies,** including appropriate on- and off-street pricing, demand-based pricing and adjustment methodologies, long-term stay pricing, unbundling residential parking costs, parking cash out, leasing of private spaces, and graduated parking rates
- **Parking regulatory strategies,** including appropriate 6-year management boundary, parking time limits, loading zone regulations, reservation systems, permit/placard regulations, shared parking, residential permit programs, parking benefit districts, and policies on ADA parking
- **Optimization of existing supply and addition of supply,** through shared parking of private lots, reconfiguration of public lots, and on-street restriping (especially related to ADA compliance)
- **Future-proofing strategies,** allowing Spokane to flexibly respond to changing mobility trends, technology, and impacts to parking behavior. Key topics would include flexible curb space and loading for growing use of rideshare services, municipal budget impacts due to declining parking demand, and design policies to ensure that a 30-year parking investment is still relevant throughout its lifecycle.

- **New parking construction**, if determined to be needed and cost-effective
- **Enforcement policies,** including staffing needs, technology, routes, time of day and week policies, and violation fee structure
- **Advanced parking management technologies**, such as pricing via pay stations, electronic occupancy signs, cellphone-enabled occupancy, and payment information. DIXON will identify and analyze the feasibility of different parking management technologies and tools to maximize the utilization of both on- and off-street parking for downtown Spokane. Recommendations will include, but are not limited to, paid parking and technology solutions, wayfinding, permit programs, enforcement capabilities and operational practices. DIXON will provide an analysis of options and recommend improvements for implementation, including information on recent innovative technologies.
- **Communication and wayfinding strategies,** including district-wide communication and marketing strategy, and wayfinding
- **Operational and structural changes,** including administration and enforcement

7.2 Zoning Code Strategies

Any new or revised requirements will be clear and understandable, tailored to the specific land uses and market contexts of Spokane, while ensuring flexibility to respond to changing conditions over time. Potential areas of focus of the zoning code strategies include:

- Minimum and maximum parking requirements
- Mixed-use or shared parking requirements
- In-lieu parking fee strategies
- Development review standards
- Transportation demand management (TDM) requirements
- ADA and design standards
- Bicycle parking standards
- Residential permit programs
- Future-proofing parking via standards to better account for reduced demand due to shared mobility and AVs

7.3 Multimodal and TDM Strategies

Nelson\Nygaard is a true multimodal firm, unique in our ability to see how the larger transportation network and services impacts travel behavior and parking demand. We are leading experts in transit, bike, pedestrian, and demand management planning.

Nelson\Nygaard will develop a complementary set of multimodal and TDM recommendations, which will focus on helping to reduce parking demand, increase travel by transit, biking, and walking, and ensure that parking facilities can be easily accessed.

Examples include strategies to accommodate increasing demand for Uber and Lyft services, maximize transit access (especially in relation to the Central City Line), improved pedestrian comfort through lighting and streetscape enhancements, use of incentive-based programs to encourage employees not to drive, and implementation of sharing programs to maximize mobility and flexibility for those choosing not to drive.

Deliverable: Technical Memorandum 5 – Strategy Development (Draft + Final)

TASK 8 IMPLEMENTATION PLAN AND FINANCIAL ANALYSIS

8.1 Financial Analysis

Nelson\Nygaard will provide planning-level cost estimates to allow Spokane to effectively plan for implementation. Basic elements would include:

Cost Analysis

Nelson\Nygaard will develop a detailed cost breakdown of the preferred plan, including the following elements:

- Equipment/technology replacement cost and depreciation
- Third-party services and software licensing
- Operation and Maintenance
- Administration/Overhead
- Labor cost estimate (FTE)

Revenue Analysis

Nelson\Nygaard will develop a baseline 10-year revenue forecast from existing parking revenues and up to one additional revenue scenario based on the recommendations developed in the plan.

The scope and budget assume all background financial information related to the City's current parking operation will be provided by the City in order to make the most accurate estimates, including:

- Costs: overhead, debt financing, operations and maintenance, equipment (owned and leased), and software (owned and licensed)
- Revenues: user fees (monthly permits), parking citations, and other

Nelson\Nygaard requires a minimum of one year—but ideally up to three years—of the above cost and revenue data, to develop a robust baseline model, preferably in Excel or compatible format.

8.2 Implementation Plan

Nelson\Nygaard has demonstrated ability to move projects from the planning stage to on-the-ground implementation. To ensure that the project work is actually put to good use, the project team will develop a unique implementation program for Spokane. The program will be designed to identify key thresholds for action and specific steps for staff to take to move a recommendation forward. An easy reference matrix will be developed to document the implementation approach by strategy and by phase. Key elements of the implementation program will include:

- Phased program based on prioritization timeline, immediate, short-, and medium-term
- Cost estimates by strategy
- Potential funding strategies or financing approaches
- Use of pilot programs or trial projects

The implementation program will be included as part of the Draft and Final Plan (Task 9).

Deliverables: Planning-level Cost Estimate (Excel Table)
Technical Memorandum 6 – Financial Proforma Analysis

TASK 9 DRAFT AND FINAL PLAN

Nelson\Nygaard will compile all data analysis and findings into a comprehensive Downtown Spokane Parking Plan. The Plan will document the project goals and objectives, study approach, data collection analysis and methodology, key data findings, and proposed strategies. The plan will be written in a concise and clear style that will incorporate appropriate visual graphics to ensure that it is an understandable document for staff, stakeholders, the public, and decision-makers.

9.1 Draft Plan

Nelson\Nygaard will submit a Draft Parking Plan for the project team's review.

9.2 Final Plan

The City's project manager will coordinate, compile, and consolidate comments from the project team into a single set of non-conflicting comments prior to transmitting the revisions to Nelson\Nygaard. Based on the single set of electronic comments from the City, we will revise and submit a Final Parking Plan.

Deliverable: Draft + Final Downtown Spokane Parking Plan

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/17/2018
		Clerk's File #	CPR 2018-0002
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	LEONARD DAVIS 625-6028	Project #	
Contact E-Mail	LDAVIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Claim Item	Requisition #	
Agenda Item Name	5600-CLAIMS-2018		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 1/12/18. Total:$ 14,487,311.94 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:$ 12,212,145.70

Summary (Background)

Pages 1-52 Check numbers: 544599 - 545034 ACH payment numbers: 45813 - 46223 On file for review in City Clerks Office: 52 Page listing of Claims NOTE: 2 week period

Fiscal Impact	Grant related? Public Works? NO	Budget Account
Expense	$ 12,212,145.70	# Various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	HUGHES, MICHELLE	**Study Session**	
Division Director	DUNIVANT, TIMOTHY	**Other**	
Finance	DOVAL, MATTHEW	Distribution List	
Legal	DALTON, PAT		
For the Mayor	DUNIVANT, TIMOTHY		
Additional Approvals			
Purchasing			

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	1,199,759.98
1100	STREET FUND	122,706.64
1200	CODE ENFORCEMENT FUND	10,117.53
1300	LIBRARY FUND	15,625.62
1350	PENSION CONTRIBUTIONS FUND	290.36
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	62,417.46
1400	PARKS AND RECREATION FUND	23,076.58
1450	UNDER FREEWAY PARKING FUND	3,643.96
1460	PARKING METER REVENUE FUND	17,210.55
1510	SPOKANE RGL EMERG COM SYS	388.54
1540	HUMAN SERVICES GRANTS FUND	3,882.29
1541	CONTINUUM OF CARE	0.00
1560	FORFEITURES & CONTRIBUTION FND	2,222.50
1570	INTERMODAL FACILITY OPERATION	13.40
1590	HOTEL/MOTEL TAX FUND	357,861.29
1610	REAL ESTATE EXCISE TAX FUND	120.61
1620	PUBLIC SAFETY & JUDICIAL GRANT	5,984.38
1630	COMBINED COMMUNICATIONS CENTER	11,503.99
1640	COMMUNICATIONS BLDG M&O FUND	11,212.66
1680	CD/HS OPERATIONS	4,253.96
1690	COMM DEVELOPMENT BLOCK GRANTS	0.00
1695	CDBG REVOLVING LOAN FUND	3,340.19
1710	HOME PROGRAM	244.43
1910	CRIMINAL JUSTICE ASSISTANCE FD	145.18
1940	CHANNEL FIVE EQUIPMENT RESERVE	6.70
1950	PARK CUMULATIVE RESERVE FUND	15.63
1970	FIRE/EMS FUND	199,509.24
1980	DEFINED CONTRIBUTION ADMIN FND	2.23
3200	ARTERIAL STREET FUND	212,200.45
3499	CAPITAL IMPROVEMENTS 1999	4.47
4100	WATER DIVISION	207,655.16
4250	INTEGRATED CAPITAL MANAGEMENT	64,245.64
4300	SEWER FUND	193,340.53
4340	WATER/WW REVENUE BOND FUND	5,001,596.74
4480	SOLID WASTE FUND	76,633.66
4490	SOLID WASTE DISPOSAL	611,305.03
4600	GOLF FUND	2,033.08
4700	DEVELOPMENT SVCS CENTER	21,292.67
5100	FLEET SERVICES FUND	242,046.09
5110	FLEET SVCS EQUIP REPL FUND	109,565.96
5200	PUBLIC WORKS AND UTILITIES	9,384.20
5300	IT FUND	259,003.73
5310	IT CAPITAL REPLACEMENT FUND	21,736.91
5400	REPROGRAPHICS FUND	2,952.75
5500	PURCHASING & STORES FUND	850.00
5600	ACCOUNTING SERVICES	26,811.89
5700	MY SPOKANE	2,204.83
5800	RISK MANAGEMENT FUND	22,065.21
5810	WORKERS' COMPENSATION FUND	53,684.63
5820	UNEMPLOYMENT COMPENSATION FUND	542.62
5830	EMPLOYEES BENEFITS FUND	1,043,982.60
5900	ASSET MANAGEMENT FUND OPS	46,300.83

FUND	FUND NAME	AMOUNT
5901	ASSET MANAGEMENT FUND CAPITAL	19,933.28
6060	EMPLOYEES' RETIREMENT FUND	1,801.64
6070	FIREFIGHTERS' PENSION FUND	75,696.90
6080	POLICE PENSION FUND	81,766.20
6960	SALARY CLEARING FUND NEW	1,745,952.10
	TOTAL:	12,212,145.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

AMERICAN SOCIETY OF COMPOSERS AUTHORS AND PUBLISHERS/ASCAP	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80045988	1,808.00
ARCHBRIGHT INC	LEGAL SERVICES ACH PMT NO. - 80046034	10,523.62
ASSN OF WASHINGTON CITIES	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80046083	99,353.00
INSLEE, BEST, DOEZIE & RYDER P.S.	LEGAL SERVICES ACH PMT NO. - 80046104	200.00
MOSS & BARNETT	LEGAL SERVICES ACH PMT NO. - 80045966	2,195.50
RANDALL & DANSKIN PS	LEGAL SERVICES CHECK NO. - 00544994	15,534.13
SESAC INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00544854	2,703.00
SPOKANE COUNTY FIRE DIST 10	EXTERNAL TAXES/OPER ASSESSMT ACH PMT NO. - 80046116	52,756.37
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80046117	47,798.80
SPOKANE COUNTY TREASURER	ELECTION EXPENSES ACH PMT NO. - 80046207	67,582.45
SPOKANE COUNTY TREASURER	LEGAL SERVICES ACH PMT NO. - 80046207	1,077.48
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES ACH PMT NO. - 80046117	53,793.32
SPOKANE COUNTY TREASURER	VOTER REGISTRATION EXPENSE ACH PMT NO. - 80046207	195,564.06
SPOKANE REGIONAL CLEAN AIR AGENCY	OTHER INTERGOVT SERVICES CHECK NO. - 00544996	72,790.50
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80046123	4,062.50
TOTAL FOR 0020 - NONDEPARTMENTAL		627,742.73

0030 - POLICE OMBUDSMAN

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	150.00
T-MOBILE	CELL PHONE CHECK NO. - 00544859	106.88

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	571.18

TOTAL FOR 0030 - POLICE OMBUDSMAN		828.06

0100 - GENERAL FUND

CATHOLIC CHARITIES	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80045952	5,754.99
CRAIG MEIDL OR JUSTIN LUNDGREN CRAIG MEIDL TRUSTEE	PETTY CASH-POLICE CHECK NO. - 00544995	4,000.00
ROTO ROOTER 6214 E ALKI AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00544610	290.00
SIMTECH SOLUTIONS INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80045972	2,445.00
SPECIALTY ENVIRONMENTAL GROUP 2626 E TRENT AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00544606	75.00
SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00544856	1,320.61
SPOKANE EASTSIDE REUNION ASSOC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00544842	4,922.59
SPOKANE HOUSING AUTHORITY DBA NE WASHINGTON HOUSING	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80046209	12,041.70
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80045973	14,931.38
VERIZON WIRELESS BELLEVUE	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80046026	55.42
VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80046216	10,286.21
WA STATE PATROL	DEPOSIT-SPD STATE REMITTANCE CHECK NO. - 00545030	5,394.00
WA STATE TREASURER	DEPOSIT-STATE BLDG CODE FEE CHECK NO. - 00544863	823.50
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80045982	7,918.42
TOTAL FOR 0100 - GENERAL FUND		70,258.82

0230 - CIVIL SERVICE

ASSOCIATED INDUSTRIES OF THE INLAND NORTHWEST	CONTRACTUAL SERVICES CHECK NO. - 00544599	3,900.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	645.00
SPOKANE POLICE GUILD ATTN: SARGEANT PAUL CARPENTER	OPERATING SUPPLIES CHECK NO. - 00544885	165.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00544819	1,960.30
	TOTAL FOR 0230 - CIVIL SERVICE	6,670.30

0260 - CITY CLERK

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80045997	4.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	240.00
NORTHWEST VITAL RECORDS CENTER INC	CONTRACTUAL SERVICES ACH PMT NO. - 80046196	3,524.35
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	1,088.52
	TOTAL FOR 0260 - CITY CLERK	4,857.35

0300 - HUMAN SERVICES

DESIGNER DECAL INC	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80045883	5,885.12
LUTHERAN COMMUNITY SERVICES NW	CONTRACTUAL SERVICES ACH PMT NO. - 80046184	7,058.04
	TOTAL FOR 0300 - HUMAN SERVICES	12,943.16

0320 - COUNCIL

DOWNTOWN SPOKANE VENTURES ASSC dba UNIVERSITY DISTRICT	CONTRACTUAL SERVICES ACH PMT NO. - 80046129	10,000.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	600.00
LUKE ESSER	PROFESSIONAL SERVICES ACH PMT NO. - 80045960	2,500.00
NICHOLAS ANTHONY FEDERICI	PROFESSIONAL SERVICES ACH PMT NO. - 80046142	2,500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	1,507.41

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046214	318.30
	TOTAL FOR 0320 - COUNCIL	17,425.71

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ARCHIVESOCIAL INC	CONTRACTUAL SERVICES ACH PMT NO. - 80045948	416.56

ARCHIVESOCIAL INC	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80045948	11,571.44
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	505.00
MICHAEL E LAVELLE	LOCAL MILEAGE CHECK NO. - 00544878	96.30
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	1,829.93
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80045942	137.87
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80046026	40.01
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		14,597.11

0350 - COMMUNITY CENTERS

SOUTHWEST SPOKANE COMMUNITY CENTER	CONTRACTUAL SERVICES ACH PMT NO. - 80045926	3,091.71
TOTAL FOR 0350 - COMMUNITY CENTERS		3,091.71

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80046033	62.68
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80046040	265.64
DAVID E ST PIERRE	TUITION REIMBURSEMENT ACH PMT NO. - 80045986	1,176.00
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80046091	7,251.96
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	3,360.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INLAND EMPIRE UTILITY COORDINATING COUNCIL INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80046005	4,266.25
SIMPSON ENGINEERS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80046019	850.00
T-MOBILE	CELL PHONE CHECK NO. - 00544859	99.92
T-MOBILE	IT/DATA SERVICES CHECK NO. - 00544859	123.48
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	12,144.98

WESTERN GLOVE INC	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80046136	4,636.35
TOTAL FOR 0370 - ENGINEERING SERVICES		34,237.26

0410 - FINANCE

GRAVITON CONSULTING SERVICES	CONTRACTUAL SERVICES CHECK NO. - 00544830	2,000.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	755.00
PENNY C BROWN	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80046220	230.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	2,627.53
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046026	189.32
TOTAL FOR 0410 - FINANCE		5,801.85

0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	150.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	935.79
TOTAL FOR 0430 - GRANTS MANAGEMENT		1,085.79

0450 - COMM & NEIGHBHD SVCS DIVISION

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	150.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JONATHAN MALLAHAN	PER DIEM CHECK NO. - 00544839	28.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	590.28
WORLD RELIEF CORP OF NATIONAL ASSOC OF EVANGELICALS	REGISTRATION/SCHOOLING CHECK NO. - 00544866	70.00
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION		838.28

0470 - HISTORIC PRESERVATION

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80045995	89.92
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00544801	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	289.01
TOTAL FOR 0470 - HISTORIC PRESERVATION		478.93

0500 - LEGAL

BRIDGET A COFFEY 4606 N MONROE ST	WITNESS FEES CHECK NO. - 00544879	12.89
CERTIFIED SECURITY SYSTEMS SPOKANE SECURITY SYSTEMS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80046162	16.32
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80046093	17.92
EASTERN WASHINGTON ATTORNEY SERVICES INC	JUDGEMENTS/DAMAGES CHECK NO. - 00544870	65.00
EASTERN WASHINGTON ATTORNEY SERVICES INC	LEGAL SERVICES CHECK NO. - 00544851	50.00
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80046003	54.22
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	1,855.00
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80046007	3,728.00
KEVIN E KILGORE 200 N BERNARD	WITNESS FEES CHECK NO. - 00544880	21.13
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80046010	10.39

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80046117	57.62
TAISIA MOGA	INTERPRETER COSTS CHECK NO. - 00544881	600.00
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80046023	4,323.44
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	8,103.76
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046061	55.42
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80046026	40.01
TOTAL FOR 0500 - LEGAL		19,011.12

0520 - MAYOR

DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80046043	91.38
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	190.00
RAINMAKER DBA RAINPRESS	PROMOTIONAL SUPPLIES CHECK NO. - 00545021	1,199.97
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	1,903.95
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80045942	370.11
TOTAL FOR 0520 - MAYOR		3,755.41

0550 - NEIGHBORHOOD SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	235.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	905.53
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		1,140.53

0560 - MUNICIPAL COURT

ADMINISTRATIVE OFFICE OF THE COURTS	REGISTRATION/SCHOOLING CHECK NO. - 00544988	80.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DMCMA TREASURER C/O JUDY LY	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00544991	300.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	1,571.00
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80045833	933.98
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80045977	343.44
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	7,577.50
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046026	520.65
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80046026	40.01
WA STATE TREASURER	AUTO THEFT PREVENTION CHECK NO. - 00544863	5,160.23
WA STATE TREASURER	BLOOD/BREATH TEST FEE CHECK NO. - 00544863	199.80

WA STATE TREASURER	DEATH INVESTIGATIONS CHECK NO. - 00544863	196.46
WA STATE TREASURER	HIGHWAY SAFETY CHECK NO. - 00544863	411.55
WA STATE TREASURER	JIS ACCOUNT CHECK NO. - 00544863	13,479.18
WA STATE TREASURER	PSEA (SHB 1869) CHECK NO. - 00544863	22,290.52
WA STATE TREASURER	PSEA3 CHECK NO. - 00544863	724.38
WA STATE TREASURER	SCHOOL ZONE SAFETY CHECK NO. - 00544863	228.12
WA STATE TREASURER	SPECIAL ASSESSMENT CHECK NO. - 00544863	39,898.11
WA STATE TREASURER	TRAUMATIC BRAIN INJ/TRAUMA CHECK NO. - 00544863	3,779.82
WA STATE TREASURER	VEHICLE LICENSE FRAUD CHECK NO. - 00544863	13.89
WA STATE TREASURER	WSP HIGHWAY CHECK NO. - 00544863	1,111.65
TOTAL FOR 0560 - MUNICIPAL COURT		98,860.29

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	160.00
MATTHEW BENDER & CO INC DBA LEXIS NEXIS MATTHEW BENDER	PUBLICATIONS CHECK NO. - 00544993	296.05
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80046128	278.53
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	481.82
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046131	57.85
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,274.25

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	551.26
LISA RAE RICHARDS	LOCAL MILEAGE ACH PMT NO. - 80046223	122.46
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	2,048.75

VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046061	183.55
	TOTAL FOR 0620 - HUMAN RESOURCES	2,906.02

0650 - PLANNING SERVICES

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80045995	755.12
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	970.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	3,141.25
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80045942	57.85
WORLD RELIEF CORP OF NATIONAL ASSOC OF EVANGELICALS	REGISTRATION/SCHOOLING CHECK NO. - 00544866	35.00
	TOTAL FOR 0650 - PLANNING SERVICES	4,959.22

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0680 - POLICE

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	HRA-POST EMPLOYMENT ACH PMT NO. - 80045813	11,500.00
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80046145	96.00
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80046032	1,242.27
ALLIED SAFE & VAULT CO INC DBA ALLIED FIRE AND SECURITY	OPERATING SUPPLIES ACH PMT NO. - 80045864	59.85
ANYTIME TOWING & RECOVERY	TOWING EXPENSE ACH PMT NO. - 80045868	141.44
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80046153	803.90
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80046156	1,864.14
CITY OF LIBERTY LAKE	OTHER INTERGOVT SERVICES CHECK NO. - 00545008	9,841.70
COMCAST	IT/DATA SERVICES CHECK NO. - 00544792	106.17
COPIERS NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80046164	97.44
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80046164	124.45

CRAIG MEIDL OR JUSTIN LUNDGREN CRAIG MEIDL TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00545024	2,540.00
CRAIG N MEIDL	PER DIEM CHECK NO. - 00544613	12.00
DATABANK IMX LLC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80046166	15,810.75
DR LOUIS C SOWERS	MEDICAL SERVICES ACH PMT NO. - 80046206	900.00
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80045892	88.11
GALLS LLC	CLOTHING ACH PMT NO. - 80046174	3,128.12
GALLS LLC	OPERATING SUPPLIES ACH PMT NO. - 80046174	182.79
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80046174	223.09

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80046177	563.35
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	70,060.34
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80045830	68.00
LAURI LUCAS	CONTRACTUAL SERVICES ACH PMT NO. - 80046183	3,064.55
LEXIS-NEXIS RISK & ANALYTICS GROUP ACCURINT-ACCT 1189340	BACKGROUND CHECKS ACH PMT NO. - 80046182	83.78
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80045908	500.00
M SCHRODER LLC DBA ROUSE'S TOWING & RECOVERY	TOWING EXPENSE ACH PMT NO. - 80045924	70.72
NEXTEL COMMUNICATIONS	MOBILE BROADBAND CHECK NO. - 00545019	455.64
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80046197	411.75
RENEGADE TOWING LLC	TOWING EXPENSE ACH PMT NO. - 80045922	88.40
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80046112	1,985.60
SENSKE PEST CONTROL SENSKE LAWN & TREE CARE	SNOW REMOVAL SERVICES ACH PMT NO. - 80046112	462.40
SPOKANE COUNTY TREASURER	OPERATING RENTALS/LEASES ACH PMT NO. - 80046207	152.76

SPOKANE COUNTY TREASURER	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80046058	150.00
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES ACH PMT NO. - 80046207	1,664.98
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80046207	748.58
SPOKANE POLICE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00545023	89.94
SPOKANE POLICE DEPARTMENT IMPREST FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00545023	6.25
T & T AUTOMOTIVE & TOWING	TOWING EXPENSE ACH PMT NO. - 80045935	212.16
T-MOBILE	MOBILE BROADBAND CHECK NO. - 00545027	20.38

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00545028	105.04
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	36,962.49
VERIZON WIRELESS BELLEVUE	MOBILE BROADBAND ACH PMT NO. - 80046214	124.84
VERIZON WIRELESS LERT B	PROFESSIONAL SERVICES ACH PMT NO. - 80046215	50.00
WA STATE CRIMINAL JUSTICE TRAINING COMMISSION	REGISTRATION/SCHOOLING ACH PMT NO. - 80046217	1,500.00
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENISION LEOFF II 3.5% CHECK NO. - 00544635	2,178.16
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00544825	625.00
WILLIAM MARSHALL	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80046187	124.51
WILLIAMS TOWING & RECOVERY LLC	TOWING EXPENSE ACH PMT NO. - 80046030	176.80
XO COMMUNICATIONS INC C/O VERIZON	ALARM/SECURITY SERVICES ACH PMT NO. - 80045859	33.97
TOTAL FOR 0680 - POLICE		171,502.61

0690 - PROBATION SERVICES

ABSOLUTE DRUG TESTING LLC	PROFESSIONAL SERVICES ACH PMT NO. - 80046077	110.00
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80046093	4.48
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE	

	ACH PMT NO. - 80045891	9.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	700.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	2,340.81
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80045851	173.31
TOTAL FOR 0690 - PROBATION SERVICES		3,338.10

0700 - PUBLIC DEFENDER

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80045990	37.00
A-1 SERVICE	LAUNDRY/JANITORIAL SERVICES CHECK NO. - 00544627	1,320.00
CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80045957	3,503.50
DAVID M MILLER MILLER & PROTHERO-ATTORNEYS	LEGAL SERVICES ACH PMT NO. - 80046190	327.75
FRANCIS ADEWALE	PARKING/TOLLS (LOCAL) CHECK NO. - 00544868	64.75
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	1,385.00
JO BLANEY DBA SIERRA TRANSCRIPTION	LEGAL SERVICES CHECK NO. - 00544855	1,504.00
MATTHEW BENDER & CO INC DBA LEXIS NEXIS MATTHEW BENDER	PUBLICATIONS ACH PMT NO. - 80046011	413.24
SPOKANE COUNTY TREASURER	MISC SERVICES/CHARGES ACH PMT NO. - 80046020	4.25
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80046023	226.30
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	6,090.02
WA STATE BAR ASSOCIATION	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00544862	9,575.00
TOTAL FOR 0700 - PUBLIC DEFENDER		24,450.81

0750 - ECONOMIC DEVELOPMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	100.00
INLAND NORTHWEST BUSINESS ALLIANCE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00544853	700.00

NATIONAL COUNCIL FOR COM DEV NATIONAL DEVELOPMENT COUNCIL	CONTRACTUAL SERVICES ACH PMT NO. - 80045913	3,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	780.03
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80045942	40.01
WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY	CONTRACTUAL SERVICES CHECK NO. - 00544865	60,000.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0750 - ECONOMIC DEVELOPMENT	64,620.04

0970 - INTERNAL SERVICE CHARGES

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	3,084.52
TOTAL FOR 0970 - INTERNAL SERVICE CHARGES		3,084.52

1100 - STREET FUND

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80045990	33.62
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	4,711.00
INLAND EMPIRE UTILITY COORDINATING COUNCIL INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80046005	4,266.25
NARWHAL MET LLC dba WEATHERNET LLC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80045946	445.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	547.22
ROADWISE INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045923	88,937.84
ROBERT B TURNER	LOCAL MILEAGE ACH PMT NO. - 80046059	218.28
SPOKANE COUNTY WATER DIST NO 3	PUBLIC UTILITY SERVICE CHECK NO. - 00544814	25.64
STREET DEPT IMPREST FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00544858	6.25
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	23,302.97
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046026	173.55
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80046026	39.02

TOTAL FOR 1100 - STREET FUND		122,706.64

1200 - CODE ENFORCEMENT FUND

CARRIE L PAETSCH DBA NORTH COUNTRY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80046109	5,662.06

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CRITTER CONTROL OF GREATER SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80046165	645.00
DOWNTOWN SPOKANE PARTNERSHIP	CONTRACTUAL SERVICES ACH PMT NO. - 80045886	68.21
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	570.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	51.37
SHERWIN WILLIAMS CO	OPERATING SUPPLIES ACH PMT NO. - 80046018	208.61
SPOKANE COUNTY TREASURER	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80046020	450.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	2,462.28
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		10,117.53

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	2,305.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	250.16
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	13,070.46
TOTAL FOR 1300 - LIBRARY FUND		15,625.62

1350 - PENSION CONTRIBUTIONS FUND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	290.36
TOTAL FOR 1350 - PENSION CONTRIBUTIONS FUND		290.36

1360 - MISCELLANEOUS GRANTS FUND

VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046026	55.42
VERIZON WIRELESS BELLEVUE	GRANT CASH PASS THRU ACCOUNT	

	ACH PMT NO. - 80046026	55.42-
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		0.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1380 - TRAFFIC CALMING MEASURES

AMERICAN TRAFFIC SOLUTIONS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80046151	62,310.25
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	107.21
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		62,417.46

1400 - PARKS AND RECREATION FUND

GRAPHIC ART PRODUCTIONS DBA FASTSIGNS	PRINTING/BINDING/REPRO ACH PMT NO. - 80045823	535.61
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	3,559.80
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	1,154.75
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	17,826.42
TOTAL FOR 1400 - PARKS AND RECREATION FUND		23,076.58

1450 - UNDER FREEWAY PARKING FUND

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80046036	3,639.49
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	4.47
TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		3,643.96

1460 - PARKING METER REVENUE FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	668.15
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	118.38
PASSPORT LABS INC	BANK FEES ACH PMT NO. - 80046110	1,785.90
PROFESSIONAL ACCOUNT MANAGEMENT LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80046203	12,070.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	2,554.04

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046026	13.58
TOTAL FOR 1460 - PARKING METER REVENUE FUND		17,210.55

1510 - SPOKANE RGL EMERG COM SYS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	100.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	4.47
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	284.07
TOTAL FOR 1510 - SPOKANE RGL EMERG COM SYS		388.54

1540 - HUMAN SERVICES GRANTS FUND

CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80045952	2,243.00
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80045973	14,931.38
SPOKANE NEIGHBORHOOD ACTION PARTNERS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80045973	14,931.38-
VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	CONTRACTUAL SERVICES ACH PMT NO. - 80046216	5,139.27
VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80046216	3,499.98-
TOTAL FOR 1540 - HUMAN SERVICES GRANTS FUND		3,882.29

1541 - CONTINUUM OF CARE

CATHOLIC CHARITIES	CONTRACTUAL SERVICES ACH PMT NO. - 80045952	5,754.99
CATHOLIC CHARITIES	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80045952	5,754.99-
SIMTECH SOLUTIONS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80045972	2,445.00
SIMTECH SOLUTIONS INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80045972	2,445.00-
VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	CONTRACTUAL SERVICES ACH PMT NO. - 80045979	6,786.23

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VOLUNTEERS OF AMERICA OF EASTERN WA & N IDAHO	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80045979	6,786.23-
TOTAL FOR 1541 - CONTINUUM OF CARE		0.00

1560 - FORFEITURES & CONTRIBUTION FND

CRAIG MEIDL OR JUSTIN LUNDGREN CRAIG MEIDL TRUSTEE	CONFIDENTIAL FUNDS CHECK NO. - 00545024	2,120.00
DECOURCY HODER INC HOQUIAM LICENSING & TRANSP	MISC SERVICES/CHARGES CHECK NO. - 00544840	102.50
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		2,222.50

1570 - INTERMODAL FACILITY OPERATION

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	13.40
TOTAL FOR 1570 - INTERMODAL FACILITY OPERATION		13.40

1590 - HOTEL/MOTEL TAX FUND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	109.44
SPOKANE PUBLIC FACILITIES DISTRICT	IG PAYMENT FROM FED/STATE/LOCL ACH PMT NO. - 80045932	354,418.51
SPOKANE REGIONAL SPORTS COMMISSION	CONTRACTUAL SERVICES ACH PMT NO. - 80045974	3,333.34
TOTAL FOR 1590 - HOTEL/MOTEL TAX FUND		357,861.29

1610 - REAL ESTATE EXCISE TAX FUND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	120.61
TOTAL FOR 1610 - REAL ESTATE EXCISE TAX FUND		120.61

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	823.25
QUEEN B RADIO INC dba KXLY BROADCAST GROUP	ADVERTISING CHECK NO. - 00545010	4,920.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY

EMP BENEFITS (CITY)	CHECK NO. - 00544819	208.48
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENISION LEOFF II 3.5% CHECK NO. - 00544635	32.65
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		5,984.38

1630 - COMBINED COMMUNICATIONS CENTER

ACTION APPAREL	CLOTHING ALTERATIONS & REPAIRS ACH PMT NO. - 80046146	324.22
CENTURYLINK	TELEPHONE CHECK NO. - 00545007	251.93
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	1,360.40
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544804	1,124.16
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	104.98
SPOKANE COUNTY TREASURER	CELL PHONE ACH PMT NO. - 80045844	1,049.60
SPOKANE COUNTY TREASURER	IT/DATA SERVICES ACH PMT NO. - 80045844	74.86
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80045844	1,223.32
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80045817	1,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	4,990.52
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		11,503.99

1640 - COMMUNICATIONS BLDG M&O FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80046037	8,313.94
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80046037	1,087.36
FOUR SEASONS LANDSCAPING INC	SNOW REMOVAL SERVICES ACH PMT NO. - 80046096	87.04
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	49.14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00544886	909.73
SPOKANE CITY TREASURER	STORMWATER FEES CHECK NO. - 00544886	358.32

SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00544886	407.13
	TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND	11,212.66

1680 - CD/HS OPERATIONS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	525.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	663.36
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	3,065.60
	TOTAL FOR 1680 - CD/HS OPERATIONS	4,253.96

1690 - COMM DEVELOPMENT BLOCK GRANTS

SPOKANE EASTSIDE REUNION ASSOC	CONTRACTUAL SERVICES CHECK NO. - 00544842	4,922.59
SPOKANE EASTSIDE REUNION ASSOC	GRANT CASH PASS THRU ACCOUNT CHECK NO. - 00544842	4,922.59-
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	CONTRACTUAL SERVICES ACH PMT NO. - 80045982	7,918.42
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80045982	7,918.42-
	TOTAL FOR 1690 - COMM DEVELOPMENT BLOCK GRANTS	0.00

1695 - CDBG REVOLVING LOAN FUND

EASTERN WASHINGTON UNIVERSITY STUDENT FINANCIAL SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80045959	2,166.67
JOANNA MYERS 5004 N STEVENS ST	COLLECTION OF REVOLVING LOANS CHECK NO. - 00544877	1,144.19
JOANNA MYERS 5004 N STEVENS ST	INTEREST ON CONT/NOTES/AR CHECK NO. - 00544877	29.33
	TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND	3,340.19

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

1710 - HOME PROGRAM

MELINDA SPOHN 3805 WEST BROAD AVE	COLLECTION OF REVOLVING LOANS CHECK NO. - 00544876	236.89
MELINDA SPOHN 3805 WEST BROAD AVE	INTEREST ON CONT/NOTES/AR CHECK NO. - 00544876	7.54
SPOKANE HOUSING AUTHORITY	CONTRACTUAL SERVICES	

DBA NE WASHINGTON HOUSING	ACH PMT NO. - 80046209	12,041.70
SPOKANE HOUSING AUTHORITY	GRANT CASH PASS THRU ACCOUNT	
DBA NE WASHINGTON HOUSING	ACH PMT NO. - 80046209	12,041.70-
	TOTAL FOR 1710 - HOME PROGRAM	244.43

1910 - CRIMINAL JUSTICE ASSISTANCE FD

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	CHECK NO. - 00545020	145.18
	TOTAL FOR 1910 - CRIMINAL JUSTICE ASSISTANCE FD	145.18

1940 - CHANNEL FIVE EQUIPMENT RESERVE

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	CHECK NO. - 00545020	6.70
	TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE	6.70

1950 - PARK CUMULATIVE RESERVE FUND

OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	CHECK NO. - 00545020	15.63
	TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND	15.63

1970 - FIRE/EMS FUND

ALPHA WIRELESS AUTOMATION	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80046147	494.00
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES	
	ACH PMT NO. - 80046149	371.36
ANATEK LABS INC	REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80045989	640.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80046037	17,648.14

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80046037	13,535.44
BRIDGESTONE AMERICAS INC	VEHICLE REPAIR & MAINT SUPPLY	
dba GCR TIRES & SERVICE	ACH PMT NO. - 80046158	3,482.01
BRIDGESTONE AMERICAS INC	VEHICLE REPAIRS/MAINT	
dba GCR TIRES & SERVICE	ACH PMT NO. - 80045876	667.92
CAMTEK INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80045819	293.76
CENTURYLINK	TELEPHONE	

	CHECK NO. - 00545007	532.53
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80045955	1,256.73
CW NIELSEN MFG CORP	CLOTHING	
	ACH PMT NO. - 80045879	6,916.42
DAN BARTON ENTERPIRSES INC	VEHICLE REPAIRS/MAINT	
DBA ACE HARDWARE WANDERMERE	ACH PMT NO. - 80045996	194.27
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80046093	8.96
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY	
	ACH PMT NO. - 80045998	92.04
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80046001	124.68
FIKES NORTHWEST INC/DIV OF	OPERATING SUPPLIES	
VIKING LOGIC INC	ACH PMT NO. - 80046003	43.34
GALLS LLC	CLOTHING	
	ACH PMT NO. - 80046097	815.97
GENERAL FIRE EXTINGUISHER	EQUIPMENT REPAIRS/MAINTENANCE	
SERVICE INC	CHECK NO. - 00544852	85.41
HRA VEBA TRUST	VEBA POST EMPLOYMENT	
HRA VEBA TRUST CONTRIBUTIONS	ACH PMT NO. - 80045815	500.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00544801	11,144.35
ING LIFE INSURANCE & ANNUITY	DEFERRED COMPENSATION-MATCHING	
OR CITY OF SPOKANE TREAURER	CHECK NO. - 00544804	39,268.79
INLAND EMPIRE FIRE CHIEFS ASSN	REGISTRATION/SCHOOLING	
C/O SPOKANE FIRE DEPT	CHECK NO. - 00544992	1,000.00
JAMES J SCHAFFER	MINOR EQUIPMENT	
	ACH PMT NO. - 80046071	78.33
JASON WEBSTER	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80046076	125.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

L N CURTIS & SONS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80045832	488.88
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80045832	1,966.07
LAKEYLAND INC DBA	EQUIPMENT REPAIRS/MAINTENANCE	
NORTHWEST SAFETY CLEAN	ACH PMT NO. - 80046049	74.67
LEE M VENNING	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80046075	125.00
LIGHTHOUSE UNIFORMS INC	CLOTHING	
	ACH PMT NO. - 80045907	163.18
M SCHRODER LLC	VEHICLE REPAIRS/MAINT	
DBA ROUSE'S TOWING & RECOVERY	ACH PMT NO. - 80045840	87.58

MOLESWORTH ENTERPRISES INC DBA ATLANTIS AQUATICS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80046035	342.72
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	CLOTHING ACH PMT NO. - 80045834	817.01
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00544637	314.43
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80045836	588.25
NW EMERGENCY VEHICLE GRAPHICS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80046014	968.32
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80046050	3,054.75
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	1,331.20
PEARSON PACKAGING SYSTEMS ATTN: DAVE FODE	PUBLIC SAFETY LICENSE/PERM CHECK NO. - 00544874	19.00
SPOKANE CITY TREASURER	PUBLIC UTILITY SERVICE CHECK NO. - 00544886	714.79
SPOKANE CITY TREASURER	STORMWATER FEES CHECK NO. - 00544886	153.56
SPOKANE CITY TREASURER	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00544886	174.48
SPOKANE COUNTY EMS COUNCIL	EMS PROGRAM DIRECTOR ACH PMT NO. - 80046118	47,489.70
SPOKANE FIRE DEPARTMENT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00544632	32.63
SPOKANE FIRE DEPARTMENT IMPREST FUND	POSTAGE CHECK NO. - 00544632	13.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE FIRE DEPARTMENT IMPREST FUND	PUBLICATIONS CHECK NO. - 00544632	35.00
SPOKANE FIRE DEPARTMENT IMPREST FUND	REGISTRATION/SCHOOLING CHECK NO. - 00544632	78.75
SPOKANE FIRE DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00544632	54.77
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80045817	13,100.00
STERICYCLE INC STERICYCLE OF WA (BC)	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80046021	1,452.83
SWANSON'S REFRIGERATION & RESTAURANT REPAIR	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00544633	44.88
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80046022	76.06

TORRE REFUSE & RECYCLING DBA SUNSHINE DISPOSAL &	UTIL GARBAGE/WASTE REMOVAL CHECK NO. - 00545025	172.39
TRI AIR TESTING INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80046024	520.00
UNIFIRE POWER BLOWERS INC c/o TRIUMPH BUSINESS CAPITAL	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80046213	48.96
UNIFIRE POWER BLOWERS INC c/o TRIUMPH BUSINESS CAPITAL	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80046213	2.20
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	24,365.40
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENISION LEOFF II 3.5% CHECK NO. - 00544635	52.49
WHEELER INDUSTRIES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80045856	103.36
WILDROSE LTD dba WILDROSE GRAPHICS	CLOTHING ACH PMT NO. - 80045858	1,128.91
XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80046031	33.97
TOTAL FOR 1970 - FIRE/EMS FUND		199,509.24

1980 - DEFINED CONTRIBUTION ADMIN FND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	2.23
TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND		2.23

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

3200 - ARTERIAL STREET FUND

ALTA PLANNING AND DESIGN INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045866	3,902.84
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80046042	163.28
ECO COUNTER INC	MACHINERY/EQUIPMENT ACH PMT NO. - 80046045	16,430.00
EPIC LAND SOLUTIONS INC	RIGHT OF WAY ACH PMT NO. - 80045999	8,781.25
GARCO CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80046098	25,386.99
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80046181	42,986.66
L & L CARGILE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80046009	108,203.76
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	1,418.30

THAXTON PARKINSON PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045937	1,470.00
WA STATE DEPT OF REVENUE	MACHINERY/EQUIPMENT -	1,445.84
WA STATE DEPT/TRANSPORTATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80046062	2,011.53
TOTAL FOR 3200 - ARTERIAL STREET FUND		212,200.45

3499 - CAPITAL IMPROVEMENTS 1999

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	4.47
TOTAL FOR 3499 - CAPITAL IMPROVEMENTS 1999		4.47

4100 - WATER DIVISION

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80046078	449.65
ACTION MATERIALS	PAVING REPAIRS/MAINTENANCE ACH PMT NO. - 80046079	453.17
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80045867	156.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80046153	506.00
CALL REALTY PO BOX 141928	REFUNDS CHECK NO. - 00544831	45.95
CITY OF SPOKANE VALLEY	PERMITS/OTHER FEES CHECK NO. - 00544990	110.00
COPIERS NORTHWEST INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80046089	219.26
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80045899	21,501.60
COURTNEY SMITH 2828 W GARDNER AVE	REFUNDS CHECK NO. - 00544602	294.72
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80046167	1,000.00
ESTER EVANS 1304 N MAMER RD APT A204	REFUNDS CHECK NO. - 00544601	80.25
EVERGREEN RURAL WATER OF WA	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80046094	700.00
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80045890	1,676.93

H A TOMBARI LLC 2510 E 37TH AVE	REFUNDS CHECK NO. - 00544832	98.48
HEARN BROS PRINTING INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80046048	419.97
HORIZON DISTRIBUTORS	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00544799	462.35
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	7,496.00
IDAHO WASHINGTON AQUIFER COLLABORATIVE INC	CONTRACTUAL SERVICES CHECK NO. - 00544872	5,000.00
INLAND EMPIRE UTILITY COORDINATING COUNCIL INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80046005	4,266.25
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80045902	568.28
ITRON INC	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80045905	111,237.12
J LYNETTE FREEMAN 4320 W DESKA DR APT 308	REFUNDS CHECK NO. - 00544833	47.75
JERRY KLEIN PO BOX 30642	REFUNDS CHECK NO. - 00544838	1,765.99

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JUDITH R HERDA 609 N DARTMOUTH RD	REFUNDS CHECK NO. - 00544604	373.08
LEONARD PAGE 2927 ROCKY MOUNTAIN DRIVE	REFUNDS CHECK NO. - 00544834	365.87
MICHAEL H SMITH 13308 46TH AVE SE #208	REFUNDS CHECK NO. - 00545012	38.33
MORAN FENCE INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80046107	960.83
NORCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80045914	34.47
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	1,052.00
OXARC INC	OPERATING SUPPLIES ACH PMT NO. - 80046016	2,184.49
QLT CONSUMER LEASE SERVICES INC	TELEPHONE CHECK NO. - 00544813	14.92
RADESKY CONSTRUCTION 12402 N DIVISION SUITE 369	REFUNDS CHECK NO. - 00544835	338.00
RHONDA FAIR 8210 E KNOX AVE	REFUNDS CHECK NO. - 00544836	43.12
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00544841	1,980.00

SPOKANE COUNTY ENVIRONMENTAL ACCT# 035768/107884	REFUNDS CHECK NO. - 00544605	241.01
SPOKANE COUNTY TREASURER	PERMITS/OTHER FEES ACH PMT NO. - 80045844	40.92
STANDARD DIGITAL PRINT CO INC DBA STANDARD PRINTWORKS	PRINTING/BINDING/REPRO ACH PMT NO. - 80045933	174.26
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	31,686.09
VAN NESS FELDMAN LLP	LEGAL SERVICES ACH PMT NO. - 80046060	600.00
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046061	3,076.33
WA WATER UTILITIES COUNCIL %PNWS-AWWA	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00544864	5,000.00
WATER DEPARTMENT IMPREST FUND	MINOR EQUIPMENT CHECK NO. - 00544636	91.15
WATER DEPARTMENT IMPREST FUND	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00544636	107.07

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WATER DEPARTMENT IMPREST FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00544636	18.00
WATER DEPARTMENT IMPREST FUND	PERMITS/OTHER FEES CHECK NO. - 00544636	222.00
WESCO DISTRIBUTION INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80046133	457.50
TOTAL FOR 4100 - WATER DIVISION		207,655.16

4250 - INTEGRATED CAPITAL MANAGEMENT

CORNER BOOTH MEDIA	EVENT PROMOTIONS ACH PMT NO. - 80046041	990.00
COURTNEY SMITH 2828 W GARDNER AVE	REFUNDS CHECK NO. - 00544602	27.89
DOLLAR RENT A CAR ATT:CLAIMS	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00545017	218.08
EPIC LAND SOLUTIONS INC	RIGHT OF WAY ACH PMT NO. - 80045999	2,868.75
ESTER EVANS 1304 N MAMER RD APT A204	REFUNDS CHECK NO. - 00544601	0.42
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80046175	8,854.38
GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045896	9,258.02
HALME CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS	

	ACH PMT NO. - 80046101	29,294.20
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	725.00
J LYNETTE FREEMAN 4320 W DESKA DR APT 308	REFUNDS CHECK NO. - 00544833	24.50
KARA HEATHERLY	LOCAL MILEAGE ACH PMT NO. - 80046221	41.20
L & L CARGILE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80046009	321.41
MICHAEL TERRELL LANDSCAPE ARCHITECTURE PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045912	1,590.40
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	4,811.07
RHONDA FAIR 8210 E KNOX AVE	REFUNDS CHECK NO. - 00544836	22.31

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY ENVIRONMENTAL ACCT# 035768/107884	REFUNDS CHECK NO. - 00544605	95.80
SPOKANE COUNTY TREASURER	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045930	226.60
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	2,878.29
WA STATE DEPT/TRANSPORTATION	CAPITALIZED RENTS/LEASES ACH PMT NO. - 80046132	1,997.32
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		64,245.64

4300 - SEWER FUND

COURTNEY SMITH 2828 W GARDNER AVE	REFUNDS CHECK NO. - 00544602	33.89
J LYNETTE FREEMAN 4320 W DESKA DR APT 308	REFUNDS CHECK NO. - 00544833	45.56
RHONDA FAIR 8210 E KNOX AVE	REFUNDS CHECK NO. - 00544836	27.11
SPOKANE COUNTY ENVIRONMENTAL ACCT# 035768/107884	REFUNDS CHECK NO. - 00544605	101.67
TOTAL FOR 4300 - SEWER FUND		208.23

4310 - SEWER MAINTENANCE DIVISION

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80046148	1,350.00
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80045987	1,122.08

AUTO-RAIN SUPPLY INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045871	1,167.53
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80046084	295.65
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80046084	203.15
CENTER FOR JUSTICE	CONTRACTUAL SERVICES ACH PMT NO. - 80046161	73.15
CENTURYLINK	TELEPHONE CHECK NO. - 00544790	330.24
COALITION FOR CLEAN WATER	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80046087	4,000.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80046167	500.00
EPIC LAND SOLUTIONS INC	PROFESSIONAL SERVICES ACH PMT NO. - 80045999	1,916.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	3,785.00
INLAND EMPIRE UTILITY COORDINATING COUNCIL INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80046005	4,266.25
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00544883	31.51
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80046082	165.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	641.03
SHI CORP	OPERATING SUPPLIES ACH PMT NO. - 80045841	3,723.49
STANDARD DIGITAL PRINT CO INC DBA STANDARD PRINTWORKS	PRINTING/BINDING/REPRO ACH PMT NO. - 80045933	348.52
T-MOBILE	CELL PHONE CHECK NO. - 00544859	477.76
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	14,297.87
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046061	1,829.25
WEAR-TEK INC	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80046063	1,140.00
WHITNEY EQUIPMENT COMPANY INC	TESTING SERVICES ACH PMT NO. - 80045857	1,521.57
WILLIAM R PEACOCK	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80046222	20.00

WILLIAM R PEACOCK	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80046222	23.25
WSF LLC dba WESTERN SYSTEMS &	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80046138	8,949.33
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		52,177.63

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80046148	4,200.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80045991	189.64
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80045991	59.46
BROWN AND CALDWELL	PROFESSIONAL SERVICES ACH PMT NO. - 80046159	1,460.13
CENTER FOR JUSTICE	CONTRACTUAL SERVICES ACH PMT NO. - 80046161	73.15
COALITION FOR CLEAN WATER	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80046087	4,000.00
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80045878	1,969.50
DALLY ENVIRONMENTAL LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80045880	2,353.56
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80046167	1,000.00
EUROFINS FRONTIER GLOBAL SCIENCES INC	TESTING SERVICES ACH PMT NO. - 80046172	1,040.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80046002	565.60
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	MISC SERVICES/CHARGES ACH PMT NO. - 80046003	47.45
FULCRUM ENVIRONMENTAL CONSULTING INC	PROFESSIONAL SERVICES ACH PMT NO. - 80045822	3,375.00
HACH COMPANY AMERICAN SIGMA	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80045827	2,236.81
HACH COMPANY AMERICAN SIGMA	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80045900	1,471.53
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	5,895.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80045829	6,780.96
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE	

	ACH PMT NO. - 80046006	140.40
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80045831	19,319.95
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80046150	165.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	CHECK NO. - 00545020	591.89

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OLIN CORPORATION	CHEMICAL/LAB SUPPLIES	
CHLOR ALKALI	ACH PMT NO. - 80045837	5,498.18
POLYDYNE INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80045838	20,988.00
PRORATE AND FUEL TAX	EXTERNAL TAXES/OPER ASSESSMT	
DEPT OF LICENSING	CHECK NO. - 00544889	1,073.00
SVL ANALYTICAL INC	TESTING SERVICES	
	ACH PMT NO. - 80045846	189.00
T-MOBILE	CELL PHONE	
	CHECK NO. - 00544859	11.27
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00544819	23,461.18
US DEPT OF INTERIOR/GEOLOGICAL	PROFESSIONAL SERVICES	
SURVEY/DOI-USGS	CHECK NO. - 00544820	180.00
VERIZON WIRELESS BELLEVUE	TELEPHONE	
	ACH PMT NO. - 80046026	986.49
VISIONARY COMMUNICATIONS, INC	TELEPHONE	
	CHECK NO. - 00544860	73.12
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES	
	-	1,846.94
WA STATE PARKS & RECREATION	PERMITS/OTHER FEES	
COMMISSION	CHECK NO. - 00544843	18,000.00
WCP SOLUTIONS	OPERATING SUPPLIES	
	ACH PMT NO. - 80046029	220.21
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		129,462.42

4330 - STORMWATER

DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80046167	500.00
TOTAL FOR 4330 - STORMWATER		500.00

4340 - WATER/WW REVENUE BOND FUND

CH2M HILL ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS	
	CHECK NO. - 00544989	260,714.65

CLEARWATER CONSTRUCTION & MANAGEMENT LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045993	757,655.10
COFFMAN ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80046163	145.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MWH CONSTRUCTORS INC & SLAYDEN CONSTRUCTION GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80046108	2,619,672.02
PERKINS COIE LLP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80046202	505.75
T LARIVIERE EQUIPMENT & EXCAVATION INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00544998	26,700.05
WA STATE DEPT/TRANSPORTATION	CAPITALIZED RENTS/LEASES ACH PMT NO. - 80046132	1,414.12
WALKER HALME JOINT VENTURE	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80045852	1,334,790.05
TOTAL FOR 4340 - WATER/WW REVENUE BOND FUND		5,001,596.74

4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	225.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	11.17
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	677.09
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046026	179.54
TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		1,092.80

4370 - SEWER CONSTRUCTION FUND

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	20.10
WA STATE DEPT OF ECOLOGY	INTEREST ON LONG TERM DEBT ACH PMT NO. - 80045944	3,197.34
WA STATE DEPT OF ECOLOGY	INTERGOVERNMENTAL LOANS ACH PMT NO. - 80045944	6,682.01
TOTAL FOR 4370 - SEWER CONSTRUCTION FUND		9,899.45

4480 - SOLID WASTE FUND

BURDG DUNHAM & ASSOCIATES PO BOX 157	REFUNDS CHECK NO. - 00545011	500.00

COURTNEY SMITH 2828 W GARDNER AVE	REFUNDS CHECK NO. - 00544602	16.62

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PERMA COLD ENGINEERING INC 2945 NE ARGYLE ST	REFUNDS CHECK NO. - 00545013	372.90
RHONDA FAIR 8210 E KNOX AVE	REFUNDS CHECK NO. - 00544836	17.53
SPOKANE COUNTY ENVIRONMENTAL ACCT# 035768/107884	REFUNDS CHECK NO. - 00544605	161.52
THE POVOLNY GROUP INC ATTN: KRISTIE HARRIS- A/P	REFUNDS CHECK NO. - 00544837	500.00
	TOTAL FOR 4480 - SOLID WASTE FUND	1,568.57

4490 - SOLID WASTE DISPOSAL

ACCESS UNLIMITED & SECURITY INC	ALARM/SECURITY SERVICES CHECK NO. - 00544847	172.34
AMERICAN ALLOY LLC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00544788	195.32
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80046152	3,195.00
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80046154	19,966.23
BANNER FURNACE & FUEL	OPERATING SUPPLIES ACH PMT NO. - 80045874	189.31
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80046155	52,746.80
BRENNTAG PACIFIC INC	CHEMICAL/LAB SUPPLIES CHECK NO. - 00544789	18,300.67
CHRISTOPHER D GALBREATH	LOCAL MILEAGE CHECK NO. - 00544829	37.24
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80046167	1,000.00
DICK IRVIN INC.	CONTRACTUAL SERVICES ACH PMT NO. - 80046169	4,647.86
ECOCHEM ANALYTICS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80046171	3,391.30
ECOCHEM ANALYTICS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80046171	8,013.12
ELJAY OIL CO INC	LUBRICANTS ACH PMT NO. - 80045889	892.10
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80045889	771.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

EXPONENT INC	CONTRACTUAL SERVICES CHECK NO. - 00544797	2,880.00
GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80045895	64,178.08
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80046178	2,111.06
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	3,270.00
KNIGHT CONSTRUCTION & SUPPLY INC	CONTRACTUAL SERVICES ACH PMT NO. - 80046008	312,753.86
KONECRANES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80046180	7,093.76
LECCO ENTERPRISES LLC EASTSIDE ELECTRIC MOTORS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80046170	4,341.12
LISA A BUSSE	LOCAL MILEAGE ACH PMT NO. - 80045985	49.65
MCCOY POWER CONSULTANTS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80046188	6,250.00
NARWHAL MET LLC dba WEATHERNET LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80045946	1,300.00
NATIONAL COLOR GRAPHICS INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80046193	2,441.47
NORCO INC	OPERATING SUPPLIES ACH PMT NO. - 80045836	1,476.47
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	719.20
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80046198	655.00
ONLINE CLEANING SERVICES	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80046199	6,092.80
SAFWAY SERVICES INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80046204	34,229.07
SIMPLEXGRINNELL LP	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80046205	15,666.66
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES ACH PMT NO. - 80046207	1,246.74
TESTAMERICA LABORATORIES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80046212	6,090.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	18,465.06

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ZAMPELL REFRACTORIES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80046219	6,475.78
	TOTAL FOR 4490 - SOLID WASTE DISPOSAL	611,305.03

4500 - SOLID WASTE COLLECTION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80045818	1,905.13
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80045873	3,446.58
BARR-TECH LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80045950	2,457.78
CENTURYLINK	TELEPHONE CHECK NO. - 00544848	54.99
COMCAST	PUBLIC UTILITY SERVICE CHECK NO. - 00544850	255.23
CRAMBLIT INC dba HOTSY OF SPOKANE	OPERATING SUPPLIES ACH PMT NO. - 80045901	1,768.00
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80046167	1,000.00
GALLOWAY PROPERTY MAINT INC	SNOW REMOVAL SERVICES CHECK NO. - 00544600	3,979.54
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	5,080.00
INLAND ELEVATOR LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80046004	170.04
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	1,127.94
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80046210	326.38
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	20,593.96
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00544890	139,531.66
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS CHECK NO. - 00544890	106,632.14-
	TOTAL FOR 4500 - SOLID WASTE COLLECTION	75,065.09

4600 - GOLF FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	301.20

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	93.81
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	1,638.07
TOTAL FOR 4600 - GOLF FUND		2,033.08

4700 - DEVELOPMENT SVCS CENTER

ADELA CRUZ CASTRO 1903 N NELSON	PERMIT REFUNDS PAYABLE CHECK NO. - 00544608	73.00
ADT LLC 16810 E EUCLID AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00544609	30.00
BUILD SMART NORTHWEST INC 8117 N DIVISION ST STE D	PERMIT REFUNDS PAYABLE CHECK NO. - 00545014	300.00
BUILDING RESOURCES INC 4290 W CHINDEN BLVD STE B	PERMIT REFUNDS PAYABLE CHECK NO. - 00544611	25.00
CURTIS HARRIS C/O KIEMLE & HAGOOD	PERMIT REFUNDS PAYABLE CHECK NO. - 00545015	48.00
HONG HUANG 9116 E SPRAGUE AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00544875	25.00
H&S CONSTRUCTION LLC 11817 E VALLEYWAY	PERMIT REFUNDS PAYABLE CHECK NO. - 00545016	80.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	2,331.50
LEONE & KEEBLE PO BOX 2747	PERMIT REFUNDS PAYABLE CHECK NO. - 00544607	25.00
LOWELL PETERSEN	ADVISORY TECHNICAL SERVICE CHECK NO. - 00544884	60.00
NW PERMIT 9808 31ST AVE SE	PERMIT REFUNDS PAYABLE CHECK NO. - 00544603	352.00
NW PERMIT INC 9808 31ST AVE SE	PERMIT REFUNDS PAYABLE CHECK NO. - 00544612	214.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	163.05
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80045841	151.42
SPOKANE CITY TREASURER PERMITS & INSPECTION SERVICES	DEPOSIT-MISCELLANEOUS DEPOSITS CHECK NO. - 00544614	90.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80045930	150.00
STANDARD DIGITAL PRINT CO INC DBA STANDARD PRINTWORKS	PRINTING/BINDING/REPRO ACH PMT NO. - 80045933	174.26
TRUEPOINT SOLUTIONS LLC	CONTRACTUAL SERVICES	

	ACH PMT NO. - 80045976	5,839.91
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	9,488.82
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80045942	1,256.15
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80045942	240.06
WSAPT TREASURER C/O KIM O'HARA	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00544861	175.00
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		21,292.67

5100 - FLEET SERVICES FUND

ASSETWORKS	MACHINERY/EQUIPMENT ACH PMT NO. - 80045870	2,700.00
AVISTA UTILITIES	COMPRESSED NATURAL GAS FUEL ACH PMT NO. - 80045991	15,565.71
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80045991	6,991.29
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80045873	533.40
BRAD L WHITE dba SUPERIOR FLUID POWER	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00545026	3,203.95
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80045820	1,338.89
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80045992	122,655.27
GALLOWAY PROPERTY MAINT INC	SNOW REMOVAL SERVICES CHECK NO. - 00544600	3,979.56
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80045894	816.27
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	1,655.00
INLAND ELEVATOR LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80046004	170.04

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

MITCHELL HUMPHREY & CO	CAPITALIZED SOFTWARE ACH PMT NO. - 80045964	10,000.00
MR CAR WASH	CONTRACTUAL SERVICES CHECK NO. - 00545018	954.00
MT BALDY COMMUNICATIONS LLC	OPERATING RENTALS/LEASES CHECK NO. - 00544882	5,951.91
ODB COMPANY DBA OLD DOMINION BRUSH	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045916	8,620.00

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	366.30
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80046201	1,957.46
PACWEST MACHINERY LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80046201	15,183.99
PETROCARD SYSTEMS INC PACIFIC PRIDE	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00544809	166.32
PRORATE AND FUEL TAX DEPT OF LICENSING	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00545029	21,147.16
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045925	5,784.51
SPOKANE HOUSE OF HOSE INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80046208	1,068.32
T & T AUTOMOTIVE & TOWING	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80045847	70.72
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80045848	1,134.46
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	7,866.27
WA STATE DEPT OF REVENUE	OTHER REPAIRS/MAINT SUPPLIES -	758.56
WESTERN PETERBILT LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045947	1,406.73
TOTAL FOR 5100 - FLEET SERVICES FUND		242,046.09

5110 - FLEET SVCS EQUIP REPL FUND

WAUSAU EQUIPMENT INC	RENTAL EQUIPMENT ACH PMT NO. - 80045854	109,565.96
TOTAL FOR 5110 - FLEET SVCS EQUIP REPL FUND		109,565.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5200 - PUBLIC WORKS AND UTILITIES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80045958	200.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	1,195.00
MICHAEL H SMITH 13308 46TH AVE SE #208	REFUNDS CHECK NO. - 00545012	5.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	136.25
OPEX CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE	

	ACH PMT NO. - 80046052	3,051.84
SALLY STOPHER	AIRFARE	
	ACH PMT NO. - 80046072	337.10
SALLY STOPHER	LODGING	
	ACH PMT NO. - 80046072	294.90
SALLY STOPHER	PER DIEM	
	ACH PMT NO. - 80046072	128.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00544819	4,036.11
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		9,384.20

5300 - IT FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80045869	1.52
ASSETWORKS	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80045870	1,532.38
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00544869	116.67
COMGROUP INC	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80045954	7,817.50
DATABANK IMX LLC	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80046090	10,455.00
DATABANK IMX LLC	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80045956	3,587.50
EDUARDO SANTOS	OTHER TRANSPORTATION EXPENSES	
	CHECK NO. - 00545022	46.00
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00544801	2,501.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INTELLITECHTURE CORPORATION	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80045962	10,000.00
INTRINIUM INC	ADVISORY TECHNICAL SERVICE	
	ACH PMT NO. - 80045903	180.00
M B FOSTER ASSOCIATES	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80046185	12,146.85
NEW HORIZONS COMPUTER LEARNING	REGISTRATION/SCHOOLING	
CENTER/COMPUTER SOLUTIONS	ACH PMT NO. - 80045835	5,901.00
NUVODIA LLC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80045968	58,330.00
OFFICE OF STATE AUDITOR	STATE AUDIT CHARGES	
WASHINGTON STATE	CHECK NO. - 00545020	303.76
PALADIN DATA SYSTEM CORPORATIO	ADVISORY TECHNICAL SERVICE	

	ACH PMT NO. - 80045970	1,268.75
PITNEY BOWES	OPERATING SUPPLIES CHECK NO. - 00544630	587.72
PITNEY BOWES	SOFTWARE MAINTENANCE CHECK NO. - 00544811	2,384.16
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80046057	20,813.37
SOFTWAREONE INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80045842	38,149.56
STRUCTURED COMMUNICATION SYSTEMS INC	OPERATING SUPPLIES ACH PMT NO. - 80046122	17,211.49
T-MOBILE	CELL PHONE CHECK NO. - 00544888	96.92
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	11,661.73
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046061	1,278.68
VOLT MANAGEMENT CORP DBA VOLT WORKFORCE SOLUTIONS	PROJECT EMPLOYEE ACH PMT NO. - 80045978	8,949.55
WEBQA INC DBA GOVQA	SOFTWARE MAINTENANCE ACH PMT NO. - 80045981	35,200.00
WESLEY HOWARD MORRIS DBA MORRIS NETWORK CONTRACTING	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80046134	522.50
XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80045984	6,481.84
ZAYO GROUP HOLDINGS INC	TELEPHONE ACH PMT NO. - 80046064	1,478.28

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5300 - IT FUND	259,003.73

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP %DELL USA LP	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80046091	21,736.91
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		21,736.91

5400 - REPROGRAPHICS FUND

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80045869	23.39
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80045884	8.96
GEBHARD'S OFFSET SERVICE LOREN GEBHARD-OWNER	OPERATING SUPPLIES CHECK NO. - 00544871	316.60

HAIGHT BROTHERS INC	OPERATING SUPPLIES ACH PMT NO. - 80046100	792.83
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	180.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	17.87
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	600.57
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80045855	1,012.53
TOTAL FOR 5400 - REPROGRAPHICS FUND		2,952.75

5500 - PURCHASING & STORES FUND

INSTITUTE FOR SUPPLY MGMT - SPOKANE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00544873	850.00
TOTAL FOR 5500 - PURCHASING & STORES FUND		850.00

5600 - ACCOUNTING SERVICES

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80046043	198.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	2,160.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	107.21
SYMPRO INC	SOFTWARE MAINTENANCE CHECK NO. - 00544997	15,802.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	7,056.24
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046026	57.85
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80046061	40.01
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	1,390.58
TOTAL FOR 5600 - ACCOUNTING SERVICES		26,811.89

5700 - MY SPOKANE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	350.00

OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	22.34
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	1,669.64
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046026	57.85
WORLD RELIEF CORP OF NATIONAL ASSOC OF EVANGELICALS	REGISTRATION/SCHOOLING CHECK NO. - 00544866	105.00
TOTAL FOR 5700 - MY SPOKANE		2,204.83

5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	40.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	149.65
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80046130	21,717.98
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	157.58
TOTAL FOR 5800 - RISK MANAGEMENT FUND		22,065.21

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5810 - WORKERS' COMPENSATION FUND

EVERGREEN SAFETY COUNCIL	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80046000	299.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	270.00
MSDSONLINE INC DBA VELOCITY EHS	PROFESSIONAL SERVICES ACH PMT NO. - 80046013	4,568.52
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	158.58
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	1,287.03
VENTIV TECHNOLOLY INC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80046025	44,788.61
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80046061	91.18
VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	CONTRACTUAL SERVICES ACH PMT NO. - 80045980	1,000.00
WASHINGTON SELF INSURERS ASSOCIATION	REGISTRATION/SCHOOLING ACH PMT NO. - 80046028	450.00
WILLIAM M THRELFALL	LOCAL MILEAGE ACH PMT NO. - 80046074	698.71

WILLIAM M THRELFALL	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80046074	73.00
	TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	53,684.63

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	3.74
NATIONAL EMPLOYERS COUNCIL INC DBA PEOPLESYSTEMS	INSURANCE ADMINISTRATION ACH PMT NO. - 80045919	500.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	17.87
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	21.01
	TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	542.62

5830 - EMPLOYEES BENEFITS FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALLIANT INSURANCE SERVICES INC	CONTRACTUAL SERVICES ACH PMT NO. - 80045863	5,220.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	235.00
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80045825	39,830.15
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80046176	203,566.34
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80045825	17,971.60
LIFEWISE ASSURANCE CO	INSURANCE PREMIUMS ACH PMT NO. - 80046012	35,387.33
NATIONAL COLOR GRAPHICS INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80046193	2,112.90
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	991.70
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80045839	50,576.68
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80046111	600,613.24
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	861.41
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80046218	7,673.66

WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80046218	78,942.59
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,043,982.60

5900 - ASSET MANAGEMENT FUND OPS

AIREFCO INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80046081	4,161.60
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80046033	133.82
AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80046036	14,448.13
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80046036	2,468.51
CHIPMAN UNITED/DIV OF CHIPMAN MOVING & STORAGE	CONTRACTUAL SERVICES ACH PMT NO. - 80046039	2,333.80

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COEUR D'ALENE SERVICE STATION EQUIPMENT	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80046088	3,754.61
CONTROL SOLUTIONS NW INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045955	576.49
CURTISS COOPER DBA COOPERS CARPET CARE LLC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00544628	155.00
GARY A WINZ DBA GARY'S DOOR SERVICE	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00544629	8,971.10
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	450.00
KEN DAVIS LAWN & TREE CAR	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80046179	1,131.52
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	223.36
ROTO-ROOTER/DIV OF RAM PLUMBING INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00544631	2,055.12
SPECIALTY ROOFING LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045843	638.66
UNITED RENTALS NW INC	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00544817	2,301.14
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	1,672.97
WESTCOAST WINDOW CLEANING INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80045983	825.00
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		46,300.83

5901 - ASSET MANAGEMENT FUND CAPITAL

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80045882	2,383.16
MOUNTAIN GEAR	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00544805	2,906.59
MOUNTAIN PRODUCTIONS INC	MINOR EQUIPMENT CHECK NO. - 00544806	4,832.25
TORQHOIST INC	MINOR EQUIPMENT ACH PMT NO. - 80045938	3,770.00
TRUCK VAULT	VEHICLES CHECK NO. - 00544815	2,091.00
US MICRO PC INC	PERIPHERAL EQUIPMENT ACH PMT NO. - 80045941	3,193.28

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	757.00

TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL 19,933.28

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00544801	260.00
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	777.28
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00544819	764.36

TOTAL FOR 6100 - RETIREMENT 1,801.64

6200 - FIREFIGHTERS' PENSION FUND

ADVANCED HEARING AID CTR INC	SERVICE REIMBURSEMENT CHECK NO. - 00544771	89.58
ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80045863	1,665.00
CALVIN SHANK	SERVICE REIMBURSEMENT CHECK NO. - 00544784	320.00
DUANE NYBERG	SERVICE REIMBURSEMENT CHECK NO. - 00544779	131.00
JERRY REISDORPH	SERVICE REIMBURSEMENT ACH PMT NO. - 80045860	68.55
LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80045850	175.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION	

	ACH PMT NO. - 80046012	6,251.70
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	131.78
PATHOLOGY ASSOCIATES MEDICAL LABORATORIES LLC	SERVICE REIMBURSEMENT CHECK NO. - 00544780	63.34
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80045839	8,948.10
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80046111	55,231.70
RELIANT RX LLC	SERVICE REIMBURSEMENT CHECK NO. - 00544781	63.95

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00544783	84.89
SPOKANE EAR NOSE & THROAT CLINIC PS	SERVICE REIMBURSEMENT CHECK NO. - 00544785	45.00
VAUGHN S YOUNG DBA GUARDIAN ANGEL HOME CARE	SERVICE REIMBURSEMENT CHECK NO. - 00544774	904.98
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80045853	1,396.12
WILLIAM R WHITE	SERVICE REIMBURSEMENT CHECK NO. - 00544787	126.21
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		75,696.90

6300 - POLICE PENSION

ALLIANT INSURANCE SERVICES INC	INSURANCE ADMINISTRATION ACH PMT NO. - 80045863	1,665.00
DENISE GEIST	SERVICE REIMBURSEMENT CHECK NO. - 00544773	2,903.00
FRED UTTKE	SERVICE REIMBURSEMENT CHECK NO. - 00544786	256.97
LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80045850	175.00
LIFELINE SYSTEMS CO	SERVICE REIMBURSEMENT CHECK NO. - 00544776	43.00
LIFEWISE ASSURANCE CO	INSURANCE ADMINISTRATION ACH PMT NO. - 80046012	4,792.97
MANITO CAPITAL LLC DBA FAMILY HOME CARE	SERVICE REIMBURSEMENT CHECK NO. - 00544772	9,060.75
NEIGHBORCARE PHARMACY SVCS DBA EVERGREEN PHARMACEUTICAL LLC	SERVICE REIMBURSEMENT CHECK NO. - 00544778	74.24
OFFICE OF STATE AUDITOR WASHINGTON STATE	STATE AUDIT CHARGES CHECK NO. - 00545020	102.74

PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80045839	6,860.21
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80046111	48,072.89
RICHARD JORGENSON	SERVICE REIMBURSEMENT CHECK NO. - 00544775	262.00
ROSAUER'S PHARMACY	SERVICE REIMBURSEMENT CHECK NO. - 00544783	532.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TERRY MOREHOUSE	SERVICE REIMBURSEMENT CHECK NO. - 00544777	169.93
UNITED METHODIST HOMES dba ROCKWOOD SOUTH HILL	SERVICE REIMBURSEMENT CHECK NO. - 00544782	5,726.00
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80045853	1,068.80
	TOTAL FOR 6300 - POLICE PENSION	81,766.20

6960 - SALARY CLEARING FUND NEW

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80045861	4,926.95
A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80045861	11,357.39
CALIFORNIA STATE DISBURSEMENT UNIT	CA STATE DISBURSEMENT UNIT CHECK NO. - 00544793	810.50
CHAPMAN FINANCIAL SERVICES	CHAPMAN FINANCIAL SERV OF WA CHECK NO. - 00544849	1,439.07
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00544791	331.50
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER,TRUSTEE CHECK NO. - 00544794	1,283.00
DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80045885	110.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80045888	27.50
EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL	EMPLOYMENT SECURITY DEPT CHECK NO. - 00544796	358.15
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00544798	507.68
HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00544800	900.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00544801	243,407.60

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00544801	7,355.12
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00544802	58,788.30
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00544803	37.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00544804	103,860.96
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80045904	57,470.02
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00544824	1,082.91
LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80045909	1,740.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80045910	42.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80045911	2,463.61
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00544807	197.18
PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY	PENNSYLVANIA HIGHER ED ASST CHECK NO. - 00544810	156.34
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00544808	15.35
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80045898	584.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00544812	461.95
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80045875	17,127.63
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80045927	907.50
SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80045928	3,422.30
SPOKANE POLICE GUILD C/O SPOKANE LAW ENFORCEMENT CU	POLICE GUILD ACH PMT NO. - 80045920	20,160.44
SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80045931	482.89
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80045929	60.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80045934	210.00
SPOKANE POLICE TACTICAL TEAM	SPOKANE POLICE TACTICAL TEAM	

% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80045936	272.00
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00544795	257.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00544818	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80045939	4,290.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00544819	249,090.74
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00544819	806,465.52
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00544819	97,753.29
US DEPT OF EDUCATION	US DEPT OF EDUCATION CHECK NO. - 00544821	92.52
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00544822	1,140.50
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80045943	26,810.56
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00544823	16,455.78
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00544825	924.50
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00544826	300.85
	TOTAL FOR 6960 - SALARY CLEARING FUND NEW	1,745,952.10
	TOTAL CLAIMS	12,212,145.70

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	6,198.92		150.92
00544599	ASSOCIATED INDUSTRIES	3,900.00		
00544600	GALLOWAY PROPERTY MAINT INC	7,959.10		
00544601	ESTER EVANS	80.67		
00544602	COURTNEY SMITH	373.12		
00544603	NW PERMIT	352.00		
00544604	JUDITH R HERDA	373.08		
00544605	SPOKANE COUNTY ENVIRONMENTAL	600.00		
00544606	SPECIALTY ENVIRONMENTAL GROU	75.00		
00544607	LEONE & KEEBLE	25.00		
00544608	ADELA CRUZ CASTRO	73.00		
00544609	ADT LLC	30.00		
00544610	ROTO ROOTER	290.00		
00544611	BUILDING RESOURCES INC	25.00		
00544612	NW PERMIT INC	214.00		
00544613	CRAIG N MEIDL	12.00		
00544614	SPOKANE CITY TREASURER	90.00		
00544615	CRAIG MEIDL OR JUSTIN LUNDGR	970.00		
00544627	A-1 SERVICE	1,320.00		
00544628	CURTISS COOPER	155.00		
00544629	GARY A WINZ	8,971.10		
00544630	PITNEY BOWES	587.72		
00544631	ROTO-ROOTER/DIV OF	2,055.12		
00544632	SPOKANE FIRE DEPARTMENT	214.75		
00544633	SWANSON'S REFRIGERATION &	44.88		
00544634	UNITED PARCEL SERVICE	13.20		
00544635	WASHINGTON LEOFF	2,263.30		
00544636	WATER DEPARTMENT	438.22		
00544637	NATIONSERVE	314.43		
00544771	ADVANCED HEARING AID CTR INC	89.58		
00544772	MANITO CAPITAL LLC	9,060.75		
00544773	DENISE GEIST	2,903.00		
00544774	VAUGHN S YOUNG	904.98		
00544775	RICHARD JORGENSON	262.00		
00544776	LIFELINE SYSTEMS CO	43.00		
00544777	TERRY MOREHOUSE	169.93		
00544778	NEIGHBORCARE PHARMACY SVCS D	74.24		
00544779	DUANE NYBERG	131.00		
00544780	PATHOLOGY ASSOCIATES MEDICAL	63.34		
00544781	RELIANT RX LLC	63.95		
00544782	UNITED METHODIST HOMES	5,726.00		
00544783	ROSAUER'S PHARMACY	617.59		
00544784	CALVIN SHANK	320.00		
00544785	SPOKANE EAR NOSE & THROAT	45.00		
00544786	FRED UTTKE	256.97		
00544787	WILLIAM R WHITE	126.21		
00544788	AMERICAN ALLOY LLC	195.32		
00544789	BRENNTAG PACIFIC INC	18,300.67		
00544790	CENTURYLINK	330.24		
00544791	CHILD SUPPORT SERVICES	331.50		
00544792	COMCAST	106.17		
00544793	CALIFORNIA STATE DISBURSEMEN	810.50		
00544794	DANIEL H BRUNNER, TRUSTEE	1,283.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00544795	SUPPORT PAYMENT CLEARINGHOUS	257.50		
00544796	EMPLOYMENT SECURITY DEPT	358.15		
00544797	EXPONENT INC	2,880.00		
00544798	FAMILY SUPPORT REGISTRY	507.68		
00544799	HORIZON DISTRIBUTORS	462.35		
00544800	HUMAN RESOURCES	900.50		
00544801	ICMA RETIREMENT TRUST 457	399,370.71		
00544802	ICMA RETIREMENT TRUST 457 LO	58,788.30		
00544803	IDAHO STATE TAX COMMISSION	37.50		
00544804	ING LIFE INSURANCE & ANNUITY	144,253.91		
00544805	MOUNTAIN GEAR	2,906.59		
00544806	MOUNTAIN PRODUCTIONS INC	4,832.25		
00544807	NEW JERSEY SUPPORT PAYMENT	197.18		
00544808	PEOPLE QUALIFIED COMMITTEE	15.35		
00544809	PETROCARD SYSTEMS INC	166.32		
00544810	PENNSYLVANIA HIGHER EDUCATIO	156.34		
00544811	PITNEY BOWES	2,384.16		
00544812	PRE-PAID LEGAL SERVICES INC	461.95		
00544813	QLT CONSUMER LEASE SERVICES	14.92		
00544814	SPOKANE COUNTY WATER DIST NO	25.64		
00544815	TRUCK VAULT	2,091.00		
00544816	UNITED PARCEL SERVICE	16.56		
00544817	UNITED RENTALS NW INC	2,301.14		
00544818	UNITED STATES TREASURY	12.50		
00544819	US BANK OR CITY TREASURER	1,500,161.98		
00544820	US DEPT OF INTERIOR/GEOLOGIC	180.00		
00544821	US DEPT OF EDUCATION	92.52		
00544822	WA GET PROGRAM	1,140.50		
00544823	WA STATE SUPPORT REGISTRY OR	16,455.78		
00544824	JUNE WALLACE	1,082.91		
00544825	WESTERN STATES POLICE MEDICA	1,549.50		
00544826	WSCCCE, AFSCME, AFL-CIO	300.85		
00544829	CHRISTOPHER D GALBREATH	37.24		
00544830	GRAVITON CONSULTING SERVICES	2,000.00		
00544831	CALL REALTY	45.95		
00544832	H A TOMBARI LLC	98.48		
00544833	J LYNETTE FREEMAN	117.81		
00544834	LEONARD PAGE	365.87		
00544835	RADESKY CONSTRUCTION	338.00		
00544836	RHONDA FAIR	110.07		
00544837	THE POVOLNY GROUP INC	500.00		
00544838	JERRY KLEIN	1,765.99		
00544839	JONATHAN MALLAHAN	28.00		
00544840	DECOURCY HODER INC	102.50		
00544841	SPOKANE CITY TREASURER	1,980.00		
00544842	SPOKANE EASTSIDE REUNION ASS	4,922.59		
00544843	WA STATE PARKS & RECREATION	18,000.00		
00544844	HOFFMAN MUSIC CO		3,065.10	
00544845	CH2M HILL ENGINEERS INC			5,744.02
00544846	T LARIVIERE EQUIPMENT &			202,230.10
00544847	ACCESS UNLIMITED & SECURITY	172.34		
00544848	CENTURYLINK	274.65		
00544849	CHAPMAN FINANCIAL SERVICES	1,439.07		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00544850	COMCAST	255.23		

00544851	EASTERN WASHINGTON ATTORNEY	50.00		
00544852	GENERAL FIRE EXTINGUISHER	85.41		
00544853	INLAND NORTHWEST BUSINESS	700.00		
00544854	SESAC INC	2,703.00		
00544855	JO BLANEY	1,504.00		
00544856	SPOKANE COUNTY PROSECUTING	1,320.61		
00544857	CRAIG MEIDL OR JUSTIN LUNDGR	1,150.00		
00544858	STREET DEPT IMPREST FUND	6.25		
00544859	T-MOBILE	819.31		
00544860	VISIONARY COMMUNICATIONS, IN	73.12		
00544861	WSAPT TREASURER	175.00		
00544862	WA STATE BAR ASSOCIATION	9,575.00		
00544863	WA STATE TREASURER	88,317.21		
00544864	WA WATER UTILITIES COUNCIL	5,000.00		
00544865	WEST PLAINS/AIRPORT AREA	60,000.00		
00544866	WORLD RELIEF CORP OF NATIONA	210.00		
00544867	HOFFMAN MUSIC CO		2,207.94	
00544868	FRANCIS ADEWALE	64.75		
00544869	CENTURYLINK	116.67		
00544870	EASTERN WASHINGTON ATTORNEY	65.00		
00544871	GEBHARD'S OFFSET SERVICE	316.60		
00544872	IDAHO WASHINGTON AQUIFER	5,000.00		
00544873	INSTITUTE FOR SUPPLY MGMT -	850.00		
00544874	PEARSON PACKAGING SYSTEMS	19.00		
00544875	HONG HUANG	25.00		
00544876	MELINDA SPOHN	244.43		
00544877	JOANNA MYERS	1,173.52		
00544878	MICHAEL E LAVELLE	96.30		
00544879	BRIDGET A COFFEY	12.89		
00544880	KEVIN E KILGORE	21.13		
00544881	TAISIA MOGA	600.00		
00544882	MT BALDY COMMUNICATIONS LLC	5,951.91		
00544883	NORTH SPOKANE IRRIGATION	31.51		
00544884	LOWELL PETERSEN	60.00		
00544885	SPOKANE POLICE GUILD	165.00		
00544886	SPOKANE CITY TREASURER	2,718.01		
00544887	CRAIG MEIDL OR JUSTIN LUNDGR	1,320.00		
00544888	T-MOBILE	96.92		
00544889	PRORATE AND FUEL TAX	1,073.00		
00544890	WM RECYCLE AMERICA LLC	32,899.52		
00544891	STANLEY JAMES BURKE JR		326.10	
00544892	CENTURYLINK		44.40	
00544893	SPOKANE CITY TREASURER		3,380.95	
00544894	T-MOBILE		125.83	
00544988	ADMINISTRATIVE OFFICE OF THE	80.00		
00544989	CH2M HILL ENGINEERS INC	260,714.65		
00544990	CITY OF SPOKANE VALLEY	110.00		
00544991	DMCMA TREASURER	300.00		
00544992	INLAND EMPIRE FIRE CHIEFS AS	1,000.00		
00544993	MATTHEW BENDER & CO INC	296.05		
00544994	RANDALL & DANSKIN PS	15,534.13		
00544995	CRAIG MEIDL OR JUSTIN LUNDGR	4,000.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00544996	SPOKANE REGIONAL CLEAN AIR	72,790.50		
00544997	SYMPRO INC	15,802.00		
00544998	T LARIVIERE EQUIPMENT &	26,700.05		
00544999	CENTURYLINK			51.32
00545000	COMCAST			66.64

00545001	HILLYARD SENIOR ACTIVITY CTR				6,666.66
00545002	JENSEN DISTRIBUTION SERVICES				114.20
00545003	LAND EXPRESSIONS LLC				2,704.07
00545004	SPOKANE BIKE SWAP AND EXPO				180.00
00545005	SCOTT L NIEMEIER				150.39
00545006	TRIPLE PLAY FAMILY FUN PARK				1,715.00
00545007	CENTURYLINK	564.80			
00545008	CITY OF LIBERTY LAKE	9,841.70			
00545010	QUEEN B RADIO INC dba	4,920.00			
00545011	BURDG DUNHAM & ASSOCIATES	500.00			
00545012	MICHAEL H SMITH	43.33			
00545013	PERMA COLD ENGINEERING INC	372.90			
00545014	BUILD SMART NORTHWEST INC	300.00			
00545015	CURTIS HARRIS	48.00			
00545016	H&S CONSTRUCTION LLC	80.50			
00545017	DOLLAR RENT A CAR	218.08			
00545018	MR CAR WASH	954.00			
00545019	NEXTEL COMMUNICATIONS	455.64			
00545020	OFFICE OF STATE AUDITOR	22,335.50			
00545021	RAINMAKER	1,199.97			
00545022	EDUARDO SANTOS	46.00			
00545023	SPOKANE POLICE DEPARTMENT	96.19			
00545024	CRAIG MEIDL OR JUSTIN LUNDGR	1,220.00			
00545025	TORRE REFUSE & RECYCLING	172.39			
00545026	BRAD L WHITE	3,203.95			
00545027	T-MOBILE	20.38			
00545028	UNITED PARCEL SERVICE	75.28			
00545029	PRORATE AND FUEL TAX	21,147.16			
00545030	WA STATE PATROL	5,394.00			
00545031	CONTRACTORS NORTHWEST INC				863,273.14
00545032	ENERGY CONTROL INC				1,500.00
00545033	THE FA BARTLETT TREE EXPERT				77,461.21
00545034	THE PEPSI BOTTLING GROUP				188.00
80045813	A W REHN & ASSOCIATES INC OR	11,500.00			
80045814	GALLS LLC	1,955.52			
80045815	HRA VEBA TRUST	500.00			
80045816	OGLETREE DEAKINS NASH SMOAK				
80045817	SPOKANE FIRE FIGHTERS BENEFI	14,100.00			
80045818	AVISTA UTILITIES	3,726.34			
80045819	CAMTEK INC	293.76			
80045820	CINTAS CORPORATION NO 3	1,338.89			
80045821	COEUR D'ALENE SERVICE STATIO	3,380.99			
80045822	FULCRUM ENVIRONMENTAL	3,375.00			
80045823	GRAPHIC ART PRODUCTIONS DBA	535.61			
80045824	GRAYMONT CAPITAL INC.	45,510.61			
80045825	KAISER FOUNDATION HEALTH PLA	57,801.75			
80045826	GUNARAMA WHOLESALE INC	376.16			
80045827	HACH COMPANY	2,576.54			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80045828	HAIGHT BROTHERS INC	427.04		
80045829	INLAND ENVIRONMENTAL RESOURC	6,780.96		
80045830	JRM ENTERPRISES INC	1,789.00		
80045831	KEMIRA WATER SOLUTIONS INC	19,319.95		
80045832	L N CURTIS & SONS	2,454.95		
80045833	LOOMIS ARMORED US INC	933.98		
80045834	MUNICIPAL EMERGENCY SERVICES	817.01		
80045835	NEW HORIZONS COMPUTER LEARNI	5,901.00		
80045836	NORCO INC	2,064.72		

80045837	OLIN CORPORATION	5,498.18		
80045838	POLYDYNE INC	20,988.00		
80045839	PREMERA BLUE CROSS	66,384.99		
80045840	M SCHRODER LLC	87.58		
80045841	SHI CORP	23,539.33		
80045842	SOFTWAREONE INC	38,149.56		
80045843	SPECIALTY ROOFING LLC	638.66		
80045844	SPOKANE COUNTY TREASURER	2,388.70		
80045845	SPOKANE HOUSE OF HOSE INC	698.91		
80045846	SVL ANALYTICAL INC	189.00		
80045847	T & T AUTOMOTIVE & TOWING	70.72		
80045848	TOBY'S BODY & FENDER INC	1,134.46		
80045849	US BANK OR CITY TREASURER	12,804.33		
80045850	LEONARD J VANDERBOSCH MD	350.00		
80045851	VERIZON WIRELESS BELLEVUE	173.31		
80045852	WALKER HALME JOINT VENTURE	1,334,790.05		
80045853	WASHINGTON DENTAL SERVICE OR	2,464.92		
80045854	WAUSAU EQUIPMENT INC	109,565.96		
80045855	WCP SOLUTIONS	1,012.53		
80045856	WHEELER INDUSTRIES INC	103.36		
80045857	WHITNEY EQUIPMENT COMPANY IN	1,521.57		
80045858	WILDROSE LTD dba	1,128.91		
80045859	XO COMMUNICATIONS INC	33.97		
80045860	JERRY REISDORPH	68.55		
80045861	A W REHN & ASSOCIATES INC OR	16,284.34		
80045862	A1 STUMP REMOVAL			6,172.80
80045863	ALLIANT INSURANCE SERVICES I	8,550.00		
80045864	ALLIED SAFE & VAULT CO INC D	59.85		
80045865	ALS LABORATORY GROUP	370.00		
80045866	ALTA PLANNING AND DESIGN INC	3,902.84		
80045867	ANATEK LABS INC	156.00		
80045868	ANYTIME TOWING & RECOVERY	141.44		
80045869	ARAMARK UNIFORM SERVICES	48.74		
80045870	ASSETWORKS	4,232.38		
80045871	AUTO-RAIN SUPPLY INC	1,167.53		
80045872	AVISTA CORPORATION	114.90		
80045873	AVISTA UTILITIES	3,007.12		
80045874	BANNER FURNACE & FUEL	189.31		
80045875	SPOKANE FIRE FIGHTERS BENEFI	17,127.63		
80045876	BRIDGESTONE AMERICAS INC	3,445.30		
80045877	CITY SERVICE VALCON LLC	78,979.76		
80045878	COLUMBIA ELECTRIC SUPPLY/DIV	1,969.50		
80045879	CW NIELSEN MFG CORP	6,916.42		
80045880	DALLY ENVIRONMENTAL LLC	2,353.56		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80045881	CHARLES R DELGADO	3,097.25		
80045882	DELL MARKETING LP	2,383.16		
80045883	DESIGNER DECAL INC	5,885.12		
80045884	DEVRIES INFORMATION MANAGEME	8.96		
80045885	DIGNITARY PROTECTION TEAM FU	110.00		
80045886	DOWNTOWN SPOKANE PARTNERSHIP	68.21		
80045887	DRYJECT TURF SERVICES			650.00
80045888	EDU MEMBERSHIP FUND	27.50		
80045889	ELJAY OIL CO INC	1,664.06		
80045890	FASTENAL CO	1,676.93		
80045891	FEDERAL EXPRESS CORP/DBA FED	110.61		
80045892	FIKES NORTHWEST INC/DIV OF	88.11		
80045893	GALLS LLC	660.30		

80045894	GORDON TRUCK CENTERS INC DBA	816.27			
80045895	GRAYMONT CAPITAL INC.	18,667.47			
80045896	GROUNDWATER SOLUTIONS INC	9,258.02			
80045897	KAISER FOUNDATION HEALTH PLA	78,597.47			
80045898	POLICE GUILD LEGAL DEFENSE	584.00			
80045899	CORE & MAIN LP	21,501.60			
80045900	HACH COMPANY	1,131.80			
80045901	CRAMBLIT INC	1,768.00			
80045902	INLAND POWER & LIGHT CO	568.28			
80045903	INTRINIUM INC	180.00			
80045904	INT'L ASSN OF FIREFIGHTERS/	57,470.02			
80045905	ITRON INC	111,237.12			
80045906	K D'S HAULIN & EXCAVATION LL				18,626.20
80045907	LIGHTHOUSE UNIFORMS INC	163.18			
80045908	LOOMIS ARMORED US INC	500.00			
80045909	LT & CAPT ASSOCIATION	1,740.00			
80045910	LTS & CPTS LEGAL DEFENSE FUN	42.00			
80045911	M & P ASSOCIATION	2,463.61			
80045912	MICHAEL TERRELL LANDSCAPE	1,590.40			
80045913	NATIONAL COUNCIL FOR COM DEV	3,000.00			
80045914	NORCO INC	34.47			
80045915	CARRIE L PAETSCH	199.04			
80045916	ODB COMPANY DBA OLD DOMINION	8,620.00			
80045917	OXARC INC	2,150.76			
80045918	PACWEST MACHINERY LLC	11,528.56			
80045919	NATIONAL EMPLOYERS COUNCIL I	500.00			
80045920	SPOKANE POLICE GUILD	20,160.44			
80045921	PREMERA BLUE CROSS OR	264,644.13			
80045922	RENEGADE TOWING LLC	88.40			
80045923	ROADWISE INC	88,937.84			
80045924	M SCHRODER LLC	70.72			
80045925	SOLID WASTE SYSTEMS INC	5,784.51			
80045926	SOUTHWEST SPOKANE COMMUNITY	3,091.71			
80045927	SPOKANE POLICE BENEFIT ASSOC	907.50			
80045928	SPOKANE POLICE CHAPLAIN	3,422.30			
80045929	SPOKANE POLICE K-9 MEMBERSHI	60.00			
80045930	SPOKANE COUNTY TREASURER	1,096.37			
80045931	SPOKANE POLICE GUILD FRATERN	482.89			
80045932	SPOKANE PUBLIC FACILITIES	354,418.51			
80045933	STANDARD DIGITAL PRINT CO IN	697.04			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80045934	SPOKANE POLICE SWAT TEAM	210.00		
80045935	T & T AUTOMOTIVE & TOWING	212.16		
80045936	SPOKANE POLICE TACTICAL TEAM	272.00		
80045937	THAXTON PARKINSON PLLC	1,470.00		
80045938	TORQHOIST INC	3,770.00		
80045939	UNITED WAY	4,290.00		
80045940	US BANK TRUST NA			
80045941	US MICRO PC INC	3,193.28		
80045942	VERIZON WIRELESS BELLEVUE	2,102.05		
80045943	WA ST COUNCIL OF CITY & COUN	26,810.56		
80045944	WA STATE DEPT OF ECOLOGY	9,879.35		
80045945	WASHINGTON DENTAL SERVICE OR	36,965.60		
80045946	NARWHAL MET LLC	1,745.00		
80045947	WESTERN PETERBILT LLC	1,406.73		
80045948	ARCHIVESOCIAL INC	11,988.00		
80045949	BAKER & TAYLOR BOOKS		9,254.95	
80045950	BARR-TECH LLC	2,457.78		

80045951	BERGER PARTNERSHIP PS				18,510.43
80045952	CATHOLIC CHARITIES	7,997.99			
80045953	CENGAGE LEARNING INC		16,494.37		
80045954	COMGROUP INC	7,817.50			
80045955	CONTROL SOLUTIONS NW INC	1,833.22			
80045956	DATABANK IMX LLC	3,587.50			
80045957	CHARLES R DELGADO	406.25			
80045958	DEVRIES INFORMATION MANAGEME	200.00			
80045959	EASTERN WASHINGTON UNIVERSIT	2,166.67			
80045960	LUKE ESSER	2,500.00			
80045961	INGRAM LIBRARY SERVICES LLC		880.75		
80045962	INTELLITECHTURE CORPORATION	10,000.00			
80045963	MIDWEST TAPE		9,361.13		
80045964	MITCHELL HUMPHREY & CO	10,000.00			
80045965	GEORGE H MORRISON				7,920.00
80045966	MOSS & BARNETT	2,195.50			
80045967	NORTHSTAR ENTERPRISES INC				292.50
80045968	NUVODIA LLC	58,330.00			
80045969	OVERDRIVE INC		3,135.22		
80045970	PALADIN DATA SYSTEM CORPORAT	1,268.75			
80045971	RECORDED BOOKS INC		1,645.50		
80045972	SIMTECH SOLUTIONS INC	2,445.00			
80045973	SPOKANE NEIGHBORHOOD ACTION	14,931.38			
80045974	SPOKANE REGIONAL SPORTS	3,333.34			
80045975	THOMSON WEST	4,116.72			
80045976	TRUEPOINT SOLUTIONS LLC	5,839.91			
80045977	UNIVERSAL PROTECTION SERVICE	343.44			
80045978	VOLT MANAGEMENT CORP	8,949.55			
80045979	VOLUNTEERS OF AMERICA OF	8,425.52			
80045980	VICTOR J GIAMPIETRI II	1,000.00			
80045981	WEBQA INC	35,200.00			
80045982	WEST CENTRAL COMMUNITY	7,918.42			
80045983	WESTCOAST WINDOW CLEANING IN	825.00			
80045984	XO COMMUNICATIONS INC	6,481.84			
80045985	LISA A BUSSE	49.65			
80045986	DAVID E ST PIERRE	1,176.00			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80045987	ALSCO DIVISION OF ALSCO INC	1,349.13		
80045988	AMERICAN SOCIETY OF COMPOSER	1,808.00		
80045989	ANATEK LABS INC	640.00		
80045990	ARAMARK UNIFORM SERVICES	70.62		
80045991	AVISTA UTILITIES	22,133.05		
80045992	CITY SERVICE VALCON LLC	43,675.51		
80045993	CLEARWATER CONSTRUCTION &	757,655.10		
80045994	CONTROL SOLUTIONS NW INC		479.22	
80045995	COWLES PUBLISHING COMPANY	845.04		
80045996	DAN BARTON ENTERPIRSES INC	194.27		
80045997	DEVRIES INFORMATION MANAGEME	4.48		
80045998	ELJAY OIL CO INC	92.04		
80045999	EPIC LAND SOLUTIONS INC	13,566.00		
80046000	EVERGREEN SAFETY COUNCIL	299.00		
80046001	FASTENAL CO	124.68		
80046002	FEDERAL EXPRESS CORP/DBA FED	464.49		
80046003	FIKES NORTHWEST INC/DIV OF	145.01		
80046004	INLAND ELEVATOR LLC	340.08		
80046005	INLAND EMPIRE UTILITY	17,065.00		
80046006	INLAND POWER & LIGHT CO	140.40		
80046007	JRM ENTERPRISES INC	2,007.00		

80046008	KNIGHT CONSTRUCTION &	312,753.86			
80046009	L & L CARGILE INC	108,525.17			
80046010	LANGUAGE LINE SERVICES	10.39			
80046011	MATTHEW BENDER & CO INC	413.24			
80046012	LIFEWISE ASSURANCE CO	46,432.00			
80046013	MSDSONLINE INC	4,568.52			
80046014	NW EMERGENCY VEHICLE GRAPHIC	968.32			
80046015	OCCUPATIONAL MEDICINE	734.25			
80046016	OXARC INC	33.73			
80046017	PARTSMASTER/DIV OF NCH CORP			53.33	
80046018	SHERWIN WILLIAMS CO	208.61			
80046019	SIMPSON ENGINEERS INC	850.00			
80046020	SPOKANE COUNTY TREASURER	454.25			
80046021	STERICYCLE INC	1,452.83			
80046022	TACOMA SCREW PRODUCTS INC	76.06			
80046023	THOMSON WEST	433.02			
80046024	TRI AIR TESTING INC	520.00			
80046025	VENTIV TECHNOLOLY INC	44,788.61			
80046026	VERIZON WIRELESS BELLEVUE	5,414.45			
80046027	WA STATE DEPT/TRANSPORTATION	1,292.28			
80046028	WASHINGTON SELF INSURERS	450.00			
80046029	WCP SOLUTIONS	220.21			
80046030	WILLIAMS TOWING & RECOVERY L	176.80			
80046031	XO COMMUNICATIONS INC	33.97			
80046032	ALLIED ENVELOPE	1,242.27			
80046033	ARAMARK UNIFORM SERVICES	172.67			
80046034	ARCHBRIGHT INC	10,523.62			
80046035	MOLESWORTH ENTERPRISES INC	342.72			
80046036	AVISTA CORPORATION	20,441.23			
80046037	AVISTA UTILITIES	40,584.88		819.87	
80046038	BAKER & TAYLOR BOOKS			2,870.41	
80046039	CHIPMAN UNITED/DIV OF CHIPMA	2,333.80			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80046040	COPIERS NORTHWEST INC	265.64		
80046041	CORNER BOOTH MEDIA	990.00		
80046042	COWLES PUBLISHING COMPANY	163.28		
80046043	DELL MARKETING LP	18,551.94		
80046044	DESIGNER DECAL INC		5,624.18	
80046045	ECO COUNTER INC	16,430.00		
80046046	ENVISIONWARE INC		104,798.88	
80046047	EXPRESS NAME TAGS & MORE, IN		443.20	
80046048	HEARN BROS PRINTING INC	419.97		
80046049	LAKEYLAND INC DBA	74.67		
80046050	OCCUPATIONAL MEDICINE	2,320.50		
80046051	OCLC INC		3,321.39	
80046052	OPEX CORPORATION	3,051.84		
80046053	FRANK A RAWLEY		18.99	
80046054	JOSEPH J ROISE		62.33	
80046055	SCHOLASTIC BOOK FAIRS INC		3,627.62	
80046056	SITECRAFTING INC			
80046057	SHI CORP	1,148.95		
80046058	SPOKANE COUNTY TREASURER	150.00		
80046059	ROBERT B TURNER	218.28		
80046060	VAN NESS FELDMAN LLP	600.00		
80046061	VERIZON WIRELESS BELLEVUE	3,533.27		
80046062	WA STATE DEPT/TRANSPORTATION	719.25		
80046063	WEAR-TEK INC	1,140.00		
80046064	ZAYO GROUP HOLDINGS INC	1,478.28		

80046065	CATHERINE G BAKKEN			11.77	
80046066	DUANE P ECCLES			27.29	
80046067	FITCH, COREY R			132.69	
80046068	LARRY B HUGHES			21.13	
80046069	CHRISTINE L KOPPLE			37.99	
80046070	ANA L KRUGER			69.55	
80046071	JAMES J SCHAFFER	78.33			
80046072	SALLY STOPHER	760.00			
80046073	CLARA STROM			63.13	
80046074	WILLIAM M THRELFALL	771.71			
80046075	LEE M VENNING	125.00			
80046076	JASON WEBSTER	125.00			
80046077	ABSOLUTE DRUG TESTING LLC	110.00			
80046078	ACRANET CBS BRANCH/DIV OF	449.65			
80046079	ACTION MATERIALS	453.17			
80046080	AHBL INC				5,600.00
80046081	AIREFCO INC	4,161.60			
80046082	NORTHWEST INDUSTRIAL SERVICE	165.00			
80046083	ASSN OF WASHINGTON CITIES	99,353.00			
80046084	AVISTA UTILITIES	323.50			
80046085	CITY SERVICE VALCON LLC				384.11
80046086	CLUB PROPHET SYSTEMS				1,219.68
80046087	COALITION FOR CLEAN WATER	8,000.00			
80046088	COEUR D'ALENE SERVICE STATIO	373.62			
80046089	COPIERS NORTHWEST INC	219.26			
80046090	DATABANK IMX LLC	10,455.00			
80046091	DELL MARKETING LP	10,726.31			
80046092	DESAUTEL HEGE COMMUNICATIONS				7,026.15

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80046093	DEVRIES INFORMATION MANAGEME	31.36		
80046094	EVERGREEN RURAL WATER OF WA	700.00		
80046095	FASTENAL CO			107.98
80046096	FOUR SEASONS LANDSCAPING INC	87.04		
80046097	GALLS LLC	815.97		
80046098	GARCO CONSTRUCTION INC	25,386.99		
80046099	GRAINGER INC			179.46
80046100	HAIGHT BROTHERS INC	365.79		
80046101	HALME CONSTRUCTION INC	29,294.20		
80046102	INLAND EMPIRE UTILITY			25.00
80046103	INLAND POWER & LIGHT CO			147.32
80046104	INSLEE, BEST, DOEZIE &	200.00		
80046105	IRRIGATION TECHNOLOGIES INC			5,500.00
80046106	LOOMIS ARMORED US INC			116.21
80046107	MORAN FENCE INC	960.83		
80046108	MWH CONSTRUCTORS INC &	2,619,672.02		
80046109	CARRIE L PAETSCH	5,463.02		
80046110	PASSPORT LABS INC	1,785.90		
80046111	PREMERA BLUE CROSS OR	439,273.70		
80046112	SENSKE PEST CONTROL	2,448.00		
80046113	SOUTHSIDE SENIOR ACTIVITY CT			8,859.00
80046114	SOUTHWEST SPOKANE COMMUNITY			6,657.84
80046115	SPOKANE COUNTY TITLE CO			326.40
80046116	SPOKANE COUNTY FIRE DIST 10	52,756.37		
80046117	SPOKANE COUNTY TREASURER	101,649.74		
80046118	SPOKANE COUNTY EMS COUNCIL	47,489.70		
80046119	SPOKANE SOFTBALL UMPIRE ASSO			4,721.14
80046120	STANDARD DIGITAL PRINT CO IN			58.42
80046121	STANLEY CONVERGENT SECURITY			40.36

80046122	STRUCTURED COMMUNICATION	17,211.49			
80046123	SUMMIT LAW GROUP PLLC	4,062.50			
80046124	SYSCO FOOD SERVICES INC				2,362.57
80046125	ROBERT T BRO				
80046126	AARON THEISEN				125.00
80046127	THOMAS DEAN & HOSKINS INC				2,420.95
80046128	THOMSON WEST	278.53			
80046129	DOWNTOWN SPOKANE VENTURES AS	10,000.00			
80046130	US BANK OR CITY TREASURER	8,913.65			
80046131	VERIZON WIRELESS BELLEVUE	57.85			
80046132	WA STATE DEPT/TRANSPORTATION	3,411.44			
80046133	WESCO DISTRIBUTION INC	457.50			
80046134	WESLEY HOWARD MORRIS	522.50			
80046135	WEST CENTRAL COMMUNITY				6,056.25
80046136	WESTERN GLOVE INC	4,636.35			
80046137	WESTERN STATES EQUIPMENT CO				129.59
80046138	WSF LLC	8,949.33			
80046139	WILDROSE LTD dba				181.48
80046140	XO COMMUNICATIONS INC				172.43
80046141	ALICE M BUSCH				208.12
80046142	NICHOLAS ANTHONY FEDERICI	2,500.00			
80046143	PAPICH, JENNIFER				34.51
80046144	CARL D STRONG				41.03
80046145	ACRANET CBS BRANCH/DIV OF	96.00			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80046146	ACTION APPAREL	324.22		
80046147	ALPHA WIRELESS AUTOMATION	494.00		
80046148	ALS LABORATORY GROUP	5,180.00		
80046149	ALSCO DIVISION OF ALSCO INC	144.31		
80046150	NORTHWEST INDUSTRIAL SERVICE	165.00		32.64
80046151	AMERICAN TRAFFIC SOLUTIONS I	62,310.25		
80046152	ANATEK LABS INC	3,195.00		
80046153	ARAMARK UNIFORM SERVICES	1,309.90		
80046154	AVISTA UTILITIES	19,966.23		
80046155	BARR-TECH LLC	52,746.80		
80046156	BEACON SERVICE INC	1,864.14		
80046157	BECKER ARENA PRODUCTS INC			12,736.40
80046158	BRIDGESTONE AMERICAS INC	704.63		
80046159	BROWN AND CALDWELL	1,460.13		
80046160	CAMTEK INC			13,353.11
80046161	CENTER FOR JUSTICE	146.30		
80046162	CERTIFIED SECURITY SYSTEMS	16.32		
80046163	COFFMAN ENGINEERS INC	145.00		
80046164	COPIERS NORTHWEST INC	221.89		
80046165	CRITTER CONTROL OF GREATER	645.00		
80046166	DATABANK IMX LLC	15,810.75		
80046167	DELTA BUSINESS TRAINING LLC	5,000.00		
80046168	DESAUTEL HEGE COMMUNICATIONS			3,331.23
80046169	DICK IRVIN INC.	4,647.86		
80046170	LECCO ENTERPRISES LLC	4,341.12		
80046171	ECOCHEM ANALYTICS INC	11,404.42		
80046172	EUROFINS FRONTIER GLOBAL	1,040.00		
80046173	FIREPOWER INC			4,283.46
80046174	GALLS LLC	918.18		
80046175	GEO ENGINEERS INC	8,854.38		4,005.25
80046176	KAISER FOUNDATION HEALTH PLA	124,968.87		
80046177	GUNARAMA WHOLESALE INC	187.19		
80046178	HYDRAULICS PLUS INC	2,111.06		

80046179	KEN DAVIS LAWN & TREE CAR	1,131.52			
80046180	KONECRANES INC	7,093.76			
80046181	KPFF CONSULTING ENGINEERS	42,986.66			
80046182	LEXIS-NEXIS RISK & ANALYTICS	83.78			
80046183	LAURI LUCAS	3,064.55			
80046184	LUTHERAN COMMUNITY SERVICES	7,058.04			
80046185	M B FOSTER ASSOCIATES	12,146.85			
80046186	MAGLIN CORP				31,987.20
80046187	WILLIAM MARSHALL	124.51			
80046188	MCCOY POWER CONSULTANTS INC	6,250.00			
80046189	MCKINSTRY CO LLC			599.56	
80046190	DAVID M MILLER	327.75			
80046191	GEORGE H MORRISON				3,540.00
80046192	NAC ARCHITECTURE				11,675.00
80046193	NATIONAL COLOR GRAPHICS INC	4,554.37			
80046194	NORTHEAST YOUTH CENTER				11,628.13
80046195	NORTHSTAR ENTERPRISES INC				292.50
80046196	NORTHWEST VITAL RECORDS	3,524.35			
80046197	OCCUPATIONAL MEDICINE	411.75			
80046198	OIL RE-REFINING CO INC	655.00			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80046199	ONLINE CLEANING SERVICES	6,092.80		
80046200	WORKSPACE DEVELOPMENT LLC			20,546.47
80046201	PACWEST MACHINERY LLC	5,612.89		
80046202	PERKINS COIE LLP	505.75		
80046203	PROFESSIONAL ACCOUNT	12,070.50		
80046204	SAFWAY SERVICES INC	34,229.07		
80046205	SIMPLEXGRINNELL LP	15,666.66		
80046206	DR LOUIS C SOWERS	900.00		
80046207	SPOKANE COUNTY TREASURER	267,317.28		
80046208	SPOKANE HOUSE OF HOSE INC	369.41		
80046209	SPOKANE HOUSING AUTHORITY	12,041.70		
80046210	SPOKANE PRO CARE INC	326.38		
80046211	STANTEC ARCHITECTURE INC			10,161.88
80046212	TESTAMERICA LABORATORIES INC	6,090.00		
80046213	UNIFIRE POWER BLOWERS INC	51.16		
80046214	VERIZON WIRELESS BELLEVUE	443.14		
80046215	VERIZON WIRELESS LERT B	50.00		
80046216	VOLUNTEERS OF AMERICA OF	3,499.98		
80046217	WA STATE CRIMINAL JUSTICE	1,500.00		
80046218	WASHINGTON DENTAL SERVICE OR	49,650.65		
80046219	ZAMPELL REFRACTORIES INC	6,475.78		
80046220	PENNY C BROWN	230.00		
80046221	KARA HEATHERLY	41.20		
80046222	WILLIAM R PEACOCK	43.25		
80046223	LISA RAE RICHARDS	122.46		
		12,212,145.70	173,004.77	1,394,641.87
				14,487,311.94
		CITYWIDE TOTAL:		

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/17/2018
		Clerk's File #	CPR 2018-0003
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	MICHELLE HUGHES 6320	Project #	
Contact E-Mail	MCHUGHES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Claim Item	Requisition #	
Agenda Item Name	5600-ACCOUNTING-PAYROLL		

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: January 13, 2018. Payroll check #547690 through check #547812 $6,798,736.35

Summary (Background)

N/A

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 6,798,736.35	# N/A
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	HUGHES, MICHELLE	**Study Session**	
Division Director	MARCHAND, CRYSTAL	**Other**	
Finance	DOVAL, MATTHEW	Distribution List	
Legal	DALTON, PAT		
For the Mayor	DUNIVANT, TIMOTHY		
Additional Approvals			
Purchasing			

PAYROLL RECAP BY FUND
PAY PERIOD ENDING JANUARY 13, 2017

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	7,753.05
0230	CIVIL SERVICE	26,663.14
0260	CITY CLERK	12,872.80
0320	COUNCIL	33,452.51
0330	PUBLIC AFFAIRS / COMMUNICATIONS	25,110.21
0370	ENGINEERING SERVICES	168,478.74
0410	FINANCE	29,204.00
0430	GRANTS MNGMT & FINANCIAL ASSIST	13,019.20
0450	CD/HS DIVISION	8,056.80
0470	HISTORIC PRESERVATION	3,857.60
0500	LEGAL	111,499.13
0520	MAYOR	26,046.09
0550	NEIGHBORHOOD SERVICES	11,778.41
05601	MUNICIPAL COURT	104,243.22
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,744.00
0620	HUMAN RESOURCES	28,375.20
0650	PLANNING SERVICES	44,781.60
0680	POLICE	1,531,041.02
0690	PROBATION SERVICES	36,786.36
0700	PUBLIC DEFENDERS	83,129.06
0750	ECONOMIC DEVELOPMENT	10,548.00
0860	TREASURER	8,609.60
	TOTAL GENERAL FUND	2,332,049.74

FUND	FUND NAME	TOTAL
1100	STREET	270,396.86
1200	CODE ENFORCEMENT	33,476.80
1300	LIBRARY	179,123.24
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	249,250.41
1460	PARKING METER	34,320.44
1510	LAW ENFORCEMENT INFO SYSTEM FUND	3,840.80
1620	PUBLIC SAFETY & JUDICIAL GRANT	29,551.22
1630	COMBINED COMMUNICATIONS CENTER	68,843.97
1680	CD/HS	46,131.61
1970	EMS FUND	1,398,218.86
4100	WATER	395,321.80
4250	INTEGRATED CAPITAL FUND	41,844.38
4300	SEWER	489,147.20
4480	REFUSE	281,219.50
4490	SOLID WASTE	251,423.15
4600	GOLF	19,475.40
4700	GENERAL SERVICES FUND	136,698.76
5100	FLEET SERVICE	92,551.52
5200	PUBLIC WORKS & UTILITY FUND	58,264.65
5300	MIS	158,378.87
5400	REPROGRAPHICS	8,208.00
5500	PURCHASING	13,544.00
5600	ACCOUNTING SERVICES	92,508.42
5700	MY SPOKANE	22,442.61
5810	WORKER'S COMPENSATION	16,959.22
5830	SELF-FUNDED MEDICAL/DENTAL	10,919.59
5900	ASSET MANAGEMENT	24,173.50
6060	CITY RETIREMENT	10,380.00
6750	REGIONAL PLAN	30,071.83
	TOTAL	6,798,736.35

CORRECTED MINUTES OF SPOKANE CITY COUNCIL

Monday, December 11, 2017

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Briefing Center in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call
On roll call, Council President Stuckart and Council Members Beggs, Fagan, Kinnear, Mumm, Stratton, and Waldref were present.

Finance and Administration Division Director Tim Dunivant, City Council's Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

Advance Agenda Review
The City Council received an overview from staff on the December 18, 2017, Advance Agenda items.

Contract Extension with Spokane C.O.P.S. (OPR 2015-1058)
Upon review of the Contract Extension with Spokane C.O.P.S. for one year, Council President Stuckart requested Major Eric Olsen work with Council Member Stratton and Legal on making the extension a three-year contract extension and then City Council can substitute the updated version next week and then approve it.

Resolution 2017-0109
Council President Stuckart requested a motion to replace the previously filed version of Resolution 2017-0109 with the version that was emailed out earlier today. He provided an overview of the changes. The following action was taken:

> **Motion** by Council Member Fagan, seconded by Council Member Waldref, to so move (**to accept** the updated version as presented by Council President Stuckart); **carried unanimously.**

Final Reading Ordinance C35571 Enacting the Spokane Fair Elections Code
Council President Stuckart noted a revised version of Ordinance C35571 has been sent to City Council and he provided an overview of the changes. He requested a motion to replace the previous version for the revised version. The following action was taken:

> **Motion** by Council Member Waldref, seconded by Council Member Kinnear, **to replace** previously filed version with updated revised version; **carried unanimously.**

First Reading Ordinance C35573 Amending Ordinance C35423

Finance and Administration Division Director Tim Dunivant, on behalf of staff, requested withdrawal of First Reading Ordinance C35573 (amending Ordinance C35423 vacating a portion of Ross Court, North Crescent Avenue, North Center Street, Hamlin Street, and a portion of a nearby alley), as it turns out after (further) review staff does not need the ordinance. Council President Stuckart indicated the ordinance is off the agenda.

Action to Approve December 18, 2017, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the December 18, 2017, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

> **Motion** by Council Member Fagan, seconded by Council Member Waldref, **to approve** the Advance Agenda for Monday, December 18, 2017 (as amended); **carried unanimously.**

ADMINISTRATIVE SESSION

Current Agenda Review

The City Council reviewed the December 11, 2017, Current Agenda for any changes.

Resolution 2017-0100 Amending the City Council's Rules of Procedure

Council President Stuckart requested a change to the Rules of Procedure to amend (the first sentence under) 9.1.C to read: "The Council President may chair two (2) standing committees, as determined in his or her sole discretion." He noted this language matches SMC 2.005.010.D.2. The following action was taken:

> **Motion** by Council Member Fagan, seconded by Council Member Waldref, to so move (**to amend** the Council Rules of Procedure as presented by Council President Stuckart); **carried unanimously.**

CONSENT AGENDA

Upon motion by Council Member Fagan, seconded by Council Member Mumm, the City Council approved Staff Recommendations for the following:

Blanket Order with Roadwise Inc. (Tacoma, WA) for liquid deicer for the City Street Department–estimated annual usage is 8000 tons estimated cost of $1,400,000 (incl. tax). (OPR 2017-0835)

Value Blanket Renewal with Connell Oil (Spokane, WA) for the Fleet Services Department for lubricants utilizing Washington State Contract #02411–$300,000. (OPR 2015-0730)

Purchases by Fleet Services of:

a. (1) eleven cabs with various Truck Bodies and Accessories from Freightliner Northwest—$458,015.74 and (2) eleven chassis from Columbia Ford (Longview, WA) using Washing State Contract #05916 for various departments—$527,387.21. Total Contract Amount: $982,402.95. (OPR 2017-0836; BID 4401-17; OPR 2017-0852)

b. two Ford F350s from Columbia Ford (Longview, WA) utilizing state contract #05916 for the Street Department—$68,599.86 (incl. tax) (OPR 2017-0837)

Value Blanket orders for Fleet Services with:

a. Goodyear Commercial Tire and Services (Spokane, WA) for the purchase of Duraseal and Police tires using Washington State Contract #01712 from December 1, 2017 through March 31, 2019—Estimated expenditure of $625,000. (OPR 2017-0838)

b. GCR Tires, Inc. (Spokane, WA) for the purchase of miscellaneous new tires using state contract #01712—$524,375. (OPR 2017-0839)

c. Washington Auto Carriage (Spokane, WA) for the purchase of Wausau snow plow parts for three years with one, two year renewal—$75,000. (OPR 2017-0840)

Three-Year Contracts for Fleet Services for auto body repair services with:

a. Toby's Body and Fender, Inc. (primary contractor)—$260,000. (OPR 2017-0841; BID 4394-17)

b. Watson Paint and Body Works, Inc. (secondary contractor)—$40,000. (OPR 2017-0842; BID 4394-17)

Contracts for Calendar Year 2018 with Spokane Neighborhood Action Partners utilizing HUD CDBG funds to:

a. make Essential Repair Program home repair grants to low-income homeowners—$520,000. (OPR 2017-0843)

b. manage the Single Family Rehabilitation home rehab loan program for low-income homeowners—$1,288,641. (OPR 2017-0844; BID 4076-14)

Contract with Truepoint Solutions, LLC (Incline Village, NV) for Accela software professional services and support to create an online complaint form for the Code

Enforcement Department from November 15, 2017 through February 28, 2018 unless terminated sooner—$48,760. (OPR 2017-0845)

Contract with Colvico Inc. (Spokane, WA) for replacement of the Ray Street Well Station Transformer—$105,118 (incl. tax). (OPR 2017-0846; BID 4413-17)

Report of the Mayor of pending:

a. Claims and payments of previously approved obligations, including those of Parks and Library, through December 1, 2017, total $9,864,343.40 (Check Nos. 543484-543711; ACH Payment Nos. 44493-44822), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $9,558,500.76. (CPR 2017-0002)

b. Payroll claims of previously approved obligations through February 11, 2017: $7,267,685.32 (Payroll Check Nos. 547321-547446). (OPR 2017-0003)

City Council Meeting Minutes: November 20, 2017, November 27, 2017 and November 30, 2017. (CPR 2017-0013)

Contract with T. LaRiviere Equipment & Excavation (PR 2016-0017; ENG 2014107) (deferred from December 4, 2017, Agenda) (taken separately)

Council Member Mumm requested a motion to defer the Contract with T. LaRiviere Equipment and Excavation (for Lincoln Street/Monroe Street - 2nd Avenue to Main Avenue) for one more week. She noted an email has been received from Engineering Director Kyle Twohig that explained they are still negotiating and awaiting supporting documents on the remaining amount. Following Council commentary, the following action was taken:

> **Motion** by Council Member Mumm, seconded by Council Member Stratton, **to defer** the Contract with T. LaRiviere for one more week (to December 18, 2017); **carried unanimously.**

Council Recess/Executive Session

The City Council adjourned at 4:30 p.m. No Executive Session was held. The City Council reconvened again at 6:00 p.m. for the Regular Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance

The Pledge of Allegiance was led by Cub Scout Pack No. 344.

Roll Call

Council President Stuckart and Council Members Beggs, Fagan, Kinnear, Mumm, Stratton, and Waldref were present.

City Council's Policy Advisor Brian McClatchey and City Clerk Terri Pfister were also present.

There were no **Boards and Commissions Appointments.**

PROCLAMATIONS

Week of December 10, 2017 *Spokane Municipal Community Court Week*

Council Member Kinnear read the proclamation. Judge Mary Logan, accompanied by the Community Court team, accepted the proclamation. The proclamation notes the Spokane Municipal Community Court was established on December 9, 2013. The program has been subsequently funded by joint effort Community Court grants from the Center of Court Innovation (CCI) and the U.S. Department of Justice's Bureau of Justice Assistance (BJA). This problem solving court has had great success in its work in the Downtown Spokane core helping to lift those experiencing homelessness out of poverty by providing opportunities to engage with our community, volunteer work, commitment, and interaction between Court personnel and homeless service providers. The City of Spokane celebrates the Court's 4th Anniversary and new expansion to the Northeast Community Center by recognizing the success and promising future potential of the Community Court as well as their tremendous contribution to public safety, unity, and prosperity in our City. The proclamation encourages all citizens to celebrate the fourth anniversary of the Court as well as the inauguration of the new branch at Northeast Community Center.

ADMINISTRATIVE REPORTS

Laura Renz, with the Northwest Service Dog Alliance, announced that City Council is the recipient of the Alliance's first award. She recognized Council Member Fagan for going above and beyond by holding a series of public forums and receiving feedback before he proceeded with his agenda on helping what became the Northwest Service Dog Alliance. She thanked the City Council for all the help given to the disabled community this past year. She noted the service dog community thanks City Council, especially Council Member Fagan, from the bottom of their hearts as they continue with their efforts for the handlers, businesses, and the community as a whole. Ms. Renz stated the Northwest Service Dog Alliance proudly presents the Spokane City Council and Councilman Mike Fagan with a Certificate of Appreciation for all of their efforts.

COUNCIL COMMITTEE REPORTS

Public Infrastructure, Environment and Sustainability (PIES) Committee

Council Member Waldref reported on the PIES Committee meeting held earlier today (December 11, 2017). Minutes of the PIES Committee meeting are filed with the City Clerk's Office and are available for review following approval by the PIES Committee.

OPEN FORUM

Leo Jenkins commented he looked through the 350 pages of the agenda for this evening and noted there is a lot of planning being done for snow removal. He stated he asked the City to make efforts to spend as much of citizen tax revenue as it can on businesses within our City limits.

Jerry Beaver spoke regarding apprenticeship utilization in the City of Spokane.

Henry Valder requested anyone wishing to donate to the to the Vets Garage can donate some snow blowers and tools and spoke about the City's Real Change program. He also remarked on the number of vets dying of suicide each year, homelessness, and made other remarks.

Val Whaley remarked on sexual misconduct and the power of control and power of manipulation.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCE
Special Budget Ordinance C35567
Council President Stuckart provided a brief overview of Special Budget Ordinance C35567. There was an opportunity for public testimony, with no individuals requesting to speak. The following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **passed Special Budget Ordinance C35567** amending Ordinance No. C35457 passed by the City Council November 28, 2016, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:
>
> Solid Waste Collection Fund
> FROM: Unappropriated Reserves, $1,800,000;
> TO: Operating Transfer Out – Disposal, same amount.

(This action provides additional funds for the purpose of an operating transfer from the Solid Waste Collections Department to the Solid Waste Disposal Department due to increased tonnage processed in 2017.)

There were no **Emergency Ordinances.**

RESOLUTIONS

Resolution 2017-0100

Council Member Waldref provided an overview of Resolution 2017-0100 (as amended during the 3:30 p.m. Briefing Session). Two citizens provided public testimony on the matter. Council commentary ensued, after which the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2017-0100** amending the City Council's Rules of Procedure (as amended).

Resolution 2017-0102

Subsequent to an opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2017-0102** of the City of Spokane, Washington, granting Comcast Cable Communications Management LLC a Franchise Extension through June 30, 2018.

Resolution 2017-0103

Subsequent to an opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted** Joint City, County, and Spokane Airport Board **Resolution 2017-0103** for new hangar and gateway improvements at Felts Field Airport─expense of $5,000,000.

For Council action on Resolution 2017-0101, see section of minutes following "First Reading Ordinances."

FINAL READING ORDINANCES

Final Reading Ordinance C35565

Council President Stuckart provided introductory remarks regarding Final Reading Ordinance C35565 adopting the Annual Budget of the City of Spokane for 2018. Several motions to amend the budget were presented and Council commentary held, with the following actions taken:

Motion by Council Member Stratton, seconded by Council Member Fagan, **to take** $20,000 from General Fund Unappropriated Reserves and move it to the Spokane Police Department's C.O.P.S. Contractual Services line item; **carried unanimously.**

Prior to action being taken on the above motion, Council Member Stratton indicated the funds will be used to further the organization's mission of crime prevention, community safety, and community outreach. She noted the motion aligns with the City's Strategic Plan relating to a safe and healthy community.

Motion by Council Member Stratton, seconded by Council President Stuckart, **to replace** the budget ordinance, C35564, with the ordinance that City Council received prior to this meeting (6:00 p.m. Legislative Session), **with friendly amendment** by Council Member Mumm and accepted by Council Member Stratton and Council President Stuckart, that the CPI be tied to a certain month, such as an August to August CPI; **rejected 3 to 4 (Council Members Beggs, Kinnear, Mumm, and Waldref voting "no").**

Motion by Council Member Stratton, seconded by Council Member Mumm, **to eliminate** the vacant Director of Planning, Community, and Economic Development position in the Economic Development budget; **carried 4-3 (Council Members Beggs, Kinnear, and Waldref voting "no").**

Council Member Stratton indicated the position is vacant and have not heard any indication of the position being filled, and she noted the salary is about $130,000. Council President Stuckart noted he would be open at a later time to looking at funding a temp seasonal on this in order to pay Rick Romero.

Motion by Council Member Stratton, seconded by Council President Stuckart, **to fund** four clerks in Utility Billing to be paid for by Interfund (billing out to various departments); **carried unanimously.**

Prior to action on the above motion, Council Member Stratton stated this is a greatly understaffed office at this time and more utility billing clerks are necessary to deliver excellent customer service. She stated this is a sustainable financial decision that will provide long term savings for our taxpayers and business continuity and stability in our utility billing practices. Finance and Administration Division Director Tim Dunivant

clarified as to whether the clerks are I's, II's, or III's. Council Member Stratton indicated they are Clerks II's, starting at Level (Step) 1.

> **Motion** by Council Member Stratton, seconded by Council President Stuckart, **to eliminate** the one office manager position and six clerks in the Public Works Customer Service Program Budget and move the one office manager position and six clerks to the Solid Waste Collection Administration Program Budget; **carried unanimously.**

Prior to action on the above motion, Council Member Kinnear indicated this action does not mandate that the manager and clerks actually stay where they are; that they could still be moved. Council Member Stratton stated it is her very strong preference they would stay in Solid Waste Collections and that hopefully with the four new positions in Utilities that would be enough that they wouldn't have to move them over physically.

> **Motion** by Council Member Stratton, seconded by Council President Stuckart, **to eliminate** the three Refuse District Supervisor positions in the Solid Waste Collection Solid Waste Operations program budget and add five Refuse Collector I's at Step1 to the Solid Waste collection Solid Waste Operations program budget; **carried 6-1 (Council Member Waldref voting "no").**

Prior to action on the above motion, Council President Stuckart stated his concern is that as collections in yard waste have gone up, the work has gone up, that is reflected by the move tonight in transferring $1.8 million because we had that in excess to go over to disposal (reference Special Budget Ordinance C35567). It was confirmed recycling has gone up, yard waste has gone up, and construction haul offs have gone up. He stated at this point eliminating the five Collectors and at the same hiring three supervisors is the wrong message to send when what we should be doing is offering excellent customer service to our citizens. Council Member Stratton added that for 2018 that department (Solid Waste) is not going to be able to have any temporary seasonal workers and so the five additional collectors would be very useful in assisting on routes, covering for people that are sick, and keeping up with the increased busy schedule. Council Member Beggs inquired how many of these positions are in the current 2017 Budget. Council President Stuckart indicated all five are in the 2017 Budget. Council Member Beggs stated it's not adding the five positions; it's just not eliminating the positions. Council President Stuckart clarified that we'd be reverting to the count of collectors and supervisors that were approved for the 2017 Budget. Council Member Mumm inquired if the motion is budget neutral. Council President Stuckart stated it is approximately $50,000 more in salary cost and the cost would come out of excess

revenue in Solid Waste. Council Member Waldref indicated she would support adding back the five refuse collectors, but not eliminating the supervisors.

> **Motion** by Council Member Beggs, seconded by Council Member Waldref, **to accept** the Finance and Administration Division Director's budget memo (reflecting last minute changes to the budget); **carried unanimously.**
>
> **Upon Unanimous Roll Call Vote,** the City Council **passed Ordinance C35565** adopting the Annual Budget of the City of Spokane for 2018 (as amended), making appropriations to the various funds of the City of Spokane for the year ending December 31, 2018, providing it shall take effect immediately upon passage.

FIRST READING ORDINANCES
The following ordinances were read for the First Time with further action deferred:

ORD C35568 Changing the zone from Residential Single-Family (RSF) to Residential Single- Family Compact (RSF-C) for property located 1217 E 5th Ave in the City and County of Spokane, State of Washington, by amending the Official Zoning Map.

ORD C35569 Approving and confirming the 2018 assessments and assessment roll for the East Sprague Parking and Business Improvement Area, prepared under Ordinance No. C35377 as codified and amended in Chapter 4.31C SMC.

ORD C35570 Approving & confirming the 2018 assessments and assessment roll for the Downtown Parking and Business Improvement Area (Business Improvement District - BID), prepared under Ordinance No. C32923 as codified & amended in Chapter 4.31 SMC.

ORD C35571 Enacting the Spokane Fair Elections Code; instituting campaign contribution limits and disclosure requirements; amending chapter 1.07 and sections 1.02.950, 1.05.210, 7.06.500, and 7.08.149 of the Spokane Municipal Code. (As amended during the 3:30 p.m. Briefing Session)

Resolution 2017-0101
Council Member Waldref and Rick Romero of Public Works provided an introduction and overview of Resolution 2017-0101. Subsequent to Council commentary and the opportunity for public testimony, with no individuals requesting to speak, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **adopted Resolution 2017-0101** adopting the City of Spokane's Joint Strategic Plan.

There were no **Special Considerations.**

There were no **Hearings.**

No individuals spoke during the **Second Open Forum.**

ADJOURNMENT
There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:47 p.m.

Minutes prepared and submitted for publication in the December 20, 2017, issue of the *Official Gazette*.

_____
Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on _____, 2018.

_____
Ben Stuckart
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, January 4, 2018

A Special Meeting of the Spokane City Council was held on the above date at 3:32 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart and Council Members Burke, Fagan, Kinnear and Stratton were present. Council Member Beggs arrived at 3:35 p.m. and Council Member Mumm arrived at 3:38 p.m.

The following topic was discussed:

- Presentation by the Holland Group on Affordable Housing legislative bill

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 4:25 p.m.

Minutes prepared and submitted for publication in the January 24, 2018, issue of the Official Gazette:

_____
Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2018.

_____
Ben Stuckart
City Council President

MINUTES OF SPOKANE CITY COUNCIL

Monday, January 8, 2018

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Briefing Center in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call
On roll call, Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

Finance and Administration Division Director Tim Dunivant, City Council's Policy Advisor Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

Advance Agenda Review
The regularly scheduled City Council meeting on Tuesday, January 16, 2018, is cancelled; therefore, there is no advance agenda to review.

ADMINISTRATIVE SESSION

Appointment of Council President Pro Tem
Council President Stuckart suggested a motion to appoint Council Member Mike Fagan as the Council President Pro Tem since he is the longest serving member, along with the Council President, on the City Council. The following action was taken:

> **Motion** by Council Member Stratton, seconded by Council Member Kinnear, **to appoint** Council Member Fagan as Council President Pro Tem; **carried 6-1 (Council Member Mumm voting "no").**

Current Agenda Review
The City Council received an overview from staff on the January 8, 2018, Advance Agenda items.

Letter to Representatives to Express Strong Support for the Passage of H.B. 1535, the Responsible Representation Act (CPR 2018-0032)
Council President Stuckart requested a motion to suspend the Council Rules in order to add for consideration a letter from City Council to Representatives Timm Ormsby, Steve Tharinger, and Marcus Riccelli expressing the City Council's strong support for the passage of H.B. 1535, the Responsible Representation Act. Council President Stuckart

noted he passed out a copy of the letter to City Council and the City Clerk. The following actions were taken:

> **Motion** by Council Member Fagan, seconded by Council Member Beggs, **to suspend** the Council Rules; **carried unanimously.**
>
> **Motion** by Council Member Fagan, seconded by Council Member Mumm, **to add** the letter (to today's Consent Agenda); **carried unanimously.**

Council Member Mumm provided an overview of H.B. 1535, which she noted was set for hearing by the House of Representatives for tomorrow morning. She stated the legislation is in regard to elections by district for better representation.

Resolution 2018-0001

Council Member Beggs provided an overview of Resolution 2018-0001, which is Council's response to the Administration snow plan that went out to neighborhoods and for which the Council received feedback. He noted the resolution has been tweaked a little bit. He further commented the plan is always subject to revision as Neighborhood Services and Streets continues to get good feedback. He stated his own observation has been that the Street Department has been responsive to changes. He then provided an overview of the changes to the resolution. The following action was taken:

> **Motion** by Council Member Beggs, seconded by Council Member Kinnear, **to amend** Resolution 2018-0001 (supporting the City of Spokane's revamped snow response plan for the 2017-18 winter and encouraging community members to collaborate with the City to keep the community moving during winter weather events) as reflected in the material (revised Resolution 2018-0001) passed out and as provided to the City Clerk (by Council Member Beggs); **carried unanimously.**

CONSENT AGENDA

Upon motion by Council Member Fagan, seconded by Council Member Beggs, the City Council unanimously approved Staff Recommendations for the following:

Intergovernmental Agreement between the County of Spokane and the City regarding Commute Trip Reduction Implementation. (OPR 2018-0003)

Low Bids of:

a. Holt Services, Inc. (Edgewood, WA) for Havana Well Field–$1,199,088 (plus tax). An administrative reserve of $119,908.80 (plus tax), which is 10% of the contract price (plus tax), will be set aside. (East Central Neighborhood) (OPR 2018-0004 / ENG 2016142)

b. T. LaRiviere Equipment & Excavation, Inc. (Athol, ID) for Central Avenue Well #2 Rehabilitation–$995,429.30 (plus tax). An administrative reserve of $99,542.93, which is 10% of the contract price (plus tax), will be set aside. (OPR 2018-0005 / ENG 2016133)

Amendment to Contract with Historical Research Associates, Inc. (Missoula, MT) for Cultural Resource consultant On-Call Services–increase of $300,000. Total Contract Amount: $600,000. (Various Neighborhoods) (OPR 2016-0848 / ENG 2016196)

Report of the Mayor of pending:

a. Claims and payments of previously approved obligations, including those of Parks and Library, through December 29, 2017, total $28,536,984.54, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $24,386,455.48. (CPR 2018-0002)

b. Payroll claims of previously approved obligations through December 16, 2017, 2017: $6,414,605.77. (CPR 2018-0003)

c. Payroll claims of previously approved obligations through December 30, 2017, 2017: $6,981,965.59. (CPR 2018-0003)

City Council Meeting Minutes: TBD Governing Board-November 20, 2017, December 11, 2017, December 14, 2017 and December 18, 2018. (CPR 2018-0013)

City Council Letter to Representatives Timm Ormsby, Steve Tharinger, and Marcus Riccelli to express City Council's strong support for the passage of H.B. 1535, the Responsible Representation Act. (CPR 2018-0032)

Council Recess/Executive Session
The City Council adjourned at 3:43 p.m. The City Council immediately reconvened into an Executive Session to discuss pending litigation and real estate matters for 10 minutes. City Attorney Mike Ormsby and Assistant City Attorney Sam Faggiano were present for the Executive Session. The City Council reconvened again at 6:00 p.m. for the Regular Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance
The Pledge of Allegiance was led by Council President Stuckart.

Welcome to Council Member Burke
Council President Stuckart welcomed new City Council Member Burke. The audience welcomed Council Member Burke with a round of applause.

Moment of Silence
Council President Stuckart noted that last month there was a remembrance of all the homeless people that died on the streets of Spokane. He called for a moment of silence in remembrance of all those who have died. He noted that last year 47 people died on the streets of our City.

Roll Call
Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Council's Policy Advisor Brian McClatchey and City Clerk Terri Pfister were also present.

PROCLAMATIONS
Month of January *Human Trafficking Awareness Month*

Council Member Kinnear read the proclamation and presented it to Nicole Bishop of the Human Rights Commission, as well as other representatives who accompanied Ms. Bishop at the podium. The Spokane Police Department recognizes the insidious nature of human trafficking and works closely with Federal and State partners to combat this serious issue, rescue victims and stalk perpetrators of these crimes. During the month of January, the Spokane Human Rights Commission along with anti-trafficking agencies will be spreading awareness of human trafficking within the community, including events fit for all ages to attend in observance of Human Trafficking Awareness Month. Nicole Bishop provided remarks on human trafficking in the area and the importance of Human Trafficking Awareness Month.

COUNCIL COMMITTEE REPORTS
Public Safety and Community Health Committee Meeting
Council Member Kinnear reported on the Public Safety and Community Health Committee meeting held earlier today (January 8). Minutes of the Public Safety and Community Health Committee meeting are filed with the City Clerk's Office and are available for review following approval by the Public Safety Committee. Council Member Kinnear as part of her report welcomed new Assistant Fire Chief Trisha Wolford.

There were no **Administrative Reports.**

Boards and Commissions Appointments - See Council Action under Resolution 2018-0002.

OPEN FORUM

Alfredo Llamedo remarked on Uber and Lyft. He stated as an Uber and Lyft driver that he has experienced the opposite from the taxi drivers. He indicated he does not harass taxi drivers and he is out there to make a living, to pick up riders, and take them where they want to go.

Jerry Beaver noted he is a business representative for the Pacific Northwest Regional Council of Carpenters. He noted the Carpenters have recently gotten involved with a nonprofit in Spokane area – Sleep in Heavenly Peace – that builds bunk beds for young children that do not have beds currently. He stated the Carpenters partner with the nonprofit to get young women involved in the construction industry as well as to give back to the community of Spokane, Spokane Valley, and other surrounding areas. He asked the Council if there will be any participation possible from anyone of the members to come down to the Carpenters event and show how much the community cares about our youth. The event is scheduled for January 18 from 9 a.m. to 1 p.m. at the Carpenters Local 59 Union Hall, 127 E. Augusta.

James Earl remarked on HOC (House of Charity). He also spoke regarding people sleeping outside underneath the Brown Street Bridge. He suggested a solution of putting people in zombie homes. He also commented on cannabis hiring laws. He suggested passing an ordinance to make it easier for people to get jobs who do cannabis.

Mercy Aguilar noted the Women's March had a couple of hiccups and the funder pulled out but the rally and March are still being put on. She invited City Council to attend. It will be at the Convention Center on Spokane Falls Boulevard on January 21. She noted people will start lining up at noon at the red wagon and the March starts at 1:00 p.m. and doors open to the Convention Center from 1:00 p.m. to 5:30 p.m.

Kristine Schuler remarked on the new (pedestrian-bicycle) bridge and the naming of it. She indicated she's not sure how much or how long the bridge will last. She referenced the naming of the bridge project and the name standing the test of time. She said the name should last as long as the bridge and stated we should not name the bridge after a person. She indicated she saw on twitter "Lilac City Bridge," and she suggested voting for this name or any other name that is not the name of a person.

Henry Valder requested we stop with the panhandling law. He stated the constitution gives people certain rights and that's one of them – Freedom of Speech. He also remarked on the people who died on City streets. In addition, he remarked on community court, the Dream Center, and community centers. He also remarked on the homeless count, the Give Real Change, prayer, and provided other remarks.

LEGISLATIVE AGENDA

There were no **Special Budget Ordinances.**

There were no **Emergency Ordinances.**

RESOLUTIONS

Resolution 2018-0001

Council Member Beggs provided an overview of Resolution 2018-0001. Public testimony was received and Council commentary held, after which the following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **adopted Resolution 2018-0001** (as amended during the 3:30 p.m. Administrative Session) supporting the City of Spokane's revamped snow response plan for the 2017-18 winter and encouraging community members to collaborate with the City to keep the community moving during winter weather events.

Resolution 2018-0002

Upon consideration of Resolution 2018-0002, Council President Stuckart requested the following three recommend changes (to the list of City Council Member appointments attached to Resolution 2018-0002), and he requested a motion to make the changes:

1. add Council Member Mumm to the Association of Washington Cities Board of Directors;
2. replace Council Member Kinnear with Council Member Fagan on the Police Pension Fund; and
3. replace Council Member Fagan with Council Member Burke on the Red Light Committee.

The following action was taken:

> **Motion** by Council Member Fagan, seconded by Council Member Mumm, to so move (**to make** the changes as presented by Council President Stuckart); **carried unanimously.**

There was an opportunity for public testimony, with no individuals requesting to speak, and an opportunity for Council commentary. The following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **adopted Resolution 2018-0002** appointing City Council members to boards, committees, and commissions for 2018 (as amended).

Resolution 2018-0003
Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and an opportunity for Council commentary, the following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **adopted Resolution 2018-0003** declaring an Emergency and authorizing the City's Fire Department to contract with Bauer Compressors (Livermore, CA), in lieu of public bidding, for the purchase of two Bauer Breathing Air Compressors–estimated cost $160,000 (incl. tax).

FINAL READING ORDINANCES
Final Reading Ordinance C35572
Council President Stuckart provided a brief overview of Final Reading Ordinance C35572. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and an opportunity for Council commentary, the following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **passed Final Reading Ordinance C35572** relating to special budget ordinances; amending SMC sections 7.08.010, 7.09.015 and 8.19.030.

Final Reading Ordinance C35574
Council President Stuckart provided a brief overview of Final Reading Ordinance C35574. Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and the opportunity for Council questions and commentary, the following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **passed Final Reading Ordinance C35574** relating to the Spokane Employees' Retirement System amending Spokane Municipal Code Sections 3.05.020. 3.05.025, 3.05.030, 3.05.040, 3.05.050, 3.05.070, 3.05.120, 3.05.130, 3.05.160, 3.05.165, 3.05.166, 3.05.168, 3.05.170, 3.05.180, 3.05.190, 3.05.210, 3.05.260, 3.05.270, 3.05.275 and adopting a new section 3.05.167 to chapter 3.05 of the Spokane Municipal Code.

There were no **First Reading Ordinances.**

SPECIAL CONSIDERATIONS

Consideration of Mayoral Veto of Ordinance C35571 (Spokane Fair Elections Code)
Upon consideration of the Mayoral Veto of Ordinance C35571 (Spokane Fair Elections Code), Council President Stuckart provided a presentation pertaining to the ordinance.

Public testimony was received and Council commentary and debate ensued. Council President Stuckart requested a motion to override the veto. The following action was taken:

> **Motion** by Council Member Beggs, seconded by Council Member Mumm, **to override** the (Mayoral) veto on the Campaign Finance Reform Ordinance (Spokane Fair Elections Ordinance); **carried 6-1 (Council Member Fagan voting "no").**

There were no **Hearings.**

SECOND OPEN FORUM

Alan McDowell addressed last year's net neutrality council protest. He stated net neutrality can be a major preventative tool to prevent illegal content and sex trafficking in the future. He also remarked on over compliance among community partners. He stated in 2018 he will work to build accurate evaluations to be provided live on the scene by SPD to prevent unlawful detainments, and he provided other remarks.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:43 p.m.

The regularly scheduled City Council Meeting for Tuesday, January 16, 2018, has been canceled. (There is no meeting on Monday, January 15, 2018, due to the recognized observance of Martin Luther King Jr. Day).

The January 22, 2018, 6:00 p.m. Legislative Session will be a Town Hall Session held in City Council Chambers.

Minutes prepared and submitted for publication in the January 17, 2018, issue of the *Official Gazette*.

_____
Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on _____, 2018.

_____
Ben Stuckart
City Council President

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	12/26/2017
		Clerk's File #	RES 2018-0004
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700 - SHERIDAN AND RIVERSIDE STREET VACATION		

Agenda Wording

Resolution setting hearing before the City Council for February 26, 2018 for the vacation of Sheridan Street from the north right of way line of Riverside Avenue to 25 feet north of the north right of way line of Riverside Avenue, as requested by Avista Corporation.

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

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

Approvals		Council Notifications	
Dept Head	BECKER, KRIS	**Study Session**	
Division Director	TRAUTMAN, HEATHER	**Other**	Urban Development - 11/13/17
Finance	HUGHES, MICHELLE	Distribution List	
Legal	RICHMAN, JAMES	ebrown@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	jeliason@spokanecity.org	
Additional Approvals		kbecker@spokanecity.org	
Purchasing		sbishop@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM		

RESOLUTION 2018-0004

WHEREAS, on October 16, 2017, the Spokane City Council received a petition for the vacation of Sheridan Street from the north right of way line of Riverside Avenue to twenty-five feet north of the north right of way line of Riverside Avenue, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting Sheridan Street from the north right of way line of Riverside Avenue to twenty-five feet north of the north right of way line of Riverside Avenue, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate Sheridan Street from the north right of way line of Riverside Avenue to twenty-five feet north of the north right of way line of Riverside Avenue, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **February 26, 2018** and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2017.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE
PLANNING & DEVELOPMENT
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
October 24, 2017

LOCATION: Sheridan Street from the north right of way line of Riverside Avenue to 25 feet north of Riverside Avenue

PROPONENT: Avista

PURPOSE: Future development of the area

HEARING: February 26, 2018

REPORTS:

AVISTA UTILITIES – No comments (applicant)

INLAND POWER – No utility facilities within the proposed vacation area.

COMCAST – Comcast has facilities within the proposed vacation area. Retain easement.

XO COMMUNICATIONS – Vacation is good with CTL as long as facilities can be maintained.

CENTURYLINK – Retain easement.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments received.

FIRE DEPARTMENT – No objections.

NEIGHBORHOOD SERVICES – No comments received.

PARKS DEPARTMENT – No comments received.

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – Adequate emergency vehicle and refuse collection access and maneuvering shall be maintained to existing and future buildings.

LONG RANGE PLANNING – No comments received.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No objection.

PLANNING & DEVELOPMENT – PLANNING – No concerns.

POLICE DEPARTMENT – No comments received.

SOLID WASTE MANAGEMENT – No comments received.

STREET DEPARTMENT – TRAFFIC OPERATIONS – No comments received.

WASTEWATER MANAGEMENT – No objection provided onsite runoff be maintained and treated on site.

WATER DEPARTMENT – No comments received.

BICYCLE ADVISORY BOARD – No comments received.

RECOMMENDATION: That the petition be granted and a Vacating Ordinance be prepared subject to the following conditions:

1. An easement as requested by CenturyLink shall be retained to protect existing and future utilities.

2. Adequate emergency vehicle and refuse collection access and maneuvering shall be maintained to existing and future buildings.

3. Closure work shall be designed, approved by the City, and completed to City Standards.

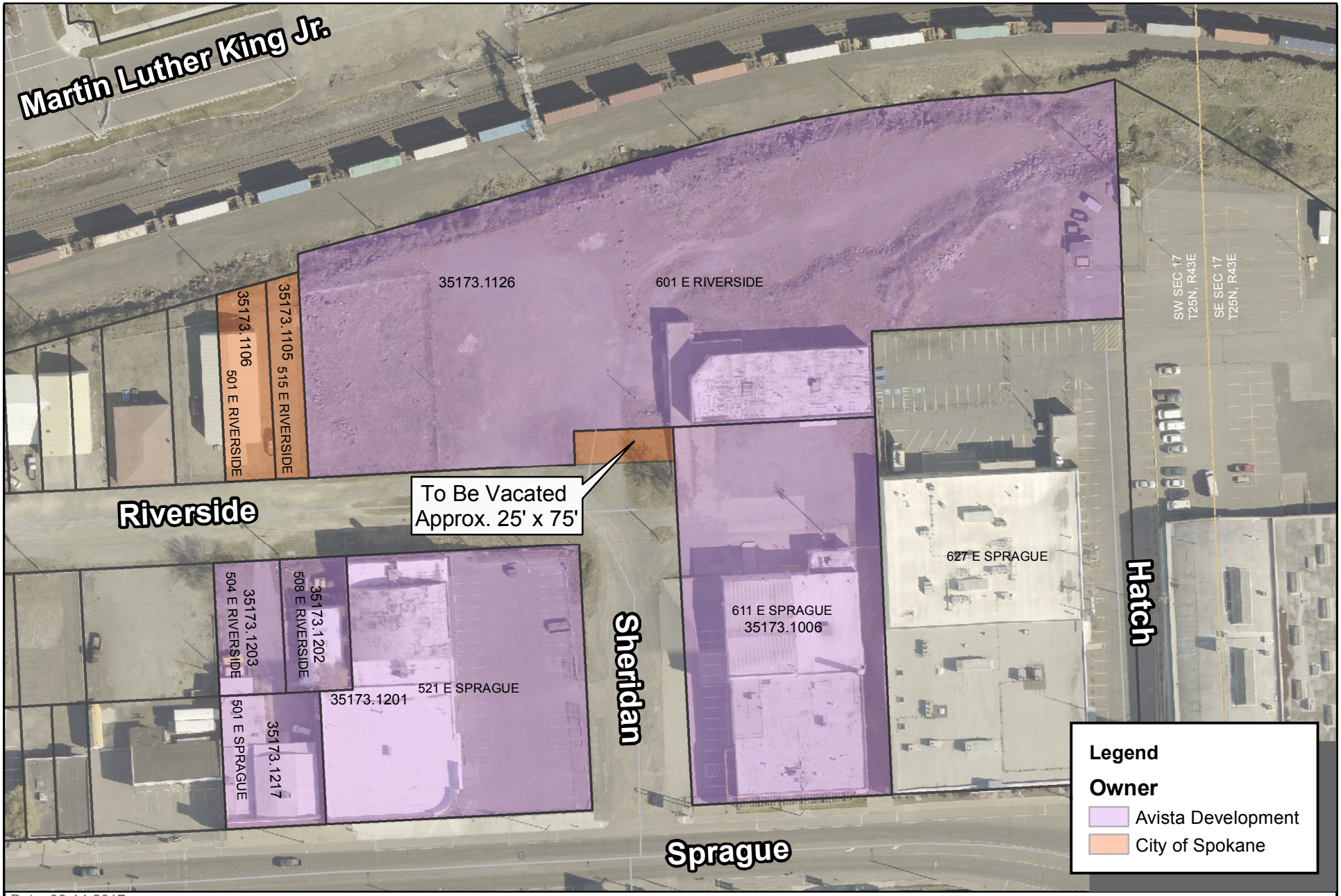
4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be $9,374.95 and is to be deposited to Budget Account #3200 49199 99999 39510.

5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2018.

Eldon W. Brown

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

JE/xxx
\stvac\Sheridan & Riverside



Date: 09-14-2017

0 100 200 Feet

N

Avista Development
South University District
Catalyst Project

6546157 164-34

C-38237

RECORD OF SURVEY

A PORTION OF THE SW 1/4 OF SECTION 17,
T. 25 N., R. 43 E., W.M., CITY OF SPOKANE, SPOKANE
COUNTY, WASHINGTON

FILED FOR RECORD THIS 21st DAY OF October 20 16 AT 9:58 A.M. IN BOOK 164 OF Surveys AT PAGE 34 AT THE REQUEST OF Avista Corporation
Vicky Dalton
COUNTY AUDITOR _____ DEPUTY

40' 20' 0' 40' 80'
SCALE: 1" = 40'

LEGAL DESCRIPTION PER R2

BLOCK 1, FIRST ADDITION TO THIRD ADDITION TO RAILROAD ADDITION, AS PER PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 23, RECORDS OF SPOKANE COUNTY;

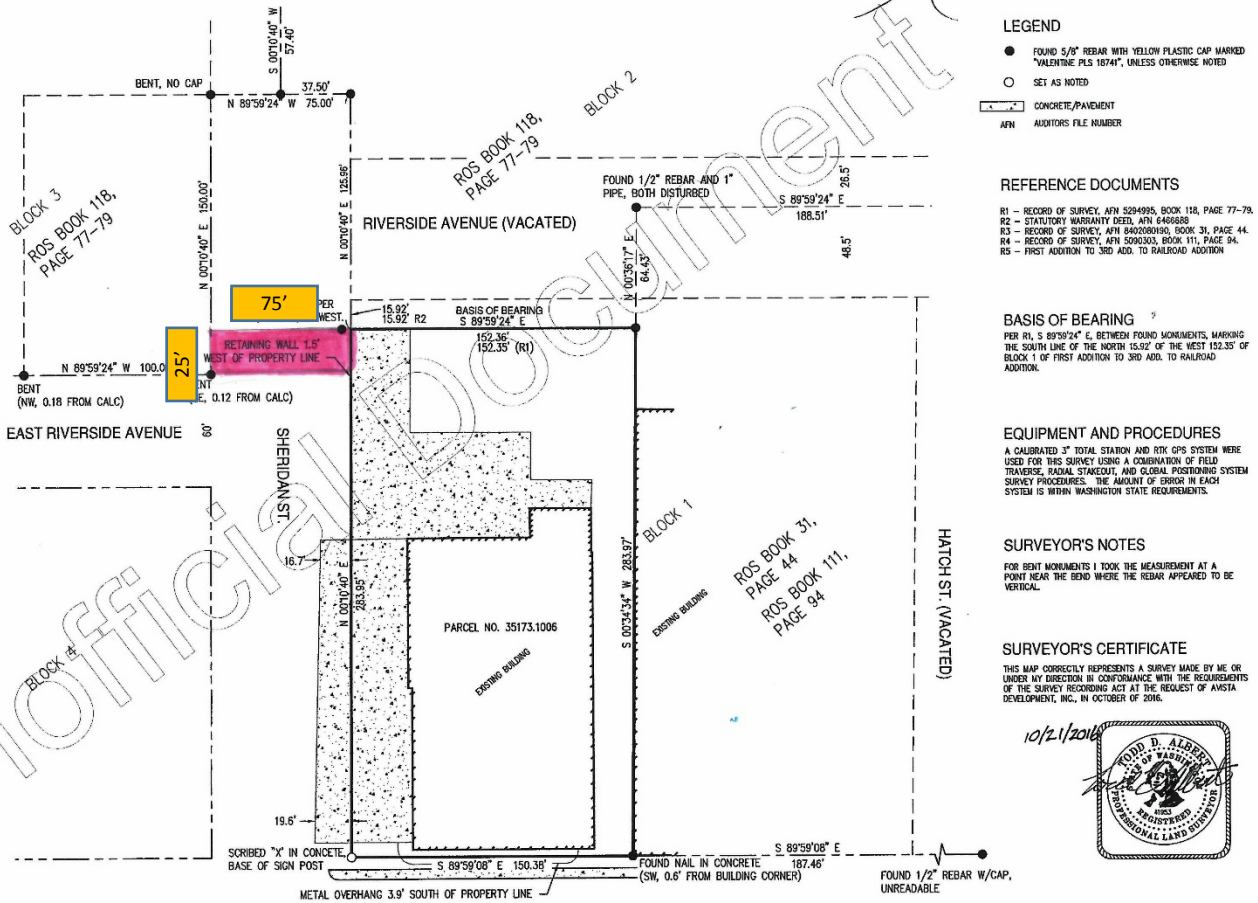
EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID BLOCK 1, WHICH POINT IS 150.01 FEET WEST OF THE SOUTHEAST CORNER OF SAID BLOCK;
THENCE EASTERLY ALONG THE SOUTH LINE OF SAID BLOCK, 150.01 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK;
THENCE NORTH 00°45'25" EAST, 348.5 FEET;
THENCE WESTERLY ALONG THE NORTH LINE OF THE SOUTH 48.5 FEET OF VACATED RIVERSIDE AVENUE, A DISTANCE OF 151.01 FEET;
THENCE SOUTHERLY IN A STRAIGHT LINE TO THE POINT OF BEGINNING;

ALSO EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 1, LYING SOUTH 00°10'40" WEST, A DISTANCE OF 15.92 FEET FROM THE NORTHWEST CORNER THEREOF;
THENCE NORTH 00°10'40" EAST ALONG SAID WEST LINE AND SAID LINE EXTENDED, AND ALONG THE WEST LINE OF SAID BLOCK 2, A DISTANCE OF 125.96 FEET, TO THE POINT OF INTERSECTION OF THE WEST LINE OF LOT 13, BLOCK 2, OF SAID FIRST ADDITION TO THE THIRD ADDITION TO THE RAILROAD ADDITION, WITH THE SOUTH LINE OF LOT 1, BLOCK 3 OF SAID ADDITION, EXTENDED EAST;
THENCE NORTH 89°59'24" WEST ALONG THE EXTENDED SOUTH LINE OF SAID LOT 1, BLOCK 3, A DISTANCE OF 37.50 FEET TO A POINT OF INTERSECTION WITH THE CENTER LINE OF SAID VACATED SHERIDAN STREET;
THENCE NORTH 00°10'40" EAST, ALONG SAID CENTER LINE OF VACATED SHERIDAN STREET, A DISTANCE OF 70.88 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 50.00 FEET SOUTHERLY OF, AND AT RIGHT ANGLES TO, THE CENTER LINE OF THE EASTBOUND MAIN LINE TRACK OF THE BNSF RAILWAY COMPANY (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) AS THE SAME EXISTED ON JULY 10, 1990 (ESTABLISHED DATE FROM CONVEYANCE OF THE PROPERTY FROM BURLINGTON NORTHERN RAILROAD COMPANY TO GLACIER PARK COMPANY);
THENCE NORTHEASTERLY ALONG A LINE LYING 50.00 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID EASTBOUND MAINLINE TRACK, AN ARC DISTANCE OF 346.60 FEET, TO A POINT ON THE EAST LINE OF SAID BLOCK 2;
THENCE NORTH 78°08'50" EAST, A DISTANCE OF 38.425 FEET, TO A POINT ON THE EAST LINE OF SAID VACATED HATCH STREET;
THENCE SOUTH 00°45'10" WEST ALONG SAID EAST LINE OF VACATED HATCH STREET, A DISTANCE OF 179.29 FEET, TO THE POINT OF INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF THAT CERTAIN PARCEL CONVEYED TO INTERNATIONAL HARVESTER COMPANY BY DEED DATED APRIL 10, 1951, RECORDED MAY 8, 1951 IN VOLUME 611 OF DEEDS, PAGE 332;
THENCE NORTH 89°59'24" WEST, ALONG THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID INTERNATIONAL HARVESTER COMPANY PARCEL, A DISTANCE OF 188.49 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID INTERNATIONAL HARVESTER COMPANY PARCEL;
THENCE SOUTH 00°36'17" WEST, ALONG THE WEST LINE OF SAID INTERNATIONAL HARVESTER COMPANY PARCEL, A DISTANCE OF 64.43 FEET;
THENCE NORTH 89°59'24" WEST, A DISTANCE OF 152.35 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.



LEGEND

- ● FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "VALENTINE PLS 18741", UNLESS OTHERWISE NOTED
- ○ SET AS NOTED
- CONCRETE/PAVEMENT
- AFN AUDITORS FILE NUMBER

REFERENCE DOCUMENTS

R1 – RECORD OF SURVEY, AFN 5294995, BOOK 118, PAGE 77-79.
R2 – STATUTORY WARRANTY DEED, AFN 6406888
R3 – RECORD OF SURVEY, AFN 8402080190, BOOK 31, PAGE 44.
R4 – RECORD OF SURVEY, AFN 5090303, BOOK 111, PAGE 94.
R5 – FIRST ADDITION TO 3RD ADD. TO RAILROAD ADDITION

BASIS OF BEARING

PER R1, S 89°59'24" E, BETWEEN FOUND MONUMENTS, MARKING THE SOUTH LINE OF THE NORTH 15.92' OF THE WEST 152.35' OF BLOCK 1 OF FIRST ADDITION TO 3RD ADD. TO RAILROAD ADDITION.

EQUIPMENT AND PROCEDURES

A CALIBRATED 3" TOTAL STATION AND RTK GPS SYSTEM WERE USED FOR THIS SURVEY USING A COMBINATION OF FIELD TRAVERSE, RADIAL STAKEOUT, AND GLOBAL POSITIONING SYSTEM SURVEY PROCEDURES. THE AMOUNT OF ERROR IN EACH SYSTEM IS WITHIN WASHINGTON STATE REQUIREMENTS.

SURVEYOR'S NOTES

FOR BENT MONUMENTS I TOOK THE MEASUREMENT AT A POINT NEAR THE BEND WHERE THE REBAR APPEARED TO BE VERTICAL.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF AVISTA DEVELOPMENT, INC., IN OCTOBER OF 2016.

10/21/2016

TODD D. ALBERT — STATE OF WASHINGTON — 19053 — REGISTERED PROFESSIONAL LAND SURVEYOR

25' by 75' area proposed to be vacated

1"=40'	10-19-16
SCALE	DATE
DESIGN _____	CHECKED _____
DRAWN TDA	NOTED _____
CHECKED _____	NOTED _____

SHEET 1 OF 1

SPOKANE CO, WASHINGTON
WITHIN THE SW 1/4, SEC 17, TWP 25N, R 43 EWM
CITY OF SPOKANE, WASHINGTON

AVISTA CORP
SPOKANE, WASHINGTON

C-38237

611 E Sprague ROS.dwg
AUTOCAD DWG

Unofficial Document

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	12/15/2017
		Clerk's File #	RES 2018-0005
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700 - 7TH AND CHESTNUT STREET VACATION		

Agenda Wording

Resolution setting hearing before the City Council for February 26, 2018 for the vacation of a portion of 7th Avenue and Chestnut Street, as requested by Namva Chan.

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

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

Approvals		Council Notifications	
Dept Head	BECKER, KRIS	**Study Session**	
Division Director	TRAUTMAN, HEATHER	**Other**	P.C.E.D. - 8/28/17
Finance	HUGHES, MICHELLE	Distribution List	
Legal	RICHMAN, JAMES	edjohnson@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	ebrown@spokanecity.org	
Additional Approvals		kbecker@spokanecity.org	
Purchasing		sbishop@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM		

RESOLUTION 2018-0005

WHEREAS, on September 3, 2015 the Spokane City Council received a petition for the vacation of a portion of 7th Ave and Chestnut, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting a portion of 7th and Chestnut, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate a portion of 7th and Chestnut, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **February 26, 2018** and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2018.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE
PLANNING & DEVELOPMENT
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
December 11, 2017

LOCATION: 7th & Chestnut

PROPONENT: Namva Chan

PURPOSE: Site Development

HEARING: February 26, 2018

REPORTS:

AVISTA UTILITIES – Avista currently operates a 115 kilovolt Transmission line through this right of way. Avista will need an easement reserved over and across the proposed vacation area.

COMCAST – Comcast has reviewed the vacation request and we have no problem with the vacation.

CENTURYLINK – CenturyLink does not have any facilities in this location.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No Comments

FIRE DEPARTMENT - No Comments

NEIGHBORHOOD SERVICES - No Comments

PARKS DEPARTMENT - No Comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – There appears to be no city utilities in the proposed vacation area, however there is a sewer line which looks to be very close to the property. We recommend that a portion of the vacation area be included in an easement or removed from the vacation request.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No Comments

PLANNING & DEVELOPMENT – PLANNING – No Concerns

POLICE DEPARTMENT – No issues from the Police Department.

SOLID WASTE MANAGEMENT - No Comments

STREET DEPARTMENT – No objection

WASTEWATER MANAGEMENT – Approved provided the sewer line at the south end near 7th is located and a 30' wide no build easement be maintained over it if it is within the vacation area. All onsite runoff must be maintained onsite.

WATER DEPARTMENT - No Comments

BICYCLE ADVISORY BOARD - No Comments

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

1. An easement as requested, Avista Utilities and the City of Spokane, shall be retained to protect existing and future utilities.

2. Adequate emergency vehicle access shall be maintained to existing and future buildings.

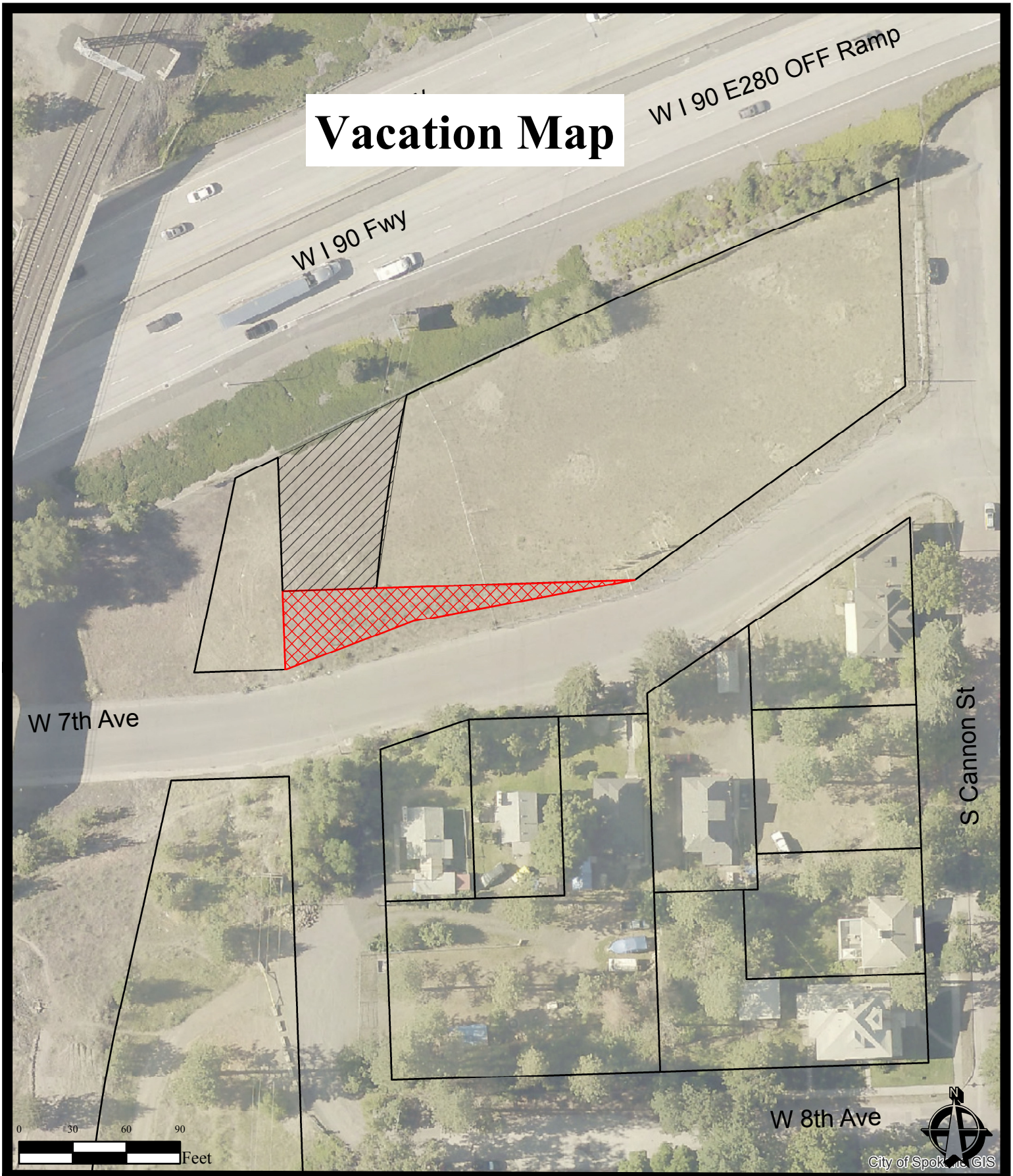
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be $10,413.99 and is to be deposited to Budget Account #3200 49199 99999 39510.

4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2019.

Eldon W. Brown

Eldon Brown, P.E.
Principal Engineer – Developer Services

Vacation Map



CITY OF SPOKANE

Right of Way Description:
A portion of 7th Avenue and Chestnut St. right-of-ways

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Legend

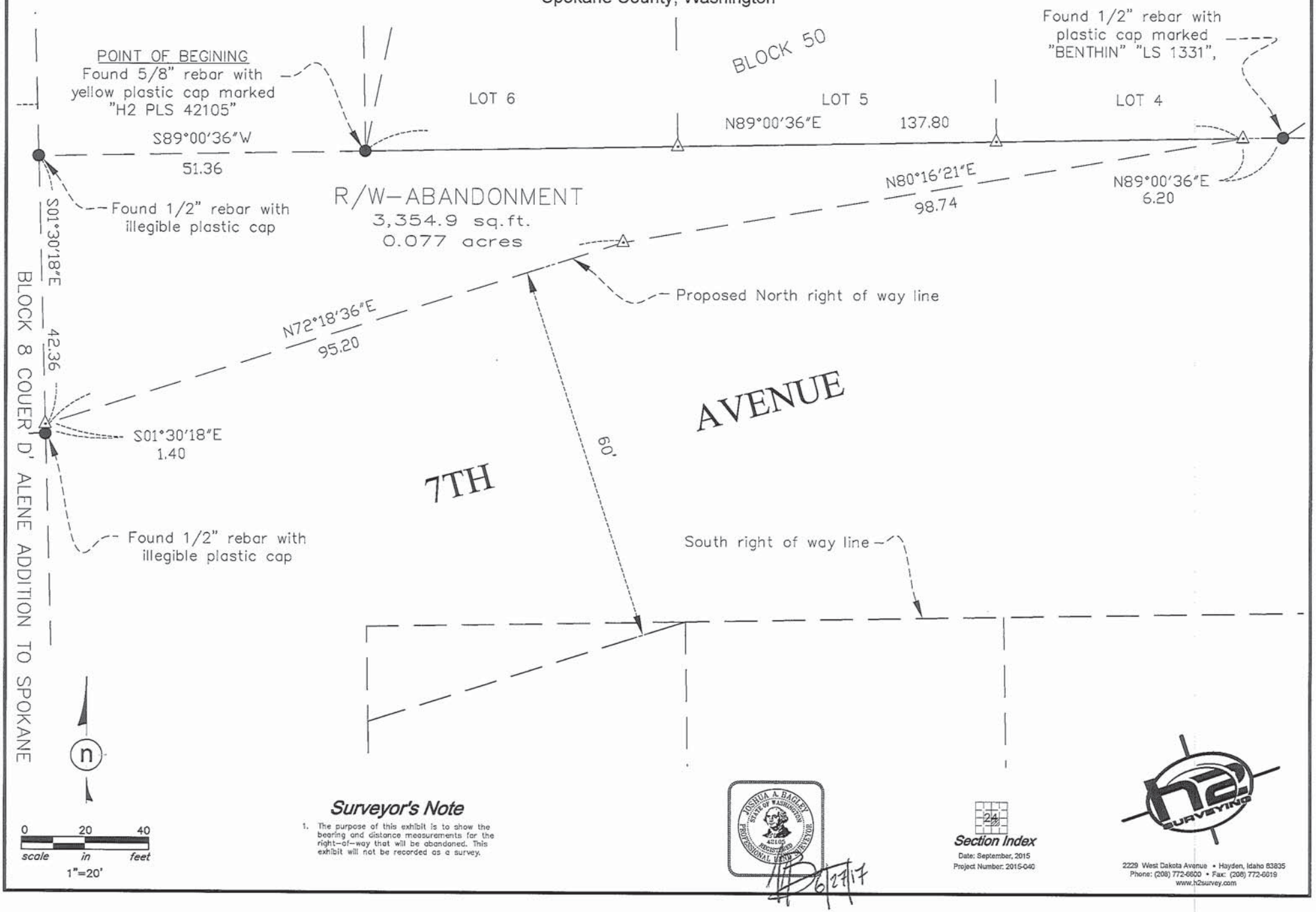
- Previously Vacated by Ord C17505
- Vacation Area

Geographic Information System

Printed by: edjohnson Print date: 12/11/2017

EXHIBIT

A parcel of land located in the Northwest Quarter of the Southeast Quarter of Section 24,
Township 25 North, Range 42 East, Willamette Meridian,
Spokane County, Washington



Surveyor's Note

1. The purpose of this exhibit is to show the bearing and distance measurements for the right-of-way that will be abandoned. This exhibit will not be recorded as a survey.

JOSHUA A. BAGLEY
STATE OF WASHINGTON
421105
REGISTERED
PROFESSIONAL LAND SURVEYOR

6/27/17

24
Section Index

Date: September, 2015
Project Number: 2015-040

2229 West Dakota Avenue • Hayden, Idaho 83835
Phone: (208) 772-6600 • Fax: (208) 772-6619
www.h2survey.com

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	12/21/2017
		Clerk's File #	RES 2018-0006
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 RESOLUTION SUPPORTING 2018 SPOKANE PUBLIC SCHOOLS LEVY		

Agenda Wording

A resolution relating to the City of Spokane supporting Ballot Proposition No. 1 entitled "Replacement of Expiring Educational Programs and Operation Levy,"

Summary (Background)

This resolution expresses strong support for the passage of Proposition No.1 regarding "Replacement of Expiring Educational Programs and Operation Levy" submitted by the Spokane Public Schools and encourages voters to return their ballots by February 13, 2018.

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

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	**Study Session**	
Division Director		**Other**	Urban Development
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	DUNIVANT, TIMOTHY		
Additional Approvals			
Purchasing			
CITY COUNCIL	MCDANIEL, ADAM		

RESOLUTION NO. 2018-0006

A resolution relating to the City of Spokane supporting Ballot Proposition No. 1 entitled “Replacement of Expiring Educational Programs and Operation Levy,” submitted by the Spokane School District 81 for the February 13, 2018 special election regarding propositions for school levy.

WHEREAS , Spokane Public Schools adopted Resolution No. 2017-20 on November 15, 2017, a copy of which is attached to this resolution. The resolution provides for ballot propositions on the February 13, 2018 special election ballot which will be asking the community for support on a levy; and

WHEREAS, the Spokane Public Schools levy is a renewal and is not a new tax and replaces the 2015 levy at a lower local tax rate; and

WHEREAS, the Spokane Public Schools levy will cover the years 2019, 2020, and 2021; and

WHEREAS, the Spokane Public Schools levy help pays for elementary counselors, librarians, textbooks, instructional materials, special education teachers, support staff, and extra- curricular activities; and

WHEREAS, the Spokane Public Schools levy will benefit all schools and all City Council districts throughout the City of Spokane; and

WHEREAS, the City of Spokane has a strong history of community investment in our schools; and

WHEREAS, the City of Spokane remains committed to the proud tradition of providing quality education for our children; -- Now, Therefore,

BE IT RESOLOVED that the City of Spokane and the Spokane City Council strongly supports the passage of Proposition No.1 regarding “Replacement of Expiring Educational Programs and Operation Levy” submitted by the Spokane Public Schools and encourages voters to return their ballots by February 13, 2018.

ADOPTED BY THE CITY COUNCIL ON _____.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/8/2018
		Clerk's File #	ORD C35575
		Renews #	
Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	NATHAN 625-6893	Project #	
Contact E-Mail	NGWINN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - CODE AMENDMENTS TO COTTAGE HOUSING		

Agenda Wording

An ordinance relating to relating to cottage housing, pocket residential development, and compact lot standards, amending Spokane Municipal Code (SMC) sections 17A.020.010, 17A.020.030, 17A.020.040, 17A.020.130, 17A.020.190, 17C.110.030, 17C.110.115,

Summary (Background)

Code amendments to Cottage Housing (SMC 17C.110.350) for larger unit floor area, subdivision of internal units, slight increases in height and density, attention to standards for development perimeters, and to allow in the RTF zone. Also, allow Pocket Residential (private access and new lots; SMC 17C.110.360), and some smaller lots (Table 17C.110-3), in the RSF zone, with no changes to aggregate site density for those development tools, using limited design standards.

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

Approvals		Council Notifications	
Dept Head	KEY, LISA	**Study Session**	
Division Director	TRAUTMAN, HEATHER	**Other**	Urban Development
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	jmallahan@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	dkinder@spokanecity.org	
Additional Approvals		lkey@spokanecity.org	
Purchasing		jrichman@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM	tpalmquist@spokanecity.org	
		tblack@spokanecity.org	
		ngwinn@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

17C.110.200, 17C.110.350, 17C.110.360, 17C.230.130, 17G.080.065; adopting a new section 17C.110.209 to chapter 17C.110 SMC; and repealing SMC section 17C.110T.002.

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

sbishop@spokanecity.org	

BRIEFING PAPER
City of Spokane
Cottage Housing & Pocket Residential Code Amendments
January 8, 2018

Subject
Amendments to the cottage housing, pocket residential, and compact lot standards were recommended by the infill development steering committee in 2016 as priority code revisions to allow additional infill development. The draft before the Council today includes amendments to Spokane Municipal Code Chapters 17A.020, 17C.110, 17C.230, and 17G.080.

Background
The steering committee recommended removing restrictions on pocket residential development in the Residential Single-family (RSF) zone, and to allow subdivision of cottage housing units. Cottage housing arranges homes around a common open space, such as a courtyard. Pocket residential development allows arrangements that efficiently utilize residential lots, but without the density incentive or smaller houses and common open space contemplated in Cottage Housing regulations.

The Comprehensive Plan emphasizes use of design standards and guidelines in regulations as primary tools to ensure that infill and redevelopment projects are well-designed and compatible with their surroundings. Incentives are provided to enhance the public realm, preserve and protect open space within developments, and promote a wide range of affordable housing in all neighborhoods (LU 2.2, LU 3.6, LU 5.5). In allowing new high-quality and diverse residential investment, while strengthening residential character and encouraging adequate, usable open space, the revisions also align with the Strategic Plan initiatives.

After a public hearing December 13, 2017, the Plan Commission voted 8-1 to recommend approval of draft regulations with a minor change to the proposal related to not requiring community buildings in certain types of cottage housing developments with smaller housing units. Comments received in 2017 regarding the proposal are attached. Also attached is a summary of public outreach presentations to community groups, open house, and social media.

Impact
The amendments enable some sites in the Residential Single-family (RSF) zone to be developed with additional units, by allowing different subdivision arrangements for new lots in smaller developments that allow frontage on shared driveways, or private access, rather than on a public street. However, the number of housing units per lot and density ranges permitted comply with the level designated by the Comprehensive Plan and its density bonus provisions. Comprehensive Plan Policies LU 2.2, LU 7.1, H 1.10, and PRS 1.4 contemplate density bonuses.

Changes to design standards and guidelines are proposed to make projects more responsive to surrounding development and to streamline their application in review of projects. Potentially increasing the supply of housing stock helps preserve housing affordability, and helps to meet housing demand for the city's growing population. Local businesses and existing residents benefit from the investment in vacant and underutilized properties within their neighborhoods.

Action
The City Council will consider the Plan Commission's recommendation and hold a public hearing. Following the hearing, the City Council will take action on the proposal under SMC 17G.025.010(H).

Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendation
Proposed Text Amendment to Spokane Municipal Code Chapters 17A.020, 17C.110, 17C.110T, 17C.230, and 17G.080

A recommendation from the City Plan Commission to the City Council to APPROVE proposed amendments to the Development Code. The proposal is related to cottage housing, pocket residential development, and compact lot standards, amending Spokane Municipal Code (SMC) 17A.020.010, 17A.020.030, 17A.020.040, 17A.020.130, 17A.020.190, 17C.110.030, 17C.110.115, 17C.110.200, 17C.110.350, 17C.110.360, 17C.230.130, 17G.080.065; adopting a new section 17C.110.209 to chapter 17C.110 SMC; and, repealing SMC 17C.110T.002.

Findings of Fact:

A. The City of Spokane's Comprehensive Plan encourages development that is designed to create a positive perception of Spokane (Goal DP 3), and provides minimum and maximum residential densities (Land Use Chapter, Section 3.4), in addition to opportunities for a variety of housing types (Goal H1).

B. City of Spokane Comprehensive Plan, Land Use Chapter, Policy LU 2.1, Public Realm Features, states: *Encourage features that improve the appearance of development, paying attention to how projects function to encourage social interaction and relate to and enhance the surrounding urban and natural environment.*

C. City of Spokane Comprehensive Plan, Land Use Chapter, Policy LU 2.2, Performance Standards, states: *Employ performance and design standards with sufficient flexibility and appropriate incentives to ensure that development is compatible with surrounding land uses.*

D. City of Spokane Comprehensive Plan, Land Use Chapter, Policy LU 3.1, Coordinated and Efficient Land Use, states: *Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and by focusing growth in areas where adequate services and facilities exist or can be economically extended.*

E. City of Spokane Comprehensive Plan, Land Use Chapter, Policy LU 3.2, Centers and Corridors, states: *Designate Centers and Corridors (neighborhood scale, community or district scale, and regional scale) on the Land Use Plan Map that encourage a mix of uses and activities around which growth is focused.*

F. City of Spokane Comprehensive Plan, Land Use Chapter, Policy LU 3.6, Compact Residential Patterns, states: *Allow more compact and affordable housing in all neighborhoods, in accordance with design guidelines.*

G. City of Spokane Comprehensive Plan, Land Use Chapter, Policy LU 7.1, Regulatory Structure, states: *Develop a land use regulatory structure that utilizes a variety of mechanisms to promote development that provides a public benefit.*

H. City of Spokane Comprehensive Plan, Transportation Chapter, Goal TR 18, Parking, states: *Develop and administer vehicle parking policies that appropriately manage the demand for parking based upon the urban context desired.*

I. City of Spokane Comprehensive Plan, Housing Chapter, Policy H 1.18, Distribution of Housing Options, states: *Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs.*

J. City of Spokane Comprehensive Plan, Urban Design and Historic Preservation Chapter, Policy DP 2.12, Infill Development states: *Encourage infill construction and area redevelopment that complement and reinforce positive commercial and residential character.*

K. City of Spokane Comprehensive Plan, Parks and Recreation Chapter, Policy PRS 1.4, Property Owners and Developers, states: *Work cooperatively with property owners and developers to preserve open space areas within or between developments, especially those that provide visual or physical linkages to the open space network.*

L. In 2012, the City adopted ORD C34912 which updated its zoning code to address infill development techniques and design standards, and codified Pocket Residential Development under SMC 17C.110.360. The new method allowed for development of residences that may not all front on a public street in most zoning districts, but not the Residential Single-Family (RSF) zone. Since its adoption, there has been limited use of the Pocket Residential Development method; the City received only one application for rezone of an RSF site to be able to develop under Pocket Residential Development.

M. According to the Washington Commerce Department's 2015 Housing Needs Assessment, more than 24,000 of homeowner households at every income level assessed in the Spokane Urbanized Area paid more than 30 percent of their income on housing, a status defined as "cost-burdened." More than 28,000 renter households were also cost-burdened. Together these represented a third of the total number of households. Only 43 percent of households earning less than $31,500 (50% of area median income) had access to affordable and available housing.

N. According to American Community Survey 1-year estimates, rental vacancies in Spokane County were tied in 2015 and 2016 at the lowest level for at least twelve years, at 3.7 percent, falling from a high of 8 percent in 2011. The city of Spokane's rental vacancy rate also reached a twelve-year low at 3.1 percent in 2015, rising to 4.6 percent in 2016, which was down from a high of 9.7 percent in 2009 for that period.

O. In 2016, a Plan Commission subcommittee ("committee") was formed to identify local issues and develop strategies to overcome obstacles to infill development that would enable and promote high-quality development on vacant land. During a public engagement process that solicited community input, the committee learned of interest in using the Pocket Residential Development method on other RSF-zoned sites.

P. The committee prepared a series of recommendations that included proposed regulatory changes, including amendments to unit lot subdivision (SMC 17G.080.065) to allow new development, update dimensional and other standards such as smaller lot sizes to support attached housing and more efficient use of land (SMC 17C.110.200), enabling internal subdivision of Cottage Housing development (SMC 17C.110.350), allowing cottage housing units to be larger and capable of attaching units, and to allow Pocket Residential development as an outright tool in the RSF zone or with a conditional use permit rather than through a zoning change to RSF-Compact. The Spokane City Council adopted Resolution 2016-94 on November 21, 2016, recognizing the committee's summary report and recommendation as a guide for future program development and potential regulatory implementation measures.

Q. On September 27, October 11, October 25, and November 8, 2017, the Spokane City Plan Commission held workshops to study the proposed amendments to SMC Title 17.

R. On October 13, 2017, pursuant to RCW 36.70A.106, the City notified the Washington State Department of Commerce of its intent to adopt proposed changes to SMC Title 17. On October 18, 2017, the City received an acknowledgement letter from the Department of Commerce.

S. A public open house was held November 2, 2017, at West Central Community Center, seeking public feedback on the proposal to amend chapters 17A.020, 17C.110, 17C.230, and 17G.060. The City provided notice of the open house meeting by advertising on its website and via email notice to neighborhood councils and interested parties.

T. On November 29, and December 6, 2017, the City caused Notice of the proposed amendments to SMC chapter 17C.370 and announcement of the Plan Commission's December 13, 2017 hearing to be published in the City's Official Gazette. The Notice and announcement was also published in the Spokesman Review on December 1 and December 6, 2017.

U. On November 29, 2017, the responsible official issued a State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance for the proposed amendments to SMC chapter 17C.370. The public comment period for the SEPA determination ended on December 13, 2017.

V. The City has complied with RCW 36.70A.370 in processing these code updates.

W. On December 13, 2017, the City Plan Commission held a public hearing on the proposed amendments; deliberations followed.

X. During deliberations, the Plan Commission considered the proposed text amendments using the criteria set forth in SMC 17G.025.010.

Public Comment:

A. Seventeen written comments were received and provided to the Plan Commission prior to the hearing December 13, 2017, regarding the proposed amendments: eight in favor, two neutral, and seven in opposition.

B. During the hearing on December 13, the Plan Commission heard testimony from 8 individuals: Of those, 5 were in favor; 2 were neutral; and, one was opposed to the proposed amendments.

C. No other testimony was heard.

Deliberations:

A. By a vote of 7 to 2, the Plan Commission recommended removing the requirement for a community building as a condition of receiving an additional density bonus for "tiny homes" under 500 square feet in a cottage housing development.

B. During deliberations, Plan Commissioners commented that staff had effectively engaged the public, received significant input, and were responsive to the concerns raised; that the proposed amendments made more efficient use of available lands, and encouraged development in closer proximity to services, effectively reducing sprawl; and that the proposed amendments create opportunities for development that achieve the higher densities envisioned in the Comprehensive Plan, thus reducing impacts on City service delivery.

Conclusions:

A. The Plan Commission concludes that, related to public health, safety, welfare, and protection of the environment, the proposal would address the following factors:

1. The proposed amendments make more efficient use of available lands, and encourage development in closer proximity to services, effectively reducing sprawl.
2. The proposed amendments create opportunities for development that achieve the higher densities envisioned in the Comprehensive Plan, thus reducing impacts on City service delivery.
3. The proposed amendments create additional opportunities to compatibly increase affordable housing supply and respond to demands of citizens of every income level experiencing a shortage of housing, as indicated by comments received and the historic low vacancy rates.

B. With regard as to whether the proposed amendments to chapters 17A.020, 17C.110, 17C.110T, 17C.230, and 17G.080 SMC, as amended, meet the approval criteria of SMC 17G.025.010(F) for text amendments to the Development Code, the Plan Commission makes the following findings:

1. The proposed amendments ARE consistent with the applicable provisions of the City's Comprehensive Plan.
2. The proposed amendments DO bear a substantial relation to public health, safety, welfare, and protection of the environment.

Recommendation:

By a vote of 8 to 1, the Plan Commission recommends to the City Council the APPROVAL of the proposed amendments to the Unified Development Code, with changes as deliberated.

Dennis Dellwo, President
Spokane Plan Commission
January 10, 2018

ORDINANCE NO. C35575

An ordinance relating to relating to cottage housing, pocket residential development, and compact lot standards, amending Spokane Municipal Code (SMC) sections 17A.020.010, 17A.020.030, 17A.020.040, 17A.020.130, 17A.020.190, 17C.110.030, 17C.110.115, 17C.110.200, 17C.110.350, 17C.110.360, 17C.230.130, 17G.080.065; adopting a new section 17C.110.209 to chapter 17C.110 SMC; and repealing SMC section 17C.110T.002.

WHEREAS, the City of Spokane's Comprehensive Plan encourages development that is designed to create a positive perception of Spokane (Goal DP 3), and provides minimum and maximum residential densities (Land Use Chapter, Section 3.4), in addition to opportunities for a variety of housing types (Goal H1); and

WHEREAS, Comprehensive Plan Policy LU 2.1, Public Realm Features, states: "*Encourage features that improve the appearance of development, paying attention to how projects function to encourage social interaction and relate to and enhance the surrounding urban and natural environment;*" and

WHEREAS, Comprehensive Plan Policy LU 2.2, Performance Standards, states: "*Employ performance and design standards with sufficient flexibility and appropriate incentives to ensure that development is compatible with surrounding land uses;*" and

WHEREAS, Comprehensive Plan Policy LU 3.6, Compact Residential Patterns, states: "*Allow more compact and affordable housing in all neighborhoods, in accordance with design guidelines;*" and

WHEREAS, Comprehensive Plan Policy LU 7.1, Regulatory Structure, states: "*Develop a land use regulatory structure that utilizes a variety of mechanisms to promote development that provides a public benefit;*" and

WHEREAS, Comprehensive Plan Policy H 1.18, Distribution of Housing Options, states: "*Promote a wide range of housing types and housing diversity to meet the needs of the diverse population and ensure that this housing is available throughout the community for people of all income levels and special needs;*" and

WHEREAS, the City of Spokane's Comprehensive Plan defines infill development as the development of vacant lots or parcels within an already built up area; and

WHEREAS, design standards and guidelines are required for cottage housing, pocket residential development, and compact lot standards, so as to ensure compatibility of development with existing developed neighborhoods consistent with Comprehensive Plan Policy DP 2.12, Infill Development, which states: "*Encourage infill construction and area redevelopment that complement and reinforce positive commercial and residential character;*" and

WHEREAS, According to the Washington Commerce Department's 2015 Housing Needs Assessment ("Assessment"), more than 24,000 of homeowner households at every income level assessed in the Spokane Urbanized Area paid more than 30 percent of their income on housing, a status defined as "cost-burdened;" and

WHEREAS, more than 28,000 renter households were also cost-burdened, according to the Assessment; and

WHEREAS, together these households represented a third of the total number of households; meanwhile, only 43 percent of households earning less than $31,500 (50% of median family income) had access to affordable and available housing, according to the Assessment; and

WHEREAS, according to American Community Survey 1-year estimates, rental vacancies in Spokane County were tied in 2015 and 2016 at the lowest level for at least twelve years, at 3.7 percent, falling from a high of 8 percent in 2011; and

WHEREAS, the city of Spokane's estimated rental vacancy rate also reached a twelve-year low at 3.1 percent in 2015, rising to 4.6 percent in 2016, which was down from a high of 9.7 percent in 2009 for that period; and

WHEREAS, in 2016, a Plan Commission subcommittee ("committee") was formed to identify local issues and develop strategies to overcome obstacles to infill development that would enable and promote high-quality development on vacant land; and

WHEREAS, during a public engagement process that solicited community input, the committee identified development opportunities, recommended removing particular provisions of the development code that discourage single-family homes, and recommended changes needed to achieve high-quality infill development in residential zones; and

WHEREAS, the committee prepared a series of recommendations that included proposed regulatory changes, including amendments to unit lot subdivision (SMC 17G.080.065) to allow new development, update dimensional and other standards such as smaller lot sizes to support attached housing and more efficient use of land (SMC 17C.110.200), enabling internal subdivision of Cottage Housing development (SMC 17C.110.350), allowing cottage housing units to be larger and capable of attaching units, and to allowing pocket residential development outright as a tool in the RSF zone or with a conditional use permit rather than through a zoning change to RSF-Compact; and

WHEREAS, the Spokane City Council adopted Resolution 2016-94 on November 21, 2016, recognizing the committee's summary report and recommendation as a guide for future program development and potential regulatory implementation measures.

WHEREAS, it is necessary to create opportunities for development that can achieve the higher densities envisioned in the Comprehensive Plan, thus reducing impacts on City service delivery; and

WHEREAS, it is necessary to create additional opportunities to compatibly increase the affordable housing supply and respond to demands of citizens of every income level experiencing a shortage of housing, as indicated by comments received and the historic low vacancy rates; and

WHEREAS, residential infill development may occur anywhere that a parcel of land is vacant or is not developed to the full number of units allowed in the underlying zoning designation; and

WHEREAS, there is a need for flexibility in the development of land for residential uses that are consistent with the Comprehensive Plan; and

WHEREAS, related to public health, safety, welfare, and protection of the environment, this ordinance is intended to make more efficient use of available lands, and encourage development in closer proximity to services, effectively reducing sprawl; and

WHEREAS, residential infill development is allowed in most of the zoning categories of the Spokane Municipal Code: in Commercial, Center and Corridor, and Downtown Zones, there are no maximum density of limits for residential uses; and

WHEREAS, this ordinance changes existing provisions for alternative residential development and standards for Residential Zones, where residential density is regulated, that improve the opportunities for the compatible development of residential uses that are consistent with the Comprehensive Plan; and

WHEREAS, the changes are aligned with the committee recommendations and include additional housing types and enabling subdivision in cottage housing developments, with additional bonus densities to encourage the construction of smaller housing units; and expansion of pocket residential development to additional areas and allowing sites eligible for a rezone to utilize the compact lot standards without requiring a rezone; and

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

WHEREAS, The City conducted an open house meeting on November 2, 2017; and

WHEREAS, the City encouraged public participation and provided information on the amendments on its website (http://my.spokanecity.org/projects); and

WHEREAS, the City of Spokane Plan Commission held workshops throughout the process; and

WHEREAS, a State Environmental Policy Act (SEPA) Checklist was prepared and a Determination of Nonsignificance (DNS) was issued on November 29, 2017, for the proposed amendments; and

WHEREAS, public notice was published in the Spokesman Review on December, 1 and 6, 2017, giving notice of the Plan Commission public hearing and of the released SEPA Checklist and DNS; and

WHEREAS, on December 13, 2017, the Plan Commission held a public hearing on the recommended amendments and recommended, by a vote of 8-1, approval of the amendments; and

WHEREAS, the public has had opportunities to participate throughout the process and all persons desiring to comment were given an opportunity to be heard; -- Now, Therefore

The City of Spokane does ordain:

Section 1. That SMC section 17A.020.010 is amended to read as follows:

17A.020.010 "A" Definitions

A. Abandoned Sign Structure.
A sign structure where no sign has been in place for a continuous period of at least six months.

B. Aboveground Storage Tank or AST.
Any one or connected combination of tanks that is used to contain an accumulation of liquid critical materials and the aggregate volume of which (including the volume of piping connected thereto) is more than sixty gallons and the entire exterior surface area of the tank is above the ground and is able to be fully visually inspected. Tanks located in vaults or buildings that are to be visually inspected are considered to be aboveground tanks.

C. Accepted.
A project for which the required plans have been found to be technically adequate.

D. Accessory Dwelling Unit (ADU).
An accessory dwelling unit is a separate additional living unit, including separate kitchen, sleeping, and bathroom facilities, attached or detached from the primary residential unit, on a single-family lot. ADUs are known variously as:

1. "Mother-in-law apartments,"

2. "Accessory apartments," or

3. "Second units."

E. Accessory Structure.
A structure of secondary importance or function on a site. In general, the primary use of the site is not carried on in an accessory structure.

1. Accessory structures may be attached or detached from the primary structure.

2. Examples of accessory structures include:

   a. Garages,

   b. Decks,

   c. Fences,

   d. Trellises,

   e. Flagpoles,

   f. Stairways,

   g. Heat pumps,

   h. Awnings, and

   i. Other structures.

3. See also SMC 17A.020.160 (“Primary Structure”).

F. Accessory Use.
A use or activity which is a subordinate part of a primary use and which is clearly incidental to a primary use on a site.

G. Activity.
See Regulated Activity.

H. Administrative Decision.
A permit decision by an officer authorized by the local government. The decision may be for approval, denial, or approval with conditions and is subject to the applicable development standards of the land use codes or development codes.

I. Adult Bookstore or Adult Video Store.

1. A commercial establishment which, as one of its principal business activities, offers for sale or rental for any form of consideration any one or more of the following: books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, compact discs, digital video discs, slides, or other visual representations which are

characterized by their emphasis upon the display of “specified anatomical areas,” as defined in SMC 17A.020.190, or “specified sexual activities,” as defined in SMC 17A.020.190. A “principal business activity” exists where the commercial establishment meets any one or more of the following criteria:

a. At least thirty percent of the establishment’s displayed merchandise consists of said items; or

b. At least thirty percent of the retail value (defined as the price charged to customers) of the establishment’s displayed merchandise consists of said items; or

c. At least thirty percent of the establishment’s revenues derive from the sale or rental, for any form of consideration, of said items; or

d. The establishment maintains at least thirty percent of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items, as well as cashier stations where said items are rented or sold, shall be included in “floor space maintained for the display, sale, and/or rental of said items”); or

e. The establishment maintains at least five hundred square feet of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items, as well as cashier stations where said items are rented or sold, shall be included in “floor space maintained for the display, sale, and/or rental of said items”); or

f. The establishment regularly offers for sale or rental at least two thousand of said items; or

g. The establishment regularly features said items and regularly advertises itself or holds itself out, in any medium, by using “adult,” “XXX,” “sex,” “erotic,” or substantially similar language, as an establishment that caters to adult sexual interests.

2. For purposes of this definition, the term “floor space” means the space inside an establishment that is visible or accessible to patrons, excluding restrooms.

J. Adult Business.
An “adult bookstore or adult video store,” an “adult entertainment establishment,” or a “sex paraphernalia store.”

K. Adult Entertainment Establishment.

1. An “adult entertainment establishment” is an enclosed building, or any portion thereof, used for presenting performances, activities, or material relating to “specified sexual activities” as defined in SMC 17A.020.190 or “specified anatomical areas” as defined in SMC 17A.020.190 for observation by patrons therein.

2. A motion picture theater is considered an adult entertainment establishment if the preponderance of the films presented is distinguished or characterized by an emphasis on the depicting or describing of "specified sexual activities" or "specified anatomical areas."

3. A hotel or motel providing overnight accommodations is not considered an adult entertainment establishment merely because it provides adult closed circuit television programming in its rooms for its registered overnight guests.

L. Adult Family Home.
A residential use as defined and licensed by the state of Washington in a dwelling unit.

M. Agency or Agencies.
The adopting jurisdiction(s), depending on the context.

N. Agricultural Activities.

1. Pursuant to WAC 173-26-020(3)(a), agricultural uses and practices including, but not limited to:

a. Producing, breeding, or increasing agricultural products;

b. Rotating and changing agricultural crops;

c. Allowing land used for agricultural activities to lie fallow in which it is plowed and tilled but left unseeded;

d. Allowing land used for agricultural activities to lie dormant as a result of adverse agricultural market conditions;

e. Allowing land used for agricultural activities to lie dormant because the land is enrolled in a local, state, or federal conservation program, or the land is subject to a conservation easement;

f. Conducting agricultural operations; maintaining, repairing, and replacing agricultural equipment;

g. Maintaining, repairing, and replacing agricultural facilities, provided that the replacement facility is not closer to the shoreline than the original facility; and

h. Maintaining agricultural lands under production or cultivation.

2. The City of Spokane shoreline master program defines agriculture activities as:

a. Low-intensity agricultural use is defined as passive grazing and plant cultivation; or

b. High-intensity agricultural use includes such activities as feedlots, feed mills, packing plants, agricultural processing plants or warehouse for the purpose of processing, packing, and storage of agricultural products.

O. Agricultural Land.
Areas on which agricultural activities are conducted as of the date of adoption of the updated shoreline master program pursuant to the State shoreline guidelines as evidenced by aerial photography or other documentation. After the effective date of the SMP, land converted to agricultural use is subject to compliance with the requirements herein.

P. AKART.
An acronym for “all known, available, and reasonable methods to control toxicants” as used in the sense of the state Water Pollution Control Act and RCW 90.48.520 thereof. AKART shall represent the most current methodology that can be reasonably required for preventing, controlling, or abating the pollutants associated with a discharge. The concept of AKART applies to both point and nonpoint sources of pollution.

Q. Alkali Wetlands.
Alkali wetlands means wetlands characterized by the occurrence of shallow saline water. In eastern Washington, these wetlands contain surface water with specific conductance that exceeds three thousand micromhos/cm. They have unique plants and animals that are not found anywhere else in eastern Washington such as the alkali bee. Conditions within these wetlands cannot be easily reproduced through compensatory mitigation.

R. Alley.
See “Public Way” (SMC 17A.020.160).

S. Alteration.
A physical change to a structure or site.

1. Alteration does not include normal maintenance and repair or total demolition.

2. Alteration does include the following:

a. Changes to the facade of a building.

b. Changes to the interior of a building.

c. Increases or decreases in floor area of a building; or

d. Changes to other structures on the site, or the development of new structures.

T. Alteration of Plat, Short Plat, or Binding Site Plan.
The alteration of a previously recorded plat, short plat, binding site plan, or any portion thereof, that results in a change to conditions of approval or the deletion of existing lots or the change of plat or lot restrictions or dedications that are shown on the recorded plat. An alteration does not include a boundary line adjustment subject to SMC 17G.080.030.

U. Alternative or Post-incarceration Facility.
A group living use where the residents are on probation or parole.

V. [Deleted]

W. [Deleted]

X. [Deleted]

Y. [Deleted]

Z. API 653.
The American Petroleum Institute's standards for tank inspection, repair, alteration, and reconstruction.

AA. Appeal.
A request for review of the interpretation of any provision of Title 17 SMC.

AB. Appeal – Standing For.
As provided under RCW 36.70C.060, persons who have standing are limited to the following:

1. The applicant and the owner of property to which the land use decision is directed; and

2. Another person aggrieved or adversely affected by the land use decision, or who would be aggrieved or adversely affected by a reversal or modification of the land use decision. A person is aggrieved or adversely affected within the meaning of this section only when all of the following conditions are present:

a. The land use decision has prejudiced or is likely to prejudice that person;

b. That person's asserted interests are among those that the local jurisdiction was required to consider when it made the land use decision;

c. A judgment in favor of that person would substantially eliminate or redress the prejudice to that person caused or likely to be caused by the land use decision; and

d. The petitioner has exhausted his or her administrative remedies to the extent required by law (RCW 36.70C.060).

AC. Applicant.
An application for a permit, certificate, or approval under the land use codes must be made by or on behalf of all owners of the land and improvements. "Owners" are all persons having a real property interest. Owners include:

1. Holder of fee title or a life estate;

2. Holder of purchaser's interest in a sale contract in good standing;

3. Holder of seller's interest in a sale contract in breach or in default;

4. Grantor of deed of trust;

5. Presumptively, a legal owner and a taxpayer of record;

6. Fiduciary representative of an owner;

7. Person having a right of possession or control; or

8. Any one of a number of co-owners, including joint, in common, by entireties, and spouses as to community property.

AD. Application – Complete.
An application that is both counter-complete and determined to be substantially complete as set forth in SMC 17G.060.090.

AE. Aquaculture.
The farming or culture of food fish, shellfish, or other aquatic plants or animals in freshwater or saltwater areas, and may require development such as fish hatcheries, rearing pens and structures, and shellfish rafts, as well as use of natural spawning and rearing areas. Aquaculture does not include the harvest of free-swimming fish or the harvest of shellfish not artificially planted or maintained, including the harvest of wild stock geoducks on DNR-managed lands.

AF. Aquatic Life.
Shall mean all living organisms, whether flora or fauna, in or on water.

AG. Aquifer or Spokane Aquifer.
A subterranean body of flowing water, also known as the Spokane-Rathdrum Aquifer, that runs from Pend Oreille Lake to the Little Spokane River.

AH. Aquifer Sensitive Area (ASA).
That area or overlay zone from which runoff directly recharges the aquifer, including the surface over the aquifer itself and the hillside areas immediately adjacent to the aquifer. The area is shown in the map adopted as part of SMC 17E.050.260.

AI. Aquifer Water Quality Indicators.
Common chemicals used for aquifer water quality screening. These are:

1. Calcium,

2. Magnesium,

3. Sodium,

4. Total hardness,

5. Chloride,

6. Nitrate-nitrogen, and

7. Phosphorus.

AJ. Archaeological Areas and Historical Sites.
Sites containing material evidence of past human life, such as structures and tools and/or cultural sites with past significant historical events. These sites are a nonrenewable resource and provided a critical educational link with the past.

AK. Architectural feature
Ornamental or decorative feature attached to or protruding from an exterior wall or roof, including cornices, eaves, belt courses, sills, lintels, bay windows, chimneys, and decorative ornaments.

AL. Architectural Roof Structure
Minor tower or turret extending from the cornice or main roof line of a building, typically highlighting a primary corner or building entry. For purposes of the FBC, such features may not be occupied.

1. Area of Shallow Flooding.
A designated AO or AH Zone on the Flood Insurance Rate Map (FIRM).

2. The base flood depths range from one to three feet.

3. A clearly defined channel does not exist.

4. The path of flooding is unpredictable and indeterminate.

5. Velocity flow may be evident.

6. AO is characterized as sheet flow and AH indicates ponding.

AM. Area of Shallow Flooding.
A designated AO or AH Zone on the Flood Insurance Rate Map (FIRM).

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AN. Area of Special Flood Hazard.
The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Designation on maps always includes the letters A or V.

AO. Arterial.
See:

1. "Principal Arterials" – SMC 17A.020.160,

2. "Minor Arterials" – SMC 17A.020.130,

3. "Collector Arterial" – SMC 17A.020.030, or

4. "Parkway" – SMC 17A.020.160.

AP. Articulation.
The emphasis of architectural elements, such as windows, balconies, and entries that create a complementary pattern or rhythm, dividing the buildings into smaller identifiable pieces.

((~~AP~~))AQ. Assisted Living Facility.
A multi-family residential use licensed by the state of Washington as a boarding home pursuant to chapter 18.20 RCW, for people who have either a need for assistance with activities of daily living (which are defined as eating, toileting, ambulation, transfer [e.g., moving from bed to chair or chair to bath], and bathing) or some form of cognitive impairment but who do not need the skilled critical care provided by nursing homes.

1. An "assisted living facility" contains multiple assisted living units.

2. An assisted living unit is a dwelling unit permitted only in an assisted living facility.

((~~AQ~~))AR. Attached Housing.

Two or more dwelling units that are single-family residences on individual lots attached by a common wall at a shared property line. These include:

1. Townhouses,

2. Row houses, and

3. Other similar structures

((~~AR~~))AS. Attached Structure.

Any structure that is attached by a common wall to a dwelling unit.

1. The common wall must be shared for at least fifty percent of the length of the side of the principal dwelling.

2. A breezeway is not considered a common wall.

3. Structures including garages, carports, and house additions attached to the principal dwelling unit with a breezeway are still detached structures for purposes of this chapter and its administration.

((~~AS~~))AT. Available Capacity.

Capacity for a concurrency facility that currently exists for use without requiring facility construction, expansion, or modification (RCW 76.70A.020).

((~~AT~~))AU. Average Grade Level.

Means the average of the natural or existing topography of the portion of the lot, parcel, or tract of real property on that part of the lot to be occupied by the building or structure as measured by averaging the elevations at the center of all exterior walls of the proposed structure.

((~~AU~~))AV. Awning

A roof-like cover, often made of fabric or metal, designed and intended for protection from the weather or as a decorative embellishment, and which projects from a wall or roof of a structure over a window, walk, or door.

Section 2. That SMC section 17A.020.030 is amended to read as follows:

17A.020.030 “C” Definitions

A. Candidate Species.

A species of fish or wildlife, which is being reviewed, for possible classification as threatened or endangered.

B. Carport.
A carport is a garage not entirely enclosed on all sides by sight-obscuring walls and/or doors.

C. Cellular Telecommunications Facility.
They consist of the equipment and structures involved in receiving telecommunication or radio signals from mobile radio communications sources and transmitting those signals to a central switching computer that connects the mobile unit with the land-based telephone lines.

D. Central Business District.
The general phrase “central business district” refers to the area designated on the comprehensive plan as the “downtown” and includes all of the area encompassed by all of the downtown zoning categories combined.

E. Certificate of Appropriateness.
Written authorization issued by the commission or its designee permitting an alteration or significant change to the controlled features of a landmark or landmark site after its nomination has been approved by the commission.

F. Certificate of Capacity.
A document issued by the planning services department indicating the quantity of capacity for each concurrency facility that has been reserved for a specific development project on a specific property. The document may have conditions and an expiration date associated with it.

G. Certified Erosion and Sediment Control Lead (CESCL).
An individual who is knowledgeable in the principles and practices of erosion and sediment control. The CESCL shall have the skills to assess the:

1. site conditions and construction activities that could impact the quality of stormwater, and

2. effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

The CESCL shall have current certification through an approved erosion and sediment control training program that meets the minimum training standards established by the Washington State department of ecology.

H. Change of Use.
For purposes of modification of a preliminary plat, “change of use” shall mean a change in the proposed use of lots (e.g., residential to commercial).

I. Channel Migration Zone (CMZ).
A corridor of variable width that includes the current river plus adjacent area through which the channel has migrated or is likely to migrate within a given timeframe, usually one hundred years.

J. Channelization.
The straightening, relocation, deepening, or lining of stream channels, including construction of continuous revetments or levees for the purpose of preventing gradual, natural meander progression.

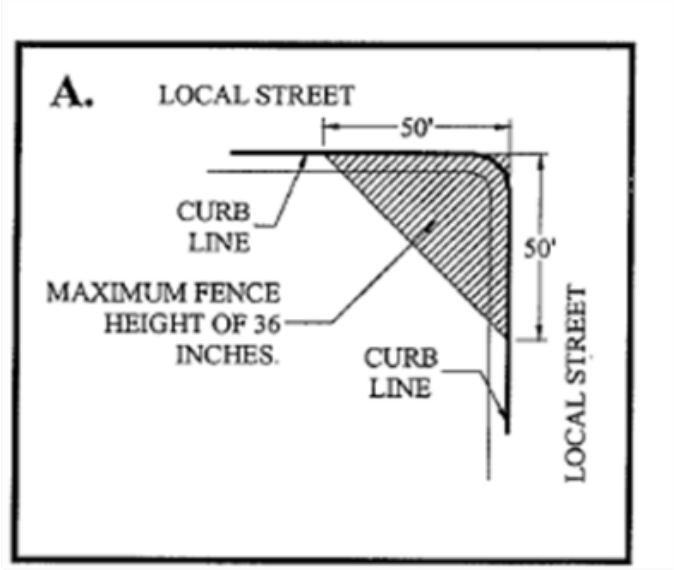
K. City.
The City of Spokane, Washington.

L. Clear Street Width.
The width of a street from curb to curb minus the width of on-street parking lanes.

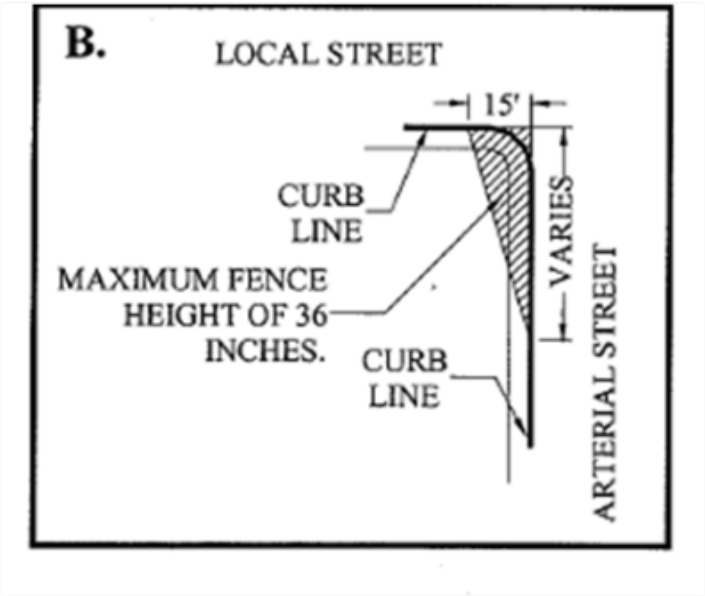
M. Clear Pedestrian Zone
Area reserved for pedestrian traffic; typically included herein as a portion of overall sidewalk width to be kept clear of obstructions to foot traffic.

N. Clear View Triangle
A clear view maintained within a triangular space at the corner of a lot so that it does not obstruct the view of travelers upon the streets.

1. A right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or



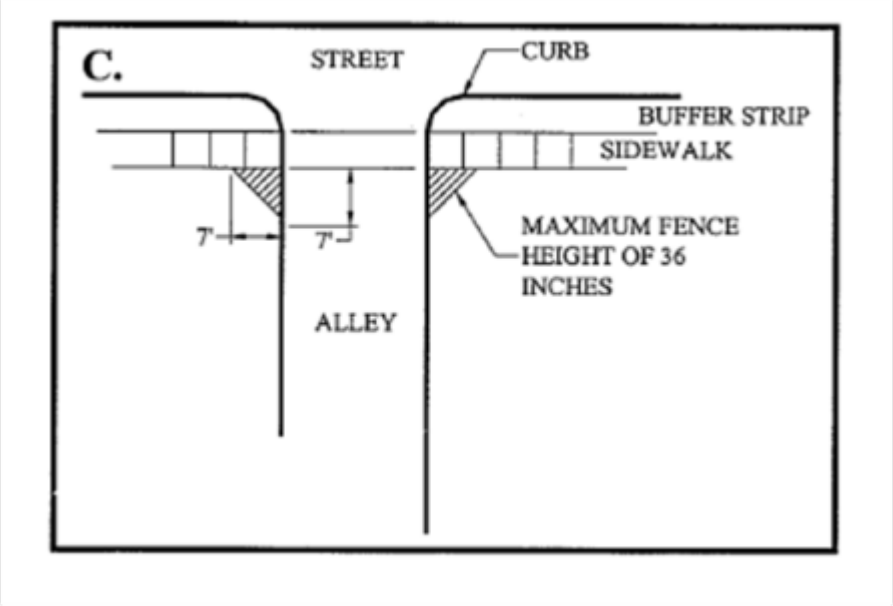
2. A right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or



A right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:

a. the inside line of the sidewalk; or

b. if there is no sidewalk, a line seven feet inside the curb line.



O. Clear Zone.
An unobstructed, relatively flat area provided beyond the edge of the traveled way for the recovery of errant vehicles.

P. Clearing.

The removal of vegetation or plant cover by manual, chemical, or mechanical means. Clearing includes, but is not limited to, actions such as cutting, felling, thinning, flooding, killing, poisoning, girdling, uprooting, or burning.

Q. Cliffs.

1. A type of habitat in the Washington department of fish and wildlife (WDFW) priority habitat and species system that is considered a priority due to its limited availability, unique species usage, and significance as breeding habitat. Cliffs are greater than twenty-five feet high and below five thousand feet elevation.

2. A “cliff” is a steep slope of earth materials, or near vertical rock exposure. Cliffs are categorized as erosion landforms due to the processes of erosion and weathering that produce them. Structural cliffs may form as the result of fault displacement or the resistance of a cap rock to uniform downcutting. Erosional cliffs form along shorelines or valley walls where the most extensive erosion takes place at the base of the slope.

R. Closed Record Appeal Hearing.
A hearing, conducted by a single hearing body or officer authorized to conduct such hearings, that relies on the existing record created during a quasi-judicial hearing on the application. No new testimony or submission of new evidence and information is allowed.

S. Collector Arterial.
A relatively low speed street serving an individual neighborhood.

1. Collector arterials are typically two-lane roads with on-street parking.

2. Their function is to collect and distribute traffic from local access streets to principal and minor arterials.

T. Co-location.
Is the locating of wireless communications equipment from more than one provider on one structure at one site.

U. Colony.
A hive and its equipment and appurtenances, including one queen, bees, comb, honey, pollen, and brood.

V. Commercial Driveway.
Any driveway access to a public street other than one serving a single-family or duplex residence on a single lot.

W. Commercial Vehicle.

Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

X. Commission – Historic Landmarks.
The City/County historic landmarks commission.

Y. Community Banner.
A temporary banner made of sturdy cloth or vinyl that is not commercial advertising that has the purpose of the promotion of a civic event, public service announcement, holiday decorations, or similar community and cultural interests and is placed on a structure located in the public right-of-way, subject to procedures authorized by city administrator.

Z. Community Meeting.
An informal meeting, workshop, or other public meeting to obtain comments from the public or other agencies on a proposed project permit prior to the submission of an application.

1. A community meeting is between an applicant and owners, residents of property in the immediate vicinity of the site of a proposed project, the public, and any registered neighborhood organization or community council responsible for the geographic area containing the site of the proposal, conducted prior to the submission of an application to the City of Spokane.

2. A community meeting does not constitute an open record hearing.

3 The proceedings at a community meeting may be recorded and a report or recommendation shall be included in the permit application file.

AA. Compensatory Mitigation.
Replacing project-induced wetland losses or impacts, and includes, but is not limited to, the following:

1. Restoration.
The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or degraded wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into re-establishment and rehabilitation.

2. Re-establishment.
The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.

3. Rehabilitation.

The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland.

4. Creation (Establishment).
The manipulations of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species.

5. Enhancement.
The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

6. Protection/Maintenance (Preservation).
Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements, repairing water control structures or fences or structural protection such as repairing a barrier island. This term also includes activities commonly associated with the term preservation. Preservation does not result in a gain of wetland acres, may result in a gain in functions, and will be used only in exceptional circumstances.

AB. Comprehensive Plan.
The City of Spokane comprehensive plan, a document adopted pursuant to chapter 36.70A RCW providing land use designations, goals and policies regarding land use, housing, capital facilities, housing, transportation, and utilities.

AC. Conceptual Landscape Plan.
A scale drawing showing the same information as a general site plan plus the location, type, size, and width of landscape areas as required by the provisions of chapter 17C.200 SMC.

1. The type of landscaping, L1, L2, or L3, is required to be labeled.

2. It is not a requirement to designate the scientific name of plant materials on the conceptual landscape plan.

AD. Concurrency Certificate.
A certificate or letter from a department or agency that is responsible for a determination of the adequacy of facilities to serve a proposed development, pursuant to chapter 17D.010 SMC, Concurrency Certification.

AE. Concurrency Facilities.
Facilities for which concurrency is required in accordance with the provisions of this chapter. They are:

1. transportation,

2. public water,

3. fire protection,

4. police protection,

5. parks and recreation,

6. libraries,

7. solid waste disposal and recycling,

8. schools, and

9. public wastewater (sewer and stormwater).

AF. Concurrency Test.
The comparison of an applicant's impact on concurrency facilities to the available capacity for public water, public wastewater (sewer and stormwater), solid waste disposal and recycling, and planned capacity for transportation, fire protection, police protection, schools, parks and recreation, and libraries as required in SMC 17D.010.020.

AG. Conditional Use Permit.
A "conditional use permit" and a "special permit" are the same type of permit application for purposes of administration of this title.

AH. Condominium.
Real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in unit owners, and unless a

declaration and a survey map and plans have been recorded pursuant to chapter 64.34 RCW.

AI. Confidential Shelter.
Shelters for victims of domestic violence, as defined and regulated in chapter 70.123 RCW and WAC 248-554. Such facilities are characterized by a need for confidentiality.

AJ. Congregate Residence.
A dwelling unit in which rooms or lodging, with or without meals, are provided for nine or more non-transient persons not constituting a single household, excluding single-family residences for which special or reasonable accommodation has been granted.

AK. Conservancy Environments.
Those areas designated as the most environmentally sensitive and requiring the most protection in the current shoreline master program or as hereafter amended.

AL. Container.
Any vessel of sixty gallons or less in capacity used for transporting or storing critical materials.

AM. Context Areas
Established by the Regulating Plan, Context Area designations describe and direct differing functions and features for areas within FBC limits, implementing community goals for the built environment.

AN. Conveyance.
In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means a mechanism for transporting water from one point to another, including pipes, ditches, and channels.

AO. Conveyance System.
In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means the drainage facilities and features, both natural and constructed, which collect, contain and provide for the flow of surface and stormwater from the highest points on the land down to receiving water. The natural elements of the conveyance system include swales and small drainage courses, streams, rivers, lakes, and wetlands. The constructed elements of the conveyance system include gutters, ditches, pipes, channels, and most flow control and water quality treatment facilities.

AP. Copy.
Letters, characters, illustrations, logos, graphics, symbols, writing, or any combination thereof designed to communicate information of any kind, or to

advertise, announce or identify a person, entity, business, business product, or to advertise the sale, rental, or lease of premises

AQ. Cottage Housing.

1. A grouping of individual structures where each structure contains one or two dwelling units.

2. The land underneath the structures ((~~is not~~)) may or may not be divided into separate lots.

3. A cottage housing development may contain ((~~no less than six and no more than twelve individual structures in addition to~~)) detached accessory buildings for storing vehicles. It may also include a community building, garden shed, or other facility for use of the residents.

4. The types of units allowed in cottage housing developments are detached cottages, attached unit homes and carriage units. For the purposes of SMC 17C.110.350, the definitions of these types are:

a. Cottage. A detached, single-family residential building.



b. Attached Unit Home. A structure containing two dwelling units designed to look like a single-family home.



c. Carriage Unit. A single-family dwelling unit located above a garage structure.



AR. Council.
The city council of the City of Spokane.

AS. County.
Usually capitalized, means the entity of local government or, usually not capitalized, means the geographic area of the county, not including the territory of incorporated cities and towns.

AT. Covenants, Conditions, and Restrictions (CC&Rs).
A document setting forth the covenants, conditions, and restrictions applicable to a development, recorded with the Spokane County auditor and, typically, enforced by a property owner's association or other legal entity.

AU. Creep.
Slow, downslope movement of the layer of loose rock and soil resting on bedrock due to gravity.

AV. Critical Amount.
The quantity component of the definition of critical material.

AW. Critical Aquifer Recharge Areas (CARA).
Critical aquifer recharge areas (CARA) include locally identified aquifer sensitive areas (ASA) and wellhead protection areas.

AX. Critical Areas.
Any areas of frequent flooding, geologic hazard, fish and wildlife habitat, aquifer sensitive areas, or wetlands as defined under chapter 17E.010 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, and chapter 17E.070.SMC.

AY. Critical Facility.
A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to:

1. schools;

2. nursing homes;

3. hospitals;

4. police;

5. fire;

6. emergency response installations; and

7. installations which produce, use, or store hazardous materials or hazardous waste.

AZ. Critical Material.

1. A compound or substance, or class thereof, designated by the division director of public works and utilities which, by intentional or accidental release into the aquifer or ASA, could result in the impairment of one or more of the beneficial uses of aquifer water and/or impair aquifer water quality indicator levels. Beneficial uses include, but are not limited to:
domestic and industrial water supply,

   a domestic and industrial water supply,

   b. agricultural irrigation,

   c. stock water, and

   d. fish propagation.

   Used herein, the designation is distinguished from state or other designation.

2. A list of critical materials is contained in the Critical Materials Handbook, including any City modifications thereto.

BA. Critical Material Activity.
A land use or other activity designated by the manager of engineering services as involving or likely to involve critical materials.
A list of critical materials activities is contained in the Critical Materials Handbook.

BB. Critical Materials Handbook.
The latest edition of a publication as approved and amended by the division director of public works and utilities from time to time to accomplish the purposes of this chapter.

1. The handbook is based on the original prepared by the Spokane water quality management program (“208”) coordination office, with the assistance of its technical advisory committee. It is on file with the director of engineering services and available for public inspection and purchase.

2. The handbook, as approved and modified by the division director of public works and utilities, contains:

   a. a critical materials list,

   b. a critical materials activities list, and

c. other technical specifications and information.

3. The handbook is incorporated herein by reference. Its provisions are deemed regulations authorized hereunder and a mandatory part of this chapter.

BC. Critical Review.
The process of evaluating a land use permit request or other activity to determine whether critical materials or critical materials activities are involved and, if so, to determine what appropriate measures should be required for protection of the aquifer and/or implementation of the Spokane aquifer water quality management plan.

BD. Critical Review Action.

1. An action by a municipal official or body upon an application as follows:

a. Application for a building permit where plans and specifications are required, except for Group R and M occupancies (SMC 17G.010.140 and SMC 17G.010.150).

b. Application for a shoreline substantial development permit (SMC 17G.060.070(B)(1)).

c. Application for a certificate of occupancy (SMC 17G.010.170).

d. Application for a variance or a certificate of compliance (SMC 17G.060.070(A) or SMC 17G.060.070(B)(1)).

e. Application for rezoning (SMC 17G.060.070(A)).

f. Application for conditional permit (SMC 17G.060.070(A)).

g. Application for a business license (SMC 8.01.120).

h. Application for a permit under the Fire Code (SMC 17F.080.060).

i. Application for a permit or approval requiring environmental review in an environmentally sensitive area (SMC 17E.050.260).

j. Application for connection to the City sewer or water system.

k. Application for construction or continuing use of an onsite sewage disposal system (SMC 13.03.0149 and SMC 13.03.0304).

l. Application for sewer service with non-conforming or non-standard sewage (SMC 13.03.0145, SMC 13.03.0314, and SMC 13.03.0324).

m. Application involving a project identified in SMC 17E.010.120.

n. Issuance or renewal of franchise; franchisee use of cathodic protection also requires approval or a franchise affecting the City water supply or water system.

o. Application for an underground storage tank permit (SMC 17E.010.210); and

p. Application for permit to install or retrofit aboveground storage tank(s) (SMC 17E.010.060(A) and SMC 17E.010.400(D)).

2. Where a particular municipal action is requested involving a land use installation or other activity, and where said action is not specified as a critical review action, the City official or body responsible for approval may, considering the objectives of this chapter, designate such as a critical review action and condition its approval upon compliance with the result thereof.

BE. Critical Review Applicant.
A person or entity seeking a critical review action.

BF. Critical Review Officer – Authority.

1. The building official or other official designated by the director of public works and utilities.

2. For matters relating to the fire code, the critical review officer is the fire official.

3. The critical review officer carries out and enforces the provisions of this chapter and may issue administrative and interpretive rulings.

4. The critical review officer imposes requirements based upon this chapter, regulations, and the critical materials handbook.

5. The officer may adopt or add to any requirement or grant specific exemptions, where deemed reasonably necessary, considering the purpose of this chapter

BG. Critical Review Statement.
A checklist, disclosure form, or part of an application for a critical review action, disclosing the result of critical review. Where not otherwise provided as part of the application process, the critical review officer may provide forms and a time and place to file the statement.

BH. Cumulative Impacts.

The combined, incremental effects of human activity on ecological or critical area functions and values. Cumulative impacts result when the effects of an action are added to or interact with other effects in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

BI. Curb Ramp.
A ramp constructed in the sidewalk to allow wheelchair access from the sidewalk to the street.

BJ. Cutbank.
The concave bank of a moving body of water that is maintained as a steep or even overhanging cliff by the actions of water at its base.

Section 3. That SMC section 17A.020.040 is amended to read as follows:

17A.020.040 "D" Definitions

A. Day.
A calendar day. A time period expressed in a number of days is computed by excluding the first day and including the last day. When an act to be done requires a City business day, and the last day by which the act may be done is not a City business day, then the last day to act is the following business day.

B. Debris Flow.
Slow moving, sediment gravity flow composed of large rock fragments and soil supported and carried by a mud-water mixture.

C. Debris Slide.
A shallow landslide within rock debris with the slide usually occurring within a relatively narrow zone.

D. "Decibel (dB)" means the measure of sound pressure or intensity.

E. Dedication.
The deliberate appropriation of land, or an easement therein, by its owner for any general and public uses, reserving to the owner no rights other than those that are compatible with the full exercise and enjoyment of the public uses for which the property has been devoted, and accepted for such use by or on behalf of the public. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat, short plat, or binding site plan showing the dedication thereon or by dedication deed to the City. The acceptance by the public shall be evidenced by the approval of such plat, short plat, binding site plan, or at the City's option, by the City recording such dedication deed with the Spokane County auditor.

F. Degraded Wetland.

A wetland altered through impairment of some physical or chemical property which results in reduction of one or more wetland functions and values.

G. Demolition or Partial Demolition.
The destruction, removal, or relocation, in whole or in part, of a building or structure or a significant feature of a building or structure that is of important historical character. Demolition (or partial demolition) does not include the removal of past additions for the express purpose of restoration of a structure to its historic appearance, form, or function. Demolition (or partial demolition) does not include the destruction or removal of portions of a building or structure that are not significant to defining its historic character. This exclusion is valid so long as the demolition is done as part of a design review application approved pursuant to chapter 17C.040 SMC.

H. Density.
The number of housing units per acre as permitted by the zoning code.

I. Denuded.
Land that has had the natural vegetative cover or other cover removed leaving the soil exposed to mechanical and chemical weathering.

J. Department.
Any of the departments of engineering services, planning services, fire department, or parks and recreation for which responsibility has been assigned by charter or code for administration.

K. Design Departure.
Any change that is sought to modify or waive a design requirement (R) or waive a design presumption (P) contained within the design standards. The design departure process is found in chapter 17G.030 SMC, Design Departures.

L. Design Guidelines.
A set of design parameters for development which apply within a design district, sub-district, or overlay zone. The guidelines are adopted public statements of intent and are used to evaluate the acceptability of a project's design.

M. Design Review Board.
The design review board is defined in chapter 4.13 SMC. The design review board was previously named design review committee. Any reference to design review committee is the same as a reference to the design review board.

N. Designation.
The declaration of a building, district, object, site, or structure as a landmark or historic district.

O. Desired Character.

The preferred and envisioned character (usually of an area) based on the purpose statement or character statement of the base zone, overlay zone, or plan district. It also includes the preferred and envisioned character based on any adopted subarea plans or design guidelines for an area.

P. Detailed Site Plan.
A general site plan to which the following detailed information has been added:

1. Natural vegetation, landscaping, and open spaces.

2. Ingress, egress, circulation, parking areas, and walkways.

3. Utility services.

4. Lighting.

5. Signs.

6. Flood plains, waterways, wetlands, and drainage.

7. Berms, buffers, and screening devices; and

8. Such other elements as required in this chapter.

Q. Developable Area.
Land outside of a critical area and associated buffer including wetlands, fish and wildlife habitat conservation areas, riparian habitat area, landslide areas, steep slope areas, floodplain, floodway, shallow flooding, channel migration zone, and associated buffers, or any other restricted area on a particular piece of property.

R. Development.
Any proposed land use, zoning, or rezoning, comprehensive plan amendment, annexation, subdivision, short subdivision, planned unit development, planned area development, conditional use permit, special use permit, shoreline development permit, or any other property development action permitted or regulated by the Spokane Municipal Code.

S. Development Activity – Floodplain.
Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

T. Development Approval.
Any recommendation or approval for development required or permitted by this code.

U. Development Codes.

The state-adopted codes, boiler and pressure vessel, building, electrical, elevator, fire, mechanical, plumbing, and related publications adopted by the City, along with other provisions of this code that relate to private access to, use and obstruction of public right-of-way, and engineering standards that relate to private construction of public utilities and facilities.

V. Development Permit.
Any permit issued by the City authorizing construction, including a building permit, conditional use permit, substantial development permit, or other permit required by the City.

W. Development Plan, Site.
The final site plan that accompanied a recommendation or approval for development permitted by this code and that may identify standards for bulk and location of activities, infrastructure and utilities specific to the development.

((~~W~~)) X. Dike.
An artificial embankment placed at a stream mouth or delta area to hold back sea water for purposes of creating and/or protecting arable land from flooding.

((~~X~~)) Y. Direct Impact.
An impact upon public facilities that has been identified as a direct consequence or result of a proposed development.

((~~Y~~)) Z. Directional.
Any of the four basic compass directions, abbreviated as follows: N, S, E, W, SE, NE, SW, NW shall also be considered as a directional. A directional is placed in front of the root roadway name.

((~~Z~~)) AA. Directional Sign.
A sign exclusively limited to guiding the circulation of motorists or pedestrians on the site.

((~~AA~~)) AB. Director.
The administrative official of the department responsible for compliance with this code, the development codes, and the land use codes. These include the director of building services, director of engineering services, and the director of planning services.

((~~AB~~)) AC. Discharge (n).
In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means runoff, excluding offsite flows, leaving a proposed development through overland flow, built conveyance systems, or infiltration facilities.

((~~AC~~)) AD. Discharge (v).
In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means any disposal, injection, dumping, spilling, pumping, emitting, emptying,

leaching, or placing of any material so that such material enters and exits from the MS4 or from any other publicly owned or operated drainage system that conveys storm water. The term includes other verb forms, where applicable.

((~~AD~~)) AE. Discharger.
In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means any person that discharges to the City's MS4 or any other publicly owned or operated drainage system that conveys, manages, or disposes of stormwater flows.

((~~AE~~)) AF. District.
A geographically definable area, urban or rural, small or large, possessing a significant concentration, linkage, or continuity of buildings, objects, sites, and/or structures united by past events or aesthetically by plan or physical development.

((~~AF~~)) AG. Disturbance Area.
In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means an area where soils are exposed or disturbed by development, both existing and proposed. The disturbance area includes staging and storage areas, structures, and areas needed for vehicle access and maneuvering.

((~~AG~~)) AH. Dock.
All platform structures or anchored devices in or floating upon water bodies to provide moorage for pleasure craft or landing for water-dependent recreation.

((~~AH~~)) AI. Documented Habitat.
Habitat classified by state or federal agencies as critical to the survival of endangered or threatened or sensitive animal, fish, or plant species.

((~~AI~~)) AJ. Domestic Animal.

1. Large Domestic Animals.

   a. Animals including, but not limited to, horses, donkeys, burros, llamas, alpacas, bovines, goats, sheep, swine, and other animals or livestock of similar size and type.

   b. Young of horses, mules, donkeys, burros, and llamas under one year in age.

   c. Bovines under ten months in age.

   d. Sheep, goats, and swine under three months in age are not included when counting large animals.

2. Small Domestic Animals.

   a. Fowl including, but not limited to, chickens, guinea hens, geese, ducks, turkeys, pigeons, and other fowl not listed or otherwise defined.

b. Mink, chinchilla, nutria, gnawing animals in general, and other animals of similar size and type.

c. Small livestock are defined as:

1. swine- breeds include miniature Vietnamese, Chinese or oriental pot-bellied pigs (sus scrofa vittatus),

2. other small pig breeds such as Kunekune, Choctaw, and Guinea hogs,

3. all breeds of goats excluding mature large meat breeds such as Boers, and

4. all breeds of sheep excluding mature large meat breeds such as Suffolk or Hampshire sheep.

5. No horned rams shall be permitted as a small livestock.

6. Under no circumstance shall a small livestock exceed thirty-six inches shoulder height or one hundred and fifty pounds in weight.

d. Young small animals, livestock or fowl under three months in age are not included when counting small animal, livestock or fowl.

((~~AJ~~)) AK. Drainage Ditch.
An artificially created watercourse constructed to drain surface or ground water. Ditches are graded (man-made), channels installed to collect and convey runoff from fields and roadways. Ditches may include irrigation ditches, waste ways, drains, outfalls, operational spillways, channels, stormwater runoff facilities, or other wholly artificial watercourses, except those that directly result from the modification to a natural watercourse. Ditches channels that support fish are considered to be streams.

((~~AK~~)) AL. Dredge Spoil.
The material removed by dredging.

((~~AL~~)) AM. Dredging.
The removal, displacement, and disposal of unconsolidated earth material such as silt, sand, gravel, or other submerged material from the bottom of water bodies; maintenance dredging and other support activities are included in this definition.

((~~AM~~)) AN. Drift Cell.
Or “drift sector” or “littoral cell” means a particular reach of marine shore in which littoral drift may occur without significant interruption and which contains any natural sources of such drift and also accretion shore forms created by such drift.

((~~AN~~)) AO. Driveway.
An all-weather surface driveway structure as shown in the standard plans.

((~~AO~~)) AP. Duplex.
A building that contains two primary dwelling units on one lot. The units must share a common wall or common floor/ceiling.

((~~AP~~)) AQ. Dwelling Unit.
A building, or a portion of a building, that has independent living facilities including provisions for sleeping, cooking, and sanitation, and that is designed for residential occupancy by a group of people. Buildings with more than one set of cooking facilities are considered to contain multiple dwelling units unless the additional cooking facilities are clearly accessory, such as an outdoor grill.

Section 4. That SMC section 17A.020.130 is amended to read as follows:

17A.020.130 "M" Definitions

A. Main Assembly Area.
The principal room for persons gathering for religious services.

B. Maintenance.
Or "repair" means those usual activities required to prevent a decline, lapse, or cessation from a lawfully established condition or to restore the character, scope, size, and design of a serviceable area, structure, or land use to a state comparable to its previously authorized and undamaged condition. This does not include any activities that change the character, scope, or size of the original structure, facility, utility, or improved area beyond the original design.

C. Manufactured Home.

1. "Manufactured home" is a single-family dwelling unit constructed after June 15, 1976, built in accordance with department of housing and urban development Manufactured Home Construction and Safety Standards Act, which is a national, preemptive building code.

2. "Manufactured home accessory structure" is any attached or detached addition to a manufactured home, such as an awning, basement, carport, garage, porch, or storage structure, which is ordinarily appurtenant.

D. Manufactured Home Park.
Two or more manufactured homes or mobile homes used as dwelling units on a single parcel or lot.

E. Marquee Sign.
A sign incorporated into or attached to a marquee or permanent canopy.

F. Marsh.
A low, flat wetland area on which the vegetation consists mainly of herbaceous plants such as cattails, bulrushes, tules, sedges, skunk cabbage, or other

hydrohytic plants. Shallow water usually stands on a marsh at least during part of the year.

G. Mean Annual Flow.
The average flow of a river or stream (measured in cubic feet per second) from measurements taken throughout the year. If available, flow data for the previous ten years should be used in determining mean annual flow.

H. Mining.
The extraction and removal of sand, gravel, minerals, or other naturally occurring material from the earth for economic use.

I. Minor Arterials.
A two- to four-lane facility which collects and distributes traffic from principal arterials to collector arterials and local access streets.

J. Mitigation – Mitigate.
An action which avoids a negative adverse impact and is reasonable and capable of being accomplished.

K. Mitigation – Mitigation Sequencing.
The use of any or all of the following actions listed in descending order of preference:

1. Avoiding the impact altogether by not taking a certain action or parts of an action.

2. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts.

3. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment.

4. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.

5. Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; or

6. Monitoring the impact and the compensation project and taking appropriate corrective measures.

Mitigation may include a combination of the above measures.

L. Mobile Home.
A factory-built dwelling built prior to June 15, 1976, to standards other than the housing and urban development code, and acceptable under applicable state

codes in effect at the time of construction of introduction of the home into the state. Mobile homes have not been built since introduction of the housing and urban development Manufactured Home Construction and Safety Standards Act.

M. Mobile Home Park.
Any real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models for the primary purpose of production of income, except where such real property is rented or held out for rent for seasonal recreational purpose only and is not intended for year-round occupancy.

N. Modification to a Preliminary Plat, Short Plat, or Binding Site Plan.
A change, prior to recording, of an approved preliminary plat, preliminary short plat, or binding site plan that includes, but is not limited to, the addition of new lots or tracts, or a change of the boundaries or dimensions of lots or tracts.

O. Modular Home.
A single-family dwelling unit (which may be in the form of a factory-built or manufactured housing permit as well as a standard building permit) constructed in a factory in accordance with International Building Code and bearing the appropriate gold insignia indicating such compliance. The term includes “pre-fabricated,” “panelized,” and “factory-built” units.

P. Modulation.
A measured and proportioned inflection in a building’s face. Articulation, modulation, and their interval create a sense of scale important to residential buildings.

((~~P~~))Q. Monitoring.
Periodic evaluation of a wetlands restoration, creation, or enhancement site or habitat management plan area to determine changes at the site, such as vegetation growth, hydrologic changes, soil development, and use of the site by birds and animals.

((~~Q~~))R. Monument.
A physical survey monument as shown in the City's standard plans.

((~~R~~))S. Monument Sign.
A freestanding sign where the base of the sign structure is on the ground or a maximum of twelve inches above the lowest point of the ground adjacent to the sign. The width of the top of the sign structure can be no more than one hundred twenty percent of the width of the base.

((~~S~~))T. Multi-family Residential Building.
A common wall dwelling or apartment house that consists of three or more dwelling units.

((~~T~~))U Multiple Containment.
A means of spill or leak control involving a containment structure having one or more layers of material between the primary container and the environment.

1. Containment layers must be resistant to the material stored.

2. The volume within the containment system must be at least as large as the primary container.

3. Containment layers may be separated by an interstitial space.

((~~U~~))V Municipal Separate Storm Sewer System (MS4).
A conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

1. owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, stormwater, or other wastes, including special districts under state law such as sewer district, flood control district, or drainage district, designated and approved management agency under section 208 of the Clean Water Act that discharges to water of the United States;

2. designed or used for collecting or conveying stormwater;

3. which is not a combined sewer; and

4. which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR (Code of Federal Regulation) 122.2.

((~~V~~))W MUTCD.
The U.S. department of transportation Manual on Uniform Traffic Control Devices.

Section 5. That SMC section 17A.020.190 is amended to read as follows:

17A.020.190 "S" Definitions

A. Salmonid.
Belonging to the family of Salmonidae, including the salmons, trouts, chars, and whitefishes.

B. Sandwich Board Sign.
A self-supporting A-shaped freestanding temporary sign with only two visible sides that are situated adjacent to a business, typically on a sidewalk.

C. Scrub-shrub Wetland.
An area of vegetated wetland with at least thirty percent of its surface area covered by woody vegetation less than twenty feet in height at the uppermost strata.

D. Secondary Building Walls.
Exterior building walls that are not classified as primary building walls.

E. Secondary Containment.
A means of spill or leak containment involving a second barrier or tank constructed outside the primary container and capable of holding the contents of the primary container.

F. Sediment.
Mineral or organic matter deposited as a result of erosion.

G. Sedimentation.
The settling and accumulation of particles such as soil, sand, and gravel, suspended in water or in the air.

H. SEPA Rules.
Chapter 197-11 WAC adopted by the department of ecology.

I. Service Area.
A geographic area defined by the City, which encompasses public facilities that are part of a plan.

J. Serviceable.
Means presently useable.

K. Setback.
The minimum distance required between a specified object, such as a building and another point. Setbacks are usually measured from lot lines to a specified object. In addition, the following setbacks indicate where each setback is measured from:

1. “Front setback” means a setback that is measured from a front lot line.

2. “Rear setback” means a setback that is measured from a rear lot line.

3. “Side setback” means a setback that is measured from a side lot line.

4. “Street setback” means a setback that is measured from a street lot line.

L. Sex Paraphernalia Store.
A commercial establishment that regularly features sexual devices and regularly advertises or holds itself out, in any medium, as an establishment that caters to adult sexual interests. This definition shall not be construed to include:

1. Any pharmacy, drug store, medical clinic, any establishment primarily dedicated to providing medical or healthcare products or services; or

2. Any establishment located within an enclosed regional shopping mall.

M. Sexual Device.
Any three dimensional object designed for stimulation of the male or female human genitals, anus, buttocks, female breast, or for sadomasochistic use or abuse of oneself or others and shall include devices commonly known as dildos, vibrators, penis pumps, cock rings, anal beads, butt plugs, nipple clamps, and physical representations of the human genital organs. Nothing in this definition shall be construed to include devices primarily intended for protection against sexually transmitted diseases or for preventing pregnancy.

N. Shall.
Unless the context indicates otherwise, the term “shall” means:

1. In reference to the obligations imposed by this title upon owners or occupants of premises or their agents, a mandatory obligation to act, or when used with a negative term to refrain from acting, in compliance with this code at the risk of denial of approval or civil or criminal liability upon failure so to act, the term being synonymous with “must”;

2. With respect to the functions of officers and agents of the City, a direction and authorization to act in the exercise of sound discretion; or

3. The future tense of the verb “to be.”

O. Shallow Groundwater.
Naturally occurring water within an unconfined (water table) aquifer, partially confined aquifer or perched groundwater aquifer, and which is present at depth of fifteen feet or less below the ground surface, at any time, under natural conditions.

P. Shorelands.
Or “shoreline areas” or “shoreline jurisdiction” means all “shorelines of the state” and “shorelands” as defined in RCW 90.58.030. Those lands extending landward for two hundred feet in all directions as measured on a horizontal plane from the ordinary high-water mark; floodways and contiguous floodplain areas landward two hundred feet from such floodways; and all wetlands and river deltas associated with the streams, lakes, and tidal waters which are subject to the provisions of the entire shoreline master program; the same to be designated as to location by the department of ecology.

Q. Shoreline and Ecosystems Enhancement Plan and Program.
See SMC 17E.020.090, Habitat Management Plans.

R. Shoreline Buffer.

1. A designated area adjacent to the ordinary high-water mark and running landward to a width as specified by this regulation intended for the protection or enhancement of the ecological function of the shoreline area.

2. The buffer will consist primarily of natural vegetation or planted vegetation which maintains or enhances the ecological functions of the shoreline area.

3. The term “buffer area” has the same meaning as “buffer.”

S. Shoreline Enhancement.
Any alteration of the shoreline that improves the ecological function of the shoreline area or any aesthetic improvement that does not degrade the shoreline ecological function of the shoreline.

T. Shoreline Environment Designations.
The categories of shorelines established by local shoreline master programs in order to provide a uniform basis for applying policies and use regulations within distinctively different shoreline areas. The basic recommended system classifies shorelines into four distinct environments (natural, conservancy, rural, and urban). See WAC 173-16-040(4).

U. Shoreline Habitat and Natural Systems Enhancement Projects.

1. Shoreline habitat and natural systems enhancement projects include those activities proposed and conducted specifically for the purpose of establishing, restoring, or enhancing habitat for propriety species in shorelines.

2. Provided that the primary purpose of such actions is clearly restoration of the natural character and ecological functions of the shoreline, projects may include shoreline modification actions such as:

3. Modification of vegetation,

4. Removal of nonnative or invasive plants,

5. Shoreline stabilization, dredging, and filling.

V. Shoreline Jurisdiction.
See “Shorelands.”

W. Shoreline Letter of Exemption.
Authorization from the City which establishes that an activity is exempt from shoreline substantial development permit requirements under SMC 17E.060.300 and WAC 173-14-040, but subject to regulations of the Act and the entire shoreline master program.

X. Shoreline Master Program.

1. The comprehensive use plan for a described area, and the use regulations together with maps, diagrams, charts, or other descriptive material and text, a statement of desired goals, and standards developed in accordance with the policies enunciated in RCW 90.58.020.

2. For the City of Spokane, the shoreline master program includes the:

   a. Shoreline Goals and Policies (Comprehensive Plan Chapter 14),

   b. Shoreline Regulations (chapter 17E.060 SMC),

   c. City of Spokane Shoreline Restoration Plan (stand-alone document), and

   d. Shoreline Inventory and Analysis (Comprehensive Plan Volume III).

Y. Shoreline Mixed Use.
Combination of water-oriented and non-water oriented uses within the same structure or development area.

Z. Shoreline Modifications.
Those actions that modify the physical configuration or qualities of the shoreline area, usually through the construction of a physical element such as a dike, breakwater, pier, weir, dredged basin, fill, bulkhead, or other shoreline structure. They can include other actions, such as clearing, grading, or application of chemicals.

AA. Shoreline Protection.

1. Structural and nonstructural methods to control flooding or address erosion impacts to property and dwellings or other structures caused by natural processes, such as current, flood, wind, or wave action.

2. The terms “Shoreline protection measure” and this term have the same meaning.

3. Substantial enlargement of an existing shoreline protection improvement is regarded as new shoreline protection measure.

AB. Shoreline Recreational Development.
Recreational development includes commercial and public facilities designed and used to provide recreational opportunities to the public. Water-dependent, water-related and water-enjoyment recreational uses include river or stream swimming areas, boat launch ramps, fishing areas, boat or other watercraft rentals, and view platforms.

AC. Shoreline Restoration.

1. The re-establishment or upgrading of impaired ecological shoreline processes or functions. This may be accomplished through measures including, but not limited to, re-vegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials.

2. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions.

AD. Shoreline Stabilization.
Structural or non-structural modifications to the existing shoreline intended to reduce or prevent erosion of uplands or beaches. They are generally located parallel to the shoreline at or near the ordinary high-water mark. Other construction classified as shore defense works include groins, jetties, and breakwaters, which are intended to influence wave action, currents, and/or the natural transport of sediments along the shoreline.

AE. Shoreline Structure.
A permanent or temporary edifice or building, or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above, or below the surface of the ground or water, except for vessels.

AF. Shorelines Hearings Board (SHB).
The shorelines hearings board is a quasi-judicial body with powers of de novo review authorized by chapter 90.58 RCW to adjudicate or determine the following matters:

1. Appeals from any person aggrieved by the granting, denying, or rescinding of a permit issued or penalties incurred pursuant to chapter 90.58 RCW.

2. Appeals of department rules, regulations, or guidelines; and

3. Appeals from department decisions to approve, reject, or modify a proposed master program or program amendment of local governments which are not planning under RCW 36.70A.040.

AG. Short Plat – Final.
The final drawing of the short subdivision and dedication, prepared for filing for record with the Spokane county auditor and containing all elements and requirements set forth in this chapter and chapter 58.17 RCW.

AH. Short Plat – Preliminary.

1. A neat and approximate drawing of a proposed short subdivision showing the general layout of streets, alleys, lots, blocks, and other elements of a short subdivision required by this title and chapter 58.17 RCW.

2. The preliminary short plat shall be the basis for the approval or disapproval of the general layout of a short subdivision.

AI. Short Subdivision.
A division or redivision of land into nine or fewer lots, tracts, parcels, or sites for the purpose of sale, lease, or transfer of ownership. (RCW 58.17.020(6)).

AJ. Sign.

1. Materials placed or constructed or light projected, but not including any lawful display of merchandise, that:

   a. Conveys a message or image, and

   b. Is used to inform or attract the attention of the public

2. Some examples of signs are materials or lights meeting the definition of the preceding sentence and which are commonly referred to as signs, placards, A-boards, posters, murals, diagrams, banners, flags, or projected slides, images, or holograms.

3. The scope of the term sign does not depend on the content of the message or image conveyed.

AK. Sign – Animated Sign.
A sign that uses movement, by either natural or mechanical means, to depict action to create a special effect or scene.

AL. Sign – Electronic Message Center Sign.
An on-premises sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means including signs using a video display method.

AM. Sign Face.
The portion of a sign which contains lettering, logo, trademark, or other graphic representations.

AN. Sign – Flashing Sign.

1. A pattern of changing light illumination where the sign illumination alternates suddenly between fully illuminated and fully non-illuminated in a strobe-like fashion for the purpose of drawing attention to the sign.

2. Time and temperature signs are excluded from this definition.

3. For the purpose of this title, electronic message centers consistent with the standards of SMC 17C.240.240(J) shall not be considered flashing signs.

AO. Sign Maintenance.
Normal care needed to keep a sign functional, such as cleaning, painting, oiling, and changing of light bulbs.

AP. Sign – Off-premises.
A sign relating, through its message and content, to a business activity, use, product, or service not available on the premises upon which the sign is erected.

AQ. Sign Repair.
Fixing or replacement of broken or worn parts. Replacement includes comparable materials only. Repairs may be made with the sign in position or with the sign removed.

AR. Sign Structure.
A structure specifically intended for supporting or containing a sign.

AS. Significant Vegetation Removal.
The removal or alteration of trees, shrubs, and/or ground cover by clearing, grading, cutting, burning, chemical means, or other activity that causes significant ecological impacts to functions provided by such vegetation.

1. The removal of invasive or noxious weeds does not constitute significant vegetation removal.

2. Tree pruning, not including tree topping, where it does not affect ecological functions, does not constitute significant vegetation removal.

AT. Single-family Residential Building.
A dwelling containing only one dwelling unit.

AU. Single-room Occupancy Housing (SRO).
A structure that provides living units that have separate sleeping areas and some combination of shared bath or toilet facilities.

1. The structure may or may not have separate or shared cooking facilities for the residents.

2. SRO includes structures commonly called residential hotels and rooming houses.

AV. Site.
Any parcel of land recognized by the Spokane County assessor's office for taxing purposes. A parcel may contain multiple lots.

AW. Site – Archaeological.

1. A place where a significant event or pattern of events occurred. It may be the:

a. Location of prehistoric or historic occupation or activities that may be marked by physical remains; or

b. Symbolic focus of a significant event or pattern of events that may not have been actively occupied.

2. A site may be the location of a ruined or now non-extant building or structure if the location itself possesses historic, cultural, or archaeological significance.

AX. Site, Parent.
The initial aggregated area containing a development, and from which individual lots may be divided, as used in the context of SMC 17C.110.360 Pocket Residential Development, and SMC 17G.080.065, Alternative Residential Subdivisions.

((~~AX~~))AY. Slump.
The intermittent movement (slip) of a mass of earth or rock along a curved plane.

((~~AY~~))AZ. SMC.
The Spokane Municipal Code, as amended.

((~~AZ~~))BA. Soil.
The naturally occurring layers of mineral and organic matter deposits overlaying bedrock. It is the outer most layer of the Earth.

((~~BA~~))BB. Sound Contours.
A geographic interpolation of aviation noise contours as established by the 2010 Fairchild AFB Joint Land Use Study and placed on the official zoning map. When a property falls within more than one noise zone, the more restrictive noise zone requirements shall apply for the entire property.

((~~BB~~))BC. Sound Transmission Class (STC).
A single-number rating for describing sound transmission loss of a wall, partition, window or door.

((~~BC~~))BD. Special Drainage District (SDD).
An area associated with shallow groundwater, intermittent standing water, or steep slopes where infiltration of water and dispersion of water into the soils may be difficult or delayed, creating drainage or potential drainage problems. SDDs are designated in SMC 17D.060.130.

((~~BD~~))BE. Special Event Sign.
A temporary sign used to announce a circus, a carnival, festivals, or other similar events.

((~~BE~~))BF. Species of Concern.

Species native to Washington State listed as state endangered, state threatened, state sensitive, or state candidate, as well as species listed or proposed for listing by the U.S. Fish and Wildlife Service or the National Marine Fisheries Service.

((~~BF~~))BG. Specified Anatomical Areas.
They are human:

1. Genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola, when such areas are less than completely and opaquely covered;

2. Male genitals in a discernibly turgid state, even if completely and opaquely covered.

((~~BG~~))BH. Specified Sexual Activities.
Any of the following:

1. Human genitals in a state of sexual stimulation or arousal;

2. Acts of human masturbation, sexual intercourse, or sodomy; and

3. Fondling or other erotic touching of human genitals, pubic region, buttock, or female breast.

((~~BH~~))BI. Spokane Regional Stormwater Manual (SRSM).
A technical document establishing standards for stormwater design and management to protect water quality, natural drainage systems, and down-gradient properties as urban development occurs.

((~~BI~~))BJ. Spokane Register of Historic Places.
The register maintained by the historic preservation office, which includes historic landmarks and districts in the City and County.

((~~BJ~~))BK. Sports Field.
An open area or stadium in which scheduled sports events occur on a regular basis. Sports events include both competitive and noncompetitive events such as track and field activities, soccer, baseball, or football games.

((~~BK~~))BL. Stabilization.
The process of establishing an enduring soil cover of vegetation or mulch or other ground cover and may be in combination with installation of temporary or permanent structures.

((~~BL~~))BM. Standard Plans.
Refers to the City of Spokane's standard plans.

((~~BM~~))BN. Standard References
Standard engineering and design references identified in SMC 17D.060.030.

((~~BN~~))BO. State Candidate Species.
Fish and wildlife species that WDFW will review for possible listing as state endangered, threatened, or sensitive.

((~~BO~~))BP. State Endangered Species.
Any wildlife species native to the State of Washington that is seriously threatened with extinction throughout all or a significant portion of its range within the state.

((~~BP~~))BQ. State Register.
The register maintained pursuant to chapter 195, Laws of 1977, 1st ex. sess., section 6 (chapter 27.34 RCW).

((~~BQ~~))BR. State Sensitive Species.
Any wildlife species native to the State of Washington that is vulnerable or declining and is likely to become endangered or threatened throughout a significant portion of its range within the state without cooperative management or removal of threats.

((~~BR~~))BS. State Threatened Species.
Any wildlife species native to the State of Washington that is likely to become an endangered species within the foreseeable future throughout a significant portion of its range within the state without cooperative management or removal of threats.

((~~BS~~))BT. Stealth Facilities.
Any cellular telecommunications facility that is designed to blend into the surrounding environment. Examples of stealth facilities include:

1. Architecturally screened roof-mounted antennas;

2. Building-mounted antennas painted to match the existing structure;

3. Antennas integrated into architectural elements; and

4. Antenna structures designed to look like light poles, trees, clock towers, bell steeples, or flag poles.

((~~BT~~))BU. Stewardship.
Acting as supervisor or manager of the City and County's historic properties.

((~~BU~~))BV. Stormwater.

1. Any runoff flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

2. "Stormwater" further includes any locally accumulating ground or surface waters, even if not directly associated with natural precipitation events, where such waters contribute or have a potential to contribute to runoff

onto the public right-of-way, public storm or sanitary sewers, or flooding or erosion on public or private property.

((~~BV~~))BW. Stormwater Management Program (SWMP).
A set of actions and activities designed to reduce the discharge of pollutants from the regulated MS4 to the maximum extent practicable and to protect water quality, and comprising the components listed in S5 or S6 of the Eastern Washington Phase II Municipal Permit (WAR04-6505) and any additional actions necessary to meet the requirements of applicable TMDLs.

((~~BW~~))BX. Story.
That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except:

1. The topmost story is that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above;

2. That portion of a building between the eaves and the ridge, when over twenty feet in height, is considered a story;

3. That portion of a building below the eaves which exceeds fourteen feet in height is considered a story, each fourteen feet of height (or major part of fourteen feet) being an additional story; and

4. A basement or unused under-floor space is a story if the finished floor level directly above is either more than:

   a. Six feet above grade for more than half of the total perimeter, or

   b. Twelve feet above grade at any point.

((~~BX~~))BY. Stream.
A naturally occurring body of periodic or continuously flowing water where the:

1. Mean annual flow is greater than twenty cubic feet per second; and

2. Water is contained with a channel (WAC 173-22-030(8)).

((~~BY~~))BZ. Street.
See “Public Way” (SMC 17A.020.160).

((~~BZ~~))CA. Street Classifications.

1. Arterial and local access streets are classified in section 4.5 of the comprehensive plan as follows:

   a. Principal arterial.

b. Minor arterial.

c. Collector arterial.

d. Local access street.

e. Parkway.

2. Definitions of all of the above classifications are included herein. Private streets are not classified but are defined under SMC 17A.020.160, “P” Definitions.

((~~CA~~))CB. Street Frontage.
The lot line abutting a street.

((~~CB~~))CC. Strobe Light.
A lamp capable of producing an extremely short, brilliant burst of light.

((~~CC~~))CD. Structural Alteration.

1. Modification of a sign, sign structure, or awning that affects size, shape, height, or sign location.

2. Changes in structural materials; or

3. Replacement of electrical components with other than comparable materials.

4. The replacement of wood parts with metal parts, the replacement of incandescent bulbs with light emitting diodes (LED), or the addition of electronic elements to a non-electrified sign would all be structural alterations.

5. Structural alteration does not include ordinary maintenance or repair, repainting an existing sign surface, including changes of message or image, exchanging painted and pasted or glued materials on painted wall signs, or exchanging display panels of a sign through release and closing of clips or other brackets.

((~~CD~~))CE. Structure.
Any object constructed in or on the ground, including a gas or liquid storage tank that is principally above ground.

1. Structure includes:

a. Buildings,

b. Decks,

c. Fences,

d. Towers,

e. Flag poles,

f. Signs, and

g. Other similar objects.

2. Structure does not include paved areas or vegetative landscaping materials.

((~~CE~~))CF. Structure – Historic.

A work made up of interdependent and interrelated parts in a definite pattern of organization. Generally constructed by man, it is often an engineering project.

((~~CF~~))CG. Subdivision.

A division or redivision of land into ten or more lots, tracts, or parcels for the purpose of sale, lease, or transfer of ownership (RCW 58.17.020).

((~~CG~~))CH. Subject Property.

The site where an activity requiring a permit or approval under this code will occur.

((~~CH~~))CI. Sublevel Construction Controls.

Design and construction requirements provided in SMC 17F.100.090.

((~~CI~~))CJ. Submerged Aquatic Beds.

Wildlife habitat area made up of those areas permanently under water, including the submerged beds of rivers and lakes and their aquatic plant life.

((~~CJ~~))CK. Substantial Damage – Floodplain.

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-existing condition would equal or exceed fifty percent of the assessed value of the structure before the damage occurred.

((~~CK~~))CL. Substantial Development.

For the shoreline master program, shall mean any development of which the total cost or fair market value exceeds the dollar amount set forth in RCW 90.58 and WAC 173-26 for any improvement of property in the shorelines of the state.

((~~CL~~))CM. Substantial Improvement – Floodplain.

1. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent of the assessed value of the structure either:

a. Before the improvement or repair is started, or

b. If the structure has been damaged and is being restored, before the damage occurred.

2. For the purposes of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

3. The term does not, however, include either any:

a. Project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or

b. Alteration of a structure listed on the National Register of Historic or State Inventory of Historic Places.

((~~CM~~))CN. Suffix.

Describes the roadway type and is located after the root roadway name (i.e., street, avenue, court, lane, way, etc.). The appropriate suffix shall be used in accordance with SMC 17D.050A.040(U).

Section 6. That SMC section 17C.110.030 is amended to read as follows:

17C.110.030 Characteristics of Residential Zones

A. Residential Agriculture (RA).

The RA zone is a low-density single-family residential zone that is applied to areas that are designated agriculture on the land use plan map of the comprehensive plan. Uses allowed in this zone include farming, green house farming, single-family residences and minor structures used for sales of agricultural products produced on the premises.

B. Residential Single-family (RSF).

The RSF zone is a low-density single-family residential zone. It allows a minimum of four and a maximum of ten dwelling units per acre. One- and two-story buildings characterize the allowed housing. The major type of new development will be attached and detached single-family residences. In appropriate areas, more compact development patterns are permitted. The RSF zone is applied to areas that are designated residential 4-10 on the land use plan map of the comprehensive plan.

C. Residential Single-family Compact (RSF-C).
The RSF-C zone is a low-density single-family residential zone that is applied to areas that are designated residential 4-10 on the land use plan map of the comprehensive plan. It allows a minimum of four and a maximum of ten dwelling units per acre. One- and two-story attached and detached single-family residences characterize the allowed housing. The RSF-C zone allows lots as small as three thousand square feet provided that the overall maximum density of the development does not exceed ten units per acre. It is the intent of this zone to allow somewhat smaller lots in appropriate locations and to allow new development to move closer to achieving the maximum density of the residential 4-10 designation. To promote compatible infill development, the design standards of SMC 17C.110.310 are applied in this zone. The RSF-C zone is intended to be applied to parcels that are wholly or partially within one-quarter mile of a CC Core designated on the land use plan map of the comprehensive plan. The RSF-C zone may also be implemented on parcels that are adjacent to or across a street or alley from a zoning category that allows higher density uses than the RSF zone, including the RTF, RMF, RHD, Commercial, Center and Corridor and Downtown zones.

D. Residential Two-family (RTF).
The RTF zone is a low-density residential zone. It allows a minimum of ten and a maximum of twenty dwelling units per acre. Allowed housing is characterized by one and two story buildings but at a slightly larger amount of building coverage than the RSF zone. The major type of new development will be duplexes, townhouses, row houses and attached and detached single-family residences. Cottage-style and pocket residential development are allowed. The RTF zone is applied to areas that are designated residential 10-20 on the land use plan map of the comprehensive plan. Generally, the RTF zone is applied to areas in which the predominant form of development is trending toward duplexes rather than single-family residences.

E. Residential Multifamily (RMF).
The RMF is a medium-density residential zone. Allowed housing is characterized by one to four story structures and a higher percentage of building coverage than in the RTF zone. The major types of development will include attached and detached single-family residential, condominiums, apartments, duplexes, townhouses and row houses. The minimum and maximum densities are fifteen and thirty units per acre.

F. Residential High Density (RHD).
The RHD is a high-density residential zone that allows the highest density of dwelling units in the residential zones. The allowed housing developments are characterized by high amount of building coverage. The major types of new housing development will be attached and detached single-family residential, duplexes, medium and high-rise apartments, condominiums (often with allowed accessory uses). The minimum density is fifteen units per acre; the maximum is limited by other code provisions (i.e., setbacks, height, parking, etc.).

Section 7. That SMC section 17C.110.115 is amended to read as follows:

17C.110.115 Housing Types Allowed

A. Purpose.
In the RA through RTF zones, housing types are limited to maintain the overall image and character of the city's residential neighborhoods. However, the standards allow options to increase housing variety and opportunities, and to promote affordable and energy-efficient housing. Other housing types, including multifamily units, are allowed in the higher density zones under the RMF and RHD categories.

B. The kinds of housing types allowed in the residential zones are stated in Table 17C.110-2.

TABLE 17C.110-2
RESIDENTIAL ZONE HOUSING TYPES ALLOWED
(Click here to view PDF)

P – Permitted **N –** Not Permitted **CU –** Conditional Use review required	**RA**	**RSF and RSF-C**	**RTF**	**RMF**	**RHD**
Single-family Residence (detached)	P	P	P	P	P
Attached Single-family Residence [1]	P	P	P	P	P
Cottage Housing [1]	CU	CU	((~~N~~)) CU	((~~N~~))	((~~N~~))
Housing on Transitional ((~~Housing~~)) Sites [1]	P	P	P		
Zero Lot Line [1]	P	P	P	P	P
Accessory Dwelling Unit (ADU) [2]	P	P	P	P	P
Detached ADU [2]	P	P	P	P	P
Duplexes	N	N	P	P	P
Manufactured Home [3]	P	P	P	P	P
Mobile Home Parks [3]	CU	CU	N	N	N
Single Room Occupancy (SRO)	N	N	N	P	P
Group Living	See SMC 17C.330.100				
Multidwelling Structure	N	N	N	P	P
Short Term Rentals [4]	P/CU	P/CU	P/CU	P/CU	P/CU

Notes:
[1] See SMC 17C.110.300 through 17C.110.360, Alternative Residential Development Standards.
[2] See chapter 17C.300 SMC, Accessory Dwelling Units.
[3] See chapter 17C.345 SMC, Manufactured Homes and Mobile Home Parks.
[4] See chapter 17C.316 SMC, Short Term Rentals.

Section 8. That SMC section 17C.110.200 is amended to read as follows:

17C.110.200 Lot Size

A. Purpose.
The standards of this section allow for development on lots, but do not legitimize lots that were divided in violation of chapter 17G.080 SMC, Subdivisions. The required minimum lot size, lot depth, lot width and frontage requirements for new lots ensure that development will, in most cases, be able to comply with all site development standards. The standards also prevent the creation of very small lots that are difficult to develop at their full density potential. Finally, the standards also allow development on lots that were reduced by condemnation or required dedications for right-of-way.

B. Existing Lot Size.

1. Development is prohibited on lots that are not of sufficient area, dimension and frontage to meet minimum zoning requirements in the base zone. Except:

   a. one single-family residence may be developed on a lot that was legally created under the provisions of chapter 58.17 RCW, Plats – Subdivisions – Dedications, or applicable platting statutes;

   b. a PUD lot may be less than the minimum size of the base zone, if such lot is delineated on a PUD plan, which has been approved by the hearing examiner. All use and development standards of the zone wherein such lot is located, shall be complied with, unless modified through the PUD process by the hearing examiner. A PUD shall comply with the requirements of subsection (C) of this section.

2. No lot in any zone may be reduced so that the dimension, minimum lot area, frontage or area per dwelling unit is less than that required by this chapter, except as modified through the PUD process by the hearing examiner.

3. Lots Reduced by Condemnation or Required Dedication for Right-of-way. Development that meets the standards of this chapter is permitted on lots, or combinations of lots, that were legally created and met the minimum size requirements at the time of subdivision, but were reduced below one or more of those requirements solely because of condemnation or required dedication by a public agency for right-of-way.

C. Land Division.
All new lots created through subdivision must comply with the standards for the base zone listed in Table 17C.110-3.

1. Transition Requirement.

For sites two acres or greater, transition lot sizes are required to be included as a buffer between existing platted land and new subdivision subject to the requirements of this section. The purpose of this section is to transition lot sizes between the proposed and existing residential developments in order to facilitate compatible development and a consistent development pattern. In the RA and RSF zones, the minimum lot size is subject to transitioning of lots sizes. Lots proposed within the initial eighty feet of the subject property are required to transition lot sizes based on averaging under the following formulas:

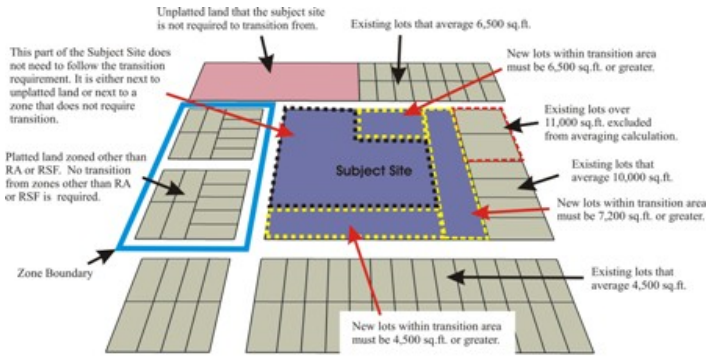
a. Transitioning is only required of properties adjacent to or across the right-of-way from existing residential development. “Existing residential development” in this section shall mean existing lots created through subdivision or short plat.

b. Lot size in the transition area is based on the average of the existing lot size in subdivisions adjacent to, or across the street from, the subject property. Lots greater than eleven thousand square feet are not counted in the averaging.

c. If the existing average lot size is greater than seven thousand two hundred square feet, then the lot size in the transition area can be no less than seven thousand two hundred square feet.

d. If the existing average lot size is less than seven thousand two hundred square feet, then the lot size in the transition area can be equal to or greater than the average.

e. If the subject site shares boundaries with more than one subdivision, the minimum lot size in the transition area shall be based on the average lot sizes along each boundary. When two boundaries meet, the lot size shall be based on the larger of the two boundaries. See example below; and



f. If the subject site shares a boundary with property zoned other than RA or RSF, then there are no transition requirements along that boundary.

g. After the first set of lots in the transition area, lot sizes may be developed to the minimum lot size of the base zone, i.e., four thousand three hundred fifty square feet in the RSF zone.

2. Planned unit developments, combined with a subdivision, may reduce the minimum lot size, lot with, lot depth and frontage requirements in the RA and RSF zones pursuant to SMC 17G.070.030(C)(1), except in the transition area required by subsection (C)(1) of this section.

D. Ownership of Multiple Lots.
Where more than one adjoining lot is in the same ownership, the ownership may be separated as follows:

1. If all requirements of this chapter will be met after the separation, including lot size, density and parking, the ownership may be separated through either a boundary line adjustment (BLA) or plat, as specified under chapter 17G.080 SMC, Subdivisions.

2. If one or more of the lots does not meet the lot size standards in this section, the ownership may be separated along the original plat lot lines through a boundary line adjustment (BLA).

E. New Development on Standard Lots. New development on lots that comply with the lot size standards in this section are allowed subject to the development standards and density requirements of the base zone as required under Table 17C.110-3.

F. Lot Frontage. All residential lots shall front onto a public street and meet the minimum lot frontage requirements of Table 17C.110-3. Except, that frontage on a public street is not required for lots created through alternative residential subdivision under SMC 17G.080.065, and lots approved in a planned unit development or a manufactured home park may have lots or spaces fronting onto private streets, subject to the decision criteria of SMC 17H.010.090.

TABLE 17C.110-3
DEVELOPMENT STANDARDS [1]

DENSITY STANDARDS						
	RA	RSF & RSF-C	((~~RSF-C~~))	RTF	RMF	RHD
Density - Maximum	4,350 (10 units/acre)	4,350 (10 units/acre)	((~~4,350 (10 units/acre)~~))	2,100 (20 units/acre)	1,450 (30 units/acre)	--
Density -	11,000 (4	11,000 (4	((~~11,000 (4~~	4,350 (10	2,900 (15	2,900 (15

Minimum	units/acre)	units/acre)	~~units/acre~~)))	units/acre)	units/acre)	units/acre)
MINIMUM LOT DIMENSIONS LOTS TO BE DEVELOPED WITH:						
Multi-Dwelling Structures or Development						
	RA	RSF <u>&</u> <u>RSF-C</u>	((~~RSF-C~~))	RTF	RMF	RHD
Minimum Lot Area					2,900 sq. ft.	2,900 sq. ft.
Minimum Lot Width					25 ft.	25 ft.
Minimum Lot Depth					70 ft.	70 ft.
Minimum Front Lot Line					25 ft.	25 ft.
<u>Compact Lot Standards [2]</u>						
<u>Minimum Lot Area [3]</u>		<u>3,000 sq. ft.</u>				
<u>Minimum Lot Width</u>		<u>36 ft.</u>				
<u>Minimum Lot Depth</u>		<u>80 ft.</u>				
<u>Minimum Front Lot Line</u>		<u>30 ft.</u>				
Attached Houses						
Minimum Lot Area ((~~[2]~~)) <u>[3]</u>	7,200 sq. ft.	4,350 sq. ft.	((~~3,000 sq. ft.~~))	1,600 sq. ft.	1,600 sq. ft.	None
Minimum Lot Width	40 ft.	40 ft.	((~~36 ft.~~))	36 ft. or 16 ft. with alley parking and no street curb cut	Same	Same
Minimum Lot Depth	80 ft.	80 ft.	((~~80 ft.~~))	50 ft.	25 ft.	25 ft.
Minimum Front Lot Line	40 ft.	40 ft.	((~~30 ft.~~))	Same as lot width	Same as lot width	Same as lot Width
Detached Houses						
Minimum Lot Area ((~~[2]~~)) <u>[3]</u>	7,200 sq. ft.	4,350 sq. ft.	((~~3,000 sq. ft.~~))	1,800 sq. ft.	1,800 sq. ft.	None
Minimum Lot Width	40 ft.	40 ft.	((~~36 ft.~~))	36 ft.	25 ft.	25 ft.
Minimum Lot Depth	80 ft.	80 ft.	((~~80 ft.~~))	40 ft.	25 ft.	25 ft.

Minimum Front Lot Line	40 ft.	40 ft.	((~~30 ft.~~))	30 ft.	25 ft.	25 ft.
Duplexes						
Minimum Lot Area				4,200 sq. ft	2,900 sq. ft.	None
Minimum Lot Width				25 ft.	25 ft.	25 ft.
Minimum Lot Depth				40 ft.	40 ft.	25 ft.
Minimum Front Lot Line				25 ft.	25 ft.	25 ft.
PRIMARY STRUCTURE						
Maximum Building Coverage						
	RA	RSF & RSF-C	((~~RSF-C~~))	RTF	RMF	RHD
Lots 5,000 sq. ft. or larger	40%	2,250 sq. ft. +35% for portion of lot over 5,000 sq. ft.	((~~2,250 sq. ft. +35% for portion of lot over 5,000 sq. ft.~~))	2,250 sq. ft. +35% for portion of lot over 5,000 sq. ft.	50%	60%
Lots 3,000 - 4,999 sq. ft.	1,500 sq. ft. + 37.5% for portion of lot over 3,000 sq. ft.					
Lots less than 3,000 sq. ft.	50%					
Building Height						
Maximum Roof Height ((~~[4]~~)) [5]	35 ft.	35 ft.	((~~35 ft.~~))	35 ft.	35 ft. ((~~[5]~~)) [6]	35 ft. ((~~[5]~~)) [6]
Maximum Wall Height	25 ft.	25 ft.	((~~25 ft.~~))	25 ft.	30 ft. ((~~[5]~~)) [6]	--
Floor Area Ratio (FAR)						
FAR	0.5	0.5 [4]	((~~0.5 [3]~~))	0.5 ((~~[3]~~)) [4]	--	--
Setbacks						
Front Setback ((~~[6, 7]~~)) [7, 8]	15 ft.					
Side Lot Line Setback – Lot width more than 40 ft.	5 ft.					
Side Lot Line Setback – Lot width 40 ft. or less	3 ft.					

Street Side Lot Line Setback ((~~[6]~~)) [7]	5 ft.					
Rear Setback ((~~[8, 9]~~)) [9, 10]	25 ft.	25 ft. [11]	((~~15 ft.~~))	15 ft.	10 ft.	10 ft.
Required Outdoor Area						
Required Outdoor Area for attached and detached houses. Minimum dimension (See SMC 17C.110.223)	250 sq. ft. 12 ft. x 12 ft.	250 sq. ft. 12 ft. x 12 ft.	((~~250 sq. ft. 12 ft. x 12 ft.~~))	250 sq. ft. 12 ft. x 12 ft.	200 sq. ft. 10 ft. x 10 ft.	48 sq. ft. 7 ft. x 7 ft.
ACCESSORY STRUCTURES						
	RA	RSF & RSF-C	((~~RSF-C~~))	RTF	RMF	RHD
Maximum Roof Height	30 ft.	20 ft.	((~~20 ft.~~))	20 ft.	35 ft.	35 ft.
Maximum Wall Height	30 ft.	15 ft.	((~~15 ft.~~))	15 ft.	35 ft.	35 ft.
Maximum Coverage ((~~[10]~~)) [12]	20%	15%	((~~15%~~))	15%	See Primary Structure	See Primary Structure
Front Setback	20 ft.					
Side Lot Line Setback – Lot width 40 ft. or wider ((~~[11]~~)) [13]	5 ft.					
Side Lot Line Setback – Lot width less than 40 ft. ((~~[11]~~)) [13]	3 ft.					
Street Side Lot Line ((~~[12]~~)) [14]	20 ft.					
Rear ((~~[11]~~)) [13]	5 ft.					
Rear with Alley	0 ft.					

Notes:
-- No requirement
[1] Plan district, overlay zone, or ((~~SMC 17C.110.300, Alternative Residential Development,~~)) development standards contained in SMC 17C.110.310 through 360 may supersede these standards.
[2] See SMC 17C.110.209, Compact Lot Standards.
((~~[2]~~)) [3] For developments two acres or greater, lots created through subdivision in the RA,

RSF and the RSF-C zones are subject to the lot size transition requirements of SMC 17C.110.200(C)(1).
((~~[3]~~)) [4] In the RSF-C and RTF zones, and sites in the RSF zone qualifying for compact lot development standards, described in SMC 17C.110.209, FAR may be increased to 0.65 for attached housing development only.
((~~[4]~~)) [5] No structure located in the rear yard may exceed twenty feet in height.
((~~[5]~~)) [6] Base zone height may be modified according to SMC 17C.110.215, Height.
((~~[6]~~)) [7] Attached garage or carport entrance on a street is required to be setback twenty feet from the property line.
((~~[7]~~)) [8] See SMC 17C.110.220(D)(1), setbacks regarding the use of front yard averaging.
((~~[8]~~)) [9] See SMC 17C.110.220(D)(2), setbacks regarding reduction in the rear yard setback.
((~~[9]~~)) [10] Attached garages may be built to five feet from the rear property line except, as specified in SMC 17C.110.225(C)(6)(b), but cannot contain any living space.
[11] In the RSF-C zone and sites in the RSF zone qualifying for compact lot development standards, described in SMC 17C.110.209, the rear setback is 15 feet.
((~~[10]~~)) [12] Maximum site coverage for accessory structures is counted as part of the maximum site coverage of the base zone.
((~~[11]~~)) [13] Setback for a detached accessory structure and a covered accessory structure may be reduced to zero feet with a signed waiver from the neighboring property owner, except, as specified in SMC 17C.110.225(C)(5)(b).
((~~[12]~~)) [14] The setback for a covered accessory structure may be reduced to five feet from the property line.

Section 9. That there is adopted a new section 17C.110.209 to chapter 17C.110 of the Spokane Municipal Code to read as follows:

17C.110.209 Compact Lot Standards

A. Purpose.
This section allows for development of sites one and a half acres or less for the purpose of compact residential development. It is the intent of these standards to allow somewhat smaller lots in appropriate locations and to allow new development to move closer to achieving the maximum density of the residential 4-10 designation.

B. Applicability.
The compact lot development standards in Table 17C.110-3 apply for the housing types allowed in Table 17C.110-2 on sites defined in SMC 17C.110.209(B)(1) below in the RSF zone, and throughout the RSF-C zone, unless superseded by development standards of a plan district, overlay zone, or development standards contained in sections SMC 17C.110.310 through 17C.110.360.

1. The standards apply within the RSF zone only on developments meeting the size requirements of subsection (3) below and located:

   a. At least partially within one thousand three hundred twenty feet of a CC, CA, or DT zone or CC3 zoning overlay; or

b. On a lot that is a transitional site as described in SMC 17C.110.330.

2. To determine eligibility of a site, the distance in subsection (1)(a) above is measured in a straight line between the zone/overlay boundary to the lot line of the site containing the development.

3. The maximum size for a development using the compact lot standards of Table 17C.110-3 in the RSF zone is one and a half acres. Compact lot developments over one and a half acres must be approved as a planned unit development.

C. The design standards of SMC 17C.110.310 apply to projects using the compact lot standards in Table 17C.110-3 in order to complement and reinforce positive residential character.

Section 10. That SMC section 17C.110.350 is amended to read as follows:

17C.110.350 Cottage Housing

A. Purpose and Intent.
The intent of cottage housing is to:

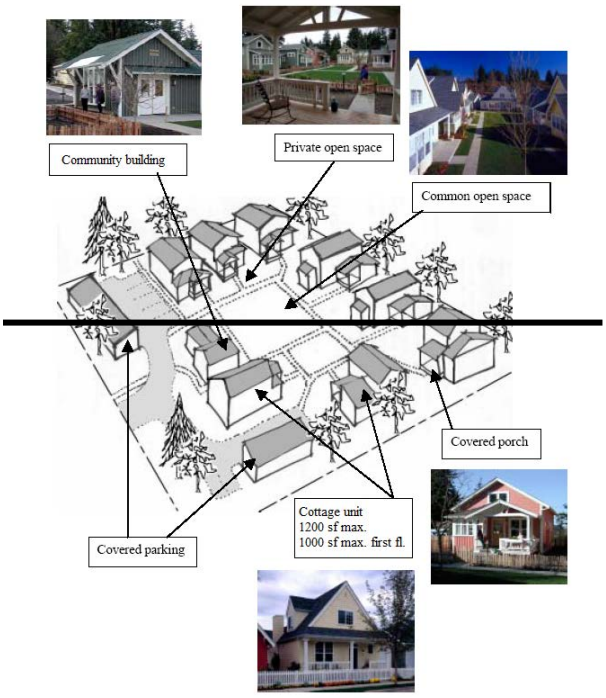
1. Support ((~~the~~)) a diversity of housing ((~~, increases the variety of housing types for smaller households and provides the opportunity for small, detached single-family dwelling units within existing neighborhoods.~~)) choices citywide by providing a housing type that responds to changing household sizes and ages (e.g., retirees, small families, single-person households);

2. Require specific design standards on the perimeter of the development to improve compatibility with the surrounding neighborhood;

3. Incentivize higher levels of design, usable open space, and more livable developments through use of density bonuses;

4. Provide opportunities for ownership of small, detached and attached single-family housing types clustered around a centrally located, functional common open space that fosters a sense of community; and

5. Provide semi-private areas around the individual dwellings to enable diversity in landscape design and foster a sense of ownership.;





[Note: Graphic above left is to be deleted and replaced with graphic at right.]

B. Qualifying Situations.
Cottage housing developments are allowed in the RA through RTF zones on sites of ((~~one half acre~~)) fourteen thousand five hundred square feet or larger with a minimum of ((~~six~~)) four units ((~~and a maximum of twelve units~~)).

C. Procedure.
Cottage housing is allowed by Type II conditional use permit in the RA, ((~~and~~)) RSF, and RTF zones, subject to ((~~the~~)) compliance with subsections (D) and (E) of this section. When cottage housing development involves subdivision of land, the permit application shall be processed concurrently with a Type II or Type III application for subdivision in accordance with the procedures of SMC 17G.080.065, Alternative Residential Subdivisions. If processed concurrently with a subdivision of greater than nine lots, the permit application shall be processed concurrently with the Type III subdivision application. This section is subject to the provisions of SMC 17C.110.015, Design Standards Administration. ((~~Design~~)) Staff will review ((~~of~~)) the site plan and each building permit application ((~~is required~~)) for consistency with this chapter.

1. A site plan depicting ((~~the~~)) building locations and orientation, ((~~open space,~~)) dimensions of common and private open space, fencing, landscaping, parking, setbacks, easements, footprints of all adjacent structures, and compliance with subsections (D) and (E) of this section ((~~is required~~)) shall be submitted with the ((~~Type II~~)) permit application. If the

site plan ((~~, if~~)) is approved, ((~~is required to be recorded at the Spokane County auditor's office including~~)) deed restrictions for the subject property that ((~~enforces~~)) enforce the elements of the cottage housing ordinance, including limitation on unit floor area, shall be recorded at the Spokane County auditor's office.

2. The permit application shall include elevations of all proposed model types, showing architectural expression and fenestration (to include window and door placement), and photographs of all adjacent structures.

((~~2~~)) 3. ((~~A~~)) Common open space, parking areas, and common use buildings will be maintained by the owner or an appropriate property management entity, if under singular ownership. In the event that the development is subdivided or condominium platted, a homeowners' association is required to be created for the maintenance of the common open space, parking ((~~area~~)) areas and common use areas, buildings((~~,~~)), and utilities within the development. This requirement shall be included in deed restrictions as required in paragraph 1.

4. With the exception of critical or natural areas, prior to occupancy of more than fifty percent of units approved for the development, the common open space, and private open space landscaping for those units, shall be completed in accordance with the approved landscaping plans. Occupancy of the last fifty percent shall be contingent upon the completion of all site landscaping.

D. Cottage Housing Site Development Standards.

This subsection provides development standards intended to achieve compatibility with adjacent single-family residential uses. Emergency access shall be provided to all units as required by applicable building and fire code regulations. The special cottage housing site development standards table displays basic requirements that vary from the development standards of the underlying zone.

TABLE 17C.110.350-1
COTTAGE HOUSING SITE DEVELOPMENT STANDARDS

STANDARD	SITE REQUIREMENTS
Cluster Size	4 or more units
Maximum Floor Area [1]	Detached Cottage: 1,200 sq. ft.(1,000 sq. ft. footprint) Attached Unit Home: 2,000 sq. ft. total Carriage Unit: 800 sq. ft.
Density Bonus [2]	20 or 40 percent above the maximum density in the zone
Maximum wall height for Cottage Housing Units [3]	20 ft.
Maximum roof height for buildings with minimum roof slope of 6:12 [4]	30 ft.
Minimum common open space per unit [5]	300 sq. ft.

Minimum private open space per unit [6]	200 sq. ft.
Setback from common open space [7]	10 ft.
Rear setback [8]	15 ft.
Minimum distance between structures (Including accessory structures) [9]	10 ft.
Minimum parking spaces required	1 per unit, plus 1 per bedroom after 2 bedrooms

Notes:
[1] See SMC 17C.110.350(D)(2) for limitation on total unit floor area and exclusions for below-grade basements and other spaces from floor area calculation.
[2] See SMC 17C.110.350(D)(3)
[3] The height of the lowest point of the roof structure intersects with the outside plane of the wall. See SMC 17C.110.350(D)(4)
[4] All parts of the roof above 20 ft. shall be pitched with a minimum roof slope of 6:12.
[5] No dimension of the common open space shall be less than 20 ft. See SMC 17C.110.350(D)(5)
[6] No dimension of the private open space shall be less than 10 ft. See SMC 17C.110.350(D)(6)
[7] Porches or patios are allowed up to 6 ft. within this setback.
[8] Measured from property line on exterior of development. See SMC 17C.110.350(D)(7) for exceptions for accessory structures and carriage units.
[9] See SMC 17C.110.350(D)(7) for exceptions.

1. Cluster Size.
At least four units are required around a common open space.



((~~4~~)) 2. Floor Area.

a. Dwelling Units.
Floor area is defined in SMC 17A.020.060, and for the provisions of this section SMC 17C.110.350 excludes any space identified in SMC 17C.110.350(D)(2)(c), Exclusions, below. Cottage housing unit types are defined in SMC 17A.020.030.

i. The total floor area of each cottage unit shall not exceed one thousand two hundred square feet and the footprint shall not exceed one thousand square feet. ((~~Total floor area is the area included with the surrounding exterior walls, but excluding any space where the floor to ceiling height is less than six feet.~~))

ii. The total combined floor area of attached unit homes, including all units in the structure and the total footprint, shall not exceed two thousand square feet.

iii. The total floor area of a carriage unit home shall not exceed eight hundred square feet.

((b. The maximum first floor or main floor area for an individual principal structure shall be as follows:

i. For at least fifty percent of the units, the floor area may not exceed six hundred fifty square feet; and

ii. For no more than fifty percent of the units, the floor area may be up to one thousand square feet.))

((c)) b. Limitation on Total Unit Floor Area.
The total square footage of a cottage housing dwelling unit may not be increased. A note shall be placed on the title to the property for purpose of notifying future property owners that any increase in the total square footage of a cottage housing unit is prohibited for the life of the cottage housing unit or the duration of the City cottage housing regulations.

((d)) c. Exclusions from Total Floor Area Calculation.
((Cottage)) In addition to exclusions in the definition of floor area in 17A.020.060, cottage housing unit areas that ((doe)) do not count toward the total floor area calculation are:

((i. Unheated storage space located under the main floor of the cottage;

ii)) i. Architectural projections, such as bay windows, fireplaces or utility closets no greater than eighteen inches in depth or six feet in width;

((iii. Attached roof porches (unenclosed);

iv. Detached garages or carports;))

ii. Stairways;

((v)) iii. Spaces with ceiling height of ((six)) five feet or less ((measured to the exterior walls)); and

((vi)) iv. ((The director may approve)) Other exemptions similar in nature provided the intent of this section is met and upon approval of the director.

((~~2. Lot Coverage. The maximum lot coverage permitted for all structures shall not exceed forty percent.~~))



3. Density.

a. Density Bonus.

i. The cottage housing development is permitted a twenty percent density bonus ((~~based on the minimum lot size permitted in the base zone to a maximum of twelve units in the development~~)) above what is allowed in the zone. ((~~To calculate the permitted density, divide the lot area by the minimum lot size of the base zone, and then multiply that number by twenty percent.~~))

ii. To encourage smaller dwelling units, cottage housing development is permitted a forty percent density bonus above what is allowed in the zone if all units in the development are five hundred square feet or less.

b. The transition lot size requirements of SMC 17C.110.200(C) do not apply for purposes of calculating the number of units permitted in a cottage housing development.

c. The following formula is used to determine the maximum number of units allowed on the site:

Square footage of site, less the area set aside for right-of-way and tracts of land dedicated for access and/or stormwater facilities;

Divided by maximum density from Table 17C.110-3;

To achieve the density bonus, multiply by 1.2, or by 1.4, if eligible under SMC 17C.110.350 (D)(3)(a)(ii) above;

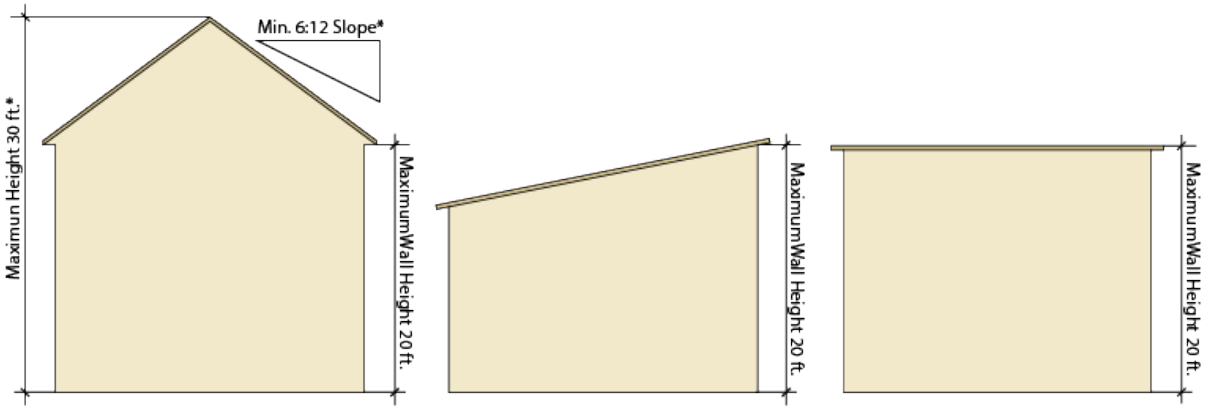
Equals maximum number of units allowed. If this formula results in a decimal fraction, the resulting maximum number of units allowed is rounded to the next whole number. Decimal fractions of five tenths or greater are rounded up. Fractions less than five tenths are rounded down.

4. Height.

The height for all structures with cottage housing units shall not exceed ((~~eighteen~~)) twenty feet.



((~~Cottage or amenity buildings~~)) Structures with cottage housing units having pitched roofs with a minimum slope of 6:12 may extend up to ((~~twenty-five~~)) thirty feet at the ridge of the roof. Height requirements for accessory structures are listed in Table 17C.110-3.



[Note: Add graphic above.]

((~~5. Porches.~~

~~a. Cottage housing units shall be oriented around and have the covered porches of main entry from the common open space. Except, cottages adjacent to a public street shall orient the front of the cottage to the street including placement of the porch. This provision does not preclude the use of additional porches or architectural features of the cottage from being oriented to the common open space.~~

~~b. Cottage housing units shall have a covered porch or entry at least sixty square feet in size with a minimum dimension of six feet on any side.~~

~~6~~)) 5. Common Open Space.

a. This section requires units clustered around a common open space. The common open space ((~~must~~)) shall be at least ((~~two hundred fifty~~)) three hundred square feet per cottage housing unit. Open space with ((~~a~~)) any dimension of less than twenty feet shall not be included in the calculated common open space.

((~~b. Each cottage housing unit shall be provided with a private use open space of two hundred fifty square feet with no dimension of less than ten feet on one side. It should be contiguous to each cottage, for the exclusive use of the cottage resident, and oriented toward the common open space.~~))

b. Common open space shall be located in a central area and be easily accessible to all dwellings within the surrounding cluster.

((~~c. The common open space is required to be landscaped prior to the occupancy of any of the structures and shall be maintained by a homeowners association.~~))

c. Landscaping located in common areas shall be designed by a Landscape Architect registered in the State of Washington. The design shall follow standards in:

i. SMC 17C.110.350(D)(5)(d) for open space preservation in site design;

ii. Subsection (D)(8) for fences and screening;

iii. Subsection (D)(9) for parking areas;

iv. Subsection (D)(10) for pedestrian connectivity;

v. Subsection (E)(2) for open space and landscaping design standards and guidelines; and

vi. For all other parts of the common open space, the design shall be lawn or follow the general requirements and L3 open area landscaping described in SMC 17C.200.030 Landscape Types.

d. The following critical and natural areas, where proposed to be preserved through site design, may be used to meet up to fifty percent of the total requirement for common open space, provided that these areas are either accessible to pedestrians to the extent practical or visually accessible from adjacent common open space:

i. Wetlands and wetland buffers;

ii. Frequently flooded areas;

iii. Shorelines and Shoreline buffers;

iv. Natural features (such as basalt outcroppings); and

v. Native vegetation (including stands of mature trees).

6. Private Open Space.

A private use open space of two hundred square feet shall be provided for each cottage housing unit, which may include porches or balconies. Open space with any dimension of less than ten feet shall not be included in the calculated private open space. The private open space shall be contiguous to each unit, for the exclusive use of that unit's resident(s).

7. Setbacks and Subdivisions.

a. All ((~~structures~~)) cottage housing units shall maintain ((~~no less than~~)) a minimum of ten feet of separation from structures within the cluster, except as allowed in paragraph (b) below.

b. Projections may extend into the required separation as follows:

i. Eaves may extend up to ((~~twelve~~)) twenty-four inches.

ii. Architectural projections, such as bay windows, fireplaces or utility closets no greater than eighteen inches in depth or six feet in width.

((~~ii~~)) iii. Minor appurtenances such as pipes, gas and electrical meters, HVAC equipment, alarm systems, air vents, and downspouts.

((~~b~~)) c. Setbacks for all structures from the exterior side and front property lines shall be ((~~an average of ten feet, but shall not be less that five feet, and not less than fifteen feet from a public street, similar to the front yard setback required of a standard detached single family residence~~)) the setbacks of the underlying zone. The exterior rear yard setback shall be fifteen feet, except as provided for accessory structures under SMC 17C.110.225. Carriage units built adjacent to an alley shall meet the setback for attached accessory structures in SMC 17C.110.225(C)(6)(b).

((~~c. Cottage housing may be developed as condominiums, and shall not be allowed as small lot subdivision.~~))



d. All cottage housing units shall maintain a minimum setback of ten feet from the common open space. Patios or porches may extend up to six feet within this setback. Fences thirty-six inches in height or less may be located within this setback. See Figure 17C.110-C.

e. When cottage housing development involves subdivision of land, the application shall be processed in accordance with the procedures of SMC 17G.080.065, Alternative Residential Subdivisions. Frontage on a public street is not required for lots created in a cottage housing development.

8. Fences.

a. All fences on the interior of the development shall be no more than thirty-six inches in height.

b. Fences along the exterior property lines are subject to the fence requirements of SMC 17C.110.230.

c. Chain link ((~~fences shall~~)) fencing is not ((~~be~~)) allowed that is visible from and/or adjacent to the external project boundary. Chain link fencing must be painted or vinyl coated and all part must be a uniform dark matte color such as black or other dark color.

9. Parking.

((~~a. The required minimum number of parking stalls~~)) Parking requirements for ((~~each~~)) cottage housing ((~~unit shall be provided as required for single-family~~)) are as stated for residential uses in chapter 17C.230 SMC, Parking and Loading, except as modified in this subsection.

((~~b. Parking shall be clustered and separated from the common area by landscaping and/or architectural screen. Solid board fencing shall not be allowed as an architectural screen.~~

~~c. Parking shall be screened from public streets and adjacent residential uses by landscaping and/or architectural screen. Solid board fencing shall not be allowed as an architectural screen.~~))

a. General Parking Requirements.

i. The minimum number of parking spaces required for cottage housing units shall be one parking space per dwelling unit, plus one parking space per bedroom after two bedrooms. The director may approve a lower minimum under SMC 17C.230.130(C).

((~~d~~)) ii. Parking, garages, and vehicular maneuvering areas, excluding driveways, shall be set back a minimum of twenty feet from a public street lot line.

iii. All parking shall be separated and screened from adjacent public streets, residential areas, and the common open

space by landscaping and/or architectural screen, consistent with landscape type L2 see-through buffer in SMC 17C.200.030, Landscape Types.

iv. Parking areas shall be located to the side or rear of cottage clusters and not between a public street and cottage housing structures. Parking may be located between structures and an alley.

v. Garage doors and/or carport openings shall not face a public right-of-way except where alley access is provided.

((~~e~~)) b. Surface parking shall be ((~~located~~)) configured in clusters of not more than five adjoining spaces. To allow more efficient use of the site in some parking configurations, the minimum parking spaces and aisle dimensions shall follow the standards in Table 17C.230-4.

((~~f. A pitched roof design is required for all parking structures.~~))

c. Attached Garages and Carports.

i. Garages may be attached to individual cottage housing units provided all other standards herein are met and the footprint of the ground floor, including the garage, does not exceed the maximum allowed under SMC 17C.110.350(D)(2). Such garages shall not abut the common open spaces, but may abut and shall access an alley, if provided under SMC 17H.010.130.

ii. Attached garages and carports for cottages and attached housing units shall not exceed four hundred square feet per unit. Attached garages below carriage units shall not exceed the total for detached garages.

iii. Excavated basement garages may be allowed. The first floor elevation shall be no more than three feet above finished grade.

d. Detached Garages and Carports.
Detached garage structures and carports shall not exceed a total of one thousand five hundred square feet.

10. Pedestrian Connectivity.
((~~All buildings and common spaces shall be served by a pedestrian circulation system that connects to an existing or planned sidewalk, public sidewalk or trail system.~~))

a. The pedestrian circulation system shall connect all main entrances on the site. For cottage housing units fronting the street, the public sidewalk may be used to meet this standard.

b. Direct pedestrian access should be provided to adjacent, publicly accessible parks, open space, and trails, transit, rideshare, and bicycle storage facilities, where feasible.

c. Pedestrian walkways shall be separated from structures by at least three feet.

d. Pathways in common open space and other shared areas of the development must be at least five feet wide and meet Americans with Disabilities Act (ADA) standards.

11. Attached Unit Homes and Carriage Units.
Attached unit homes and carriage units, defined in chapter 17A.020 SMC, are permitted within cottage housing developments, subject to the applicable site development standards and design standards and guidelines of this section. A maximum of two units may be attached in a single attached unit home structure.

12. Existing Structures.

a. Existing detached single-family residential structures may be permitted to remain.

b. Retained existing structures will be counted in calculating density and building coverage on the site.

c. Existing structures may be modified to be more consistent with this section. For example, roof pitches may be increased consistent with subsection (D)(4) Height above, but neither the building ground floor nor total floor area may be increased beyond the maximum allowed in this section.

13. Community Buildings.

a. Community buildings are permitted as accessory structures in cottage developments, and shall not contain a dwelling unit.

b. Community buildings shall be located within the cottage housing development.

E. ((~~Building~~)) Design Standards and Guidelines.
((~~To prevent the repetitive use of the same combination of building features and site design elements within a cottage housing~~



~~development, and to help provide compatabilty of the cottage housing develoment with the character of the surrounding neighorhood, building and site design shall provide variety and visual interest. The following are required to be provided within a cottage housing development:~~

~~1. Variety in Building Design. The same combination of building elements, features and treatments shall not be repeated for more than twenty percent of the total dwelling units in a cottage housing development. Dwellings with the same combination of features and treatments shall not be located adjacent to each other. For example, each dwelling in a six unit cottage housing development could include a porch provided building elements such as the details of the porch, roof shape or color, building color or materials, or building accents were varied to achieve visual interest.~~))

1. Orientation and Building Facades.

a. Each building abutting a public street shall have ((~~A~~)) a minimum of four of the following building elements, features, and treatments ((~~that provide variety and visual interest shall be provided~~)) incorporated into the street-facing facade: (R)

((~~a. Additional porches and patios (required porch not included).~~

~~b. Varying roof shapes or gables between adjacent structures.~~

~~c~~)) i. Windows with visible trim and mullions or recessed windows.



((~~d. Roof brackets.~~

~~e~~)) ii. Dormers.

((~~f. Fascia boards.~~

~~g~~)) iii. Bay windows.



((~~h~~)) iv. Entry enhancement such as a well detailed door (multi-panel or glass insert), window adjacent to front door ((~~,~~)) (sidelite). ((~~or roof extension.~~

~~i. Trellis.~~

~~j. Modulation.~~

~~k. Chimney (shown on the exterior of the house).~~

~~l~~)) v. Variation in roof or building colors and materials, on individual units, such as brick, stone or other masonry as accents.



((~~m. Variation in housing type and size.~~

~~n~~)) vi. Other building elements, treatments, features, or site designs approved by the ((~~code administrator~~)) director that provide variety and visual interest.

b. Exterior stairs that provide access to an upper level are not allowed on the front facade of the building. (R)

c. Parking lots, garages, and solid, blank wall facades shall not dominate common areas or other public areas. (R)

d. Each of the units abutting a public street must have its address, windows, and main entrance oriented toward the street frontage. (R)

e. Attached unit homes abutting public streets shall be designed to appear like a detached single-family home, with only one entry per building face/elevation. Attached unit homes on corner lots shall be designed so each unit is oriented towards a different street. This gives the structure the overall appearance of a house when viewed from either street. (R)

f. Units that are on the interior of a development should be oriented toward the common open space or the most important path or street. (P)

g. Design of attached units and carriage units shall be similar in terms of style, materials, color, detailing, articulation, fenestration (including window and door placement), etc., of the entire development. (P)

2. Open Space and Landscaping.

a. A planting strip five feet in width shall be provided along exterior rear and side property lines consistent with L2 see-through buffer landscape standard of SMC 17C.200.030. (R)

b. All street-facing facades must have landscaping along the foundation. There must be at least one three-gallon shrub for every three lineal feet of foundation. (R)

c. Sixty percent of the area between the front lot line and the front building line must be landscaped. At a minimum, the required landscaped area must be planted with living ground cover. Up to one-third of the required landscaped area may be for recreational use, or for use by pedestrians. Examples include walkways, play areas, or patios. (R)

d. Use of planting materials and landscape structures such as trellises, raised beds and fencing to unify the overall site design is required, with plantings consistent with L3 open area landscaping standard of SMC 17C.200.030. (R)

e. At least fifty percent of the units in the development shall abut a common open space. A cottage housing unit is considered to "abut" an area of open space if there is no structure between the unit and the open space. (P)

f. Common area sidewalks should be located at the edge of the common open space, and separated from private open space by narrow plantings and/or fencing. (P)

g. No more than one driveway per cottage cluster should be permitted, except along an alley or where clusters front onto more than one street. (P)

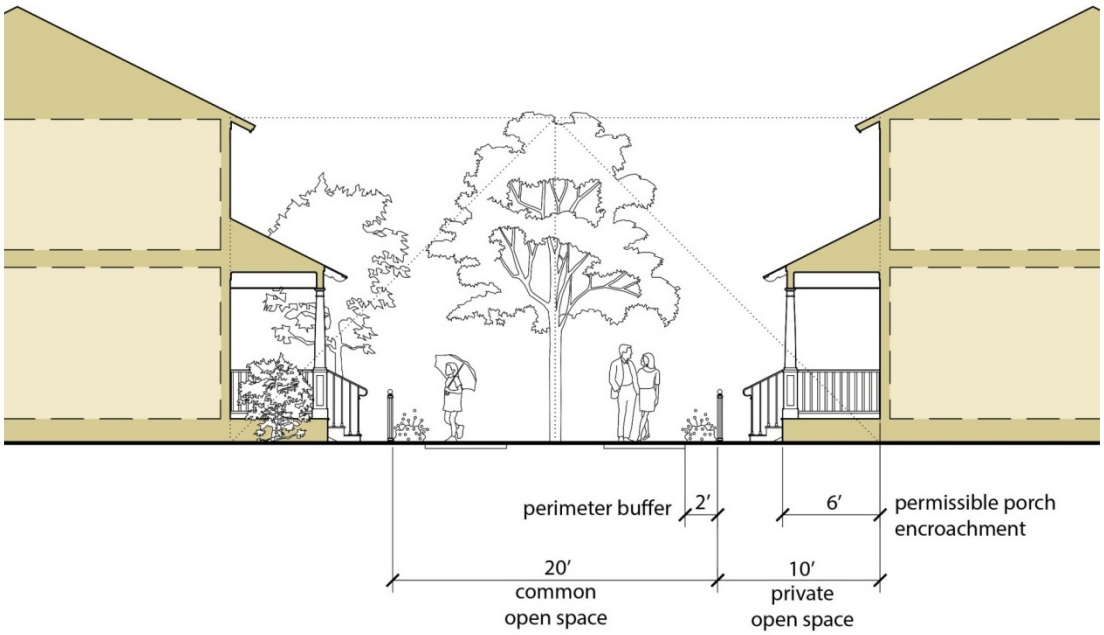
h. Landscaping and trees should be used to achieve compatibility in areas where these are unifying elements of community character. (C)

i. To enhance the function of the required open spaces and delineate the thresholds between public and private areas, the following features are encouraged in the open spaces: (C)

    i. When a sidewalk in a common open space is adjacent to a private residence, a perimeter buffer of two feet should be provided between the sidewalk and the residence's private open space.

    ii. A residence's private open space should be generously planted with a variety of plantings, such as herbaceous shrubs and flowers, and foundational plantings near the home.

Figure 17C.110-C: Minimum Open Space and Maximum Porch Encroachment Dimensions



[Note: Add the graphic above.]

3. Patios and Porches.

a. Cottage housing units shall have a covered, unenclosed porch or entry at least sixty square feet in size with a minimum depth of six feet and minimum width of eight feet. (R)

b. If the cottage housing unit is fronting on a public street then at least one primary entry porch shall be located to face the street. If the unit is not fronting on a public street then the covered porch shall be located on the side of the home that serves as the main entry from a common open space. (R)



c. Porch or patio railings within the private open space should be semi-transparent and a maximum of forty-two inches in height. (C)

4. Exterior Building Lighting.

a. The common open space shall be provided with lighting in the common area or alternately, the individual units fronting on the common open space shall have exterior lighting features. (P)

b. The design shall incorporate lighting fixtures on any shared access or external lighting on units facing private access areas. (P)

c. To diminish the amount of glare and spillover from lighting, the following standards shall apply: (R)

i. Intensity: Exterior lighting fixtures shall not exceed one foot-candle in intensity.

ii. Cutoffs Required: Lighting fixtures shall comply with the standards of SMC 17C.220.080.

5. Variety in Design and Architectural Features.

a. Reduce the potential impact of new cottage housing development on established and historic neighborhoods by incorporating elements and forms from nearby buildings. This may include reference to architectural details, building massing, proportionality, and use of high-quality materials such as wood, brick, and stone. (P)

b. Create a human scale streetscape by including vertical and horizontal patterns as expressed by bays, belt lines, doors and windows. (P)

((~~2~~)) c. Modulation and Articulation.

i. Modulation and articulation ((~~is acchieve through a combination of changes in plan and materials detailing. They function~~)) should be incorporated on each individual building to add visual interest through shadows, human scale detailing, and textures while ((~~reuding~~)) reducing the ((~~apparent~~)) appearance of mass and scale of the buildings. The use of these techniques shall be varied between adjacent buildings. (P)



((~~a. Articulation is the giving of emphasis to architectural elements (like windows, balconies, entries, etc.), that create a complimentary pattern or rhythm, dividing the buildings into smaller identifiable pieces.~~

~~b. Modulation is a measured and proportioned inflection in a building's face. Together articulation, modulation~~

~~and their interval create a sense of scale important to residential buildings.~~))

ii. Attached units must be modulated along the public street at least every thirty feet. Building modulations must step the building wall back or forward at least four feet. (R)

d. Design of garage structures and carports shall be similar to the style, materials, color, detailing, articulation, fenestration, etc. of the cottage housing units. (R)

e. Carriage unit homes shall not comprise more than fifty percent of the total dwelling units in a cottage housing development. (P)

f. Detached, combined garages or carports are encouraged. (C)

Section 11. That SMC section 17C.110.360 is amended to read as follows:

17C.110.360 Pocket Residential Development

A. Purpose.
The purpose of the pocket residential development is to:

1. Encourage greater efficiency of land use by allowing compact infill development on aggregate sites.

2. Stimulate new housing that is compatible in scale and character to established surrounding residential areas.

3. Produce a broader range of building forms for residential development.

4. Expand opportunities for affordable home ownership.

5. Promote high quality housing of a character compatible with existing neighborhoods.

6. Encourage adequate, usable open space.

B. Applicability.
Pocket residential development is permitted within the RSF, RSF-C, RTF, RMF, RHD, O, OR, CC, NR, CB, and GC zones.

C. Application Procedure.

Pocket residential development is allowed outright with a building permit ((~~except when a subdivision of land is proposed. In the RTF zone a community meeting with the Planning Department and the neighborhood is required prior to the issuance of a development permit~~)). When pocket residential development involves subdivision of land, the application shall be processed in accordance with the procedures of chapter 17G.080 SMC, Subdivisions.

D. Basic Development Standards.

1. Maximum Building Height.
The maximum height of structures within a pocket residential development is as allowed in the underlying zone.

2. Maximum Building Coverage.
The maximum building coverage ((~~within a pocket residential development site is forty percent in the RA, RSF-C, RTF zones; fifty percent in the RMF zone and sixty percent in the RHD zone~~)) of the aggregate buildings located upon the parent site shall not exceed the maximum building coverage permitted by the underlying zone. Maximum building coverage is not limited in the O, OR, CC, NR, CB, and GC zones.

3. Setbacks.
Setbacks in a pocket residential development are measured from the exterior boundary of the parent site. The following setbacks are required except in commercial and center and corridor zones where the setbacks are as required in the underlying zoning district.

a. Front Setback.
The front yard requirement for the parent site shall be fifteen feet except as allowed under the front yard averaging provisions of SMC 17C.110.220(D)(1).

b. Side Setback, Abutting a Residential Zoning District.
If the side yard of the site is adjacent to other residentially zoned property the side yard shall be a minimum of five feet.

c. Side Setback, Interior to Parent Site.
If platted, the side yard, interior to the parent site, may be zero, provided, however, that any structure located upon a lot created under SMC 17G.080.065 shall comply with applicable building and fire code and the setbacks applicable to the underlying site development plan.

d. Side Setback, Street.
The street side yard requirement for the parent site shall be a minimum of five feet.

e. Rear Setback of the Parent Site.
Twenty-five feet or as required in the underlying zoning district.

4. Minimum and Maximum Parent Site Size:

a. The minimum parent site size for a pocket residential development is as follows:

i. RSF and RSF-C zone: Eight thousand seven hundred square feet.

ii. RTF zone: Four thousand two hundred square feet.

iii. RMF, RHD zones: Two thousand nine hundred square feet.

iv. O, OR, CC, NR, CB, and GC zones: No minimum parent site size.

b. The maximum parent site size for a pocket residential development is one and a half acres. Pocket residential developments over one and a half acres must be approved as a planned unit development.

5. Density.
The maximum density allowed in a pocket residential development is limited to that allowed in the underlying zoning district in which the parent site is located, except as permitted by SMC 17C.110.330(C) for transitional sites. ((~~The density of a pocket residential development is based on the gross site area including area set aside for public or private street rights of way and tracts of land dedicated for stormwater facilities.~~))

6. Frontage and Access.
Frontage on a public street is not required for lots created in a pocket residential development. Private streets or private access may be used to provide lot frontage when a private street or private access is approved in accordance with ((~~SMC 17H.010.090 and a street design variance request is approved in accordance with SMC 17H.010.020~~)) chapter 17H.010 SMC. The parent site shall have frontage on a public street sufficient for adequate access and utilities.

7. Parking.
The minimum required off-street parking for a pocket residential development ((~~is one stall for each dwelling unit~~)) shall comply with the required parking standards of the underlying zone for residential uses in chapter 17C.230 SMC Parking and Loading.

8. Required Outdoor Area.

Pocket residential developments shall comply with the required outdoor area standards of the underlying zone in accordance with SMC 17C.110.223 and Table 17C.110-3 Development Standards. Common outdoor areas designated to meet this requirement ((~~shall~~)) will be permanently maintained by ((~~and conveyed to~~)) the owner or an appropriate property management entity, if under singular ownership. In the event that the development is subdivided or condominium platted, a homeowners' ((~~or property owners~~')) association ((~~as regulated by law~~)) is required to be created for the maintenance of the common open space within the development. This requirement shall be included in deed restrictions as required in SMC 17G.080.065(D).

9. Permitted Housing Types.
The housing types allowed in a pocket residential development are those allowed in the underlying zone in accordance with Table 17C.110-2.

10. Lot Size.
There is no minimum lot size for lots created within a pocket residential development.

E. Design Standards((~~:~~)) .

1. Ground Level Access.
In order to create the appearance of individual homes, rather than apartments, each attached dwelling unit shall have its own individual access from grade. Stacked units are permitted to have one main entrance with an internal ((~~stairways~~)) stair accessed from grade ((~~are permitted~~)) to internal individual unit entrances.

Individual Access from Grade



Example of Individual Access for Each Unit



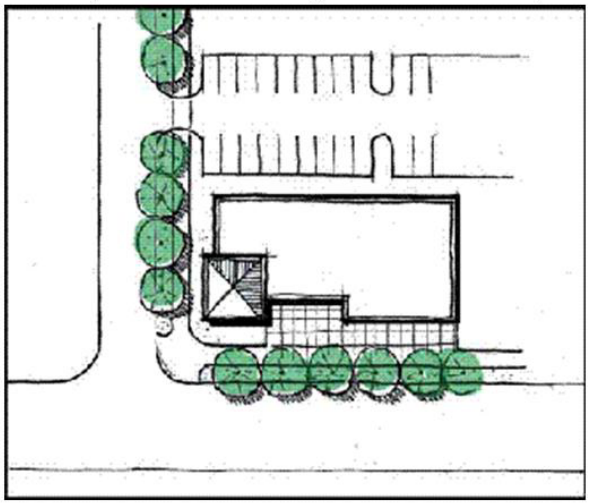
Example of Individual Access with Shared Open Space



2. Parking Lots.
   To ensure that parking is as unobtrusive as possible the following standards must be met:

   a. Alley Access.
      If the development abuts an alley, parking must be accessed from the alley.

Example of Surface Parking Accessed from Alley



b. Screening: Surface parking lots shall be screened both from the street and adjacent residential development by ((~~a combination of trees and shrubs. Trees shall be at least two inches in caliper at the time of planting and no more than thirty feet apart. Shrubs shall be at least thirty inches in height at the time of planting.~~)) landscape type L2 see-through buffer in SMC 17C.200.030, Landscape Types. Decorative walls or fences no more than forty-two inches in height may be used in lieu of shrubs. Parking is not allowed in a required front yard setback area.

Planting Material Screen



Example of Surface Parking Screened from Street

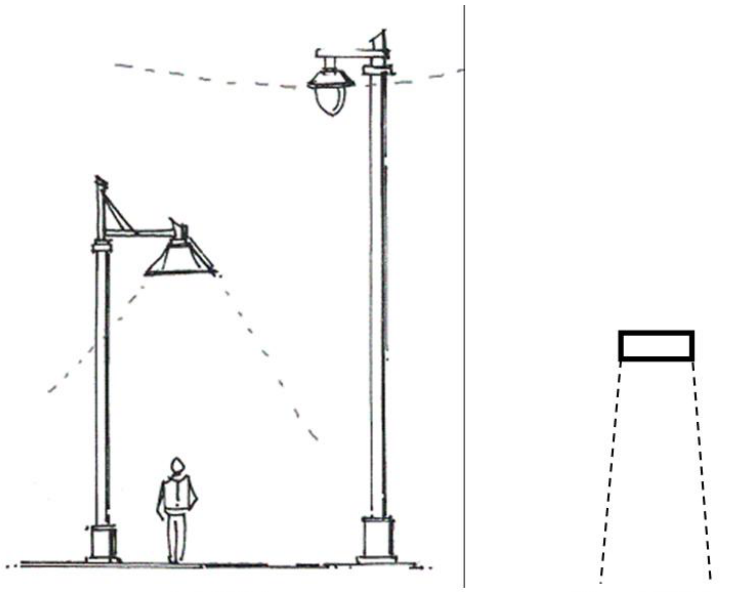


c. Paving: All surface parking shall be improved in accordance with the standards of SMC 17C.230.140.

3. Lighting.
To diminish the amount of glare and spillover from lighting, the following standards shall apply:

a. Intensity: Exterior lighting fixtures shall not exceed one foot-candle in intensity.

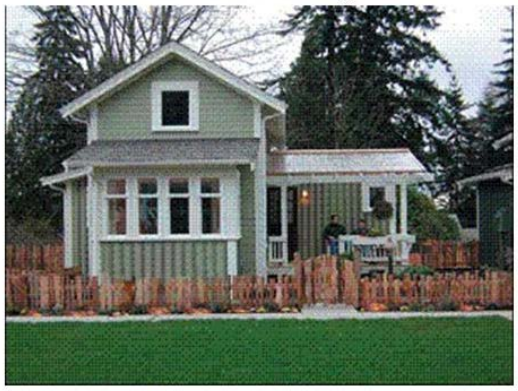
b. Cutoffs Required: Lighting fixtures shall comply with the standards of SMC 17C.220.080



Cutoff Fixture *Noncutoff Fixture*

4. Fencing: To ensure a residential atmosphere, fencing higher than forty two inches shall not be permitted along any street frontage.

Residential Fencing



Residential Fence Along Street Frontage No Higher than 42 inches



5. Residential Building Design.

This section is subject to the provisions of SMC 17C.110.015, Design Standards Administration. For pocket residential development, the following design standards must be met:

a. All street-facing facades must have landscaping along the foundation. There must be at least one three-gallon shrub for every three lineal feet of foundation. (R)

b. Sixty percent of the area between the front lot line and the front building line must be landscaped. At a minimum, the required landscaped area must be planted with living ground cover. Up to one-third of the required landscaped area may be for recreational use, or for use by pedestrians. Examples include walkways, play areas, or patios. (R)

c. ((~~Generous~~)) Use of planting materials and landscape structures such as trellises, raised beds and fencing to unify the overall site design is encouraged, with plantings consistent with L3 open area landscaping standard of SMC 17C.200.030.(P)

d. Front facade. Fire escapes, or exterior stairs that provide access to an upper level are not allowed on the front facade of the building. (R)

e. Duplexes and attached houses on corner lots shall be designed so each unit is oriented towards a different street. This gives the structure the overall appearance of a house when viewed from either street. (R)

f. All units must meet the following standards. Adjustments to this paragraph are prohibited, but modifications may be requested through a design departure. The standards are:

    i. Entrances. Each of the units fronting on the street must have its address, windows, and main entrance oriented toward a street frontage. Units that are on the interior of a parent site may be oriented toward a private access or shared open space. Where an existing house is being converted to two units, one main entrance with internal access to both units is allowed. (R)

    ii. Each unit must have a covered, main entry-related porch or stoop area of at least fifty square feet with no dimension less than five feet. (R)

    iii. ((~~Buildings~~)) Attached units must be modulated along the public street at least every thirty feet. Building modulations

must step the building wall back or forward at least four feet. (R)

iv. Reduce the potential impact of new Pocket Residential Development on established and historic neighborhoods by incorporating elements and forms from nearby buildings. This may include reference to architectural details, building massing, proportionality, and use of high-quality materials such as wood, brick, and stone. (P)

v. Create a human scale streetscape by including vertical and horizontal patterns as expressed by bays, belt lines, doors and windows. (P)

Section 12. That SMC 17C.110T.002 entitled "Table 17C.110-2 Residential Housing Types Allowed" is repealed.

[Note: Repealing this section will eliminate a duplicated table. The Table 17C.110-2, Residential Zone Housing Types Allowed, will continue to exist under SMC 17C.110.115 Housing Types Allowed.]

Section 13. That SMC section 17C.230.130 is amended to read as follows:

17C.230.130 Parking Exceptions

A. In center and corridor downtown, and FBC CA1, CA2, and CA3 zones any new building or building addition with a floor area less than three thousand square feet shall have no parking requirement.

B. In the neighborhood retail zone, any existing building, new building, or building addition, having a floor area less than three thousand square feet shall have no parking requirement. In addition, if a building has a floor area of five thousand square feet or less, the parking requirement will be determined after deducting the three thousand square foot exemption from the building's floor area. For example, the parking requirement for a four thousand square foot building would be based on one thousand square feet of floor area – i.e., a four thousand square foot building size minus the three thousand square foot exemption.

C. The director may approve ratios that are higher than the maximum or lower than the minimum if sufficient factual data is provided to indicate that a different amount is appropriate. The applicant assumes the burden of proof. Approval of parking above the maximum shall be conditioned upon increasing the amount of required landscaping by thirty percent. Approval of parking below the minimum shall be conditioned upon the project contributing towards a pedestrian and transit supportive environment both next to the immediate site and in the

surrounding area. When determining if a different amount of parking is appropriate, the director shall consider the proximity of the site to frequent transit service, the intensity of the zoning designation of the site and surrounding sites, and the character of the proposed use.

D. If property owners and businesses establish a parking management area program with shared parking agreements, the director may reduce or waive parking requirements.

E. Except in the residential single-family and residential two-family zones, existing legal nonconforming buildings that do not have adequate parking to meet the standards of this section are not required to provide off-street parking when remodeling which increases the amount of required parking occurs within the existing structure.

TABLE 17C.230-2
PARKING SPACES BY USE [1]
(Refer to Table 17C.230-1 for Parking Space Standards by Zone)
CU = Conditional Use

RESIDENTIAL CATEGORIES			
USE CATEGORIES	**SPECIFIC USES**	**MINIMUM PARKING**	**MAXIMUM PARKING**
Group Living		1 per 4 residents	None
Residential Household Living		1 per unit plus 1 per bedroom after 3 bedrooms; 1 per Accessory Dwelling Unit (ADU); Single Resident Occupancy (SRO) are exempt	None
COMMERCIAL CATEGORIES			
USE CATEGORIES	**SPECIFIC USES**	**MINIMUM PARKING**	**MAXIMUM PARKING**
Adult Business		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Commercial Outdoor Recreation		20 per acre of site	30 per acre of site
Commercial Parking		Not applicable	None
Drive-through		Not applicable	None

Facility			
Major Event Entertainment		1 per 8 seats or per CU review	1 per 5 seats or per CU review
Office	General Office	1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
	Medical/Dental Office	1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Quick Vehicle Servicing		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Retail Sales and Service	Retail, Personal Service, Repair-oriented	1 per 330 sq. ft. of floor area	1 per 200 sq. ft. of floor area
	Restaurants and Bars	1 per 250 sq. ft. of floor area	1 per 60 sq. ft. of floor area
	Health Clubs, Gyms, Lodges, Meeting Rooms and similar continuous entertainment, such as Arcades and Bowling Alleys	1 per 330 sq. ft. of floor area	1 per 180 sq. ft. of floor area
	Temporary Lodging	1 per rentable room; for associated uses such as Restaurants, see above	1.5 per rentable room; for associated uses such as Restaurants, see above
	Theaters	1 per 4 seats or 1 per 6 feet of bench area	1 per 2.7 seats or 1 per 4 feet of bench area
	Retail sales and services of large items, such as appliances, furniture and equipment	1 per 1,000 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Mini-storage Facilities		Same as Warehouse and Freight Movement	Same as Warehouse and Freight Movement
Vehicle Repair		1 per 750 sq. ft.	1 per 200 sq. ft.

		of floor area	of floor area
INDUSTRIAL CATEGORIES			
USE CATEGORIES	**SPECIFIC USES**	**MINIMUM PARKING**	**MAXIMUM PARKING**
Industrial Services, Railroad Yards, Wholesale Sales		1 per 1,000 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Manufacturing and Production		1 per 1,000 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Warehouse and Freight Movement		1 per 1,000 sq. ft. of floor area for the first 3,000 sq. ft of floor area and then 1 per 3,500 sq. ft. of floor area thereafter	1 per 200 sq. ft. of floor area
Waste-related		Per CU review	Per CU review
INSTITUTIONAL CATEGORIES			
USE CATEGORIES	**SPECIFIC USES**	**MINIMUM PARKING**	**MAXIMUM PARKING**
Basic Utilities		None	None
Colleges		1 per 600 sq. ft. of floor area exclusive of dormitories, plus 1 per 4 dorm rooms	1 per 200 sq. ft. of floor area exclusive of dormitories, plus 1 per 2.6 dorm room
Community Service		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Daycare		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Medical Centers		1 per 500 sq. ft. of floor area	1 per 200 sq. ft. of floor area
Parks and Open Areas		Per CU review for active areas	Per CU review for active areas
Religious Institutions		1 per 100 sq. ft. of main assembly area or per CU review	1 per 60 sq. ft. of main assembly area
Schools	Grade,	1 per classroom	2.5 per classroom

	Elementary, Junior High		
	High School	7 per classroom	10.5 per classroom
OTHER CATEGORIES			
USE CATEGORIES	**SPECIFIC USES**	**MINIMUM PARKING**	**MAXIMUM PARKING**
Agriculture		None or per CU review	None or per CU review
Aviation and Surface Passenger Terminals		Per CU review	Per CU review
Detention Facilities		Per CU review	Per CU review
Essential Public Facilities		Per CU review	Per CU review
Wireless Communication Facilities		None or per CU review	None or per CU review
Rail Lines and Utility Corridors		None	None
[1] The director may approve different amounts of parking spaces under the exceptions listed in SMC 17C.230.130.			

Section 14. That SMC section 17G.080.065 is amended to read as follows:

17G.080.065 ((~~Unit Lot~~)) Alternative Residential Subdivisions

A. Purpose.
The purpose of these provisions is to allow for the creation of lots for ((~~types of~~)) alternative residential development as described in SMC 17C.110.300, including attached housing, ((~~and specified~~)) cottage housing ((~~projects~~)), and similar developments with multiple dwelling units on a parent site, while applying only those site development standards applicable to the parent site as a whole, rather than to individual ((~~unit~~)) lots resulting from the subdivision.

B. Applicability.
((~~The provisions of this section apply exclusively to the subdivision of land that is already developed with residential dwelling units.~~)) The types of existing development that may use the ((~~unit lot~~)) alternative residential subdivision are:

1. Cottage housing projects ((~~previously~~)) approved under SMC 17C.110.350 ((~~and built prior to January 1, 2014~~));

2. Housing developed under SMC 17C.110.360 Pocket Residential Development; or

((~~2~~)) 3. A similar existing development that consists of multiple dwelling units on a single parcel or site ((~~; or~~)), provided that such existing structures shall comply with applicable building and fire code.

~~3. An existing townhouse development in zones in which townhouse dwellings are a permitted use.~~))

C. Application Procedure.
((~~Unit lot~~)) Alternative residential subdivisions of nine or fewer lots shall be processed as short plats and all others shall be processed as subdivisions according to the associated permit types in SMC chapter 17G.060.

D. General Regulations.

1. ((~~The unit lot~~)) An alternative residential subdivision ((~~as a whole~~)) shall meet development standards applicable to the underlying site development plan approval, if any, the basic development standards and design standards of SMC 17C.110.350 Cottage Housing or SMC 17C.110.360 Pocket Residential Development, and the provisions of this section. As a result of the ((~~unit lot~~)) alternative residential subdivision, development on individual ((~~unit~~)) lots may be nonconforming as to some or all of the development standards based on analysis of the individual ((~~unit~~)) lot. So long as the parent site meets the criteria of the underlying site development plan or the dwelling units are already in existence, each lot will be deemed to be in conformance. If ((~~the~~)) existing dwelling units ((~~are already legally in existence and~~)) do not comply with development standards (i.e.: minimum building setbacks, maximum density, etc.), a ((~~unit~~)) lot may be created for each existing dwelling unit. Subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent site;

2. ((~~Unit lot~~)) Alternative residential subdivisions shall be subject to all applicable requirements of Title 17 SMC, except as otherwise modified by this section;

3. ((~~Unit~~)) Each lot's area and width ((~~per unit~~)) for purposes of subdivision may be as small as the ((~~coverage~~)) footprint of the individual dwelling unit;

4. Portions of the parent site not subdivided for individual ((~~unit~~)) lots shall be owned in common by the owners of the individual ((~~unit~~)) lots, or by a homeowners association comprised of the owners of the individual ((~~unit~~)) lots located within the parent site. A homeowners' association is required to be created for the maintenance of any shared required outdoor area or other open space, shared parking areas, and other common use areas, buildings, and utilities within the development. This requirement shall be included in deed restrictions as required in paragraph 7;

5. Maximum ((~~lot~~)) building coverage of the aggregate buildings located upon the parent site shall not exceed the maximum ((~~lot~~)) building coverage permitted by the underlying zone;

6. Except for existing nonconforming development, building setbacks shall be as required for the zone as applied to the underlying parent site as a whole. There shall be no setback required from individual ((~~unit~~)) lot lines which are interior to the perimeter of the parent site; provided, however, that any structure located upon a ((~~unit~~)) lot created hereunder shall comply with the setbacks applicable to the underlying site development plan;

((~~7. Internal drive aisles providing vehicular access to unit lots shall not be considered public or private streets when utilizing the provisions of this section;~~

~~8~~)) 7. Access easements, joint use and maintenance agreements, and covenants, conditions and restrictions identifying the rights and responsibilities of property owners and/or the homeowners association shall be executed for use and maintenance of common garage, parking and vehicle access areas; on-site recreation; landscaping; ((~~underground~~)) utilities; common open space; exterior building facades and roofs; and other similar features, and shall be recorded with the county auditor's office. Separation requirements for utilities must be met. Each ((~~unit lot~~)) alternative residential subdivision shall make adequate provisions for ingress, egress and utilities access to and from each ((~~unit~~)) lot created by reserving such common areas or other easements over and across the parent site as deemed necessary to comply with all other design and development standards generally applicable to the underlying site development plan;

((~~9~~)) 8. Notes shall be placed on the plat recorded with the county auditor's office to acknowledge the following:

a. Approval of the design and layout of the development was granted by the review of the development, as a whole, on the parent site by the site development plan approval (stating the subject project file number if applicable);

b. Subsequent platting actions, additions or modifications to the structure(s) may not create or increase any nonconformity of the parent site as a whole, and shall conform to the approved site development plan;

c. If a structure or portion of a structure has been damaged or destroyed, any repair, reconstruction or replacement of the structure(s) shall conform to the approved site development plan;

d. ((~~The individual unit lots are not separate building sites and~~)) Additional development of the individual ((~~unit~~)) lots may be limited as a result of the application of development standards to the parent site.

E. Conflicts.
Any conflicts between the provisions of this section and the text of other sections in the Unified Development Code shall be resolved in favor of the text of this section.

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

PUBLIC OUTREACH SUMMARY

Development Code Amendment to Chapters 17A.020, 17C.110, 17C.230, and 17G.080
Cottage Housing, Pocket Residential, and Compact Lot Standards

January 19, 2017	Presentation to Land Use Committee of the Community Assembly
March 8, 2017	Plan Commission public workshop – Infill Project Update
June 30, 2017	Integrated Infill Committee and Housing Quality Task Force Update
July 13, 2017	City Council and Plan Commission study session
July 26, 2017	Plan Commission public workshop – Infill Project Update
September 25, 2017	Plan Commission public workshop – Infill Code Revisions
October 11, 2017	Plan Commission public workshop – Infill Code Revisions
October 13, 2017	Notification of intent to adopt to email contact list 60-day notice of intent to adopt regulations – WA Dept. of Commerce
October 19, 2017	Presentation to Land Use Committee of the Community Assembly
October 25, 2017	Plan Commission public workshop – Infill Code Revisions
November 2, 2017	Open house attended by 25 people – W. Central Community Center Presentation to Community Assembly
November 8, 2017	Plan Commission public workshop – Infill Code Revisions
November 16, 2017	Facebook live webcast to answer questions from the public
November 29, 2017	Notice of December 13 Plan Commission public hearing, and State Environmental Policy Act (SEPA) Determination of Nonsignificance (DNS) • Notice to interested parties via email
December 13, 2017	Plan Commission public hearing
December 14, 2017	City Council study session
January, 2018	(tentative) City Council public hearing

(WAC 197-11-970)

SPOKANE ENVIRONMENTAL ORDINANCE
NONPROJECT DETERMINATION OF NONSIGNIFICANCE

FILE NO(S): *Proposed amendments to Spokane Municipal Code chapters 17A.020, 17C.110, 17C.230, 17G.060 (no ordinance number yet assigned).*

PROPONENT: *City of Spokane*

DESCRIPTION OF PROPOSAL: *Code amendments to Cottage Housing (SMC 17C.110.350) for larger unit floor area, subdivision of internal units, slight increases in height and density, attention to standards for development perimeters, and to allow in the RTF zone. Also, allow Pocket Residential (private access and new lots; SMC 17C.110.360), and some smaller lots (Table 17C.110-3), in the RSF zone, with no changes to aggregate site density for those development tools, using limited design standards. Documents relating to this text amendment are available for viewing at: my.spokanecity.org/projects/infill-housing-strategies-infill-development/*

LOCATION OF PROPOSAL, INCLUDING STREET ADDRESS, IF ANY: *Certain residential zones in the city of Spokane: specifically, the RA, RSF, RSF-C, and RTF zones. A zoning map is available for viewing at: maps.spokanecity.org*

LEAD AGENCY: *City of Spokane*

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 on 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.

[x] 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 must be submitted no later than December 13, 2017 at 12:00 p.m. if they are intended to alter the DNS.

****

Responsible Official: Lisa Key

Position/Title: Planning Services Director **Phone:** (509) 625-6300

Address: 808 West Spokane Falls Boulevard, Spokane, WA 99201-3329

Date Issued: November 29, 2017 **Signature:** Lisa D. Key

****

APPEAL OF THIS DETERMINATION, after it becomes final, may be made to the City of Spokane Hearing Examiner, 808 West Spokane Falls Blvd., Spokane, WA 99201. The appeal deadline is fourteen (14) calendar days after the signing of the DNS. This appeal must be on forms provided by the Responsible Official, make specific factual objections and be accompanied by the appeal fee. Contact the Responsible Official for assistance with the specifics of a SEPA appeal.

****

Evaluation for
Agency Use Only

State Environmental Policy Act (SEPA)
ENVIRONMENTAL CHECKLIST

File No. _____

PLEASE READ CAREFULLY BEFORE COMPLETING THE CHECKLIST!

Purpose of Checklist:

The State Environmental Policy Act (SEPA) chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An Environmental Impact Statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the quality of the environment. The purpose of this checklist is to provide information to help you and the agency identify impacts from your proposal (and to reduce or avoid impacts from the proposal, if it can be done) and to help the agency decide whether an EIS is required.

Instructions for Applicants:

This environmental checklist asks you to describe some basic information about your proposal. Governmental agencies use this checklist to determine whether the environmental impacts of your proposal are significant, requiring preparation of an EIS. Answer the questions briefly, with the most precise information known, or give the best description you can.

You must answer each question accurately and carefully, to the best of your knowledge. In most cases, you should be able to answer the questions from your own observations or project plans without the need to hire experts. If you really do not know the answer, or if a question does not apply to your proposal, write "do not know" or "does not apply." Complete answers to the questions now may avoid unnecessary delays later.

Some questions ask about governmental regulations, such as zoning, shoreline, and landmark designations. Answer these questions if you can. If you have problems, the governmental agencies can assist you.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Use of checklist for nonproject proposals:
Complete this checklist for nonproject proposals, even though questions may be answered "*does not apply*."

IN ADDITION, complete the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (Part D).

For nonproject actions, the references in the checklist to the words "project," "applicant," and "property or site" should be read as "proposal," "proposer," and "affected geographic area," respectively.

A. BACKGROUND

1. Name of proposed project: Cottage housing and pocket residential code amendments
2. Applicant: City of Spokane Planning & Development
3. Address: 808 West Spokane Falls Boulevard

   City/State/Zip: Spokane, WA 99201 Phone: 509-625-6893

   Agent or Primary Contact: Nathan Gwinn, Assistant Planner

   Address: Same as applicant

   City/State/Zip: _____ Phone: _____

   Location of Project: Areas zoned for single-and two-family residential development in Spokane, WA

   Address: _____

   Section: _____ Quarter: _____ Township: _____ Range: _____

   Tax Parcel Number(s) _____
4. Date checklist prepared: October 9, 2017
5. Agency requesting checklist: City of Spokane
6. Proposed timing or schedule (including phasing, if applicable): Adoption winter 2017-2018

7. a. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. There are additional code amendments proposed. Following adoption, an additional amendment to standards in multifamily residential zones, affecting different locations, and another amendment to buildable areas in hillside developments.

   b. Do you own or have options on land nearby or adjacent to this proposal? If yes, explain. Yes, some land owned by the City of Spokane is zoned for residential use.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. None that is directly related to this proposal.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. No.

10. List any government approvals or permits that will be needed for your proposal, if known.
Individual projects would require conditional use, subdivision, and/or building permits following adoption.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. Code amendments to Cottage Housing for larger unit floor area, subdivision of internal units, slight increases in height and density, attention to standards for development perimeters, and to allow in RTF zone. Also, allow Pocket Residential (private access and new lots), and some smaller lots, in the RSF zone, with no changes to aggregate site density for those development tools, using limited design standards.

12. Location of the proposal: Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit application related to this checklist.
Eligible sites are located in RA, RSF, and RTF zones in the city of Spokane.

13. Does the proposed action lie within the Aquifer Sensitive Area (ASA)? The General Sewer Service Area? The Priority Sewer Service Area? The City of Spokane? (See: Spokane County's ASA Overlay Zone Atlas for boundaries.) Yes, all of the above.

14. The following questions supplement Part A.

a. Critical Aquifer Recharge Area (CARA) / Aquifer Sensitive Area (ASA)

(1) Describe any systems, other than those designed for the disposal of sanitary waste installed for the purpose of discharging fluids below the ground surface (includes systems such as those for the disposal of stormwater or drainage from floor drains). Describe the type of system, the amount of material to be disposed of through the system and the types of material likely to be disposed of (including materials which may enter the system inadvertently through spills or as a result of firefighting activities). Not applicable; appropriate disposal of stormwater will be addressed for new projects at the time of construction of any approved project.

(2) Will any chemicals (especially organic solvents or petroleum fuels) be stored in aboveground or underground storage tanks? If so, what types and quantities of material will be stored? Not applicable; chemical storage will be addressed at the time of project permit application.

(3) What protective measures will be taken to insure that leaks or spills of any chemicals stored or used on site will not be allowed to percolate to groundwater. This includes measures to keep chemicals out of disposal systems. Not applicable; new residential development should be consistent with all local, state and federal regulations concerning these protective measures.

(4) Will any chemicals be stored, handled or used on the site in a location where a spill or leak will drain to surface or groundwater or to a stormwater disposal system discharging to surface or groundwater? Not applicable; storage, handling, and use will be addressed when each project is designed, reviewed, and constructed.

b. Stormwater

(1) What are the depths on the site to groundwater and to bedrock (if known)? The depth to groundwater varies, depending on location within the city of Spokane.

(2) Will stormwater be discharged into the ground? If so, describe any potential impacts.
Not applicable; any change to existing stormwater discharge would be reviewed at the time of any project's design and construction.

B. ENVIRONMENTAL ELEMENTS

1. Earth

a. General description of the site (check one):

☐ Flat ☐ Rolling ☐ Hilly ☐ Steep slopes ☐ Mountainous

Other: Not applicable. This is a non-project action.

b. What is the steepest slope on the site (approximate percent slope)? Not applicable. This is a non-project action.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.
Not applicable. This is a non-project action.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.
Not applicable. This is a non-project action.

e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill: Not applicable. This is a non-project action.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.
Not applicable. This is a non-project action.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt, or buildings)? Not applicable. This is a non-project action.

h. Proposed measures to reduce or control erosion or other impacts to the earth, if any: Not applicable. This is a non-project action.

2. Air

a. What type of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. Not applicable. This is a non-project action.

b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. Not applicable. This is a non-project action.

c. Proposed measures to reduce or control emissions or other impacts to air, if any: Not applicable. This is a non-project action.

3. Water

a. SURFACE WATER:

(1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. Not applicable. This is a non-project action.

(2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. Not applicable. This is a non-project action.

(3) Estimate the amount of fill and dredge material that would be placed in or removed from the surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. Not applicable. This is a non-project action.

(4) Will the proposal require surface water withdrawals or diversions? If yes, give general description, purpose, and approximate quantities if known. Not applicable. This is a non-project action.

(5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.
Not applicable. This is a non-project action.

(6) Does the proposal involve any discharge of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. Not applicable. This is a non-project action.

b. GROUNDWATER:

(1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. Not applicable. This is a non-project action.

(2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals…; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. Not applicable. This is a non-project action.

c. WATER RUNOFF (INCLUDING STORMWATER):

(1) Describe the source of runoff (including stormwater) and method of collection and disposal if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. Not applicable. This is a non-project action.

(2) Could waste materials enter ground or surface waters? If so, generally describe. Not applicable. This is a non-project action.

(3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe. Not applicable. This is a non-project action.

d. PROPOSED MEASURES to reduce or control surface, ground, and runoff water, and drainage patter impacts, if any. Not applicable. This is a non-project action.

4. Plants

a. Check the type of vegetation found on the site:

Deciduous tree: ☐ alder ☐ maple ☐ aspen

Other: _____

Evergreen tree: ☐ fir ☐ cedar ☐ pine

Other: _____

☐ Shrubs ☐ Grass ☐ Pasture ☐ Crop or grain

☐ Orchards, vineyards or other permanent crops

Wet soil plants: ☐ cattail ☐ buttercup ☐ bullrush ☐ skunk cabbage

Other: _____

Water plants: ☐ water lily ☐ eelgrass ☐ milfoil

Other: _____

Other types of vegetation: Not applicable. This is a non-project action.

b. What kind and amount of vegetation will be removed or altered? Not applicable. This is a non-project action.

c. List threatened and endangered species known to be on or near the site. Not applicable. This is a non-project action.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: Not applicable. This is a non-project action.

e. List all noxious weeds and invasive species known to be on or near the site. Not applicable. This is a non-project action.

5. Animals

a. Check ***and*** List any birds and other animals which have been observed on or near the site or are known to be on or near the site:

Birds: ☐ hawk ☐ heron ☐ eagle ☐ songbirds

Other: _____

Mammals: ☐ deer ☐ bear ☐ elk ☐ beaver

Other: _____

Fish: ☐ bass ☐ salmon ☐ trout ☐ herring ☐ shellfish

Other: _____

Other (*not* listed in above categories): Not applicable. This is a non-project action.

b. List any threatened or endangered animal species known to be on or near the site.
Not applicable. This is a non-project action.

c. Is the site part of a migration route? If so, explain. Not applicable. This is a non-project action.

d. Proposed measures to preserve or enhance wildlife, if any: Not applicable. This is a non-project action.

e. List any invasive animal species known to be on or near the site. Not applicable. This is a non-project action.

6. Energy and natural resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. Not applicable. This is a non-project action.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. Not applicable. This is a non-project action.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: Not applicable. This is a non-project action.

7. Environmental health

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. _
Not applicable. This is a non-project action.

(1) Describe any known or possible contamination at the site from present or past uses.
Not applicable. This is a non-project action.

(2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity. Not applicable. This is a non-project action.

(3) Describe any toxic or hazardous chemicals/conditions that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project. Not applicable. This is a non-project action.

(4) Describe special emergency services that might be required. Not applicable. This is a non-project action.

(5) Proposed measures to reduce or control environmental health hazards, if any:
Not applicable. This is a non-project action.

b. NOISE:

(1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? Not applicable. This is a non-project action.

(2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. Not applicable. This is a non-project action.

(3) Proposed measure to reduce or control noise impacts, if any: Not applicable. This is a non-project action.

8. Land and shoreline use

a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. Not applicable. This is a non-project action.

b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? Not applicable. This is a non-project action.

1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: Not applicable. This is a non-project action.

c. Describe any structures on the site. Not applicable. This is a non-project action.

d. Will any structures be demolished? If so, which? Not applicable. This is a non-project action.

e. What is the current zoning classification of the site? Not applicable. This is a non-project action.

f. What is the current comprehensive plan designation of the site? Not applicable. This is a non-project action.

g. If applicable, what is the current shoreline master program designation of the site? Not applicable. This is a non-project action.

h. Has any part of the site been classified as a critical area by the city or the county? If so, specify. Not applicable. This is a non-project action.

i. Approximately how many people would reside or work in the completed project? Not applicable. This is a non-project action.

j. Approximately how many people would the completed project displace? Not applicable. This is a non-project action.

k. Proposed measures to avoid or reduce displacement impacts, if any: Not applicable. This is a non-project action.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: Not applicable. This is a non-project action.

m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any: Not applicable. This is a non-project action.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. Not applicable. This is a non-project action.

b. Approximately how many units, if any, would be eliminated? Indicate whether high-, middle- or low-income housing. Not applicable. This is a non-project action.

c. Proposed measures to reduce or control housing impacts, if any: Not applicable. This is a non-project action.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? Not applicable. This is a non-project action.

b. What views in the immediate vicinity would be altered or obstructed? Not applicable. This is a non-project action.

c. Proposed measures to reduce or control aesthetic impacts, if any: Not applicable. This is a non-project action.

11. Light and Glare

a. What type of light or glare will the proposal produce? What time of day would it mainly occur?
Not applicable. This is a non-project action.

b. Could light or glare from the finished project be a safety hazard or interfere with views?
Not applicable. This is a non-project action.

c. What existing off-site sources of light or glare may affect your proposal? Not applicable. This is a non-project action.

d. Proposed measures to reduce or control light and glare impacts, if any: Not applicable. This is a non-project action.

12. Recreation

a. What designated and informal recreational opportunities are in the immediate vicinity? Not applicable. This is a non-project action.

b. Would the proposed project displace any existing recreational uses? If so, describe. Not applicable. This is a non-project action.

c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: Not applicable. This is a non-project action.

13. Historic and cultural preservation

a. Are there any buildings, structures, or sites, located on or near the sited that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. Not applicable. This is a non-project action.

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. Not applicable. This is a non-project action.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archaeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. Not applicable. This is a non-project action.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required Not applicable. This is a non-project action.

14. Transportation

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. Not applicable. This is a non-project action.

b. Is site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop Not applicable. This is a non-project action.

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? Not applicable. This is a non-project action.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). Not applicable. This is a non-project action.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail or air transportation? If so, generally describe. Not applicable. This is a non-project action.

f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and non-passenger vehicles). What data or transportation models were used to make these estimates? Not applicable. This is a non-project action.

(*Note: to assist in review and if known, indicate vehicle trips during PM peak, AM Peak, and Weekday (24 hours).)*

g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, general describe. Not applicable. This is a non-project action.

h. Proposed measures to reduce or control transportation impacts, if any: Not applicable. This is a non-project action.

15. Public services

a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.
This proposal is a non-project action and should not directly increase the need for public services.

b. Proposed measures to reduce or control direct impacts on public services, if any: Not applicable. This is a non-project action.

16. Utilities

a. Check utilities currently available at the site:

- ☐ electricity
- ☐ natural gas
- ☐ water
- ☐ refuse service
- ☐ telephone
- ☐ sanitary sewer
- ☐ septic system

Other: Not applicable. This is a non-project action.

b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed: Not applicable. This is a non-project action.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* must withdraw any determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/9/2017 Signature: Nathan Gwinn Digitally signed by Nathan Gwinn DN: cn=Nathan Gwinn, o=City of Spokane, ou=Planning and Development Department, email=ngwinn@spokanecity.org, c=US Date: 2017.10.10 06:08:35 -07'00'

Please Print or Type:

Proponent: City of Spokane Address: 808 W. Spokane Falls Blvd.
Spokane, WA 99201

Phone: (509) 625-6300

Person completing form (if different from proponent): Nathan Gwinn

Phone: (509) 625-6893 Address: 808 W. Spokane Falls Blvd.
Spokane, WA 99201

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Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

☐ A. there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.

☐ B. probable significant adverse environmental impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.

☐ C. there are probable significant adverse environmental impacts and recommends a Determination of Significance.

D. SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS

(Do not use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise? The proposal would not directly increase these elements. Any additional infill development built as a result of changes could provide shorter commuting distances than alternatives, possibly reducing automobile traffic.

   Proposed measures to avoid or reduce such increases are: Approval of projects requires conditional use or subdivision review under Spokane Municipal Code chapters 17G.170 and/or 17G.080.

2. How would the proposal be likely to affect plants, animals, fish or marine life? Most projects resulting from this proposal would not likely affect plants, animals, fish, or marine life.

   Proposed measures to protect or conserve plants, animals, fish or marine life are: Proposed site design provisions may preserve native vegetation in open space. Conditional use and subdivision review include finding no significant impact on the environment; in Shoreline jurisdiction, additional criteria apply.

3. How would the proposal be likely to deplete energy or natural resources? The proposal would not be likely to deplete energy or natural resources. Instead, it would promote infill development, possibly reducing the conversion of resource lands, and providing for lower energy travel modes.

   Proposed measures to protect or conserve energy and natural resources are: This proposal does not directly address such protection, but the smaller home sizes and shorter travel distances associated with the changes may help conserve more energy than development at urban periphery.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection, such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, flood plains or prime farmlands? This proposal would not directly affect environmentally sensitive areas or other areas designated for governmental protection.

   Proposed measures to protect such resources or to avoid or reduce impacts are: Project and/or environmental review at the time of application includes consideration of whether there would be a significant adverse impact on the environment as part of the approval criteria. For example, see Spokane Municipal Code 17G.060.170.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans? The proposal is intended to implement Comprehensive Plan policies and land use plan map, and development would compatibly comply with standards established thereunder; and where applicable, shoreline development standards.

   Proposed measures to avoid or reduce shoreline and land use impacts are: No additional measures are proposed.

6. How would the proposal be likely to increase demands on transportation or public services and utilities? The proposal would not enable development exceeding the levels prescribed in the Comprehensive Plan. Any increase in demands on transportation or public services and utilities would be within the scope contemplated in the Comprehensive Plan.

   Proposed measures to reduce or respond to such demand(s) are: Response to any site-specific change to such demands would occur through provisions made by the development or through required conditions of approval following project review.

7. Identify, if possible, whether the proposal may conflict with local, state or federal laws or requirements for the protection of the environment. The proposal should not conflict with local, state, or federal laws or requirements for the protection of the environment.

C. SIGNATURE

I, the undersigned, swear under penalty of perjury that the above responses are made truthfully and to the best of my knowledge. I also understand that, should there be any willful misrepresentation or willful lack of full disclosure on my part, the *agency* may withdraw any Determination of Nonsignificance that it might issue in reliance upon this checklist.

Date: 10/9/2017 Signature: Nathan Gwinn Digitally signed by Nathan Gwinn DN: cn=Nathan Gwinn, o=City of Spokane, ou=Planning and Development Department, email=ngwinn@spokanecity.org, c=US Date: 2017.10.10 07:47:56 -07'00'

Please Print or Type:

Proponent: City of Spokane Address: 808 W. Spokane Falls Blvd.
Spokane, WA 99201

Phone: (509) 625-6300

Person completing form (if different from proponent): Nathan Gwinn

Phone: (509) 625-6983 Address: 808 W. Spokane Falls Blvd.
Spokane, WA 99201

FOR STAFF USE ONLY

Staff member(s) reviewing checklist: _____

Based on this staff review of the environmental checklist and other pertinent information, the staff concludes that:

A. ☐ there are no probable significant adverse impacts and recommends a Determination of Nonsignificance.

B. ☐ probable significant adverse impacts do exist for the current proposal and recommends a Mitigated Determination of Nonsignificance with conditions.

C. ☐ there are probable significant adverse environmental impacts and recommends a Determination of Significance.

Infill Development Project
Summary Report and Recommendation

Spokane City Plan Commission
Infill Development Steering Committee

October 6, 2016

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Infill Development Steering Committee Members

Ben Stuckart, Spokane City Council President
Lori Kinnear, Spokane City Council District 2, Liaison to Plan Commission
Patricia Kienholz, Plan Commissioner
Michael Baker, Plan Commissioner
Mike Ekins, Interface Commercial Capital
Kay Murano, Spokane Low Income Housing Consortium
Darryl Reber, Inland Empire Residential Resources
Michael Cathcart, Spokane Home Builders Association
Asher Ernst, Infill Developer
Evan Verduin, Make Architecture & Design
David Shockley, Spokane Preservation Advocates
Greg Francis, Plan Commission Community Assembly Liaison
Kitty Klitzke, Futurewise
Gail Prosser, Business Owner
Andrew Rolwes, Downtown Spokane Partnership
Patrick Rooks, Community Assembly Representative

Former Members

Cindy Algeo, Spokane Low Income Housing Consortium
Kathryn Burk-Hise, Spokane Preservation Advocates

Problem Definition

Purpose

By 2037, Spokane is projected to grow to a population of more than 236,000 by adding 20,000 new residents (Spokane County Planning Technical Advisory Committee, 2015, p. 9). The City's Comprehensive Plan supports locating these new residents closer to the city core and near designated centers and corridors by filling in and redeveloping vacant and underutilized land near these areas.

This project's purpose is to investigate what options the community has to effectively remove barriers and challenges for development on vacant land in the city core, consistent with the City of Spokane's adopted plans. This project seeks to answer the following question. What resources do we need to make **infill development** as viable to finance, design, build, occupy, and maintain as greenfield development is on the city's outer fringes?

Each year, Spokane experiences infill development – that is, new buildings on vacant spaces, both in built-up areas of the city, and in adjacent land that is designated for urban growth. This activity proves a local market demand exists for new homes and businesses built in close proximity to others. Is it occurring at the levels and in the locations expected by the City's Comprehensive Plan? Is development well-designed to allow higher intensities, without detracting from the character of the existing conditions? Does it offer housing that is affordable to the full variety of income levels, and is it built to sufficient quality for the population?

The most recent addition of infill development tools were created in 2012, following the work of an infill housing task force that met in 2008 and 2011. Those tools were adopted into code but were only minimally applied by the development community. One obstacle to encouraging and promoting these methods appears to be a lack of knowledge and/or confusion regarding how investors, developers, and the general public perceive how the development tools apply.

The city has limited available land and a growing population. Without the ability to provide new housing and business within the core of the city, growth would occur in a manner that results in sprawling development on the urban fringe – a condition which is costlier to the community to provide and maintain public infrastructure. When development is removed from proximity to jobs and services, it affects individual lives as well, resulting in decreased livability, increased travel time, and fewer transportation options.

The City's adopted goals regarding desired development patterns and infill are further described below in Section 2, Goals and Evaluation Criteria.

Permit History

Permits issued by the City of Spokane may be tracked by location. The City's Comprehensive Plan focuses new growth around a number of centers and corridors. These areas are envisioned to have mixed-use development and significantly higher housing densities than other areas designated for commercial or residential uses. These areas are also likely to be surrounded by built-up areas, where any development will be essentially infill. Centers fall into categories of different scales: from smaller neighborhood and district centers, to larger employment centers and the Downtown regional center.

Project staff reviewed building permit data for new construction and various forms of residential and non-residential construction that indicated possible infill development, but excluding accessory structures such as garages or permits with valuations of less than $100,000 (other than single-family homes). Over the ten-year

period from 2006 to 2015, there were 17 permits for selected categories of new construction issued Downtown (Table 1). Most of these were for non-residential buildings.

In other centers and corridors over the same period, 205 permits were issued for new construction. Of these, 94 permits were for detached or attached housing (such as townhomes) in centers.

Over the same time period of ten years ending in 2015, more than 5,200 housing units were permitted citywide (Table 2). (During most of these years, less than 100 residences were demolished in Spokane, with an average of about 60 per year over the last five years). In Downtown over the ten-year period, there were 55 dwelling units permitted, and 756 units in all other centers and corridors. About 3,000 units, or more than half of the total, were built farther than one-quarter mile from centers or corridors.

Preliminary Inventories of Vacant and Underdeveloped Land

Spokane County and its cities use a regionally adopted methodology to conduct a Land Quantity Analysis ("LQA," City of Spokane, 2015b). The LQA selection method excludes City owned property and other property needed for a public purpose. Also, the LQA considers any property with an assessed improvement value of $500 or less to be vacant. For the purposes of sampling for the infill development project, parcels of land with assessed improvement values of $25,000 or less were considered "vacant or underdeveloped," using 2016 Spokane County Assessor data, and land in industrial areas was excluded from the analysis.

The modified selection process resulted in a parcel set and maps (Maps 2 through 5) showing the selected sites simply as various "development opportunities." A number of positive characteristics were also applied to the sites. Parcels in the selection were assigned a combined score based on whether any portion was within a specified distance of the following features, with one point awarded for each feature:

- City of Spokane Water Distribution– Sites at least partially within 350 feet of water lines
- City of Spokane Sanitary Sewer– Sites at least partially within 350 feet of sewer lines
- Centennial Trail – Sites at least partially within one-quarter mile of the Trail
- City of Spokane Existing Bikeway – Sites at least partially within one-quarter mile of an existing bikeway
- City of Spokane Planned Bikeway – Sites at least partially within one-quarter mile of a planned bikeway
- Spokane Transit Authority's Planned High Performance Transit Network – Sites at least partially within one-quarter mile of the following proposed routes:
    - G1 – Monroe/Grand-29th-Regal
    - G2 – Central City Line
    - G3 – Sprague
    - R1 – Division
    - B1 – Cheney (only west of the Plaza was selected)
    - B2 – I-90 East (only east of the Plaza was selected)
- Sites at least partially within Centers and Corridors

Development Opportunities in Centers: Infill Sites

As stated above, centers fall into categories of different scales: from smaller neighborhood and district centers, to larger employment centers and the Downtown regional center.

The preliminary results of the trial development opportunities methodology, regarding present opportunities in centers and corridors, suggest that there are more than 220 acres of such vacant or undeveloped parcels within centers, about 60 acres of which is located Downtown with approximately 160 acres located in centers and corridors elsewhere in the city (Table 3).

The roughly 60 acres of identified vacant and underdeveloped properties located Downtown are contained on many separate parcels of various sizes. Six of these parcels are larger than 33,000 square feet, or approximately three quarters of an acre, offering relatively large-scale opportunities for multi-story new development. Ninety-three parcels are less than 5,000 square feet, offering smaller scale opportunities, and the remaining 192 parcels are between 5,000 and 33,000 square feet in size.

For the 160 acres located outside Downtown, within the city's other centers and corridors, there are 24 vacant and underdeveloped parcels, containing about 100 acres, that are each larger than 33,000 square feet. One hundred four parcels, encompassing roughly five acres, are smaller than 5,000 square feet, and 284 parcels, encompassing approximately 55 acres, are between 5,000 and 33,000 square feet.

Vacant and Underdeveloped Parcel Size Categories

The different size categories are important to inform what type of development can be expected to occur. Sites less than 5,000 square feet in size may be the right size for some types of development in centers, such as attached housing or a small commercial uses. Also, these sites may be aggregated with adjacent property to build something more substantial.

Sites larger than 5,000 square feet, however, are probably sufficiently large to build any form of development permitted in that particular location. The largest buildings built near Downtown Spokane in recent years have reached 4 to 6 stories and consisted of multi-family residential buildings, mixed-use buildings, and commercial buildings. One recent example built over the last year in the Hamilton Corridor is the Matilda Building, east of Gonzaga University. This mixed-use building was built on 1.8 acres, utilizing four-story concrete construction in a zone with an allowed height of 55 feet.

Limitations and Further Study

This information provides only a partial picture of development opportunities in centers and corridors. Further block-by-block analysis and field verification would be required to more accurately inventory the development opportunities. The Matilda Building site itself was not captured by the analysis because the value of previously existing improvements that were demolished during re-development caused assessed improvement value to exceed the $25,000 selected threshold. It should be noted that there is a time lag between when changes are made to a given property, and when that change is reflected in the Assessor data. A different practice of comparing land value and assessed improvement value could potentially be applied to such larger sites to predict the presence of additional developable sites.

Another example of the method's limitations is evident on the enlarged view of the development opportunities map in the east portion of Downtown (Map 5), where many instances of additional infill space are shown adjacent to building footprints on partially developed property. In other areas of the city, large, partially developed parcels might also include areas for infill. These areas cannot be captured by the development opportunities method using assessed value of improvements alone because the portion of the parcel that has developed exceeds the $25,000 threshold, regardless of the fact that a portion of the site is vacant and relatively unimproved. Conversely, many identified sites in centers and corridors may be unusable for development due to difficulties associated with the physical site, past uses, or other factors. Subarea planning in selected centers would provide more certain information.

Development Opportunities Outside and Around Centers

The mapping study described above also found additional vacant and underdeveloped land indicating potential infill growth near centers and corridors in Spokane and its adjacent joint planning areas[1] within the urban growth area. Maps 2 through 5 display the positive characteristics of these lands described above, including proximity to zoned centers and corridors, and to public transit. More than 390 acres of vacant and underdeveloped land comprised parcels that were outside but at least partially within one-quarter mile of both the edges of centers and corridors, and of transit routes.

Large recent construction projects in such areas near Downtown include the 940 North Ruby Apartments, built on a 0.8-acre site in 2015. These apartments are a residential building, six stories high (5-over-1 construction), with parking on the main floor, in a zone with an allowed height of 150 feet. Nearby, the 315 West Mission Apartments were built this year on 0.8 acres. They are of three-story wood construction, in a zone with an allowed height of 150 feet. In another area near Downtown, both the residential and commercial portions of Kendall Yards continue to develop with three-story commercial and mixed-use buildings and a variety of single-family, attached housing, and multi-family residential buildings, reaching as high as four stories.

Development Opportunities in Other Locations

More than 4,000 acres of additional vacant and underdeveloped land was found farther than one-quarter mile from the city's centers and corridors, both within the city and its adjacent joint planning areas within the urban growth area, using the 2016 assessed improvement value data. Of this land, about 25 percent is located on parcels that are at least partially within one-quarter mile of transit routes. Some of these sites will be infill opportunities, while others are "greenfield" sites, located in undeveloped areas.

Some additional land owned by agencies will become available for development by others over the planning horizon of the Comprehensive Plan. The City of Spokane is currently creating a disposition policy with the City Council for review of assets that would, potentially, result in some City-owned parcels becoming available for purchase. These parcels, of course, would be excluded from the analysis above because they are owned by the City and thus automatically excluded.

The project team reviewed housing density and parcel size in the Residential Single-family (RSF) zoning district. These maps (Maps 6 through 9) are provided for information. As described below, the Comprehensive Plan designates density depending on location, and for residential areas, often the Comprehensive Plan designates both maximum and minimum densities. The information may be useful for further inquiries into appropriate considerations for unique neighborhood context, while the challenge remains for much of the city and neighborhood subareas to achieve those designated densities for the efficient provision of services and infrastructure.

Process and Stakeholder Input

Steering Committee Members/Former Infill Housing Task Force Members

In early 2016, a subcommittee of four City Plan Commissioners met to discuss the project's process structure. In May, the subcommittee was expanded to include a designated project steering committee of 16 individuals, each representing professions or organizations that have interest in infill development. Two of

[1] Joint planning areas are defined in the Countywide Planning Policies as "areas designated as Urban Growth Areas assigned to a city or town for future urban development but located in the unincorporated county where a coordinated planning process between the cities, towns and the County will be conducted" (Spokane County, 2011, p. 47).

these committee members formerly served as infill housing task force members in 2011. As an essential component of the project, the committee comprised a core group of dedicated stakeholder representatives to facilitate the development of constructive recommendations.

Focus Groups

Six different focus groups, made up of a large number of stakeholder representatives, met with the steering committee members and Planning Services Department project staff in May and June 2016. These meetings enabled a series of focused discussion of issues that various functional groups of stakeholders have in common, though they may be distinct from other types of professionals or organizations. Attendance at each of the focus groups ranged between 15 and 24 stakeholders(not including project staff, steering committee members, and other interested members of the public), with interest areas focusing on finance and real estate; architecture and for-profit developers; non-profit developers; tiny housing; community organizations (including public agencies); and, neighborhood representatives. Four of the steering committee members attended all six focus group meetings.

Following the focus group meeting series, the steering committee participated in four workshops to develop preliminary recommendations. A number of recurring themes emerged at the focus group meetings and workshops. One of these themes was greater housing diversity, or the development of a variety of housing types, such as small single-family lots, attached housing (townhouses), clustering, manufactured housing, and "tiny" housing, for a mixture of family incomes and situations. The project participants identified the ability to separately own units in more locations in Spokane as a principal means of achieving more of these housing options.

Financial incentives and other partnerships, between the public and private sectors, and among agencies, was another theme. Participants supported continuing the City of Spokane's existing target area incentive strategy as a means of encouraging infill. This strategy uses planning for revitalization and targeted areas in the city, such as Downtown, to support and enhance the development process in these areas.

The third major theme captured in the meetings was that of information brokering and public education. Participants identified a need for broader knowledge of where developable parcels are located, what resources are available to developers and the public, and how infill development can be successful and beneficial to the community.

Finally, a fourth major theme was neighborhood context. Each neighborhood values its individual character; impacts from higher intensity development may be perceived differently in different areas of the city. To improve infill development's cohesion with neighborhood context, participants identified the use of more effective transition regulations and buffers, additional design standards, and enhanced communication between neighbors, developers, and the City to help improve design and maintain neighborhood character.

The steering committee's recommendations were prepared based on the focus group meetings and workshops to assess the potential of new implementation measures using the goals and evaluation criteria described below. The recommendations suggest specific further actions based on the suggestions and major themes that the committee believes should be carried forward by the Plan Commission and staff. This report and recommendations provide these recommendations that include potential code amendments, education and promotion strategies, incentive programs, and areas for further study.

As prescribed in the Project Charter, recommendations from the infill development steering committee will be implemented under a separate process, with staff assignments, development timing, and Plan Commission workshop scheduling to be determined, based on further discussion about the scope of each recommendation.

Public Open House and Online Survey
An open house was held August 30, 2016, in Spokane City Hall. The steering committee presented 25 preliminary recommendations for public consideration and discussion. Project staff collected comments and conducted an online survey. The results of the open house and survey are attached in Appendix B, Public Participation.

Plan Commission and City Council
The Plan Commission and City Council will hold public workshops and hearings in September and October. These events will provide additional opportunities to receive and consider additional public comments.

Goals and Evaluation Criteria

Guidance from the Project Charter and Comprehensive Plan

City Planning Department staff, along with a subcommittee of the Plan Commission and others, met between January and April 2016 to discuss the mission and goals of the project.

The team's mission is to enable and promote quality infill development in a manner that meets adopted policies in the City's Comprehensive Plan and other defined criteria. This development should provide a desirable mixture of affordable housing options to people of all income levels (Comprehensive Plan Goals H1 and H2); preserve existing housing stock where appropriate (Policy H3); sustainably realize density objectives (Goal LU 3); be designed to maintain and encourage attractive neighborhood character (Policy DP 3.8); be consistent with the Comprehensive Plan, adopted neighborhood plans and subarea plans; and be consistent with existing neighborhood character, and/or the neighborhood character envisioned in adopted neighborhood plans.

The goals of the project are to:

1. Communicate and review today's development standards and tools with descriptive graphics to illustrate implementation potential;
2. Develop recommendations to increase clarity and effectiveness of existing residential infill regulations;
3. Explore opportunities to better promote and encourage infill housing development in desired locations through potential changes in policies, code amendments, education and promotion strategies, and/or incentive programs;
4. Evaluate what, if any, further changes are needed to implement the City's Comprehensive Plan policies, and neighborhoods' visions as reflected in adopted neighborhood and subarea plans, for development of vacant or underdeveloped lots and parcels within an already built-up area; and
5. Establish a system to monitor trends in permit counts and valuation by area, and evaluate performance relative to the economy.

Finally, the project was organized according to four distinct phases to address its implementation. The first phase is to communicate and review today's standards. The second phase is gathering stakeholder input. Third, the project would identify citywide opportunities, and fourth, the project would identify geographic- or location-specific opportunities. Accordingly, the committee's recommendations are arranged according to these last two phases, citywide and location based, to acknowledge and assist this phasing.

Recommendation Impact/Feasibility Criteria

The project's purpose and desired communication outcomes from the public participation program (Appendix B) were used by groups within the committee in initial consideration during the workshops of the suggestions of the focus groups.

Impact is rated according to the following criteria:

- **How well does the recommendation address the infill project's purpose:**
    - Enable and promote quality development on vacant and underdeveloped lots and parcels in developed areas of the city and its urban growth area in a manner that:
        - Provides a desirable mixture of affordable housing options to people of all income levels, and sustainably realizes density objectives;
        - Is designed to maintain and encourage attractive neighborhood character;
        - Is consistent with the City of Spokane Comprehensive Plan, as well as adopted neighborhood plans and subarea plans; and,

        - Is consistent with existing neighborhood character, and/or the neighborhood character envisioned in adopted neighborhood plans.
- **How well does the recommendation address one or more of the project's communication objectives:**
    - Produce useful documents to describe today's development standards and tools.
    - Increase public awareness of the infill tools and allowable development products.
    - Dialogue with stakeholders that results in productive recommendations to increase opportunities for development and new housing on vacant or underdeveloped sites in built-up areas.
    - Develop an easy-to-follow report and recommendations for future action based on the project's findings.
    - Develop a plan for monitoring the effectiveness of infill development strategies developed through this process.

Feasibility is rated according to these following criteria:

- **How likely is the recommendation to be accomplished/implemented?**
    - Financial feasibility: Does the recommendation require new financial investment? Will it be possible to fund it? How?
    - Operational & legal feasibility: Is the recommendation legally and practically feasible?
    - Political feasibility: Are there political considerations that would prevent the recommendation from being viable? Is it sustainable in the event of a major leadership change?
    - Social feasibility: Would the recommendation be supported by the public?
    - Community partners: Are there community partners who are willing/able to collaborate?

City of Spokane Comprehensive Plan Policy

The City's Comprehensive Plan contains a land use plan map and policies to guide the City's activities in programming improvements, conducting business to form partnerships, and regulating development. A collection of relevant policies was prepared to assist in responding to the comments received in the focus group meetings. A portion of that list appears below. The full text of the City of Spokane's Comprehensive Plan may be found online:
static.spokanecity.org/documents/business/resources/mostrequested/comp-plan-2015-full.pdf

The following five goals and their supporting and related policies are particularly relevant to the infill development project. These goals were used in guiding the discussions in the focus group meetings and work materials:

H 1 AFFORDABLE HOUSING
Goal: Provide sufficient housing for the current and future population that is appropriate, safe, and affordable for all income levels.
Related Policies:

- H 1.16 Partnerships to Increase Housing Opportunities - *Create partnerships with public and private lending institutions to find solutions that increase opportunities and reduce financial barriers for builders and consumers of affordable lower-income housing.*

H 2 HOUSING CHOICE AND DIVERSITY
Goal: Increase the number of housing alternatives within all areas of the city to help meet the changing needs and preferences of a diverse population.
Related Policies:

- H 2.3 Accessory Dwelling Units - *Allow one accessory dwelling unit as an ancillary use to single family owner-occupied homes in all designated residential areas as an affordable housing option.*
- H 2.7 Taxes and Tax Structure - *Support state consideration of property tax reform measures that provide increased local options that contribute to housing choice and diversity.*

H 3 HOUSING QUALITY

Goal: Improve the overall quality of the City of Spokane's housing.

Related Policies:

- H 3.2 Property Responsibility and Maintenance - *Assist in and promote improved and increased public and private property maintenance and property responsibility throughout the city.*
- H 3.3 Housing Preservation - *Encourage preservation of viable housing.*

DP 3 FUNCTION AND APPEARANCE

Goal: Use design to improve how development relates to and functions within its surrounding environment.

Related Policies:

- DP 1.4 New Development in Established Neighborhoods - E*nsure that new development is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood.*
- DP 2.2 Zoning and Design Standards - *Utilize zoning and design standards that have flexibility and incentives to ensure that development is compatible with surrounding land uses.*
- DP 3.1 Parking Facilities Design - *Make aesthetic and functional improvements to commercial areas in order to improve their image, appeal, and sales potential.*
- DP 3.8 Infill Development - *Ensure that infill construction and area redevelopment are done in a manner that reinforces the established neighborhood character and is architecturally compatible with the surrounding existing commercial and residential areas.*

LU 3 EFFICIENT LAND USE

Goal: Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.

Related Policies:

- LU 1.3 Single-Family Residential Areas - *Protect the character of single-family residential neighborhoods by focusing higher intensity land uses in designated centers and corridors.*
- LU 1.4 Higher Density Residential Uses - *Direct new higher density residential uses to centers and corridors designated on the land use plan map.*
- LU 3.1 Coordinated and Efficient Land Use - *Encourage coordinated and efficient growth and development through infrastructure financing and construction programs, tax and regulatory incentives, and focused growth in areas where adequate services and facilities exist or can be economically extended.*
- LU 3.2 Centers and Corridors - *Designate centers and corridors (neighborhood scale, community or district scale, and regional scale) on the land use plan map that encourage a mix of uses and activities around which growth is focused.*
- LU 3.11 Compact Residential Patterns - *Allow more compact and affordable housing in all neighborhoods, in accordance with neighborhood based design guidelines*.
- LU 3.12 Maximum and Minimum Lot Sizes - *Prescribe maximum, as well as minimum, lot size standards to achieve the desired residential density for all areas of the city.*
- LU 4.1 Land Use and Transportation - *Coordinate land use and transportation planning to result in an efficient pattern of development that supports alternative transportation modes consistent with the*

transportation chapter and makes significant progress toward reducing sprawl, traffic congestion, and air pollution.

- TR 2.4 Parking Requirements - *Develop and maintain parking requirements for vehicles that adequately meet the demand for parking yet discourages dependence on driving.*
- TR 2.6 Viable Walking Alternative - *Promote and provide for walking as a viable alternative to driving.*
- TR 3.1 Transportation and Development Patterns - *Use the city's transportation system and infrastructure to support desired land uses and development patterns, especially to reduce sprawl and encourage development in urban areas.*

In addition to the policy text, the Land Use Plan Map of the Comprehensive Plan guides the location of development. This is important to what housing types are generally appropriate for development based on the location. For example, the highest densities possible with attached houses, according to The Housing Partnership (2003, p. 2) are about 22 units per acre. Center and Corridor designations in the Comprehensive Plan provide for mixed-use development and high-density housing, with units per acre constrained only by building height and floor area ratio, which varies according to the type of center (Spokane Municipal Code 17C.122.080). The Comprehensive Plan targets 32 units per acre for housing in the core of neighborhood centers, such as the one at South Perry Street and 9th Avenue, and up to 22 units per acre at the perimeter (Policy LU 3.2). For employment centers such as the nearby center along Sprague Avenue, the Comprehensive Plan designates a core of 44 units per acre transitioning again to 22 units per acre at the perimeter.

Other Adopted Policy

Subarea plans adopted as elements of the Comprehensive Plan by the City Council include the Fast Forward Spokane: Downtown Plan Update (2008). This subarea plan identifies several opportunity sites, interrelated strategies for different districts, and an overall complete streets model for implementation of a multi-modal transportation system Downtown.

Recommendation Priorities and Evaluation

The steering committee developed the following three groups of recommendation related to next-level planning efforts around infill development. The committee presents these for future research and planning efforts that will require further inquiry into the implementation methods, and identification of time and resources needed.

Each regulatory change proposed would require a separate, future public involvement process in addition to this recommendation by the subcommittee and acceptance by the Plan Commission and City Council.

The committee's individual recommendations are evaluated below. Recommendations were considered a higher priority if they help implement more of the relevant goals and if they score high on the impact-feasibility matrix. Higher priorities were identified by groups within the committee using a set of criteria to that achieve both high impact and feasibility, as described at right. As a next step, further discussion is required to analyze the feasibility of each item evaluated here, as the Plan Commission, City Council, and identified agencies consider how or whether to implement these recommendations.

The evaluation matrices below are the committee's recommendations arranged in three groups. The first group is assigned to those items for new processes ranked high-impact and high-feasibility. A second group of priority recommendations does not have both high impact and high feasibility. Finally, the third group regards adjustments or commitments to existing processes.

FEASIBILITY	LOW IMPACT HIGH
HIGH	**Quick wins:** "Low Hanging Fruit" with relatively small demands that may be worth pursuing **No Brainer** – biggest bang for your buck
LOW	**To be avoided:** Difficult to implement with little impact, rarely worth pursuing. **Tough,** but worthwhile

Evaluation of impact and feasibility made use of the matrix above and the criteria described under the Goals and Evaluation Criteria section, above.

High Impact | High Feasibility Recommendations

New processes ranked high-impact and high-feasibility.

Recommendation	Lead Dept. or Agency, if Implemented	Location	Notes	Initial Steering Committee Evaluation: Goals Implemented	Impact • Addresses project purpose/objective	Feasibility • Likely to be accomplished
Equal Ownership Opportunities C-7 Development regulations should provide equal opportunities for fee-simple divisions, owner and rental occupancy of individual higher-density housing units, such as attached housing and cottage housing, and accessory dwelling units. • ***Unit Lot Subdivision for New Development C-3*** Amend unit lot subdivision policy to allow new development for separately owned units that do not directly front on a public street and that addresses lot coverage, more permissive setbacks, and allows alley-only, private driveway, or alternative access (like cluster developments) for project sites with frontage on a street. • ***Dimensional Standards C-8*** Review and update dimensional and other standards such as smaller lot sizes to support attached housing and more efficient use of land, provided the overall maximum density of the development does not exceed its designated density.	City of Spokane – Planning; City Council	Citywide	Dimensional standards should be made the same for fee-simple attached housing as for multi-family structures. Examples include allowing attached housing on the same lot width as multi-family housing in the Residential High-Density (RHD) zoning district. See SMC Table 17C.110-3 There is moderate feasibility for the dimensional standards aspect of this recommendation.	H 1 Affordable H 2 Choice DP 3 Function LU 3 Efficient	**High**	**High**

Definitions:
Code Recommendations ("C") are those that suggest changes to existing sections of Spokane Municipal Code.
Programmatic Recommendations ("P") are those that involve changes to existing or new programs, and may initiate new sections of Spokane Municipal Code.
Improvement Recommendations ("I") are identified improvements to include as projects in an appropriate Capital Improvement Program or Local Improvement District.

High Impact | High Feasibility Recommendations

New processes ranked high-impact and high-feasibility.

Recommendation	Lead Dept. or Agency, if Implemented	Location	Notes	Initial Steering Committee Evaluation		
				Goals Implemented	Impact • Addresses project purpose/objective	Feasibility • Likely to be accomplished
Utility Rates and Connection Fees P-11 Restructure utility rates and/or connection fees for multifamily development so that they do not favor single-family development over multi-family.	City of Spokane – Planning/Utilities; City Council	Citywide		H 1 Affordable H 2 Choice LU 3 Efficient	**High**	**High**
Infill Development Education Campaign P-3 Prioritize the development and implementation of a robust Infill Development Education Campaign and Communication Plan that will increase awareness and understanding of the benefits of infill housing through consistent and ongoing communication with developers, property owners, and neighbors. Include additional marketing tools to promote infill development and dispel myths regarding infill housing; and, develop presentation and education materials regarding infill housing and its role as a tool to development quality, attractive housing for all income levels.	City of Spokane Office of Neighborhood Services; Community, Housing and Human Services ("CHHS") Affordable Housing Committee Planning re: Code amendments and Affordable housing	Citywide	A key component of the Education Campaign will be citizen involvement in the education process, and not only education by agency employees.	H 1 Affordable H 2 Choice H 3 Quality DP 3 Function LU 3 Efficient	**High**	**High**
Land Aggregation Entity P-7 Explore options to aggregate, hold, reuse, and/or resell existing and newly foreclosed, abandoned, and nuisance properties for better community use/benefit (e.g., a land bank).	City of Spokane – Office of Neighborhood Service/Asset Management; City Council Planning re: Code Change Private Organization	Citywide or Location-Specific	A new or existing nonprofit organization or agency might assume the role of a land bank or similar entity. A different, regulatory tool to encourage assembly of land large enough to redevelop is graduated density zoning.	H 1 Affordable H 2 Choice H 3 Quality LU 3 Efficient	**High**	**High**
Cottage Housing C-10 Cottage housing should allow for a portion of units with a higher maximum size and the ability to attach units and mix housing types.	City of Spokane – Planning; City Council	Residential Single Family (RSF) and Residential Agricultural (RA) Zones Citywide	Minimum unit size is set by the International Building Code. SMC 17C.110.350 currently limits all cottage units to a maximum of 1,000 square feet, including any attached garage, and units must be single, detached residences. Link to zoning map	H 1 Affordable H 2 Choice LU 3 Efficient	**High**	**High**

Other Recommendations for New Processes

These items would not have both a high impact and high feasibility. These items are ranked starting with highest feasibility to identify the 'low-hanging fruit' actions that might be readily integrated into a work program.

Recommendation	Lead Dept. or Agency, if Implemented	Location	Notes	Initial Steering Committee Evaluation		
				Goals Implemented	Impact • Addresses project purpose/objective	Feasibility • Likely to be accomplished
Housing Choices Gap Analysis P-4 Coordinate an analysis of gaps in housing choice with the intent of identifying tools, incentives, and code amendments necessary to encourage the development of housing forms that would reduce gaps in housing choice.	City of Spokane Planning	Citywide		H 1 Affordable H 2 Choice H 3 Quality LU 3 Efficient	**Moderate**	**High**
Land Management P-7d Improve management of existing and newly foreclosed, abandoned, and nuisance properties through code enforcement and other measures.	City of Spokane – Office of Neighborhood Service/Asset Management; City Council Planning re: Code Change	Citywide	This recommendation has a strong link to Land Aggregation Entity (P-7), which could offer more resources for cleanup of foreclosed properties. The City of Spokane (2016) Civil Enforcement Unit identified several measures to improve property management. Link to white paper. Examples: • Working with lenders/owners to clear title on properties • Pursuing nuisance abatement	H 1 Affordable H 2 Choice H 3 Quality	**Low**	**High**
Pocket Residential Development C-11 Pocket Residential Tool should be allowed outright in Residential Single-family (RSF) or with a conditional use permit rather than though a zoning change to Residential Single-family Compact (RSF-C).	City of Spokane – Planning; City Council	Residential Single-family (RSF) Zone Citywide	Link to zoning map	H 1 Affordable H 2 Choice LU 3 Efficient	**Moderate**	**High**
Transit-Oriented Parking Reductions C-5 Study reducing parking requirements for transit-oriented uses near bus routes with 15-minute weekday service.	City of Spokane – Planning	Near 15-Minute Weekday Transit Routes - Citywide	Currently, SMC 17C.230.130 provides that the planning director may approve reducing the minimum spaces required, considering proximity to transit. Such approvals are conditioned upon the project contributing toward a pedestrian and transit supportive environment next to the site and in the surrounding area. Parking reductions related to proximity to this type of transit should be made standard, rather than at the director's discretion.	H 1 Affordable H 2 Choice DP 3 Function LU 3 Efficient	**Moderate**	**High**
Manufactured Homes C-15 Review and update the manufactured home age and minimum size standards on lots outside of a manufactured home park; and, explore modifications to local mobile home park size and ownership models.	City of Spokane – Planning; City Council	Citywide	Current manufactured home regulations require that only new manufactured home units are allowed outside manufactured home parks. Only a unit comprised of two or more fully enclosed parallel sections each of not less than 12 feet wide by 36 feet long (864 SF). Roofing and siding material and roof pitch are regulated, with requirements to be set upon a permanent foundation and meet State energy code. Additional residential design standards may be warranted, but would be required to apply to all homes by State law. New manufactured home parks must be at least ten acres in size. SMC 17C.345. This recommendation should be closely linked to Design Standards C-2.	H 1 Affordable H 2 Choice	**Moderate**	**Low/Moderate**
Defer Development Fees C-6 Explore paying development fees (all development fees – permits, connection, GFCs, etc.) at the end of the project instead of the beginning to assist by reducing the carrying cost (Note: define "end of project" and explore the timing for payment of fees).	City of Spokane – planning/Utilities/ City Legal; City Council	Citywide	• Transportation impact fees currently can be deferred. This process should be looked at as an example to enacting this recommendation. • Section 17D.075.040 C Assessment of Impact Fees	H 1 Affordable	**High**	**Low**

Other Recommendations for New Processes

These items would not have both a high impact and high feasibility. These items are ranked starting with highest feasibility to identify the 'low-hanging fruit' actions that might be readily integrated into a work program.

Recommendation	Lead Dept. or Agency, if Implemented	Location	Notes	Initial Steering Committee Evaluation		
				Goals Implemented	Impact • Addresses project purpose/objective	Feasibility • Likely to be accomplished
Design Standards C-2 Create a committee of knowledgeable stakeholders who would facilitate the exploration of form-based, point-based or other system of menu options that extends design standards to all residential development types (including residential structures for which the predominant use/feature is a garage/shop). The development must comply with subarea plans and city design standards (Note: Encourage a committee of developers, designers and neighbors to facilitate the creation of a form-based, point-based or menu of options system).	City of Spokane – planning; City Council	Citywide	The committee is divided on this recommendation, with some committee members believing that further study and analysis is needed on the underlined text and applicability to all residential development types. The City/council should set aside funds to hire a consultant to work holistically on a set of design standards for all residential units, from single family to multi-family, and centers and corridors design standards. This recommendation should be closely linked to Manufactured Homes C-15.	H 3 Quality DP 3 Function	**Moderate**	**Moderate**
Foreclosure Properties P-7b Find tools to make upside-down/foreclosure (zombie) properties available for re-use or redevelopment.	City of Spokane – Office of Neighborhood Services ("ONS"); CHHS; City Council SNAP (Spokane Neighborhood Action Partners)	Citywide	This recommendation has a strong link to Land Aggregation Entity (P-7), which could offer more resources for re-use or development of foreclosed properties. The City of Spokane (2016) Civil Enforcement Unit identified several measures to redevelop foreclosure and bank real estate owned properties. Link to white paper. Examples: • GRIPS – a geographical real property information system to see scope and investment opportunities • Streamlining or expediting foreclosures • Public entity could acquire properties, give priority sales to neighbors, and credit documented landscaping and maintenance through partial lien forgiveness	H 1 Affordable H 3 Quality LU 3 Efficient	**High**	**Low**
Form Based Standards C-9 Enact a form-based strategy in appropriate locations, rather than standards for specific housing types.	City of Spokane – Planning; City Council	Likely Residential Areas near Downtown and Areas Near Centers - Citywide	Form-based standards for established neighborhoods are usually prescriptive to the desired form of construction. This strategy could be implemented through subarea planning in residential neighborhoods to allow additional housing types, such as attached, duplex, triplex, etc., as well as small retail uses, as appropriate, that respond to the neighborhood context because their form or appearance is similar. Form based strategies could include: • Removing owner-occupancy requirement for accessory dwelling units • Creating a 4-12 Unit Building Multi-Family Zone in Transition Areas This recommendation is less about use and more about form.	H 1 Affordable H 2 Choice H 3 Quality DP 3 Function LU 3 Efficient	**High**	**Low - Moderate**

Other Recommendations for New Processes

These items would not have both a high impact and high feasibility. These items are ranked starting with highest feasibility to identify the 'low-hanging fruit' actions that might be readily integrated into a work program.

Recommendation	Lead Dept. or Agency, if Implemented	Location	Notes	Initial Steering Committee Evaluation		
				Goals Implemented	Impact • Addresses project purpose/objective	Feasibility • Likely to be accomplished
Financing Solutions P-10 To reduce barriers and encourage infill development, pursue strategies that mitigate the impact of low-value market areas on new development. Areas with large numbers of deteriorating houses can impact property appraisal of more well-kept homes and create barriers to new development.	City of Spokane – CHHS/Planning/Code Enforcement; City Council Neighborhood stakeholders	Likely Residential and/or Commercial Areas in Neighborhoods with Unusually Low Property Values	There are many potential tools available to combat the impact of low-value market areas, including, but not limited to, local target areas. The U.S. Department of Housing and Urban Development (HUD) may be a general funding source for many potential programs. Code enforcement can impact appraisals as well – this needs to be connected/linked to any new programs impacting appraisals.	H 1 Affordable H 2 Choice H 3 Quality LU 3 Efficient	**High**	**Moderate**
Integrated Parking Strategy P-1 Develop an Integrated Parking Strategy for Downtown Spokane. This could include expanding City Parking Services role in parking, the development of publicly owned parking structures, offering incentives for the development of structured parking or integrated structured parking, and/or developing a coalition of interested parties.	Downtown Spokane Partnership ("DSP"); City of Spokane	Downtown	Investigate potential to link to the Multiple Family Tax Exemption (C-14) recommendation and other strategies. An integrated parking strategy is currently being pursued in the University District.	H 1 Affordable DP 3 Function LU 3 Efficient	**High**	**Moderate**
Incentivizing Redevelopment of Existing Surface Parking and Underdeveloped Land P-2 Study the feasibility of creating a non-residential highest and best use taxation, or alternative use category other than undeveloped land, to address vacant lots, underdeveloped land, and surface parking lots Downtown.	City of Spokane –City Council/Admin Greater Spokane Incorporated; DSP	Downtown	Types of parking taxes include commercial parking taxes, which apply to priced parking, and non-residential parking taxes, which apply to both priced and unpriced parking. House bill HB2186 proposes to enable a non-residential parking tax statewide. Link to House Bill	H 1 Affordable DP 3 Function LU 3 Efficient	**Low**	**Moderate**
Pave Unpaved Streets & Alleys near Centers I-1 Unpaved streets and alleys, specifically alleys near Centers and Corridors and the Targeted Incentive Areas, should be paved to encourage infill development. Local Improvement Districts (LIDs) are a revenue source for paving streets and alleys in any location – reconsider recent changes to the LID ordinance that set a higher threshold for approval of LIDs.	City of Spokane – Planning/Integrated Capital management; City Council	Areas around Centers, Corridors, and the Targeted Incentive Areas	Link to zoning map; link to interactive Target Area Incentives map LID may be the only reliable source of revenue for unpaved streets and alleys. In order to impact targeted areas, consider a wholesale re-evaluation of LID program, including resetting locally adopted requirements to State levels.	H 1 Affordable H 2 Choice H 3 Quality LU 3 Efficient	**High**	**Moderate**
Increased Code Enforcement Activities P-12 Increase the ability of code enforcement to respond to complaints and develop other possible solutions for code violations, degrading properties and unmaintained vacant land. Explore establishing proactive code enforcement and / or revising substandard building code as possible options with ONS working with the Community Assembly as a partner.	City of Spokane – ONS / Community Assembly	Citywide		H 3 Quality	**High**	**Moderate**

Recommendations to Ongoing Processes

These recommendations relate to adjustment to or continuation of an existing City of Spokane program or Spokane County process. The items may be monitored for effectiveness in enabling infill development.

Recommendation	Lead Dept. or Agency, if Implemented	Location	Notes	Initial Steering Committee Evaluation		
				Goals Implemented	Impact • Addresses project purpose/objective	Feasibility • Likely to be accomplished
Developable Lands P-6 Produce and promote a developable lands inventory and map to assist developers in identifying sites with infill development potential and explore methodologies to capture data on availability of developable lands.	City of Spokane – Planning/Info. Technology; Spokane County, cities	Citywide	Available lands inventory is in process with Assoc. of Realtors and Spokane County. City of Spokane Planning Department is studying how to make existing data accessible to the public in 2016 via online mapping.	H 2 Choice H 3 Quality LU 3 Efficient	**High**	**High**
Targeting Infill Incentives C-1 Incentivize infill within and in close proximity (quarter-mile) of historically urban and urban core centers and corridors with current and new incentives. Continue to confine some incentives to or increase incentives in these areas and support the next phase of economic development and incentive work underway at the City.	City of Spokane – Planning (Economic Development Team); City Leadership/Council	Target Areas within and near Urban and Urban Core Centers and Corridors	This recommendation should be strongly tied to both the Multiple-Family Tax Exemption C-14 and Targeted Investment Strategy P-5 recommendations. Link to interactive Target Area Incentives map The committee would recommend reductions to or elimination of transportation impact fees in targeted areas.	H 1 Affordable H 2 Choice H 3 Quality LU 3 Efficient	**High**	**High**
Multiple-Family Tax Exemption C-14 Maintain and expand the Multiple-Family Tax Exemption to targeted qualifying sites. Expand the program through education. Explore extension of 12-year program to apply to workforce housing (i.e., household incomes above low-income) and consider using the City's authority under MFTE to increase opportunities for mixed-income development based on area context.	City of Spokane – Planning; City Council	Target Areas to Be Determined	Link to the map of the Multiple Family Tax Exemption Area - SMC 08.15.030(E) Mayor's Housing Quality Task Force discussed a recommendation that is opposite/more difficult. This recommendation should be strongly linked to both the Targeting Infill Incentives C-1 and Targeted Investment Strategy P-5 recommendations.	H 1 Affordable H 2 Choice H 3 Quality LU 3 Efficient	**High**	**High**
Targeted Investment Strategy P-5 Continue to identify additional potential areas for development and incentivize development in those areas, such as the targeted investment areas.	City of Spokane – Planning (Economic Development Team); City Council	Target Areas to Be Determined	The targeted investment strategy should be strongly tied to both the Targeting Infill Incentives and Multiple Family Tax Exemption recommendations.	H 2 Choice H 3 Quality LU 3 Efficient	**High**	**High**
Pedestrian Infrastructure I-2 Increase and prioritize, when possible, public investments in streets to create walkable, safe public right-of-ways that conform to City standards and facilitate infrastructure in accordance with the City of Spokane's (2015c) Pedestrian Master Plan "Pedestrian Prioirity Zones" and target areas (bike/pedestrian-related infrastructure).	City of Spokane – Integrated Capital Mngmnt, Engineering and Streets/ Interdepartment (LINK)	Pedestrian Priority Zones and Target Areas	This recommendation should be coordinated with work by the Plan Commission transportation subcommitee to review of Comprehensive Plan, Chapter 4, Transportation. This work should also be coordinated with the projects funded by the vehicle tab fees and selected by the Citizen's Transportation Advisory Board.	H 1 Affordable H 2 Choice H 3 Quality LU 3 Efficient	**Moderate**	**High**

Note: The committee recognized the need for the School District to identify and implement more efficient patterns of development and land use. However, it was agreed that such recommendation to the school district was outside of the purview of this sub committee's role.

References

Housing Partnership, The. (2003). *Filling in the spaces: Ten essentials for successful urban housing.* Retrieved September 7, 2016, from https://static.spokanecity.org/documents/projects/infillhousing/filling-in-the-spaces.pdf

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_____. (2008). *Fast forward Spokane: Downtown plan update.* Retrieved September 9, 2016, from https://static.spokanecity.org/documents/business/resources/compplan/subarea/fast-forward-downtown-plan-update.pdf

_____. (2015c). *Pedestrian master plan.* Retrieved October 4, 2016, from https://static.spokanecity.org/documents/projects/pedestrianplan/spokane-pedestrian-plan-adopted-2015-11-02.pdf

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Spokane County Planning Technical Advisory Committee. (2015). *Population forecast and allocation: Periodic update under the Growth Management Act 2017 to 2037.* Retrieved September 8, 2016, from https://static.spokanecity.org/documents/projects/shapingspokane/population-forecast-and-allocation.pdf

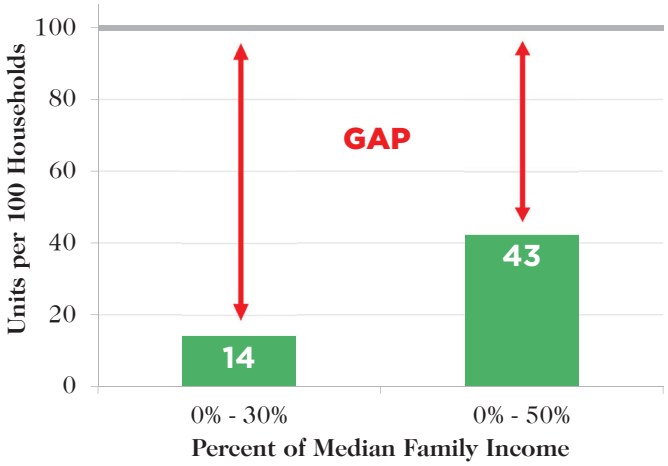
SPOKANE AREA



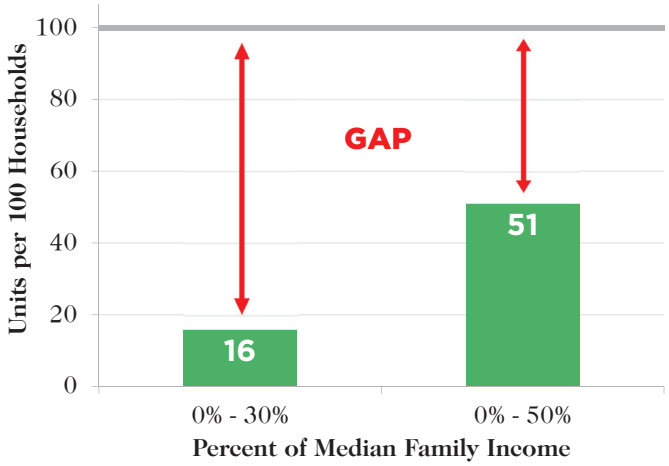
- Population: 389,272
- Area: 166 miles²
- Households: 157,490
- Median Family Income: $62,900
- Low-income Renter Households: 40,032
- Subsidized Housing Units: 8,103

Affordable Housing Gap

Affordable and Available Housing Units for Every 100 Households



Forecasted Affordable and Available Housing Units for Every 100 Households in 2019

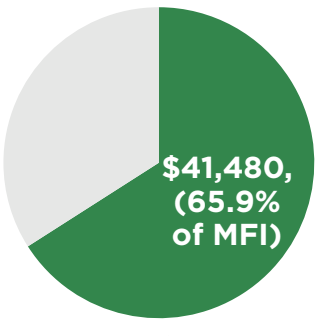


Housing Market

How Much of the Median Family Income (MFI) Must a Household Earn to Afford Rent?

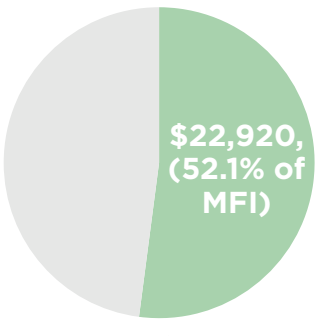
4 people / 3 bedrooms

Fair Market Rent: $1,037



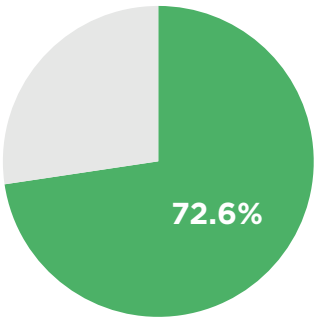
1 person / 1 bedroom

Fair Market Rent: $573



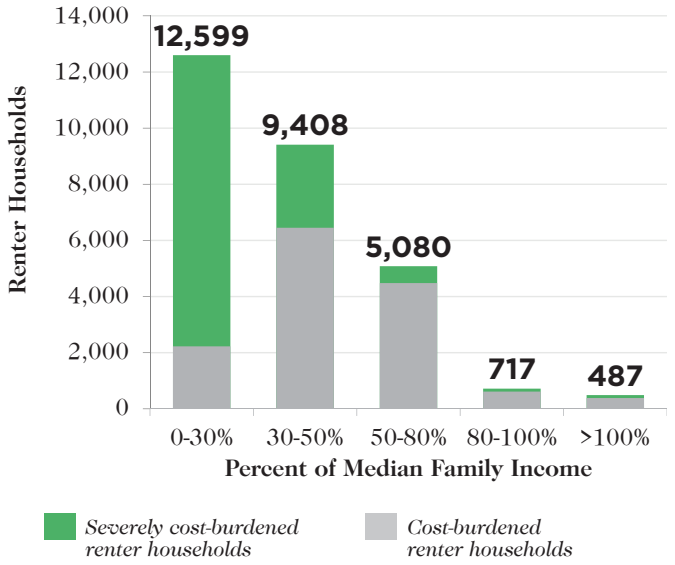
How Much of the Housing Stock Can the Median Family Income Afford to Buy?

Maximum Affordable Home Value: $243,493

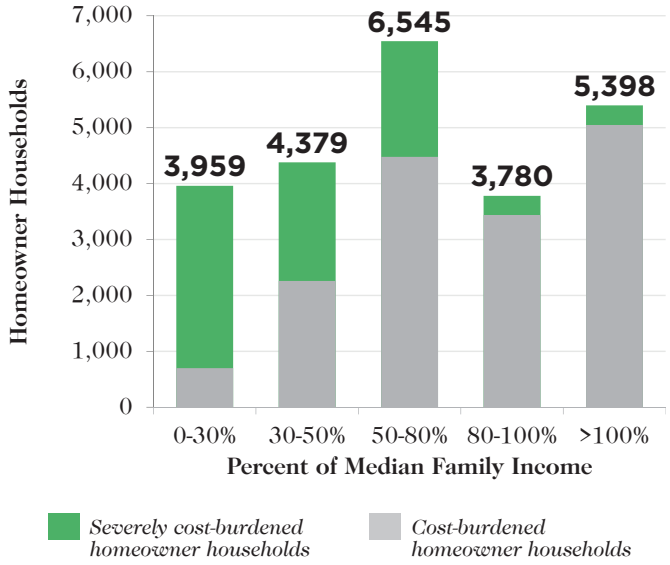


Cost Burden

Cost-Burdened **Renter** Households

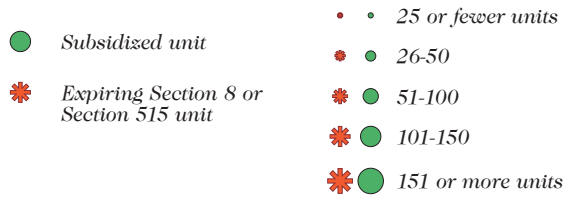


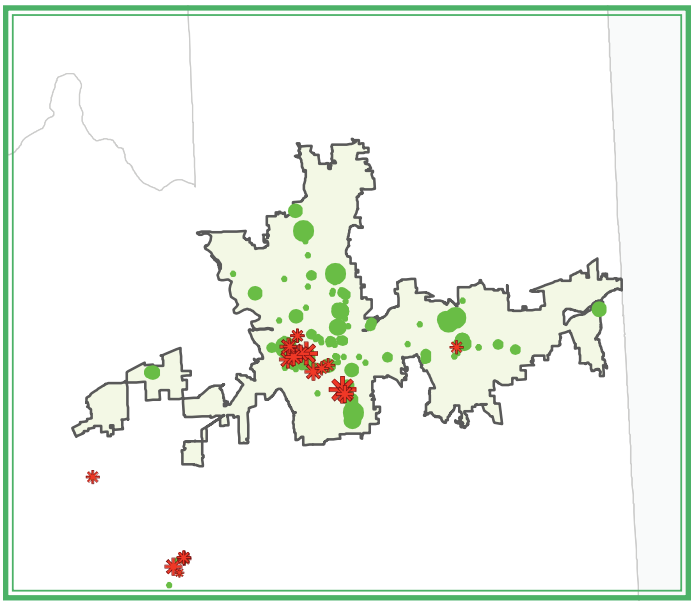
Cost-Burdened **Homeowner** Households



Subsidized Housing Inventory

Subsidized Housing Units, Including Those That Are Scheduled to Expire by 2017





Subsidized Inventory Characteristics

Sites: 153

Units: 8,103

Section 8/Section 515 units set to expire by 2017: 967

Are There Enough Subsidized Units for Eligible Renter Households at Different Income Thresholds?

% of Median Family Income	Renter Households	Subsidized Units for Which They Are Eligible* #	Subsidized Units for Which They Are Eligible* %	Units per 100 Households
0% - 30%	14,822	6,420	100.0%	43
30% - 50%	11,760	3,823	59.5%	33
50% - 80%	13,450	712	11.1%	5
80% - 100%	6,038	80	1.2%	1

** Income eligibility was not available for all units in the inventory*

Substantive Public Comments Received - updated December 13, 2017

Date	Name	Comment Summary	Subject of Comment	Comment Start page
10/15/2017	Gilliland, Merle	Cottage housing is totally out of character with surrounding neighborhood. Request that cottage housing not occur on Five Mile Prairie	Cottage Housing	5
10/16/2017	Curryer, Alan	Requests floor area larger than 1200 square feet per unit, flexibility in achieving appearance goals of attached unit homes abutting streets.	Cottage Housing	12
10/25/2017	Arnold, Tom	Require fire suppression systems to save lives and structures. Consult with each neighborhood council to determine limitations/boundaries. Make sure sidewalks and transit serve areas allowed.	Cottage Housing	15
11/2/2017	Gilliland, Merle	Vacant parcels in 5-Mile not appropriate for small houses or cottage housing.	Small Houses, Cottage Housing	18
11/2/2017	Bennett, Marcella	Vacant parcels in 5-Mile not appropriate for small houses or cottage housing.	Small Houses, Cottage Housing	19
11/2/2017	McKee, Kevin	Great options to add to the tool bag for providing affordable housing.		20
11/2/2017	**General Open House Comments - Summaries**			**21**
11/6/2017	Whitten, Arthur	Recommend removal of required variety in design.	Cottage Housing	23
11/6/2017	Frank, Jim	Supports proposal. Need different set of standards for townhouses with alley access. Recommends deleting provisions for variety of unit building design.	Compact Lot Standards, Pocket Residential, Unit Lot Subdivision, Cottage Housing	28
11/8/2017	Farnham, Carol	Opposed to pocket residential housing in West Central neighborhood.	Pocket Residential	30
11/15/2017	Clark, Marshall	Supports proposal. Allow for garages without reducing the floor area of the unit.	Cottage Housing	32
11/15/2017	Forman, Bill	Peaceful Valley Neighborhood Council supports changes. Supports small home development.	Cottage Housing, Pocket Residential, Compact Lot Standards	35
11/15/2017	Brake, Gene	Opposes proposal.	Pocket Residential, Compact Lot Standards	37
11/16/2017	**Facebook Live Post Questions and Comments**			**39**
12/6/2017	West Central Neighborhood Council	Concerned about allowing compact lot standards and pocket residential in areas that are not near Centers and Corridors without a rezone.	Pocket Residential, Compact Lot Standards	46

Date	Name	Comment Summary	Subject of Comment	Comment Start page
12/7/2017	Community Frameworks	Supports changes. Should limit cottage housing attached unit homes only by size, rather than also limiting number of units per building. Allow offices in community building for property manager/social support. Require smaller development fees for smaller parcels or units. Supports reduction in lot width minimum.	Cottage Housing, Compact Lot Standards	47
12/8/2017	Kirby, Steve	Slightly supports proposal. Consider rezoning areas to increase density in city based on growth and services available.		49
12/12/2017	Bennett, Marcella	Only changes that preserve area character, and that are in the best interest of homeowners, should be incorporated.		52
12/13/2017	Brownlee, Kevin	Prefers areas near Centers and Corridors rather than STA high-frequency routes to achieve balance between neighborhood character and development interests.	Compact Lot Standards	55

From: Gwinn, Nathan
To: "Merle Gilliland"
Cc: "Marcella Bennett"; Condon, David; Key, Lisa
Subject: RE: Cottage Housing & Pocket Residential Code Amendments
Date: Monday, October 16, 2017 11:18:01 AM

Good morning Mr. Gilliland,

Thank you for your comment. I will include this message, as well as the written comment sheets and letter you submitted in September 2016, in the packets and public record for this file. For more information, please visit the project webpage:

https://my.spokanecity.org/projects/infill-housing-strategies-infill-development/

Sincerely,

Nathan Gwinn | Assistant Planner | City of Spokane

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Merle Gilliland [mailto:m.gilliland5@yahoo.com]
Sent: Sunday, October 15, 2017 8:37 PM
To: Gwinn, Nathan
Cc: Marcella Bennett; Merle Gilliland; Condon, David; Key, Lisa
Subject: Cottage Housing & Pocket Residential Code Amendments

Mr. Gwinn,

I understand the City's need to plan for the continuously growing housing needs. I have previously provided written comments as well as testimony of my concerns with the implementation of In-Fill with Cottage Housing on the Five Mile Prairie. Please include my previous comments in your packets to the Plan Commission and City Council. The City has identified numerous undeveloped parcels within the Five Mile Prairie area that, if developed, would be attractive to a developer for Cottage Housing. As I previously pointed-out such would be totally out of character with the surrounding neighborhood. The existing families have a lot at risk with such In-Fill projects. These families have tremendous investments in their homes. I have not seen any data that would indicate In-Fill housing incorporated into these neighborhoods would not cause depreciation of property values of surrounding housing.

My only experience with such Cottage Housing in Spokane is the recently almost completed Ledge on Five Mile Road. This development is totally within a neighborhood of the typical single family detached homes and totally our of character of the neighborhood.

Along with the City's pursuit of a code for Cottage Housing I respectively request protections for the families on the Five Mile Prairie such that cottage housing will not

occur in their neighborhoods.

Thank you for your consideration.

Merle Gilliland
3007 W Horizon Avenue
Spokane, WA 99208

Infill Development Steering Committee Meetings

Date: 9/13/2016

Do you wish to provide verbal comments? Yes X No _____

PLEASE NOTE: Public comments are limited to three minutes each. Time for public comments will be provided at the end of the meeting.

I would like to yield my time to: NAME: _____

Comments: INTERESTED IN POLICY ON IN-FILL PROJECTS

(Please PRINT legibly)

NAME: MERLE GILLILAND

STREET ADDRESS: 3007 W HORIZON AVE

CITY: SPOKANE STATE: WA ZIP: 99208

Phone Number: 509-847-5888 E-mail Address: m.gilliland5@yahoo.com

Merle Donald Gilliland
3007 W. Horizon Ave. Spokane, WA 99208
M. 509 847 5888 H. 509 474 9294
E-mail: m.gilliland5@yahoo.com

September 14, 2016

Lisa Key, Director
Planning and Development
City Hall, Third Floor
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Re: Planning for Spokane's Growth – 20 Year Plan
Infill Development Project
Infill Development Steering Committee's Report on September 13, 2016

Dear Director Key,

I appreciate the efforts of Nathan Gwinn, Omar Akkari, Melissa Owen and Tami Palm in preparing the report for the Infill Development Steering Committee. This task is a major effort and your staff is handling it in a very professional manner. I trust that my comments will be given due consideration.

A healthy city needs to grow and one needs to plan for that growth in order to remain healthy and to continue to improve upon the quality of life for the residents. In accommodating this growth in an orderly manner one needs to look at expanding the borders of the city, opportunities for infill development and changing zoning for higher density development where appropriate. This also provides an opportunity to create incentives to rid the city of blight areas. I witnessed this in Sacramento in the 1960's when many dilapidated buildings were taken down and new development sprung up; that re-vitalized the downtown area.

Opportunities for meeting housing needs for the broad spectrum of society must be included in a 20 year plan.

While looking at infill opportunities, the city has the responsibility to build in protections for established and well maintained neighborhoods. Approving plans for an infill project on small parcels of land within an established neighborhood of single family detached homes with a project of a much greater density is going to generate some homeowner unrest and possibly anger. I have been the victim of such groups getting organized and creating very powerful political objections to growth in Moraga, California, such that they overturned the city's process of approving planning standards.

The Five Mile Prairie area, approximately six miles from the downtown core area, has small and large undeveloped areas within the residential neighborhoods. In looking at possible densities the Planning Department may have to look into site specific detail as to acceptable densities while pursuing the goal of planning for expected growth. In the

planning process it may be necessary to look at being site specific for allowable densities. A density designation for a twenty acre infill parcel may differ from a density for an infill parcel of two acres.

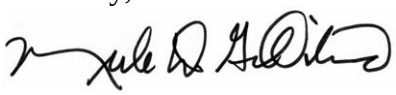
When I mentioned that this current recession at the Infill Development Project Meeting on September 13th, for which we have not fully recovered, caused residential property values to drop as much as 37% the reaction included some prominently furrowed eyebrows. The number is a real number. Families that purchased homes in 2007 - 2008, most likely experienced such a loss in value. A number of homes in the Five Mile Prairie area were purchased in the 2007 - 2008 period. The City must be sensitive of this factor in pursuing policy that may have the effect of reducing property values.

The City of Spokane is a great place in which to live. Growth of the City is in all our best interests. How to proceed with this planning for growth is a real challenge. It is my hope that the residents of the Five Mile Prairie will get engaged in the process and provide helpful support.

Please find a vehicle whereby the residents of Five Mile Prairie are kept informed of your progress with this planning effort with appropriate notices.

Thank you.

Sincerely,



Merle D. Gilliland

CC Mayor Condon

Infill Development Steering Committee Meetings

Date: 9/22/2016

Do you wish to provide verbal comments? Yes X No _____

PLEASE NOTE: Public comments are limited to three minutes each. Time for public comments will be provided at the end of the meeting.

I would like to yield my time to: NAME: _____

Comments: INTERESTED IN HOW PROGRAM WOULD AFFECT FIVE MILE PRAIRIE AREA

(Please PRINT legibly)

NAME: MERLE GILLILAND

STREET ADDRESS: 3007 W HORIZON AVE

CITY: SPOKANE STATE: WA ZIP: 99208

Phone Number: 509-947-5884 E-mail Address: m.gilliland5@yahoo.com

From: Alan Curryer
To: Gwinn, Nathan
Subject: RE: comments on proposed revisions to Cottage Housing
Date: Monday, October 16, 2017 4:43:59 PM

Thanks so much. I look forward to learning more as these new rules are finalized.

Alan Curryer
CEO

Rockwood Retirement Communities
2903 E 25th Ave.
Spokane, WA 99223
T: 509-536-6845
F: 509-536-6662
www.rockwoodretirement.org

From: Gwinn, Nathan [mailto:ngwinn@spokanecity.org]
Sent: Monday, October 16, 2017 4:27 PM
To: Alan Curryer <Alan@rockwoodretirement.org>
Cc: 'Kay Murano' <kay@slihc.org>; Key, Lisa <lkey@spokanecity.org>; Black, Tirrell <tblack@spokanecity.org>
Subject: RE: comments on proposed revisions to Cottage Housing

Mr. Curryer,

Thank you for your comments. I will include the message in the public record for the file.

Cottage housing allows slightly more units per acre than other development. For information, the floor area proposed is an increase over the existing 1,000 square foot limitation, and the purpose is to preclude larger households than might occupy the site if the house sizes are smaller. The city already has 3-bedroom units developing under the 1,000 square foot standard.

However, please note that another aspect of this proposal is to allow pocket residential development – which does not have the associated increase in number of units per acre, and therefore the floor area limit becomes determined by the site area – generally more than 2,000 square feet average at maximum densities in most of the same areas where cottage housing is now allowed. A similar cottage-style development with as few as two housing units would therefore be possible on separate lots and larger homes, under the separate pocket residential section (SMC 17C.110.360), and without being limited to the cottage housing standards. In other words, a developer could do a project similar to cottage housing but with larger homes on newly created

separate lots, as long as the additional density is not necessary for the project.

Yes, while there is a minimum of four units proposed for cottage housing, there is no maximum number of units in the contemplated rules.

There is some flexibility built into the design guideline that each attached unit home abutting a public street be designed to appear like a detached single-family home. The only attached unit home I found in the handout is built away from the public street. As with the floor area limitation, this design guideline as proposed would not apply to pocket residential development, only to cottage housing.

A public hearing for this proposal has not been scheduled yet. I will pass along the public notice when that has been scheduled, as well as other opportunities for comment in the meantime.

Sincerely,

Nathan Gwinn | Assistant Planner | City of Spokane

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Alan Curryer [mailto:Alan@rockwoodretirement.org]
Sent: Monday, October 16, 2017 1:05 PM
To: Gwinn, Nathan
Cc: Kay Murano
Subject: comments on proposed revisions to Cottage Housing

I was pleased to learn that the City is looking at revision to the rules to provide "Cottage Housing". We have been contemplating different neighborhood models for senior living housing and the new rules are pretty much right on the mark with what we have in mind.

One comment I would like to share and ask that you consider is to increase the permitted size of the housing units. While 1200 might work just fine in some circumstances, having the ability to provide units in the 1400 – 1500 foot range would broaden the pool of interested seniors. I don't feel units of this size are so large as to detract from the neighborhood concept or preclude the development from blending in well with most of Spokane's neighborhoods.

Also, I am unclear as to how many units are permitted in the contemplated rules? I see that there must be a minimum of four, but would there be a maximum so long as the various requirements for common space and everything else are met?

The proposed rules state that attached unit homes abutting public streets shall be designed to appear like a detached single family home. My hope is that there will be sufficient flexibility in the final rules so that the developer would have flexibility in how to achieve this and that the only solution acceptable would not by as depicted in hand out provided.

That's it for my comments. I won't be able to attend the hearing but want you to know you have our

support.

Alan Curryer
CEO

Rockwood Retirement Communities
2903 E 25th Ave.
Spokane, WA 99223
T: 509-536-6845
F: 509-536-6662
www.rockwoodretirement.org

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Important: The information contained in this e-mail is privileged and confidential. This information is intended for the addressee only. If you have received this information in error, please destroy the documents immediately and notify the sender at the above address by using the reply button. Use and release of this information is strictly limited by the current Health Insurance Portability and Accountability Act (HIPAA).

From: Gwinn, Nathan
To: "Arnold, Tom"
Cc: Kokot, Dave
Subject: RE: Draft amendments to Cottage Housing and Pocket Residential
Date: Wednesday, November 01, 2017 10:00:02 AM
Attachments: image002.png
image003.png
image004.png

Good morning Tom,

Thank you for taking time to look over the initial working draft and provide your comments. I have provided responses to the items in your message below.

1) The definition of building coverage in SMC 17A.020.020 includes roofs and covered and uncovered decks, and no change is proposed to building coverage for development by zone in this ordinance. Stormwater treatment will be provided on site, with review specific to each new development project, and requirements dependent on conditions at the project site.

2) Dave Kokot, Fire Protection Engineer, who is copied above, provided the following information:

Building and Fire Codes are required to be met. For example, the Fire Code applies to single-family, two-family, and townhouse dwellings in regards to site fire flow and site access.

Fire sprinklers are required for one or two-family residential developments (including townhouses) where the number of dwelling units exceeds 30 on a single fire access road. Access is also required to be provided from approved fire apparatus setup locations to within 150' of all points around the dwelling along an acceptable path of travel (meaning pathways and not across lawns that could be covered with snow). Access roads for fire apparatus need to be a minimum of 20' clear width, 13'-6" clear height, constructed of all-weather surface with a minimum 28' internal and 50' external radius. Grass block is not acceptable. An approved turn-around (culdesac or hammerhead meeting the Municipal Fire Code dimensions) is required for dead-end fire lanes that exceed 150'.

Fire hydrants are to be located within 600 feet of all points around dwellings along an acceptable path of travel. For single family residential infill projects in existing developed areas, fire hydrants are allowed to be within 500 feet of the property line along an acceptable path of travel (SMC 17F.080.321), but they still need to comply with the distance around the dwelling.

As fire sprinklers are not required for one or two-family dwellings and townhouses, we waive the requirements for both site access and site fire flow when they are installed. For developments with more than 30 dwelling units on a single access road, the site access and fire flow is still required to be met as fire sprinklers would be required.

If you have any questions regarding this, please let me know.

3) The floor area for each unit is limited in cottage developments, and the total floor area ratio (FAR)

would continue to apply for each site for developments using pocket residential or the compact lot standards. No changes to density are proposed except for the possibility of an additional 20 percent for cottage developments whose units are all detached (min. 10 feet apart) and not more than 500 sq. ft. each.

4) The decision criteria under SMC 17G.060.170 require that development standards for parking (minimum one space per unit plus one space for each bedroom over three), and the concurrency requirements of chapter 17D.010 SMC, be met at the time of development. Proximity to 15-minute frequent transit service has been part of the discussion for the compact lot standards, but is not part of the proposed draft at this time for this round of amendments.

Sincerely,

Nathan Gwinn | Assistant Planner | City of Spokane

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Arnold, Tom [mailto:arnold@coffman.com]
Sent: Wednesday, October 25, 2017 9:18 AM
To: Gwinn, Nathan
Subject: RE: Draft amendments to Cottage Housing and Pocket Residential

Nathan,

Thanks for sending the below information. Being a Civil Engineer and previous City Engineer for the City of Spokane (2004 thru 2007) I have a couple of comments that you may have already been heard or addressed:

1) Increasing the impervious density of areas (ie roofs, walkways, garages, patios) in the City where there are poor draining soils; such as 5 Mile and Moran Prairie; may really exacerbate stormwater runoff and flooding problems. Is that being looked at – especially for adding cottage housing in existing established neighborhoods?

2) To address limited fire access and increased density with these types of development; are there discussions about requiring fire sprinklers for these residential units. The ability to fight and preserve adjacent homes from fire would be even more critical and adding the requirement for fire sprinklers for these units would really help give folks time to get out (save lives) and fire fighters a better chance at saving adjacent structures.

3) As you may be aware, this has been a hotly debated issue historically around university and CC campus areas, where the growth in student population has essentially decimated existing neighborhoods with cottage type units where home owners tend to pack in students to this type of existing and new cottage type garage/housing (best example Logan Neighborhood). Are there any discussions on preserving or specifically specifying or limiting the boundaries for this type of new development? Would need to be vetted w/ each neighborhood council.

4) Traffic and parking may become a real issue. I suggest that the City make sure sidewalks and STA bus routes robustly serve an area where this is allowed to help minimize the need for more automobiles.

Thanks for the opportunity to comment.

Sincerely,

Tom Arnold, P.E., LEED AP
Principal, Civil Engineering

Coffman Engineers, Inc.
p 509.328.2994 | f 509.328.2999 www.coffman.com

From: Gwinn, Nathan [mailto:ngwinn@spokanecity.org]
Sent: Friday, October 13, 2017 12:45 PM
To: Gwinn, Nathan <ngwinn@spokanecity.org>
Subject: Draft amendments to Cottage Housing and Pocket Residential

Good afternoon Infill Development Project Contacts,

I have attached a working draft of the cottage housing and pocket residential code amendment, the first of a series of ordinances that will be presented to the City Plan Commission beginning this fall. A public open house has been scheduled **November 2, 2017 from 4:00 to 6:30 PM** at West Central Community Center, 1603 N. Belt Street in Spokane. The draft text also includes a briefing paper and frequently asked questions to provide additional information.

Following last year's Infill Development Steering Committee recommendation, these first proposed code amendments are to Cottage Housing (SMC 17C.110.350) for larger unit floor area, additional house types, and subdivision of internal units. The draft includes slight corresponding increases in height, attention to design standards for development perimeters (to improve the transition and overall compatibility with the surrounding neighborhood), and to allow this form of development in the Residential Two-family (RTF) zone, in addition to areas currently allowed. Within the cottage housing process, additional bonus increase to the number of units allowed per acre is being considered for tiny housing projects (with smaller dwelling units and a community facility). I also attached summaries of proposals, to be updated on the project webpage as the draft evolves.

In addition to cottage housing, amendments are proposed to allow Pocket Residential (private access and new lots, in developments between 0.2 and 1.5 acres; SMC 17C.110.360), and some smaller lots, in the Residential Single-family (RSF) zone, but without any changes to aggregated (combined) housing units permitted per acre of land for these development tools. This would allow subdivisions of remaining irregular shaped land at the density already designated by the Comprehensive Plan. Unlike cottage housing, Pocket Residential does not permit an increase in the housing units per acre allowed, so developments using pocket residential and compact lot standards would be subject to similar development standards (height, setbacks) as surrounding development, with more limited design standards than required for cottage housing. More information can be

viewed online at the project webpage: https://my.spokanecity.org/projects/infill-housing-strategies-infill-development/

Please review the draft text to consider whether the amendments to the Development Code will meet the community's needs. The City seeks feedback about how the proposal is consistent with its Comprehensive Plan provisions; relevant policies are attached.

The procedure for text amendments to the development code is in SMC 17G.025.010. I will provide additional information soon regarding the process and opportunities for participation.

Thank you for your time and attention,

Nathan Gwinn | Assistant Planner | Planning & Development

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

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SPOKANE

COMMENT SHEET
Open House for Infill Development Project
November 2, 2017
For more project info visit:
my.spokanecity.org/projects/infill-housing-strategies-infill-development/

Name: MERLE GILLILAND

ADDRESS: 3007 W HORIZON AVE., SPOKANE **PHONE NUMBER:**

E-MAIL CONTACT: m.gilliland5@yahoo.com

FIVE MILE PRAIRIE THERE ARE NUMEROUS IN-FILL PARCELS. THE IN-FILL OF THESE VACANT PARCELS ARE INAPPRIPRIATE FOR COTTAGE HOUSING AND/OR SMALL HOUSES & SHOULD BE BUILT-OUT WITH HOUSING CONSISTANT WITH SURROUNDING HOUSES.

Please feel free to share your questions, comments or concerns with us!

Postal Mail – fold this comment card in thirds, add postage and drop in the mail

Phone – call us at #625-6983

E-mail – write to us at ngwinn@spokanecity.org

Thank you…We look forward to hearing from you!

Planning & Development Services, City of Spokane

COMMENT SHEET
Open House for Infill Development Project
November 2, 2017
For more project info visit:
my.spokanecity.org/projects/infill-housing-strategies-infill-development/

Name: MARCELLA BENNETT

ADDRESS: 3807 W. HORIZON AVE, SPOKANE **PHONE NUMBER:**

E-MAIL CONTACT: MARCELLABENNETT@hotmail.com

FIVE MILE PRAIRIE IS NOT AN APPROPRIATE LOCATION FOR COTTAGE HOUSING OR OTHER SMALL HOUSES. THE IN-FILL PARCELS SHOULD BE BUILT. BUT WITH HOUSES CONSISTENT WITH THE EXISTING. THE EXISTING FAMILIES HAVE INVESTED HEAVILY IN THEIR HOMES & SHOULD SUFFER IF COTTAGE HOUSING WERE TO BE BUILT THERE.

Please feel free to share your questions, comments or concerns with us!

Postal Mail – fold this comment card in thirds, add postage and drop in the mail

Phone – call us at #625-6983

E-mail – write to us at ngwinn@spokanecity.org

Thank you…We look forward to hearing from you!

Planning & Development Services, City of Spokane

COMMENT SHEET
Open House for Infill Development Project
November 2, 2017
For more project info visit:
my.spokanecity.org/projects/infill-housing-strategies-infill-development/

Name: Kevin McKee

ADDRESS: 1608 N. Monroe **PHONE NUMBER:** 509-475-4002

E-MAIL CONTACT: Kevin@KevinMcKee

Great option to add to the tool bag for providing affordable housing.

Please feel free to share your questions, comments or concerns with us!

Postal Mail – fold this comment card in thirds, add postage and drop in the mail

Phone – call us at #625-6983

E-mail – write to us at ngwinn@spokanecity.org

Thank you…We look forward to hearing from you!

Planning & Development Services, City of Spokane

General Open House Comments

The comments summarized below were written notes placed under a "Like" or "Change" category for each subject. The open house was attended by 25 people, and held on November 2, 2017.

Date	Name	Comment Summary	Subject of Comment
11/2/2017	General Open House Comment	Pocket development must take into consideration the character of the neighborhood. The Ledge on 5 mile is completely out of character. (Category: "Change")	Pocket Residential
11/2/2017	General Open House Comment	Residential design to be compatible with surrounding neighborhoods. Maybe a little difficult in some areas of Spokane without well defined style (Category: "Change")	Pocket Residential
11/2/2017	General Open House Comment	Frontage on private driveway or walkway is good. (Category: "Like")	Pocket Residential
11/2/2017	General Open House Comment	The proposed application procedure and proposed regulation is good. (Category: "Like")	Pocket Residential
11/2/2017	General Open House Comment	Fronting on private access provides more architectural flexibility. (Category: "Like")	Pocket Residential
11/2/2017	General Open House Comment	No minimum lot size allows more options for home size. (Category: "Like")	Pocket Residential
11/2/2017	General Open House Comment	Must find inexpensive land to make either cottage or pocket work for affordable housing (public funded) looks good for market rate. (Category: "Change")	Cottage Housing
11/2/2017	General Open House Comment	The character of each neighborhood needs to be considered on each development. (Category: "Change")	Cottage Housing
11/2/2017	General Open House Comment	Incorporate neighborhood design elements into cottage developments. Front and side porches good too. (Category: "Like") (2 others agreed)	Cottage Housing
11/2/2017	General Open House Comment	The overall height on cottages/carriage houses are a great idea for the overall appearance. I have seen similar developments outside of Seattle without height restrictions and 1 or 2 make the majority look "tacky" and out of place. (Category: "Like")	Cottage Housing

Date	Name	Comment Summary	Subject of Comment
11/2/2017	General Open House Comment	Water department will have easement issues and metering and maintenance issues. (Category: "Like")	Cottage Housing
11/2/2017	General Open House Comment	Prefer citywide (Category: "Like")	Compact Lot Standards

Map: Options to Achieve Complementary Residential Development
Vote for preferred areas to allow reduced lot sizes.

Centers & Corridors 1/4 mile buffers	High Frequency Transit 1/4 mile buffer	Both CC & HFT
7 votes		7 votes

From:	Gwinn, Nathan
To:	"Arthur Whitten"
Subject:	RE: Infill questions
Date:	Monday, November 06, 2017 3:17:01 PM
Attachments:	image002.png image003.png

Thanks for your comments and questions, Arthur. I will include them in the public record for the file.

A parent site with an ADU would qualify, although 5,000 square feet is required for a lot (created) with an ADU (SMC 17C.300.110(A)).

PUDs have a separate process and section. Is there a particular provision in alt. residential subdivision that would be useful in a PUD?

I will pass your other comments regarding maximum floor area per unit and variety in architectural design onto the Plan Commission and include them in the ongoing discussion.

Sincerely,

Nathan Gwinn | Assistant Planner | City of Spokane

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Arthur Whitten [mailto:AWhitten@shba.com]
Sent: Monday, November 06, 2017 11:39 AM
To: Gwinn, Nathan
Subject: Infill questions

Hi Nate,

I thought of a couple questions around the infill ordinances.

Under alt residential subdivision, could a parent site with an ADU qualify? Would everything under alt. residential subdivision apply to PUDs?

Under cottage housing: I've been doing some research on Kirkland's cottage housing ordinance which has a 1500 sqft maximum size and have gotten feedback advocating for the same to allow 3 bedroom units. Could there be inclusion of some higher sized units up to 1,500 sq ft or even removal of a maximum unit size as long as the site standards are met?

Also under cottage housing, I would recommend removal of section 5 (variety in design) D for the reasons stated to the Plan Commission in the comments.

Arthur

Arthur Whitten

Government Affairs Director
Spokane Home Builders Association

5813 E. 4th Ave Ste. 201
Spokane Valley, WA 99212
509-532-4990
awhitten@shba.com



From: Gwinn, Nathan
To: "Jim Frank"
Cc: Key, Lisa; "Arthur Whitten"; Palmquist, Tami; Black, Tirrell; Becker, Kris
Subject: RE: Infill - Follow up and examples
Date: Wednesday, November 29, 2017 9:41:00 AM

Good morning Jim,

I would like to follow up on your previous message with a closer analysis of the examples you presented related to the compact lot standards.

Example 1: 3000sf lot with 850sf footprint 2 story home is 1700sf+400sf 2 car garage + 100sf front covered porch=2200sf or FAR of 73%. Without front porch still 70%. you have to reduce to a 500SF footprint to meet the standard.

QUESTION: Does detached garage and covered porch count as "floor area" as it does in site coverage?

[Gwinn, Nathan] A detached or attached garage would not count as since accessory structures in residential zones, without living space, are not included in the calculation of "floor area" defined under SMC 17A.020.060(T). In any zone, covered porches would not count as "floor area" unless they are enclosed by walls more than 42 inches high for more than 50 percent of the perimeter.

For this example, FAR = 1700sf/3000sf = 0.57. That would be allowed as an attached home (townhouse); for this house type, the proposed compact lot standards allow a 0.65 FAR. It would not be allowed as a detached home, which limits the FAR to 0.5 – requiring a reduction of 200 sf to the floor area or an increase of 400 sf to lot size.

Building coverage is 1350 sf, which is within the existing/proposed 2,250 sf limit.

Example 2: 1100sf rancher+400sf detached garage+100sf covered porch= 1600sf or FAR of 53%.

[Gwinn, Nathan] For Example 2, FAR = 1100sf/3000sf = 0.37. This is within the 0.5 FAR limit for detached homes.

Building coverage is 1600 sf, which is within the 2,250 sf limit.

Example 3: Attached townhouse unit 1000sf footprint 2-story unit is 2000sf+400sf garage+100sf covered from porch= 2500sf or FAR of 83%. Still 80% not counting covered porch.

[Gwinn, Nathan] For Example 3, FAR = 2000sf/3000sf = 0.67. Since this exceeds the limit of 0.65 FAR for attached homes, this would require a reduction of 50 sf from the floor area or an increase of 77 square feet to lot size.

Building coverage is 2500 sf, which exceeds the 2,250 sf limit by 250 sf.

To provide updates related your cottage housing comments, the proposal has changed to not

include attached garages in the calculation of floor area, while still maintaining a 1000sf footprint and maximum 1200 sf floor area. Therefore, a 1200 sf cottage could include an attached garage of up to 400 sf, for a combined gross structural area of 1600 sf when including the maximum sized garage. The parking requirement is increased in the proposal by one space for three bedroom units, but is still only one space for one- and two-bedroom units. Further, the existing design standards in question, related to placement of similar units and variety in design, were discussed with the Plan Commission and removed from the proposal. An updated draft ordinance should be posted on the project webpage shortly:
https://my.spokanecity.org/projects/infill-housing-strategies-infill-development/

As mentioned previously, the City intends to look closer at FAR and standards for townhomes with alley access in proposed code amendments in the near future, possibly as early as January. I will let you know when any proposed language related to those standards has been prepared for input.

Thanks again,

Nathan Gwinn | Assistant Planner | City of Spokane

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Jim Frank [mailto:jfrank@greenstonehomes.com]
Sent: Monday, November 06, 2017 6:44 PM
To: Gwinn, Nathan
Cc: Key, Lisa; Arthur Whitten; Palmquist, Tami; Becker, Kris
Subject: Re: Infill

Thank you.

Jim Frank
Greenstone Corporation

Enriched Living. Lasting Value.
www.greenstonehomes.com

On 7/11/2017, at 12:42 PM, Gwinn, Nathan <ngwinn@spokanecity.org> wrote:

> Hi Jim,
>
> I received your message this time. Thank you for resending it and for the phone call this afternoon. I will include this comment in the record and forward to the Plan Commission.
>
> I offer a partial response to some of your questions, and I have forwarded your message to Tami Palmquist for further clarification if needed.
>
> The compact lot standards will not change the limit in RSF areas of up to 2 attached

houses (the number of attached houses can be exceeded beyond 2 through a PUD). Neither garages (as attached or detached accessory structures), nor covered porches, are included in these residential areas in the calculation of Floor Area Ratio, which is explained in the definition of Floor Area in SMC 17A.020.060(T)(5-6):

> T.Floor Area.
> The total floor area of the portion of a building that is above ground. Floor area is measured from the exterior faces of a building or structure. Floor area does not include the following:
>
> 1.Areas where the elevation of the floor is four feet or more below the lowest elevation of an adjacent right-of way.
> 2.Roof area, including roof top parking.
> 3.Roof top mechanical equipment.
> 4.Attic area with a ceiling height less than six feet nine inches.
> 5.Porches, exterior balconies, or other similar areas, unless they are enclosed by walls that are more than forty-two inches in height, for fifty percent or more of their perimeter; and
> 6.In residential zones, FAR does not include mechanical structures, uncovered horizontal structures, covered accessory structures, attached accessory structures (without living space), detached accessory structures (without living space).
>
> U. Floor Area Ratio (FAR).
> The amount of floor area in relation to the amount of site area, expressed in square feet. For example, a floor area ratio of two to one means two square feet of floor area for every one square foot of site area.

The limit on unit size is meant to be a slight increase to the current restriction—put in place as a result of the permitted density increase of 20 percent to control for such impacts as increased parking and population that would otherwise occur in a development with more residents in larger homes. As we discussed, if the pocket residential development is extended to the same area as cottage housing, then development could occur under PRD without the density increase or unit size restriction. However, I will include your comments in the discussion about the increasing maximum cottage housing unit floor area, as well as your comments regarding the difficulty in implementing variety in architectural design in the design standards.

Sincerely,

Nathan Gwinn | Assistant Planner | City of Spokane

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Jim Frank [mailto:jfrank@greenstonehomes.com]
Sent: Monday, November 06, 2017 2:35 PM
To: Gwinn, Nathan; Key, Lisa
Cc: Arthur Whitten
Subject: Infill

Nathan and Lisa,

I have reviewed the urban infill code changes. Overall these are well done and very helpful. My comments below address a few issues that I believe are important. Site coverage (or FAR) are very restrictive and I believe need to be adjusted to allow homes on small lots. In the target approach you are using homebuyers are not looking for large yards and open space on the lot. In urban situations site coverage needs to be relaxed.

Thanks for all of the work you have put into these changes.

Jim

Compact Lot Standards:

This section is helpful. I believe FAR at .5 for detached and .65 for attached is too restrictive.

I think it would be helpful to illustrate graphically some examples to see the impact.

Example 1: 3000sf lot with 850sf footprint 2 story home is 1700sf+400sf 2 car garage + 100sf front covered porch=2200sf or FAR of 73%. Without front porch still 70%. you have to reduce to a 500SF footprint to meet the standard.

QUESTION: Does detached garage and covered porch count as "floor area" as it does in site coverage?

Example 2: 1100sf rancher+400sf detached garage+100sf covered porch= 1600sf or FAR of 53%.

Example 3: Attached townhouse unit 1000sf footprint 2-story unit is 2000sf+400sf garage+100sf covered from porch= 2500sf or FAR of 83%. Still 80% not counting covered porch.

This will allow small SF units but will be not effective for townhouses which will need different dimensional standards. Why not a different set of dimensional standards for attached units that would allow town homes? This is especially important for lot with alley access.

Pocket Residential Development

This section is helpful and the changes beneficial with the exception of site

coverage.

Unit Lot Subdivision

These changes are helpful. Are all of the advantages of Unit Lot Subdivision available in a PUD for larger project?

Cottage Development

These changes are helpful, in particular allowing subdivision using the Unit Lot Subdivision provisions. Why such a strict limit on unit size? At a minimum should allow a three bedroom home. I suggest the maximum unit size be eliminated. if it must be retained the I suggest raising the maximum unit size to 1500 feet with the building footprint maximum of 1000 sf.

Under section E. Design Standards I recommend deletion of subsection 6.e and f. AS you note in plan commission comments they are too restrictive and difficult to implement.

SPOKANE

COMMENT SHEET

Open House for Infill Development Project
November 2, 2017
For more project info visit:
my.spokanecity.org/projects/infill-housing-strategies-infill-development/

Name: CAROL FARNHAM

ADDRESS: 2809 W. SUMMIT BLVD. **PHONE NUMBER:** 509-326-2397

E-MAIL CONTACT: Cfarnham458@gmail.com

Re: Infill Housing

I think infill housing is a terrible idea for the West Central neighborhood because of the following:

1) West Central already has too many crumbling & unmaintained rentals because of its lower income population & pocket residential housing will only promote & result in more of these!

2) It destroys the flavor of a historic residential neighborhood.

3) West Central homes are older with most having only a one-car garage. It already has too many additional cars parked on the street. More cars associated with PRH will end up on the street, impeding street cleaning & snow removal.

(over)

Please feel free to share your questions, comments or concerns with us!

Postal Mail – fold this comment card in thirds, add postage and drop in the mail

Phone – call us at #625-6983

E-mail – write to us at ngwinn@spokanecity.org

Thank you...We look forward to hearing from you!

Planning & Development Services, City of Spokane

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4) West Central has had several older homes moved from the intersection of Boone & Ash/Maple onto vacant lots in the neighborhood, 2 of which have been sitting unfinished for over a year, thus creating and eye sore & inviting squatters & the City has made no effort to finish them. I believe pocket residential housing could become a like problem since the City doesn't seem to have much of an oversight & enforcement followup.

5) West Central does not need more of what would be low income, higher density housing!

CITY OF SPOKANE
Planning & Development Services
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3343

City of Spokane
Planning & Development Services
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3343

P.S. I also think the Monroe Street corridor project is a horrible idea. all it's going to do is create a huge bottleneck.

From:	Gwinn, Nathan
To:	"Marshall Clark"
Subject:	RE: Online Open House this Thursday
Date:	Thursday, November 16, 2017 11:14:01 AM
Attachments:	image002.png image003.png image004.png

Good morning Marshall,

It was good to talk with you. Thank you for your comment, which I will add to the public record for this file.

Sincerely,

Nathan Gwinn | Assistant Planner | City of Spokane

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Marshall Clark [mailto:Marshall@clarkpacific.net]
Sent: Wednesday, November 15, 2017 9:57 AM
To: Gwinn, Nathan
Subject: RE: Online Open House this Thursday

Hello Nathan,

Thank you for speaking with me today. I would like to see the cottage housing amendment and allow for garages (both attached and/or detached) without reducing the square footage of the proposed 1,200 SF house.

Thank you,
Marshall Clark,
Designated Broker
Clark Pacific Real Estate
2320 N. Atlantic Suite 100
Spokane WA 99205
Phone: (509) 325-3333
Cell: (509) 994-7331
Fax: (509) 325-4534
Email: clark@clarkpacific.net

From: Gwinn, Nathan [mailto:ngwinn@spokanecity.org]
Sent: Tuesday, November 14, 2017 2:58 PM
To: Gwinn, Nathan
Subject: Online Open House this Thursday

Hello,

Please participate in an online open house this Thursday, November 16, at 7:00 AM by "tuning in" to the City's Facebook page. Between now and then, we invite you to ask questions in advance by replying or using the comments section following the blog post in the City's Disqus interactive feature at the link below. Find more information and join in the discussion forum following the blog post at this link:

https://my.spokanecity.org/news/stories/2017/11/14/infill-development-facebook-live-qa/

Sincerely,

Nathan Gwinn | Assistant Planner | City of Spokane

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Gwinn, Nathan
Sent: Friday, October 13, 2017 12:45 PM
To: Gwinn, Nathan
Subject: Draft amendments to Cottage Housing and Pocket Residential

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with more limited design standards than required for cottage housing. More information can be viewed online at the project webpage: https://my.spokanecity.org/projects/infill-housing-strategies-infill-development/

Please review the draft text to consider whether the amendments to the Development Code will meet the community's needs. The City seeks feedback about how the proposal is consistent with its Comprehensive Plan provisions; relevant policies are attached.

The procedure for text amendments to the development code is in SMC 17G.025.010. I will provide additional information soon regarding the process and opportunities for participation.

Thank you for your time and attention,

Nathan Gwinn | Assistant Planner | Planning & Development

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

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From:	Gwinn, Nathan
To:	Martin, Abigail; william.forman@yahoo.com; Freibott, Kevin; Key, Lisa
Subject:	RE: Infill
Date:	Thursday, November 16, 2017 11:01:00 AM

Good morning Bill,

Thanks for your comment. I will add it to the public record for this file.

The topic of manufactured homes was identified in the 2016 steering committee recommendations for further study. You are on the contact list for this project, so you should be notified when that proposal comes forward. Please see the infill development project webpage to follow updates and find the recommendations from 2016 related to manufactured housing in the summary report and recommendation:

https://my.spokanecity.org/projects/infill-housing-strategies-infill-development/

Sincerely,

Nathan Gwinn | Assistant Planner | City of Spokane

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Martin, Abigail
Sent: Wednesday, November 15, 2017 3:04 PM
To: william.forman@yahoo.com; Freibott, Kevin; Gwinn, Nathan; Key, Lisa
Subject: FW: Infill

Good afternoon, all!

Bill, thank you for your message and your due diligence on behalf of your neighborhood!

I'm also CCing Kevin (who you met at the Peaceful Valley meeting), Nathan and Lisa (Planning) who have been working on this. Hopefully, Kevin, Nathan and/or Lisa can get back to you regarding their thinking on the specifics you're referencing.

Best,
Abbey.

From: William Forman [mailto:william.forman@yahoo.com]
Sent: Wednesday, November 15, 2017 3:00 PM
To: Martin, Abigail <amartin@spokanecity.org>
Cc: Jan Loux <twux11@msn.com>
Subject: Infill

Abby
We discussed the city's infill proposal at our peaceful valley neighborhood council meeting

last week. Those in attendance were supportive of the changes proposed although they would have little impact on our neighborhood because we're already mostly zoned multi family or high density. We like the idea of our neighborhood being one with small houses on small lots rather than having very large multi-unit buildings. I still believe that the city needs to revisit the issue of manufactured homes. I like the idea of tiny homes. The current rules requiring them to be double wide is far too large for our neighborhood. Please keep me posted as to the thinking of the planning department on this issue.

Bill Forman
Chair, PVNC

Sent from Yahoo Mail on Android

From:	Gwinn, Nathan
To:	"Gene Brake"
Cc:	Mumm, Candace; Stratton, Karen; Mallahan, Jonathan; Key, Lisa
Subject:	RE: Infill Housing Proposal Troubling
Date:	Thursday, November 16, 2017 10:50:01 AM

Good morning Mr. Brake,

Thank you for your comment and engagement. I will add this comment to the public record for the file, and I will also add you to the project contact list regarding future related notifications. Please monitor the project page for updated information and past recommendations:

https://my.spokanecity.org/projects/infill-housing-strategies-infill-development/

Sincerely,

Nathan Gwinn | Assistant Planner | City of Spokane

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Gene Brake [mailto:genebrake01@gmail.com]
Sent: Wednesday, November 15, 2017 11:42 PM
To: Gwinn, Nathan
Cc: Mumm, Candace; Stratton, Karen
Subject: Infill Housing Proposal Troubling

Mr. Gwinn,

I'm troubled by the lack of information being provided to the neighborhoods regarding the upcoming plan to implement change targeting Infill Housing. I attend most every neighborhood council meeting and we have gotten no specific information on this plan, simply something is coming and you will hear about it. Now I see tomorrow morning you plan a 7am Facebook live event, with a plan to vote to accept the plan in December and January. I find out about this tonight. If an engaged member of the community doesn't know what's going on, I can assure you most residents have no idea.

We lived in Seattle when similar proposals were passed and they decimated our neighborhood in West Seattle. Row after row of substandard housing took the place of single family homes and once vital neighborhoods were destroyed. Developer ran the show with little to stand in their way, I fear that is what is happening here, a giveaway to developers. Cars lined the streets as there was no parking for these new units and walking safely down the street went out the window. How is it possible, for months there has been discussion supposedly led by city council to save historic housing yet these action wills contradict those plans. The plan to infiltrate RSF zones with this proposal will destroy our neighborhoods that are hanging on by a thread.

Interesting looking at the maps, the Northside is getting the brunt of this the South Hill is almost unscathed. Funny how that happens. I'm a Real Estate agent, I see a lot of houses and I see the sad state of affairs of our neighborhoods. There are huge quality differences between North and South side neighborhoods and well meaning, but misplaced policies like this

perpetuate that.

Candace and Karen, We need programs to help save and restore our Northside homes, not give developers more tools to destroy them. We should be looking for ways to open the door to home ownership for lower income residents and not just push them into tiny houses they will never own. We also must offer condominium projects that are close to mass transit AND designed for lower income residents. How can we promote that along the new Monroe St Corridor? We have to build up and not just out, this plan seems to be the opposite of that.

Please, help save our neighborhoods.

Thank you,
Gene Brake
509-981-5555

City of Spokane Facebook Page

Comments on Webcast Post - November 16, 2017

Facebook Stats (as of November 16, 2017, after live broadcast)
1,249 People Reached
464 Video Views
80 Likes, Comments & Shares
124 Post Clicks

City of Spokane - Municipal Government **was live.**
November 16 at 7:00am ·
#ChatWithAPlanner about the infill development code revisions. Read about infill development on the City's project page, http://bit.ly/2z1ANQa.
1.3K Views
25 Likes55 Comments14 Shares
Share
Top Comments (Unfiltered)

Barbara Leavitt, Ann Deasy, RJ Keetch and 22 others like this.
14 Shares
Comments



Terri Anderson · 0:00 This would be a good time to establish a rental inspection program to ease fears of neighbors about rental homes in their neighborhoods.
1 · November 16 at 1:29pm

City of Spokane - Municipal Government · The City is now developing a draft property maintenance code. The City will consider options to address the concerns of residents and neighbors of properties that may be in violation, but the options that will be selected are not clear at this time.
November 20 at 10:34pm



Kathy Wanner · 0:00 Please explain the pass & effective dates at the end of the proposal. It is dated 2006.
November 16 at 10:02am

City of Spokane - Municipal Government · The section adopted in 2006 is current regulation. The proposed changes are posted under Related Documents at the project webpage: http://bit.ly/2izlAeX

Infill Housing Strategies/Infill Development
This project targets vacant land in built-up, residential areas designated for higher densities and areas that can support focused growth.
MY.SPOKANECITY.ORG
November 20 at 10:36pm



Kathy Wanner · 44:16 Given the growth planning factor of 1000 per year over the next 20 years will this plan meet the need over the next 20 years. What about the the following years?
1 · November 16 at 7:45am

City of Spokane - Municipal Government · The 20-year population forecasts are revised periodically. State law requires an update of the City's Comprehensive Plan every 8 years.
November 20 at 10:32pm



Patricia Arlene Kienholz · 3:18 How much vacant land are we talking about?
November 16 at 7:04am

City of Spokane - Municipal Government · Vacant land varies depending on the area of the city. The Spokane County Assessor's information on the value of assessed improvements to assessed land value for parcels in the city is displayed in the Development Factors Map Application: http://arcg.is/2xbLWbR
1 · November 20 at 10:35pm



Kelli Johnson · 30:36 The benefits to developers are obvious, but how is this a benefit to homeowners and their property values?
1 · November 16 at 11:08am

City of Spokane - Municipal Government · New cottage housing and pocket residential development under the proposal would follow design guidelines and standards that are meant to ensure proposals are compatible in character with existing development. Increased investment contributes to additional infrastructure and services, and may have a positive impact on property values.
November 16 at 11:54am



Kelli Johnson · 9:23 With homeowners already being concerned about builders being allowed to increase the number of homes on one acre or building multi family in their neighborhood which can decrease their home value increase traffic and increase traffic and parking issues, how is this going to benefit these homeowners? Why would they want this new planning process to take place?
November 16 at 10:46am

City of Spokane - Municipal Government · Cottage housing currently allows additional units per acre than other development, provided it complies with the smaller home size and common open space required. Although an additional housing type to attach 2 units are proposed for cottage housing, no multifamily dwellings are proposed, and development outside cottage housing may attach 2 units if they are subdivided on separate lots (one unit on each lot sharing a common wall). The new attached unit home would be required to be a maximum of 2,000 square feet total, including both units. Homeowners outside the development might prefer these larger buildings where larger homes are typical. Comments received have also indicated that larger units are more marketable to homebuyers, increasing the opportunity for for-sale development in cottage housing with fee-simple ownership of internal units, which would be possible under the proposal but is not allowed currently. Parking and traffic would be reviewed at the permit stage and should not exceed levels designated by the Comprehensive Plan.
November 16 at 11:55am



Kathy Wanner · City of Spokane - Municipal Government reviewing traffic at permitting stage is much too late. Infrastructure costs such as increased maintenance costs of roads shouldn't wait until permitting. Those costs should be projected in order to allocate addition dollars in current & future budget proposals.
November 16 at 12:46pm



Brian Weitzel · Great! Who wins the lottery when their home value drops because of this development?

I bet it won't be in neighborhoods that planning dept decision makers live in

Any bets?
November 17 at 6:04am



Kelli Johnson · 22:48 Will this only apply to currently vacant lots? Would this apply to any and all lots or just specific locations?
November 16 at 11:00am

City of Spokane - Municipal Government · The proposal would be available for both vacant and developed lots, however vacant lots are the purpose and may be easier to develop than currently developed land if existing structures prevent new development. Different locations in the city are affected by the different sections in the proposed amendments:
- Cottage Housing is currently allowed in the RSF zone, and would be extended to the RTF zone.
- Pocket residential development is currently allowed in several zones, and is proposed to be added to the RSF zone citywide.
- The compact lot standards are proposed to be applied to areas in the RSF zone that are within ¼ mile of Centers or on sites that share a side lot line with a higher density zone.
November 16 at 11:54am

City of Spokane - Municipal Government · 1:41 Read about infill development on the City's project page, http://bit.ly/2z1ANQa. You can post your questions and feedback here or email them to Nathan Gwinn at ngwinn@spokanecity.org.

Infill Housing Strategies/Infill Development

This project targets vacant land in built-up, residential areas designated for higher densities and areas that can support focused growth.
MY.SPOKANECITY.ORG
1 · November 16 at 7:58am · Edited



Kathy Wanner · 33:28 More housing is necessary but “planners” aren’t considering all the infrastructure impacts with more housing. No consideration for schools, roads, fire, & safety.
5 · November 16 at 7:34am



Mary Phillips · 36:38 Our police are over whelmed already. Shouldn’t we get police and fire staffed before we start building like this... it’s like we are putting the cart first ...
3 · November 16 at 7:37am



Rebecca Selby · 19:17 The “missing middle” that you are forcing into established neighborhoods. Yes, the development community sees dollar signs. We see traffic, worse road conditions with the additional traffic.
2 · November 16 at 7:20am



Rebecca Selby · 22:52 12 homes per acre folks. That’s a lot of additional traffic for our tired roads. I’d be happy to take city officials in a ride along on our tired Five Mile roads!
2 · November 16 at 7:23am

Public Comments
Cottage Housing and Pocket Residential



Brian Weitzel · Any bets this development won't be in the planners neighborhoods?
1 · November 17 at 6:05am



Rebecca Selby · 14:20 How does cottage housing benefit the city over single family homes? More voters? More taxes being paid? Why is infill housing desirable?
2 · November 16 at 7:15am



Brian Weitzel · It follows United Nations Agenda 2030 Sustainability Act protocols

Don't know what that means? Look into it.
November 17 at 6:07am



Rebecca Selby · That's right! My husband told me about that.
November 17 at 12:09pm



Kate Bee · 29:14 Thanks for your answers but relying on buffering and filtering effects are not going to do it for us when it comes to helping out people in a 1% vacancy rental market 😕
1 · November 16 at 7:30am



Mary Phillips · 30:37 Good time... before we get too busy with our day. Evenings cut into dinner and family time and kids activities
November 16 at 7:31am



Kathy Wanner · 0:00 HOAs? Make sense for maintenance of area BUT doesn't exactly align with low income housing. Maintaining parking & common areas will equate to at least $50 a month in just a small development.
November 16 at 9:56am



Rebecca Selby · 11:35 Is it the developers or city who want infill housing, it certainly isn't the neighborhoods! We don't want to see infill housing when our road conditions in our community can't support the traffic here already!
1 · November 16 at 7:12am



Kate Bee · 22:26 Will the city prioritize affordable infill units by creating incentives for developers to include them? How can we make sure that renters and low-income folks benefit from more housing opportunities close to jobs and transit?
5 · November 16 at 7:23am



Kathy Wanner · 37:08 Where can I read the proposal?
3 · November 16 at 7:38am



Patricia Arlene Kienholz · 1:23 Thanks for getting up so early! Nice work!!
2 · November 16 at 7:02am



Jessica Fisher · 41:56 Is there a good example city who has done this?

2 · November 16 at 7:42am



Jessica Fisher · 34:20 The Spokesman wrote about Tiny Houses, will this create a tiny house neighborhood?
1 · November 16 at 7:35am



Mariah Rose McKay · 11:40 So these updates wouldn't impact the required specs on a multi-family infill project at all?
November 16 at 7:12am



Jolene Delyea Baldwin · 30:25 How will this impact our police and fire departments? Will be a positive impact or a negative?
November 16 at 7:31am



Rebecca Selby · 32:30 Are the majority of cottage housing rental properties?
November 16 at 7:33am



Jonas Elber · 5:36 Will there be any changes to parking availability/requirements?
1 · November 16 at 7:06am



Indiana Ludwick · 42:56 A 1,000 new people each year.. When Seattle is doing a 1000 a week...
November 16 at 7:43am



Gene Brake · 46:15 The fact the presenters couldn't point to specific success stories in other cities when asked about them is troubling. The passing suggestion of Seattle being a possible success story is not reassuring, considering the neighborhood being decimated there with their idea of infill housing solutions.
November 16 at 12:05pm



Patricia Arlene Kienholz · 25:51 What does it look like for our city and taxpayers if we don't do infill?
1 · November 16 at 7:26am



Jessica Fisher · 12:21 If I have room in my backyard or above my garage, could I build an apartment?
1 · November 16 at 8:28am



Brian Weitzel · No this will benefit large developers who make larger donations to the elected officials in your city

But not us
November 17 at 6:10am



Patricia Arlene Kienholz · 45:18 Where can they see the draft?
November 16 at 7:46am



Patricia Arlene Kienholz · 15:14 Can you talk about how often the cottage housing option has been used in the past?

Public Comments
Cottage Housing and Pocket Residential

1 · November 16 at 7:16am



Danica Parkin · 0:00 I am very excited about these changes! I think it will help stop sprawl!
November 16 at 11:50am



Kelli Johnson · 15:25 Will this only apply to currently vacant lots? Would this apply to any and all lots or just specific locations?
November 16 at 10:52am



Steve Randock Jr · 5:21 I think the city should allow manufactured homes for the infill and cottage homes. If you are trying to keep housing prices down, manufactured homes cost approx 50% less than comparable site built homes and are built with the exact same materials. Building in a factory costs less. Make the codes with 3/12 and 4/12 roof pitches in mind as this keeps shipping cost down.
3 · November 16 at 10:36am



Heather Wallace · Those units age and deteriorate causing more rundown housing that is regulated under personal property laws. Bad for neighbors and renters. Just look at the parks out in Airway Heights!
November 16 at 4:40pm



Steve Randock Jr · New Manufactured Homes use the exact same materials as site built homes. I think you are thinking of old mobile homes in a trailer park. Not the same thing.
November 16 at 4:55pm · Edited



Suzan Sebbas · 19:43 Will there be 55+ housing so seniors can support one another?
November 16 at 12:46pm



Kathy Wanner · 44:33 Where is the draft??
1 · November 16 at 7:45am



Jonas Elber · 8:17 Thank you!
1 · November 16 at 7:08am



Mindy Jo Muglia · 46:14 Good stuff! Thanks!
November 16 at 7:48am



Gene Brake · 46:15 The concept of SFR zones is that just that, an area designated for single family homes. This plan allows an overlay of multiple units on what is now a single lot in SFR zones. This plan seems to be a giveaway to developers, which can't frankly be trusted to protect the neighborhoods, without rules that require them to. I see nothing in this plan to prevent a home from being demolished and then rebuilt as two units on that lot. The negative impacts on our neighborhoods can not be understated.
November 16 at 12:01pm



Patricia Arlene Kienholz · 19:50 GMA requires meeting population needs.
November 16 at 7:20am

Public Comments
Cottage Housing and Pocket Residential



Patricia Arlene Kienholz · 24:43 Within 1/4 mile of CC.
November 16 at 7:25am



Patricia Arlene Kienholz · 45:39 Thanks!
November 16 at 7:46am



Patricia Arlene Kienholz · 44:00 Richland?
November 16 at 7:45am



Randy Mann · 2:45 Everyone knows what infill development is.
November 18 at 9:11pm



Jessica Fisher · 22:08 Will this make neighborhoods feel more like Perry District and Garland neighborhoods? Is it good for businesses?
1 · November 16 at 7:22am



Anne Stuyvesant Whigham · 1:27 Why was this held so early. I'm concerned that the City used innovative techniques to include citzen input and then you hold a hearing at 7 a.m.
1 · November 16 at 8:45am



Jessica Fisher · 19:37 Will this make neighborhoods feel more like Perry District and Garland neighborhoods? Is it good for businesses?
November 16 at 8:30am



Mariah Rose McKay · 1:53 Hi Omar, this briefing is REALLY early!
2 · November 16 at 7:02am



Rebecca Selby · 20:22 It’s all about dollar ign for the city. No thank you.
November 16 at 7:21am



Kelli Johnson · 35:05 Would it be possible to get even ONE of my questions answered???
November 16 at 11:12am



Jessica Fisher · This video is no longer live. The live broadcast started at 7 a.m. that is why they are not answering your questions.
November 16 at 11:57am

Dear Project Manager,

We, the West Central Neighborhood Council, are concerned about the proposed changes to zoning regulations regarding infill, specifically that certain properties can have additional development without obtaining a zoning review. These changes have the potential to unhealthily increase density and damage neighborhood character. We already have a process in place for circumventing zoning requirements that allows neighbors and citizens to offer input, helping ensure a positive outcome for all. Allowing a way around this diminishes the voice of citizens and gives more power to developers, which is especially troublesome in a low-income neighborhood like West Central.

These changes will take place both along Centers and Corridors and within a quarter mile of high-frequency transit lines. The 21 bus route will soon be changing to a high-frequency line. Therefore, a tremendous portion of the neighborhood would be negatively impacted by these changes, including the historic district of Nettleton's Addition. We ask that these infill changes are suspended along high-frequency transit lines, and only take effect around Centers and Corridors.

Thank you,

Andy Rathbun, Vice-Chair

West Central Neighborhood Council

Public Comments
Cottage and Pocket Residential

Community Frameworks
AFFORDABLE HOUSING SOLUTIONS FOR THE NORTHWEST

SPOKANE OFFICE
907 WEST RIVERSIDE AVE.
SPOKANE, WA 99201
(509) 484-6733

BREMERTON OFFICE
500 PACIFIC AVE. SUITE 360
BREMERTON, WA 98337
(360) 377-7738

December 7, 2017

Mr. Nathan Gwinn, Planner
Planning & Development Department
808 West Spokane Falls Boulevard
Spokane, WA 99201-3333

Dear Mr. Gwinn,

We are excited to see code changes proposed that will continue to encourage new development and support affordable rental and homeownership projects in the city. We have presented some comments and suggestions to further this shared goal.

As you are aware, we are using the Cottage Housing Ordinance for Transitions' Home Yard Cottages project. Due to the current requirement that all units be detached, we had to design separate buildings even for very small studio units. We support allowing units to be attached to both reduce unit costs and increase site efficiency. In the proposed regulation, a maximum of two units may be attached. We would suggest that instead of a maximum number of attached units, that only the maximum residential building square footage of 2,000 sf be established. This would allow, for example, four 500 sf units or two 1,000 sf units to be attached in a single building.

While typically only residential uses are permitted outright in residential zones, Cottage Housing presents a unique challenge especially for rental units. This is because in developments such as Home Yard Cottages, the individual units will be rented, creating a multifamily organizational structure while maintaining single family buildings. In multifamily residential developments, building managers have offices. However, since in our case the site is zoned Residential Single Family, office was not an allowable use. Consequently, designated office space was not allowed. We would suggest that offices for a Property Manager and Social Service Support, which significantly enhance primary residential use, be allowed in the community building of cottage developments.

Our understanding is that while smaller lots and units can be developed under these ordinances, the associated development fees would remain the same as lots and units of more than double the size. Therefore, we hope that fee reductions for smaller parcels and/or fees based on unit floor area could be investigated. Maybe a scalable fee structure, or an Equivalent Residential Unit factor, which bases connection fees on a percentage of average usage could be considered. It seems to us that addressing the fee structure is an important component for maximizing the effectiveness of this tool to promote affordable homeownership.

During the development of Transitions' Home Yard Cottages, the design team experienced significant variation in interpretation of requirements between permit clerks staff and the written requirements for permit. While all departments and staff were pleasant and professional, it seems the ordinance is not systematically applied in each department. This tension or inconsistency seems to be rooted in a land use that is multifamily and a construction type that is more aligned with single family. Generally, the feasibility for an affordable housing project like this is enhanced when it is more aligned with the regulations for multifamily.

The proposed reduction in the minimum lot width from 40 to 36 feet in the Compact Lot Standards is a great start towards more efficient use of property and smaller units.

NeighborWorks® CHARTERED MEMBER

We would encourage you to continue in this direction to allow narrower parcels for zero-lot line development of townhouses permitted outright in residential zones.

We hope that the City continues to improve and revise these ordinances to encourage further development opportunities, especially for affordable rental units and homeownership.

Thank you for your work in promoting innovative development tools in Spokane.

Sincerely,

Deb Elzinga
Executive Director
Community Frameworks

Public Comments
Cottage Housing and Pocket Residential

From: Gwinn, Nathan
To: "Steve Kirby"
Subject: RE: Infill written comment
Date: Friday, December 08, 2017 12:51:01 PM

Thank you, Steve. I will include your comment in the updated hearing packet. See you probably Wednesday at the hearing.

Sincerely,
Nathan Gwinn

Nathan Gwinn | Assistant Planner | City of Spokane

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Steve Kirby [mailto:kirby@tikorconsulting.com]
Sent: Friday, December 08, 2017 10:12 AM
To: Gwinn, Nathan
Subject: Infill written comment

Thanks Nathan,

Here is what I am submitting and, unless I have drama at work, I'll plan to attend the hearing.

I recently looked at adding a second house to my lot since I have fairly large lawn to one side of my house - I think around 3000 sq ft.

As I was researching options for my lot I discovered the planning commission is looking at new rules at 'infill' regulation to increase the density within the city. The rules might allow me to build, and I am slightly supportive of the regulation, but I think there is a better way.

Rather than add additional rules to allow 'Infill' in zones such as RSF, why not just rezone larger areas of the city? Say to RTF or RMF? Or, even better, look at the growth and services available and consider rezoning large parts of Spokane to support long-term, sustainable growth.

Said another way, the infill regulation is a short term fix for a bigger problem. Rather than work on a short term fix, why not go for the long-term solution?

Spokane needs to increase density. The interest in infill regulation supports this view. Increased density will benefit us both in improved revenue, and may allow for the development of actual neighborhoods in the City. I was surprised that city, based on conversations with the planning department, was resistant to rezoning of their own initiative. How is the city to increase density if the city does not rezone to support that development? How is the Comprehensive Plan supposed to be implemented? The only alternative I am

aware of is spot zoning, which no one likes, or passing additional rules to allow for development such as the infill law, which is a stop gap.

Looking at the long-term 5,10,50 year growth plan the city will have to rezone. There is no alternative unless we want stagnation and sprawl. So why not start the process now? We have a plan, the Comprehensive Plan. We have an identified problem, supported by the infill proposal. And you have the authority under eminent domain to rezone if it is necessary and good. I think it is necessary and good.

There is large gap in Spokane code that may be causing this issue. The Plan Commission is *not* empowered to rezone within the City Limits (See SMC 4.12.010). They can amend the Comprehensive Plan and determine zoning for areas that are annexed, but, at least by my read of the law, only the City Council could consider rezoning large areas of the city within the corporate limits.

There *will* be resistance from some home owners that want to keep their larger lots. I suspect that there are neighborhoods that would *not* be rezoned both for practical and pragmatic reasons.

That said, I think there may be other people, such as myself, who would love to redevelop. They can make a single house into, say, 4 units. Allowing for such development may also help in addressing the low income housing needs if high densities were allowed in more areas. It also encourages the use of existing services since the City (or County) would not have to expand.

There are many areas that I think could be ripe for development if the zoning were changed. Areas just off Division are an obvious one as much of it RSF even 100 ft west of Division Central Core. The South hill on the edges nearest Downtown and neighborhood cores I believe are ripe as well for higher densities. My own lot is an example.

You can also look at the success of Kendall Yards as pointing to the demand for higher density. There, a single developer was able to make the investment, but would it be easier if the city allowed individuals to development organically?

I think the City needs to take a hard look at rezoning. Other cities do it, and I do not see any good, long-term, alternatives.

Thanks,
Steve Kirby
1088 S. Napa St
Spokane, WA 99202
509 795 4863
kirby@tikorconsulting.com

Zoning background: https://en.wikipedia.org/wiki/Zoning

Background material from City of Portland.
Portland zoning code: https://www.portlandoregon.gov/bps/31612
Zoning Amendment process: https://www.portlandoregon.gov/bds/article/74275
Overview of City of Portland Rezoning:
http://www.inhabitportland.com/blog/2017/3/14/portland-zoning-changes

Spokane Comprehensive Plan:
https://my.spokanecity.org/shapingspokane/comprehensive-plan/

Eminent Domain/Zoning case (current case law and Spokane specific):
http://courts.mrsc.org/supreme/070wn2d/070wn2d0207.htm

Spokane Municipal Code: https://my.spokanecity.org/smc/?Section=04.12.010

Great article describing Kendall Yards:
http://www.spokesman.com/stories/2017/apr/28/jim-franks-kendall-yards-development-arose-from-vi/#/0

Public Comments
Cottage Housing and Pocket Residential

From: Gwinn, Nathan
To: "Marcella Bennett"
Cc: Merle Gilliland; Key, Lisa
Subject: RE: Reminder: Notice of Public Hearing and Notice of SEPA Determination
Date: Wednesday, December 13, 2017 7:59:00 AM

Good morning Marcella,

Thank you for your attendance and comments through this process. I will include this comment with the public record for this file and provide it to the Plan Commission.

Sincerely,

Nathan Gwinn | Assistant Planner | City of Spokane
509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Marcella Bennett [mailto:marcellabennett@hotmail.com]
Sent: Tuesday, December 12, 2017 3:09 PM
To: Gwinn, Nathan
Cc: Merle Gilliland; Key, Lisa
Subject: Re: Reminder: Notice of Public Hearing and Notice of SEPA Determination

Nathan,
Thank you for the continued opportunity to respond to the infill code revisions. I have attended several informational meetings and made comments.

It is not just the home but the character of the area in which the home is located that sells the property to the perspective buyer. Preserving these values is paramount for future sellers and buyers. Being true to those values ensures everyone wins and the city of Spokane will continue to have appealing, diverse neighborhoods.

Economic development is important to all citizens. It is the duty of the Planning Department to incorporate only those changes or additions to the existing codes which are in the best interest of current and future home owners. We are relying on your expertise and sensitivity.

Marcella L. Bennett
3003 W Horizon Ave.
Spokane, WA 99208

509-467-7422

From: Gwinn, Nathan <ngwinn@spokanecity.org>
Sent: Tuesday, December 12, 2017 1:08 PM
To: Gwinn, Nathan

Subject: Reminder: Notice of Public Hearing and Notice of SEPA Determination

Good afternoon – This is a quick reminder of the Plan Commission hearing regarding the first round of infill code revisions, scheduled to begin tomorrow at 4:00 PM.

Thank you,

Nathan Gwinn | Assistant Planner | City of Spokane
509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: Gwinn, Nathan
Sent: Wednesday, November 29, 2017 4:48 PM
To: Gwinn, Nathan
Subject: Notice of Public Hearing and Notice of SEPA Determination

The Spokane City Plan Commission will hold a public hearing on Wednesday, December 13, 2017, beginning at 4:00 PM in the Council Chambers, Lower Level of City Hall, 808 W. Spokane Falls Blvd., to hear public testimony related to amendments to the Development Code, related to **cottage housing, pocket residential development, and compact lot standards**. The proposal would expand areas where these alternative residential development methods may be used at the levels permitted by the comprehensive plan, while enhancing design guidelines. Any person may submit written comments on the proposed actions, appear at the public hearing, or call for additional information:

Planning & Development Department
Attn: Nathan Gwinn, Planner

808 West Spokane Falls Boulevard

Spokane, WA 99201-3333
Phone (509) 625-6893
ngwinn@spokanecity.org

Documents posted to the project webpage have been updated. Documents relating to this text amendment are available for viewing at:
my.spokanecity.org/projects/infill-housing-strategies-infill-development/

Location: Certain residential zones in the city of Spokane: specifically, the RA, RSF, RSF-C, and RTF zones. A zoning map is available for viewing at:
maps.spokanecity.org

Description of Proposal: Code amendments to Cottage Housing (SMC 17C.110.350) for larger unit floor area, subdivision of internal units, slight increases in height and density, attention to standards for development perimeters, and to allow in the RTF zone. Also, allow Pocket Residential (private access and new lots; SMC

17C.110.360), and some smaller lots (Table 17C.110-3), in the RSF zone, with no changes to aggregate site density for those development tools, using limited design standards.

SEPA: A Determination of Non Significance was issued on November 29, 2017 under WAC 197-11-340(2); the lead agency will not act on this proposal for at least 14 days. Comments regarding this DNS must be submitted no later than **12:00 PM December 13, 2017, if they are intended to alter the DNS**.

Only the applicant, persons submitting written comments and persons testifying at a hearing may appeal the decision of the Plan Commission and City Council.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

Nathan Gwinn | Assistant Planner | City of Spokane
509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From:	Kevin Brownlee
To:	Gwinn, Nathan
Subject:	RE: Infill Code Revisions
Date:	Wednesday, December 13, 2017 8:58:47 AM

Thanks, Nathan.

-------- Original message --------
From: "Gwinn, Nathan" <ngwinn@spokanecity.org>
Date: 12/13/17 8:08 AM (GMT-08:00)
To: "'kdbrownlee@comcast.net'" <kdbrownlee@comcast.net>, "Key, Lisa" <lkey@spokanecity.org>
Cc: "Stuckart, Ben" <bstuckart@spokanecity.org>, "Mumm, Candace" <cmumm@spokanecity.org>, "Stratton, Karen" <kstratton@spokanecity.org>, "Waldref, Amber" <awaldref@spokanecity.org>, "Fagan, Mike" <mfagan@spokanecity.org>, "Beggs, Breean" <bbeggs@spokanecity.org>, "Kinnear, Lori" <lkinnear@spokanecity.org>
Subject: RE: Infill Code Revisions

Good morning Kevin,

Thank you for your comment. I will include it with the public record for this file.

For information, proximity to CC zones relates to only one of the subject areas of the proposed infill code revisions. In the draft ordinance currently proposed before the Plan Commission, the compact lot standards would be applied only around the CC zones, rather than also to areas near the frequent transit routes. Please see proposed SMC 17C.110.209(B) on p. 11 of the draft posted under Related Documents at the project webpage.

However, the availability of pocket residential development would be extended throughout the entire Residential Single-Family (RSF) zone as proposed (SMC 17C.110.360(B) on p. 30). However, creating new lots for single-family residences will likely require a short plat, involving public notice. Cottage housing is also currently available throughout the RSF zone as a Type II conditional use, and is proposed to remain so (SMC 17C.110.350(B) and (C) on p. 14).

Sincerely,

Nathan Gwinn | Assistant Planner | City of Spokane

509.625.6893 | ngwinn@spokanecity.org | www.spokanecity.org

From: kdbrownlee@comcast.net [mailto:kdbrownlee@comcast.net]
Sent: Wednesday, December 13, 2017 6:21 AM
To: Gwinn, Nathan; lkeys@spokanecity.org
Cc: Stuckart, Ben; Mumm, Candace; Stratton, Karen; Waldref, Amber; Fagan, Mike; Beggs, Breean; Kinnear, Lori
Subject: Infill Code Revisions

Good Morning,

After attending one of the code revision open houses and reviewing the material, aligning the infill revisions with Centers and Corridors designations appears to be the most precise alternative proposed. My concerns about alignment with STA high-frequency routes are that these routes and frequencies are fluid and outside the control of the City. That alternative would result in zoning and development where it's no longer a priority.

The Centers and Corridors concept was developed for exactly this purpose. In the effort to balance neighborhood character and development interests, this is the obvious choice.

Thank you for your consideration,

Kevin Brownlee

2828 W. Sharp Ave.

Spokane, WA 99201

(509) 328-3730

Public Comments
Cottage and Pocket Residential

COVER SHEET

Infill Development Code Revisions

1.1 Cottage Housing and Pocket Residential Code Amendments

Recommended by Spokane City Plan Commission to City Council for Adoption

17A.020.010	"A" Definitions	4
17A.020.030	"C" Definitions	13
17A.020.040	"D" Definitions	27
17A.020.130	"M" Definitions	33
17A.020.190	"S" Definitions	36
17C.110.030	Characteristics of Residential Zones	50
17C.110.115	Housing Types Allowed	52
17C.110.200	Lot Size	53
17C.110.209	Compact Lot Standards	59
17C.110.350	Cottage Housing	60
17C.110.360	Pocket Residential Development	77
17C.230.130	Parking Exceptions	86
17G.080.065	((~~Unit Lot~~)) Alternative Residential Subdivisions	90

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/9/2018
		Clerk's File #	ORD C35576
		Renews #	
Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	LISA KEY 625-6187	Project #	
Contact E-Mail	LKEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - SIGN CODE RELATED AMENDMENTS		

Agenda Wording

An ordinance relating to sign standards amending SMC 17C.340.110, 17C.370.030, 17A.020.010, 17A.020.020, 17A.020.030, 17A.020.040, 17A.020.050, 17A.020.060, 17A.020.090, 17A.020.130

Summary (Background)

Code updates to other development code necessitated by amendments to Sign Code (SMC 17.240.40), to include changes to the definitions section addressed in SMC 17A.020; to address sign regulations for home occupations contained in SMC 17C.340; and, to address sign regulations for existing neighborhood commercial structures in 17C.370

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

Approvals		Council Notifications	
Dept Head	KEY, LISA	**Study Session**	
Division Director	TRAUTMAN, HEATHER	**Other**	Urban Development
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	dkinder@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	lkey@spokanecity.org	
Additional Approvals		jrichman@spokanecity.org	
Purchasing		tpalmquist@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM	dcompton@spokanecity.org	
		tblack@spokanecity.org	
		amullerleile@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

17A.020.140, 17A.020.160, 17A.020.190 to title 17C of the Spokane Municipal Code and setting and effective date.

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

sbishop@spokanecity.org	

Briefing Paper
City Council

Division & Department:	Neighborhood & Business Services / Planning
Subject:	Sign Code Amendments and Sign Code-Related Amendments
Date:	January 9, 2018
Author (email & phone):	Amy Mullerleile (amullerleile@spokanecity.org; 509-625-6194) Lisa Key (lkey@spokanecity.org; 509-625-6187)
City Council Sponsor:	Amber Waldref
Executive Sponsor:	Lisa Key
Committee(s) Briefed:	Urban Development, January 8, 2018
Type of Agenda item:	☐ Consent **X** Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan Policy DP 2.17 Ordinance No. C35490 and C35555 U.S. Supreme Court Decision *Reed v. Gilbert*, 135 S. Ct. 2218, 192 L.Ed.2d 236 (2015)
Strategic Initiative:	
Deadline:	April 10, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Updated sign code that is compliant with federal law and consistent with current practices and other municipal code provisions.

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

- *On April 10, 2017 City Council passed Ord. No. C35490 Imposing an immediate moratorium on the relocation of off-premises signs into areas having a center and corridor zoning designation or sites located in an historic district.*
- *On May 22, 2017 a public hearing was held and the expiration was extended to November 22, 2017.*
- *On October 9, 2017, the City Council passed Ord. No. C35555, extending the expiration of the moratorium to April 10, 2018.*
- *In 2015 the U.S. Supreme Court issued a decision in the case of Reed v. Town of Gilbert, AZ providing new guidance on acceptable regulations on noncommercial signage.*
- *City staff from the Development Services Center maintained a list of recommended updates and clarifications to the City's current sign code, in anticipation of the planned 2018 Sign Code amendment process, for ease of interpretation and administration of that code.*

Executive Summary:

- *In response to the events described above, planning and legal staff performed an audit on the existing sign code and presented proposed changes to a group of community stakeholders.*
- *Over the course of 2 months the work group provided feedback on the proposed edits.*
- *Additional outreach was conducted in the form of a website, digital open house, social media campaign, and outreach to targeted stakeholders. Several workshops were held with the City's Plan Commission.*
- *The feedback received was incorporated into a draft that was presented to the Plan Commission and a public hearing was held on October 11. The Plan Commission unanimously recommended the adoption of the proposed changes by City Council.*
- *Since the Plan Commission additional changes have been added to the draft as a result of*

DRAFT

feedback from the City Council and staff. Those changes are reflected in an errata table which has been attached.

- *As a result of the changes to the sign code there were other areas of the Spokane Municipal Code that needed to be updated to ensure consistency between chapters. These changes include incorporating sign specific definitions directly into the sign code chapter as well as correcting contradictory signage standards that currently exist for the same use.*
- *A public hearing was held on these housekeeping on December 13, 2017 and the Plan Commission unanimously recommended their adoption by City Council, with one minor recommended revision.*
- *Because these ordinances were heard by Plan Commission separately, we are bringing them forward to City Council as separate, but related ordinances.*

Budget Impact:

No budgetary impact

Approved in current year budget? **X** Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes **X** No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? **X** Yes ☐ No

Requires change in current operations/policy? ☐ Yes **X** No

Specify changes required:

Known challenges/barriers:

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ORDINANCE NO. C35576

An ordinance relating to sign standards amending SMC 17C.340.110, 17C.370.030, 17A.020.010, 17A.020.020, 17A.020.030, 17A.020.040, 17A.020.050, 17A.020.060, 17A.020.090, 17A.020.130, 17A.020.140, 17A.020.160, 17A.020.190 to title 17C of the Spokane Municipal Code and setting and effective date.

WHEREAS, on April 10, 2017 the City Council adopted Ordinance No. C35490, imposing an immediate, six-month moratorium on the relocation of off-premises signs into areas of Spokane having a center and corridor zoning designation; setting a public hearing; and declaring an emergency; and

WHEREAS, on May 22, 2017 the City Council held a public hearing on Ordinance No. C35490, received a staff report, presentation by the proponents and opponents of the moratorium, heard public testimony, adopted findings of fact, extended the moratorium for a an additional six months and set an expiration date of November 22; and

WHEREAS, during the moratorium, Planning Department staff conducted workshops with the Plan Commission and City Council to discuss revisions to the City's sign regulations to (i) address the concerns that prompted the Council's adoption of the moratorium and (ii) to meet the guidelines set forth in the U.S. Supreme Court's opinion in *Reed v. Gilbert*, 135 S. Ct. 2218, 192 L.Ed.2d 236 (2015) and other applicable law (the "Sign Code Update"); and

WHEREAS, the Plan Commission held workshops on the proposed Sign Code Update on June 14, 2017, September 13, 2017, and September 27, 2017, and a public hearing on October 11, 2017; and

WHEREAS, based on written and verbal testimony that is a part of the record and is summarized in the City Plan Commission Recommendation, Findings and Conclusions adopted on October 25, 2017, the Plan Commission unanimously recommended that the City Council adopt the proposed Sign Code Update; and

WHEREAS, the changes proposed by the Sign Code Update necessitated amendments to other sections of the Spokane Municipal Code for consistency and administrative purposes; and

WHEREAS, the Plan Commission held workshops on the proposed cleanup amendments on October 25, 2017 and November 8, 2017 and a public hearing on December 13, 2017; and

WHEREAS, based on written and verbal testimony that is a part of the record and is summarized in the City Plan Commission Recommendation, Findings and Conclusions adopted on January 10, 2018, the Plan Commission unanimously recommended that the City Council adopt the proposed amendments; and

WHEREAS, on November 14, 2017, the responsible official issued a determination of non-significance (DNS) under SEPA (Chapter 43.21C RCW) relating to the proposed amendments and notice of said DNS was published in the Spokesman Review on November 29, and December 6, 2017.

WHEREAS, the City complied with RCW 36.70A.370 in processing this Ordinance.

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That SMC Section 17C.340.110 is amended to read as follows:

Section 17C.340.110 Development Standards

Structural alteration to accommodate the occupation is not permitted:

A. unless required by code, a separate outside access to the area devoted to the occupation is not permitted;
B. the occupation, including storage, does not occupy more than twenty-five percent of the residence's finished floor area, nor in any case more than two hundred square feet;
C. the occupation does not occupy any accessory structure, including an attached garage;
D. the number of persons engaged in the home occupation may not exceed two persons. This may consist of either one family member and one nonfamily member or two family members;
E. ((~~there is no commercial advertising, except that there may be one nonilluminated sign, up to three square foot in area, bearing the name and occupation of the occupant, placed flat against the building;~~)) <u>The sign standards are stated in chapter 17C.240 SMC, Signs;</u>
F. There is no window or outdoor display.
G. Any stock of goods has been produced on the premises.
H. No use is made of equipment or material that produces vibration, noise, dust, smoke, odor, or electrical interference to the detriment of surrounding residences.
I. There are no deliveries or shipments to or from the premises of such quantities or frequency as would involve commercial motor vehicles or suggest a need for a customer parking area.
J. The property shall retain its residential appearance and character.
K. No commercial use of the streets shall be allowed as specified in SMC 17C.319.100.

Section 2. That SMC Section 17C.370.030 is amended to read as follows:

Section 17C.370.030 Procedure

A. Planning Director Administrative or Hearing Examiner Decision.
    1. Establishing a use under this chapter in an eligible structure requires following the same application and posting process as a Type II or III Conditional Use Process as provided in chapter 17G.060 SMC. A Type III application is required

for projects that have a floor area of three thousand square feet or more, including building additions, and for any non-residential project on a site that does not have frontage on a designated arterial (principal, minor, or collector). For projects that do not exceed this threshold, a Type II conditional use permit application is required, except the planning director may require a Type II conditional use permit application be processed as a Type III application when the director issues written findings that the Type III process is in the public interest.

2. The planning director administrative decision or hearing examiner decision is only for the use approved through the process. If a proposed change of use for the site proposes other uses that are not within the use category description approved for the site, a new planning director administrative decision or hearing examiner decision is required to determine the requirements that the new use shall follow.

B. The fee for the planning director administrative decision is the same as a Type I application. The fee for a Type III hearing examiner decision shall be the same as a Type III application.

C. A predevelopment meeting as provided in SMC 17G.060.040 is required before an application may be submitted.

D. Decision criteria are found in SMC 17G.060.170 and applications shall follow the same procedures for a Type II or III conditional use process, as may be applicable depending on the type of application reviewed.

E. If the planning director or hearing examiner makes a determination with supporting findings that the benefits of the proposed use and improvements to the existing structure and the property on which the structure is located would mitigate potential negative impacts on the residential character of the area, then a planning director administrative decision or hearing examiner decision may be granted consistent with the following uses. The director or hearing examiner may make a determination with supporting findings that a proposed use is not permitted because the nature of the use would have negative impacts on the residential character of the area that cannot be mitigated with conditions of approval.

1. Uses Not Allowed.
   Sale or leasing of:
   a. motorized consumer vehicles,
   b. fire arms,
   c. weapons,
   d. marijuana.
2. Uses Allowed:
   a. Office uses found in SMC 17C.190.250;
   b. Retail sales and service uses found in SMC 17C.190.270; and
   c. Uses allowed within the RMF zone found in SMC 17C.110.100.

F. Development and operation standards in addition to the base zone:

1. The structure on the site must have been originally legally built to accommodate a non-residential use and, at the time of application, its existing use must not be classified within the institutional use category as described in Article V of chapter 17C.190 SMC, which may be converted under SMC 17C.320.060.
2. Reserved.
3. The site must be located within the RA, RSF, RTF, RMF, or RHD zones.
4. The site size may not be expanded and the uses approved under this section may not expand onto surrounding sites beyond the site area existing on July 26, 2012. Any expansion of existing structures is subject to the current applicable

development standards, except structures larger than five thousand square feet shall not be expanded. A planting of L2 see-through buffer as described by SMC 17C.200.030 shall be required for any structural expansion or provision of additional off-street parking.

5. Parking and loading requirements are specific to the use authorized by the hearing examiner or director and shall follow the standards in chapter 17C.230 SMC Parking and Loading for a Neighborhood Retail Zone (NR).
6. Business operation hours shall be determined by the hearing examiner or director. Operational hours for non-residential uses operating later than ten p.m. and earlier than five a.m. will need to demonstrate that all off-site impacts will be fully mitigated.
7. Drive though facilities are prohibited.
8. Outdoor storage is prohibited. Outdoor seating areas and daytime display of merchandise is allowed.
9. Lighting shall be provided within parking lots and along pedestrian walkways. Lighting fixtures shall be limited to sixteen feet in height. All lighting shall be shielded from producing off-site glare.
10. All exterior garbage cans, garbage collection areas, and recycling collection areas must be screened from the street and any adjacent properties. Trash receptacles for pedestrian use are exempt.
11. The signage standards ((~~for the CC4 zones~~)) in SMC 17C.240.150, Table 17C.240-1 shall apply. ((~~Temporary outdoor signage is prohibited except that one sandwich board sign is permitted.~~)) If ~~the~~ a sandwich board sign is erected in the public right-of-way it must be consistent with ((~~SMC 17C.240.240~~))SMC 17C.240.244.

G. If the hearing examiner or planning director determines that proposed use is appropriate for the site, the hearing examiner or director may attach additional conditions to the decision that may include items such as:
    1. Building and property improvements that must be completed prior to issuance of a certificate of occupancy.
    2. Conditions needed to mitigate off-site impacts consistent with SMC 17C.220 Off-Site Impacts.
    3. Specific conditions under which the use may operate.

H. Appeals.
The decisions of the planning director may be appealed to the hearing examiner as provided for in SMC 17G.060.210 and follow an appeal process consistent with a Type II Conditional Use Permit application. The decisions of the hearing examiner may be appealed to superior court as provided for in SMC 17G.060.210.

Section 3. That SMC Section 17C.020.010 is amended to read as follows:

Section 17C.240.070 Prohibitions

Section 17A.020.010 "A" Definitions

A. Abandoned Sign Structure.
((~~A sign structure where no sign has been in place for a continuous period of at least six months.~~))See SMC 17C.240.015.

B. Aboveground Storage Tank or AST.
Any one or connected combination of tanks that is used to contain an accumulation of liquid critical materials and the aggregate volume of which (including the volume of

piping connected thereto) is more than sixty gallons and the entire exterior surface area of the tank is above the ground and is able to be fully visually inspected. Tanks located in vaults or buildings that are to be visually inspected are considered to be aboveground tanks.

C. Accepted.
A project for which the required plans have been found to be technically adequate.

D. Accessory Dwelling Unit (ADU).
An accessory dwelling unit is a separate additional living unit, including separate kitchen, sleeping, and bathroom facilities, attached or detached from the primary residential unit, on a single-family lot. ADUs are known variously as:
    1. "Mother-in-law apartments,"
    2. "Accessory apartments," or
    3. "Second units."

E. Accessory Structure.
A structure of secondary importance or function on a site. In general, the primary use of the site is not carried on in an accessory structure.
    1. Accessory structures may be attached or detached from the primary structure.
    2. Examples of accessory structures include:
        a. Garages,
        b. Decks,
        c. Fences,
        d. Trellises,
        e. Flagpoles,
        f. Stairways,
        g. Heat pumps,
        h. Awnings, and
        i. Other structures.
    3. See also SMC 17A.020.160 ("Primary Structure").

F. Accessory Use.
A use or activity which is a subordinate part of a primary use and which is clearly incidental to a primary use on a site.

G. Activity.
See Regulated Activity.

H. Administrative Decision.
A permit decision by an officer authorized by the local government. The decision may be for approval, denial, or approval with conditions and is subject to the applicable development standards of the land use codes or development codes.

I. Adult Bookstore or Adult Video Store.
    1. A commercial establishment which, as one of its principal business activities, offers for sale or rental for any form of consideration any one or more of the following: books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, compact discs, digital video discs, slides, or other visual representations which are characterized by their emphasis upon the display of "specified anatomical areas," as defined in SMC 17A.020.190, or "specified sexual activities," as defined in SMC 17A.020.190. A "principal business activity" exists where the commercial establishment meets any one or more of the following criteria:
        a. At least thirty percent of the establishment's displayed merchandise consists of said items; or

b. At least thirty percent of the retail value (defined as the price charged to customers) of the establishment's displayed merchandise consists of said items; or
c. At least thirty percent of the establishment's revenues derive from the sale or rental, for any form of consideration, of said items; or
d. The establishment maintains at least thirty percent of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items, as well as cashier stations where said items are rented or sold, shall be included in "floor space maintained for the display, sale, and/or rental of said items"); or
e. The establishment maintains at least five hundred square feet of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items, as well as cashier stations where said items are rented or sold, shall be included in "floor space maintained for the display, sale, and/or rental of said items"); or
f. The establishment regularly offers for sale or rental at least two thousand of said items; or
g. The establishment regularly features said items and regularly advertises itself or holds itself out, in any medium, by using "adult," "XXX," "sex," "erotic," or substantially similar language, as an establishment that caters to adult sexual interests.

2. For purposes of this definition, the term "floor space" means the space inside an establishment that is visible or accessible to patrons, excluding restrooms.

J. Adult Business.
An "adult bookstore or adult video store," an "adult entertainment establishment," or a "sex paraphernalia store."

K. Adult Entertainment Establishment.
1. An "adult entertainment establishment" is an enclosed building, or any portion thereof, used for presenting performances, activities, or material relating to "specified sexual activities" as defined in SMC 17A.020.190 or "specified anatomical areas" as defined in SMC 17A.020.190 for observation by patrons therein.
2. A motion picture theater is considered an adult entertainment establishment if the preponderance of the films presented is distinguished or characterized by an emphasis on the depicting or describing of "specified sexual activities" or "specified anatomical areas."
3. A hotel or motel providing overnight accommodations is not considered an adult entertainment establishment merely because it provides adult closed circuit television programming in its rooms for its registered overnight guests.

L. Adult Family Home.
A residential use as defined and licensed by the state of Washington in a dwelling unit.

M. Agency or Agencies.
The adopting jurisdiction(s), depending on the context.

N. Agricultural Activities.
1. Pursuant to WAC 173-26-020(3)(a), agricultural uses and practices including, but not limited to:
a. Producing, breeding, or increasing agricultural products;
b. Rotating and changing agricultural crops;
c. Allowing land used for agricultural activities to lie fallow in which it is plowed and tilled but left unseeded;

d. Allowing land used for agricultural activities to lie dormant as a result of adverse agricultural market conditions;
e. Allowing land used for agricultural activities to lie dormant because the land is enrolled in a local, state, or federal conservation program, or the land is subject to a conservation easement;
f. Conducting agricultural operations; maintaining, repairing, and replacing agricultural equipment;
g. Maintaining, repairing, and replacing agricultural facilities, provided that the replacement facility is not closer to the shoreline than the original facility; and
h. Maintaining agricultural lands under production or cultivation.

2. The City of Spokane shoreline master program defines agriculture activities as:

1. Low-intensity agricultural use is defined as passive grazing and plant cultivation; or
2. High-intensity agricultural use includes such activities as feedlots, feed mills, packing plants, agricultural processing plants or warehouse for the purpose of processing, packing, and storage of agricultural products.

O. Agricultural Land.
Areas on which agricultural activities are conducted as of the date of adoption of the updated shoreline master program pursuant to the State shoreline guidelines as evidenced by aerial photography or other documentation. After the effective date of the SMP, land converted to agricultural use is subject to compliance with the requirements herein.

P. AKART.
An acronym for “all known, available, and reasonable methods to control toxicants” as used in the sense of the state Water Pollution Control Act and RCW 90.48.520 thereof. AKART shall represent the most current methodology that can be reasonably required for preventing, controlling, or abating the pollutants associated with a discharge. The concept of AKART applies to both point and nonpoint sources of pollution.

Q. Alkali Wetlands.
Alkali wetlands means wetlands characterized by the occurrence of shallow saline water. In eastern Washington, these wetlands contain surface water with specific conductance that exceeds three thousand micromhos/cm. They have unique plants and animals that are not found anywhere else in eastern Washington such as the alkali bee. Conditions within these wetlands cannot be easily reproduced through compensatory mitigation.

R. Alley.
See “Public Way” (SMC 17A.020.160).

S. Alteration.
A physical change to a structure or site.
1. Alteration does not include normal maintenance and repair or total demolition.
2. Alteration does include the following:
. Changes to the facade of a building.
a. Changes to the interior of a building.
b. Increases or decreases in floor area of a building; or
c. Changes to other structures on the site, or the development of new structures.

T. Alteration of Plat, Short Plat, or Binding Site Plan.
The alteration of a previously recorded plat, short plat, binding site plan, or any portion thereof, that results in a change to conditions of approval or the deletion of

existing lots or the change of plat or lot restrictions or dedications that are shown on the recorded plat. An alteration does not include a boundary line adjustment subject to SMC 17G.080.030.

U. Alternative or Post-incarceration Facility.
A group living use where the residents are on probation or parole.

V. [Deleted]

W. [Deleted]

X. [Deleted]

Y. [Deleted]

Z. API 653.
The American Petroleum Institute's standards for tank inspection, repair, alteration, and reconstruction.

AA. Appeal.
A request for review of the interpretation of any provision of Title 17 SMC.

AB. Appeal – Standing For.
As provided under RCW 36.70C.060, persons who have standing are limited to the following:

1. The applicant and the owner of property to which the land use decision is directed; and
2. Another person aggrieved or adversely affected by the land use decision, or who would be aggrieved or adversely affected by a reversal or modification of the land use decision. A person is aggrieved or adversely affected within the meaning of this section only when all of the following conditions are present:
    a. The land use decision has prejudiced or is likely to prejudice that person;
    b. That person's asserted interests are among those that the local jurisdiction was required to consider when it made the land use decision;
    c. A judgment in favor of that person would substantially eliminate or redress the prejudice to that person caused or likely to be caused by the land use decision; and
    d. The petitioner has exhausted his or her administrative remedies to the extent required by law (RCW 36.70C.060).

AC. Applicant.
An application for a permit, certificate, or approval under the land use codes must be made by or on behalf of all owners of the land and improvements. "Owners" are all persons having a real property interest. Owners include:

1. Holder of fee title or a life estate;
2. Holder of purchaser's interest in a sale contract in good standing;
3. Holder of seller's interest in a sale contract in breach or in default;
4. Grantor of deed of trust;
5. Presumptively, a legal owner and a taxpayer of record;
6. Fiduciary representative of an owner;
7. Person having a right of possession or control; or

8. Any one of a number of co-owners, including joint, in common, by entireties, and spouses as to community property.

AD. Application – Complete.

An application that is both counter-complete and determined to be substantially complete as set forth in SMC 17G.060.090.

AE. Aquaculture.

The farming or culture of food fish, shellfish, or other aquatic plants or animals in freshwater or saltwater areas, and may require development such as fish hatcheries, rearing pens and structures, and shellfish rafts, as well as use of natural spawning and rearing areas. Aquaculture does not include the harvest of free-swimming fish or the harvest of shellfish not artificially planted or maintained, including the harvest of wild stock geoducks on DNR-managed lands.

AF. Aquatic Life.

Shall mean all living organisms, whether flora or fauna, in or on water.

AG. Aquifer or Spokane Aquifer.

A subterranean body of flowing water, also known as the Spokane-Rathdrum Aquifer, that runs from Pend Oreille Lake to the Little Spokane River.

AH. Aquifer Sensitive Area (ASA).

That area or overlay zone from which runoff directly recharges the aquifer, including the surface over the aquifer itself and the hillside areas immediately adjacent to the aquifer. The area is shown in the map adopted as part of SMC 17E.050.260.

AI. Aquifer Water Quality Indicators.

Common chemicals used for aquifer water quality screening. These are:

1. Calcium,
2. Magnesium,
3. Sodium,
4. Total hardness,
5. Chloride,
6. Nitrate-nitrogen, and
7. Phosphorus.

AJ. Archaeological Areas and Historical Sites.

Sites containing material evidence of past human life, such as structures and tools and/or cultural sites with past significant historical events. These sites are a nonrenewable resource and provided a critical educational link with the past.

AK. Architectural feature.

Ornamental or decorative feature attached to or protruding from an exterior wall or roof, including cornices, eaves, belt courses, sills, lintels, bay windows, chimneys, and decorative ornaments.

AL. Architectural Roof Structure.

Minor tower or turret extending from the cornice or main roof line of a building, typically highlighting a primary corner or building entry. For purposes of the FBC, such features may not be occupied.

1. Area of Shallow Flooding.
   A designated AO or AH Zone on the Flood Insurance Rate Map (FIRM).
2. The base flood depths range from one to three feet.
3. A clearly defined channel does not exist.
4. The path of flooding is unpredictable and indeterminate.
5. Velocity flow may be evident.
6. AO is characterized as sheet flow and AH indicates ponding.

AM. Area of Shallow Flooding.
A designated AO or AH Zone on the Flood Insurance Rate Map (FIRM).

1. The base flood depths range from one to three feet.
2. A clearly defined channel does not exist.
3. The path of flooding is unpredictable and indeterminate.
4. Velocity flow may be evident.
5. AO is characterized as sheet flow and AH indicates ponding.

AN. Area of Special Flood Hazard.
The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Designation on maps always includes the letters A or V.

AO. Arterial.
See:

1. “Principal Arterials” – SMC 17A.020.160,
2. “Minor Arterials” – SMC 17A.020.130,
3. “Collector Arterial” – SMC 17A.020.030, or
4. “Parkway” – SMC 17A.020.160.

AP. Assisted Living Facility.
A multi-family residential use licensed by the state of Washington as a boarding home pursuant to chapter 18.20 RCW, for people who have either a need for assistance with activities of daily living (which are defined as eating, toileting, ambulation, transfer [e.g., moving from bed to chair or chair to bath], and bathing) or some form of cognitive impairment but who do not need the skilled critical care provided by nursing homes.

1. An "assisted living facility" contains multiple assisted living units.
2. An assisted living unit is a dwelling unit permitted only in an assisted living facility.

AQ. Attached Housing.
Two or more dwelling units that are single-family residences on individual lots attached by a common wall at a shared property line. These include:

1. Townhouses,
2. Row houses, and

3. Other similar structures

AR. Attached Structure.

Any structure that is attached by a common wall to a dwelling unit.

1. The common wall must be shared for at least fifty percent of the length of the side of the principal dwelling.
2. A breezeway is not considered a common wall.
3. Structures including garages, carports, and house additions attached to the principal dwelling unit with a breezeway are still detached structures for purposes of this chapter and its administration.

AS. Available Capacity.

Capacity for a concurrency facility that currently exists for use without requiring facility construction, expansion, or modification (RCW 76.70A.020).

AT. Average Grade Level.

Means the average of the natural or existing topography of the portion of the lot, parcel, or tract of real property on that part of the lot to be occupied by the building or structure as measured by averaging the elevations at the center of all exterior walls of the proposed structure.

AU. Awning

A roof-like cover, often made of fabric or metal, designed and intended for protection from the weather or as a decorative embellishment, and which projects from a wall or roof of a structure over a window, walk, or door.

Section 4. That SMC Section A.020.020 is amended to read as follows:

Section 17A.020.020 "B" Definitions

A. Backed Sign.

((~~A sign where the faces of the sign are parallel or within twenty degrees of parallel to each other.~~)) See SMC 17C.240.015.

B. Balloon Sign.

((~~A sign that is blown up with air or gas.~~)) 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.
((~~A sign made of fabric or other similar non-rigid material with no enclosing framework or electrical components that is supported or anchored on two or more edges or at all four corners. Banners also include non-rigid signs anchored along one edge, or two corners, with weights installed that reduce the reaction of the sign to wind. See also Flag.~~)) 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.
1. 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.”
2. Designation on maps always includes the letters A or V.

I. Basement.
The portion of a building having its floor sub-grade (below ground level) on all sides.

J. 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.

K. Bee.
Any stage of development of the common domestic honeybee, Apis mellifera species.

L. Beekeeper.
A person owning, possession, or controlling one or more colonies of bees.

M. 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.

N. 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.

O. Bikeways/Pathways.
Facilities designated for use by commuters and recreational users on foot or bicycle. The following types of bikeway facilities are identified and further defined in the Spokane Regional Pedestrian/Bikeway Plan published by the Spokane Regional Transportation Council:
1. Residential bikeway.
2. Shared-use lane.
3. Paved shoulder.
4. Bicycle lane.
5. Shared-use pathway.

P. 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.

Q. 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.

R. 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.

S. 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.

T. Board.

The board of county commissioners of Spokane County.

U. 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.

V. 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.

W. 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.

X. Breezeway.

A breezeway is a roofed passageway joining two separate structures.

Y. 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.

Z. 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.

AA. 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.

AB. Building Envelope.

The area of a lot that delineates where a building may be placed.

AC. 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

AD. 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.

AE. 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 5. That SMC Section 17A.020.030 is amended to read as follows:

Section 17A.020.030 “C” Definitions

A. Candidate Species.

A species of fish or wildlife, which is being reviewed, for possible classification as threatened or endangered.

B. Carport.

A carport is a garage not entirely enclosed on all sides by sight-obscuring walls and/or doors.

C. Cellular Telecommunications Facility.

They consist of the equipment and structures involved in receiving telecommunication or radio signals from mobile radio communications sources and transmitting those signals

to a central switching computer that connects the mobile unit with the land-based telephone lines.

D. Central Business District.
The general phrase “central business district” refers to the area designated on the comprehensive plan as the “downtown” and includes all of the area encompassed by all of the downtown zoning categories combined.

E. Certificate of Appropriateness.
Written authorization issued by the commission or its designee permitting an alteration or significant change to the controlled features of a landmark or landmark site after its nomination has been approved by the commission.

F. Certificate of Capacity.
A document issued by the planning services department indicating the quantity of capacity for each concurrency facility that has been reserved for a specific development project on a specific property. The document may have conditions and an expiration date associated with it.

G. Certified Erosion and Sediment Control Lead (CESCL).
An individual who is knowledgeable in the principles and practices of erosion and sediment control. The CESCL shall have the skills to assess the:
1. site conditions and construction activities that could impact the quality of stormwater, and
2. effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

The CESCL shall have current certification through an approved erosion and sediment control training program that meets the minimum training standards established by the Washington State department of ecology.

H. Change of Use.
For purposes of modification of a preliminary plat, “change of use” shall mean a change in the proposed use of lots (e.g., residential to commercial).

I. Channel Migration Zone (CMZ).
A corridor of variable width that includes the current river plus adjacent area through which the channel has migrated or is likely to migrate within a given timeframe, usually one hundred years.

J. Channelization.
The straightening, relocation, deepening, or lining of stream channels, including construction of continuous revetments or levees for the purpose of preventing gradual, natural meander progression.

K. City.
The City of Spokane, Washington.

L. Clear Street Width.
The width of a street from curb to curb minus the width of on-street parking lanes.

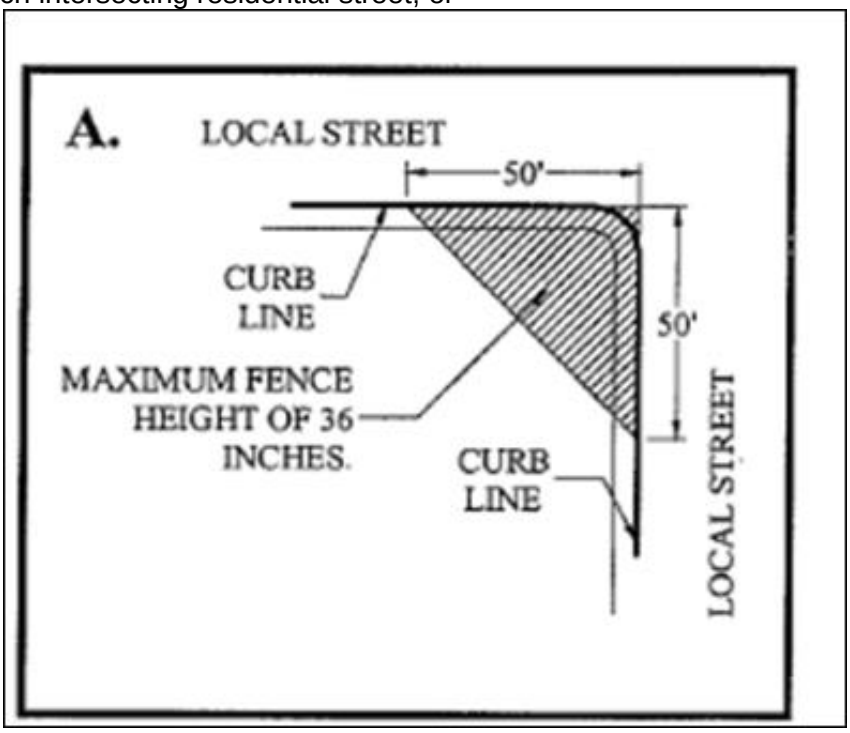
M. Clear Pedestrian Zone

Area reserved for pedestrian traffic; typically included herein as a portion of overall sidewalk width to be kept clear of obstructions to foot traffic.

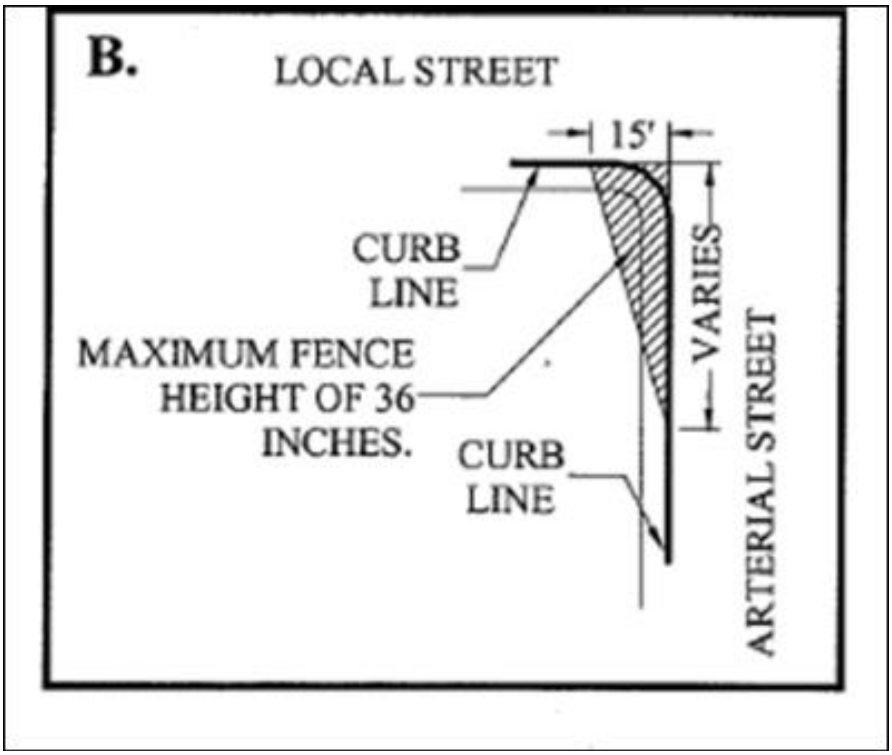
N. Clear View Triangle

A clear view maintained within a triangular space at the corner of a lot so that it does not obstruct the view of travelers upon the streets.

1. A right isosceles triangle having sides of fifty feet measured along the curb line of each intersecting residential street; or

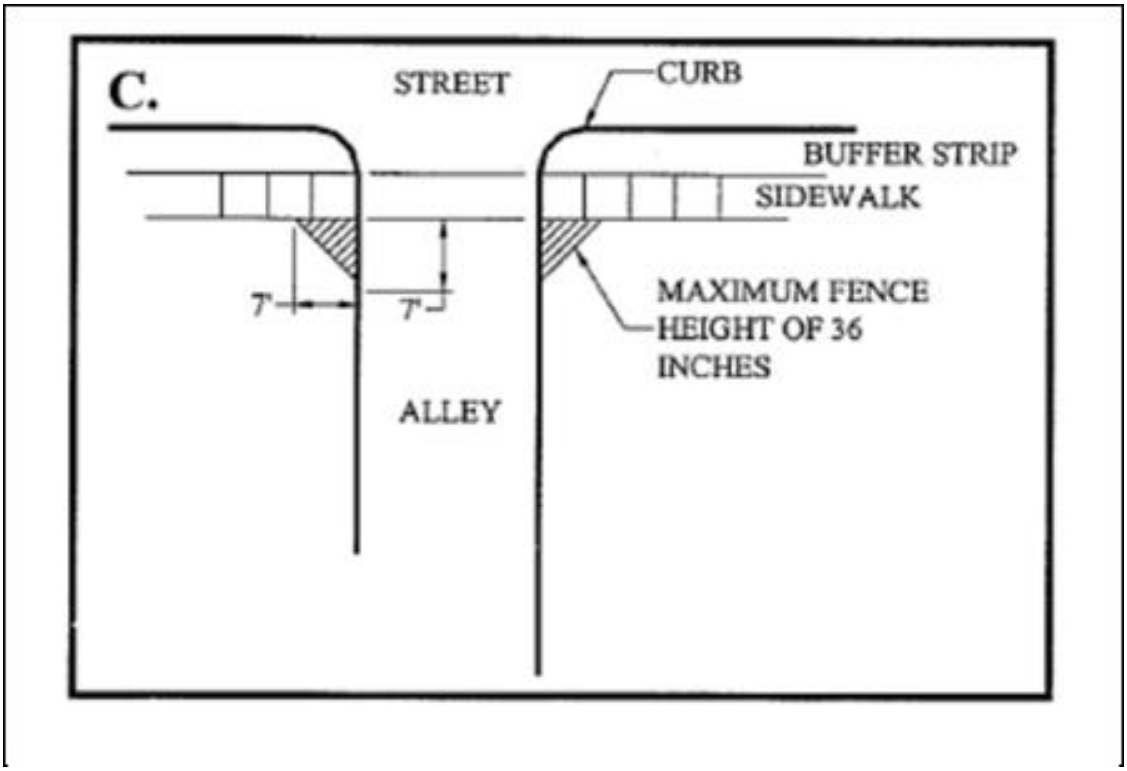


2. A right triangle having a fifteen-foot side measured along the curb line of the residential street and a seventy-five foot side along the curb line of the intersecting arterial street, except that when the arterial street has a speed limit of thirty-five miles per hour, the triangle has a side along such arterial of one hundred twenty-two feet; or



A right isosceles triangle having sides of seven feet measured along the right-of-way line of an alley and:

a. the inside line of the sidewalk; or
b. if there is no sidewalk, a line seven feet inside the curb line.



O. Clear Zone.
An unobstructed, relatively flat area provided beyond the edge of the traveled way for the recovery of errant vehicles.

P. Clearing.
The removal of vegetation or plant cover by manual, chemical, or mechanical means. Clearing includes, but is not limited to, actions such as cutting, felling, thinning, flooding, killing, poisoning, girdling, uprooting, or burning.

Q. Cliffs.
1. A type of habitat in the Washington department of fish and wildlife (WDFW) priority habitat and species system that is considered a priority due to its limited availability, unique species usage, and significance as breeding habitat. Cliffs are greater than twenty-five feet high and below five thousand feet elevation.
2. A “cliff” is a steep slope of earth materials, or near vertical rock exposure. Cliffs are categorized as erosion landforms due to the processes of erosion and weathering that produce them. Structural cliffs may form as the result of fault displacement or the resistance of a cap rock to uniform downcutting. Erosional cliffs form along shorelines or valley walls where the most extensive erosion takes place at the base of the slope.

R. Closed Record Appeal Hearing.
A hearing, conducted by a single hearing body or officer authorized to conduct such hearings, that relies on the existing record created during a quasi-judicial hearing on the application. No new testimony or submission of new evidence and information is allowed.

S. Collector Arterial.
A relatively low speed street serving an individual neighborhood.
1. Collector arterials are typically two-lane roads with on-street parking.
2. Their function is to collect and distribute traffic from local access streets to principal and minor arterials.

T. Co-location.
Is the locating of wireless communications equipment from more than one provider on one structure at one site.

U. Colony.
A hive and its equipment and appurtenances, including one queen, bees, comb, honey, pollen, and brood.

V. Commercial Driveway.
Any driveway access to a public street other than one serving a single-family or duplex residence on a single lot.

W. Commercial Vehicle.
Any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire.

X. Commission – Historic Landmarks.
The City/County historic landmarks commission.

Y. Community Banner.
((~~A temporary banner made of sturdy cloth or vinyl that is not commercial advertising that has the purpose of the promotion of a civic event, public service announcement, holiday decorations, or similar community and cultural interests and is placed on a structure located in the public right-of-way, subject to procedures authorized by city administrator.~~))See SMC 17C.240.015.

Z. Community Meeting.
An informal meeting, workshop, or other public meeting to obtain comments from the public or other agencies on a proposed project permit prior to the submission of an application.
1. A community meeting is between an applicant and owners, residents of property in the immediate vicinity of the site of a proposed project, the public, and any registered neighborhood organization or community council responsible for the geographic area containing the site of the proposal, conducted prior to the submission of an application to the City of Spokane.
2. A community meeting does not constitute an open record hearing.
3. The proceedings at a community meeting may be recorded and a report or recommendation shall be included in the permit application file.

AA. Compensatory Mitigation.
Replacing project-induced wetland losses or impacts, and includes, but is not limited to, the following:
1. Restoration.
The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former or degraded wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into re-establishment and rehabilitation.
2. Re-establishment.
The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres (and functions). Activities could include removing fill material, plugging ditches, or breaking drain tiles.
3. Rehabilitation.
The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of a degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain in wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland.
4. Creation (Establishment).
The manipulations of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species.
5. Enhancement.
The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is

undertaken for specified purposes such as water quality improvement, flood water retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can lead to a decline in other wetland functions, but does not result in a gain in wetland acres. Activities typically consist of planting vegetation, controlling non-native or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities.

6. Protection/Maintenance (Preservation).
   Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements, repairing water control structures or fences or structural protection such as repairing a barrier island. This term also includes activities commonly associated with the term preservation. Preservation does not result in a gain of wetland acres, may result in a gain in functions, and will be used only in exceptional circumstances.

AB. Comprehensive Plan.
The City of Spokane comprehensive plan, a document adopted pursuant to chapter 36.70A RCW providing land use designations, goals and policies regarding land use, housing, capital facilities, housing, transportation, and utilities.

AC. Conceptual Landscape Plan.
A scale drawing showing the same information as a general site plan plus the location, type, size, and width of landscape areas as required by the provisions of chapter 17C.200 SMC.

1. The type of landscaping, L1, L2, or L3, is required to be labeled.
2. It is not a requirement to designate the scientific name of plant materials on the conceptual landscape plan.

AD. Concurrency Certificate.
A certificate or letter from a department or agency that is responsible for a determination of the adequacy of facilities to serve a proposed development, pursuant to chapter 17D.010 SMC, Concurrency Certification.

AE. Concurrency Facilities.
Facilities for which concurrency is required in accordance with the provisions of this chapter. They are:

1. transportation,
2. public water,
3. fire protection,
4. police protection,
5. parks and recreation,
6. libraries,
7. solid waste disposal and recycling,
8. schools, and
9. public wastewater (sewer and stormwater).

AF. Concurrency Test.

The comparison of an applicant's impact on concurrency facilities to the available capacity for public water, public wastewater (sewer and stormwater), solid waste disposal and recycling, and planned capacity for transportation, fire protection, police protection, schools, parks and recreation, and libraries as required in SMC 17D.010.020.

AG. Conditional Use Permit.

A "conditional use permit" and a "special permit" are the same type of permit application for purposes of administration of this title.

AH. Condominium.

Real property, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions. Real property is not a condominium unless the undivided interests in the common elements are vested in unit owners, and unless a declaration and a survey map and plans have been recorded pursuant to chapter 64.34 RCW.

AI. Confidential Shelter.

Shelters for victims of domestic violence, as defined and regulated in chapter 70.123 RCW and WAC 248-554. Such facilities are characterized by a need for confidentiality.

AJ. Congregate Residence.

A dwelling unit in which rooms or lodging, with or without meals, are provided for nine or more non-transient persons not constituting a single household, excluding single-family residences for which special or reasonable accommodation has been granted.

AK. Conservancy Environments.

Those areas designated as the most environmentally sensitive and requiring the most protection in the current shoreline master program or as hereafter amended.

AL. Container.

Any vessel of sixty gallons or less in capacity used for transporting or storing critical materials.

AM. Context Areas

Established by the Regulating Plan, Context Area designations describe and direct differing functions and features for areas within FBC limits, implementing community goals for the built environment.

AN. Conveyance.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means a mechanism for transporting water from one point to another, including pipes, ditches, and channels.

AO. Conveyance System.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means the drainage facilities and features, both natural and constructed, which collect, contain and provide for the flow of surface and stormwater from the highest points on the land down to receiving water. The natural elements of the conveyance system include swales and small drainage courses, streams, rivers, lakes, and wetlands. The constructed elements of the conveyance system include gutters, ditches, pipes, channels, and most flow control and water quality treatment facilities.

AP. Copy.

((~~Letters, characters, illustrations, logos, graphics, symbols, writing, or any combination thereof designed to communicate information of any kind, or to advertise, announce or identify a person, entity, business, business product, or to advertise the sale, rental, or lease of premises~~))See SMC 17C.240.015.

AQ. Cottage Housing.

1. A grouping of individual structures where each structure contains one dwelling unit.
2. The land underneath the structures is not divided into separate lots.
3. A cottage housing development may contain no less than six and no more than twelve individual structures in addition to detached accessory buildings for storing vehicles. It may also include a community building, garden shed, or other facility for use of the residents.

AR. Council.

The city council of the City of Spokane.

AS. County.

Usually capitalized, means the entity of local government or, usually not capitalized, means the geographic area of the county, not including the territory of incorporated cities and towns.

AT. Covenants, Conditions, and Restrictions (CC&Rs).

A document setting forth the covenants, conditions, and restrictions applicable to a development, recorded with the Spokane County auditor and, typically, enforced by a property owner's association or other legal entity.

AU. Creep.

Slow, downslope movement of the layer of loose rock and soil resting on bedrock due to gravity.

AV. Critical Amount.

The quantity component of the definition of critical material.

AW. Critical Aquifer Recharge Areas (CARA).

Critical aquifer recharge areas (CARA) include locally identified aquifer sensitive areas (ASA) and wellhead protection areas.

AX. Critical Areas.

Any areas of frequent flooding, geologic hazard, fish and wildlife habitat, aquifer sensitive areas, or wetlands as defined under chapter 17E.010 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, and chapter 17E.070.SMC.

AY. Critical Facility.

A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to:

1. schools;
2. nursing homes;
3. hospitals;
4. police;
5. fire;
6. emergency response installations; and
7. installations which produce, use, or store hazardous materials or hazardous waste.

AZ. Critical Material.

1. A compound or substance, or class thereof, designated by the division director of public works and utilities which, by intentional or accidental release into the aquifer or ASA, could result in the impairment of one or more of the beneficial uses of aquifer water and/or impair aquifer water quality indicator levels. Beneficial uses include, but are not limited to:
   domestic and industrial water supply,
   a. domestic and industrial water supply,
   b. agricultural irrigation,
   c. stock water, and
   d. fish propagation.
   Used herein, the designation is distinguished from state or other designation.

2. A list of critical materials is contained in the Critical Materials Handbook, including any City modifications thereto.

BA. Critical Material Activity.
A land use or other activity designated by the manager of engineering services as involving or likely to involve critical materials.
A list of critical materials activities is contained in the Critical Materials Handbook.

A. Critical Materials Handbook.
The latest edition of a publication as approved and amended by the division director of public works and utilities from time to time to accomplish the purposes of this chapter.
   1. The handbook is based on the original prepared by the Spokane water quality management program (“208”) coordination office, with the assistance of its technical advisory committee. It is on file with the director of engineering services and available for public inspection and purchase.
   2. The handbook, as approved and modified by the division director of public works and utilities, contains:
      a. a critical materials list,
      b. a critical materials activities list, and
      c. other technical specifications and information.
   3. The handbook is incorporated herein by reference. Its provisions are deemed regulations authorized hereunder and a mandatory part of this chapter.

BC. Critical Review.

The process of evaluating a land use permit request or other activity to determine whether critical materials or critical materials activities are involved and, if so, to determine what appropriate measures should be required for protection of the aquifer and/or implementation of the Spokane aquifer water quality management plan.

BD. Critical Review Action.

1. An action by a municipal official or body upon an application as follows:
    a. Application for a building permit where plans and specifications are required, except for Group R and M occupancies (SMC 17G.010.140 and SMC 17G.010.150).
    b. Application for a shoreline substantial development permit (SMC 17G.060.070(B)(1)).
    c. Application for a certificate of occupancy (SMC 17G.010.170).
    d. Application for a variance or a certificate of compliance (SMC 17G.060.070(A) or SMC 17G.060.070(B)(1)).
    e. Application for rezoning (SMC 17G.060.070(A)).
    f. Application for conditional permit (SMC 17G.060.070(A)).
    g. Application for a business license (SMC 8.01.120).
    h. Application for a permit under the Fire Code (SMC 17F.080.060).
    i. Application for a permit or approval requiring environmental review in an environmentally sensitive area (SMC 17E.050.260).
    j. Application for connection to the City sewer or water system.
    k. Application for construction or continuing use of an onsite sewage disposal system (SMC 13.03.0149 and SMC 13.03.0304).
    l. Application for sewer service with non-conforming or non-standard sewage (SMC 13.03.0145, SMC 13.03.0314, and SMC 13.03.0324).
    m. Application involving a project identified in SMC 17E.010.120.
    n. Issuance or renewal of franchise; franchisee use of cathodic protection also requires approval or a franchise affecting the City water supply or water system.
    o. Application for an underground storage tank permit (SMC 17E.010.210); and
    p. Application for permit to install or retrofit aboveground storage tank(s) (SMC 17E.010.060(A) and SMC 17E.010.400(D)).
2. Where a particular municipal action is requested involving a land use installation or other activity, and where said action is not specified as a critical review action, the City official or body responsible for approval may, considering the objectives of this chapter, designate such as a critical review action and condition its approval upon compliance with the result thereof.

BE. Critical Review Applicant.

A person or entity seeking a critical review action.

BF. Critical Review Officer – Authority.

1. The building official or other official designated by the director of public works and utilities.
2. For matters relating to the fire code, the critical review officer is the fire official.
3. The critical review officer carries out and enforces the provisions of this chapter and may issue administrative and interpretive rulings.
4. The critical review officer imposes requirements based upon this chapter, regulations, and the critical materials handbook.
5. The officer may adopt or add to any requirement or grant specific exemptions, where deemed reasonably necessary, considering the purpose of this chapter

BG. Critical Review Statement.

A checklist, disclosure form, or part of an application for a critical review action, disclosing the result of critical review. Where not otherwise provided as part of the application process, the critical review officer may provide forms and a time and place to file the statement.

BH. Cumulative Impacts.

The combined, incremental effects of human activity on ecological or critical area functions and values. Cumulative impacts result when the effects of an action are added to or interact with other effects in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

BI. Curb Ramp.

A ramp constructed in the sidewalk to allow wheelchair access from the sidewalk to the street.

BJ. Cutbank.

The concave bank of a moving body of water that is maintained as a steep or even overhanging cliff by the actions of water at its base.

Section 6. That SMC Section 17A.020.040 is amended to read as follows:

Section 17A.020.040 “D” Definitions

A. Day.

A calendar day. A time period expressed in a number of days is computed by excluding the first day and including the last day. When an act to be done requires a City business day, and the last day by which the act may be done is not a City business day, then the last day to act is the following business day.

B. Debris Flow.

Slow moving, sediment gravity flow composed of large rock fragments and soil supported and carried by a mud-water mixture.

C. Debris Slide.

A shallow landslide within rock debris with the slide usually occurring within a relatively narrow zone.

D. “Decibel (dB)” means the measure of sound pressure or intensity.

E. Dedication.
The deliberate appropriation of land, or an easement therein, by its owner for any general and public uses, reserving to the owner no rights other than those that are compatible with the full exercise and enjoyment of the public uses for which the property has been devoted, and accepted for such use by or on behalf of the public. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat, short plat, or binding site plan showing the dedication thereon or by dedication deed to the City. The acceptance by the public shall be evidenced by the approval of such plat, short plat, binding site plan, or at the City’s option, by the City recording such dedication deed with the Spokane County auditor.

F. Degraded Wetland.
A wetland altered through impairment of some physical or chemical property which results in reduction of one or more wetland functions and values.

G. Demolition or Partial Demolition.
The destruction, removal, or relocation, in whole or in part, of a building or structure or a significant feature of a building or structure that is of important historical character. Demolition (or partial demolition) does not include the removal of past additions for the express purpose of restoration of a structure to its historic appearance, form, or function. Demolition (or partial demolition) does not include the destruction or removal of portions of a building or structure that are not significant to defining its historic character. This exclusion is valid so long as the demolition is done as part of a design review application approved pursuant to chapter 17C.040 SMC.

H. Density.
The number of housing units per acre as permitted by the zoning code.

I. Denuded.
Land that has had the natural vegetative cover or other cover removed leaving the soil exposed to mechanical and chemical weathering.

J. Department.
Any of the departments of engineering services, planning services, fire department, or parks and recreation for which responsibility has been assigned by charter or code for administration.

K. Design Departure.
Any change that is sought to modify or waive a design requirement (R) or waive a design presumption (P) contained within the design standards. The design departure process is found in chapter 17G.030 SMC, Design Departures.

L. Design Guidelines.
A set of design parameters for development which apply within a design district, sub-district, or overlay zone. The guidelines are adopted public statements of intent and are used to evaluate the acceptability of a project's design.

M. Design Review Board.

The design review board is defined in chapter 4.13 SMC. The design review board was previously named design review committee. Any reference to design review committee is the same as a reference to the design review board.

N. Designation.
The declaration of a building, district, object, site, or structure as a landmark or historic district.

O. Desired Character.
The preferred and envisioned character (usually of an area) based on the purpose statement or character statement of the base zone, overlay zone, or plan district. It also includes the preferred and envisioned character based on any adopted subarea plans or design guidelines for an area.

P. Detailed Site Plan.
A general site plan to which the following detailed information has been added:
1. Natural vegetation, landscaping, and open spaces.
2. Ingress, egress, circulation, parking areas, and walkways.
3. Utility services.
4. Lighting.
5. Signs.
6. Flood plains, waterways, wetlands, and drainage.
7. Berms, buffers, and screening devices; and
8. Such other elements as required in this chapter.

Q. Developable Area.
Land outside of a critical area and associated buffer including wetlands, fish and wildlife habitat conservation areas, riparian habitat area, landslide areas, steep slope areas, floodplain, floodway, shallow flooding, channel migration zone, and associated buffers, or any other restricted area on a particular piece of property.

R. Development.
Any proposed land use, zoning, or rezoning, comprehensive plan amendment, annexation, subdivision, short subdivision, planned unit development, planned area development, conditional use permit, special use permit, shoreline development permit, or any other property development action permitted or regulated by the Spokane Municipal Code.

S. Development Activity – Floodplain.
Any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials located within the area of special flood hazard.

T. Development Approval.
Any recommendation or approval for development required or permitted by this code.

U. Development Codes.
The state-adopted codes, boiler and pressure vessel, building, electrical, elevator, fire, mechanical, plumbing, and related publications adopted by the City, along with other provisions of this code that relate to private access to, use and obstruction of public

right-of-way, and engineering standards that relate to private construction of public utilities and facilities.

V. Development Permit.
Any permit issued by the City authorizing construction, including a building permit, conditional use permit, substantial development permit, or other permit required by the City.

W. Dike.
An artificial embankment placed at a stream mouth or delta area to hold back sea water for purposes of creating and/or protecting arable land from flooding.

X. Direct Impact.
An impact upon public facilities that has been identified as a direct consequence or result of a proposed development.

Y. Directional.
Any of the four basic compass directions, abbreviated as follows: N, S, E, W, SE, NE, SW, NW shall also be considered as a directional. A directional is placed in front of the root roadway name.

Z. Directional Sign.
((~~A sign exclusively limited to guiding the circulation of motorists or pedestrians on the site.~~))See SMC 17C.240.015.

AA. Director.
The administrative official of the department responsible for compliance with this code, the development codes, and the land use codes. These include the director of building services, director of engineering services, and the director of planning services.

AB. Discharge (n).
In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means runoff, excluding offsite flows, leaving a proposed development through overland flow, built conveyance systems, or infiltration facilities.

AC. Discharge (v).
In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means any disposal, injection, dumping, spilling, pumping, emitting, emptying, leaching, or placing of any material so that such material enters and exits from the MS4 or from any other publicly owned or operated drainage system that conveys storm water. The term includes other verb forms, where applicable.

AD. Discharger.
In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means any person that discharges to the City's MS4 or any other publicly owned or operated drainage system that conveys, manages, or disposes of stormwater flows.

AE. District.

A geographically definable area, urban or rural, small or large, possessing a significant concentration, linkage, or continuity of buildings, objects, sites, and/or structures united by past events or aesthetically by plan or physical development.

AF. Disturbance Area.

In the context of chapter 17D.090 SMC or chapter 17D.060 SMC, this term means an area where soils are exposed or disturbed by development, both existing and proposed. The disturbance area includes staging and storage areas, structures, and areas needed for vehicle access and maneuvering.

AG. Dock.

All platform structures or anchored devices in or floating upon water bodies to provide moorage for pleasure craft or landing for water-dependent recreation.

AH. Documented Habitat.

Habitat classified by state or federal agencies as critical to the survival of endangered or threatened or sensitive animal, fish, or plant species.

AI. Domestic Animal.

1. Large Domestic Animals.
    a. Animals including, but not limited to, horses, donkeys, burros, llamas, alpacas, bovines, goats, sheep, swine, and other animals or livestock of similar size and type.
    b. Young of horses, mules, donkeys, burros, and llamas under one year in age.
    c. Bovines under ten months in age.
    d. Sheep, goats, and swine under three months in age are not included when counting large animals.
2. Small Domestic Animals.
    a. Fowl including, but not limited to, chickens, guinea hens, geese, ducks, turkeys, pigeons, and other fowl not listed or otherwise defined.
    b. Mink, chinchilla, nutria, gnawing animals in general, and other animals of similar size and type.
    c. Small livestock are defined as:
        1. swine- breeds include miniature Vietnamese, Chinese or oriental pot-bellied pigs (sus scrofa vittatus),
        2. other small pig breeds such as Kunekune, Choctaw, and Guinea hogs,
        3. all breeds of goats excluding mature large meat breeds such as Boers, and
        4. all breeds of sheep excluding mature large meat breeds such as Suffolk or Hampshire sheep.
        5. No horned rams shall be permitted as a small livestock.
        6. Under no circumstance shall a small livestock exceed thirty-six inches shoulder height or one hundred and fifty pounds in weight.
    d. Young small animals, livestock or fowl under three months in age are not included when counting small animal, livestock or fowl.

AJ. Drainage Ditch.

An artificially created watercourse constructed to drain surface or ground water. Ditches are graded (man-made), channels installed to collect and convey runoff from fields and roadways. Ditches may include irrigation ditches, waste ways, drains, outfalls, operational spillways, channels, stormwater runoff facilities, or other wholly artificial watercourses, except those that directly result from the modification to a natural watercourse. Ditches channels that support fish are considered to be streams.

AK. Dredge Spoil.
The material removed by dredging.

AL. Dredging.
The removal, displacement, and disposal of unconsolidated earth material such as silt, sand, gravel, or other submerged material from the bottom of water bodies; maintenance dredging and other support activities are included in this definition.

AM. Drift Cell.
Or "drift sector" or "littoral cell" means a particular reach of marine shore in which littoral drift may occur without significant interruption and which contains any natural sources of such drift and also accretion shore forms created by such drift.

AN. Driveway.
An all-weather surface driveway structure as shown in the standard plans.

AO. Duplex.
A building that contains two primary dwelling units on one lot. The units must share a common wall or common floor/ceiling.

AP. Dwelling Unit.
A building, or a portion of a building, that has independent living facilities including provisions for sleeping, cooking, and sanitation, and that is designed for residential occupancy by a group of people. Buildings with more than one set of cooking facilities are considered to contain multiple dwelling units unless the additional cooking facilities are clearly accessory, such as an outdoor grill.

Section 7. That SMC Section 17A.020.050 is amended to read as follows:
Section 17A.020.050 "E" Definitions

A. Early Notice.
The lead agency's response to an applicant stating whether it considers issuance of a determination of significance likely for the applicant's proposal (Mitigated Determination of Nonsignificance [DNS] procedures).

B. Easement.
A right granted by a property owner to specifically named parties or to the public for the use of certain land for specified purposes.

C. Ecological Functions.
Or "shoreline functions" means the work performed or role played by the physical, chemical, and biological processes that contribute to the maintenance of the aquatic and terrestrial environments that constitute the shoreline's natural ecosystem. See WAC 173-26-201(2)(c).

D. Eave
The lower border of a roof that overhangs the wall, typically associated with exposed sloped roof elements.

E. Ecologically Intact Shorelines.
Those shoreline areas that retain the majority of their natural shoreline functions, as evidenced by the shoreline configuration and the presence of native vegetation. Generally, but not necessarily, ecologically intact shorelines are free of structural shoreline modifications, structures, and intensive human uses. In forested areas, they generally include native vegetation with diverse plant communities, multiple canopy layers, and the presence of large woody debris available for recruitment to adjacent water bodies. Recognizing that there is a continuum of ecological conditions ranging from near natural conditions to totally degraded and contaminated sites, this term is intended to delineate those shoreline areas that provide valuable functions for the larger aquatic and terrestrial environments which could be lost or significantly reduced by human development. Ecologically intact status of a shoreline is determined on a case-by-case basis.

F. Economic Hardship.
An owner's inability to make reasonable economic use of a historic structure as determined pursuant to SMC 17D.040.230.

G. Ecosystem-wide Processes.
The suite of naturally occurring physical and geologic processes of erosion, transport, and deposition; and specific chemical processes that shape landforms within a specific shoreline ecosystem and determine both the types of habitat and the associated ecological functions.

H. Electric Sign.
((~~Any sign containing electrical wiring, lighting, or other electrical components, but not including signs illuminated by a detached exterior light source.~~))See SMC 17C.240.015.

I. Elevated Building.
For insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

J. Emergent Wetland.
A wetland with at least thirty percent of the surface area covered by erect, rooted, herbaceous wetland vegetation as the uppermost vegetative strata.

K. Enclosed Roof Structure
Conditioned, occupiable structure extending beyond the roof line of a building; commonly termed a penthouse. For purposes of the HFBC, Enclosed Roof Structures must be set back from the parapet of a building to qualify for height limit exceptions.

L. Endangered Species.
A wildlife species whose prospects for survival are in immediate danger because of a loss or change in habitat, exploitation, predation, competition, disease, disturbance, or contamination and that are designated as such by a governmental agency.

M. Enhancement.
See "Compensatory Mitigation" (SMC 17A.020.030).

N. Erosion.
The wearing away of the ground surface as a result of mass wasting or the movement of wind, water, soil, and/or ice.

O. Essential Habitat.
Habitat necessary for the survival of federally listed threatened, endangered and sensitive species and state listed priority species.

P. Ex Parte Communication.
Any oral or written communication made by any person, including a City employee or official, pertaining to a matter that is or will be within the jurisdiction of the hearing examiner made outside of a public record.

Q. Existing Manufactured Home Park or Subdivision – Floodplain.
A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before July 1, 2004.

R. Exotic.
Any species of plants or animals that are not indigenous and are foreign to the planning area.

S. Expansion to an Existing Manufactured Home Park or Subdivision – Floodplain.
The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

T. Extirpation.
The local destruction of or extermination of a species.

U. Extraordinary Hardship.
That the strict application of the provisions of this code and/or rules adopted to implement this code would prevent all economically viable use of the property.

Section 8. That SMC Section 17A.020.060 is amended to read as follows:

Section 17A.020.060 "F" Definitions

A. Facade.
All the wall planes of a structure as seen from one side or view. For example, the front facade of a building would include all of the wall area that would be shown on the front elevation of the building plans.

B. Facade Easement.
A use interest, as opposed to an ownership interest, in the property of another. The easement is granted by the owner to the City or County and restricts the owner's

exercise of the general and natural rights of the property on which the easement lies. The purpose of the easement is the continued preservation of significant exterior features of a structure.

C. Facility and Service Provider.
The department, district, or agency responsible for providing the specific concurrency facility.

D. Factory-built Structure.
    1. "Factory-built housing" is any structure designed primarily for human occupancy, other than a mobile home, the structure or any room of which is either entirely or substantially prefabricated or assembled at a place other than a building site.
    2. "Factory-built commercial structure" is a structure designed or used for human habitation or human occupancy for industrial, educational, assembly, professional, or commercial purposes, the structure or any room of which is either entirely or substantially prefabricated or assembled at a place other than a building site.

E. Fair Market Value.
The open market bid price for conducting the work, using the equipment and facilities, and purchase of the goods, services, and materials necessary to accomplish the development. This would normally equate to the cost of hiring a contractor to undertake the development from start to finish, including the cost of labor, materials, equipment and facility usage, transportation and contractor overhead, and profit. The fair market value of the development shall include the fair market value of any donated, contributed, or found labor, equipment, or materials.

F. Fascia Sign.
((~~A single-faced sign attached flush to a building or other structure or a sign consisting of light projected onto a building or other structure. Fascia signs do not include signs that are attached to or projected onto structures defined as sign structures by this chapter.~~))<u>See SMC 17C.240.015.</u>

G. Feasible (Shoreline Master Program).
    1. For the purpose of the shoreline master program, means that an action, such as a development project, mitigation, or preservation requirement, meets all of the following conditions:
        a. The action can be accomplished with technologies and methods that have been used in the past in similar circumstances, or studies or tests have demonstrated in similar circumstances that such approaches are currently available and likely to achieve the intended results;
        b. The action provides a reasonable likelihood of achieving its intended purpose; and
        c. The action does not physically preclude achieving the project's primary intended legal use.
    2. In cases where these guidelines require certain actions, unless they are infeasible, the burden of proving infeasibility is on the applicant.
    3. In determining an action's infeasibility, the reviewing agency may weigh the action's relative public costs and public benefits, considered in the short- and long-term time frames.

H. Feature.
To give special prominence to.

I. Feeder Bluff.
Or “erosional bluff” means any bluff (or cliff) experiencing periodic erosion from waves, sliding, or slumping, and/or whose eroded sand or gravel material is naturally transported (littoral drift) via a driftway to an accretion shoreform; these natural sources of beach material are limited and vital for the long-term stability of driftways and accretion shoreforms.

J. Fill.
The addition of soil, sand, rock, gravel, sediment, earth retaining structure, or other material to an area waterward of the ordinary high-water mark in wetlands, or on shorelands in a manner that raises the elevation or creates dry land.

K. Financial Guarantee.
A secure method, in a form and in an amount both of which are acceptable to the city attorney, providing for and securing to the City the actual construction and installation of any improvements required in connection with plat and/or building permit approval within a period specified by the City, and/or securing to the City the successful operation of the improvements for two years after the City’s final inspection and acceptance of such improvements. There are two types of financial guarantees under chapter 17D.020 SMC, Financial Guarantees: Performance guarantee and performance/warranty retainer.

L. Fish Habitat.
A complex of physical, chemical, and biological conditions that provide the life-supporting and reproductive needs of a species or life stage of fish. Although the habitat requirements of a species depend on its age and activity, the basic components of fish habitat in rivers, streams, ponds, lakes, estuaries, marine waters, and near-shore areas include, but are not limited to, the following:

1. Clean water and appropriate temperatures for spawning, rearing, and holding.
2. Adequate water depth and velocity for migrating, spawning, rearing, and holding, including off-channel habitat.
3. Abundance of bank and in-stream structures to provide hiding and resting areas and stabilize stream banks and beds.
4. Appropriate substrates for spawning and embryonic development. For stream- and lake-dwelling fishes, substrates range from sands and gravel to rooted vegetation or submerged rocks and logs. Generally, substrates must be relatively stable and free of silts or fine sand.
5. Presence of riparian vegetation as defined in this program. Riparian vegetation creates a transition zone, which provides shade and food sources of aquatic and terrestrial insects for fish.
6. Unimpeded passage (i.e., due to suitable gradient and lack of barriers) for upstream and downstream migrating juveniles and adults.

M. Flag.
((~~A sign made of fabric or other similar non-rigid material supported or anchored along only one edge or supported or anchored at only two corners. If any dimension of the flag is more than three times as long as any other dimension, it is classified and regulated as~~

~~a banner regardless of how it is anchored or supported. See also "Banner."))~~See SMC 17C.240.015.

N. Float.
A floating platform similar to a dock that is anchored or attached to pilings.

O. Flood Insurance Rate Map or FIRM.
The official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the City.

P. Flood Insurance Study (FIS).
The official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

Q. Flood or Flooding.
A general and temporary condition of partial or complete inundation of normally dry land areas from:
1. The overflow of inland waters; or
2. The unusual and rapid accumulation of runoff of surface waters from any source.

R. Flood-proofing.
Structural provisions, changes, adjustments, or a combination thereof, to buildings, structures, and works in areas subject to flooding in order to reduce or eliminate the damages from flooding to such development and its contents, as well as related water supplies and utility facilities.

S. Floodway.
The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. As defined under Section 90.58.030 RCW, or as amended.

T. Floor Area.
The total floor area of the portion of a building that is above ground. Floor area is measured from the exterior faces of a building or structure. Floor area does not include the following:
1. Areas where the elevation of the floor is four feet or more below the lowest elevation of an adjacent right-of way.
2. Roof area, including roof top parking.
3. Roof top mechanical equipment.
4. Attic area with a ceiling height less than six feet nine inches.
5. Porches, exterior balconies, or other similar areas, unless they are enclosed by walls that are more than forty-two inches in height, for fifty percent or more of their perimeter; and
6. In residential zones, FAR does not include mechanical structures, uncovered horizontal structures, covered accessory structures, attached accessory structures (without living space), detached accessory structures (without living space).

U. Floor Area Ratio (FAR).

The amount of floor area in relation to the amount of site area, expressed in square feet. For example, a floor area ratio of two to one means two square feet of floor area for every one square foot of site area.

V. Focused Growth Area.
Includes mixed-use district centers, neighborhood centers, and employment centers.

W. Frame Effect.
A visual effect on an electronic message sign applied to a single frame to transition from one message to the next. This term shall include, but not be limited to scrolling, fade, and dissolve. This term shall not include flashing.

X. Freestanding Sign.
((~~A sign on a frame, pole, or other support structure that is not attached to any building.~~))See SMC 17C.240.015

Y. Frontage.
The full length of a plot of land or a building measured alongside the road on to which the plot or building fronts. In the case of contiguous buildings individual frontages are usually measured to the middle of any party wall.

Section 9. That SMC Section 17A.020.090 is amended to read as follows:

Section 17A.020.090 "I" Definitions

A. Illegal Discharge.
Any direct or indirect non-storm water discharge to MS4.

B. Illicit Connection(s).
Any man-made conveyance that is connected to the MS4 in violation of chapter 17D.060 SMC.

C. Illicit Discharge.
This term is covered in SMC 17D.060.190.

D. Illuminated Wall Highlights.
Lighted areas that highlight a building's architectural or structural features and that do not convey a message or image. Illuminated wall highlights can either be created by light projected onto a feature or highlighting a feature with neon tubing or other light fixture.

E. Impact Fee.
A charge or fee assessed by the City which mitigates all or any portion of a direct impact.

F. Impermeable Sediment.
Sediment restricting the flow of water.

G. Impervious Surface
Ground surfaces and coverings composed of water-impenetrable materials such as asphalt, concrete, brick, stone and rooftops.

H. Improvements.
Improvements require under conditions of approval such as streets, drainage facilities, and utilities.

I. Incentives.
Such rights or privileges as may from time to time exist to compensate the owner for the imposition of controls on a designated district or landmark.

J. In-ground Storage Tank (IST).
Any one or a connected combination of tanks that is used to contain an accumulation of liquid critical materials, the aggregate of which (including the volume of piping connected thereto) is more than sixty gallons that is situated to any degree within the ground, and the entire exterior surface of the tank cannot be fully visually inspected. The surface area of tank located above the ground will be treated as an aboveground storage tank (AST), and the area below the ground will be treated as an underground storage tank (UST).

K. In-kind Compensation.
The restoration or replacement of a wetland with hydrogeomorphic characteristics closely approximating those of a specified wetland.

L. Inner Gorge Slope.
Canyon walls created by a combination of stream downcutting/undercutting and mass wasting on the slope walls. Inner gorges may show evidence of recent movement, such as landslides, surface erosion, vertical tracks of disturbance vegetation, or areas that are concave in contour and/or profile. The steepness of inner gorges varies with the underlying materials. Slope gradients as gentle as about twenty-eight degrees (fifty-three percent) can be unstable in gorges, cut into incompetent bedrock, weathered materials or unconsolidated deposits. A minimum vertical height of ten feet is usually applied to distinguish between inner gorges and slightly incised streams. The top edge of an inner gorge is typically distinguished by a distinct break in slope. The upper boundary of an inner gorge is assumed to be a line along the first break in slope of at least ten degrees (seventeen percent).

M. In-stream Structure.
A structure placed by humans within a stream or river waterward of the ordinary high-water mark that either causes or has the potential to cause water impoundment or the diversion, obstruction, or modification of water flow. In-stream structures may include those for hydroelectric generation, irrigation, water supply, flood control, transportation, utility service transmission, fish habitat enhancement, or other purpose.

N. Infiltration.
The downward entry of water into the immediate surface of soil.

O. Integral Curb and Gutter.
Concrete curb and gutter which is formed and placed as one unit.

P. “Interior Noise Level” means the average level of sound expressed in decibels (dB) measured in any habitable room with exterior windows and doors closed.

Q. Interpretive Signs.

((~~A sign that identifies historic buildings or sites where important events occurred or which serve educational, cultural, historical, or scientific purposes.~~))See SMC 17C.240.015.

R. Interstitial Monitoring.
A method of leak detection based on determining if there has been a failure of one of the containment layers surrounding an interstitial space. Monitoring methods may include the:
1. detection of pressure changes within the space;
2. detection of vapors from the contained material within the space; or
3. physical detection of contained material, or water from outside the container, within the space.

S. Interstitial Space.
The volume between two separate layers of a secondary or multiple containment system. The space may be filled with air or other gas or it may be filled with a porous material.

T. Invasive Species.
A species that is:
1. non-native (or alien) to city of Spokane; and
2. whose introduction causes or is likely to cause economic or environmental harm, or harm to human health.

Invasive species can be plants, animals, and other organisms (e.g., microbes). Human actions are the primary means of invasive species introductions.

U. Isolated Wetlands.
Those wetlands which:
1. are outside of and not contiguous to any hundred-year floodplain of a lake, river, or stream; and
2. have no contiguous hydric soil or hydrophytic vegetation between the wetland and any waters of the United States.

Section 10. That SMC Section 17A.020.130 is amended to read as follows:

Section 17A.020.130 “M” Definitions

A. Main Assembly Area.
The principal room for persons gathering for religious services.

B. Maintenance.
Or “repair” means those usual activities required to prevent a decline, lapse, or cessation from a lawfully established condition or to restore the character, scope, size, and design of a serviceable area, structure, or land use to a state comparable to its previously authorized and undamaged condition. This does not include any activities that change the character, scope, or size of the original structure, facility, utility, or improved area beyond the original design.

C. Manufactured Home.

1. “Manufactured home” is a single-family dwelling unit constructed after June 15, 1976, built in accordance with department of housing and urban development Manufactured Home Construction and Safety Standards Act, which is a national, preemptive building code.
2. “Manufactured home accessory structure” is any attached or detached addition to a manufactured home, such as an awning, basement, carport, garage, porch, or storage structure, which is ordinarily appurtenant.

D. Manufactured Home Park.
Two or more manufactured homes or mobile homes used as dwelling units on a single parcel or lot.

E. Marquee Sign.
((~~A sign incorporated into or attached to a marquee or permanent canopy.~~))See SMC 17C.240.015.

F. Marsh.
A low, flat wetland area on which the vegetation consists mainly of herbaceous plants such as cattails, bulrushes, tules, sedges, skunk cabbage, or other hydrohytic plants. Shallow water usually stands on a marsh at least during part of the year.

G. Mean Annual Flow.
The average flow of a river or stream (measured in cubic feet per second) from measurements taken throughout the year. If available, flow data for the previous ten years should be used in determining mean annual flow.

H. Mining.
The extraction and removal of sand, gravel, minerals, or other naturally occurring material from the earth for economic use.

I. Minor Arterials.
A two- to four-lane facility which collects and distributes traffic from principal arterials to collector arterials and local access streets.

J. Mitigation – Mitigate.
An action which avoids a negative adverse impact and is reasonable and capable of being accomplished.

K. Mitigation – Mitigation Sequencing.
The use of any or all of the following actions listed in descending order of preference:
1. Avoiding the impact altogether by not taking a certain action or parts of an action.
2. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts.
3. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment.
4. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action.
5. Compensating for the impact by replacing, enhancing, or providing substitute resources or environments; or

6. Monitoring the impact and the compensation project and taking appropriate corrective measures.

Mitigation may include a combination of the above measures.

L. Mobile Home.
A factory-built dwelling built prior to June 15, 1976, to standards other than the housing and urban development code, and acceptable under applicable state codes in effect at the time of construction of introduction of the home into the state. Mobile homes have not been built since introduction of the housing and urban development Manufactured Home Construction and Safety Standards Act.

M. Mobile Home Park.
Any real property which is rented or held out for rent to others for the placement of two or more mobile homes, manufactured homes, or park models for the primary purpose of production of income, except where such real property is rented or held out for rent for seasonal recreational purpose only and is not intended for year-round occupancy.

N. Modification to a Preliminary Plat, Short Plat, or Binding Site Plan.
A change, prior to recording, of an approved preliminary plat, preliminary short plat, or binding site plan that includes, but is not limited to, the addition of new lots or tracts, or a change of the boundaries or dimensions of lots or tracts.

O. Modular Home.
A single-family dwelling unit (which may be in the form of a factory-built or manufactured housing permit as well as a standard building permit) constructed in a factory in accordance with International Building Code and bearing the appropriate gold insignia indicating such compliance. The term includes “pre-fabricated,” “panelized,” and “factory-built” units.

P. Modulation.
A measured and proportioned inflection in a building’s face. Articulation, modulation, and their interval create a sense of scale important to residential buildings.

Q. Monitoring.
Periodic evaluation of a wetlands restoration, creation, or enhancement site or habitat management plan area to determine changes at the site, such as vegetation growth, hydrologic changes, soil development, and use of the site by birds and animals.

R. Monument.
A physical survey monument as shown in the City's standard plans.

S. Monument Sign.
((~~A freestanding sign where the base of the sign structure is on the ground or a maximum of twelve inches above the lowest point of the ground adjacent to the sign. The width of the top of the sign structure can be no more than one hundred twenty percent of the width of the base.~~))See SMC 17C.240.015.

T. Multi-family Residential Building.
A common wall dwelling or apartment house that consists of three or more dwelling units.

U. Multiple Containment.
A means of spill or leak control involving a containment structure having one or more layers of material between the primary container and the environment.
1. Containment layers must be resistant to the material stored.
2. The volume within the containment system must be at least as large as the primary container.
3. Containment layers may be separated by an interstitial space.

V. Municipal Separate Storm Sewer System (MS4).
A conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):
1. owned or operated by a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of wastes, stormwater, or other wastes, including special districts under state law such as sewer district, flood control district, or drainage district, designated and approved management agency under section 208 of the Clean Water Act that discharges to water of the United States;
2. designed or used for collecting or conveying stormwater;
3. which is not a combined sewer; and
4. which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR (Code of Federal Regulation) 122.2.

W. MUTCD.
The U.S. department of transportation Manual on Uniform Traffic Control Devices.

Section 11. That SMC Section 17A.020.140 is amended to read as follows:

Section 17A.020.140 “N” Definitions

A. National Pollutant Discharge Elimination System (NPDES).
The national program for issuing, modifying, revoking, and reissuing, terminating, monitoring, and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the state from point sources. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State department of ecology.

B. National Register.
The register maintained pursuant to P.L. 89-655, 80 Stat. 915, as amended.

C. Native Plant Community.
The collective product of individual plants indigenous to a particular locale responding to shared habitats.

D. Native Vegetation.
Plant species, which are indigenous to the planning area.

E. Natural Location of Drainage Systems.
The location of those predominate channels, swales, and pre-existing and established systems as defined by the earliest documented topographic contours existing for the

subject property, either from maps or photographs, site inspections or other appropriate means.

F. New Construction – Floodplain.
Structures for which the date of complete application for permit commenced on or after July 1, 2004.

G. New Manufactured Home Park or Subdivision – Floodplain.
A manufactured home park or subdivision for which a complete application, as defined by SMC 17G.060.090, for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the permit for the individual unit.

H. NFPA 30.
The National Fire Prevention Association's flammable and combustible liquids code.

I. "Noise level reduction (NLR)" means the amount of noise reduction required through construction and incorporation of sound reduction materials and design to reduce interior noise levels.

J. "Noise reduction coefficient (NRC)" means the arithmetic average of the sound absorption coefficients of a material at 250, 500, 1,000, and 2,000 Hz.

K. No Net Loss of Shoreline Ecological Functions.
A public policy goal that means the maintenance of the aggregate total of the City's shoreline ecological functions at its current level of environmental resource productivity. As a development and/or mitigation standard, no net loss requires that the impacts of a particular shoreline development and/or use, whether permitted or exempt, be identified and prevented or mitigated, such that it has no resulting adverse impacts on shoreline ecological functions or processes. Each project shall be evaluated based on its ability to meet the no net loss standard commensurate with its scale and character.

L. Nominal Driveway Width.
The driveway width measured at the face of curb, from driveway joint to driveway joint, as shown in the standard plans.

M. Nomination.
The process by which a building, district, object, site, or structure is recommended for placement on a register.

N. Nonbuildable Tract.
Land reserved for specified uses including, but not limited to:
1. reserve tracts,
2. recreation,
3. open space,
4. critical areas,
5. surface water retention,
6. utility facilities and access.

Nonbuildable tracts are not considered lots or building sites.

O. Nonconforming Development.
An element of a development, such as a setback, height, or parking area, that was created in conformance with development regulations but which subsequently, due to a change in the zone or zoning regulations, is no longer in conformance with the current applicable development standards.

P. Nonconforming Sign.
((~~A sign that was created and issued a permit in conformance with development regulations, but which subsequently, due to a change in the zone or land use regulations, is no longer in conformance with the current applicable development standards.~~))See SMC 17C.240.015.

Q. Nonconforming Situation.
A nonconforming residential density, nonconforming development or nonconforming use. A situation may be nonconforming in more than one aspect. For example, a site may contain a nonconforming use and also have some nonconforming development.

R. Nonconforming Use.
A use or the amount of floor area of a use that was allowed by right when established or a use that obtained a required land use approval when established, that is now prohibited in the zone due to a subsequent change in the zone or zoning regulations.

S. Non-water Oriented Uses.
A use that is not water-dependent, is not water-related, and is not water-enjoyment. Non-water oriented uses have little or no relationship to the shoreline and are not considered priority uses under the shoreline management act. Any use that does not meet the definition of water-dependent, water-related, or water-enjoyment is classified as non-water oriented.

T. Noxious Weeds.
Those plants which are non-native, highly destructive, and competitive as defined by chapter 17.10 RCW, or as amended.

U. Nursing Home.
A residence, licensed by the state, that provides full-time convalescent and/or chronic care for individuals who, by reason of chronic illness or infirmity, are unable to care for themselves.
1. No care for the acutely ill or surgical or obstetrical services shall be provided in such a residence.
2. This definition excludes hospitals or sanitariums.

Section 12. That SMC Section 17A.020.160 is amended to read as follows:

Section 17A.020.160 “P” Definitions

A. Painted Wall Highlights.
((~~Painted areas that highlight a building's architectural or structural features and that do not convey a message or image.~~)) See SMC 17C.240.015.

B. Painted Wall Sign.

((~~A sign applied to a building wall with paint or a thin layer of vinyl, paper, or similar material adhered directly to the building surface and that has no sign structure.~~)) See SMC 17C.240.015.

C. Parcel.
See “Lot” (SMC 17A.020.120).

D. Parkway.
1. A street serving as a principal, minor, or collector arterial, typically with recreational or scenic opportunities.
2. Parkways will often have landscaped medians.

E. Party of Record.
Any person who has appeared at a hearing of the hearing examiner by presenting testimony or making written comment.

F. Paved Area.
1. An uncovered, hard-surfaced area or an area covered with a perforated hard surface (such as “Grasscrete”) that is able to withstand vehicular traffic or other heavy-impact uses.
2. Graveled areas are not paved areas.

G. Pedestrian Buffer Strips (PBS).
A hard-surfaced or planted area(s) between travel or parking lanes and sidewalks, also called planting strips. PBS improves safety by separating vehicles and pedestrians and provide space for drainage, street trees and snow storage.

H. Pedestrian Path
A continuous, unobstructed, reasonably direct route between an on-site parking lot and a Primary Building Entry designed and suitable for pedestrian use. Minimum requirements for Pedestrian Paths are listed in Section 17C.123.040 of the FBC.

I. Pedestrian-Scaled Fixtures (lighting)
Pole-mounted light fixtures placed and designed to illuminate foot-traffic areas including exterior lots, pathways or sidewalks. For purposes of the HFBC, Pedestrian-Scaled Fixtures are defined by height as measured from ground to bottom of shade or bulb.

J. Pedestrian-Scaled Signs
((~~Permanent, first-floor, exterior signs designed and placed to address pedestrian traffic; may be mounted flush with or projecting from a column, building wall, awning or transom.~~))See SMC 17C.240.015.

K. Pedestrian Street.
1. A street designated on the official zoning map as a pedestrian street where development standards are required to promote a pedestrian friendly street. Pedestrian streets offer a pleasant and safe walking environment. Design features include minimal interruptions of the sidewalk by driveways, publicly usable site furnishing such as benches, tables, and bike racks, and visually interesting buildings close to the sidewalk.

L. Performance Guarantee.

A “financial guarantee” providing for and securing to the City the actual construction and installation of the required improvements.

M. Performance/Warranty Retainer.
A “financial guarantee” both providing for and securing to the City the actual construction and installation of such improvements, and securing to the City the successful operation of the improvements for two years after the City’s final inspection and acceptance of the improvements.

N. Permanent Erosion and Sediment Control Measures.
A combination of plants, mulch, sod, matting, erosion control blankets, and permanent structures that will provide long-term soil stabilization.

O. Permanent Sign.
((~~Any sign not classified as a temporary sign.~~))See SMC 17C.240.015.

P. Permanent Stabilization.
See Permanent Erosion and Sediment Control Measures.

Q. Permeable Sediment.
Sediment permitting the flow of water.

R. Person.
Any natural person, whether acting individually or in a representative capacity, partnership, joint venture, corporation, or other legal entity.

S. Pier.
Any platform structure, fill, or anchored device in or floating upon water bodies to provide moorage for watercraft engaged in commerce, including, but not limited to, wharves, mono-buoys, quays, ferry terminals, and fish weighing station.

((~~T. Pitched Roof Sign.~~
~~A sign attached to a roof with a pitch of one-to-four or greater and placed parallel to the building wall.~~))

((~~U.~~)) T. Planned Capacity.
For all capital facilities, except transportation, capacity for a concurrency facility that does not exist, but for which the necessary facility construction, expansion, or modification project is contained in the current adopted City of Spokane comprehensive plan, capital improvement program and scheduled to be completed within six years. (RCW 36.70A.020).

((~~V.~~)) U. Planned Capacity for Transportation Facilities.
Capacity for transportation facilities, including roads and transit, that does not exist, but where transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development.

1. These strategies may include:
    a. increased public transportation service,
    b. ride sharing programs,
    c. demand management, and
    d. other transportation systems management strategies.

2. For transportation facilities, “concurrent with the development” shall mean that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years (RCW 36.70A.070(6)(b)).

((~~W.~~)) V. Planned Unit Development (PUD).

1. A planned unit development is a project permit for an overlay zone, approved by the hearing examiner, which does not fully comply with all of the development standards of the base zone in which it is located, but is approved based on superior or innovative design.
2. The City may permit a variety of types, design, and arrangement of structures and enable the coordination of project characteristics with features of a particular site in a manner consistent with the public health, safety, and welfare.

((~~X.~~)) W. Plans.

Planning documents, which are developed by the various departments of the City, pertaining to the orderly development of public facilities.

((~~Y.~~)) X. Planting Zone

Area for street trees, ground cover or other plantings; typically included herein as a portion of overall sidewalk width reserved for locating permanent trees and tree grates.

((~~Z.~~)) Y. Plat – Final.

A map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets, alleys, or other divisions and dedications and containing all elements and requirements set forth in this chapter and chapter 58.17 RCW.

((~~AA.~~)) Z. Plat – Preliminary.

1. A neat and approximate drawing of a proposed subdivision showing the general layout of streets, alleys, lots, blocks, and other elements of a subdivision required by this chapter and chapter 58.17 RCW.
2. The preliminary plat shall be the basis for the approval or disapproval of the general layout of a subdivision.

((~~AB~~.)) AA. Plaza.

Areas generally open to the public on a controlled basis and used for passive recreational activities and relaxation.

Plazas are paved areas typically provided with amenities, such as seating, drinking, and ornamental fountains, art, trees, and landscaping, for use by pedestrians.

((~~AC.~~)) AB. Plinth

The base or platform upon which a building wall or column appears to rest, helping establish pedestrian-scaled elements and aesthetically tying the building to the ground.

((~~AD.~~)) AC. Pollutant.

Any substance which is prohibited or limited by applicable laws or regulations, which is released or discharged in conjunction with development. Any substance that causes or contributes to violation of air, land, or water quality standards, released or discharged.

((~~AE.~~)) AD. Pollution.

Contamination, or other alteration of the physical, chemical, or biological properties of air, land, water or wetlands, or such discharge of any liquid, gaseous, solid, radioactive, or other substance into air, land, water, or wetlands as will or is likely to cause a nuisance or render such air, land, water, or wetlands harmful, detrimental, or injurious to the public health, safety, or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wildlife, fish, native vegetation, or other aquatic life.

((~~AF.~~)) AE. Potential Geologically Hazardous Areas.

Areas designated on maps maintained in the City's planning services department. They are classified "potential" because they have not been confirmed by field investigation nor do they necessarily include the full extent of all geologically hazardous areas within the City. The maps are intended to alert property owners, purchasers, developers, etc., to the possible existence of significant geological hazards, which may warrant further geotechnical study.

((~~AG.~~)) AF. Practicable Alternative.

An alternative that is available and capable of being carried out after taking into consideration cost, existing technology, and logistics in light of overall project purposes and having less impact to critical areas. It may involve using an alternative site in the general region that is available to the applicant and may feasibly be used to accomplish the project.

((~~AH.~~)) AG. Predevelopment Meetings.

Meetings between City or agency staff and an applicant or their representatives prior to formal submission of a detailed application. They are intended to provide an overview of the regulatory requirements, application process, and procedural submission requirements.

((~~AI.~~)) AH. Principal Buildings

Where multiple buildings occupy a single lot, those buildings that are associated with the prevailing use of that site.

((~~AJ.~~)) AI. Primary Building Entry

Access or entrance of first rank, importance or value, visually associated with the prevailing ground-floor use of a building.

((~~AK.~~)) AJ. Primary Building Walls.

Any exterior building wall that faces a street and contains a public entrance to the occupant's premises or tenant space. If an individual tenant space does not have a street facing wall, or does not have a street facing wall containing a public entrance, then the primary building wall for that individual tenant space is any wall containing a public entrance that faces a parking area on the site. (See Figure 1, SMC 17C.240.130, Primary Building Walls)

((~~AL.~~)) AK. Primary Container.

The container that is in direct contact with the material of concern during the course of normal transport, use, or storage.

((~~AM.~~)) AL. Primary Drainage Basin.

The basin of the stream or tributary within which a project is proposed, not including basins of major tributaries. For the purpose of this regulation the primary drainage basin of:

1. Latah Creek is not a part of the primary drainage basin of the Spokane River,
2. Marshall Creek is not a part of the primary drainage basin of Latah Creek.

((~~AN.~~)) AM. Primary Structure.

1. A structure or combination of structures of chief importance or function on a site. In general, the primary use of the site is carried out in a primary structure.
2. The difference between a primary and accessory structure is determined by comparing the size, placement, similarity of design, use of common building materials, and the orientation of the structures on a site.

((~~AO.~~)) AN. Primary Use.

1. An activity or combination of activities of chief importance on the site. One of the main purposes for which the land or structures are intended, designed or ordinarily used.
2. A site may have more than one primary use.

((~~AP.~~)) AO. Principal Arterials.

A four- to six-lane street serving as a primary facility for access between the central business district, major employment districts, and major shopping centers.

((~~AQ.~~)) AP. Priority Habitats.

Habitat areas determined by WDFW to have unique or significant value to many species and that meet one or more of the following criteria:

1. High wildlife density.
2. High species diversity.
3. Important wildlife breeding habitat.
4. Important wildlife seasonal ranges.
5. Important movement corridors.
6. Limited availability.
7. High vulnerability to habitat alteration.

((~~AR.~~)) AQ. Priority Species.

A wildlife species requiring protective measures for their perpetuation due to their population status, their sensitivity to habitat alteration, and/or their recreational importance.

((~~AS.~~)) AR. Private Street.

Roadway which is not controlled or maintained by a public authority, and which serve two or more properties.

((~~AT~~)) AS. Project Permit or Project Permit Application.

Any land use or environmental permit or license required for a project action, including, but not limited to, building permits, short plats, subdivisions, binding site plans, planned unit developments, conditional uses, shoreline substantial development permits, site plan review, permits, or approvals required by the critical area ordinance, and site specific rezones authorized by a comprehensive plan or subarea plan, but excluding the adoption or amendment of a comprehensive plan, subarea plan, or development regulations, except as otherwise specifically identified under RCW 36.70B.140.

((~~AU.~~)) AT. Projecting Sign.

((~~A sign attached to and projecting out from a building face or wall, generally at right angles to the building. Projecting signs include signs that are totally in the right-of-way, partially in the right-of-way, or fully on private property.~~)) See SMC 17C.240.015.

((~~AV.~~)) AU. Protected Species.

A general classification of animals by WDFW that includes all those species not classified as listed, game, fur-bearing, or non-protected. This also includes all birds not classified as game or non-protected.

((~~AW.~~)) AV. Proximity.

That two or more properties are either adjacent or separated by a street or alley.

((~~AX.~~)) AW. Public Access.

The public's right to get to and use the City's public waters, the water/land interface and associated shoreline area. It includes physical access that is either lateral (areas paralleling the shore) or perpendicular (an easement or public corridor to the shore), and/or visual access facilitated by means such as scenic streets and overlooks, viewing towers, and other public sites or facilities.

((~~AY.~~)) AX. Public Facilities.

Any City-owned, operated, or contracted public facility or service in whole, or in part, whether existing or planned, including, but not limited to:

1. parks,
2. recreation facilities,
3. playgrounds,
4. streets,
5. transportation facilities,
6. open spaces,
7. fire facilities,
8. storm water drainage ponds, and
9. all such appurtenances and improvements.

((~~AZ.~~)) AX. Public Property.

Any City-owned real property, air space, or other interest in real estate, including streets, alleys, or other public rights-of-way, owned by or controlled by this municipality or any other governmental unit.

((~~BA.~~)) AZ. Public Way.

1. A dedicated "public way" is a tract of land:
    a. conveyed or reserved by deed,
    b. dedicated by plat, or
    c. acquired by decree of court,
    d. which has been accepted and dedicated by action of the city council to the public right-of-way and for secondary use as an easement for public utilities.
2. An "alley" is a public way, usually not exceeding sixteen feet in width, designed or intended to provide secondary access to abutting properties.

Section 13. That SMC Section 17A.020.180 is amended to read as follows:

Section 17A.020.180 “R” Definitions

A. RCW.
The Revised Code of Washington, as amended.

((~~B. Real Estate Sign.~~
~~A sign indicating that a property or any portion thereof is available for inspection, sale, lease, rent.~~))

((~~C.~~)) B. Reasonable Cause.
A reasonable basis to believe or suspect that there is storage, seepage, spillage, accumulation, or use of critical materials or the pursuit of critical materials activities at a site or premises.

((~~D.~~)) C. Reconsideration – Request For.
A request to the appeal body to consider again or reverse the decision on the permit application.

((~~E.~~)) D. Recreational Vehicle.
A vehicle, which is:

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

((~~F.~~)) E. Recycling Drop-off Center.
A facility for the drop-off and temporary holding of materials such as paper, cardboard, glass, metal, plastic, batteries, and motor oil.

1. Processing of materials is limited to glass breaking and separation.
2. Recycling materials are not sold to a recycling drop-off center.
3. A recycling drop-off center is intended for household or consumer use.
4. Use by commercial or industrial establishments is not included.
5. Unattended drop-off stations for single materials, such as newsprint, are also not included.

((~~G.~~)) F. Recycling Operation.
A use where one or more recycling materials are accumulated, stored, sorted, or processed.

1. A recycling operation may get recycling materials from drop-off centers, from a household or business pick-up operation, or from commercial or industrial uses.
2. Materials may be processed on site or accumulated in large quantities for eventual sale or transfer to other processors.
3. Recycling operation does not include the processing of yard debris or other decomposable material except for clean paper products.

((~~H.~~)) G. Redivision.
The redivision of a lot located within a previously recorded plat or short plat.

((~~I.~~)) H. Regional Shopping Mall – Enclosed.
A group of retail and other commercial establishments that is planned, developed, and managed as a single property, with on-site parking provided around the perimeter of the shopping center, and that is generally at least forty acres in size and flanked by two or more large "anchor" stores, such as department stores. The common walkway or "mall" is enclosed, climate-controlled and lighted, usually with an inward orientation of the stores facing the walkway.

((~~J.~~)) I. Registered Neighborhood Organization.
A community development block grant (CDBG) neighborhood steering committee, a neighborhood council, or other neighborhood or community group within the City that:

1. Represents a specifically designated geographic area;
2. Is governed by bylaws and has elected officers; and
3. Has registered as such with the City and is on the current list of registered neighborhood organizations.

((~~K.~~)) J. Regularly.
Occurring consistently and repeatedly on an ongoing basis.

((~~L.~~)) K. Regulated Substance.
A critical material as referred to in 42 U.S.C. 6991(2).

((~~M.~~)) L. Related Persons.
One or more persons related either by blood, marriage, adoption, or guardianship, and including foster children and exchange students; provided, however, any limitation on the number of residents resulting from this definition shall not be applied if it prohibits the City from making reasonable accommodations to disabled persons in order to afford such persons equal opportunity to use and enjoy a dwelling as required by the Fair Housing Amendment Act of 1988, 42 U.S.C. 3604(f)(3)(b) and the Washington Housing Policy Act, RCW 35.63.220.

((~~N.~~)) M. Repair (see also "Maintenance").
An activity that restores the character, scope, size, and design of a serviceable area, structure, or land use to its previously authorized and undamaged condition. Activities that change the character, size, or scope of a project beyond the original design, and drain, dredge, fill, flood, or otherwise alter additional wetlands are not included in this definition.

((~~O.~~)) N. Reservoir.
A body of water collected and stored in an artificial pool that is intended for future use.

((~~P.~~)) O. Residential Zone.
Those zones from RA through RHD.

((~~Q.~~)) P. Responsible Party.
A person who is either:

1. The property owner or person authorized to act on the owner's behalf; or
2. Any person causing or contributing to a violation of this chapter.

((~~R.~~)) Q. Restoration.
See "Compensatory Mitigation" (SMC 17A.020.030).

((~~S.~~)) R. Revetment.
A sloped wall constructed of riprap or other suitable material placed on stream banks or other shorelines to slow down bank erosion and minimize lateral stream movement.

((~~T.~~)) S. Right-of-way.
A public or private area that allows for the passage of people or goods.

1. Right-of-way includes passageways such as:
    a. freeways,
    b. streets,
    c. bike paths,
    d. alleys, and
    e. walkways.
2. A public right-of-way is a right-of-way that is dedicated or deeded to the public for public use and under the control of a public agency.

((~~U.~~)) T. Riparian.

1. Riparian habitat is defined as an area that contains elements of both aquatic and terrestrial ecosystems, which mutually influence each other.
2. It is the area where the vegetation, water tables, soils, microclimate, and wildlife inhabitants of terrestrial ecosystems are influenced by perennial or intermittent water, and the biological and physical properties of the adjacent aquatic ecosystems are influenced by adjacent vegetation, nutrient, and sediment loading, terrestrial wildlife, and organic debris from the land.
3. Riparian vegetation includes not only streamside vegetation that is dependent upon presence of water, but also on the upland vegetation that is part of the zone of influence in the riparian area.
4. Riparian habitats have high wildlife density and high species diversity. They serve as important wildlife breeding and seasonal ranges. They are important movement corridors and are highly vulnerable to habitat alteration.

((~~V.~~)) U. Riparian Habitat Area (RHA).
A defined area used to manage and buffer impacts to wildlife habitat and consists of landscape features that support fish and wildlife in areas near water bodies such as streams, rivers, wetlands and lakes.

((~~W.~~)) V. Riparian Wetland.
Wetlands located at the shore of a lake or river. The transitional area between aquatic and upland ecosystems that is identified by the presence of vegetation that requires or tolerates free or unbound water or conditions that are more moist than normally found in the area.

((~~X.~~) W. Riprap.

A layer, facing, or protected mound of stones placed to prevent erosion, scour, or sloughing of a structure of embankment; also, the stone so used.

((~~Y.~~)) X. River Delta.

Those lands formed as an aggradational feature by stratified clay, silt, sand, and gravel deposited at the mouths of streams where they enter a quieter body of water. The upstream extent of a river delta is that limit where it no longer forms distributary channels.

((~~Z.~~)) Y. Riverine.

Situated alongside or associated with a river.

((~~AA.~~)) Z. Roadway.

1. Curbed roadways within the City limits and other urbanized areas are commonly and generically referred to as “streets.” Roadways outside the urban areas are most often not curbed, and are commonly and generically referred to as “roads.”
2. Within the context of this code, “roadway” refers to any traveled way, either public or private, that has been platted or otherwise specifically dedicated for the purpose of circulation and will require a name in accordance with chapter 17D.050A SMC.

((~~AB.~~)) AA. Roadway Name.

Roadway names consist of three parts:

1. Direction.
2. Root name; and
3. Suffix.

((~~AC.~~)) AB. Rock Shore.

Those shorelines whose bluffs and banks are typically composed of natural rock formations.

((~~AD.~~)) AC. Rockfall.

The falling of rocks from near vertical cliffs.

((~~AE.~~)) AD. Roof Line.

The top edge of a roof or building parapet, whichever is higher, excluding any cupolas, chimneys, or other projections.

((~~AF. Roof Top Sign.~~
~~A sign on a roof that has a pitch of less than one-to-four.~~))

((AG.)) AE. Root Name.

A maximum of two words, which are not considered part of the directional or suffix.

((AH.)) AF. Runoff.

Water that travels across the land surface, or laterally through the ground near the land surface, and discharges to water bodies either directly or through a collection and conveyance system. It includes stormwater and water from other sources that travels across the land surface.

((AI.)) AG. Runoff and Infiltration Controls.
Measures adopted to prevent damage due to flooding and erosion problems.

Section 14. That SMC Section 17A.020.190 is amended to read as follows:

Section 17A.020.190 “S” Definitions

A. Salmonid.
Belonging to the family of Salmonidae, including the salmons, trouts, chars, and whitefishes.

B. Sandwich Board Sign.

((~~A self-supporting A-shaped freestanding temporary sign with only two visible sides that are situated adjacent to a business, typically on a sidewalk.~~))See SMC 17C.240.015.

C. Scrub-shrub Wetland.

An area of vegetated wetland with at least thirty percent of its surface area covered by woody vegetation less than twenty feet in height at the uppermost strata.

D. Secondary Building Walls.

Exterior building walls that are not classified as primary building walls.

E. Secondary Containment.

A means of spill or leak containment involving a second barrier or tank constructed outside the primary container and capable of holding the contents of the primary container.

F. Sediment.

Mineral or organic matter deposited as a result of erosion.

G. Sedimentation.

The settling and accumulation of particles such as soil, sand, and gravel, suspended in water or in the air.

H. SEPA Rules.

Chapter 197-11 WAC adopted by the department of ecology.

I. Service Area.
A geographic area defined by the City, which encompasses public facilities that are part of a plan.

J. Serviceable.
Means presently useable.

K. Setback.

The minimum distance required between a specified object, such as a building and another point. Setbacks are usually measured from lot lines to a specified object. In addition, the following setbacks indicate where each setback is measured from:

1. “Front setback” means a setback that is measured from a front lot line.
2. “Rear setback” means a setback that is measured from a rear lot line.
3. “Side setback” means a setback that is measured from a side lot line.
4. “Street setback” means a setback that is measured from a street lot line.

L. Sex Paraphernalia Store.

A commercial establishment that regularly features sexual devices and regularly advertises or holds itself out, in any medium, as an establishment that caters to adult sexual interests. This definition shall not be construed to include:

1. Any pharmacy, drug store, medical clinic, any establishment primarily dedicated to providing medical or healthcare products or services; or
2. Any establishment located within an enclosed regional shopping mall.

M. Sexual Device.

Any three dimensional object designed for stimulation of the male or female human genitals, anus, buttocks, female breast, or for sadomasochistic use or abuse of oneself or others and shall include devices commonly known as dildos, vibrators, penis pumps, cock rings, anal beads, butt plugs, nipple clamps, and physical representations of the human genital organs. Nothing in this definition shall be construed to include devices primarily intended for protection against sexually transmitted diseases or for preventing pregnancy.

N. Shall.

Unless the context indicates otherwise, the term “shall” means:

1. In reference to the obligations imposed by this title upon owners or occupants of premises or their agents, a mandatory obligation to act, or when used with a negative term to refrain from acting, in compliance with this code at the risk of denial of approval or civil or criminal liability upon failure so to act, the term being synonymous with “must”;
2. With respect to the functions of officers and agents of the City, a direction and authorization to act in the exercise of sound discretion; or
3. The future tense of the verb “to be.”

O. Shallow Groundwater.

Naturally occurring water within an unconfined (water table) aquifer, partially confined aquifer or perched groundwater aquifer, and which is present at depth of fifteen feet or less below the ground surface, at any time, under natural conditions.

P. Shorelands.

Or “shoreline areas” or “shoreline jurisdiction” means all “shorelines of the state” and “shorelands” as defined in RCW 90.58.030. Those lands extending landward for two hundred feet in all directions as measured on a horizontal plane from the ordinary high-water mark; floodways and contiguous floodplain areas landward two hundred feet from such floodways; and all wetlands and river deltas associated with the streams, lakes, and tidal waters which are subject to the provisions of the entire shoreline master program; the same to be designated as to location by the department of ecology.

Q. Shoreline and Ecosystems Enhancement Plan and Program.
See SMC 17E.020.090, Habitat Management Plans.

R. Shoreline Buffer.
1. A designated area adjacent to the ordinary high-water mark and running landward to a width as specified by this regulation intended for the protection or enhancement of the ecological function of the shoreline area.
2. The buffer will consist primarily of natural vegetation or planted vegetation which maintains or enhances the ecological functions of the shoreline area.
3. The term “buffer area” has the same meaning as “buffer.”

S. Shoreline Enhancement.
Any alteration of the shoreline that improves the ecological function of the shoreline area or any aesthetic improvement that does not degrade the shoreline ecological function of the shoreline.

T. Shoreline Environment Designations.
The categories of shorelines established by local shoreline master programs in order to provide a uniform basis for applying policies and use regulations within distinctively different shoreline areas. The basic recommended system classifies shorelines into four distinct environments (natural, conservancy, rural, and urban). See WAC 173-16-040(4).

U. Shoreline Habitat and Natural Systems Enhancement Projects.
1. Shoreline habitat and natural systems enhancement projects include those activities proposed and conducted specifically for the purpose of establishing, restoring, or enhancing habitat for propriety species in shorelines.
2. Provided that the primary purpose of such actions is clearly restoration of the natural character and ecological functions of the shoreline, projects may include shoreline modification actions such as:
3. Modification of vegetation,
4. Removal of nonnative or invasive plants,
5. Shoreline stabilization, dredging, and filling.

V. Shoreline Jurisdiction.
See “Shorelands.”

W. Shoreline Letter of Exemption.
Authorization from the City which establishes that an activity is exempt from shoreline substantial development permit requirements under SMC 17E.060.300 and WAC 173-14-040, but subject to regulations of the Act and the entire shoreline master program.

X. Shoreline Master Program.
1. The comprehensive use plan for a described area, and the use regulations together with maps, diagrams, charts, or other descriptive material and text, a statement of desired goals, and standards developed in accordance with the policies enunciated in RCW 90.58.020.
2. For the City of Spokane, the shoreline master program includes the:
    a. Shoreline Goals and Policies (Comprehensive Plan Chapter 14),
    b. Shoreline Regulations (chapter 17E.060 SMC),
    c. City of Spokane Shoreline Restoration Plan (stand-alone document), and
    d. Shoreline Inventory and Analysis (Comprehensive Plan Volume III).

Y. Shoreline Mixed Use.
Combination of water-oriented and non-water oriented uses within the same structure or development area.

Z. Shoreline Modifications.
Those actions that modify the physical configuration or qualities of the shoreline area, usually through the construction of a physical element such as a dike, breakwater, pier, weir, dredged basin, fill, bulkhead, or other shoreline structure. They can include other actions, such as clearing, grading, or application of chemicals.

AA. Shoreline Protection.

1. Structural and nonstructural methods to control flooding or address erosion impacts to property and dwellings or other structures caused by natural processes, such as current, flood, wind, or wave action.
2. The terms “Shoreline protection measure” and this term have the same meaning.
3. Substantial enlargement of an existing shoreline protection improvement is regarded as new shoreline protection measure.

AB. Shoreline Recreational Development.
Recreational development includes commercial and public facilities designed and used to provide recreational opportunities to the public. Water-dependent, water-related and water-enjoyment recreational uses include river or stream swimming areas, boat launch ramps, fishing areas, boat or other watercraft rentals, and view platforms.

AC. Shoreline Restoration.

1. The re-establishment or upgrading of impaired ecological shoreline processes or functions. This may be accomplished through measures including, but not limited to, re-vegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials.
2. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions.

AD. Shoreline Stabilization.
Structural or non-structural modifications to the existing shoreline intended to reduce or prevent erosion of uplands or beaches. They are generally located parallel to the shoreline at or near the ordinary high-water mark. Other construction classified as shore defense works include groins, jetties, and breakwaters, which are intended to influence wave action, currents, and/or the natural transport of sediments along the shoreline.

AE. Shoreline Structure.
A permanent or temporary edifice or building, or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above, or below the surface of the ground or water, except for vessels.

AF. Shorelines Hearings Board (SHB).
The shorelines hearings board is a quasi-judicial body with powers of de novo review authorized by chapter 90.58 RCW to adjudicate or determine the following matters:

1. Appeals from any person aggrieved by the granting, denying, or rescinding of a permit issued or penalties incurred pursuant to chapter 90.58 RCW.
2. Appeals of department rules, regulations, or guidelines; and
3. Appeals from department decisions to approve, reject, or modify a proposed master program or program amendment of local governments which are not planning under RCW 36.70A.040.

AG. Short Plat – Final.

The final drawing of the short subdivision and dedication, prepared for filing for record with the Spokane county auditor and containing all elements and requirements set forth in this chapter and chapter 58.17 RCW.

AH. Short Plat – Preliminary.

1. A neat and approximate drawing of a proposed short subdivision showing the general layout of streets, alleys, lots, blocks, and other elements of a short subdivision required by this title and chapter 58.17 RCW.
2. The preliminary short plat shall be the basis for the approval or disapproval of the general layout of a short subdivision.

AI. Short Subdivision.

A division or redivision of land into nine or fewer lots, tracts, parcels, or sites for the purpose of sale, lease, or transfer of ownership. (RCW 58.17.020(6)).

AJ. Sign.

((~~1. Materials placed or constructed or light projected, but not including any lawful display of merchandise, that:~~

~~1. Conveys a message or image, and~~
~~2. Is used to inform or attract the attention of the public~~

~~2. Some examples of signs are materials or lights meeting the definition of the preceding sentence and which are commonly referred to as signs, placards, A-boards, posters, murals, diagrams, banners, flags, or projected slides, images, or holograms.~~
3. ~~The scope of the term sign does not depend on the content of the message or image conveyed.~~)) <u>See SMC 17C.240.015.</u>

AK. Sign – Animated Sign.

((~~A sign that uses movement, by either natural or mechanical means, to depict action to create a special effect or scene.~~)) <u>See SMC 17C.240.015.</u>

AL. Sign – Electronic Message Center Sign.

((~~An on-premises sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means including signs using a video display method.~~))<u>See SMC 17C.240.015.</u>

AM. Sign Face.

((~~The portion of a sign which contains lettering, logo, trademark, or other graphic representations. (See SMC 17C.240.140, Sign Face Area.~~)) <u>See SMC 17C.240.015.</u>

AN. Sign – Flashing Sign.

((~~1. A pattern of changing light illumination where the sign illumination alternates suddenly between fully illuminated and fully non-illuminated in a strobe-like fashion for the purpose of drawing attention to the sign.~~
~~2. Time and temperature signs are excluded from this definition.~~
~~3. For the purpose of this title, electronic message centers consistent with the standards of SMC 17C.240.240(J) shall not be considered flashing signs.~~)) See SMC 17C.240.015.

AO. Sign Maintenance.
((~~Normal care needed to keep a sign functional, such as cleaning, painting, oiling, and changing of light bulbs.~~)) See SMC 17C.240.015.

AP. Sign – Off-premises.
((~~A sign relating, through its message and content, to a business activity, use, product, or service not available on the premises upon which the sign is erected.~~)) See SMC 17C.240.015.

AQ. Sign Repair.
((~~Fixing or replacement of broken or worn parts. Replacement includes comparable materials only. Repairs may be made with the sign in position or with the sign removed.~~)) See SMC 17C.240.015.

AR. Sign Structure.
((~~A structure specifically intended for supporting or containing a sign.~~)) See SMC 17C.240.015.

AS. Significant Vegetation Removal.
The removal or alteration of trees, shrubs, and/or ground cover by clearing, grading, cutting, burning, chemical means, or other activity that causes significant ecological impacts to functions provided by such vegetation.

1. The removal of invasive or noxious weeds does not constitute significant vegetation removal.
2. Tree pruning, not including tree topping, where it does not affect ecological functions, does not constitute significant vegetation removal.

AT. Single-family Residential Building.
A dwelling containing only one dwelling unit.

AU. Single-room Occupancy Housing (SRO).
A structure that provides living units that have separate sleeping areas and some combination of shared bath or toilet facilities.

1. The structure may or may not have separate or shared cooking facilities for the residents.
2. SRO includes structures commonly called residential hotels and rooming houses.

AV. Site.
Any parcel of land recognized by the Spokane County assessor's office for taxing purposes. A parcel may contain multiple lots.

AW. Site – Archaeological.

1. A place where a significant event or pattern of events occurred. It may be the:

a. Location of prehistoric or historic occupation or activities that may be marked by physical remains; or
b. Symbolic focus of a significant event or pattern of events that may not have been actively occupied.

2. A site may be the location of a ruined or now non-extant building or structure if the location itself possesses historic, cultural, or archaeological significance.

AX. Slump.

The intermittent movement (slip) of a mass of earth or rock along a curved plane.

AY. SMC.

The Spokane Municipal Code, as amended.

AZ. Soil.

The naturally occurring layers of mineral and organic matter deposits overlaying bedrock. It I s the outer most layer of the Earth.

BA. Sound Contours.

A geographic interpolation of aviation noise contours as established by the 2010 Fairchild AFB Joint Land Use Study and placed on the official zoning map. When a property falls within more than one noise zone, the more restrictive noise zone requirements shall apply for the entire property.

BB. Sound Transmission Class (STC).

A single-number rating for describing sound transmission loss of a wall, partition, window or door.

BC. Special Drainage District (SDD).

An area associated with shallow groundwater, intermittent standing water, or steep slopes where infiltration of water and dispersion of water into the soils may be difficult or delayed, creating drainage or potential drainage problems. SDDs are designated in SMC 17D.060.130.

BD. Special Event Sign.

((~~A temporary sign used to announce a circus, a carnival, festivals, or other similar events.~~)) See SMC 17C.240.015.

BE. Species of Concern.

Species native to Washington State listed as state endangered, state threatened, state sensitive, or state candidate, as well as species listed or proposed for listing by the U.S. Fish and Wildlife Service or the National Marine Fisheries Service.

BF. Specified Anatomical Areas.

They are human:

1. Genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola, when such areas are less than completely and opaquely covered;
2. Male genitals in a discernibly turgid state, even if completely and opaquely covered.

BG. Specified Sexual Activities.

Any of the following:

1. Human genitals in a state of sexual stimulation or arousal;
2. Acts of human masturbation, sexual intercourse, or sodomy; and
3. Fondling or other erotic touching of human genitals, pubic region, buttock, or female breast.

BH. Spokane Regional Stormwater Manual (SRSM).

A technical document establishing standards for stormwater design and management to protect water quality, natural drainage systems, and down-gradient properties as urban development occurs.

BI. Spokane Register of Historic Places.

The register maintained by the historic preservation office, which includes historic landmarks and districts in the City and County.

BJ. Sports Field.

An open area or stadium in which scheduled sports events occur on a regular basis. Sports events include both competitive and noncompetitive events such as track and field activities, soccer, baseball, or football games.

BK. Stabilization.

The process of establishing an enduring soil cover of vegetation or mulch or other ground cover and may be in combination with installation of temporary or permanent structures.

BL. Standard Plans.

Refers to the City of Spokane's standard plans.

BM. Standard References

Standard engineering and design references identified in SMC 17D.060.030.

BN. State Candidate Species.

Fish and wildlife species that WDFW will review for possible listing as state endangered, threatened, or sensitive.

BO. State Endangered Species.

Any wildlife species native to the State of Washington that is seriously threatened with extinction throughout all or a significant portion of its range within the state.

BP. State Register.

The register maintained pursuant to chapter 195, Laws of 1977, 1st ex. sess., section 6 (chapter 27.34 RCW).

BQ. State Sensitive Species.

Any wildlife species native to the State of Washington that is vulnerable or declining and is likely to become endangered or threatened throughout a significant portion of its range within the state without cooperative management or removal of threats.

BR. State Threatened Species.

Any wildlife species native to the State of Washington that is likely to become an endangered species within the foreseeable future throughout a significant portion of its range within the state without cooperative management or removal of threats.

BS. Stealth Facilities.

Any cellular telecommunications facility that is designed to blend into the surrounding environment. Examples of stealth facilities include:

1. Architecturally screened roof-mounted antennas;
2. Building-mounted antennas painted to match the existing structure;
3. Antennas integrated into architectural elements; and
4. Antenna structures designed to look like light poles, trees, clock towers, bell steeples, or flag poles.

BT. Stewardship.

Acting as supervisor or manager of the City and County's historic properties.

BU. Stormwater.

1. Any runoff flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
2. "Stormwater" further includes any locally accumulating ground or surface waters, even if not directly associated with natural precipitation events, where such waters contribute or have a potential to contribute to runoff onto the public right-of-way, public storm or sanitary sewers, or flooding or erosion on public or private property.

BV. Stormwater Management Program (SWMP).

A set of actions and activities designed to reduce the discharge of pollutants from the regulated MS4 to the maximum extent practicable and to protect water quality, and comprising the components listed in S5 or S6 of the Eastern Washington Phase II Municipal Permit (WAR04-6505) and any additional actions necessary to meet the requirements of applicable TMDLs.

BW. Story.

That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except:

1. The topmost story is that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above;
2. That portion of a building between the eaves and the ridge, when over twenty feet in height, is considered a story;
3. That portion of a building below the eaves which exceeds fourteen feet in height is considered a story, each fourteen feet of height (or major part of fourteen feet) being an additional story; and
4. A basement or unused under-floor space is a story if the finished floor level directly above is either more than:
    a. Six feet above grade for more than half of the total perimeter, or
    b. Twelve feet above grade at any point.

BX. Stream.

A naturally occurring body of periodic or continuously flowing water where the:

1. Mean annual flow is greater than twenty cubic feet per second; and
2. Water is contained with a channel (WAC 173-22-030(8)).

BY. Street.
See “Public Way” (SMC 17A.020.160).

BZ. Street Classifications.

1. Arterial and local access streets are classified in section 4.5 of the comprehensive plan as follows:
    a. Principal arterial.
    b. Minor arterial.
    c. Collector arterial.
    d. Local access street.
    e. Parkway.
2. Definitions of all of the above classifications are included herein. Private streets are not classified but are defined under SMC 17A.020.160, “P” Definitions.

CA. Street Frontage.
The lot line abutting a street.

CB. Strobe Light.
A lamp capable of producing an extremely short, brilliant burst of light.

CC. Structural Alteration.
~~((1. Modification of a sign, sign structure, or awning that affects size, shape, height, or sign location.~~

~~2. Changes in structural materials; or~~

~~3. Replacement of electrical components with other than comparable materials.~~

~~4. The replacement of wood parts with metal parts, the replacement of incandescent bulbs with light emitting diodes (LED), or the addition of electronic elements to a non-electrified sign would all be structural alterations.~~

~~5. Structural alteration does not include ordinary maintenance or repair, repainting an existing sign surface, including changes of message or image, exchanging painted and pasted or glued materials on painted wall signs, or exchanging display panels of a sign through release and closing of clips or other brackets.))~~ <u>See SMC 17C.240.015.</u>

CD. Structure.
Any object constructed in or on the ground, including a gas or liquid storage tank that is principally above ground.

1. Structure includes:
    a. Buildings,
    b. Decks,
    c. Fences,
    d. Towers,
    e. Flag poles,
    f. Signs, and

g. Other similar objects.

2. Structure does not include paved areas or vegetative landscaping materials.

CE. Structure – Historic.

A work made up of interdependent and interrelated parts in a definite pattern of organization. Generally constructed by man, it is often an engineering project.

CF. Subdivision.

A division or redivision of land into ten or more lots, tracts, or parcels for the purpose of sale, lease, or transfer of ownership (RCW 58.17.020).

CG. Subject Property.

The site where an activity requiring a permit or approval under this code will occur.

CH. Sublevel Construction Controls.

Design and construction requirements provided in SMC 17F.100.090.

CI. Submerged Aquatic Beds.

Wildlife habitat area made up of those areas permanently under water, including the submerged beds of rivers and lakes and their aquatic plant life.

CJ. Substantial Damage – Floodplain.

Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-existing condition would equal or exceed fifty percent of the assessed value of the structure before the damage occurred.

CK. Substantial Development.

For the shoreline master program, shall mean any development of which the total cost or fair market value exceeds the dollar amount set forth in RCW 90.58 and WAC 173-26 for any improvement of property in the shorelines of the state.

CL. Substantial Improvement – Floodplain.

1. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent of the assessed value of the structure either:
    a. Before the improvement or repair is started, or
    b. If the structure has been damaged and is being restored, before the damage occurred.
2. For the purposes of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.
3. The term does not, however, include either any:
    a. Project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
    b. Alteration of a structure listed on the National Register of Historic or State Inventory of Historic Places.

CM. Suffix.

Describes the roadway type and is located after the root roadway name (i.e., street, avenue, court, lane, way, etc.). The appropriate suffix shall be used in accordance with SMC 17D.050A.040(U).

Section 14. Severability Clause. If a section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason, the decision shall not affect the validity of the remaining portions of this Ordinance.

ADOPTED BY THE CITY COUNCIL ON January ____ , 2018.

(Delivered to the Mayor on the _____ day of January ____, 2018)

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/9/2018
		Clerk's File #	ORD C35577
		Renews #	
Submitting Dept	PLANNING	Cross Ref #	
Contact Name/Phone	LISA KEY 625-6187	Project #	
Contact E-Mail	LKEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0650 - SIGN CODE ORDINANCE		

Agenda Wording

An ordinance relating to sign standards amending SMC 17C.240.010, 17C.240.060, 17C.240.070, 17C.240.090, 17C.240.120, 17C.240.130, 17C.240.140, 17C.240.150, 17C.240.180, 17C.240.220, 17C.240.230, 17C.240.240, 17C.240.250, 17C.240.260, 17C.240.270,

Summary (Background)

Code amendments to Sign Code (SMC 17.240.40), to address a moratorium (Ord. No. C35490) related to the relocation of off-premises signs in center and corridor zoning designations or an historic district; to address the 2015 U.S. Supreme Court decision in the case of Reed v. Town of Gilbert, AZ providing new guidance on acceptable regulations regarding "content-neutrality"; and, to address a series of sign code clarifications and corrections, as necessary for consistent code administration.

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

Approvals		Council Notifications	
Dept Head	KEY, LISA	**Study Session**	
Division Director	TRAUTMAN, HEATHER	**Other**	Urban Development
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	dkinder@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	lkey@spokanecity.org	
Additional Approvals		jrichman@spokanecity.org	
Purchasing		tpalmquist@spokanecity.org	
CITY COUNCIL	MCDANIEL, ADAM	dcompton@spokanecity.org	
		tblack@spokanecity.org	
		amullerleile@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

17C.240.280; adopting new sections 17C.240.015, 17C.240.025, 17C.240.241, 17C.240.242, 17C.240.243, 17C.240.244, 17C.240.245, 17C.240.246, 17C.240.247, 17C.240.310 to chapter 17C.240; repealing SMC 17C.240.020, 17C.240.080, 17C.240.100, 17C.240.160, 17C.240.190, 17C.240.200, 17C.240.290, and 17C.240.300 to title 17C of the Spokane Municipal Code and setting and effective date.

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

sbishop@spokanecity.org	

Briefing Paper
City Council

Division & Department:	Neighborhood & Business Services / Planning
Subject:	Sign Code Amendments and Sign Code-Related Amendments
Date:	January 9, 2018
Author (email & phone):	Amy Mullerleile (amullerleile@spokanecity.org; 509-625-6194) Lisa Key (lkey@spokanecity.org; 509-625-6187)
City Council Sponsor:	Amber Waldref
Executive Sponsor:	Lisa Key
Committee(s) Briefed:	Urban Development, January 8, 2018
Type of Agenda item:	☐ Consent **X** Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Comprehensive Plan Policy DP 2.17 Ordinance No. C35490 and C35555 U.S. Supreme Court Decision *Reed v. Gilbert*, 135 S. Ct. 2218, 192 L.Ed.2d 236 (2015)
Strategic Initiative:	
Deadline:	April 10, 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Updated sign code that is compliant with federal law and consistent with current practices and other municipal code provisions.

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

- *On April 10, 2017 City Council passed Ord. No. C35490 Imposing an immediate moratorium on the relocation of off-premises signs into areas having a center and corridor zoning designation or sites located in an historic district.*
- *On May 22, 2017 a public hearing was held and the expiration was extended to November 22, 2017.*
- *On October 9, 2017, the City Council passed Ord. No. C35555, extending the expiration of the moratorium to April 10, 2018.*
- *In 2015 the U.S. Supreme Court issued a decision in the case of Reed v. Town of Gilbert, AZ providing new guidance on acceptable regulations on noncommercial signage.*
- *City staff from the Development Services Center maintained a list of recommended updates and clarifications to the City's current sign code, in anticipation of the planned 2018 Sign Code amendment process, for ease of interpretation and administration of that code.*

Executive Summary:

- *In response to the events described above, planning and legal staff performed an audit on the existing sign code and presented proposed changes to a group of community stakeholders.*
- *Over the course of 2 months the work group provided feedback on the proposed edits.*
- *Additional outreach was conducted in the form of a website, digital open house, social media campaign, and outreach to targeted stakeholders. Several workshops were held with the City's Plan Commission.*
- *The feedback received was incorporated into a draft that was presented to the Plan Commission and a public hearing was held on October 11. The Plan Commission unanimously recommended the adoption of the proposed changes by City Council.*
- *Since the Plan Commission additional changes have been added to the draft as a result of*

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feedback from the City Council and staff. Those changes are reflected in an errata table which has been attached.

- *As a result of the changes to the sign code there were other areas of the Spokane Municipal Code that needed to be updated to ensure consistency between chapters. These changes include incorporating sign specific definitions directly into the sign code chapter as well as correcting contradictory signage standards that currently exist for the same use.*
- *A public hearing was held on these housekeeping on December 13, 2017 and the Plan Commission unanimously recommended their adoption by City Council, with one minor recommended revision.*
- *Because these ordinances were heard by Plan Commission separately, we are bringing them forward to City Council as separate, but related ordinances.*

Budget Impact:

No budgetary impact

Approved in current year budget? **X** Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes **X** No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? **X** Yes ☐ No

Requires change in current operations/policy? ☐ Yes **X** No

Specify changes required:

Known challenges/barriers:

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ORDINANCE NO. C35577

An ordinance relating to sign standards amending SMC 17C.240.010, 17C.240.060, 17C.240.070, 17C.240.090, 17C.240.120, 17C.240.130, 17C.240.140, 17C.240.150, 17C.240.180, 17C.240.220, 17C.240.230, 17C.240.240, 17C.240.250, 17C.240.260, 17C.240.270, 17C.240.280; adopting new sections 17C.240.015, 17C.240.025, 17C.240.241, 17C.240.242, 17C.240.243, 17C.240.244, 17C.240.245, 17C.240.246, 17C.240.247, 17C.240.310 to chapter 17C.240; repealing SMC 17C.240.020, 17C.240.080, 17C.240.100, 17C.240.160, 17C.240.190, 17C.240.200, 17C.240.290, and 17C.240.300 to title 17C of the Spokane Municipal Code and setting and effective date.

WHEREAS, on April 10, 2017 the City Council adopted Ordinance No. C35490, imposing an immediate, six-month moratorium on the relocation of off-premises signs into areas of Spokane having a center and corridor zoning designation; setting a public hearing; and declaring an emergency; and

WHEREAS, on May 22, 2017 the City Council held a public hearing on Ordinance No. C35490, received a staff report, presentation by the proponents and opponents of the moratorium, heard public testimony, adopted findings of fact, extended the moratorium for an additional six months and set an expiration date of November 22; and

WHEREAS, on October 9, 2017 the City Council adopted Ordinance No. C35555, heard public testimony, and extended the moratorium for an additional six months and set an expiration date of April 10, 2018; and

WHEREAS, during the moratorium, Planning Department staff conducted workshops with the Plan Commission and City Council to discuss amendments to the City's sign regulations to (i) address the concerns that prompted the Council's adoption of the moratorium and (ii) to meet the guidelines set forth in the U.S. Supreme Court's opinion in *Reed v. Gilbert*, 135 S. Ct. 2218, 192 L.Ed.2d 236 (2015) and other applicable law (the "Sign Code Update"); and

WHEREAS, during the moratorium, Planning Department staff also worked with a group of stakeholders to obtain technical and professional feedback on the proposed Sign Code Update. The group included representatives from the Community Assembly, the City Plan Commission, the Spokane Association of Realtors, and the sign industry. The group prepared a recommendation and has had the opportunity to review and comment on the proposed Sign Code Update; and

WHEREAS, the Plan Commission held workshops on proposed Sign Code Update on June 14, 2017, September 13, 2017, and September 27, 2017, and a public hearing on October 11, 2017; and

WHEREAS, based on written and verbal testimony that is a part of the record and is summarized in the City Plan Commission Recommendation, Findings and Conclusions adopted on October 25, 2017, the Plan Commission unanimously recommended that the City Council adopt the proposed Sign Code Update; and

WHEREAS, on September 26, 2017, the responsible official issued a determination of non-significance (DNS) under SEPA (Chapter 43.21C RCW) relating to the Sign Code Update and notice of said DNS was published in the Spokesman Review on September 27, and October 4, 2017.

WHEREAS, the City complied with RCW 36.70A.370 in processing the Sign Code Update.

WHEREAS, in adopting the Sign Code Update, it is the intent of the City Council to make the City's sign regulations easier to understand and for the City to enforce; and

WHEREAS, the Sign Code Update will promote and accomplish the goals, policies and objectives of the City's Comprehensive Plan and Zoning Code; and

WHEREAS, the Sign Code Update provides minimum standards in order to safeguard life, health, property and public welfare, and promote traffic safety by following the established design standards, including quality of materials, construction, illumination, size, location and maintenance of sign and sign structures; and

WHEREAS, by adopting the Sign Code Update, the City Council intends to insure that the City's sign regulations recognize free speech rights by regulating signs in a content-neutral manner; and

WHEREAS, the standards in the Sign Code Update will promote the free flow of traffic and protect pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to, cluttered, distracting and/or illegible signage; and

WHEREAS, these standards protect the beauty of the City's built environment by encouraging signs that are compatible with the architectural style, characteristics and scale of the building to which it may be attached, and to encourage signs that are compatible with adjacent buildings and businesses; and

WHEREAS, these standards protect property values, the local economy, and the quality of life by preserving and enhancing the appearance of the streetscape; and

WHEREAS, these standards provide consistent sign design standards; and

WHEREAS, these standards encourage creative and innovative approaches to signage, and signs that are of a quality design, pleasing in appearance and are appropriate in size, materials and illumination to the surrounding neighborhood; and

WHEREAS, these standards provide an improved visual environment for the citizens of and visitors to the City; and

WHEREAS, these standards adopt clear, understandable regulations which enable the fair and consistent enforcement of this Chapter;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That SMC Section 17C.240.010 is amended to read as follows:

17C.240.010 ((~~Purpose~~)) Intent and Purpose

((~~These regulations balance the need to protect the public safety and welfare; the need for a well-maintained and attractive community; and the need for adequate identification, communication, and advertising. The regulations for signs have the following specific objectives:~~

A. ~~To ensure that signs and awnings are designed, constructed, installed, and maintained according to minimum standards to safeguard life, health, property, and public welfare.~~
B. ~~To allow and promote positive conditions for sign communication while at the same time avoiding nuisances to nearby properties.~~
C. ~~To reflect and support the desired character and development patterns of the various zones, overlay zones, and promote an attractive environment.~~
D. ~~To allow for adequate and effective signs in residential, commercial, and industrial zones while preventing signs from dominating the appearance of the area.~~
E. ~~To ensure that the constitutionally guaranteed right of free speech is protected; and~~
F. ~~To avoid the visual clutter that is potentially harmful to traffic and pedestrian safety, property values, business opportunities, and the community's appearance.~~

~~The regulations allow for a variety of sign types and sizes for a site. The provisions do not ensure or provide for every property or business owner's desired level of visibility for the signs. The sign standards are intended to allow signs to have adequate visibility from streets and rights-of-way that abut a site, but not necessarily to streets and rights-of-way farther away.~~))

A. Signs have a strong visual impact on the character and quality of the community. As a prominent part of the scenery, they attract or repel the viewing public, affect the safety of vehicular traffic, and their suitability or appropriateness helps to set the tone for the neighborhood. The City relies upon its scenery and physical beauty to attract commerce, aesthetic considerations assume economic value. It is the intent of the City, through this Chapter, to protect and enhance the City's historic and residential character and its economic base through the provision of appropriate and aesthetic signage. In addition, it is the intent of the City to limit the size, type and location of signs in order to minimize their distracting effect on drivers and thereby improve traffic safety. The City seeks to balance the need for the protection of public health, safety, welfare and community aesthetics, with the desire to protect the freedom of speech, and prevent discrimination in the application of free speech principles and tenets through the use of content-neutral regulations.

B. The purpose of this Chapter is to promote the public health, safety and welfare through a comprehensive system of reasonable, effective, consistent, content-neutral and nondiscriminatory sign standards and requirements. This Chapter has also been adopted to:
    1. Promote and accomplish the goals, policies and objectives of the City's Comprehensive Plan and Zoning Code;
    2. To provide minimum standards in order to safeguard life, health, property and public welfare, and promote traffic safety by following the established design standards, including quality of materials, construction, illumination, size, location and maintenance of sign and sign structures;
    3. Recognize free speech rights by regulating signs in a content-neutral manner;
    4. Promote the free flow of traffic and protect pedestrians and motorists from injury and property damage caused by, or which may be fully or partially attributable to, cluttered, distracting and/or illegible signage;
    5. Protect the beauty of the City's built environment by encouraging signs that are compatible with the architectural style, characteristics and scale of the building to which it may be attached, and to encourage signs that are compatible with adjacent buildings and businesses;

6. Protect property values, the local economy, and the quality of life by preserving and enhancing the appearance of the streetscape;
7. Provide consistent sign design standards;
8. Encourage creative and innovative approaches to signage, and signs that are of a quality design, pleasing in appearance and are appropriate in size, materials and illumination to the surrounding neighborhood;
9. Provide an improved visual environment for the citizens of and visitors to the City; and
10. Adopt clear, understandable regulations which enable the fair and consistent enforcement of this Chapter.

Section 2. That there is adopted a new section 17C.240.015 to chapter 17C.240 of the Spokane Municipal Code to read as follows:

Section 17C.240.015 Definitions

"A" Definitions

Abandoned Temporary Sign.
A temporary sign that, because of the passage of time, has faded, peeled, cracked or otherwise become deteriorated or dilapidated, or is no longer affixed to the ground, or is missing the sign face, or otherwise meets the definition of litter set forth in SMC 10.08.010.

Abandoned Sign Structure.
A sign structure where no sign has been in place for a continuous period of at least six months.

Alter
To change the copy, color, size, shape, illumination, position, location, construction or supporting structure of a sign, not including ordinary maintenance.

Animated Sign.
A sign that uses movement, by either natural or mechanical means, to depict action to create a special effect or scene.

"B" Definitions

Backed Sign.
A sign where the faces of the sign are parallel or within twenty degrees of parallel to each other.

Balloon Sign.
A sign that is blown up with air or gas.

Banner.
A sign made of fabric or other similar non-rigid material with no enclosing framework or electrical components that is supported or anchored on two or more edges or at all four corners. Banners also include non-rigid signs anchored along one edge, or two corners, with weights installed that reduce the reaction of the sign to wind.

"C" Definitions

Clear View Triangle.
See SMC 17A.020.030

Community Banner.

A temporary banner made of sturdy cloth or vinyl that is not commercial advertising that has the purpose of the promotion of a civic event, public service announcement, holiday decorations, or similar community and cultural interests and is placed on a structure located in the public right-of-way, subject to procedures authorized by city administrator.

Copy.
Letters, characters, illustrations, logos, graphics, symbols, writing, or any combination thereof designed to communicate information of any kind, or to advertise, announce or identify a person, entity, business, business product, or to advertise the sale, rental, or lease of premises.

"D" Definitions

Directional Sign.
A sign exclusively limited to guiding the circulation of motorists or pedestrians on the site.

Director
See SMC 17A.020.040

"E" Definitions

Electric Sign.
Any sign containing electrical wiring, lighting, or other electrical components, but not including signs illuminated by a detached exterior light source.

Electronic Message Center Sign.
An on-premises sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means including signs using a video display method.

"F" Definitions

Facade.
See SMC 17A.020.060(A).

Fascia Sign.
A single-faced sign attached flush to a building or other structure or a sign consisting of light projected onto a building or other structure. Fascia signs do not include signs that are attached to or projected onto structures defined as sign structures by this chapter.

Flag.
A sign made of fabric or other similar non-rigid material supported or anchored along only one edge or supported or anchored at only two corners. If any dimension of the flag is more than three times as long as any other dimension, it is classified and regulated as a banner regardless of how it is anchored or supported.

Flashing Sign.

a. A pattern of changing light illumination where the sign illumination alternates suddenly between fully illuminated and fully non-illuminated in a strobe-like fashion for the purpose of drawing attention to the sign.
b. Time and temperature signs are excluded from this definition.
c. For the purpose of this title, electronic message centers consistent with the standards of SMC 17C.240.240 shall not be considered flashing signs

Freestanding Sign.
A sign on a frame, pole, or other support structure that is not attached to any building.

"I" Definitions

Illuminated Wall Highlights
See SMC 17A.020.090

Interpretive Signs.
A sign that identifies historic buildings or sites where important events occurred or which serve educational, cultural, historical, or scientific purposes.

"M" Definitions

Marquee Sign.
A sign incorporated into or attached to a marquee or permanent canopy.

Monument Sign.
A freestanding sign where the base of the sign structure is on the ground or a maximum of twelve inches above the lowest point of the ground adjacent to the sign. The width of the top of the sign structure can be no more than one hundred twenty percent of the width of the base.

MUTCD.
See SMC 17A.020.130

"N" Definitions

Nonconforming Sign.
A sign that was created and issued a permit in conformance with development regulations, but which subsequently, due to a change in the zone or land use regulations, is no longer in conformance with the current applicable development standards.

"O" Definitions

Off-premises Sign.
A sign relating, through its message and content, to a business activity, use, product, or service not available on the premises upon which the sign is erected.

"P" Definitions

Painted Wall Highlights.
Painted areas that highlight a building's architectural or structural features and that do not convey a message or image.

Painted Wall Sign.
A sign applied to a building wall with paint or a thin layer of vinyl, paper, or similar material adhered directly to the building surface and that has no sign structure.

Pedestrian-Scaled Signs
Permanent, first-floor, exterior signs designed and placed to address pedestrian traffic; may be mounted flush with or projecting from a column, building wall, awning or transom.

Permanent Sign.

Any sign not classified as a temporary sign.

Projecting Sign.
A sign attached to and projecting out from a building face or wall, generally at right angles to the building. Projecting signs include signs that are totally in the right-of-way, partially in the right-of-way, or fully on private property.

"R" Definitions

Right-of-way
See SMC 17A.020.180

Roadway
See SMC 17A.020.180

Roof Line.
The top edge of a roof or building parapet, whichever is higher, excluding any cupolas, chimneys, or other projections.

Roof mounted sign.
A sign which has a point of attachment to the roof or mansard of a building. Architectural projections, including mechanical equipment screens, above any parapet or roof line whose sole function is a background for signs shall be considered a sign structure. A sign on such an architectural projection shall be considered a roof sign.

"S" Definitions

Sandwich Board Sign.
A self-supporting A-shaped freestanding temporary sign with only two visible sides that are situated adjacent to a business, typically on a sidewalk.

Sign.

d. Materials placed or constructed or light projected, but not including any lawful display of merchandise, that:
    i. Conveys a message or image, and
    ii. Is used to inform or attract the attention of the public
e. Some examples of signs are materials or lights meeting the definition of the preceding sentence and which are commonly referred to as signs, placards, A-boards, posters, murals, diagrams, banners, flags, or projected slides, images, or holograms.
f. The scope of the term sign does not depend on the content of the message or image conveyed.

Sign Face.
The portion of a sign which contains lettering, logo, trademark, or other graphic representations. (See SMC 17C.240.110, Sign Face Area.)

Sign Maintenance.
Normal care needed to keep a sign functional, such as cleaning, painting, oiling, and changing of light bulbs.

Sign Repair.

Fixing or replacement of broken or worn parts. Replacement includes comparable materials only. Repairs may be made with the sign in position or with the sign removed.

Sign Structure.
A structure specifically intended for supporting or containing a sign.

Special Event Sign.
A temporary sign used to announce a circus, a carnival, festivals, or other similar events.

Structural Alteration.

1. Modification of a sign, sign structure, or awning that affects size, shape, height, or sign location.
2. Changes in structural materials; or
3. Replacement of electrical components with other than comparable materials.
4. The replacement of wood parts with metal parts, the replacement of incandescent bulbs with light emitting diodes (LED), or the addition of electronic elements to a non-electrified sign would all be structural alterations.
5. Structural alteration does not include ordinary maintenance or repair, repainting an existing sign surface, including changes of message or image, exchanging painted and pasted or glued materials on painted wall signs, or exchanging display panels of a sign through release and closing of clips or other brackets.

"T" Definitions

Temporary sign (which may include special event sign)
Any sign that is used temporarily and is not permanently mounted, painted or otherwise affixed, including any poster, banner, pennants, placard, stake sign or sign not placed in the ground with concrete or other means to provide permanent support, stability and rot prevention. Temporary signs do not include off-premise signs, as defined in this chapter. Temporary signs may only be made of non-durable materials including, but not limited to, paper, corrugated board, flexible, bendable or foldable plastics, foamcore board, vinyl canvas or vinyl mesh products of less than 20 oz. fabric, vinyl canvas and vinyl mesh products without polymeric plasticizers and signs painted or drawn with water soluble paints or chalks. Signs made of any other materials shall be considered permanent and are subject to the permanent sign regulations of this Chapter.

Section 3. That SMC Section 17C.240.020 entitled "Where These Regulations Apply" is repealed.

Section 4. That there is adopted a new section 17C.240.025 to chapter 17C.240 of the Spokane Municipal Code to read as follows:

Section 17C.240.025 Applicability and Interpretations

A. This Chapter applies to all signs as defined in Section17C.240.015 (Definitions), within the City which are visible or audible from any street, sidewalk or public place, regardless of the type or nature.
B. This Chapter is not intended to, and shall not be interpreted to, restrict speech on the basis of its content, viewpoint, or message. Any classification of sign authorized in this chapter for commercial purposes shall be interpreted to also be permitted for non-commercial purposes. No part of this Chapter shall be construed to favor commercial speech over non-commercial speech. To the extent that any provision of this Chapter is ambiguous, the term shall be interpreted not to regulate speech on the basis of the content of the message.
C. Substitution Clause.

Notwithstanding anything herein to the contrary, noncommercial copy may be substituted for commercial copy on any lawful sign structure.

D. Severability
If a section, subsection, paragraph, sentence, clause, or phrase of this chapter is declared unconstitutional or invalid for any reason, the decision shall not affect the validity of the remaining portions of this chapter.

Section 5. That SMC Section 17C.240.060 is amended to read as follows:

Section 17C.240.060 Exemptions

The following signs ((~~do not require~~)) are exempt from a sign permit (unless otherwise noted)((~~,~~)). ((~~nor shall the area and number of such signs be included in the area and number of signs permitted for any site or use~~)) The area and number of such signs shall not be included in the area and number of signs permitted for any site or use, however, all other relevant requirements of this chapter shall apply. This shall not be construed as relieving the owner of the sign from the responsibility of its erection and maintenance and its compliance with the provisions of this chapter or any other law or ordinance.

A. ((~~The flag, emblem, or insignia of a nation or other governmental unit or nonprofit organization subject to the guidelines concerning their use set forth by the government or organization which they represent.~~)) Flags. Any flags, provided that they conform to all provisions of this chapter for signs. Freestanding ((~~Flagpoles~~)) flagpoles require a ((~~sign~~))building permit for structural review.

B. Memorial signs or tablets, names of buildings, stained glass windows, and dates of erection when cut into the surface or the facade of the building or when projecting not more than two inches.

C. ((~~Traffic or other municipal signs, signs required by law or emergency, railroad crossing signs, legal notices, and any temporary signs as are authorized under policy approved by the city council.~~)) Governmental signs. Signs installed by the City, County, or a federal or State governmental agency for the protection of the public health, safety and general welfare, including, but not limited to, the following:

1. Emergency and warning signs necessary for public safety or civil defense;
2. Traffic and/or wayfinding signs erected and maintained by an authorized public agency;
3. Signs required to be displayed by law;
4. Signs showing the location of public facilities including public and private hospitals and emergency medical services; and
5. Any sign, posting, notice, or similar sign placed by or required by a governmental agency in carrying out its responsibility to protect the public health, safety and general welfare.

D. Signs of public utility companies indicating danger or which serve as an aid to public safety or which show the location of underground facilities ((~~or of public telephones~~)).

E. Flush-mounted wall signs, used to identify the name and address of the occupant for each dwelling provided the sign does not exceed two square feet in sign area.

F. ((~~Signs located in the interior of any building or within an enclosed lobby or court of any building or group of buildings, which signs are designed and located to be viewed exclusively by patrons of such use or uses.~~)) Non-visible signs. Signs not visible beyond the boundaries of the lot or parcel upon which they are located, or from any public right-of-way. Such freestanding signs require a building permit for structural review.

((~~G. Decorations, such signs in the nature of a decoration, clearly incidental and customary and commonly associated with any national, local or religious holiday.~~))

G. Changes to the face or copy of changeable copy signs, digital signs, electronic messaging signs, provided such changes do not change the material or appearance of the sign as originally permitted by the City.

((~~H. Painting, repainting, or cleaning of an advertising structure or the changing of the advertising copy of message thereon shall not be considered an erection or alteration which requires a sign permit unless a structural change is made.~~))

H. The normal repair and maintenance, (painting, repainting, cleaning) of conforming or legal nonconforming signs that does not involve structural alteration of the sign or supporting structure.

I. Sculptures, fountains, mosaics, murals, public art and design features which do not ((~~incorporate advertising or identification~~)) otherwise constitute a sign.

J. "No trespassing," "no dumping," "no parking," "private" signs identifying essential public needs (i.e., restrooms, entrance, exit, telephone, etc.) and other informational warning signs, which shall not exceed three square feet in surface area.

((~~K. Directional signs erected by the City on arterial streets directing the public to public, civic, or nonprofit facilities. Such signs shall be erected at the discretion of the director of public works and shall be subject to City design guidelines. In addition, with the approval of the design review board, the director of public works may allow the erection of directional signs as are necessary to designate commercial areas or significant tourist sites within the City.~~))

~~((L.))~~K. Publicly approved non-illuminated interpretive signs, or historical signs, or tablets displayed by a public, educational non-profit agency, or private development pursuant to ((~~SMC 17E.060.830 and SMC 17E.060.840~~)) SMC 17E.060.820 through SMC 17E.060.840, strictly for the purpose of informing or educating the public.

~~((M.))~~L. Illuminated wall highlights that do not contain words, logos, or corporate images.

M. Interior signs. Signs or displays located entirely inside of a building and located at least three (3) feet away from transparent doors and windows.

N. Temporary signs (provided they comply with 17C.240.244, Temporary Signs).

Section 6. That SMC Section 17C.240.070 is amended to read as follows:

Section 17C.240.070 Prohibitions

The following are prohibited and existing ones must be removed:

A. ((~~Signs containing strobe lights.~~)) Flashing signs or lights. A sign that contains an intermittent or flashing light source, or a sign that includes the illusion of intermittent or flashing light by means of animation, or an externally mounted intermittent light source, except as consistent with the standards contained in Table 17C.240-4.

B. Abandoned signs and abandoned sign structures.

C. Signs placed on or painted on a motor vehicle or trailer parked with the primary purpose of providing signs not otherwise allowed by the code.

D. Permanent balloon signs.

((~~E. Temporary signs (except as provided for in SMC 17C.240.240(G), Temporary Signs).~~))

E. Hazardous signs. Any sign that is dangerous or confusing to motorists on the public right-of-way, including any sign which by its color, wording, design, location or illumination resembles, conflicts, imitates or interferes with the effectiveness of any official traffic control device or which otherwise impedes the safe and efficient flow of traffic.

~~F. Signs that imitate or resemble official traffic lights, signs or signals or signs that interfere with the effectiveness of any official traffic light, sign, or signal.))~~

((~~G.~~))F. Signs which are located upon or projecting over public streets, sidewalks, or rights of way except as provided for awnings and marquees in SMC 17F.040.140, ((~~and~~)) sandwich board signs in ((~~SMC 17C.240.240(G)(9) and))~~ SMC17C.240.220,signs extending into the right-of-way allowed in ((~~SMC 17C.240.240(C)~~)) SMC17C.240.180(B), and temporary signs in SMC 17C.240.244 (E).

((~~H.~~))G. Off premises signs (except as ((~~provided for in SMC 17C.240.240(G), Temporary Signs, such as real estate signs and community banners; SMC 12.02.0755, Signs Permitted in Conjunction With Bus Bench Signs, and SMC 17C.240.250, Off-premises Signs))~~ expressly allowed in other sections of this chapter). No off-premises sign shall be located on a vacant lot, parcel or easement. No off-premises sign shall be located on a lot, parcel or easement as the principal use of that lot, parcel or easement. Signs may only be established as an accessory use to a principally permitted use.

((~~I. Strings of banners, pennants, and other graffiti-like material with advertising copy except grand opening displays and special event signs as allowed in SMC 17C.240.240(G).~~))

((~~J.~~))H. Signs erected, constructed or structurally altered that are required to have a permit that were erected, constructed, or altered without a permit.

((~~K.~~))I. Except as otherwise allowed under this chapter or other ordinances, laws, or regulations of the City of Spokane, ((~~It~~)) it shall be unlawful for any person, except a public officer or employee in the performance of his public duty, to affix, post, paint, nail, fasten, place, or locate any sign, card, banner, handbill, poster, ((~~or advertising~~)) advertisement or notice of any kind, or cause the same to be done, ((~~upon public streets, highways, public right-of-way or any publicly owned or maintained property within the City of Spokane, or~~)) upon any City owned or maintained structure located in the public right of way, including but not limited to, any building, curbstone, traffic control device, street sign, utility pole, hydrant, fence, lamp post, guardrail, tree or shrubbery or any other structure situated within any such areas or to affix the same to a wire or appurtenance thereof((~~, except as may be authorized by the ordinances, laws, or regulations of the City of Spokane, the State of Washington or the~~

~~United States~~)). City-owned or maintained structures include, but are not limited to, bridges, overpasses, street medians, retaining walls, fences, street furniture, and shelters, among other structures located upon public streets, highways, public right-of-way or other public property. ((~~The prohibition contained herein shall not apply to political campaign signs which are permitted pursuant to the regulations set forth in SMC 17C.240.240(G)(6).~~))

((~~L. Flashing signs.~~))

J. No sign may impede free ingress and egress from any door, window or exit way required by building and/or fire code regulations.

Section 7. That SMC Section 17C.240.080 entitled "General Rules for Reading and Applying the Code Language" is repealed.

Section 8. That SMC Section 17C.240.090 is amended to read as follows:

Section 17C.240.090 Sign Permit Required

A. Permit Requirements.
No sign governed by the provisions of this code shall be erected, structurally altered, or relocated by any person, firm, or corporation ((~~after the date of adoption of this code~~)) without a permit issued by the City ((~~(with the exceptions as noted)~~)) unless an exemption applies under this chapter. No new permit is required for signs which have permits and which conform with the requirements of this code on the date of its adoption unless and until the sign is structurally altered or relocated.

B. Permit Applications.
Permit applications shall include a site plan that provides the following information:
1. The location of the affected lot, building(s), and sign(s).
2. The scale of the site plan.
3. A scaled-drawing of the proposed sign or sign revision, including size, height, copy, structural footing details, method of attachment, and illumination.
4. The location of all existing signs on the site including size and height.
5. For signs subject to spacing regulations, the location of neighboring signs on adjacent properties.
6. Tax parcel number or correct address where proposed sign will be located.

C. Fee Schedule.
Fees for sign permits are as provided by SMC 8.02.031(G).

Section 9. That SMC Section 17C.240.100 entitled "Applying the Code to Specific Situation" is repealed.

Section 10. That SMC Section 17C.240.120 is amended to read as follows:

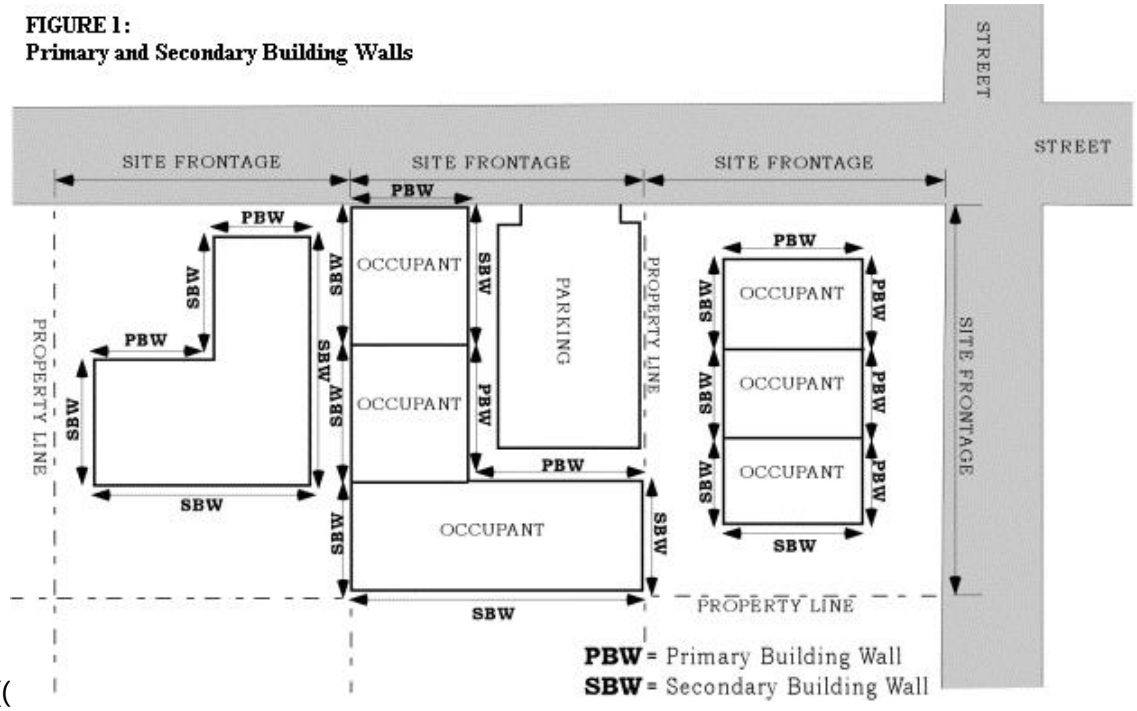
Section 17C.240.120 Measurements
The standards contained in SMC 17C.240.130 through SMC 17C.240.180 address how the signs allowed in the various zoning categories are measured including sign area, height, and other parameters. These standards work in combination with the standards of SMC 17C.240.((~~190~~))210 through SMC 17C.240.((~~300~~))310 regarding allowed sign size, number, type, and other provisions.

Section 11. That SMC Section 17C.240.130 is amended to read as follows:

Section 17C.240.130 Primary Building Walls

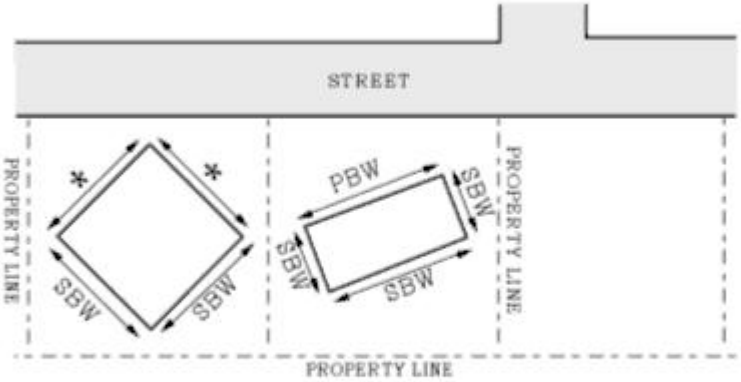
The length of a primary building wall is derived for each tenant space's ground floor exterior wall (See Figure 1). When walls are not parallel to a street, they are assigned to the street frontage to which they are most oriented ((~~See Figure ((8a)~~)). When the primary entrance is located in a building wall that is adjacent to, at an angle from, and shorter than the street-facing wall, the primary building wall will be measured as a combination of the street wall and the wall containing the entrance. Where the angled wall is on the corner of the building between two street-facing walls, the applicant may choose which street facing wall to combine with the wall containing the entrance to be considered the primary building wall. The length of the primary building wall will be measured in a straight line parallel to the street-facing wall ((~~See Figure (8b)~~)).

FIGURE 1:
Primary and Secondary Building Walls



((

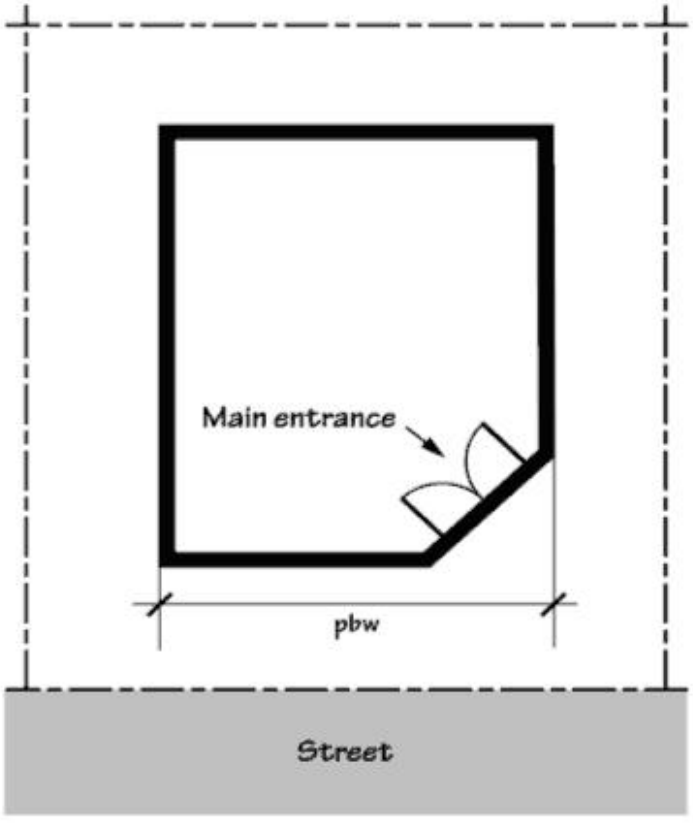
FIGURE 8a
Building Wall Orientation



PBW = Primary Building Wall
SBW = Secondary Building Wall

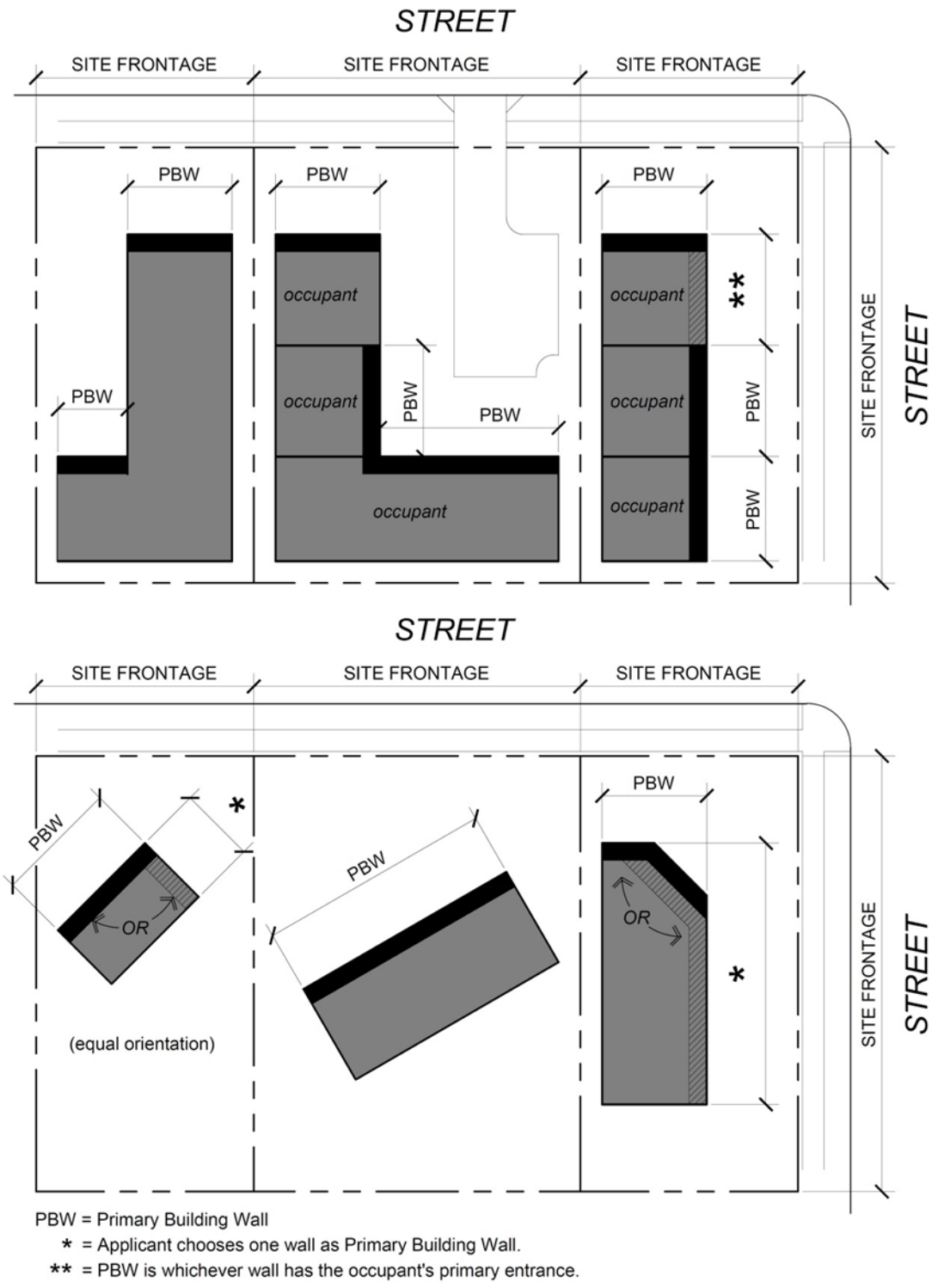
* Equal orientation - applicant chooses one for primary wall and one for the secondary wall

FIGURE 8b
Primary Building Wall - Angled Entrance



))

Figure 1
Primary and Secondary Building Wall

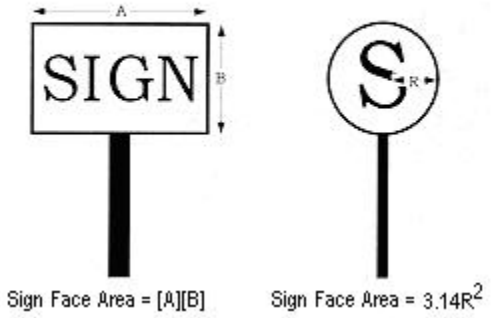


Section 11. That SMC Section 17C.240.140 is amended to read as follows:

Section 17C.240.140 Sign Face Area

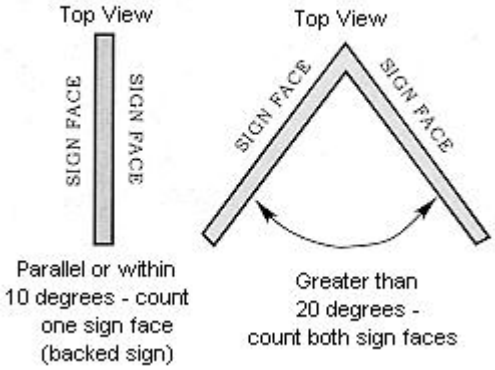
A. Sign Cabinets.
The area of sign faces enclosed in frames or cabinets is determined based on the outer dimensions of the frame or cabinet surrounding the sign face (See Figure 2).

FIGURE 2
Sign Face Measurement



B. Backed Signs.
Only one side of a backed sign is counted in determining the area of sign faces. Where the two sides are not of equal size, the larger of the two sides is used for the determination of sign area (See Figure 3).

FIGURE 3
Sign Face Measurement



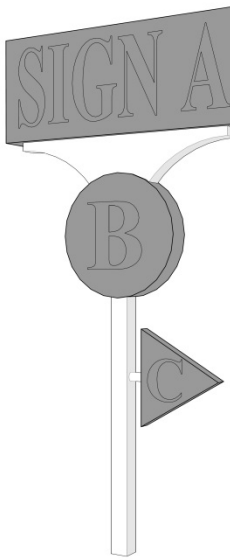
C. Multiple Cabinets.
For freestanding and projecting signs that contain multiple cabinets on one structure and oriented in the same direction, the modules together are counted as one sign face (See Figure 4).

FIGURE 4
Sign Face Measurements



((Sign Face Area = [D][E] + [F][G] + [H][I]))

Figure 4
Multiple Cabinets



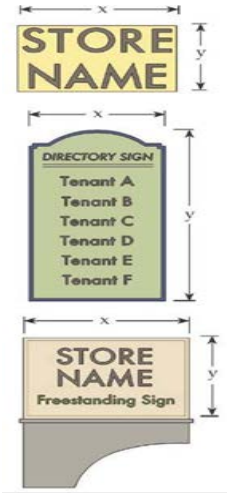
(Area of Cabinet A) +
(Area of Cabinet B) +
(Area of Cabinet C) =
Sign Area

D. Round Signs.
The maximum surface area visible at one time of a round, three dimensional, or three or more sided sign is counted to determine sign area.

E. ((~~Signs On a Base Material.~~
~~When a sign is on a background panel and attached without a cabinet, such as a wood board or Plexiglas background panel, the dimensions of the background panel are to be used.~~))
Background panel or surface.
Sign copy mounted, affixed or painted on a background panel or surface distinctively painted, textured or constructed as a background for the sign copy, is measured as that

area contained within the smallest rectangle, parallelogram, triangle, or circle that will enclose the sign copy and the background, as shown in Figure 5.

Figure 5



F. ((~~Individual Elements.~~

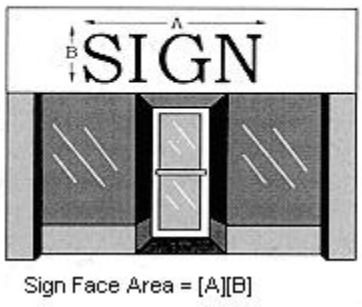
~~When signs are constructed of individual elements attached to a building wall, the sign area is determined by calculating the area of an imaginary rectangle drawn around the sign elements (See Figure 5). Sign elements will be measured as one unit when the distance between the elements is less than the dimension of the smallest element (See Figure 6).~~))

Individual letters or graphics.

Sign copy mounted as individual letters or graphics against a wall of a building or surface of another structure, that has not been painted, textured or otherwise altered to provide a distinctive background for the sign copy, is measured as the sum of the smallest square, rectangle, parallelogram, triangle or circle that will enclose each word, sentence and complete message, and each graphic in the sign.

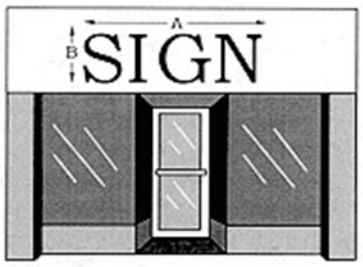
((

FIGURE 5
Sign Face Measurements



))

Figure 6



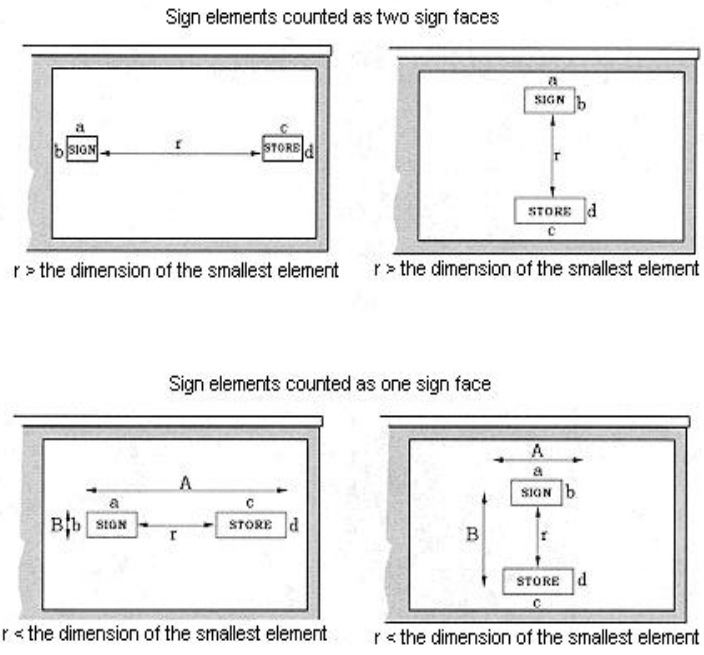
Sign Face Area = (A)(B)

G. Painted Wall Signs.
Painted wall signs are measured ((~~by drawing an imaginary rectangle around the edge of each of the sign elements. Sign elements will be measured as one unit when the distance between the elements is less than two times the length of each element (See Figure 6). Visible wall area includes windows and doors, but not openings such as loading entrances.~~)) as the sum of the smallest square, rectangle, parallelogram, triangle or circle that will enclose each word, sentence and complete message, and each graphic in the sign.

H. Awnings and Marquees.
When signs are incorporated into awnings, the sign area is determined by computing the area of an imaginary rectangle drawn around the sign face. When the ends of awnings or marquees are parallel and contain sign faces, only one side is counted in addition to the sign face area on the front.

((

FIGURE 6
Multiple Elements in a Painted Wall Sign or Fascia Sign



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Section 11. That SMC Section 17C.240.150 is amended to read as follows:

Section 17C.240.150 ((~~Height of Signs~~)) Sign Heights and Clearances

A. Height

The overall height of a sign or sign structure is measured from the finish grade to the highest point of the sign or sign structure (See Figure 7).

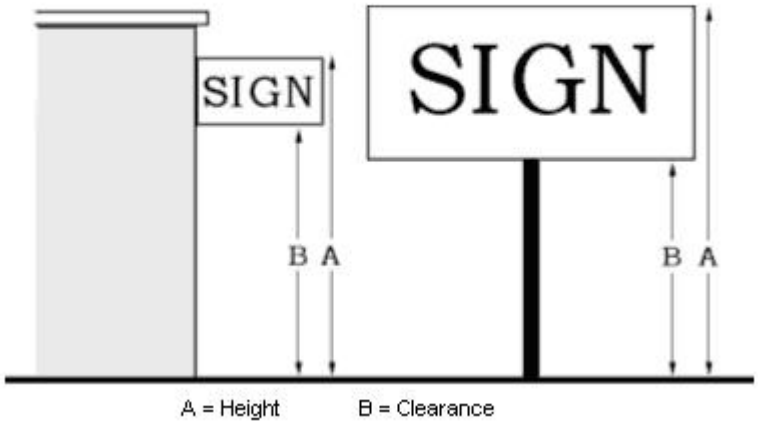
B. Clearance

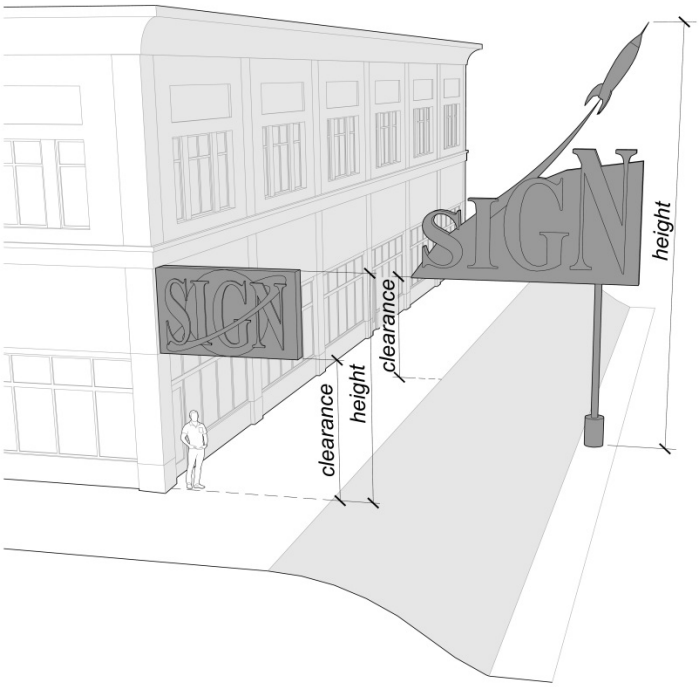
Clearances are measured from the highest point of the ground directly below the sign to the bottom of the sign structure enclosing the sign face (See Figure 7).

Figure 7
Sign Heights and Clearances

((

FIGURE 7
Sign Heights and Clearances





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Section 12. That SMC Section 17C.240.160 entitled “Clearances” is repealed.

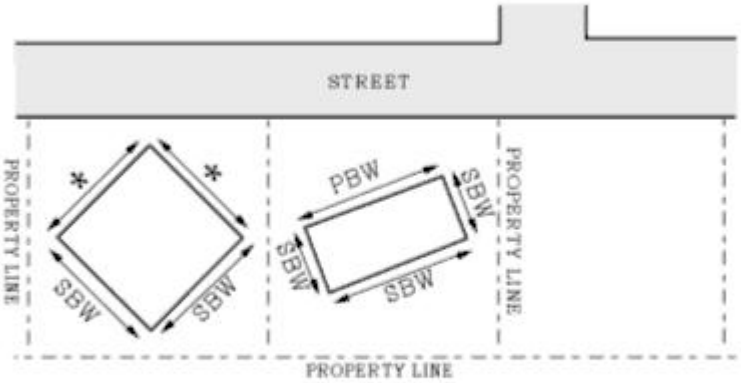
Section 13. That SMC Section 17C.240.180 is amended to read as follows:

Section 17C.240.180 Diagonal Corner Signs

Diagonal corner signs that face more than one street must be assigned to a street and building frontage by the applicant. The sign must meet all standards for the street and building frontage to which it is assigned ((~~See Figure (8)~~)).

((

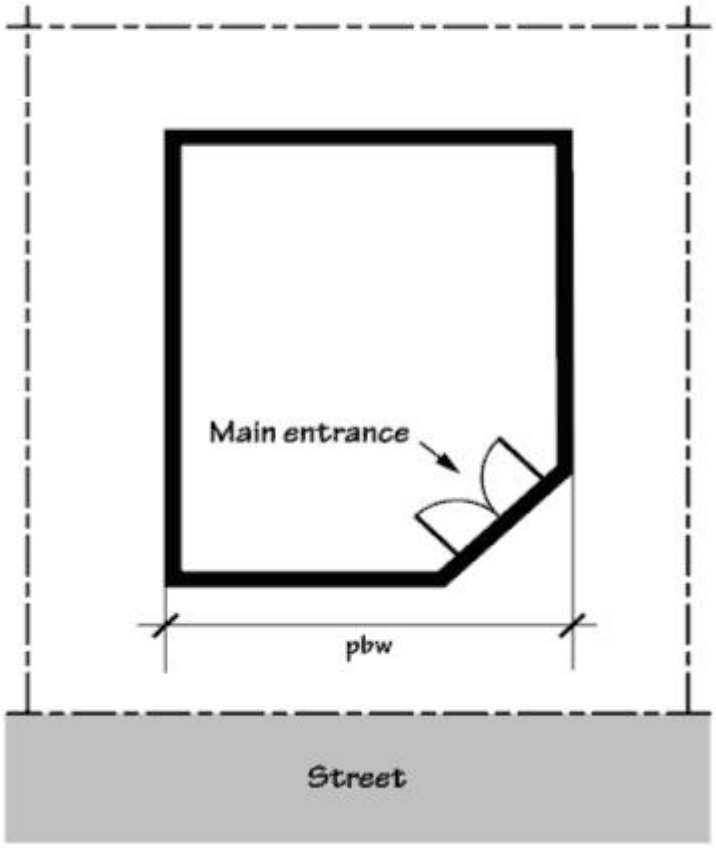
FIGURE 8a
Building Wall Orientation



PBW = Primary Building Wall
SBW = Secondary Building Wall

* Equal orientation - applicant chooses one for primary wall and one for the secondary wall

FIGURE 8b
Primary Building Wall - Angled Entrance



))

Section 14. That SMC Section 17C.240.190 entitled "Sign Standards Purpose" is repealed.

Section 15. That SMC Section 17C.240.200 entitled "Official Zoning Maps" is repealed.

Section 16. That SMC Section 17C.240.220 is amended to read as follows:

Section 17C.240.220 Standards in the Residential Zones

A. General Standards.

((~~The standards for~~)) All permanent signs in ((~~the RA through RHD~~)) Residential zones ((~~are stated in~~)) must comply with the standards detailed in Table 17C.240-1. ((~~All signs must conform to the regulations of SMC 17C.240.240.~~))

((~~Table 17C.240-1~~ **~~(See Linked Document)~~**))

Table 17C.240-1. Standards for Permanent Signs in ((~~RA, RSF, RTF, RMF, and RHD~~)) Residential and CA4 Zones [1]

Use Category/Structure Type [2]	Number of Signs	Max. Sign Face Area	Types of Signs Allowed	Maximum Sign Height	Additional Signs Allowed [3]
Residential Household Living/Houses, Duplexes, Attached Houses	1 per site	3 sq. ft.	Fascia, Painted Wall	Top of wall, or 10 ft. whichever is less	Directional Signs
			Freestanding	6 ft.	
Residential Household Living/Multi-family Residential Building, Group Living, Day Care, Nonresidential Category Uses Not Listed Below	1 per building	15 sq. ft.	Fascia, Painted Wall	Top of wall	Directional Signs
			Freestanding	10 ft.	
Subdivisions, PUDs, ((~~Mobile Home Parks,~~)) Agricultural Uses [4]	1 per entrance	32 sq. ft.	Monument	10 ft.	Directional Signs
<u>Mobile Home Parks</u>	<u>The sign standards for mobile home parks are contained in 17C.345.120</u>				
Parks and Open Areas [5]	1 per street frontage	10 sq. ft.	Monument	10 ft.	Directional Signs
Colleges, Community Services, Medical Centers, Religious Institutions, Schools, Commercial Outdoor Recreation, Major Event Entertainments, Nonconforming Uses in Commercial and Industrial Use Categories, Uses in the Office Use Category Allowed as a Conditional Use in the RMF and RHD Zones	The sign standards of the NR zone apply. See SMC 17C.240.160.				

Notes:

[1] Temporary signs are regulated by SMC 17C.240.210, Temporary Signs.

[2] See Title 17C SMC, Uses, Use Categories, and Structure Types.

[3] These signs are allowed in addition to other signs when they meet the standards of SMC 17C.240.200(D).

[4] These signs are allowed in addition to those for individual buildings.

[5] Signs in, or adjacent to and facing, a sports field associated with Parks and Open Areas are subject to the standards of the NR zone. See SMC 17C.240.160.

B. Sign Features.
Signs in ((~~the RA, RSF, RMF, and RHD~~)) all residential zones, except for those subject to the NR zone sign standards, are subject to the standards of this subsection. Illuminated signs placed in windows are subject to these sign regulations. Extensions into the right-of-way are prohibited.

Section 17. That SMC Section 17C.240.230 is amended to read as follows:

Section 17C.240.230 Standards in the Commercial and Industrial Zones

General Standards and Sign Features.
((~~The standards for permanent signs and sign features in the Commercial and Industrial zones are stated in Tables 17C.240-2 and 17C.240-3. All signs must conform to the regulations of SMC 17C.240.240.~~)) All permanent signs in Commercial and Industrial zones must comply with the standards detailed in Tables 17C.240-2 and 17C.240-3.

Table 17C.240-2
Standards for Permanent Signs in
Commercial, Center and Corridor, and Industrial Zones [1]

	DTC, DTG, DTU, DTS, GC, LI & HI [8]	**CC2 ((&)), CB, & CA3 [2][8]**	**O, OR, NR, NMU**	**CC1, CA1 & CA2 [2]**	**CC4 [2]**
SIGNS ATTACHED TO BUILDINGS					
Size Allocation	1-1/2 sq. ft. per 1 ft. of primary building wall or 15 percent of the primary building wall, whichever is greater	1 sq. ft. per 1 ft. of primary building wall if a freestanding sign is also on the same street frontage, 1-1/2 sq. ft. per 1 ft. of primary building wall if there is no freestanding sign on the same street frontage	Same	Same	15 sq. ft.
Maximum	No limit within	Same	Same	Same	1

Number	size allocation				
Maximum Area Per Sign	250 sq. ft. In the DT Zones, the maximum area per sign attached to a building is not limited	100 sq. ft.	50 sq. ft.	50 sq. ft.	15 sq. ft.
Minimum Guaranteed Sign Area for a Ground Floor Tenant Space	32 sq. ft.	Same	Same	Same	15 sq. ft.
TYPES ALLOWED					
Fascia, Awning, Marquee, ((~~Pitched Roof~~))Roof Mounted, Painted Wall	Yes	Yes	Yes	Yes	Yes
Projecting	Yes, but no projecting signs if a freestanding sign is also on the same street frontage	Same	Same	Same	Same
((~~Rooftop~~))	((~~Yes~~))	((~~No~~))	((~~No~~))	((~~No~~))	((~~No~~))
FREESTANDING SIGNS					
Maximum Number	1 per site or 1 per 300 ft. of arterial street frontage and 1 for each additional 300 ft. or fraction thereof [3]	1 per arterial street frontage	1 per arterial street frontage	1 monument sign per arterial street frontage	1 monument sign per building
When Not Allowed	Not Limited	Not allowed if there is already a projecting sign on the same site frontage, or if existing signs attached to buildings exceed the limit of 1 sq. ft. to 1 ft. of primary building wall	Same	Same	Not allowed if there is already a wall or projecting sign
Size Allocation for All Freestanding Signs	1 sq. ft. per 1 ft. of arterial street frontage Local street	Same	Same	Same	15 sq. ft.

	frontage can be used if there are not arterial site frontages				
Size Limit	250 sq. ft.	75 sq. ft. [5]	50 sq. ft. [5]	50 sq. ft.	15 sq. ft.
Maximum Height [6]	35 ft. ((~~in~~)) In the DTS zone, the maximum height is 60 ft.	20 ft.	20 ft.	5 ft.	5 ft.
ADDITIONAL SIGNS ALLOWED					
Directional Signs, Temporary Signs [7]	See SMC 17C.240.((~~240(H)~~))243(D) and SMC 17C.240.((~~240(G)~~))244				

Yes = Allowed No = Prohibited

Notes:

[1] Temporary signs are regulated under SMC 17C.240.((~~240~~))244(H), Temporary Signs.

[2] Signs in CC and CA zones are subject to the standards and guidelines contained in the Initial Design Standards and Guidelines for Centers and Corridors.

[3] On sites with frontages longer than 300 feet, sign area earned from the first 300 feet may not be used on the second sign. For example, a 350-foot street frontage may have a 200 sq. ft. and a 50 sq. ft. freestanding sign. Interstate freeways, United States highways, state routes that are not also City of Spokane Arterials are not considered arterial streets for purposes of this Title. Sites with frontage on more than one arterial are allowed a freestanding sign on each arterial. The size allocation for each freestanding sign shall be calculated independently using only the length of the arterial frontage adjacent to the freestanding sign. The square footage allowance for freestanding signs for one arterial shall not be transferred to other arterials.

[4] Where a site has no arterial street frontage, one freestanding sign is allowed.

[5] The maximum sign area may be an additional twenty-five square feet for each additional business on a site having more than one business, up to a maximum area of one hundred fifty square feet.

[6] This height limit is for the total height of the combined sign face and sign structure.

[7] These signs may be allowed in addition to signs attached to buildings and freestanding signs when they meet the standards of SMC 17C.240.((~~240(H)~~))243 (D) and SMC 17C.240.((~~240(G)~~))244.

[8] Signage standards for mini-storage facilities are listed in 17C.350. Mini-storage facilities are not permitted in the DTC or CA3 zone.

((

~~**((Table 17C.240-3**~~ ~~**Sign Features for All Signs in Tables 17C.240-1 and 17C.240-2**~~		
-	~~**GC, CC2, Downtown, CB, LI & HI**~~	~~**O, OR, NR, NMU, CC1 & CC4**~~
~~Electronic Message Center Sign Features~~	~~Yes [1]~~	~~Yes [1]~~ ~~Not Permitted in CC4 Zone~~
~~Lighting~~	~~Direct, Indirect, or Internal~~	~~Same~~

~~Maximum Distance Extending into ROW~~	~~See SMC 17C.240.240(C)~~	~~Same~~
~~Maximum Area Extending into ROW~~	~~See SMC 17C.240.240(C)~~	~~Same~~
~~Bonus Allowance for Outstanding Design~~	~~See SMC 17C.240.290~~	~~Same~~
~~Yes = Allowed No = Prohibited~~ ~~Notes:~~ ~~[1] Electronic Message Center sign features are allowed in the GC, CC2, Downtown, CB, LI, HI O, OR, NR, NMU, & CC1 zones if they meet the standards of SMC 17C.240.240(J), Electronic Message Center Signs.))~~		

))

Table 17C.240-3 **Sign Features for All Signs in Table 17C.240-2**	
	GC, CC2, Downtown, CB, LI, HI, O, OR, NR, NMU, CC1 & CC4
Electronic Message Center Sign Features	Allowed [1][2]
Lighting	Direct, Indirect, or Internal
Maximum Distance Extending into ROW	See SMC 17C.240.220(E)
Maximum Area Extending into ROW	See SMC 17C.240.220(E)
Bonus Allowance for Outstanding Design	See SMC 17C.240.290
Notes: [1] Electronic Message Center sign features are allowed in the GC, CC2, Downtown, CB, LI, HI O, OR, NR, NMU, & CC1 zones if they meet the standards of SMC 17C.240.240, Electronic Message Center Signs. [2] Electronic Message Center sign features are not allowed in the CC4 Zone	

Section 18. That SMC Section 17C.240.240 is amended to read as follows:

Section 17C.240.240 ((~~Additional Standards in All Zones~~)) Sign Placement and Location Restrictions

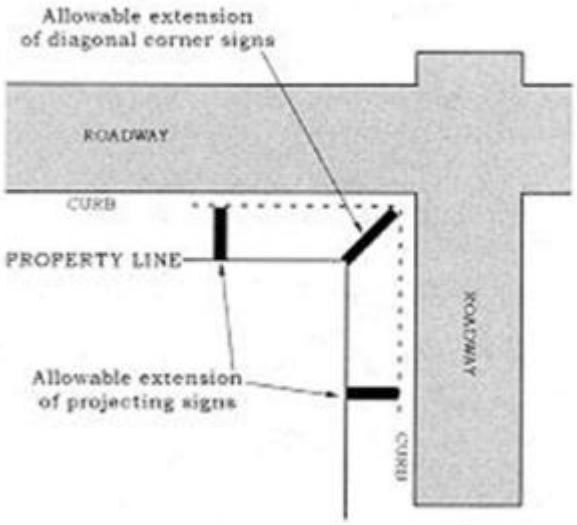
((~~A. Where These Regulations Apply.~~
~~These regulations apply to all signs regulated by this chapter.~~))

A. Sign Placement.
All signs and sign structures must be erected and attached totally within the site except when allowed to extend into the right-of-way by this chapter.

B. Signs Extending Into the Right-of-way.
The standards of this subsection apply to permanent signs that are erected on private property and that extend into the right-of-way ((~~and temporary signs that are in the right-of-way~~)).

1. Projecting Signs.
   Projecting signs that extend into the right-of-way must meet the following standards:
   a. Distance Into the Right-of-way.
      i. Where allowed, signs may extend into the right-of-way not more than ten feet or within two feet of the curbline, whichever is the smaller projection.
      ii. Diagonal corner signs may extend into the right-of-way to a point that is determined by extending a line from the maximum points allowed for projecting signs on each street frontage (See Figure 8).
      ((

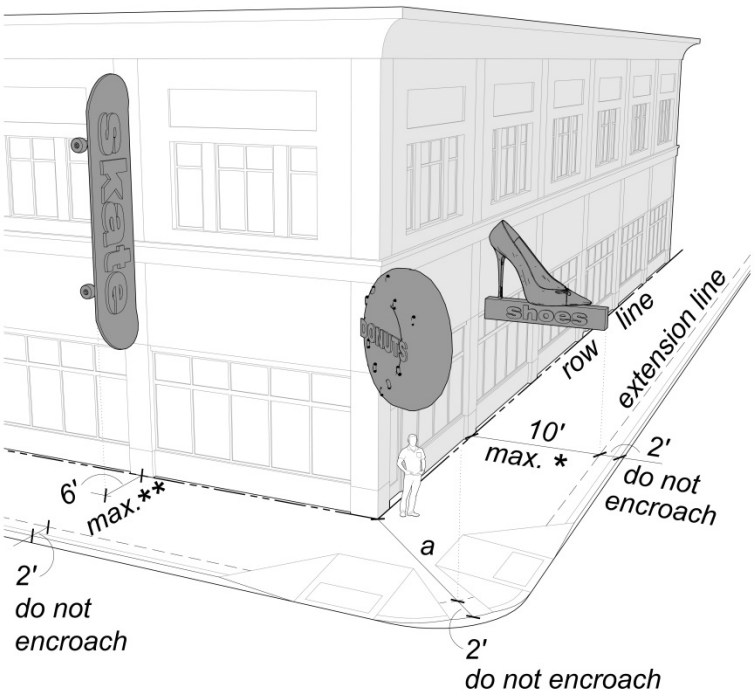
FIGURE 9
Diagonal Corner Signs



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Figure 8
Signs Projecting into the Right of Way



a = Allowable extension into right-of-way for diagonal signs

** = Maximum extension into right-of-way for signs 60 sqft in area*

*** = Maximum extension into right-of-way for signs 100 sqft in area*

b. Maximum Sign Face Area In the Right-of-way.
   The area of a sign is limited by the amount the sign extends into the right-of-way, as follows:
   i. A sign extending more than six feet cannot have a total area of projection in excess of sixty square feet; and
   ii. A sign extending less than six feet may not exceed one hundred square feet in area.

c. Blanketing.
   A projecting sign that extends into the right-of-way more than three feet may not be within twenty feet of another projecting or freestanding sign that extends more than three feet into the right-of-way if the new sign is within horizontal lines drawn from the top and bottom of the prior sign.

2. Awnings and Marquees.
   Awnings and marquees that contain signs may extend into the right-of-way the same distance as awnings and marquees that do not contain signs (See SMC 17F.040.140, Awnings).

((~~3. Temporary Signs.~~

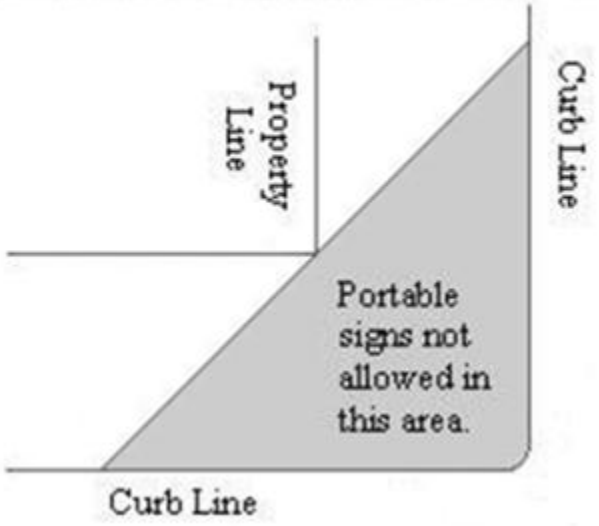
~~Temporary signs allowed to be placed in the right-of-way in SMC 17C.240.240(G) shall meet the following standards:~~

~~a. The sign is entirely outside the roadway.~~

~~b. The sign is no larger than nine square feet in size. The sign face is no wider than three feet and no taller than thirty-six inches.~~

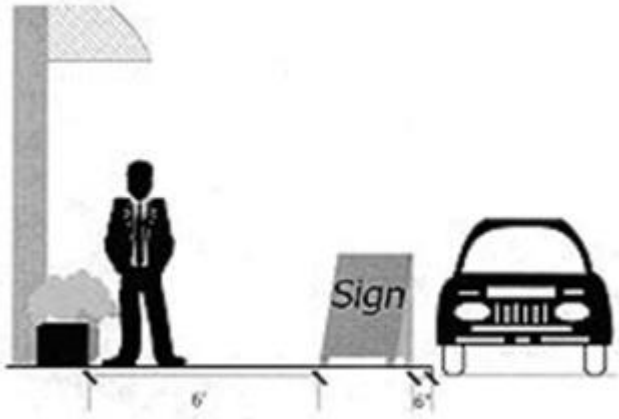
~~c. The sign is entirely outside of the area of a right-of-way corner that is between the curb and the lines created by extending the property line to the curb face (See Figure 10a).~~

FIGURE 10a
Placement of Portable Signs in the R-O-W



d. The sign is entirely outside the area of a sidewalk that is between the lines created by extending the edges of any curb ramp across the sidewalk to the property line.
e. The sign is within six inches of the curb (See Figure 10b)

FIGURE 10b
Placement of Portable Signs in the R-O-W



f. The sign does not obstruct a continuous through pedestrian zone of at least six feet in width except in center and corridor zones, sandwich board signs which are located on the sidewalk shall be located in such a manner as to leave a pathway at least four feet wide that is free of obstructions.
g. The sign does not obstruct pedestrian and wheelchair access from the sidewalk to any of the following:
    i. Transit stop areas.

ii. Designated disabled parking spaces.

iii. Disabled access ramps; or

iv. Building exits including fire escapes.

h. Physical Attachment to Public Property.

Except as allowed for community banners, temporary signs placed in the right-of-way must remain portable and may not be attached or anchored in any way to trees or to public property including utility or light poles, parking meters, the ground, or pavement.

i. Additional Placement Standards for Temporary Signs.

Temporary signs placed in the right-of-way must meet the following additional standards:

i. Where no curb exists, the sign must be placed outside the roadway at least five feet from the edge of the roadway. Temporary signs may not be placed in medians, traffic islands, or other areas within the roadway.

ii. Temporary signs must not be placed in parking spaces, pedestrian pathways, or bicycle paths.

3. Removal of Signs.

The city engineer may require signs extending into the right-of-way to be modified or moved if streets are widened, or other improvements made in the right-of-way, which result in the creation of unsafe conditions. The modification or moving will be at the owner's expense. If a nonconforming sign is moved under this requirement, it may be re-erected on the site without being brought into conformance.

B. Signs Attached to Buildings or Structures.

1. Placement.

Signs attached to buildings or structures that are based on the sign rights of a primary building wall may be placed on that primary building wall, on a secondary building wall, or on another structure. They may not be placed on another primary building wall.

2. Awnings and Marquees.

Signs attached to an awning or marquee that extends into the right-of-way must comply with the pedestrian clearance and right-of-way extension standards of SMC 17F.040.140, Awnings.

3. Fascia Signs.

a. Vertical Extensions.

Fascia signs may not extend more than six inches above the top of the building wall. Fascia signs attached to other structures may not extend above the top of the structure.

b. Horizontal Extensions.

A fascia sign may not extend more than eighteen inches out from the wall or structure to which it is attached. Fascia signs may not extend beyond the corner of buildings or other structures.

4. Pitched Roof Signs.

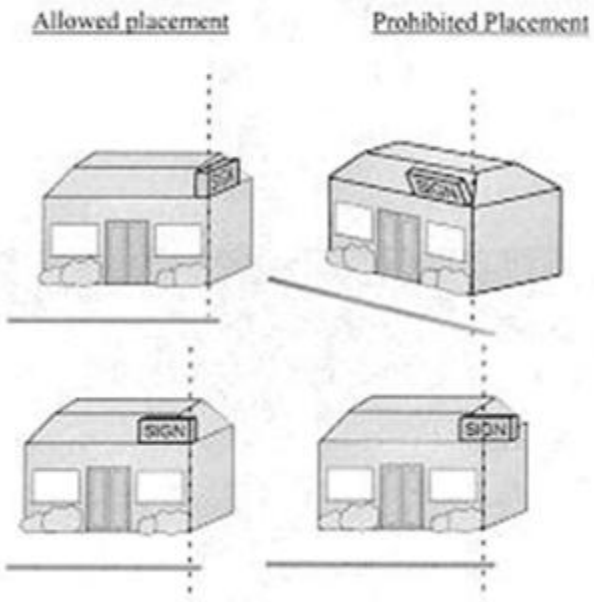
a. Vertical Extensions.

The face of pitched roof signs may not extend more than six inches above the roofline.

b. Placement and Angle.

Pitched roof signs must be parallel to the building face. They may not extend beyond the building wall (See Figure 11).

FIGURE 11
Pitched Roof Sign Placement



5. Projecting Signs.

a. Vertical extensions.

The face of a projecting sign may not extend more than six inches above the roof line.

b. Placement.

Projecting signs that extend over the right-of-way must meet the placement standards of SMC 17C.240.240(C), Signs Extending Into the Right-of-way.

C. Freestanding signs and monument signs.

1. Setbacks.

Freestanding signs are regulated as follows:

a. Residential Zones.

i. In residential zones, freestanding signs are allowed in required setbacks; however, in required front setbacks, monument signs exceeding three and one-half feet tall shall be setback ten feet from the front property line, provided that the requirements of SMC 17C.240.240(F) are met.

ii. Freestanding signs with structural supports less than two feet in width, with copy area placed at a height of seven feet or more above grade, may be located at the front property line, provided that the requirements of SMC 17C.240.240(F) are met.

iii. Freestanding signs with structural supports of more than two feet shall be set back not less than ten feet from the front property line, provided that the requirements of SMC 17C.240.240(F) are met.

b. Commercial and Industrial Zones.

In O, OR, NR, NMU, CB, CC-2, GC, LI, and HI zones, freestanding signs are allowed in required setbacks for buildings and parking areas. However, freestanding signs are prohibited in the setback between a

~~property line abutting a residentially zoned site and the building line or parking area setback line.~~

~~2. Frontages.~~

~~Freestanding signs must be placed on arterial street frontages unless there are none. Freestanding signs that are allowed based on the length of one arterial street frontage may not be placed on another arterial street frontage. Frontage on a freeway is not considered arterial street frontage.~~

~~3. Extensions Into the Right-of-way.~~

~~Freestanding signs may project into the public right-of-way as follows:~~

~~a. No more than ten feet beyond the property line; or~~

~~b. Within two feet of the curbline, whichever is the smaller projection.~~

~~c. The area of a sign is limited by the amount of projection beyond the property line, as follows:~~

~~i. A sign projecting more than six feet cannot have a total area of projection in excess of sixty square feet; and~~

~~ii. A sign projecting less than six feet may not exceed one hundred square feet in area.~~

~~d. All supports of a freestanding sign must be on private property.~~))

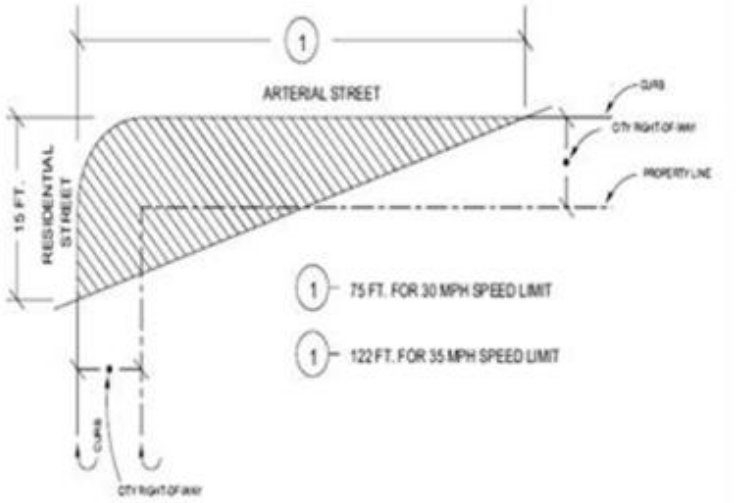
C. Clearances.

1. ((~~Vision Clearance Areas.~~))Clear View Triangle

a. ((~~Vision Clearance Areas.~~

~~Vision clearance areas are triangular-shaped areas located at the intersection of any combination of rights-of-way, alleys, or driveways. The sides of the triangle extend fifteen feet from the intersection of the vehicle travel areas (See Figures 12a and b). The height of the vision clearance area is from thirty-six inches above the ground to ten feet above the ground immediately below the sign or awning (See Figure 12c).~~)) Subject to the authority of the traffic engineer to make adjustments and special requirements in particular cases, all signs and sign features within the Clear View Triangle defined in SMC 17A.020.030 shall be maintained to keep a vertical clear view zone between three and ten feet from ground immediately below the sign or awning (see Figure 9).

FIGURE 12a
Vision Clearance Area



((

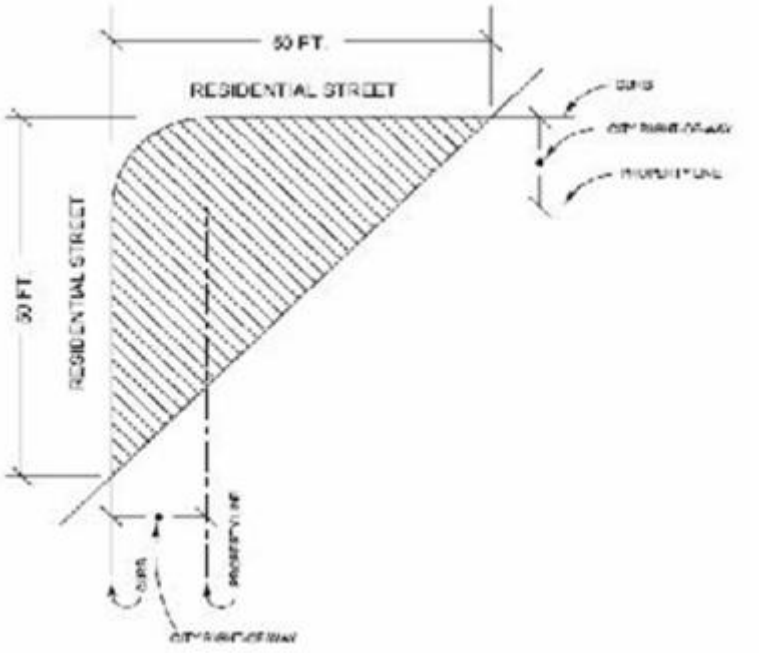


FIGURE 12b
Vision Clearance for Driveways

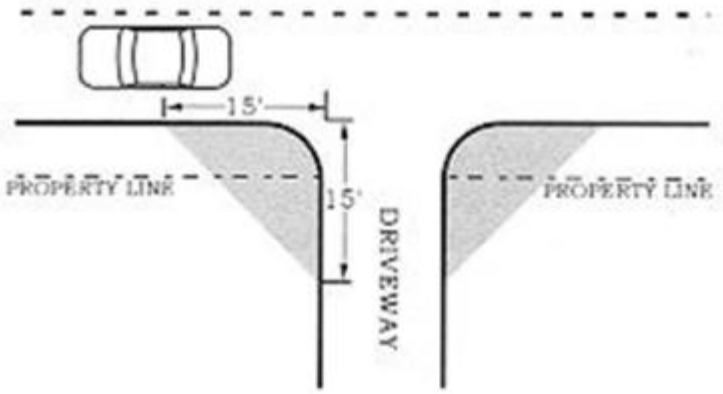
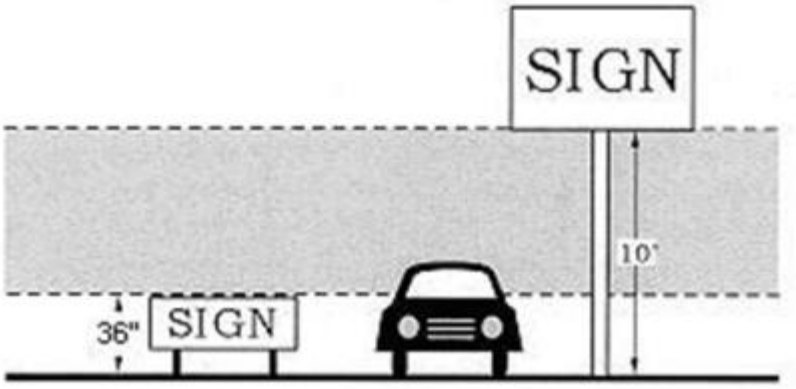


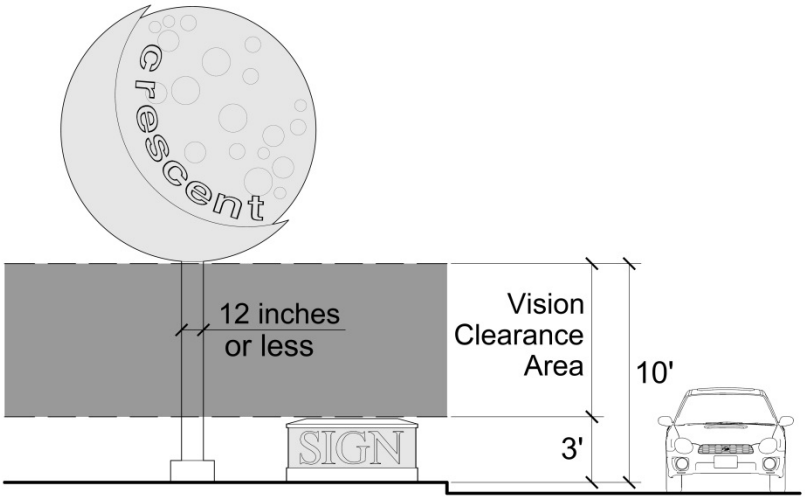
FIGURE 12c
Vision Clearance Area Height



))

Figure 9

Vertical Clear View Zone



b. ((~~Signs in Vision Clearance Areas.~~))Signs may not be located within a ((~~vision clearance area~~)) clear view triangle as defined in this paragraph. Support structures for a sign may only be located in a ((~~vision clearance area~~)) clear view triangle if the combined total width is twelve inches or less and the combined total depth is twelve inches or less.

2. Vehicle Area Clearances.

In areas outside of rights-of-way, when a sign or awning extends over where vehicles travel or are parked, the bottom of the structure must be at least fourteen feet above the ground. Vehicle areas include driveways, alleys, parking areas, and loading and maneuvering areas.

3. Pedestrian Area Clearances.
When a sign or awning extends over a sidewalk, walkway, or other space used by pedestrians, the bottom of the structure must be at least eight feet above the ground. Free-hanging valances made of fabric or other non-rigid material hung on signs, awnings, and marquees must be at least seven feet above of a sidewalk, walkway, or other space used by pedestrians.

((~~4. Clearances from Fire Escapes, Means of Egress, or Standpipes.~~
~~Signs, sign structures, and awnings are prohibited from being erected in any manner that interferes in any way with the free use of any fire escape, means of egress, or standpipe. Attaching signs, sign structures, or awnings to a fire escape is prohibited.~~

~~5. Obstruction of Windows and Ventilation.~~
~~Signs, sign structures and awnings are prohibited from being installed in any way that obstructs any building openings to such an extent that light, ventilation, or exhaust are reduced to a level below that required by the building code.~~))

4. Access to Signs.
Access clear of all obstructions must be provided to all signs.

((~~D. Temporary Signs.~~

~~The following signs are classified as temporary (non-permanent). Temporary signs are permitted subject to the applicable limitations.~~

~~4. Construction Signs.~~

~~No sign permit is required. Such signs may be placed on the property on which construction is occurring upon private property only and may be displayed only after a building permit is obtained and during the period of construction on the construction site. The applicable limits are as follows:~~

~~a. In all zones other than single family residential zones, no construction sign shall exceed thirty two square feet in sign area or ten feet in height.~~

~~b. In single family residential zones, no construction sign shall exceed fifteen square feet in sign area.~~

~~5. Grand Opening Displays.~~

~~No sign permit is required. Such signs may be placed upon the premises of the business only. Such temporary signs, posters, banners, strings of lights, clusters of flags, balloons, or other air or gas filled figures, and searchlights are permitted for a period of thirty days only to announce the opening of a completely new business. All such materials shall be removed immediately upon the expiration of seven days after the event's conclusion. Such displays are permitted only in districts where the business so advertised is allowed under district zoning regulations. Searchlights may be permitted by any business provided the beam of light does not flash against any building or does not sweep an arc of forty-five percent from vertical. All banners must be legible, made of durable materials, and must be well maintained.~~

~~6. Special Event Signs.~~

~~No sign permit is required. Such temporary signs may be placed upon the premises of the business only and shall not be larger than twenty square feet. Said signs shall not be posted or attached to telephone poles, power poles, or other public utility facilities. Such signs may be displayed thirty days prior to an event and must be removed within seven days after the event's conclusion. The event committee for which the sign is displayed shall be responsible for its removal and subject to the penalties as provided in this code. Searchlights may be permitted by any business provided the beam of light does not flash against any building or does not sweep an arc of forty-five percent from vertical. All banners must be legible, made of durable materials, and must be well maintained.~~

~~7. Balloon Signs.~~

~~No sign permit is required. Such signs may be placed upon the premises of the business only. One balloon sign is allowed per site for a maximum of one month at a showing twice per calendar year in the commercial and industrial zones. Temporary balloon signs may be located on a building rooftop. The vertical dimension of the balloon may not exceed twenty-five feet.~~

~~8. Real Estate Signs.~~

~~No sign permit is required. Such signs may be placed upon private property only. All exterior real estate signs must be of wood or plastic or other durable material. The permitted signs, with applicable limits, are as follows:~~

~~a. Residential "For Sale," "For Rent," and "Sold" Signs.~~

~~Such signs shall be limited to one sign per street frontage not to exceed five square feet in sign area, placed wholly on the property for sale or rent, and not to exceed a height of seven feet.~~

~~b. Residential "Open House" Signs.~~

~~Such signs shall be limited to one sign per street frontage on the premises for sale and up to ten off premises signs spaced not closer than two~~

hundred feet. Such signs are permitted only during daylight hours and when the real estate professional or seller or an agent is in attendance at the property for sale. No such sign shall exceed five square feet in sign area.

c. Undeveloped Commercial and Industrial Property "For Sale or Rent" Signs.

One sign per street frontage advertising undeveloped commercial and industrial property for sale or rent. The sign shall not exceed thirty-two square feet in sign area and ten feet in height.

d. Developed Commercial and Industrial Property "For Sale or Rent" Signs.

One sign per street frontage advertising a commercial or industrial building for rent or sale is permitted while the building is actually for rent or sale. If one face of the building is less than ten feet from the building line, the sign shall be placed on the building or in a window. The sign shall not exceed ten feet in height and, if free standing, shall be located more than fifteen feet from any abutting property line or a public right of way line. Said sign shall not exceed thirty two square feet in sign area.

e. Undeveloped Residential Property "For Sale" Signs.

One sign per street frontage advertising undeveloped residential property for sale is permitted not exceeding thirty two square feet in sign area. The sign must be placed more than thirty feet from the abutting owner's property line and may not exceed a height of ten feet.

f. Subdivisions approved after the effective date of this chapter are permitted one cluster of flagpoles (not to exceed five flagpoles) in front of sales offices to advertise the new development.

9. Political Campaign Signs.

All signs which are relating to promoting or publicizing the nomination or election of any individual for a public political office to be voted on in any primary, general or special election or advocating any ballot measure to be voted on in any primary, general or special election, hereinafter referred to as political campaign signs, are permitted subject to the following regulations:

a. Size of Signs.

Political campaign signs located on private property in a residential zone shall be limited to a maximum surface area of sixteen square feet. Political campaign signs located on private property in zones other than residential zones shall be limited to a maximum surface area of thirty-two square feet. Political campaign signs located in the public right-of-way as set forth in subsection c shall be limited to a maximum surface area of five square feet with a maximum height of five feet. The maximum square footage shall be based upon one side of the sign. Signs may be two-sided.

b. Signs on Private Property.

Political campaign signs may be erected upon any private property with the permission of the property owner, resident, or respective agent. In cases of vacant property, or where there is no occupied structure on the property, political signs may be placed thereon with the written consent of the property owner or his agent.

c. Political Campaign Signs on the Public Right-of-way.

Placement of political campaign signs on the public right-of-way must have the permission for such placement of the abutting property owner, resident or respective agent. For purposes of this section, the public right-of-way shall mean that portion of the public right-of-way located next to a street between the roadway and the adjacent private property open to the public for general pedestrian passage, including the buffer/planting strip.

Political campaign signs may be posted preceding a primary, general or special election within the public right-of-way only if the signs do not create a traffic obstruction or hazard or impair or impede pedestrian thoroughfares and comply with all requirements of this section. Political campaign signs located in the public right-of-way shall only be attached to a self-supporting wood stick(s), metal post, or other such devices, shall not be attached to any other structures and shall not be erected in any manner which would damage the surface infrastructure in which the sign is located.

d. Method of Display.

Political campaign signs authorized under this section shall not be displayed using digital, flashing, electronic, or solar technology unless specifically authorized by other provisions of the Spokane Municipal Code. Political campaign signs authorized under this section, either on private property or within the public right-of-way, are subject to all other regulations regarding temporary signs.

e. Unauthorized Signs on City Property.

Unauthorized signs of any nature located on City-owned or maintained property or on any portion of park property under the jurisdiction of the park board are prohibited and shall be immediately removed unless specifically authorized by law. City-owned or maintained property shall include all property held in the City's name or controlled by easement or other legal devices, including all portions of the public right-of-way. This prohibition shall not apply to political campaign signs located in the public right-of-way adjacent to vacant city-owned property.

f. Removal of Signs.

i. Political campaign signs on the public right-of-way as defined in this section or private property shall not be displayed after the date the election results have been certified for the election for which it was intended. In cases where a general election follows a primary election, those signs for candidates whose names will appear on the ballot in the general election may be displayed during the interim period and up to the date the general election results are certified. In all instances herein in which political campaign signs are required to be removed, or if the signs have become detached from their support device or damaged, it shall be the responsibility of the property owner or occupant, if the sign is located on private property, or the respective candidate, if the sign is located on the public right-of-way, to have the signs removed.

ii. Failure to remove political campaign signs located on the public right-of-way shall result in a one-time sign removal fee of twenty-five dollars per sign under fifteen square feet and fifty dollars for signs over fifteen square feet being assessed against the respective responsible campaign official. For the purpose of recovering the costs of removal there is a rebuttable presumption that the candidate seeking office or the sponsor of a ballot measure is the responsible campaign official who is responsible for the placement of a political campaign sign in the public right-of-way. Removal of signs located in the public right-of-way shall be under the direction of the director of public works and utilities or his or her designee.

iii. Failure to remove political campaign signs located on private property shall result in a civil infraction assessed pursuant to SMC 1.05.160 against the property owner or occupant for each sign. Each day

shall be a separate violation. A notice to remove the sign shall be issued by the code enforcement department to the property owner and/or occupant prior to the issuance of a civil infraction pursuant to SMC 1.05.040.

iv. The sign removal fee may be appealed to the hearing examiner within ten days of a letter assessing the fee. A civil infraction may be contested in the municipal court.

g. Signs Related to Constitutionally Protected Free Speech.

Signs expressing constitutionally protected free speech located on private property, including the public right-of-way adjacent to the private property, as defined in this section, unrelated to promoting or publicizing the nomination or election of any individual for a public political office or advocating any ballot measure to be voted on in any primary, general or special election shall not be subject to the time period for the removal of political campaign signs, but shall otherwise be subject to all other provisions of this section.

h. Public Notice.

Nothing in this chapter shall be construed to prohibit or modify the requirements for placement of public notices required by law.

i. Exemption.

Nothing in this chapter shall limit the promotion or publication of a political message by other means lawfully permitted under the City's sign code, chapter 17C.240 SMC.

j. Permit or Permit Fees.

There shall be no permit or fee requirement for political campaign signs erected under this section unless the sign is attached to a sign structure permitted under other provisions of the sign code that requires a permit and fee.

10. Community Banners.

Such signs may be permitted and extend into the public right-of-way by permission of the city administrator or appointed representative. Such signs may only be placed at City-designated locations provided that the banner:

a. is not commercial advertising but, rather, has as its principal purpose the promotion of a civic event, public service announcement, holiday decoration, or similar community interests;

b. has been approved by the arts commission;

c. complies with all applicable codes; and

d. does not, in the judgment of the street director, present a traffic hazard.

11. Banners.

See SMC 17C.240.240(G)(2) for grand opening displays and SMC 17C.240.240(G)(3) for special event signs.

12. Sandwich Board Signs.

Businesses will only be allowed a maximum of one sandwich board sign. These signs are subject to the following conditions:

a. Notification.

Notification to the City is required prior to displaying a sandwich board sign. This notification shall include acknowledgement of the sandwich board sign requirements, list of materials used, and rendering of the sign, including the dimensions.

b. Size.

The area of the sign shall not exceed nine square feet per side in size and shall not exceed three feet in any dimension.

c. Maintenance Standards.

Signs shall be constructed out of materials able to withstand typical northwest weather. Such materials may be metal, finished wood, chalkboard, whiteboard, or plastic; signs and copy shall be of professional quality. Owners of sandwich board signs shall be required to keep their signs in a legible, intact, and well-maintained manner.

d. Display Time.

Signs may only be displayed during business hours. If business hours continue past daylight hours, precautions should be taken to place the sign in a location where it is readily visible after dark. This shall not be construed to allow the wiring of a sign for lighting.

e. Location.

Signs may be located no further than twelve feet from the entrance to the business. Such signs shall not be placed in a location which is within the vision triangle or any location which will impede vehicular traffic. Further, such signs shall not be placed in a manner which will block or otherwise obstruct the safe use of sidewalks, building entrances or stairs by pedestrians, including pedestrians who are visually impaired or otherwise handicapped.

13. Garage Sale (Yard Sales, Moving Sales, Patio Sales).

No sign permit is required. Such sign shall be limited to one sign on the premises and ten off premises signs. No such sign shall exceed four square feet in sign area. Signs shall not be posted or attached to telephone poles, power poles or other public utility facilities. The sign or signs may be displayed only during the sale and must be removed the day the sale ends. The person or persons for which the sign or signs are displayed shall be responsible for its removal and subject to the penalties as provided in this code.

14. Seasonal Sales.

No sign permit is required. Such temporary signs may be placed upon private property only. Vendors who receive a license as defined in chapter 8.01 SMC for seasonal or temporary sales activities (e.g. Christmas trees) are permitted one sign not to exceed twenty square feet in sign area. This sign shall be mounted to the booth or trailer used for temporary sales.

D. Directional Signs.

1. General Standards.

Directional signs that meet the standards of this subsection are allowed in all zones and are not counted in the total square footage of permanent signage allowed on the site. Adjustments or modifications to the standards of this subsection are prohibited.

2. Size.

Freestanding directional signs may be up to six square feet in area and forty two inches in height. Fascia directional signs may be up to six square feet in area and eight feet in height.

3. Sign Features.

Direct, internal or indirect lighting is allowed. Extensions into the right-of-way are prohibited.

4. Directional Signs that Do Not Meet the Standards of this Subsection.

Directional signs that do not meet the standards of this subsection must meet either the standards for signs attached to buildings or the standards for freestanding signs.

E. Permanent Banners.

~~1. General.~~

~~Banners used as permanent signs are allowed in all zones and will be included in the total square footage of permanent signage allowed on the site. Temporary banners are regulated under subsection (G) above.~~

~~2. Standards.~~

~~Permanent banners are subject to the standards for either fascia signs or projecting signs depending on how the banner is supported or anchored.~~

~~F. Electronic Message Center Signs.~~

~~Electronic message center signs are permitted subject to the limitations in Table 17C.240-4.))~~

D. Removal of Signs.

1. The director of public works and utilities may require any legally permitted or legal non-conforming signs extending into the right-of-way to be modified or moved if streets are widened, or other improvements made in the right-of-way, which result in the creation of unsafe conditions. The modification or moving will be at the owner's expense. If a legal nonconforming sign is moved under this requirement, it may be re-erected on the site without being brought into conformance.
2. Abandoned signs and signs not explicitly allowed within the right-of-way shall be subject to immediate removal, under the authority of the director of public works or his/her designee.

Section 19. That there is adopted a new section 17C.240.241 to chapter 17C.240 of the Spokane Municipal Code to read as follows:

Section 17C.240.241 Building Mounted Wall Signs.

A. Placement.
Signs attached to buildings or structures that are based on the sign rights of a primary building wall may be placed on that primary building wall, on a secondary building wall, or on another structure. They may not be placed on another primary building wall.

B. Awnings and Marquees.
Signs attached to an awning or marquee that extends into the right-of-way must comply with the pedestrian clearance and right-of-way extension standards of SMC 17F.040.140, Awnings

C. Fascia Signs.
1. Vertical Extensions.
Fascia signs may not extend more than six inches above the top of the building wall. Fascia signs attached to other structures may not extend above the top of the structure.
2. Horizontal Extensions.
A fascia sign may not extend more than eighteen inches out from the wall or structure to which it is attached. Fascia signs may not extend beyond the corner of buildings or other structures.

D. Projecting Signs.
1. Vertical extensions.
The face of a projecting sign may not extend more than six inches above the roof line.
2. Placement.
Projecting signs that extend over the right-of-way must meet the placement standards of SMC 17C.240.170(B), Signs Extending Into the Right-of-way.

Section 20. That there is adopted a new section 17C.240.242 to chapter 17C.240 of the Spokane Municipal Code to read as follows:

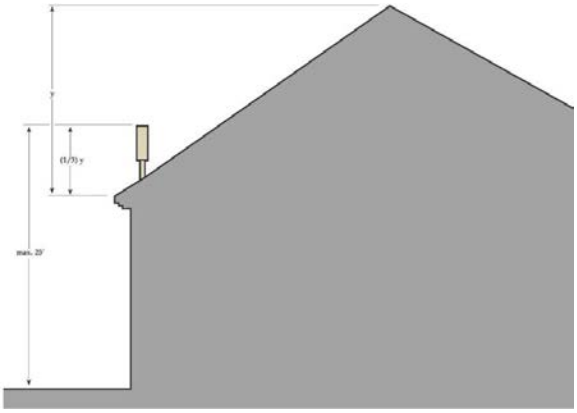
Section 17C.240.242 Roof-Mounted Signs

A. No permit shall issue for a roof-mounted sign which does not comply with the following standards:

1. Number. No more than one (1) roof-mounted sign shall be allowed for each building.
2. Area. The area of the roof-mounted sign shall not exceed the total amount of wall sign area that would be allowed for the building or site on which the roof mounted sign is located.
3. Location. Allowed on the slope of peaked/sloped roof buildings only, and only on the lowest one-third (1/3) of the slope of the peaked roof. Roof-mounted signs shall be installed so that the structural supports of the sign are minimized. Angle irons, guy wires, braces or other secondary supports shall appear to be an integral part of the roof or roof-mounted sign.
4. Zone. Roof-mounted signs are permitted in nonresidential zones only.

5. Design. Roof-mounted signs may be non-illuminated, internally illuminated or indirectly illuminated, provided that the light is limited to the sign face only.

Figure 10
Roof Mounted Signs



Section 21. That there is adopted a new section 17C.240.243 to chapter 17C.240 of the Spokane Municipal Code to read as follows:

Section 17C.240.243 Freestanding Signs

A. Setbacks.
Freestanding signs are regulated as follows:
1. Residential Zones.
a. In residential zones, freestanding signs are allowed in required setbacks; however, in required front setbacks, monument signs exceeding three and one-half feet tall shall be setback ten feet from the front property line, provided that the requirements of SMC 17C.240.170(C) are met.
b. Freestanding signs with structural supports less than two feet in width, with copy area placed at a height of seven feet or more above grade, may be

located at the front property line, provided that the requirements of SMC 17C.240.170(C) are met.

c. Freestanding signs with structural supports of more than two feet shall be set back not less than ten feet from the front property line, provided that the requirements of SMC 17C.240.170(C) are met.

2. Commercial and Industrial Zones.
In O, OR, NR, NMU, CB, CC-2, GC, LI, and HI zones, freestanding signs are allowed in required setbacks for buildings and parking areas. However, freestanding signs are prohibited in the setback between a property line abutting a residentially zoned site and the building line or parking area setback line.

B. Frontages.
Freestanding signs must be placed on arterial street frontages unless there are none. Freestanding signs that are allowed based on the length of one arterial street frontage may not be placed on another arterial street frontage. Frontage on a freeway is not considered arterial street frontage.

C. Extensions Into the Right-of-way.
Freestanding signs may project into the public right-of-way as follows, provided they also meet the requirements of 17C.240.170(B):

1. No more than ten feet beyond the property line; or
2. Within two feet of the curbline, whichever is the smaller projection.
3. The area of a sign is limited by the amount of projection beyond the property line, as follows:
   a. A sign projecting more than six feet cannot have a total area of projection in excess of sixty square feet; and
   b. A sign projecting less than six feet may not exceed one hundred square feet in area.
4. All supports of a freestanding sign must be on private property.

D. Directional Signs.

1. General Standards.
Directional signs that meet the standards of this subsection are allowed in all zones and are not counted in the total square footage of permanent signage allowed on the site. Adjustments or modifications to the standards of this subsection are prohibited.
2. Size.
Freestanding directional signs may be up to six square feet in area and forty two inches in height. Fascia directional signs may be up to six square feet in area and eight feet in height.
3. Sign Features.
Direct, internal or indirect lighting is allowed. Extensions into the right-of-way are prohibited. Up to 25 percent of the area of the sign may contain a logo, image, or other copy.
4. Directional Signs that Do Not Meet the Standards of this Subsection.
Directional signs that do not meet the standards of this subsection must meet either the standards for signs attached to buildings or the standards for freestanding signs.

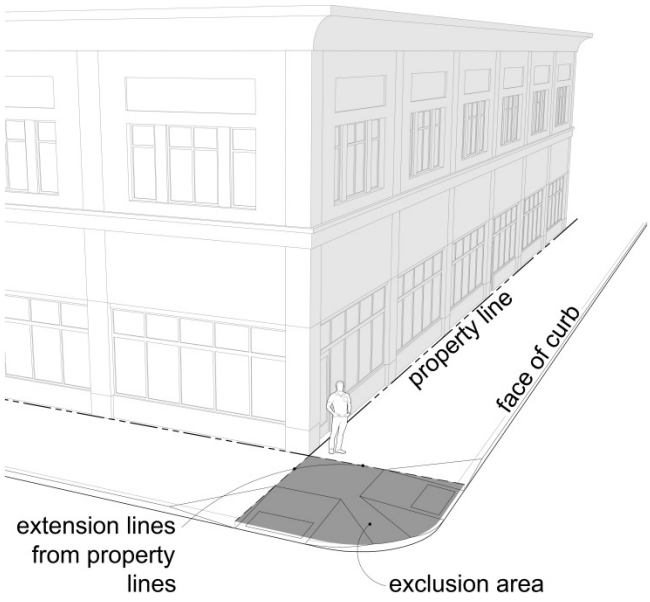
Section 22. That there is adopted a new section 17C.240.244 to chapter 17C.240 of the Spokane Municipal Code to read as follows:

Section 17C 240.244 Temporary Signs

A. No Permit required. No sign permit is required for temporary signs.

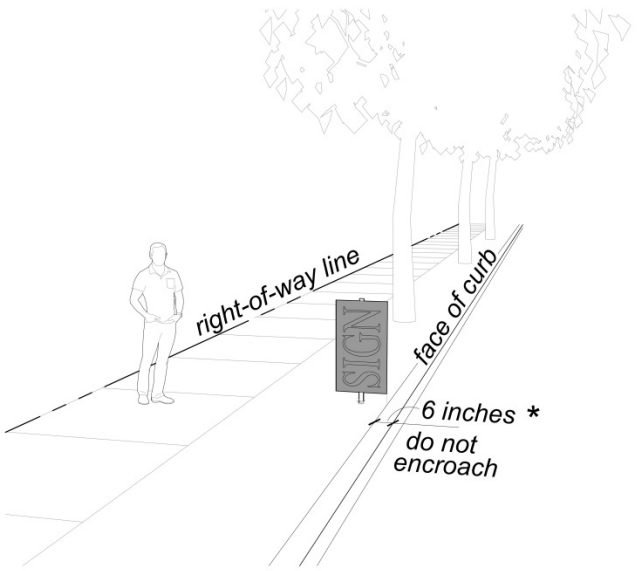
B. Removal. Any abandoned temporary sign, or other temporary signs that are not explicitly allowed within the right-of-way shall be removed. Failure to remove such signs shall constitute a violation of this chapter.
    1. The director of public works and utilities shall have the authority to require the immediate removal of any abandoned temporary sign or other temporary signs not explicitly allowed in the public right-of-way.
    2. Authority over abandoned temporary signs in other locations is described in SMC 17C.240.050. The removal shall be at the cost of the sign and/or property owner.
C. Materials. See the definition of "temporary sign" in Section 17C.240.015.
D. City property (excluding City right-of-way). Temporary signs on City-owned property (excluding City right-of-way) are allowed only in conjunction with an approved Special Event permit.
E. City Right-of-Way outside of the Roadway. Temporary signs allowed to be placed in the right-of-way shall meet the following standards:
    1. The sign is entirely outside the roadway.
    2. The sign is no larger than the maximum allowed for a freestanding temporary sign in the zoning district.
    3. The sign is entirely outside of the area of a right-of-way corner that is between the curb and the lines created by extending the property line to the curb face (See Figure 11a).

Figure 11a
Exclusion Area



    4. The sign is entirely outside the area of a sidewalk that is between the lines created by extending the edges of any curb ramp across the sidewalk to the property line.
    5. The edge of the sign is within six inches of the curb (See Figure 11b).

Figure 11b
Temporary Signs in the Right of Way



* = Where no curb is present, distance must be 5' from edge of roadway

6. The sign does not obstruct a continuous through pedestrian zone of at least six feet in width.
7. The sign does not obstruct pedestrian and wheelchair access from the sidewalk to any of the following:
    a. Transit stop areas.
    b. Designated disabled parking spaces.
    c. Disabled access ramps; or
    d. Building exits including fire escapes.
8. Physical Attachment to Public Property.
   See SMC 17C.240.070(I).
9. Additional Placement Standards for Temporary Signs.
   Temporary signs placed in the right-of-way must meet the following additional standards:
    a. Where no curb exists, the sign must be placed outside the roadway at least five feet from the edge of the roadway. Temporary signs may not be placed in medians, traffic islands, or other areas within the roadway.
    b. Temporary signs must not be placed in parking spaces, pedestrian pathways, or bicycle paths. Residential zones.
    c. Temporary signs placed in the right-of-way must have the permission for such placement of the abutting property owner, resident, or respective agent. For purposes of this section, the public right-of-way shall mean that portion of the public right-of-way located next to a street between the roadway and the adjacent private property open to the public for general pedestrian passage, including the buffer/planting strip.

F. Temporary signs may be placed on property residentially zoned in accordance with the requirements of this Section and the following:
    1. Freestanding signs (includes post-mounted, stake and portable signs).
        a. Single-family zones: Temporary free-standing signs shall not exceed four (4) square feet in size and five (5) feet in height, if the sign is post mounted on the ground, and not to exceed three (3) feet in height if the sign is stake-mounted or portable.

b. Multi-family zones: Temporary free-standing signs shall not exceed six (6) square feet in size and five (5) feet in height if the sign is post mounted on the ground, and not to exceed three (3) feet in height if the sign is stake-mounted or portable.

2. Surface-mounted signs. Limited to sites two (2) acres or larger:
   a. Size. No larger than thirty-two (32) square feet.
   b. Location. Must be flatly affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either facing or abutting the street, or facing inward to the subject site. Signs shall not be attached or tethered to other site improvements.

G. Non-residential zones. Temporary signs are allowed on non-residentially zoned property in accordance with the requirements of this Section and the following:
   1. Freestanding signs (including post-mounted, stake and portable signs): Size/height. Limited to four (4) square feet and five (5) feet in height if the temporary sign is mounted in the ground, and not to exceed three (3) feet in height if the temporary sign is portable.
   2. Surface-mounted signs:
      a. Size. Limited to thirty-two (32) square feet.
      b. Location. Must be flatly affixed to walls below the fascia or parapet line, or flatly affixed to on-site fences either facing the abutting street, or facing inward to the subject site. Signs shall not be attached or tethered to other site improvements.

Section 23. That there is adopted a new section 17C.240.245 to chapter 17C.240 of the Spokane Municipal Code to read as follows:

Section 17C.240.245 Sandwich Board Signs

A. Sandwich board signs shall be limited to one sign per address. These signs are subject to the following conditions:
   1. Size.
      The area of the sign shall not exceed nine square feet per side in size and shall not exceed three feet in any dimension.
   2. Maintenance Standards.
      Signs shall be constructed out of materials able to withstand typical northwest weather. Such materials may be metal, finished wood, chalkboard, whiteboard, or plastic; signs and copy shall be of professional quality. Owners of sandwich board signs shall be required to keep their signs in a legible, intact, and well-maintained manner.
   3. Display Time.
      Signs may only be displayed during business or event hours. If business or event hours continue past daylight hours, precautions should be taken to place the sign in a location where it is readily visible after dark. This shall not be construed to allow the wiring of a sign for lighting.
   4. Location.
      Signs may be located no further than twelve feet from the business, sponsoring establishment, or event location. Such signs shall not be placed in a location which is within the vision triangle or any location which will impede vehicular traffic. Further, such signs shall not be placed in a manner which will block or otherwise obstruct the safe use of sidewalks, building entrances or stairs by pedestrians, including pedestrians who are visually impaired or otherwise handicapped.

Section 24. That there is adopted a new section 17C.240.246 to chapter 17C.240 of the Spokane Municipal Code to read as follows:

Section 17C.240.246 Community Banners

A. Community Banners.
Such signs may be permitted and extend into the public right-of-way by permission of the city administrator or appointed representative. Such signs may only be placed at City-designated locations provided that the banner:
    1. is not commercial advertising but, rather, has as its principal purpose the promotion of a civic event, public service announcement, holiday decoration, or similar community interests;
    2. complies with all applicable codes and officially adopted city policies; and
    3. does not, in the judgment of the street director, present a traffic hazard.

Section 25. That there is adopted a new section 17C.240.247 to chapter 17C.240 of the Spokane Municipal Code to read as follows:

Section 17C.240.247 Electronic Message Center Signs

A. Electronic Message Center Signs.
Electronic message center signs are permitted subject to the limitations in Table 17C.240-4.

Table 17C 240-4 Electronic Message Center Sign Features							
Zoning Category	**Maximum Allowed Sign Size by Zoning Designation: Freestanding/Wall**	**Electronic Message Center Sign Size**	**Hours of Operation**	**Brightness**	**Timing**	**Content**	**Signs Using Video Display Methods Permitted?**
CC4	Wall: 15 sq. ft. Freestanding: 15 sq. ft.	Not Allowed					
All Residential & CA4	Residential Use: 15 sq. ft. Institutional Use: Wall: 50 sq. ft. Freestanding: 50 sq. ft.	Not allowed for residential use. Not greater than 50% of the allowed sign size for institutional uses.	Shall be turned off between the hours of 10 pm and 6 am	[1]	[2][3]	On premises advertising only	No
CC1, CA1 & CA2	Wall: 50 sq. ft. Freestanding: 50 sq. ft.	No greater than 50% maximum total allowable sign area	Not Limited	[1]	[2][3]	On premises advertising only	No
O, OR, NR [4], NMU	Wall: 50 sq. ft. Freestanding: 50 sq. ft.	No greater than 50% maximum total allowable sign area	Not Limited	[1]	[2][3]	On premises advertising only	No
CC2, CB, CA3	Wall: 100 sq. ft. Freestanding: 75 sq. ft.	No greater than 50% maximum total allowable sign area or 48 sq. feet. (the lesser of the two)	Not Limited	[1]	[2][3]	On premises advertising only	No
GC, LI, HI	Wall: 250 sq. ft. Freestanding: 250 sq. ft.	No greater than 50% maximum total allowable sign area or 48 sq. feet. (the lesser of the two)	Not Limited	[1]	[2][3]	On premises advertising only	Yes
DTC, DTG, DTU, DTS [5]	Wall: 250 sq. ft. Freestanding: 250 sq. ft.	Not Allowed					

	Notes: **[1] Brightness:** -Electronic message centers in all zones shall come equipped with an automatic dimming photocell, which automatically adjusts the display's brightness based on ambient light conditions. -The brightness level in all zones shall not increase by more than 0.3 foot candles (or 3.23 lumens per square meter or lux) as measured using a foot candle meter at a pre-set distance. -Brightness measurement process for electronic message centers shall be as follows: a. At least 30 minutes past sunset, use a foot candle meter to record the ambient light reading for the area. This is done while the electronic message center is off or displaying all black copy. b. The reading should be taken with the meter aimed directly at the electronic message center and measured from a distance of 100 feet. c. Turn on the electronic message center to full white copy and take another reading. d. If the difference between the readings is 0.3 foot candles or less, the brightness is properly adjusted. -The owners of such signs shall include a signed letter accompanying their permit application, certifying that they will comply with the prescribed brightness limitations set by this ordinance. **[2] Timing:** Electronic message centers shall display static images for not less than two seconds before transitioning to another static image. Transitions may utilize frame effects but flashing signs are prohibited. **[3] Duration:** An animated sign or any portion of a sign that uses a video display method shall have a minimum duration of two seconds and a maximum duration of five seconds. **[4] NR Zone Limitation:** In the NR Zone, electronic message centers are allowed only on sites that have frontage on a Minor or a Principal Arterial as designated on the Official Arterial Street Map, SMC 12.08.040. **[5] Downtown Zone Prohibition:** Electronic message centers are prohibited in all downtown zones. Existing electronic message center signs are nonconforming signs and are subject to the provisions of SMC 17C.240.280

Section 26. That SMC Section 17C.240.250 is amended to read as follows:

Section 17C.240.250 Off-premises Signs

A. No new off-premises signs may be constructed, on any site.

B. Off-premises signs now in existence in any zone, meeting the requirements of 17C.240.280, are ((~~declared~~)) considered nonconforming uses and may remain, subject to the following restrictions:

1. A nonconforming off-premises sign may not be increased in size or elevation, relocated to another site or to a new location on the same site or expanded, enlarged, or extended in any way, including, but not limited to, the addition of advertising faces or the addition of rotating faces with movable panels designed to create additional advertising, except as provided for in the public works exception below.

2. Public Works Exception.
((An existing)) A legal, non-conforming off-premises sign that is allowed to remain in conformance with ((~~SMC 17C.240.250(B)~~)) this section shall be allowed to be relocated if necessitated for the accomplishment of a governmental public works project. This relocation of these off-premises signs for public works projects shall be subject to the limitations in subsections (a) through (((~~e~~))f) below:

a. No increase in square footage of ((~~outdoor advertising display~~)) off-premises sign copy shall be permitted. These signs shall be replaced at the same size they existed at immediately prior to relocation.

b. No additional ((~~outdoor advertising~~)) sign faces shall be added.

c. No increase in height of the existing ((~~outdoor advertising display~~)) off-premises sign shall be permitted except where needed to provide for minimum height clearance (from the ground to the bottom of the off-premises signs) to comply with roadway safety.

d. The ((~~outdoor advertising display~~)) off-premises sign shall be relocated along the same roadway it was removed from in the geographical vicinity and shall comply with the Scenic Vistas Act of 1971 (chapter 47.42 RCW and chapter 468-66 WAC) if located along a state highway. For purposes of this provision, the term “roadway” shall apply to both directions of a couplet.

e. The off-premise sign shall not be relocated to a site with a Residential, Neighborhood Retail, or Center and Corridor zoning designation including CA zones, or located within an historic district, regardless of the zoning or district of the original sign location.

((~~e.~~))f. The relocation of the ((~~outdoor advertising~~)) off-premises sign shall be subject to all current City of Spokane rules, regulations, and procedures relating to the regulation and control of ((~~off-premises~~)) signs((~~.~~)),excepting size, height, and off premise advertising limitations.

3. A nonconforming off-premises sign may not be structurally altered. Structural alterations mean alterations to, including replacement of, either the off-premises sign face, or the supporting structure. Normal maintenance and repair including painting, cleaning, or replacing damaged parts of the off-premises sign, shall not be considered a structural alteration.

4. Any nonconforming off-premises sign which deteriorates, is damaged or destroyed by fire, explosion, wind, act of nature, failure to maintain or other accidental means may be restored if the cost thereof does not exceed fifty percent of its replacement cost. Off-premises signs damaged in an amount in excess of fifty percent of replacement cost shall be removed.

5. All nonconforming off-premises signs shall be kept in good repair and maintained in a neat, clean, attractive and safe condition. Any work required to repair or maintain an off-premises sign shall be completed promptly so long as the off-premises sign is not structurally altered, and so long as the cost of such repair and/or maintenance does not exceed fifty percent of the cost of replacing the off-premise sign.

Section 27. That SMC Section 17C.240.260 is amended to read as follows:

Section 17C.240.260 Additional Standards for Specific Uses

A. Bed and Breakfast Facilities.
Sites with bed and breakfast facilities must meet the sign regulations for household living.

((~~B. Temporary Activities.~~
~~Permanent signs associated with temporary activities are prohibited. All signs associated with a temporary activity must be removed when the activity ends.~~))

B. Home Occupations.
Sites with home occupations must meet the sign regulations for household living.

Section 28. That SMC Section 17C.240.270 is amended to read as follows:

Section 17C.240.270 Additional Standards in ((~~Overlay Zones~~)) Shoreline Districts

A. General Shoreline Regulations.
   1. In addition to any restrictions and conditions in this chapter, signs in the shoreline jurisdiction are subject to special regulations as set forth in SMC 17C.240.270(A) through SMC 17C.240.270(D). These special regulations address general shoreline sign requirements and those that are specific to shoreline districts as generally represented on the shoreline districts map.

   2. The following regulations apply in all shoreline districts:

      a. No sign may front directly on the watercourse.

      b. No sign may be located on the water side of a street parallel and adjacent to the watercourse or any place where it would impair a vista or visual access to the water.

      c. Off-premises signs, permanent banners and roof signs are not allowed.

d. In the shoreline natural environment or those areas identified under ((~~SMC 17E.060.630~~))SMC 17E.060.020, Natural Land Forms, all signs may be prohibited at the discretion of the director, with exceptions made for wayfinding or interpretative signs giving directions to viewpoints or trails and signs describing special flora, fauna, or historical or cultural features.

e. Directional and interpretive signs accessory to park uses shall be allowed within the shoreline buffer and may not exceed an area of twelve square feet or a height of nine feet.

((~~f. Directional signs may not exceed an area of twelve square feet or a height of nine feet.~~))

f. Pursuant to ((~~SMC 17E.060.290(R)~~)) SMC 17E.060.280(R), required access signs that indicate the public's right of access and hours of access shall be installed and maintained by the property owner and shall not exceed an area of twelve square feet or a height of nine feet.

g. Pre-existing signs are governed by the nonconforming use provisions of SMC 17C.240.280.

B. Upriver District.

1. Signs must be flat against the building or a variation of a flat sign, such as a "V" sign, and may not project more than eighteen inches into a required yard or public right-of-way.

2. No sign may exceed thirty-five feet in height above average grade along the front of the building.

3. Signs are subject to maximum area limitations based on lineal frontage and building size as follows:

   a. One square foot of sign area is allowed for every lineal foot of street frontage, to a maximum sign area of twenty square feet.

   b. On corner lots, additional signs up to one-half square foot in area are permitted for each lineal foot of frontage on the side street, to a maximum of twenty square feet of sign area.

   c. The maximum sign area for a building over two stories is ten percent of the building facade on the principal street, to a maximum of sixty square feet.

4. Signs may be directly, internally, or indirectly illuminated but not animated, flashing, or rotating.

5. The illumination of a sign may not exceed the equivalent of:

a. eight hundred MA fluorescent lamps spaced on twelve-inch centers penetrating a three-sixteenths inch white Plexiglas facing, or
b. sixty MA neon tubing in an individual letter with no more than three tubes per letter.

C. Downtown and Campus Districts.

1. Signs must be flat against the building, or a variation of a flat sign such as a "V" sign, and may not project more than eighteen inches into a required yard or public right-of-way.

2. No sign may exceed thirty-five feet in height above average grade along the front of the building.

3. Signs are subject to maximum area limitations based on lineal frontage and building size as follows:

a. One square foot of sign area is allowed for every lineal foot of street frontage, to a maximum sign area of fifty square feet.

b. Additional signs may be allowed up to one-half square foot in area for each lineal foot of frontage measured along the side street, to a maximum of fifty square feet of sign area.

c. The maximum sign area for a building over two stories is ten percent of the area of the building facade on the principal street, up to a maximum sign area of one hundred fifty square feet.

4. Signs may be directly, internally, or indirectly illuminated but not animated, flashing, or rotating.

5. The illumination of a sign may not exceed the equivalent of:

a. eight hundred MA fluorescent lamps spaced on eight-inch centers penetrating a three-sixteenth inch Plexiglas facing material, or

b. sixty MA neon tubing in an individual letter with no more than four tubes per letter.

D. Great Gorge Park, Downriver, and Latah Creek Districts.

1. No sign may be illuminated, animated, flashing, or rotating.

2. Up to two signs of an area of six square feet or less each may be used to advertise the sale of products raised or grown on the premises.

3. Any Peaceful Valley commercial area is governed by regulations of the Upriver District.

Section 29. That SMC Section 17C.240.280 is amended to read as follows:

Section 17C.240.280 Nonconforming Signs

A. Any sign legally existing prior to August 5, 2009 that does not conform in use, location, height, or size with the regulations of the zone in which such sign is located shall be considered nonconforming and may continue in such status until such time as it is removed by its owner.

B. Regulations that Apply to All Nonconforming Signs.

1. Sign maintenance, sign repair, and changing of permanent sign faces is allowed so long as structural alterations are not made and the sign is not increased in size. In the DTS zone, for existing signs that are sixty feet or more in height, the replacement of the sign cabinet with a sign cabinet of equal or smaller sign area is permitted if the sign height is not more than the existing sign.

2. Permanent signs and sign structures that are moved, replaced, or structurally altered must be brought into conformance with the sign regulations. However, nonconforming signs required to be moved because of public right-of-way improvements may be re-established (See SMC 17C.240.240(((~~C~~)(~~4~~)))D, Removal of Signs, and SMC 17C.240.250(B)(2), Public Works Exception.)

3. Nonconforming temporary signs must be removed.

4. Ownership.
The status of a nonconforming sign is not affected by changes in ownership.

5. Change to a Conforming Sign.
A nonconforming sign may be altered to become conforming or be replaced with a conforming sign by right. Once a sign is altered to conform or is replaced with a conforming sign, the nonconforming rights for that sign are lost and a nonconforming sign may not be re-established. Unless prohibited, proposed changes that are not in conformance are subject to the adjustment process.

6. Loss of Nonconforming Sign Status.
    a. Discontinuance.
    If there is no sign face in place on a sign structure or building wall for six continuous months, the nonconforming rights are lost and a nonconforming sign may not be re-established.

    b. Destruction.
    When a sign or sign structure is removed or intentionally destroyed, replacement signs and sign structures must comply with the current standards. However:

        i. Repair and Maintenance.
        A nonconforming sign or sign structure may be removed temporarily to perform sign maintenance or sign repair. In order to preserve the nonconforming sign status, the person removing the sign must inform the director, in writing, before the sign is removed. If the responsible party fails to inform the director, any re-erected sign will be considered a new sign.

        ii. Unintentional Destruction.
        When a sign or sign structure that has nonconforming elements is damaged or destroyed by fire, explosion, wind, act of nature, or

other accidental means, it may be rebuilt to the same size and height using the same or similar materials, so long as the cost of such repair and/or maintenance does not exceed fifty percent of the cost of replacing the non-conforming sign.

C. Documenting a Nonconforming Sign.
To document legal nonconforming status, the applicant must provide evidence to show that the sign was established prior to the effective date of this chapter or allowed when established, and that the sign has been maintained over time. If the applicant provides standard evidence from the lists below, the director will determine if the evidence is satisfactory.

1. Sign Established Before effective Date of this Chapter.
If the sign was established before the effective date of this chapter, the applicant must provide evidence to show that the sign was established before the effective date of this chapter. Standard evidence that the sign was established before the effective date of this chapter is a:

a. building, zoning, sign, or development permit;

b. date-stamped photograph of the sign at its current location.

2. Sign Maintained Over Time.

The applicant must provide evidence to show that the sign has been maintained over time. Standard evidence that the sign has been maintained over time is:

a. utility bills;

b. sign-specific property or income tax records;

c. business licenses;

d. listings in telephone, business, or Polk directories;

e. advertisements in dated publications;

f. building, sign, land use, or development permits; or

g. records of sign lease agreements;

h. tax returns or schedules.

Section 30. That SMC Section 17C.240.290 entitled “Bonus Allowance for Outstanding Design” is repealed.

Section 31. That SMC Section 17C.240.300 entitled “Construction Provisions and Traffic Engineer Review” is repealed.

Section 32. That there is adopted a new section 17C.240.310 to chapter 17C.240 of the Spokane Municipal Code to read as follows:

Section 17C.240.310 Exceptions

A. Approval Required. An exception may be granted from the strict application of the regulations in this Chapter which apply to: (a) sign placement on a parcel or building frontage; (b) sign area; or (3) sign height, as regulated in this Chapter. An exception may not be granted to allow any prohibited signs or prohibited sign features, as described in Section 17C.240.070, or for any other purpose not listed in this subsection. The exception procedure in this Section does not apply to any street Right-of-Way Use permit or Building permit.

B. Need for Sign Permit, Consolidation of Processing. An application for an exception may be submitted before or concurrent with the associated sign permit application. No sign permit application requiring an exception for issuance will be processed without a sign exception application unless the applicant specifically requests that the application be processed without an exception.

C. Review Procedures. The following steps shall be followed in the processing of sign exception applications:

1. Determination of Complete Application (Section 17G.060.090)
2. Notice of Decision (Section 17G.060.190)
3. Appeals (Section 17G.060.210)

D. Application Requirements. A complete sign exception application shall consist of the following:

1. Application form. A completed sign exception application, including the applicant's name, address, phone number and e-mail address. If the applicant is not the property owner, then the property owner must be identified and the application must include an affidavit from the property owner, verifying that the property owner has given permission to the applicant for the submission of the sign exception application and for the installation/posting of the sign on the property owner's property.

2. Sign Permit Application (all of the materials required by Section 17C.240.080 Sign Permit required). However, the applicant may submit an exception application without a sign permit application as provided in subsection B above.

3. A narrative report which describes the requested exception in detail. The report shall identify all of the sections of this Chapter from which the applicant is requesting the exception, as well as the nature and extent of the exception (in size, area, location on the property, height).

4. The narrative report shall also include the applicant's description of the manner in which the sign exception satisfies all of the exception criteria in subsection E below.

5. Fees. Payment of the appropriate sign exception application fee.

E. Exception Criteria for Approval. Sign exception applications shall be reviewed by the planning director to determine whether all of the following criteria are satisfied. In order to approve any sign exception, the director must make written findings to show that all of the following criteria have been met:

1. The request for an exception is due to unusual conditions pertaining to sign visibility needs for a specific building or lot; and
2. The sign will not create a hazard; and

3. The sign will not violate any state statute or any City Code provision (other than the ones identified in this Chapter relating to signs); and

4. The sign will not negatively affect adjacent property; and

5. The sign will be in keeping with the general character of the surrounding area and the granting of the exception would not result in an alteration of the essential character of the surrounding area; and

6. The proposed exception is consistent with the purposes and intent of the Zoning Code and the purposes of this Chapter; and

7. The exception is consistent with the City's Comprehensive Plan; and

8. The applicant has established that there are practical difficulties in complying with the provision(s) of this Chapter and that the proposed sign is a reasonable use of the property. (Economic considerations alone do not constitute practical difficulties.); and

9. The plight of the applicant is due to circumstances unique to the property, which were not created by the applicant or landowner; and

10. The exception will not permit any sign type or use that is not allowed in the zoning district where the affected land is located, nor will it allow any sign or sign feature prohibited under Section 17C.240.070.

F. First Amendment Exception. Where an applicant can demonstrate that the strict application of the regulations in this Chapter would violate his/her First Amendment rights, the City may grant an exception that does not conform to all of the exception criteria in subsection E above. However, the applicant shall submit an application which provides his/her response to each of the exception criteria in subsection E. The City need not make findings that all of the exception criteria have been satisfied, but if not all criteria have not been satisfied, the exception may only be granted to the extent reasonably necessary to protect the applicant's First Amendment rights. If a First Amendment exception is granted, it shall be treated as an approval of an exception for purposes of this Chapter.

G. Notice of Final Decision. A Notice of Decision incorporating the decision on the exception application shall issue not more than 120 days after issuance of the Determination of Complete Application.

H. Expiration of Exception. If the exception is approved, the sign identified in the exception must be installed within 180 days or the exception will expire. No sign may be erected if there is no sign permit for the sign, or if the exception or the sign permit has expired, even if the applicant has received associated building permits or street Right-of-Way Use permits, and the latter have not expired.

Section 32. Severability Clause. If a section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason, the decision shall not affect the validity of the remaining portions of this Ordinance.

ADOPTED BY THE CITY COUNCIL ON _____.

(Delivered to the Mayor on the _____ day of _____)

_____
Council President

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

_____
Mayor

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 01/22/2018		Date Rec'd	1/3/2018
		Clerk's File #	ORD C35578
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN STUCKART 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 URBAN UTILITY INSTALLATION PROGRAM ORDINANCE		

Agenda Wording

An ordinance relating to Urban Utility Installation Program; amending sections SMC 08.10.230 of the Spokane Municipal Code.

Summary (Background)

The Urban Utility Installation Pilot, created in 2015 was used in partnership with private sector development/investment. Public dollars were invested in ROW improvements of City infrastructure, so the private investor had the infrastructure available to modernize the building-meeting life safety code requirements. The outcome of this private/public venture is more modern properties being better used and better use of City infrastructure.

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

Approvals		Council Notifications	
Dept Head	MCDANIEL, ADAM	**Study Session**	
Division Director		**Other**	Public Works
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	DUNIVANT, TIMOTHY		
Additional Approvals			
Purchasing			
CITY COUNCIL	MCDANIEL, ADAM		

ORDINANCE NO. C35578

An ordinance relating to Urban Utility Installation Program; amending sections SMC 08.10.230 of the Spokane Municipal Code.

Whereas, the Pilot project has shown a benefit to utility rate payers; and

Whereas, the Pilot project demonstrated a better utilization of infrastructure; and

Whereas, the Pilot project has allowed properties to modernize meeting current life safety building and fire code requirements.

Now, therefore, the City of Spokane does ordain:

That SMC section 08.10.230 is amended to read as follows:

Section 08.10.230 ~~Pilot~~ Urban Utility Installation Program((~~ Project~~))

A. ~~Pilot~~ Urban Utility Installation Program((~~ Project~~))

The ((~~There is created a Pilot~~)) Urban Utility Installation Program ((~~Project~~)) and Installation Funding is established to provide funding to the City's utilities departments to mitigate the cost of the installation of new or upgrades to city-owned public utility infrastructures in the city right-of-way which is associated with the redevelopment of existing structures or in-fill development with new structures on properties in the approved Target Investment Areas, ((~~downtown core and in other~~)) Centers and Corridors, as well as Historically Used Commercial Structures, Neighborhood Retail, and Historic Properties targeted for infill development.((~~identified in the Urban Utility Installation Area map.~~))

B. Project Eligibility Criteria
   1. Projects must have a commercial or multi-family use post redevelopment.
   2. Projects must be located in a Target Investment Area and/or in a designated Center & Corridor Zoned area, or be a Historically Used Commercial structure, a Neighborhood Retail Zoned Property, and/or a Historic Property.
   3. The property owners shall submit an application for the Urban Utility Installation funding at the time of their construction permits. The application will collect the necessary project details for evaluation.
   4. Applications will be automatically denied if the installation funding is diminished/exhausted for the submitting calendar year.

5. Applications meeting the Urban Utility Installation Criteria can be eligible for reimbursement of only actual costs associated with water, sewer, and or fire suppression public infrastructure work completed within the City's right-of-way and on a first come first serve basis.
6. Vacant undeveloped properties (no buildings) within qualifying areas can receive a reimbursement of up to a maximum of ten thousand dollars ($10,000).
7. The Rehabilitation of an existing building (occupied or vacant) within qualifying areas can receive reimbursement up to a maximum of twenty five thousand dollars ($25,000).
8. Qualifying water and sewer reimbursement can increase up to a total of forty thousand dollars ($40,000), when other improvements meet additional City Strategic priorities such as Historically Listed Properties, as well as stormwater and/or conservation priorities (meeting this additional criteria will be reviewed case-by-case by a committee of economic development and developer services staff).
9. ((~~The City will coordinate with abutting property owners to install new or upgrade existing public utilities infrastructure located in the city right-of-way. Projects will be evaluated based on objective criteria which includes but is not limited to, the timing and extent of the redevelopment project, project financial resources, increased demand for public utility services, projected utility revenue to the city, and the impact and efficiency of the existing infrastructure. The city administration shall develop criteria consistent with this section for the awarding of project monies which shall be approved by resolution by City Council.~~))
10. ((~~Priorities for funding shall include, but are not limited to, the following:~~
    a. ~~Re-use of buildings (historic preservation),~~
    b. ~~Density & infill mix of housing,~~
    c. ~~Affordable housing within a development,~~
    d. ~~Mix use of commercial and retail, and~~
    e. ~~Increased demand on public utility services.~~

~~C. Urban Utility Installation Area~~

~~The projects to be funded by Pilot Urban Utility Installation Project shall be located in the Urban Utility Installation Area, which is established in the map set forth in Attachment A, which may be amended by the city council to include other centers and corridors targeted for in-fill development.~~))

C. Application Process

The applicant shall submit their application on a form supplied by the Development Services Department at the time of submitting their building permits or prior to submitting the permits.((~~make application~~)) for ((~~project funding to~~))The Urban Utility Installation Program application will be reviewed by the Planning Economic Development Team for completeness and eligibility. ((~~Utilities Department on a form~~

~~supplied by the department.~~)) The application shall include, but not be limited to, information regarding the redevelopment, project location, parcel numbers, address, and property owner contact.((~~project financial funding and any other relevant financial information requested by the planning and development department director~~.)) The information required on the application and provided by the applicant shall demonstrate how the project satisfies the project eligibility criteria set forth in this section and ~~the~~ any applicable administrative policies. Applicants will receive notice of their application's approval or denial within 30 business days.

D. Initiation and Completion of Projects

Once a project is approved, the applicant can proceed with the water, sewer, and or fire suppression city right-of-way upgrades. Following the work the applicant will submit a detailed accounting and receipts of the work performed in order to recover ~~for~~ reimbursements of allowable costs that satisfy the project eligibility criteria set forth in this section and the administrative policies.((~~ City shall determine when to initiate and complete projects for the installation of new or upgrades to existing city-owned public utility infrastructures in the city right-of-way.~~))

Funding for the Urban Utility Installation Program for qualifying ((~~specific~~))projects shall be allocated from ((~~to~~)) the applicable Utility Operating Expenditure ((~~utilities department~~))pursuant to the City's existing financial transfer procedures.

E. Funding

1. Increases in utility revenue associated with the installation of new or upgrades to existing public utility infrastructures installed pursuant to this section, including utility hook-up fees and charges shall be allocated to the ~~Pilot~~ Urban Utility Installation Program((~~Project~~)).
2. Individual Urban Utility Installation reimbursements((~~project funding~~)) shall not exceed forty thousand dollars ($40,000), as defined herein.
3. ((~~As an incentive a pilot program,~~))The amount of utility revenue generated as a result of this program will be evaluated annually ((~~over the course of five years~~))to determine the success of the Urban Utility Installation Program. ((~~Project~~.)) The Urban Utility Installation Program will sunset after ten ((~~five~~))years and must be renewed at that time.

F. Administrative Policy.

The city administration shall develop policies and procedures to implement the provisions of this section, which shall be approved by resolution of the city council. Such policies and procedures must be consistent with and shall not conflict with the provisions of this section. The policies and procedures may include provisions developing the criteria necessary to award project funding.

G. The city administration shall update the city council annually on the ((~~at least twice a year on the Pilot~~))Urban Utility Installation((~~ Project~~)) Program including the number of applications, the status of approved and completed projects and the amount of increased property taxes, utility revenue and utility tax benefit.

PASSED BY THE CITY COUNCIL ON _____, 2017.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Briefing Paper

Division & Department:	Neighborhood and Business Services
Subject:	Lease Contract for Bigbelly waste receptacle network
Date:	26 December 2017
Contact (email & phone):	areynolds@spokanecity.org, 625-6147
City Council Sponsor:	Councilmember Lori Kinnear
Executive Sponsor:	Jonathan Mallahan
Committee(s) Impacted:	PIES
Type of Agenda item:	☐ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	N/A
Outcome: (deliverables, delivery duties, milestones to meet)	

Background/History: This is a 5 year lease contract with Bigbelly Inc. to provide cloud networked, waste collection receptacles. Bigbelly Inc. was the winning respondent to the RFP, #4417-17, which was issued November 1st, 2017. The project will create a more efficient collection system, reducing trash stations, increasing recycling stations, reduce windblown litter, and brings a coordinated aesthetic to downtown sidewalk waste collection receptacles.

Executive Summary:

- *There will be a 42% reduction of trash receptacles on downtown core sidewalks*
- *There will be a an increase from zero utilized recycling stations, to 22*
- *Recycling diversion could be as much as of 65,000 gallons in 6 months*
- *DSP will recoup .86 FTE, which will be reconstituted into more downtown services for members*
- *Similarly sized networks have reduced downtown litter as much as 64%*
- *Average trash receptacle capacity will increase 85%*
- *Total system capacity will be increased from 1,925 gallons to 7,850 gallons*
- *System collection will be absorbed in the Solid Waste Collections department's existing capacity*
- *Network siting for potential locations was determined in cooperation with DSP staff/clean team, as well as numerous surveys conducted during a clean team shift*

Budget Impact:

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

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

If new, specify funding source: Solid Waste Collections

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

Operations Impact:

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

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

Specify changes required: Absorbtion of collections by Solid Waste Collections

Known challenges/barriers: