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, SEPTEMBER 9, 2019

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

COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for September 9, 2019:

User Name: **COS Guest**
Password: **CXn9K84j**

Please note the space in user name.
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)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Purchase of exercise equipment from Spokane Exercise (Spokane, WA) and Better Body Fitness (Spokane, WA) for exercise equipment—$6,551.86 (incl. tax). **Amy Black**	**Approve**	**OPR 2019-0681 RFQ 5111-19**
2. Value Blanket Orders with Eljay Oil Co., Inc. for:	**Approve All**	
a. Chevron Lubrication Products and miscellaneous associated items, as needed, from October 1, 2019, through September 30, 2022—Estimated Annual Cost $55,000.		**OPR 2019-0682 ITB 5078-19**
b. Ultra Low Sulfur #2 Dyed Diesel and Supporting Equipment from October 1, 2019, through September 30, 2022—Estimated Annual Cost $50,000. **Chris Averyt**		**OPR 2019-0683 ITB 5076-19**
3. Value Blanket Order with American AVK Company (Minden, NV) for gate valves—$200,000 (incl. tax). **Dan Kegley**	**Approve**	**OPR 2019-0684 BID 5151-19**

4.	**Contract Extension with Dick Irvin, Inc., (Shelby, MT) for coordination, transportation and offloading of bulk lime for the Waste to Energy plant from October 1, 2019 through November 30, 2019—$50,000.** **Chris Averyt**	**Approve**	**OPR 2015-0093 RFP 4079-14**
5.	**Low Bid of Clearwater Construction and Management (Spokane, WA) for the Triangle Truss Bridge Deck replacement—$266,533. An administrative reserve of $26,653.30, which is 10%of the contract price will be set aside. Total Contract Amount: $293,186.30. (Riverside Neighborhood)** **Dan Buller**	**Approve**	**OPR 2019-0685 ENG 2017200**
6.	**Recommendation to list the Zent-Kimmel House, 934 W. 14th Avenue, on the Spokane Register of Historic Places.** **Megan Duvall**	**Approve & Authorize Agreement**	**OPR 2019-0686**
7.	**Grant Agreements with the Washington State Department of Ecology for:**	**Approve All**	
	a. CSO Basin 34 WSDOT Stormwater Mitigation (Grant No. WQC-2016-Spokan-00012)—$250,000.		**OPR 2019-0687 ENG 2018052**
	b. Cochran Basin Infiltration Ponds (Grant No. WQC-2017-Spokan-00016)—$2,512,500.		**OPR 2019-0688 ENG 2018058**
	c. Monroe Street Stormwater Improvements (Grant No. WQC-2018-Spokan-00190)—$1,751,750.		**OPR 2019-0689 ENG 2017178**
	d. TJ Meenach Water Quality Improvements (Grant Agreement No. WQC-2019-Spokan-00148)—$4,159,615.		**OPR 2019-0690 ENG 2018059**
	e. CSO Basin 22 and Adjacent MS4 Separation (Grant Agreement No. WQC-2019-Spokan-00154)—$840,385.		**OPR 2019-0691 ENG 2018111**
	f. TJ Meenach Stormwater Levy Project (Grant Agreement No. WQSWPC-2016-Spokan-00010)—80,000. **Mark Papich**		**OPR 2019-0692 ENG 2018059**
8.	**Construction Agreement with Washington State Department of Transportation for the construction of a replacement water line on the new Trent Avenue Bridge—$255,680.74.** **Louis Meuler**	**Approve**	**OPR 2019-0693**
9.	**Contract with Halme Construction, Inc. (Spokane, WA) sole responsive bidder for the Clark Lift Station Bypass and Maintenance of the lift station—$675,941.46 (excl. tax). An administrative reserve of $67,594.15, which is**	**Approve**	**OPR 2019-0694 BID 5134-19**

10% of the contract price will be set aside. Total Contract Amount: $743,535.61.

Christ Peterschmidt

10.	**Multiple Family Housing Property Tax Exemption Agreements with:**	**Approve All**	
	a. D&G Holdings, LLC for four new multi-family housing units located at 2001 W. 7th Avenue, Parcel Number 25244.4809.		**OPR 2019-0695**
	b. Pence Properties North for seven new multi-family housing units located at 6030 N. Astor Street, Parcel Number 36322.1417.		**OPR 2019-0696**
	c. The Perry Group, LLC for 32 new multi-family housing units located at 731 S. Garfield Street, Parcel Number 35204.0543.Tax exemption would not apply to existing units nor existing commercial space.		**OPR 2019-0697**

Ali Brast

11.	**Contract with Kershaws Inc. (Spokane, WA) for an Office Supply Delivery Service for all City Departments through September, 2024—Estimated Annual Expenditure: $250,000.**	**Approve**	**OPR 2019-0698 RFP 5117-19**

Thea Prince

12.	**Contract with Advanced Radon Installation Technologies, Inc. (Spokane, WA) for Installation of a Radon Mitigation System at City Hall—$64,225.**	**Approve**	**OPR 2019-0699**

Curtis Harris

13.	**Report of the Mayor of pending:**	**Approve & Authorize Payments**	**CPR 2019-0002**
	a. Claims and payments of previously approved obligations, including those of Parks and Library, through August 30, 2019, total $27,501,973.12, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $22,468,451.04.		
	b. Payroll claims of previously approved obligations through August 24, 2019: $7,171,805.12.		**CPR 2019-0003**
14.	**City Council Meeting Minutes: August 19, and August 22, 2019.**	**Approve All**	**CPR 2019-0013**

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.

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)

OPEN 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.E).

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2019-0069 Approving a development agreement between the City of Spokane and Greenstone Corporation for payment for Public Improvements made during the development of the area of 29th Avenue and Sunset Boulevard.
Tami Palmquist

Resolutions 2019-0070 – 0072 setting hearings before the City Council for October 7, 2019, for the vacations of:

RES 2019-0070 A portion of unused right-of-ways southeast of the intersection of Cedar Road and Cheney-Spokane Road, as requested by Molly Kingston.
Eldon Brown

RES 2019-0071 Alameda Court east of Center Court except the west 100 feet, as requested by Community Frameworks.
Eldon Brown

RES 2019-0072 Cataldo Avenue and a portion of Dean Avenue between Washington and Howard Streets, as requested by Spokane Public Facilities District.
Eldon Brown

RES 2019-0073 Supporting traffic signal prioritization for Spokane Transit Authority buses on high-performance transit routes.
Council Member Kinnear

ORD C35791 Vacating the alley between 3rd Avenue and I-90 from Cedar to Adams and the west 20 feet of Adams between 3rd and I-90. (First Reading held July 1, 2019.)
Eldon Brown

Request motion to defer the following item (ORD C35807) to September 16, 2019, Agenda:

ORD C35807 Relating to historic preservation procedures; amending SMC sections 17D.100.040, 17D.100.080, 17D.100.100, 17D.100.200, 17D.100.210, 17G.050.310, and 17G.060.070, adopting new SMC sections 17D.100.025, 17D.100.215, and 17D.100.330 and repealing SMC 11.19.270.
Megan Duvall

FIRST READING ORDINANCES

/

ORD C35810 **Relating to the adoption of the Browne's Addition Local Historic District Overlay Zone and Design Standards and Guidelines; adopting a new SMC section 17D.100.280. (Note: Final Reading to be held September 23, 2019.)**

Megan Duvall

ORD C35811 **Relating to transportation impact fees and amending SMC 17D.075.020 Definitions, 17D.075.040 Assessment of Impact Fees, 17D.075.070 Credits, 17D.075.100 Establishment of Impact Fee Account, 17D.075.110 Refunds, 17D.075.140 Review, 17D.075.180 Impact Fee Schedule, 17D.075.190 Service Area Map, 17D.075.200 Trip Rates, Pass-By Trips, and Trip Length Adjustment Factors, and 17D.075.210 Impact Fee Project list.**

Council President Stuckart

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for September 9, 2019

(per Council Rule 2.1.2)

OPEN 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.E).

ADJOURNMENT

The September 9, 2019, Regular Legislative Session of the City Council is adjourned to September 16, 2019. The September 16, 2019, 3:30 p.m. Briefing Session will be held in City Council Chambers. The September 16, 2019, 6:00 p.m. Legislative Session will be a Town Hall meeting at Northeast Community Center.

NOTES

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/22/2019
		Clerk's File #	OPR 2019-0681
		Renews #	
Submitting Dept	HUMAN RESOURCES	Cross Ref #	
Contact Name/Phone	AMY BLACK 625-6526	Project #	
Contact E-Mail	ABLACK@SPOKANECITY.ORG	Bid #	5111-19
Agenda Item Type	Purchase w/o Contract	Requisition #	VISA
Agenda Item Name	4310 - EXERCISE EQUIPMENT		

Agenda Wording

Purchase of exercise equipment from Spokane Exercise (Spokane, WA) and Better Body Fitness (Spokane, WA) for $6,551.86 including tax.

Summary (Background)

RFQ #5111-19 was posted on the City's electronic bidding portal on 6/27/19 for exercise equipment to be used by Wastewater Maintenance. Two responses were received by the closing deadline on 7/9/19. Split award is recommended to Spokane Exercise ($3,665.57) and Better Body Fitness ($2,886.29) in accordance with low quote. Purchases of exercise equipment made by Fleet and Wastewater Treatment earlier this year total $48,319.98, putting this purchase over Council threshold. Purchasing is

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Expense	$ 6,551.86	# 4310-43117-35148-53502-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	KEGLEY, DANIEL	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 8/26/2019
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing	PRINCE, THEA		

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

currently working with City Safety to establish a citywide value blanket for future purchases of these products.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Public Works; 4310 Wastewater Maintenance
Subject:	Exercise Equipment
Date:	26 August 2019
Author (email & phone):	Raylene Gennett, rgennett@spokanecity.org, x7909
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
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)	Funding for this purchase is available in the Wastewater Maintenance budget.
Strategic Initiative:	Safe & Healthy
Deadline:	Pricing for these products is currently guaranteed through September 9, 2019.
Outcome: (deliverables, delivery duties, milestones to meet)	This purchase will support a safe and active working environment for all department employees.

Background/History: *Request for Quotes #5111-19 was posted on the City's electronic bidding portal on June 27, 2019 to support procurement of exercise equipment for the Wastewater Maintenance department. Two responses were received by the closing deadline on July 9, 2019. Split award is recommended to Better Body Fitness and Spokane Exercise in accordance with low quote for a total purchase of $9,219.91. Some equipment will be re-competed for purchase in 2020 to ensure defined specifications deliver safe and quality product; additional purchases are estimated not to exceed $8,000.00.*

Purchases of exercise equipment made by the Fleet and Wastewater Treatment Facilities earlier this year total $48,319.98, meaning this purchase puts total citywide expenditure over Council threshold. Purchasing is currently awaiting specifications from City Safety to establish a citywide value blanket for these products.

Executive Summary:

- *Award Recommended to Spokane Exercise (Spokane, WA) for $6,333.62 including tax*
- *Award Recommended to Better Body Fitness (Spokane, WA) for $2,886.29 including tax*
- *Total Purchase: $9,219.91 including tax*
- *Purchase competed on RFQ #5111-19*

Budget Impact:

Approved in current year budget? ☑ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ☑ No
If new, specify funding source: ---
Other budget impacts: ---

Operations Impact:

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

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/13/2019
		Clerk's File #	OPR 2019-0682
		Renews #	
Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6878	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	ITB 5078-19
Agenda Item Type	Purchase w/o Contract	Requisition #	VB
Agenda Item Name	4490-VALUE BLANKET FOR THE PURCHASE OF LUBRICATION PRODUCTS AT		

Agenda Wording

Value Blanket with Eljay Oil, Co. Inc., for the purchase of Chevron Lubrication Products and Miscellaneous Associated Items As Needed which will run from October 1, 2019 through September 30, 2022 with an annual cost of $55,000.00.

Summary (Background)

The WTE Facility uses specific and unique lube products on its various equipment. On July 15, 2019, bids for IBT 5078-19 were received for these products and Eljay Oil was determined to be the lowest cost bidder. The value blanket for this will be for three (3) years with the option of two (2) additional one-year extensions. It will begin on October 1, 2019 spanning thru September 30, 2022 with an annual cost of $55,000.00 and a total amount of $165,000.00 for the three year term.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 55,000.00 2019-2020	# 4490-44100-37148-53302
Expense	$ 55,000.00 2020-2021	# 4490-44100-37148-53302
Expense	$ 55,000.00 2021-2022	# 4490-44100-37148-53302
Select	$	#

Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	**Study Session**	PIES 8/26
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	SCHOEDEL, ELIZABETH	mdorgan@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	rrinderle@spokanecity.org	

Briefing Paper
Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket with Eljay Oil for Lubrication Products at the WTE Facility
Date:	August 26, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability 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)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the Value Blanket Renewal with Eljay Oil for lubrication products to allow for uninterrupted operation of the WTE Facility

Background/History:

The WTE Facility uses specific and unique lube products on its various equipment. On July 15, 2019, bids for IBT 5078-19 were received for these Lube Products and Miscellaneous Associated items and Eljay Oil was determined to be the lowest cost bidder.

The value blanket for this will be for three (3) years with the option of two (2) additional one-year extensions. It will begin on October 1, 2019 spanning thru September 30, 2022 with an annual cost of $55,000.00 and a total amount of $165,000.00 for the three (3) year term.

Executive Summary:

- Value Blanket with Eljay Oil Co. Inc. for Lube Products and Miscellaneous Associated Items at the WTE Facility.
- Estimated annual spend of approximately $55,000.00.
- Initial term of the Value Blanket from October 1, 2019 through September 30, 2022 at a total cost of $165,000.00.
- Two (2) additional one-year extensions/renewals allowed.

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:

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/13/2019
		Clerk's File #	OPR 2019-0683
		Renews #	
Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	ITB 5076-19
Agenda Item Type	Purchase w/o Contract	Requisition #	VB
Agenda Item Name	4490-VALUE BLANKET FOR THE PURCHASE OF DIESEL AT THE WTE		

Agenda Wording

Value Blanket with Eljay Oil Co., Inc. for the purchase of Ultra Low Sulfur #2 Dyed Diesel and Supporting Equipment which will span from October 1, 2019 through September 30, 2022 with an annual cost of $50,000.00.

Summary (Background)

Ultra-Low Sulfur #2 Dyed Diesel is required for the operation of the WTE Facility. July 31, 2019 bids for ITB 5076-19 were received for the purchase of this diesel and Eljay Oil Co. Inc., was determined to be the lowest cost bidder. The value blanket will be for three (3) years with the option of two (2) additional one-year extensions. It will begin on October 1, 2019 spanning thru September 30, 2022 with an annual cost of $50,000.00 and a total amount of $150,000.00 for the three (3) years.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 50,000.00 2019-2020	# 4490-44100-37148-53303
Expense	$ 50,000.00 2020-2021	# 4490-44100-37148-53303
Expense	$ 50,000.00 2021-2022	# 4490-44100-37148-53303
Select	$	#

Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	**Study Session**	PIES 8/26
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	SCHOEDEL, ELIZABETH	mdorgan@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	rrinderle@spokanecity.org	

Briefing Paper
Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket with Eljay Oil Co. Inc., for the purchase of Ultra Low Sulfur #2 Dyed Diesel and supporting equipment.
Date:	August 26, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability 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)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the Value Blanket Renewal with Eljay Oil for purchase of diesel to allow for uninterrupted operation of the WTE Facility

Background/History:

Ultra-Low Sulfur #2 Dyed Diesel is required for the operation of the WTE Facility. July 31, 2019 bids for ITB 5076-19 were received for the purchase of this diesel and Eljay Oil Co. Inc., was determined to be the lowest cost bidder.

The value blanket for this will be for three (3) years with the option of two (2) additional one-year extensions. It will begin on October 1, 2019 spanning thru September 30, 2022 with an annual cost of $50,000.00 and a total amount of $150,000.00 for the three (3) year term.

Executive Summary:

- Value Blanket with Eljay Oil Co. Inc. for Ultra-Low Sulfur #2 Dyed Diesel and support equipment at the WTE Facility.
- Estimated annual spend of approximately $50,000.00.
- Initial term of the Value Blanket from October 1, 2019 through September 30, 2022 for a total cost of $150,000.00.
- Two (2) additional one-year extensions/renewals allowed.
- During each scheduled maintenance outage, vendor provides a 500 gallon double-lined tank and an electric pump, and refuels the 500 gallon double-line tank and a 250 gallon air compressor.
- Vendor must be able to meet outage refueling/top off schedules that could be: every 8 hours around the clock, twice a day, or even once a day.

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:	

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/22/2019
		Clerk's File #	OPR 2019-0684
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	DAN KEGLEY 625-7821	Project #	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	Bid #	5151-19
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4100 - GATE VALVES - ANNUAL VALUE BLANKET		

Agenda Wording

Award of an annual value blanket order for gate valves to American AVK Company(Minden, NV) valued at $200,000.00 including tax.

Summary (Background)

Request for Quotes #5151-19 was posted on the City's electronic bidding portal on 8/15/2019 to support an annual value blanket order for gate valves to be used by Water & Hydroelectric Services. Five responses were received by project closing on 8/23/2019. Award is recommended to American AVK Company as the low responsive, responsible bidder. This value blanket may be renewed annually up to a total term of five years at mutual agreement.

Fiscal Impact	Grant related? NO / Public Works? NO	Budget Account
Expense	$ 200,000.00	# 4100-42440-94000-56595-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	KEGLEY, DANIEL	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 8/26/2019
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	DALTON, PAT	sjohnson@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing	PRINCE, THEA		

Briefing Paper

Public Infrastructure, Environment, & Sustainability Committee

Division & Department:	Public Works; 4100 Water & Hydroelectric Services
Subject:	Gate Valves – Annual Value Blanket
Date:	26 August 2019
Author (email & phone):	Dan Kegley, dkegley@spokanecity.org, x7821
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
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)	Funding for this agreement is available in the Water & Hydroelectric Services budget.
Strategic Initiative:	Innovative Infrastructure
Deadline:	Product to replenish department inventory is needed in September 2019.
Outcome: (deliverables, delivery duties, milestones to meet)	This agreement will support competitive procurement of gate valve inventory in accordance with department projects for at least one year.

Background/History: *Request for Quotes #5151-19 was posted on the City's electronic bidding portal on August 15, 2019 to support procurement of gate valves on an annual value blanket for the Water & Hydroelectric Services department. This project will close to bidding on August 23, 2019. Award will be recommended to low responsive, responsible bidder. This order will be awarded for an initial one year term, with annual renewal options at mutual consent not to exceed a total of five years.*

The annual value of this order is estimated not to exceed $200,000.00 including tax.

Executive Summary:

- *Award to be recommended to the low responsive, responsible bidder*
- *Total Annual Estimate: $200,000.00 including tax*
- *Purchase competed on RFQ #5151-19*

Budget Impact:

Approved in current year budget? ☑ Yes ☐ No
Annual/Reoccurring expenditure? ☑ Yes ☐ No
If new, specify funding source: ---
Other budget impacts: ---

Operations Impact:

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

CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES
914 E. North Foothills Drive
Spokane, Washington 99207
PHONE: 509.625.7800

QUOTE TABULATION

Quote Number	5151-19
Description	Gate Valves - Annual Value Blanket

	American AVK	Consolidated Supply	Core & Main	Ferguson Waterworks	HD Fowler Co.
City #V1236-03, Gate Valve, CI FL x FL OSY Wheel Top, 3", Qty. 2	$ 747.60	$ 718.70	$ 632.46	$ 706.00	$ 571.76
City #V1236-04, Gate Valve, CI FL x FL OSY Wheel Top, 4", Qty. 18	$ 7,696.08	$ 7,837.38	$ 6,492.42	$ 7,686.00	$ 5,870.70
City #V1236-06, Gate Valve, CI FL x FL OSY Wheel Top, 6", Qty. 5	$ 2,776.20	$ 2,674.45	$ 2,627.15	$ 2,625.00	$ 2,376.15
City #V1236-08, Gate Valve, CI FL x FL OSY Wheel Top, 8", Qty. 5	$ 4,240.60	$ 4,317.95	$ 4,304.80	$ 4,240.00	$ 3,892.70
City #V1236-10, Gate Valve, CI FL x FL OSY Wheel Top, 10", Qty. 2	$ 2,492.56	$ 2,401.44	$ 2,817.40	$ 2,356.00	$ 2,547.54
City #V1243-04, Gate Valve, MJ x MJ (Sq. Op. Nut) 4", Qty. 14	$ 4,590.32	$ 5,305.86	$ 5,175.94	$ 5,208.00	$ 5,896.80
City #V1243-06, Gate Valve, MJ x MJ (Sq. Op. Nut) 6", Qty. 100	$ 41,860.00	$ 48,389.00	$ 47,156.00	$ 47,500.00	$ 53,748.00
City #V1243-08, Gate Valve, MJ x MJ (Sq. Op. Nut) 8", Qty. 12	$ 7,993.44	$ 9,240.84	$ 9,012.48	$ 9,060.00	$ 10,272.96
City #V1243-10, Gate Valve, MJ x MJ (Sq. Op. Nut) 10", Qty. 1	$ 1,038.52	$ 1,200.43	$ 1,171.02	$ 1,178.00	$ 1,334.88

City #V1243-12, Gate Valve, MJ x MJ (Sq. Op. Nut) 12", Qty. 10	$ 13,140.40	$ 15,190.00	$ 14,817.60	$ 14,920.00	$ 16,891.20
City #V1244-04, Gate Valve, FL x MJ (Sq. Op. Nut) 4", Qty. 18	$ 5,639.76	$ 6,519.24	$ 6,349.50	$ 6,390.00	$ 7,238.16
City #V1244-06, Gate Valve, FL x MJ (Sq. Op. Nut) 6", Qty. 18	$ 7,534.80	$ 8,710.02	$ 8,488.08	$ 8,550.00	$ 9,674.64
City #V1244-08, Gate Valve, FL x MJ (Sq. Op. Nut) 8", Qty. 5	$ 3,269.00	$ 3,779.15	$ 3,684.40	$ 3,710.00	$ 4,199.40
City #V1244-10, Gate Valve, FL x MJ (Sq. Op. Nut) 10", Qty. 2	$ 2,077.04	$ 2,400.86	$ 2,342.04	$ 2,358.00	$ 2,669.76
City #V1244-12, Gate Valve, FL x MJ (Sq. Op. Nut) 12", Qty. 2	$ 2,508.24	$ 2,899.86	$ 2,827.58	$ 2,846.00	$ 3,223.44
City #V1246-04, Gate Valve, FL x FL (Sq. Op. Nut) 4", Qty. 1	$ 325.08	$ 375.54	$ 366.32	$ 368.00	$ 417.60
City #V1246-06, Gate Valve, FL x FL (Sq. Op. Nut) 6", Qty. 1	$ 434.28	$ 502.14	$ 489.69	$ 493.00	$ 558.00
City #V1246-08, Gate Valve, FL x FL (Sq. Op. Nut) 8", Qty. 1	$ 679.00	$ 784.75	$ 762.08	$ 770.00	$ 872.28
City #V1246-10, Gate Valve, FL x FL (Sq. Op. Nut) 10", Qty. 1	$ 1,078.28	$ 1,246.62	$ 1,216.04	$ 1,224.00	$ 1,386.00
City #V1246-12, Gate Valve, FL x FL (Sq. Op. Nut) 12", Qty. 1	$ 1,302.28	$ 1,505.61	$ 1,468.18	$ 1,478.00	$ 1,673.64
City #V1243-04 (D), Gate Valve, MJ x MJ (Sq. Op. Nut) 4" - Domestic, Qty. 1	$ 327.88	$ 414.96	$ 369.71	$ 407.00	$ 421.20
City #V1243-06 (D), Gate Valve, MJ x MJ (Sq. Op. Nut) 6" - Domestic, Qty. 1	$ 418.60	$ 540.41	$ 471.56	$ 530.00	$ 537.48
City #V1243-08 (D), Gate Valve, MJ x MJ (Sq. Op. Nut) 8" - Domestic, Qty. 1	$ 666.12	$ 829.68	$ 751.04	$ 814.00	$ 856.08
City #V1243-10 (D), Gate Valve, MJ x MJ (Sq. Op. Nut) 10" - Domestic, Qty. 1	$ 1,038.52	$ 1,276.49	$ 1,171.02	$ 1,253.00	$ 1,334.88
City #V1243-12 (D), Gate Valve, MJ x MJ (Sq. Op. Nut) 12" - Domestic, Qty. 1	$ 1,314.04	$ 1,669.04	$ 1,481.76	$ 1,638.00	$ 1,689.12
City #V1244-04 (D), Gate Valve, FL x MJ (Sq. Op. Nut) 4" - Domestic, Qty. 1	$ 313.32	$ 398.13	$ 352.75	$ 391.00	$ 402.12

City #V1244-06 (D), Gate Valve, FL x MJ (Sq. Op. Nut) 6" - Domestic, Qty. 1	$ 418.60	$ 540.41	$ 471.56	$ 530.00	$ 537.48
City #V1244-08 (D), Gate Valve, FL x MJ (Sq. Op. Nut) 8" - Domestic, Qty. 1	$ 653.80	$ 815.44	$ 736.88	$ 801.00	$ 839.88
City #V1244-10 (D), Gate Valve, FL x MJ (Sq. Op. Nut) 10" - Domestic, Qty. 1	$ 1,038.52	$ 1,276.49	$ 1,171.02	$ 1,253.00	$ 1,334.88
City #V1244-12 (D), Gate Valve, FL x MJ (Sq. Op. Nut) 12" - Domestic, Qty. 1	$ 1,254.12	$ 1,599.98	$ 1,413.79	$ 1,571.00	$ 1,611.72
Subtotal	$ 118,867.00	$ 135,360.87	$ 130,592.27	$ 132,854.00	$ 144,880.45
Sales Tax (8.9%)	$ 10,579.16	$ 12,047.12	$ 11,622.71	$ 11,824.01	$ 12,894.36
Quote Total	**$ 129,446.16**	**$ 147,407.99**	**$ 142,214.98**	**$ 144,678.01**	**$ 157,774.81**

Lead Time (Business Days ARO)	10	30	28	30	6+ Weeks
Valve Brand	American AVK	American	Mueller	AFC	M&H

PLEASE NOTE THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.
CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE QUOTE MEETING SPECIFICATIONS.

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/13/2019
		Clerk's File #	OPR 2015-0093
		Renews #	
Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	RFP 4079-14
Agenda Item Type	Contract Item	Requisition #	CR 20826
Agenda Item Name	4490-CONTRACT FOR TRANSPORTATION AND OFFLOADING OF LIME AT WTE		

Agenda Wording

Extension of contract with Dick Irvin, Inc., of Shelby, MT for coordination, transportation and offloading of bulk lime for use at the WTE. Total cost of contract extension is $50,000.00 and run from October 1, 2019 through November 30, 2019.

Summary (Background)

RFP 4079-14 for coordination, transportation and off-loading of bulk lime at the WTE Facility was issued, and Dick Irvin, Inc., was the only respondent. The initial contract was for one year with the option of four (4) additional one-year renewals. The last renewal of the contract expires on September 30, 2019. Currently, these services are out for bid. In order to ensure uninterrupted service, the contract will need to be extended through November with an additional cost of $50,000.00.

Fiscal Impact	Grant related? NO	Budget Account
	Public Works? NO	
Expense	$ 50,000.00	# 4490-44100-37148-54201
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	**Study Session**	PIES 8/26
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	SCHOEDEL, ELIZABETH	mdorgan@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	rrinderle@spokanecity.org	

Briefing Paper
Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Contract Extension with Cost for Lime Delivery to the WTE.
Date:	August 26, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org, 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director of Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability 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)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract extension with Dick Irvin Inc., for delivery of lime to the facility, without which the facility would fail to meet its permit enforced emissions standards.

Background/History:

The WTE Facility utilizes lime in its emission controls process to meet its emission standards under its operating permits. Failure to have lime on-site when needed would result in a plant shutdown.

A request for proposals #4079-14 for coordination, transportation and off-loading of bulk lime at the WTE Facility was issued, and Dick Irvin, Inc., of Shelby Montana was the only respondent. The initial contract was for one year with the option of four (4) additional one-year renewals/extensions. The last renewal of the contract expires on September 30, 2019. Currently, these services are out for bid as a combined service with the purchase of lime. In order to ensure uninterrupted service, in the event the new contract is not secured prior to the expiration of the current lime delivery contract, the contract will need to be extended through November 30, 2019 with an additional cost of $50,000.00.

Executive Summary:

- Contract extension with Dick Irvin, Inc. for bulk lime delivery services, which is required for the emissions control systems at the WTE Facility.
- Current contract expires September 30, 2019.
- An additional two months is needed to ensure uninterrupted service while a new RFB is issued for these services and new contracts are put in place.
- The contract will need extended through November 30, 2019 for an additional cost of $50,000.00.

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.)	
<u>Operations Impact:</u>	
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:	

City Clerk's No. OPR 2015-0093

City of Spokane

CONTRACT EXTENSION WITH COST

Title: **TRANSPORTATION AND OFF-LOADING OF BULK LIME AT THE WASTE TO ENERGY FACILITY**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **DICK IRVIN, INC.**, whose address is 475 Wilson Avenue, P.O. Box 950, Shelby, Montana 59474, as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide for the City TRANSPORTATION AND OFF-LOADING OF BULK LIME AT THE WASTE TO ENERGY FACILITY; and

WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.
The Contract, dated December 8, 2014, and March 4, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Extension shall become effective on October 1, 2019.

3. EXTENSION.
The contract documents are hereby extended and shall run through November 30, 2019.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)** for everything furnished and done under this Contract Extension.

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

DICK IRVIN, 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:

_____
Assistant City Attorney

19-127

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/20/2019
		Clerk's File #	OPR 2019-0685
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2017200
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370 - LOW BID AWARD - CLEARWATER CONSTRUCTION MANAGEMENT		

Agenda Wording

Low Bid of Clearwater Construction & Management of Spokane, WA for the Triangle Truss Bridge Deck Replacement in the amount of $266,533.00. An administrative reserve of $26,653.30, which is 10% of the contract price, will be set aside. (Riverside

Summary (Background)

On August 19, 2019 bids were opened for the above project. The low bid was from Clearwater Construction & Management in the amount of $266,533.00, which is $7,882.00 or 3% over the Engineer's Estimate; two other bids were received as follows: Wesslen Construction, Inc. - $291,601.15; and Western States Construction, Inc.- Non Responsive.

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ 266,533.00	# 3200-95850-95300-56505-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org	
Additional Approvals		kgoodman@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		aduffey@spokanecity.org	

Briefing Paper
Urban Experience

Division & Department:	Public Works, Engineering
Subject:	Triangle Truss Bridge – Riverfront Park
Date:	9-9-19
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
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)	This project is discussed in Fast Forward Spokane Downtown Plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract

Background/History:

- This project is one of three wood deck bridges in Riverfront Park which date from Expo 74.
- The project is located just south of the former Inn at the Park, now the Centennial Hotel, in the northeast corner of Riverfront Park.

Executive Summary:

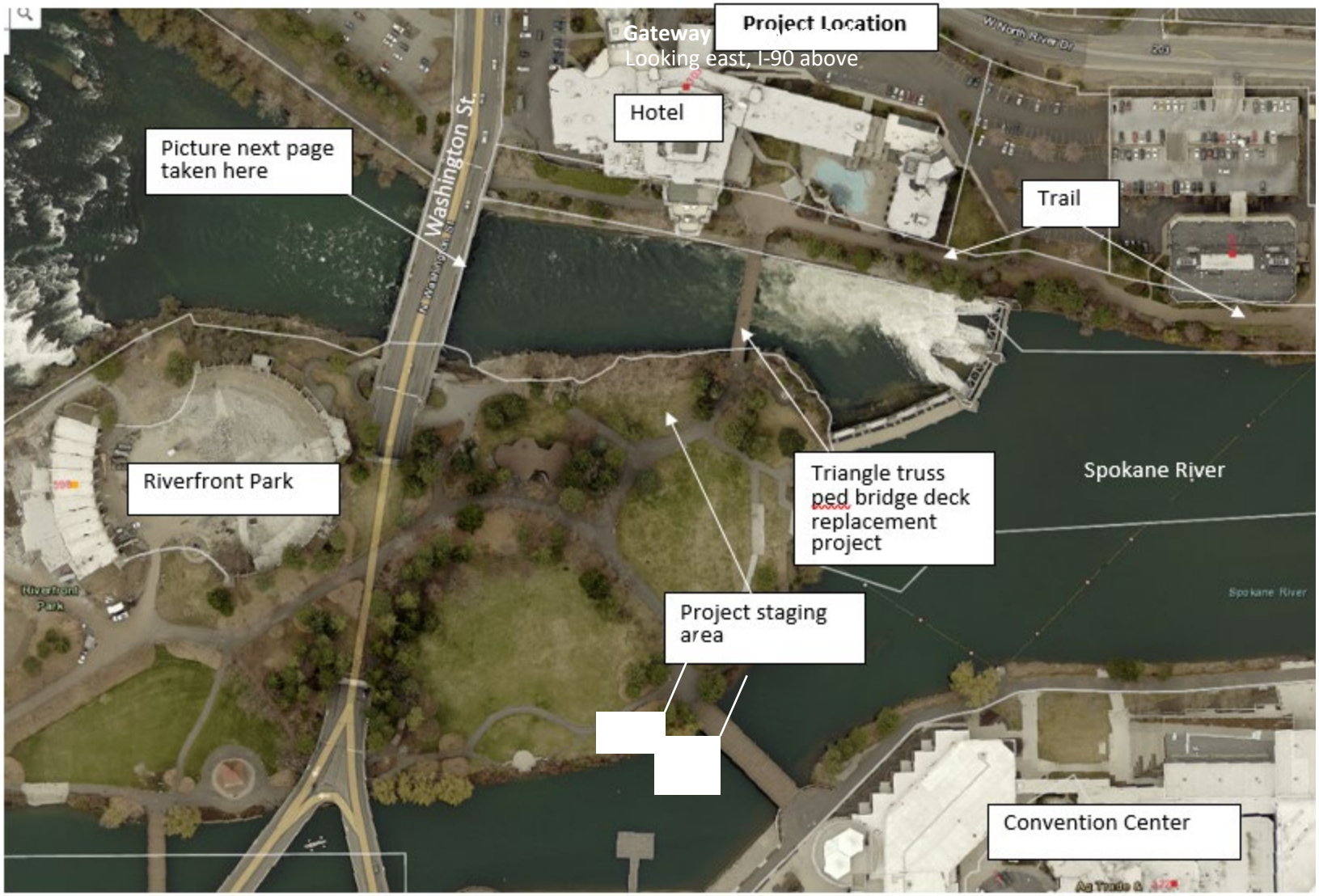
- The proposed project replaces the pressure treated wood deck with ekki wood, a long lasting hardwood used on the Brooklyn Bridge, around the Statue of Liberty and on other prominent highly traveled tourist sites on the east coast.
- Pressure treated wood has a life span of about 20 year. Ekki wood has a life span of 50 years or more.
- The bridge superstructure is not sufficiently sturdy to support concrete.
- Construction should be completed in approximately 4 weeks and will occur either this fall or next spring before Bloomsday. The bridge will be closed during construction.
- This project is funded with a state grant.

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:


Project Location
Gateway
Looking east, I-90 above
Hotel
Picture next page taken here
Washington St.
Trail
Riverfront Park
Triangle truss ped bridge deck replacement project
Spokane River
Project staging area
Convention Center

Project Location
(picture taken from Washington St. bridge looking east)
Triangle truss ped bridge deck replacement project
Hotel
Riverfront Park
Spokane River

Bridge Decking to Be Replaced
Wood decking only to be replaced

City Of Spokane

Engineering Services Department

* * * Bid Tabulation * * *

Project Number: 2017200
Project Description Triangle Truss Bridge Deck Replacement
Funding Source State
Preparer Jonathan Adams
Original Date 6/6/2019 1:54:25 PM
Update Date 8/20/2019 7:30:16 AM
Addendum

Project Number: 2017200			Engineer's Estimate		Clearwater Construction & Management		Wesslen Construction Inc			
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	Base Bid						Sales tax shall be included in unit prices			
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	* * * * * *	1,000.00	* * * * * *	850.00	* * * * * *	750.00	* * * * * *	0.00
103	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	* * * * * *	1,500.00	* * * * * *	950.00	* * * * * *	625.00	* * * * * *	0.00
104	MOBILIZATION	1 LS	* * * * * *	16,000.00	* * * * * *	21,400.00	* * * * * *	23,000.00	* * * * * *	0.00
105	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	* * * * * *	5,000.00	* * * * * *	7,150.00	* * * * * *	8,125.00	* * * * * *	0.00
106	MATERIAL ON HAND, TREE PROTECTION	1 LS	* * * * * *	1,000.00	* * * * * *	500.00	* * * * * *	250.00	* * * * * *	0.00
107	TREE PROTECTION ZONE	9 EA	250.00	2,250.00	88.00	792.00	343.75	3,093.75	0.00	0.00
108	TREE PRUNING	12 EA	250.00	3,000.00	425.00	5,100.00	343.75	4,125.00	0.00	0.00
109	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	* * * * * *	15,000.00	* * * * * *	42,500.00	* * * * * *	26,500.00	* * * * * *	0.00
110	ESC LEAD	1 LS	* * * * * *	1,000.00	* * * * * *	750.00	* * * * * *	1,500.00	* * * * * *	0.00
111	CONTAINMENT SYSTEM	1 LS	* * * * * *	5,000.00	* * * * * *	41,000.00	* * * * * *	4,250.00	* * * * * *	0.00
112	TEMPORARY CONSTRUCTION FENCE	300 LF	5.00	1,500.00	15.00	4,500.00	4.17	1,251.00	0.00	0.00
	Schedule Totals			52,251.00		125,493.00		73,470.75		0.00

Project Number: 2017200			Engineer's Estimate		Clearwater Construction & Management		Wesslen Construction Inc			
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 02	Schedule Description: Alternate 1 (Required)		Tax Classification: Sales tax shall be included in unit prices							
201	TIMBER AND LUMBER (TROPICAL HARDWOOD)	3440 SF	60.00	206,400.00	41.00	141,040.00	63.41	218,130.40	0.00	0.00
	Schedule Totals			206,400.00		141,040.00		218,130.40		0.00

Project Number ***2017200*** ***Triangle Truss Bridge Deck Replacement***

SCHEDULE SUMMARY

	Sched 1	*Sched 2*	*Sched 3*	*Sched 4*	*Sched 5*	*Sched 6*	*Sched 7*	*Sched 8*	*Total*
Engineer's Est	52,251.00	206,400.00	0.00	0.00	0.00	0.00	0.00	0.00	258,651.00
Clearwater Constructio	125,493.00	141,040.00	0.00	0.00	0.00	0.00	0.00	0.00	266,533.00
Wesslen Construction I	73,470.75	218,130.40	0.00	0.00	0.00	0.00	0.00	0.00	291,601.15

Low Bid Contractor: Clearwater Construction & Management

	Contractor's Bid	*Engineer's Estimate*	*% Variance*	
Schedule *01*	$125,493.00	$52,251.00	140.17	% Over Estimate
Schedule *02*	$141,040.00	$206,400.00	31.67	% Under Estimate
Bid Totals	$266,533.00	$258,651.00	3.05	% Over Estimate

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/27/2019
		Clerk's File #	OPR 2019-0686
		Renews #	
Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0470 - ZENT-KIMMEL HOUSE NOMINATION TO SPOKANE REGISTER OF		

Agenda Wording

Recommendation to list the Zent-Kimmel House, 934 W 14th Avenue on the Spokane Register of Historic Places.

Summary (Background)

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

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

Approvals		Council Notifications	
Dept Head	DUVALL, MEGAN	**Study Session**	
Division Director	CORTRIGHT, CARLY	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	mduvall@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		lcamporeale@spokanecity.org	
Purchasing			

Findings of Fact and Decision for Council Review
Nomination to the Spokane Register of Historic Places
Zent-Kimmel House – 934 W 14th Avenue

FINDINGS OF FACT

1. SMC 17D.040.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

- Completed in 1910; the Zent-Kimmel House meets the age criteria for listing on the Spokane Register of Historic Places.

2. SMC 17D.040.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D, E).

- The building is eligible under Category C – Architecture. The house is an excellent example of the American Foursquare form, demonstrated by the boxy shape, the shallow-pitched hipped roof, and the widely overhanging eaves. It also exhibits classic elements of the Craftsman architectural style, characterized by the exposed rafter ends and knee braces in the unenclosed eaves, and the large front porch canopy supported by massive brick pillars. The interior wood built-ins are another common feature of the Craftsman style.

3. SMC 17D.040.090: "The property must also possess integrity of location, design, materials, workmanship, and association." *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance…it is not necessary for a property to retain all its historic physical features…the property must retain, however, the essential physical features that enable it to convey its historic identity."*

- The Zent-Kimmel House retains outstanding architectural integrity in original location, design, materials, workmanship, and association to be considered for listing. Alterations of the exterior have been minimal and the interior maintains many features including inlaid floors and built-in furniture along with the original floor plan.

4. Once listed, this property will be eligible to apply for incentives, including:

- Special Valuation (property tax abatement), the City of Spokane's Historic Preservation Façade Improvement Program, Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Zent-Kimmel House according to the appropriate criteria at a public hearing on 8/28/19 and recommends that Zent-Kimmel House be listed on the Spokane Register of Historic Places.

After Recording Return to:
Clerk of the Board
Spokane County Commissioner's Office
1116 W. Broadway, Room 100
Spokane, WA 99260

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

> *LOT 18, BLOCK 4, RESURVEY OF CLIFF PARK ADDITION, AS PER PLAT THEREOF RECORDED IN VOLUME "E" OF PLATS, PAGE(S) 65; SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.*

Parcel Number(s) 35193.3217, is governed by a Management Agreement between the City of Spokane and the Owner(s), Karl L. and Cheri G. Paul, *of the subject property.*

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

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

I certify that the above is true and correct.

Spokane City Clerk

Dated: _____

Historic Preservation Officer

Dated:_____

City Clerk No. OPR 2019-0686

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **28th** day of **August 2019**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Karl L. and Cheri G. Paul** (hereinafter "Owner(s)"), the owner of the property located at **934 West 14th Avenue** commonly known as the **Zent-Kimmel House** in the City of Spokane.

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

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

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

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

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

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

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

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

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

(A) demolition;

(B) relocation;

(C) change in use;

(D) any work that affects the exterior appearance of the historic landmark; or

(E) any work affecting items described in Exhibit A.

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

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

_____	_____
Owner	Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER	**MAYOR**
_____	_____
Megan M.K. Duvall	David A. Condon

ATTEST:

_____

City Clerk

Approved as to form:

_____

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ _____,to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____(he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

_____

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

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

_____

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires_____

Attachment A

Secretary of The Interior's Standards

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

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

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

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

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

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

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

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

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

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

Spokane Register of Historic Places Nomination

Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337

1. Name of Property

Historic Name: Zent-Kimmel House
And/Or Common Name: Paul House

2. Location

Street & Number: 934 W. 14th Avenue
City, State, Zip Code: Spokane WA 99204
Parcel Number: 35193.3217

3. Classification

Category	Ownership	Status	Present Use	
☒building	☐public ☐both	☒occupied	☐agricultural	☐museum
☐site	☒private	☐work in progress	☐commercial	☐park
☐structure			☐educational	☒residential
☐object	**Public Acquisition**	**Accessible**	☐entertainment	☐religious
	☐in process	☒yes, restricted	☐government	☐scientific
	☐being considered	☐yes, unrestricted	☐industrial	☐transportation
		☐no	☐military	☐other

4. Owner of Property

Name: Karl L. and Cheri G. Paul
Street & Number: 934 W. 14th Avenue
City, State, Zip Code: Spokane WA 99204
Telephone Number/E-mail: 509-443-3555

5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

6. Representation in Existing Surveys

Title: Enter previous survey name if applicable
Date: Enter survey date if applicable ☐Federal ☐State ☐County ☐Local
Depository for Survey Records: Spokane Historic Preservation Office

7. Description

Architectural Classification	Condition	Check One
	☒excellent	☐unaltered
	☐good	☒altered
	☐fair	
	☐deteriorated	**Check One**
	☐ruins	☒original site
	☐unexposed	☐moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Criteria and Statement of Significance

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

☐A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.

☐B Property is associated with the lives of persons significant in our past.

☒C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐D Property has yielded, or is likely to yield, information important in prehistory history.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property:	< one
Verbal Boundary Description:	Cliff Park Res Lot 18 Block 4
Verbal Boundary Justification:	Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

Name and Title: Stephen Emerson
Organization: Archisto Enterprises
Street, City, State, Zip Code: Spokane WA 99218
Telephone Number: 509-466-8654
E-mail Address: archisto 51@yahoo.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)

_____

_____

14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: _____

Landmarks Commission decision: _____

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

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

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

Attest: Approved as to form:

City Clerk Assistant City Attorney

SUMMARY STATEMENT

The Zent-Kimmel House was built in 1911, at the beginning of a decade that saw rapid and considerable growth in the Spokane economy and a boom in building construction. After Browne's Addition, the lower south hill became the preferred neighborhood for newly wealthy citizens. The Zent-Kimmel House was originally built for Walter W. Zent and his family. At the time Mr. Zent purchased the house he was an attorney with the legal firm of Henley, Zent, and Cannon (later, Zent, Powell and Redfield). In 1918, the house was purchased by William L. Kimmel. Mr. Kimmel was a prosperous electrical engineer at a time when the relatively recent development of electricity as a power source allowed for a vast array of new products and appliances. The house retains excellent architectural integrity, largely due to its ownership by the same family for most of its history.

DESCRIPTION OF PROPERTY

Exterior

The Zent-Kimmel House is a two-story wood frame Craftsman style residence with American Four Square design elements. It has a shallow-pitched, hipped roof clad with composition shingles. The wide eaves are unenclosed and feature exposed rafter ends and knee braces. The roof of the front balcony features fascia boards with diamond cutouts. A brick chimney with a rectangular profile emerges from the peak of the roof.

Exterior wall surfaces are clad with narrow horizontal clapboard siding, with corner boards. The foundation is basalt with a concrete veneer. Most of the foundation has recently been given a second veneer of painted basalt rubble. Small wood sash rectangular sliding windows are placed in the foundation on all sides. A two-level front porch is centered on the south (front) side of the house. The lower portion has a hip-roofed canopy, forming the front porch of the building, while the upper portion has a gabled roof, serving as an open balcony. The roof of the balcony is supported by square wood posts. The front porch canopy features exposed rafter ends and is supported by square brick pillars. The wood porch deck is bordered by a simple wood balustrade. The entry steps approach from the left side of the deck. The central front entry contains a wood and glass door with sidelights. The balcony is accessed from the interior by two wood and glass doors. Adjacent to the door is a wood sash double-hung window with wood surrounds. Four wood sash double-hung windows, with wood surrounds, are symmetrically arranged to the left and right of the front entry and the balcony.

The west elevation has a central pop-out bay with a shed-roofed pent roof with exposed rafter ends. The bay contains a set of wood sash double-hung windows. Directly below the bay is a wood panel secondary entry door with a multi-frame wood sash window. Four other wood sash double-hung windows are symmetrically placed to either side of the bay at the first and second levels.

At the western end of the north elevation is a rear entry with a wood panel door with multiple-pane wood sash windows. This entry is accessed by a wood frame porch with a contemporary wood deck and steps with balustrade. Above the deck is a shed-roofed canopy. Five double-hung wood sash windows are placed asymmetrically on this elevation, three at the first level and two at the second.

The east elevation has a central shed-roofed pop-out bay with exposed rafter ends. The bay contains a row of three wood sash double-hung windows. To the right of the bay is a horizontally placed window with leaded glass featuring geometric shapes. To the left of the bay are two wood sash double-hung windows, one at each level.

Interior

The front door provides access to the large living room, which spans the entire southern half of the main floor. The center piece of the room is the brick fireplace and wood mantle. The mantle features carved details with a floral motif. Most interior walls are wood lathe and plaster. Throughout the house, floors are wood plank, some laid with decorative patterns. Most rooms have original metal hot water radiators that are still functional. To the east of the fireplace are wide doors with side lights. This is the entry to the formal dining room. The room features several wood built-ins with shelves and cupboards. A small separate room at the north end of the dining room contains the entry to the main floor bathroom, to the west. Like the other two bathrooms of the house, interior facilities, such as sinks, toilets and baths have been updated. The dining room also contains a secondary entry to the kitchen, to the west.

To the northwest of the living room is a passageway that allows access to wood stairs that lead to the upper level and the basement. The stairways feature a wood banister that proceeds up to a landing and then turns east to continue up to the second floor. The basement stairs also feature a wood banister and a similar L-turn at the landing. North of the stairs is the main entry to the kitchen, which contains various appliances and built-in cupboards, drawers, and countertops. As with the bathrooms of the house, the kitchen has been updated. The kitchen is located in the northwest corner of the main level. The presence of the main kitchen entry and the secondary entry from the dining room creates a circular traffic pattern.

The upper level stairs lead to a hallway that provides access to the four bedrooms, as well as an additional bathroom. The master bedroom occupies the upper southeast portion of the house. This bedroom, as well as the adjacent bedroom to the west have separate doors that allow access to the upper level balcony, facing south. The slightly smaller secondary bedrooms are located in the other three corners of the upper floor. The door to the small bathroom is located at the north end of the interior hallway.

The lower staircase leads to the basement. This level has a mostly open floor plan that wraps around the central brick chimney. In the northwest corner is a separate laundry room. At the northern end of the open floor space is another small bathroom.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

The Zent-Kimmel House retains excellent architectural integrity due to its long history of ownership by the same family, the Kimmel family. Character defining elements that are intact include the original Four Square form, the hipped roof and wide eaves with exposed rafter ends, the exterior cladding, the wood sash windows, some original leaded glass windows, and the front porch. A photograph dated 1959 shows that the front balcony was once enclosed by large wood sash windows, possibly casement, and that the roof of the house was at that time clad with wood shingles. At some point after that date the balcony windows were removed and the shingles replaced with composition roofing. Recently, the foundation was given a veneer of basalt rubble, whose appearance is compatible with the historical appearance of many houses of the same vintage.

Many original interior components are retained as well, such as the decorative inlay plank floors, lathe and plaster walls, central brick fireplace, radiators, and a number of wood built-ins, including a buffet, shelves, cupboards, and drawers. An article from May 25, 1917 which discusses the sale of the house states that the new owner, Mr. Kimmel, intended to replace the curly fir with oak (see section 12, page 20 for this article). There is speculation that a closet entry at the northwest landing of the upper stairs may have contained a small stairway leading up to the bedroom at the northwest corner, which was once rented out as a separate living space. Those modifications were apparently restored to their original configurations once the extra room was no longer a rental. The kitchen and the bathrooms have been updated as older facilities were replaced with modern components.

SECTION 8: STATEMENT OF SIGNIFICANCE

Area of Significance	*Architecture*
Period of Significance	*1911*
Built Date	*1911*
Builder	*Eugene Danser (contractor)*
Architect	*Roland Van Tyne - possible*

HISTORIC CONTEXT

During the first decade of the 20th century, Spokane underwent a spate of growth unprecedented before or since. The population explosion was largely fueled by great numbers of blue collar workers who found employment in the climate of burgeoning manufactures, industries, and service businesses. This led to a boom in Single Room Occupancy hotels. These, along with new financial, civic, and medical facilities, led to the rapid expansion of the central business district. Another impetus to growth, however, was the ranks of the newly rich - those who took advantage of the local prosperity to build fortunes of their own, acquiring disposable income to spend on the status symbols of the time - horse drawn carriages, to be followed later by automobiles, fancy clothing, fine dining, and, most of all, elaborate residences to house their families. The earliest abodes of wealthy Spokanites were right downtown, but these were displaced by the rapid development of the downtown business district. Nearby Browne's Addition became the first exclusive residential neighborhood, but it soon reached its natural limits. Well-to-do neighborhoods sprang up around Corbin Park and Nettleton's Addition, north of the river. But most of the *Nouveau Riche* were attracted to the heights south of downtown, succeeding terraces of ever and ever ascending basalt parapets.

At first, the city's wealthy built large homes on the lower South Hill, ranging up to the cliffs that towered about the vicinity of Ninth Avenue. By the observation of Sanborn Fire Insurance Company maps, one can follow the course of this advance. In 1891, the southward expansion of Spokane was largely hemmed in by the basalt precipices that created expansive views from Cliff Avenue. But the demand for more space soon prompted developers to sweep around this barrier. By 1902, residential development had reached as far as Fourteenth Avenue, with neighborhoods further south being platted, but not yet built. Much of the current South Hill was still bucolic farmland. By 1910, residential development had expanded around the east side of the recently created Manito Park. West of that park, streets were just beginning to be mapped out. As the city expanded, so necessarily did its local transportation system.

Spokane began developing an urban railway system in 1887, reported Durham: "[T]he first street railway was projected and built about four and one-half miles on Riverside and through Cannon's Addition, a belt line returning through Browne's Addition, followed by the Motor line to Cook's Heights and the electric street railway line and the cable

railway. In all, about twenty miles of street car track in a city, which had scarcely 3,000 people two years before." These early systems were the result of efforts by real estate developers to promote lots for sale. Their purpose was to move people from the town center to the outskirts where subdivisions were being staked out. When developers lost interest in continued operation of the lines, Washington Water Power bought them up. The utility company viewed street railways as a profitable business and a large customer for their electricity, which is what powered the cars. For a number of years Washington Water Power monopolized the system, but by 1910 a competitor had appeared - the Spokane Traction Company. Due to rising costs, however, and the opposition of a city government that desired a unified system, the new company merged with the older in 1922, and the Spokane United Railways was established. The company created new lines, including interurban routes to regional destinations, and lines traveling to specific recreational spots, such as Natatorium Park, Minnehaha Park, and Manito Park. It was the Spokane Traction Company that had pioneered street car routes up the South Hill, with routes paralleling Grand Boulevard and traveling along a corridor, formed along Adams, Jefferson, and Lincoln streets, that led to Cannon Hill Park Addition. By 1923, residents of that neighborhood could take either the No. 6 North Monroe-Cannon Hill route, or the No. 7 West Cleveland-Cable Addition route, to get to or from downtown.

Henry Brook had continued to operate the Cannon Hill brick yard, partnering with J.H. Spear. Brook and Spear would later go on to form the Washington Brick and Lime Company, based in Clayton, Washington. By about 1905, the easily extracted clay at the Cannon Hill yard was exhausted. The scarred land lay vacant for several years, owned by the estate of Boston capitalist Charles Francis Adams. In 1908, Mr. Adams donated 13 acres for use as a park, and the site was to be called Adams Park. At about this time, the Olmsted Brothers Landscape Architects, out of Brookline, Massachusetts, were retained to undertake an evaluation of the Spokane park system. They made many general recommendations for expanding the parks network, including not only already selected park locations, but large open spaces that would not be considered as potential parks until recent times, such as the Spokane Gorge Park, a long past due idea that is now being actively pursued by citizen advocates. Contrary to public perception, Manito Park is not an Olmsted Brothers concept, although it was built in the rustic, organic style for which the Olmsteds were known. Other parks, such as Hayes Park and Corbin Park, did reflect the ideas and plans of the Olmsted firm, but most of their recommendations never reached fruition, although John Duncan continued to be influenced by the company that selected him to guide the Spokane park system. The Olmsted Brothers' plan for Cannon Hill Park (by then it had been named for banker A.M. Cannon) was the one most adhered to. They called for an asymmetrical and curvilinear park with ponds, walkways, and natural plantings. Rustic stone structures would include a comfort station with pergola-like wings and two stone bridges that would cross a stream between ponds. The plan map was published in the *Spokesman-Review* and later created nearly as depicted in the sketch. Although a falling water table has resulted in one pond, not two, and left the bridges spanning dry land, the park nonetheless reflects the Olmsted Brothers' park design ethos to a remarkable degree.

As plans for the park proceeded, the adjacent land was being purchased by real estate developer Arthur D. Jones. He created the Cannon Hill Company to promote the project. In 1909, that company began making street improvements and advertising lots for sale. Side street lots were sold for $800.00 and up, while lots directly facing the park were going for $1,250.00. Improvements included concrete curbs and cross-walks, water mains, and sewage pipe. The streets were paved by the Barber Asphalt Company. This work continued well into 1910, while the first houses were being built. The earliest houses were built in 1909, and construction continued at a steady pace until 1912. In the spring of 1911 alone, eleven houses were under construction at the same time. Photographs taken at the time portray a semi-rural landscape with widely separated large houses. Construction of smaller houses gradually filled in the spaces between. Another surge in residential development occurred during the 1920s, when twenty or so houses went up. In the early 1930s, yet another surge occurred, when many of the neighborhood's Tudor brick cottages appeared. After that, new construction was sporadic, with a few Ranch and Minimal Traditional style houses being built, taking up the remaining vacancies. A 1990 newspaper article describes the resulting neighborhood: "There is no typical Cannon Hill family – they range from newly-wed to retired. Cannon Hill children go to Wilson or Roosevelt elementary schools, Sacajawea Junior High School, and Lewis and Clark High School. The city's two largest hospitals are close; downtown is a hop, skip, and a jump; the buses roll along the neighborhood's adjacent arterials."

The Zent-Kimmel House was built in 1910. Building permits at Spokane City Hall did not provide names of an architect or builder. However, further investigation in newspapers of the time have yielded Eugene Danser as the probable builder of the home. A deed dated August 16, 1910 transfers the home from Eugene S. Danser to W.W. Zent for a sum of $6,450 (see Section 12). Danser lists his profession in the 1910, 1920, and 1930 federal census as occupation "builder" and industry "contractor" and also "house builder." Interestingly enough, Mr. Danser's nephew, Roland Vantyne, was living with him in 1910. Van Tyne was employed as a "draftsman" for Albert Held at the time and had worked as an architect Buffalo, New York, previous to his appearance in Spokane. It is possible that Mr. Vantyne could have designed the Zent-Kimmel House as his first work in Spokane.

Roland Vantyne studied at the Buffalo Polytchnic Institute and worked for architects in Buffalo, New York, and Duluth, Minnesota. He came to Spokane in 1910, the year the Zent-Kimmel house was built. At first, he worked as a draftsman for Albert Held and later for Julius Zittle. Vantyne and Archibald Rigg formed a partnership that lasted for 23 years. Their work included the original Shriners Hospital, the Symons Building, and the Masonic Temple expansion.

The Zent-Kimmel house is an example of the American Four Square. The American Four Square type is a form, and not a style. It can be utilized on a modest scale, as in a typical farmhouse, or it can be executed in more elaborate fashion, applying elements of a number of styles. It is often associated with the Prairie Style, because of its low-pitched

roof expanses. Probably most common is the application of Craftsman Style elements, such as wide eaves, exposed rafter ends, full height masonry chimneys, and large front porches with wide canopies. The Zent-Kimmel house is a good example of this design approach. Although this is the most common in the City of Spokane, such houses sometimes employ more elaborate features, including Classical characteristics such as porch columns and bracketed wide eaves. This house is a more pure rendition of Craftsman Style influence. It was most popular in Spokane between 1900 and 1920, a time when the Craftsman Style was emerging as the dominant design in well-to-do neighborhoods such as the South Hill and the West Central district. Perhaps 20 per cent of houses built in these neighborhoods during that time period were based on the Four Square form. Due to the large size of the design, it allowed for sprawling floor plans with multiple rooms, ideal for families with large furnishings. Such houses served as status symbols for the wealthy, hence their popularity during a period when mining and other industries that funneled vast amounts of money into the rapidly developing city. Unfortunately, when the economy returned to a more stable and thrifty state, such large houses became a deficit. For this reason, many Four Square houses were later sub-divided into multiple apartment spaces. The Zent-Kimmel house largely avoided that fate. During the Great Depression, one of the bedrooms was rented, and given a separate entry, but this was later restored to the original room configuration. Once again, the house served as a single-family residence, as it is now.

The house was first occupied by Walter W. Zent, an attorney, and his wife Fannie. Mr. Zent later served as a judge, as well as an "exalted leader" of the Spokane Elks Lodge. In 1918, William and Florence Kimmel purchased the house at 934 14th Avenue. Mr. Kimmel was a partner in the Nixon-Kimmel Company, an electrical engineering firm that was founded by George Nixon in 1902. Nixon was listed as company president. In 1911, the company's ads described itself as "Electrical Engineers and Contractors, Electrical Machinery and Appliances, Maloney Transformers, Motors, Dynamos and Meters, Sales Agents, Century Single Phase Motors, Edison Storage Batteries, Electric Lighting and Power Plants." Company offices were located at 709 Front Street. In 1918, the offices moved to W. 901 Main Avenue. A contemporary ad described the company as "Electrical Engineers, Contractors and Jobbers, Everything Electrical, Largest Stock of Electrical Machinery in the Inland Empire, Large Stock of Used Dynamos and Motors for Trade or Rent, Edison New Storage Batteries and Complete Farm Lighting Plants, Repair Shop." In 1929, William Kimmel was listed as Vice President of the Nixon-Kimmel Company. But by 1930, the partners were split up. George Nixon's wife was listed as company Vice President, and William Kimmel was listed as District Sales Manager for the Century Electric Company.

William Kimmel's wife Florence, sometimes listed as Lorene, died in 1941. By 1943 he had a new wife, Myrtle. The Kimmels apparently rented out a room in the house to boarders. Tenant turnover was rapid. William Kimmel, his partnership with Nixon terminated, was employed by several companies, including District Sales Manager for the Century Electric Company, Sales Manager for the Hunter Fant Ventilating Company, and Secretary for the Talisman Mining and Leasing Company. In 1951, William Kimmel

passed away, leaving Myrtle a widow. She continued living at the house until 1965, never remarrying, and renting the spare room to a succession of tenants, mostly for only a year at a time. The house was vacant for a short time, but by 1967 the house was occupied by Brooks Kimmel, William and Lorene's son, and his wife Ellen. They sporadically rented the spare room to a number of short term tenants. After 1980, the spare room was no longer rented. In 1970, Myrtle died. Ownership passed to Ellen Kimmel, Brooks' wife. Brooks died in 1993. In 1999, Ellen sold the house to James C. Deeds. In 2004, the house was purchased by David and Janet Bauermeister, who in turn sold it to Carl and Yvonne Bruesch in 2006. The current owners, Karl and Cheri Paul, bought the house in 2013.

STATEMENT OF SIGNIFICANCE AND REGISTER ELIGIBILILTY

The Zent-Kimmel House is eligible for placement on the Spokane Register of Historic Places, under Category C, for architecture, as an excellent example of the American Foursquare form, demonstrated by the boxy shape, the shallow-pitched hipped roof, and the widely overhanging eaves. It also exhibits classic elements of the Craftsman architectural style, characterized by the exposed rafter ends and knee braces in the unenclosed eaves, and the large front porch canopy supported by massive brick pillars. The interior wood built-ins are another common feature of the Craftsman style. The house is a typical example of the upscale architecture that was preferred by wealthy homeowners in the well-to-do South Hill neighborhood. Alterations have been minimal and the house retains outstanding integrity of its original construction materials and historic appearance.

BIBLIOGRAPHY

City of Spokane, Planning Department, building permits.

Compau, Nancy, et al. Spokane Skyline: A Century of Architecture, 1889-1989. Eastern Washington Historical Society, 1992.

Durham, N.W, *History of the City of Spokane and Spokane Country, Washington*. The S.J. Clarke Publishing Company, 1912.

Eastern Washington University, JFK Library, newspaper files and Sanborn Maps
Polk City Directories for the City of Spokane, various years.

Emerson, Stephen, *An Historic Property Inventory of Selected Properties Within the Cannon Hill Park Addition, Spokane County, WA 2008*. Survey Project Report, submitted to the Spokane City/County Historic Preservation Office, 2008.

Emerson, Stephen, Hendrickson Flats, Spokane Register of Historic Places nomination, 1994.
Holstine, Craig, Single Room Occupancy Hotels in the Central Business District of Spokane, WA, 1900-1910. National Register of Historic Places Multiple Property Documentation Form, 1993.

Hyslop, Robert B., *Spokane's Building Blocks*. Standard Blue Print Company, Spokane, 1983.

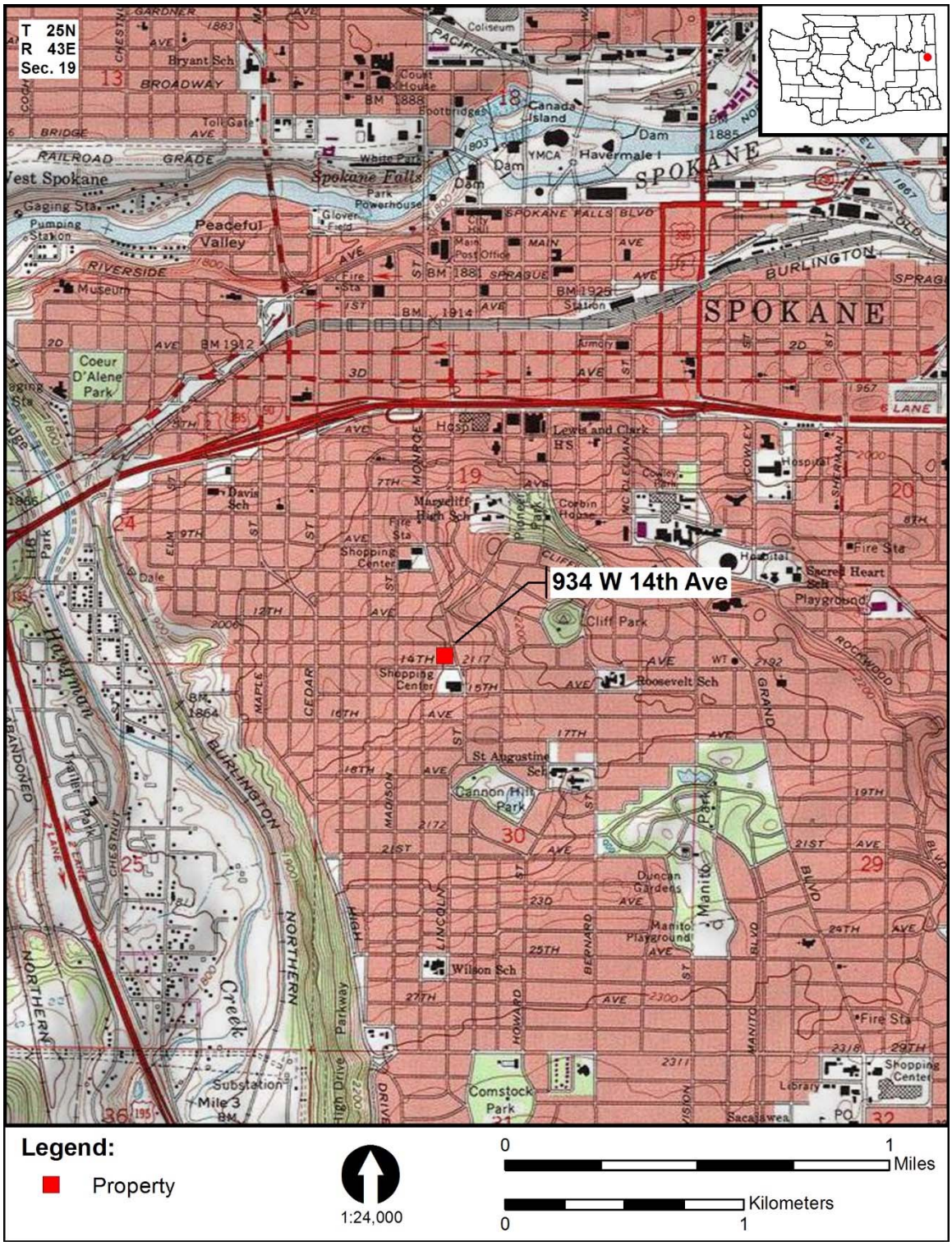
McAlester, Virginia, and Lee McAlester. *A Field Guide to American Houses*. Alfred A. Knopf, Publisher, New York. 1984.

Mutschler, Charles, Street Railway Development in Spokane. In *Spokane's Street Railways, An Illustrated History*, Charles V. Mutschler, Clyde L. Parent, and Wilmer H. Siegert, Inland Empire Railway Historical Society, Spokane, 1987.N.W. Durham, *History of the City of Spokane and Spokane County*, S. J. Clarke Publishing Company, 1912.

Reynolds, Sally, Olmsted Park Survey Report/Plan, draft to the Office of Archaeology and Historic Preservation, 1999.

Sanborn Fire Insurance Maps, City of Spokane, 1891, 1902, 1910, and 1950.
Spokane Public Library, Northwest Room, vertical files and photo collection.

Spokesman-Review, various articles.

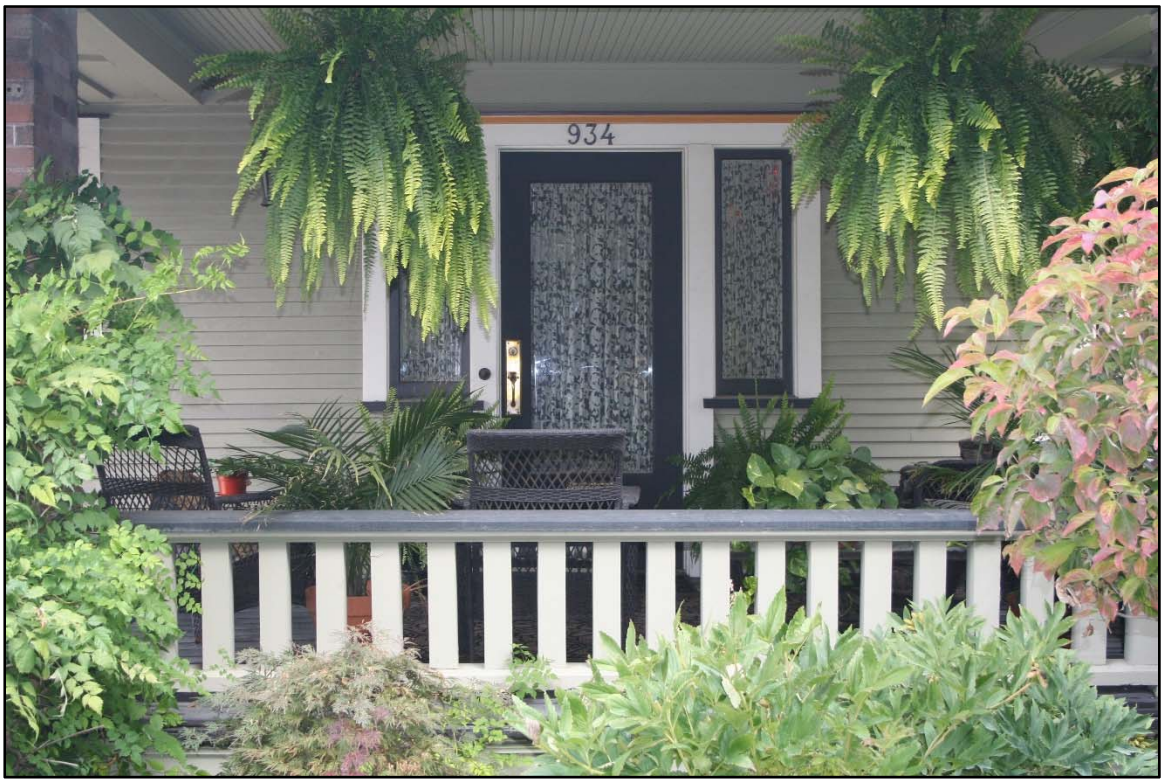


Zent-Kimmel House, 934 W. 14th Avenue

ZK-1 South (front) elevation, view to the north

ZK-2 South and west elevations, view to the northeast

ZK-3 south and east elevations, view to the northwest



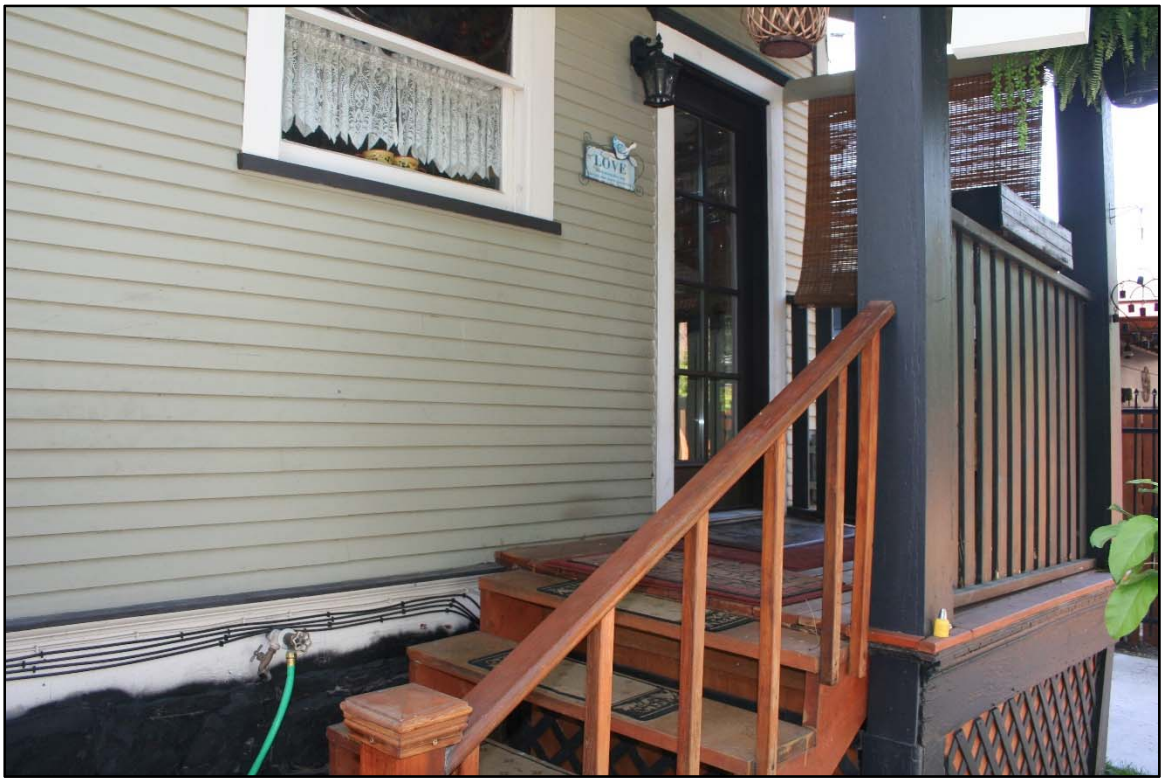
ZK-4 South elevation, front entry detail, view to the north

ZK-5 South elevation, front entry detail, view to the north

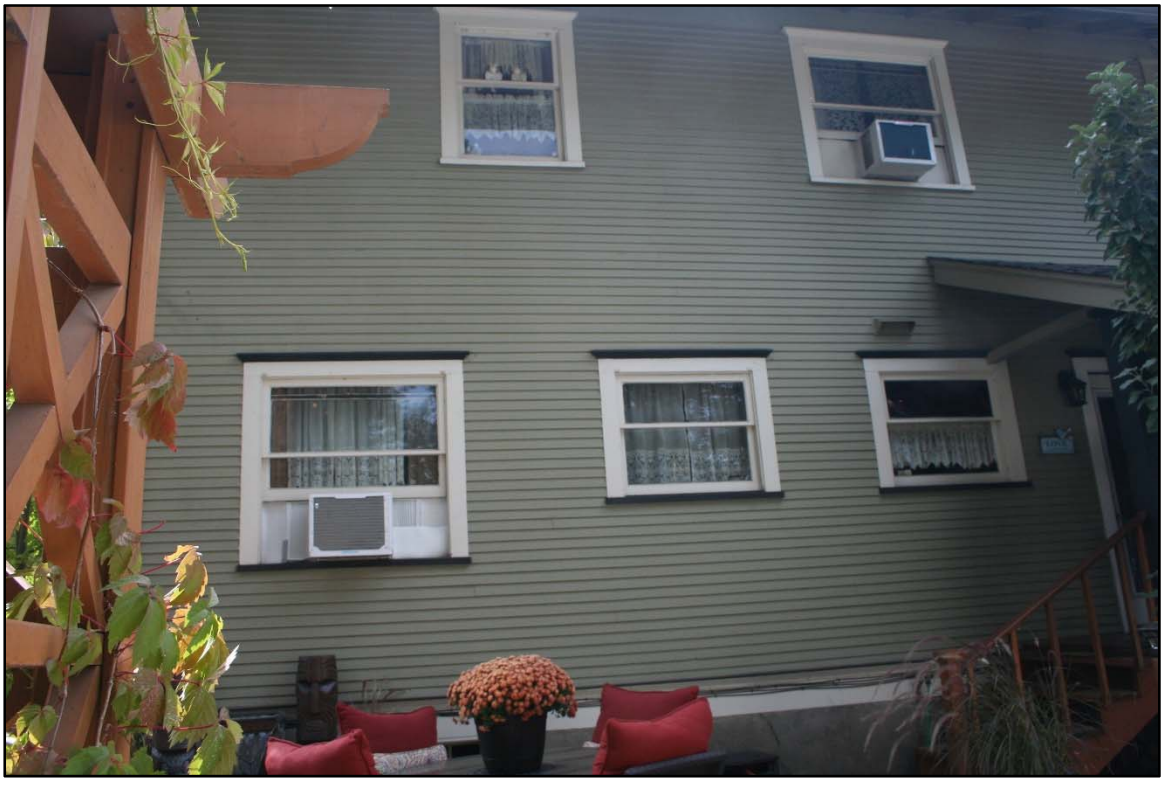
ZK-6 South elevation, balcony detail, view to the north

ZK-7 West elevation, view to the northeast

ZK-8 West elevation, view to the southeast

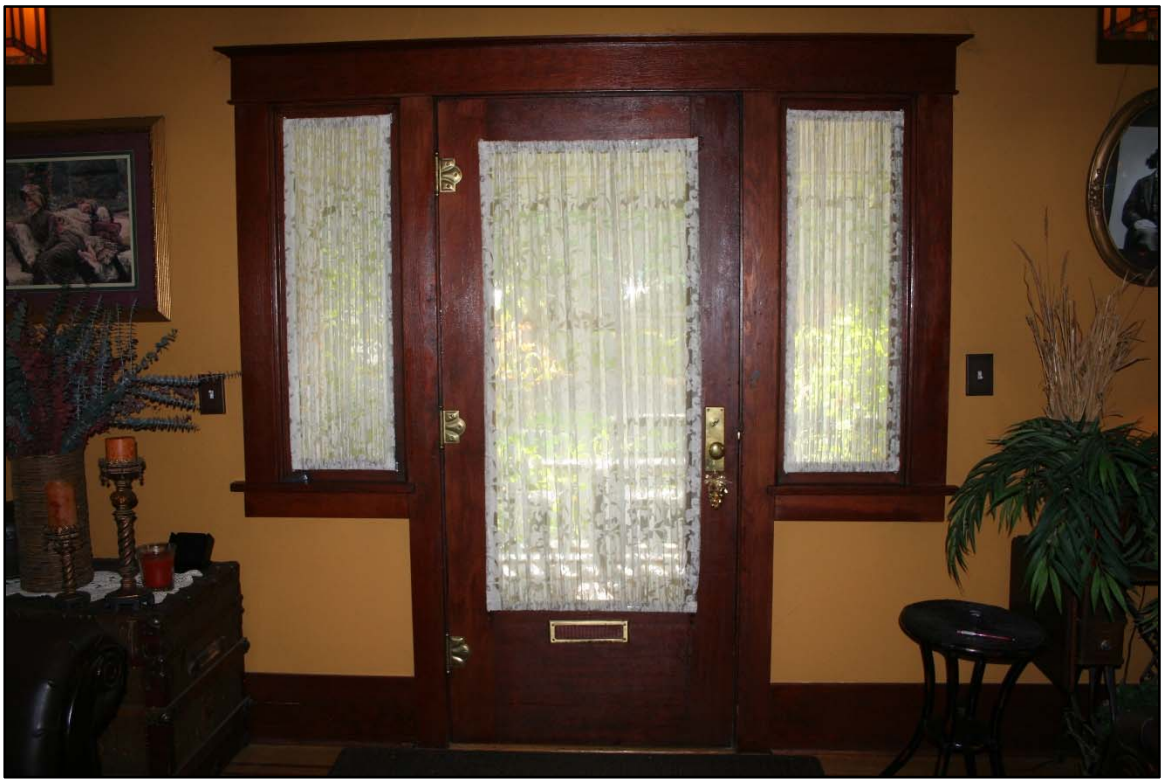


ZK-9 North elevation, rear entry, view to the southwest



ZK-10 North elevation, view to the south

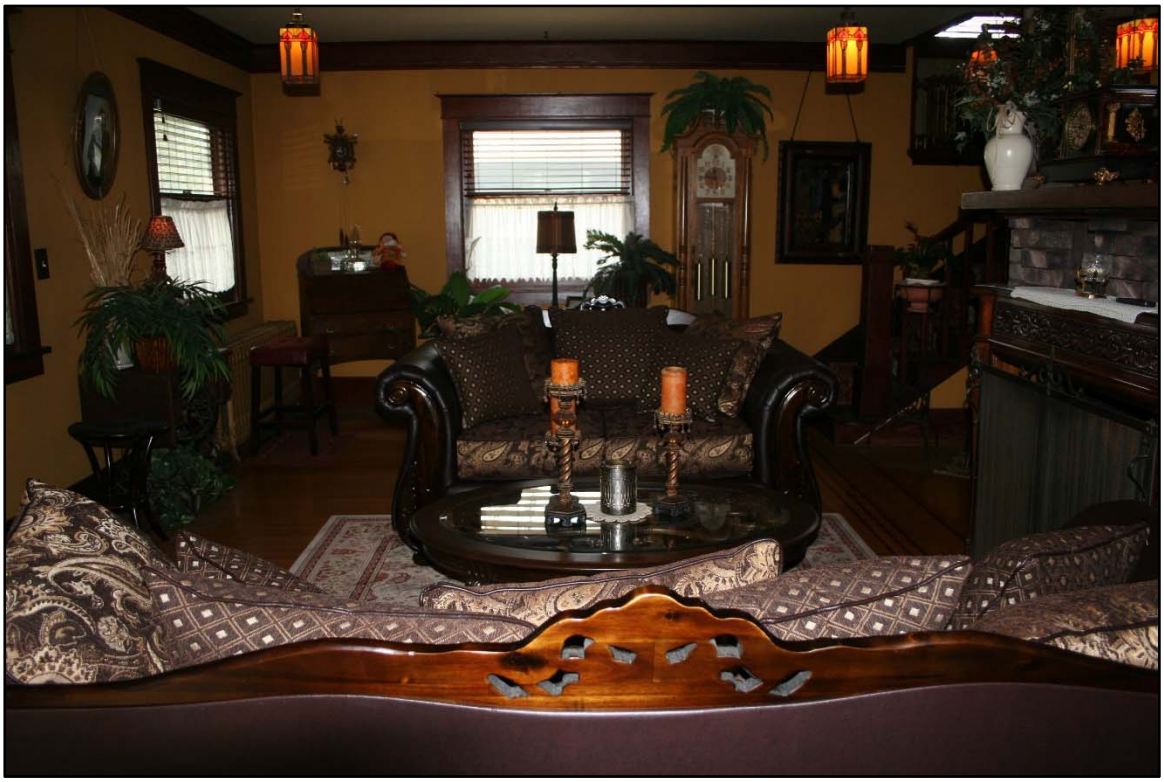
ZK-11 East elevation, view to the southwest



ZK-12 Front entry, view to the south

ZK-13 Living room fireplace, view to the north

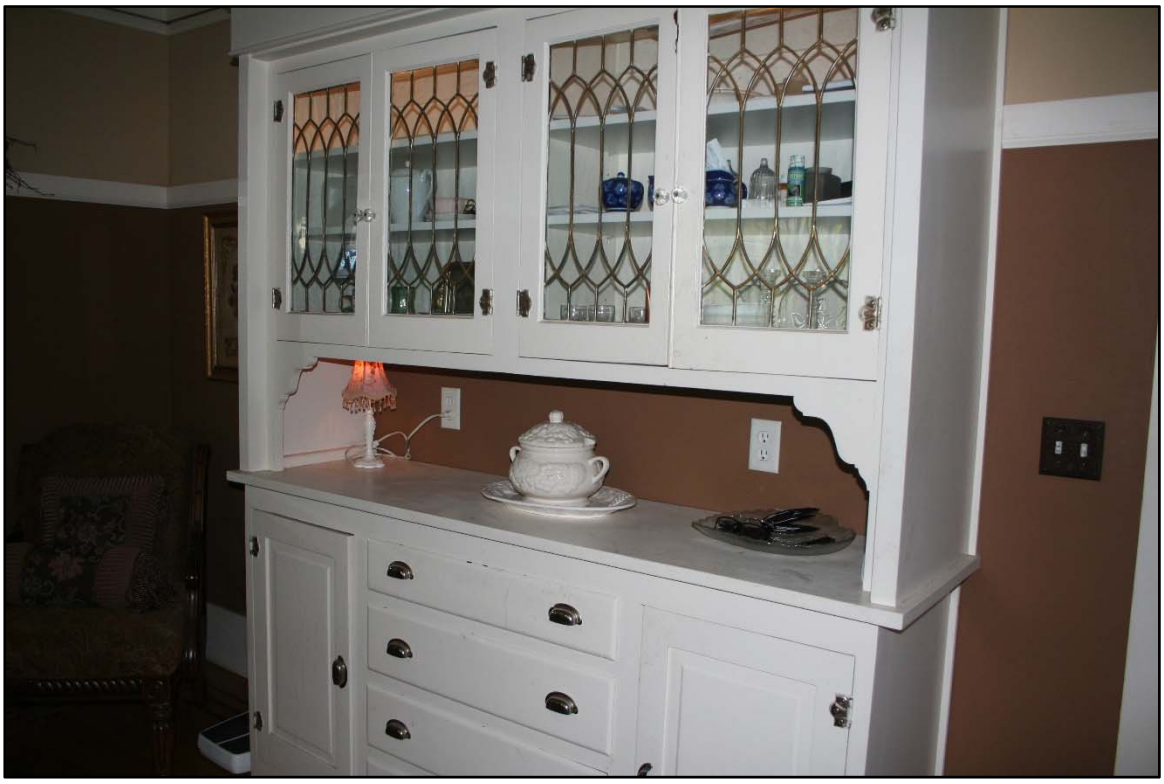
ZK-14 Living room, view to the northeast



ZK-15 Living room, view to the west

ZK-16 Dining room from living room, view to the north

ZK-17, Dining room, view to the southwest

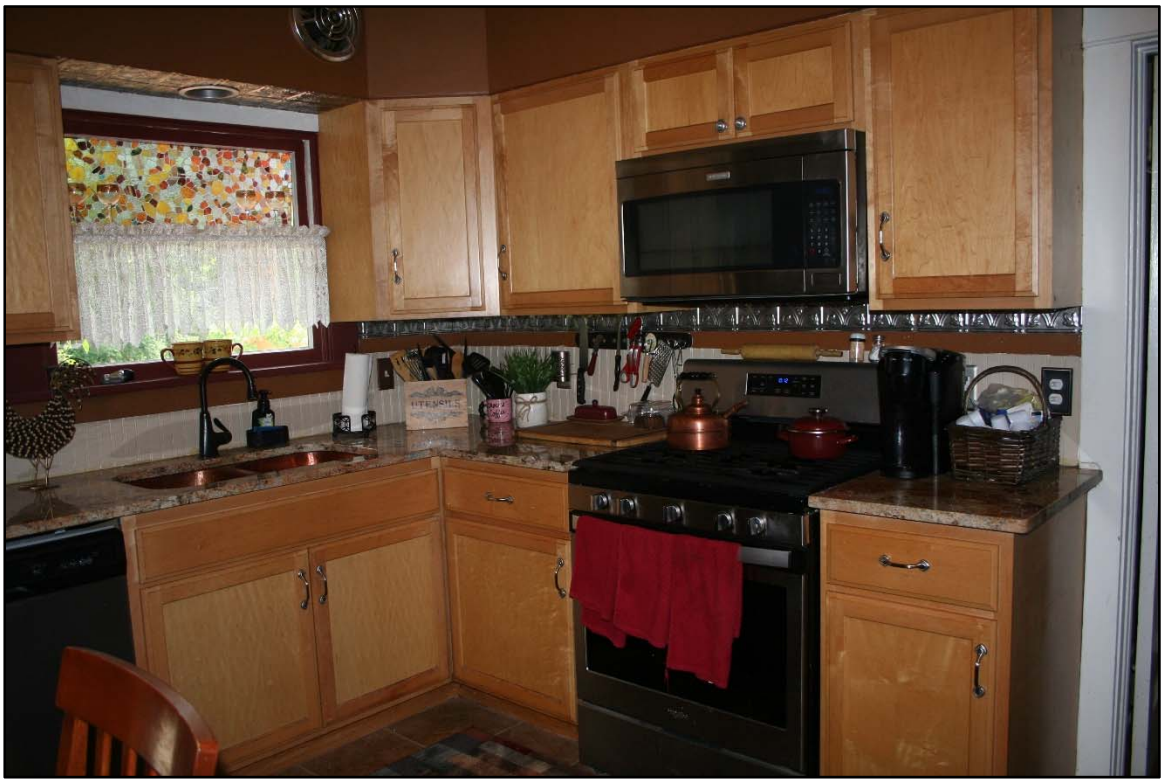


ZK-18 Dining room built-in, view to the southwest

ZK-19 Dining room built-in, view to the east

ZK-20 Dining room radiator, view to the north

ZK-21 Kitchen, view to the northwest



ZK-22 Kitchen, view to the northeast

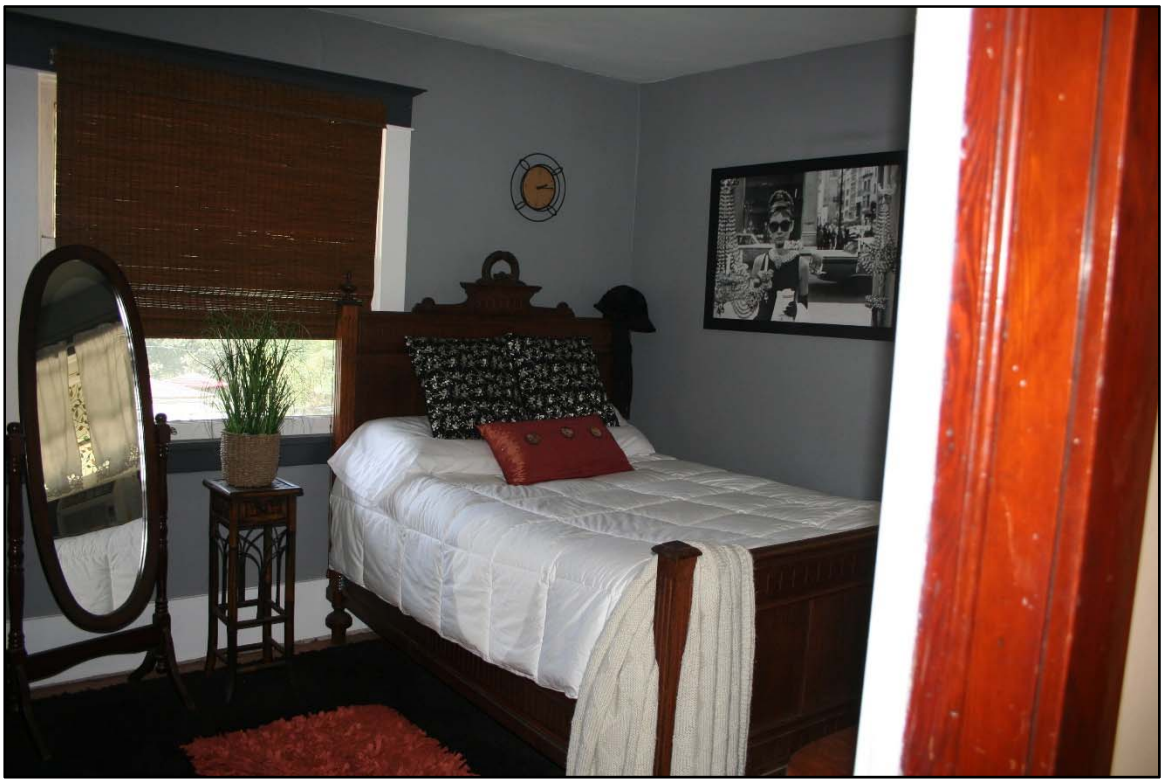
ZK 23 Steps to basement, view to the northwest

ZK 24 Basement main room, view to the east

ZK-25 Basement, main room, view to the north

ZK-26 Bedroom at southeast corner, view to the southwest

ZK-27 Bedroom at northwest, view to the northeast



ZK-28 Bedroom to the northwest, view to the northwest

ZK-29 Master bedroom at southeast, view to the southeast

ZK-30 Balcony, view to the northwest

Obituary

DEATH CLAIMS EX-CONTRACTOR

William Leasure Kimmel, retired electrical engineer who served the Inland Empire for almost half a century, died in a Spokane hospital yesterday morning.

Mr. Kimmel came to Spokane in about 1900, shortly after he graduated from the University of Michigan with a degree in electrical engineering. Shortly after arriving here, he went into partnership with George Nixon to form the Nixon-Kimmel electrical engineering-contracting company. Together they directed the planning and installation of hydroelectric power units in many small communities in the Inland Empire.

He disposed of his interests in the company in 1928 and went to work for the Century Electric company as an electrical engineer. He also did some sales work for the company. He retired about six years ago.

Mr. Kimmel was a member of the Spokane lodge No. 34, F. and A. M., and was a veteran of the Spanish-American war.

Funeral service will be held at the Smith chapel at 1 p. m. Saturday. Incineration will follow.

Survivors include a son, Brooks, owner of the Kimmel Hosiery company, W723 Riverside; his widow, Myrtle, at home, W934 Fourteenth; two daughters, Mrs. Rowland Campbell, Appleton, Wis.; Mrs. Pauline Kimmel Grissman, Argentina; a sister, Mrs. Gertrude Gee, and a brother, Ralph, both of Spokane.

ZK-31 William Kimmel obituary

W. W. ZENT DIES AT ODESSA HOME

He Lived at Spokane For Nearly 20 Years.

ODESSA, Wash., Aug. 30.—Judge W. W. Zent died here today. He had not regained consciousness since Friday noon. He leaves his widow, his only son, Harold, Spokane; four brothers, George of Hollywood, Frank of Tacoma, Dave of Seattle and Dan of Pasco; four sisters, at Kellogg, at Osborn, Idaho, at Pasco and at Yakima

The Spokane Elks are to have charge of the funeral, Mr. Zent having been past exalted ruler of the lodge. The body was taken to Spokane by Smith & Co.

Mr. Zent was born June 22, 1876, in a covered wagon at Salt Lake City, while his parents were migrating from the east.

They were living on a farm near Pendleton, Ore., in 1879 when the Bannock Indians went on the war

ZK-32 Walter Zent obituary

ZK 33 Zent-Kimmel House. October 1959. Unknown source.

ZK 34 Transfer from Zent to Kimmel:

Newspapers by ancestry
https://www.newspapers.com/image/566578989

The Semi-Weekly Spokesman-Review (Spokane, Washington) · Sun, Mar 25, 1917 · Page 49

Downloaded on Jul 2, 2019

BUYS HOUSE FROM JUDGE ZENT

W. L. Kimmel Acquires Home on Fourteenth Avenue for $5000.

William L. Kimmel, secretary of the Nixon-Kimmel company, last week bought from Judge W. W. Zent an eight-room modern house at W934 Fourteenth avenue for $5000. The lot is No. 18, block 4, resurvey of Cliff Park. The residence, which Mr. Kimmel will occupy, has many built-in features, hardwood floors and hot water heat. It is finished with curly fir, which Mr. Kimmel intends to replace with oak.

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/19/2019
		Clerk's File #	OPR 2019-0687
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	MARK PAPICH 625-6310	Project #	2018052
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250 - ECOLOGY AGREEMENT NO. WQC-2016-SPOKAN-00012		

Agenda Wording

Grant Agreement No. WQC-2016-Spokan-00012 with the Washington State Department of Ecology for CSO Basin 34 WSDOT Stormwater Mitigation.

Summary (Background)

The Department of Ecology has awarded the City of Spokane a grant to improve water quality in the Spokane River through the design of low impact development stormwater facilities along I-90 between the Hamilton Interchange and Havana Street. The revenue and expenses are budgeted and consistent with the 6-year Capital Program.

Fiscal Impact		Grant related? YES Public Works? YES	Budget Account
Revenue	$ 250,000.00		# 4250 98817 99999 33431 14428
Select	$		#
Select	$		#
Select	$		#

Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PW 7/13/15
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mpapich@spokanecity.org	
Additional Approvals		icmaccounting@spokanecity.org	
Purchasing		aduffey@spokanecity.org	
GRANTS &	BROWN, SKYLER	mdavis@spokanecity.org	
		sstopher@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

currently working with City Safety to establish a citywide value blanket for future purchases of these products.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
July 13, 2015

Subject:
Washington State Department of Ecology has announced 2 grant opportunities: 1) stormwater pre-construction and 2) regional permit compliance.

The State Transportation Improvement Board (TIB) also has an opportunity. SMC chapter 7.19 requires that prior to submittal all applications need Council approval.

Background:
Integrated Capital Management has identified projects that meet the funding timeline, and will be both eligible and competitive for the grants.

Preconstruction grants will fund design and projects have been identified from the draft Six Year Stormwater Program.

Grants of Regional or Statewide Significance will fund public education and outreach, training programs, technical tools, or monitoring for Phase II municipal stormwater permit management. The project listed has been discussed with the Spokane Region.

The City is planning to apply for one grant, but to support the region on other grants.

TIB grants focus on funding projects within the Six Year Comprehensive Street Program.

The attached list of projects is being presented to Council for approval prior to the July 30, 2015 application submission date.

Impact:
There is no match required for either of the Ecology grants. TIB requires a 20% match.

Action:
Recommend approval of the attached lists of proposed applications.

Funding:
The Ecology grants are funded by State capital stormwater monies. The TIB grant comes from state transportation dollars.

For further information, please contact Rick Romero, Director of Utilities Division 625-6361 or rromero@spokanecity.org.

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
July 13, 2015

Preconstruction grants (up to 10; $250k max each; $0 match)
Design completed by 3/31/2017

	Project to be Designed	Construction Year	Design Amount
1	CSO Basin 14 & 15 Green Infrastructure	2017	$250,000
2	TJ Meenach Stormwater with Levy project	2017	$80,000
3	N Monroe (Indiana to Cora) Stormwater with Street project	2018	$80,000
4	CSO Basin 25 Stormwater Separation	2017	$160,000
5	CSO Basin 34 WSDOT Stormwater Mitigation from Interstate 90	2018	$250,000
6	Cochran Biofiltration Facility at TJ Meenach		$150,000
		Total	*$970,000*

Grants of Regional Or Statewide Significance ($300k max each; $0 match)
Project completed by 3/31/2017

	Project	Lead Agency	Partners
1	Spokane River/Aquifer Branding with PCB emphasis	City of Spokane	SRTTF, Spokane County, Spokane Valley
2	k-12 Education for Eastern WA	Spokane County	Eastern Washington Permit Holders
3	Effectiveness Monitoring Program Phase 2 & 3	Spokane Valley	Eastern Washington Permit Holders
4	Mobile Contractors Education and Outreach	Ellensburg	Eastern Washington Permit Holders
5	Unvegetated Soil Mix Development and Effectiveness Study	Not identified	Eastern Washington Permit Holders
6	WA Stormwater Conference in Eastern WA	Not identified	Eastern Washington Permit Holders

For further information, please contact Rick Romero, Director of Utilities Division 625-6361 or rromero@spokanecity.org.

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
July 13, 2015

Street TIB grant possibilities:

1. Sprague Avenue from Altamont to Helena – Pavement reconstruction, streetscape and stormwater improvements.
    a. $4,000,000 to $6,000,000 request (of $9.6M available)
    b. 2016 Construction
2. Ray-Thor Street from 17th to 3rd – Pavement resurfacing
    a. $2,000,000 to $2,700,000 request
    b. 2018 Construction
3. Post Street Bridge Deck Replacement
    a. $2,000,000 to $3,500,000 request
    b. 2017 Construction
4. Downtown Sidewalk Repair/Replacement
    a. $300,000 to $600,000 request (of $840,000 available)
    b. 2017 Construction

For further information, please contact Rick Romero, Director of Utilities Division 625-6361 or rromero@spokanecity.org.

Agreement No. WQSWPC-2016-Spokan-00012

WATER QUALITY STORMWATER PRE-CONSTRUCTION GRANTS AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	CSO Basin 34 WSDOT Stormwater Mitigation from I-90
Total Cost:	$250,000.00
Total Eligible Cost:	$250,000.00
Ecology Share:	$250,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	01/01/2019
The Expiration Date of this Agreement is no later than:	12/31/2021
Project Type:	Stormwater Green Retrofit Pre-Construction Planning and Design

Project Short Description:
This project will improve water quality in the Spokane River through the design of low impact development (LID) stormwater facilities along I-90 between the Hamilton Interchange and Havana St. in the city of Spokane. The RECIPIENT will design a project to provide treatment for, at a minimum, total suspended solids (TSS) and oil.

Project Long Description:
The Spokane River runs for approximately 111 miles from Lake Coeur d'Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake. The river flows through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported large populations of salmon and currently it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 impaired waterbody for pH, polychlorinated biphenyl (PCBs), metals, and dissolved oxygen (DO). There are also two Total Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO, which are impacted by

pollutants known to be transported into surface waters by untreated stormwater.

This project includes two-miles of Interstate-90, between the Hamilton Interchange and Havana Street, in East Central Spokane. This area includes 30 acres of pollution generating impervious surface (PGIS) that currently drains into a piped WSDOT collection system and then flows into the RECIPIENT's combined sewer overflow (CSO) system. During large, intense storm events, combined sanitary and storm sewage overflows to the Spokane River without treatment.

The RECIPIENT will design a minimum of one stormwater facility using LID best management practices (BMPs) to treat and infiltrate stormwater, and minimize CSO overflows to achieve the greatest water quality benefit for the lowest cost.

Overall Goal:
This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 115528189

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Billing Contact	Kathleen Keck Accountant II 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: kkeck@spokanecity.org Phone: (509) 625-6075
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Jill Scheffer 1250 W Alder St. Union Gap, Washington 98903-0009 Email: SCHE461@ecy.wa.gov Phone: (509) 454-7298
Financial Manager	Kyler Jacobo PO Box 47600 Olympia, Washington 98504-7600 Email: JKYL461@ecy.wa.gov Phone: (360) 407-6225
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Spokane

By: _____

David A Condon Date

Mayor

SCOPE OF WORK

Task Number: 1 **Task Cost:** $0.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Marcia Davis

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $250,000.00

Task Title: Design Plans and Specs, Environmental Review

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website .

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

Task Goal Statement:
The RECIPIENT will complete all design, environmental review and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state and local laws and regulations.

Recipient Task Coordinator: Marcia Davis

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Complete ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG190513

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP Green Retrofit Incentive
Funding Type: Grant
Funding Effective Date: 01/01/2019
Funding Expiration Date: 12/31/2021

Funding Source:

Title: SFAP-2018 (Pre-Construction Grants: 2018)

Type: State
Funding Source %: 100%
Description: Funds come from the Model Toxic Control Account and State Building Construction Account. It funds projects that reduce the environmental impact of Stormwater pollution

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP Green Retrofit Incentive	Task Total
Project Administration/Management	$ 0.00
Design Plans and Specs, Environmental Review	$ 250,000.00
	Total: $ 250,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP Green Retrofit Incentive	0.00 %	$ 0.00	$ 250,000.00	$ 250,000.00
Total		**$ 0.00**	**$ 250,000.00**	**$ 250,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS
Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:
“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.
“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.
“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.
“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.
“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
“Centennial Clean Water Program” means the state program funded from various state sources.
“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.
“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.
“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.
“Effective Date” means the earliest date on which eligible costs may be incurred.
“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.
“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.
“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.
“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.
“Expiration Date” means the latest date on which eligible costs may be incurred.
“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through

such time as the loan is officially closed out and a final loan repayment schedule is issued.
“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.
“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.
“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.
“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.
“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.
“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.
“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.
“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.
“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.
“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.
“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.
“Loan Term” means the repayment period of the loan.
“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.
“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.
“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.
“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.
“Project” means the project described in this agreement.
“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.
“Project Schedule” means that schedule for the project specified in the agreement.
“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.
“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.
"Scope of Work" means the tasks and activities constituting the project.
"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.
"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.
"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.
"Termination Date" means the effective date of ECOLOGY's termination of the agreement.
"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.
"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.
"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.
"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.
"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.
"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.
The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.
A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.
B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:
a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be

delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at: http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.
A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.
B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.
To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."
C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.
D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.
A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".
B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.
D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.
"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."
Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.
1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE
G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.
H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.
I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.
The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:
1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form
A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.
C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.
D. Equivalency Projects: (For designated equivalency projects only)
1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).
E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.
F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.
G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.
H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:
(i) the execution of this agreement; or
(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.
I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.
When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment

schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the

Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from

the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment

of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a

person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.
For more suggestions visit ECOLOGY's web page, Green Purchasing,
https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.
Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.
Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/19/2019
		Clerk's File #	OPR 2019-0688
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	MARK PAPICH 625-6310	Project #	2018058
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250 - ECOLOGY AGREEMENT NO. WQC-2017-SPOKAN-00016		

Agenda Wording

Grant Agreement No. WQC-2017-Spokan-00016 with the Washington State Department of Ecology for Cochran Basin Infiltration Ponds.

Summary (Background)

The DOE has awarded the City of Spokane a grant to improve water quality in the Spokane River through installation of bioinfiltration ponds at the Down River Disc Golf Cource. The City will have a 25% match on the grant. The revenue and expenses are budgeted and consistent with the 6-year Capital Program.

Fiscal Impact		Grant related? YES Public Works? YES	Budget Account
Revenue	$ 2,512,500.00		# 4250 98817 99999 33431 99999 14427
Select	$		#
Select	$		#
Select	$		#

Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PW 9/25/17
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mpapich@spokaneciyt.org	
Additional Approvals		icmaccounting@spokanecityorg	
Purchasing		aduffey@spokanecity.org	
GRANTS &	BROWN, SKYLER	mdavis@spokanecity.org	
		sstopher@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
September 25, 2017

Subject:
Ecology grant applications for stormwater projects.

Project approval for Washington State Department of Ecology stormwater grant application; SMC chapter 7.19 requires that prior to submittal all applications need Council approval.

Background:

Integrated Capital Management has identified projects that meet the funding timeline, and will be both eligible and competitive for the grants. Stormwater Financial Assistance Program (SFAP) grants fund design and construction projects and are awarded based on the highest water quality benefit provided by the project. Each jurisdiction can be awarded up to $5 million. We are applying for more than $5 million to increase our odds of being awarded the maximum amount. The suggested projects listed below have been identified from the Six Year Stormwater Program.

Ecology FY2019 SFAP Grant Funding			
Project	**Funding Request**		**Construction Year**
Cochran Basin Disc Golf Ponds	$	3,250,000	2020-2023
Cochran Basin River Bioinfiltration Channel	$	2,000,000	2020
South Gorge Trail Stormwater Project	$	1,970,000	2019
TOTAL	**$**	**7,220,000**	

Impact:
There is a 25% match required for the Ecology grants. The maximum funding through this program is $5 Million per jurisdiction.

Action:
The purpose of this briefing is for information and discussion. No action is required.

Funding:
The Ecology grants are funded by State capital stormwater monies and depend upon legislative approval. The available funding and approved capital budget has been highly variable since the SFAP began in 2014.

For further information, please contact Scott Simmons, Director of Public Works 625-6584 or smsimmons@spokanecity.org.

Agreement No. WQC-2017-Spokan-00016

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Cochran Basin Infiltration Ponds
Total Cost:	$14,000,000.00
Total Eligible Cost:	$3,350,000.00
Ecology Share:	$2,512,500.00
Recipient Share:	$837,500.00
The Effective Date of this Agreement is:	01/01/2019
The Expiration Date of this Agreement is no later than:	12/31/2023
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Spokane River through installation of bioinfiltration ponds at Down River Disc Golf Course in the City of Spokane. This project will provide treatment for total suspended solids (TSS), and oil (Total Petroleum Hydrocarbons). This project will also reduce the volume of stormwater that enters the Spokane River by increasing stormwater infiltration and detention.

Project Long Description:

The Spokane River runs for approximately 111 miles from Lake Coeur d'Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake. The river flows through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported large populations of salmon and currently it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 impaired waterbody for pH, polychlorinated biphenyl (PCBs), metals, and dissolved oxygen (DO). There are also

two Total Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO, which are impacted by pollutants known to be transported into surface waters by untreated stormwater.

This project will treat and manage stormwater from approximately 350 acres of pollution generating impervious surface (PGIS) from the Cochran Basin (5,328 acres) the largest basin in the RECIPIENT's municipal separate storm sewer system (MS4). Stormwater from this basin discharges directly to the Spokane River without treatment.

The RECIPIENT will install a 4.3 acre bioinfiltration facility at the Downriver Disc Golf Course on a plateau adjecent to the Spokane River.

The RECIPIENT chose this project because it is the lowest cost option per pound of pollutant removed of all the alternatives they considered. This project will treat stormwater for total suspended solids, and oils, and will reduce the volume of stormwater that enters the Spokane River by increasing stormwater infiltration and detention.

Overall Goal:
This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 115528189

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Billing Contact	Kevan Brooks Accountant II 808 W Spokane Falls Blvd, Spokane, Washington 99201 Email: kbrooks@spokanecity.org Phone: (509) 625-6045
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Brandy Reynecke 4601 N Monroe Street Spokane, Washington 99205-1295 Email: brey461@ecy.wa.gov Phone: (509) 329-3421
Financial Manager	Kyler Jacobo PO Box 47600 Olympia, Washington 98504-7600 Email: JKYL461@ecy.wa.gov Phone: (360) 407-6225
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Spokane

By: _____

David A Condon Date

Mayor

SCOPE OF WORK

Task Number: 1 **Task Cost:** $0.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $268,000.00

Task Title: Design Plans and Specs, Environmental Review

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload a digital copy of the items listed below to EAGL for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will upload a digital copy of the Final Bid Package to EAGL for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:
The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Mark Papich

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload one copy of the Design Report to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload one copy of the 90-Percent Design Package to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $402,000.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.

Prior to execution, the RECIPIENT will submit in writing any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance for payment. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation. ECOLOGY must review all other change orders for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.

E. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.

F. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:

1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide

ECOLOGY with all requested project documentation.

Task Expected Outcome:
Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Mark Papich

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $2,680,000.00

Task Title: Construction

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of a bioinfiltration pond to mitigate runoff from 350 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Appendix M of the funding guidelines for State Fiscal Year 2018 Combined Water Quality Financial Assistance Program or other ECOLOGY-accepted method.

Task Goal Statement:

Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:

Constructed project will provide water quality benefits including reductions in total suspended solids and oil.

Recipient Task Coordinator: Mark Papich

Construction

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG190460

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP
Funding Type: Grant
Funding Effective Date: 01/01/2019
Funding Expiration Date: 12/31/2023

Funding Source:

Title: SFAP - SFY17

Type: State
Funding Source %: 100%
Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	$ 0.00
Design Plans and Specs, Environmental Review	$ 268,000.00
Construction Management	$ 402,000.00
Construction	$ 2,680,000.00
	Total: $ 3,350,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	$ 837,500.00	$ 2,512,500.00	$ 3,350,000.00
Total		**$ 837,500.00**	**$ 2,512,500.00**	**$ 3,350,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially
closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit,
and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

"Loan" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

"Loan Amount" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

"Loan Fund" means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

"Loan Security" means the mechanism by which the RECIPIENT pledges to repay the loan.

"Loan Term" means the repayment period of the loan.

"Maintenance and Operation Expense" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

"Net Revenue" means the Gross Revenue less the Maintenance and Operation Expense.

"Original Engineer's Estimate" means the engineer's estimate of construction costs included with bid documents.

"Principal and Interest Account" means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

"Project" means the project described in this agreement.

"Project Completion Date" means the date specified in the agreement on which the Scope of Work will be fully completed.

"Project Schedule" means that schedule for the project specified in the agreement.

"Reserve Account" means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Revenue-Secured Debt" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

"Scope of Work" means the tasks and activities constituting the project.

"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the

claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural Resources: The RECIPIENT shall:
1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology's Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available upon request by any party. The IDP must be readily available and be implemented to address any discovery. The RECIPIENT shall implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives, if human remains, cultural, or archeological resources are discovered in the course of ground disturbing activities. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at: http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND ONLY CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. Clean Water Act Section 319 Initial Data Reporting Sheet or the "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology's Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on pollutant load reductions for each best management practice (BMP) installed as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension

cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submissions, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

C. Archaeological Resources and Historic Properties (Section 106): See Section 2.C of the terms and conditions of this agreement, the RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

D. Consultant Cap: The RECIPIENT shall ensure that loan or grant funds provided under this agreement to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. The Executive Schedule can be found at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9 for additional information.

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that the organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts

whenever procuring construction, equipment, services and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, and State and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or

policy, this agreement may be rescinded, canceled, or terminated in whole or in part, and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Opinion of RECIPIENT's Legal Council
2. Authorizing Ordinance or Resolution
3. Federal Funding Accountability and Transparency Act (FFATA) Form
4. CWSRF Federal Reporting Information form available in EAGL
5. Fiscal Sustainability Plan Certification (only required if the project includes construction of a wastewater or stormwater facility construction)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

E. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

F. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT's ability to meet the obligations of this agreement.

G. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and with policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments semiannually over the term of this loan "Loan Term" as outlined in this agreement.

I. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all of the other agreements and obligations on its part contained herein shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.
In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.
If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments
1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a formal amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

J. Loan Security
Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.
Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the loan Fund and used to pay the principal of and interest on the loan. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

K. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

L. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement shall be signed. ECOLOGY will provide the form.

M. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

N. Litigation; Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

O. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the

RECIPIENT which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

P. Sale or Disposition of Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the Utility or any real or personal property comprising a part of the Utility unless:

1. The facilities or property transferred are not material to the operation of the Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility or are no longer necessary, material, or useful to the operation of the Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.
The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

Q. Sewer-Use Ordinance or Resolution: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
2) Prohibit inflow of stormwater.
3) Require that new sewers and connections be properly designed and constructed.

R. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment)

acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

S. User-Charge System: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

WATER QUALITY COMBINED FINANCIAL ASSISTANCE TERMS AND CONDITIONS LAST UPDATED ON 10/04/2016

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the

RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.
For more suggestions visit ECOLOGY's web page, Green Purchasing,
https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.
Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.
Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/15/2019
		Clerk's File #	OPR 2019-0689
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	MARK PAPICH 625-6310	Project #	2017178
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250 - ECOLOGY AGREEMENT NO. WQC-2018-SPOKAN-00190		

Agenda Wording

Grant Agreement No. WQC-2018-Spokan-00190 with the Washington State Department of Ecology for Monroe Street Stormwater Improvements.

Summary (Background)

The Department of Ecology has awarded the City of Spokane a grant to improve water quality in the Spokane River through installation of bioretention swales and Silva Cells with bioretention soil media on side streets adjacent to Monroe Street from Shannon Avenue to Cleveland Avenue.The City will have a 30% match on the grant. The revenue and expenses are budgeted and consistent with the 6-year Capital Program.

Fiscal Impact		Grant related? YES Public Works? YES	Budget Account
Revenue	$ 1,751,750.00		# 4250 98817 99999 33431 14357
Select	$		#
Select	$		#
Select	$		#

Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PW - 9/12/16
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mpapich@spokanecity.org	
Additional Approvals		icmaccounting@spokanecity.org	
Purchasing		aduffey@spokanecity.org	
GRANTS &	BROWN, SKYLER	sstopher@spokanecity.org	
		mdavis@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
September 12, 2016

Subject:
Ecology grant applications for stormwater projects.

Project approval for Washington State Department of Ecology stormwater grant application; SMC chapter 7.19 requires that prior to submittal all applications need Council approval.

Background:

Integrated Capital Management has identified projects that meet the funding timeline, and will be both eligible and competitive for the grants. Stormwater Financial Assistance Program (SFAP) grants will fund design and construction projects. The suggested projects listed below have been identified from the draft Six Year Stormwater Program.

SFAP 2018 Grants

Project	Construction Year	Grant Amount
Erie Stormwater Facility	2018	$ 1,300,000
CSO Basins 14&15 Green Infrastructure	2017	$ 1,000,000
CSO Basin 25 Stormwater Separation	2017	$ 1,250,000
N Monroe (Indiana to Cora) Stormwater	2018	$ 1,380,000
TOTAL		**$ 5,930,000**

The attached list of projects is being presented to Council for approval prior to the October 21, 2016 application submission date.

Impact:
There is a 25% match required for the Ecology grants. The maximum funding through this program is $5 Million per jurisdiction.

Action:
Recommend approval of the attached lists of proposed applications.

Funding:
The Ecology grants are funded by State capital stormwater monies.

For further information, please contact Scott Simmons, Director of Public Works 625-6584 or smsimmons@spokanecity.org.

DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. WQC-2018-Spokan-00190

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Monroe Street Stormwater Improvement
Total Cost:	$2,275,000.00
Total Eligible Cost:	$2,275,000.00
Ecology Share:	$1,751,750.00
Recipient Share:	$523,250.00
The Effective Date of this Agreement is:	07/01/2018
The Expiration Date of this Agreement is no later than:	12/31/2022
Project Type:	Stormwater Facility

Project Short Description:
This project will improve water quality in the Spokane River through installation of bioretention swales and Silva Cells with bioretention soil media (BSM) on side streets adjacent to Monroe St. from Shannon Ave. to Cleveland Ave. in the City of Spokane. This project will provide treatment for total suspended solids (TSS), and oil (Total Petroleum Hydrocarbons).

Project Long Description:
The Spokane River runs for approximately 111 miles from Lake Coeur d'Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake and flows through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported populations of salmon and currently, it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 (303(d) list) impaired waterbody for pH, PCBs, metals, and dissolved oxygen (DO). There are also two Total

Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO, which are impacted by pollutants known to be transported into surface waters by untreated stormwater.

The Monroe Street Stormwater Improvement project is located in the Washington municipal separate storm sewer system (MS4) basin. Stormwater in the basin currently discharges directly to the Spokane River via an outfall pipe west of the Washington St. bridge, about one mile southeast of the project area. Land use in this area is mixed and includes restaurants, bars, coffee shops, vintage/antique shops, gas stations, car repair shops, and residential neighborhoods. Stormwater is currently collected in catch basins and conveyed to the outfall without treatment.

In 2018 the RECIPIENT completed a pavement preservation and Monroe Street Corridor improvement project that included stubbing out pipes from catch basins on Monroe St. to east-west side streets from Cleveland Ave. to Shannon Ave. These stubbed out pipes will allow existing catch basins to connect to future stormwater treatment systems. Due to schedule constraints, the RECIPIENT was not able to construct the stormwater treatment systems with the corridor improvement project.

The RECIPIENT will install bioretention swales and Silva Cells with bioretention soil media and connect them to stubbed out piped from catch basins on Monroe St. to treat stormwater from 11.4 acres of pollution generating impervious surfaces. The RECIPENT will select specific BMPs dependent upon site conditions. The BMPs will be located on the adjacent east-west side streets to treat stormwater from Monroe St. and adjacent side streets. This project will reduce TSS, oils, and dissolved copper and zinc in the Spokane River.

Overall Goal:
This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 115528189

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Billing Contact	Kevan Brooks Accountant II 808 W Spokane Falls Blvd, Spokane, Washington 99201 Email: kbrooks@spokanecity.org Phone: (509) 625-6045
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Brandy Reynecke 4601 N Monroe Street Spokane, Washington 99205-1295 Email: brey461@ecy.wa.gov Phone: (509) 329-3421
Financial Manager	Kyler Jacobo PO Box 47600 Olympia, Washington 98504-7600 Email: JKYL461@ecy.wa.gov Phone: (360) 407-6225
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Spokane

By: _____

David A Condon Date

Mayor

SCOPE OF WORK

Task Number: 1 **Task Cost:** $0.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $182,000.00

Task Title: Design, Plans and Specs, Environmental Review

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload a digital copy of the items listed below to EAGL for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will upload a digital copy of the Final Bid Package to EAGL for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:
The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Mark Papich

Design, Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload one copy of the Design Report to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload one copy of the 90-Percent Design Package to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $0.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.

Prior to execution, the RECIPIENT will submit in writing any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance for payment. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation. ECOLOGY must review all other change orders for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.

E. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.

F. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:

1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide

ECOLOGY with all requested project documentation.

Task Expected Outcome:
Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Mark Papich

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $2,093,000.00

Task Title: Construction

Task Description:
A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications, complete construction of the project. The construction project will include installation of bioretention and/or proprietary devices to mitigate runoff from 6 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in Appendix M of the funding guidelines for State Fiscal Year 2018 Combined Water Quality Financial Assistance Program or other ECOLOGY-accepted method.

Task Goal Statement:
Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:
Constructed project will provide water quality benefits including reductions in total suspended solids, oil, and dissolved copper and zinc.

Recipient Task Coordinator: Mark Papich

Construction

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG190434

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Stormwater Financial Assistance Program (SF Funding Type: Grant
Funding Effective Date: 07/01/2018 Funding Expiration Date: 12/31/2022

Funding Source:

Title: SFAP-SFY18

Type: State
Funding Source %: 100%
Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Stormwater Financial Assistance Program (SFAP)	Task Total
Project Administration/Management	$ 0.00
Construction Management	$ 0.00
Construction	$ 2,093,000.00
	Total: $ 2,093,000.00

BUDGET

Funding Distribution EG190435

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP Green Retrofit Incentive
Funding Type: Grant
Funding Effective Date: 07/01/2018
Funding Expiration Date: 12/31/2022

Funding Source:

Title: SFAP-SFY18

Type: State
Funding Source %: 100%
Description: Environmental Legacy Stewardship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP Green Retrofit Incentive	Task Total
Design, Plans and Specs, Environmental Review	$ 182,000.00
	Total: $ 182,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP Green Retrofit Incentive	0.00 %	$ 0.00	$ 182,000.00	$ 182,000.00
Stormwater Financial Assistance Program (SFAP)	25.00 %	$ 523,250.00	$ 1,569,750.00	$ 2,093,000.00
Total		**$ 523,250.00**	**$ 1,751,750.00**	**$ 2,275,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water

quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1)

above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at: http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved

construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law

91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers

and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the

RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not

affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on

defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in

whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT’s sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan

repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

"CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.
For more suggestions visit ECOLOGY's web page, Green Purchasing,
https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.
Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.
Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/15/2019
		Clerk's File #	OPR 2019-0690
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	MARK PAPICH 6256310	Project #	2018059
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250 - ECOLOGY AGREEMENT NO. WQC-2019-SPOKAN-00148		

Agenda Wording

Grant agreement No. WQC-2019-Spokan-00148 with the Washington State Department of Ecology (DOE) for the TJ Meenach Water Quality Improvements.

Summary (Background)

The DOE has awarded the City of Spokane a grant to improve water quality in the Spokane River through installation of a bioretention swale with storage and infiltration at the northwest corner of the TJ Meenach Bridge. The City will have a 25% match on the grant. The revenue and expenses are budgeted and consistent with the 6-year Capital Program.

Fiscal Impact	Grant related? YES Public Works? YES	Budget Account
Revenue	$ 4,159,615.00	# 4250 98817 99999 33431 1440
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PW 9/25/17
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mpapich@spokanecity.org	
Additional Approvals		icmaccounting@spokanecity.org	
Purchasing		aduffey@spokanecity.org	
GRANTS &	BROWN, SKYLER	sstopher@spokanecity.org	
		mdavis@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
September 25, 2017

Subject:
Ecology grant applications for stormwater projects.

Project approval for Washington State Department of Ecology stormwater grant application; SMC chapter 7.19 requires that prior to submittal all applications need Council approval.

Background:

Integrated Capital Management has identified projects that meet the funding timeline, and will be both eligible and competitive for the grants. Stormwater Financial Assistance Program (SFAP) grants fund design and construction projects and are awarded based on the highest water quality benefit provided by the project. Each jurisdiction can be awarded up to $5 million. We are applying for more than $5 million to increase our odds of being awarded the maximum amount. The suggested projects listed below have been identified from the Six Year Stormwater Program.

Ecology FY2019 SFAP Grant Funding			
Project	**Funding Request**		**Construction Year**
Cochran Basin Disc Golf Ponds	$	3,250,000	2020-2023
Cochran Basin River Bioinfiltration Channel	$	2,000,000	2020
South Gorge Trail Stormwater Project	$	1,970,000	2019
TOTAL	**$**	**7,220,000**	

Impact:
There is a 25% match required for the Ecology grants. The maximum funding through this program is $5 Million per jurisdiction.

Action:
The purpose of this briefing is for information and discussion. No action is required.

Funding:
The Ecology grants are funded by State capital stormwater monies and depend upon legislative approval. The available funding and approved capital budget has been highly variable since the SFAP began in 2014.

For further information, please contact Scott Simmons, Director of Public Works 625-6584 or smsimmons@spokanecity.org.

DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. WQC-2019-Spokan-00148

WATER QUALITY COMBINED FINANCIAL ASSISTANCE 2019 AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	TJ Meenach Water Quality Improvements
Total Cost:	$11,953,202.00
Total Eligible Cost:	$5,546,153.33
Ecology Share:	$4,159,615.00
Recipient Share:	$1,386,538.33
The Effective Date of this Agreement is:	07/01/2018
The Expiration Date of this Agreement is no later than:	04/30/2023
Project Type:	Stormwater Facility

Project Short Description:
This project will improve water quality in the Spokane River through installation of a bioretention swale with storage and infiltration at the northwest corner of the TJ Meenach Bridge in the City of Spokane. This project will provide treatment for total suspended solids (TSS), and oil (Total Petroleum Hydrocarbons), and will also reduce the volume of stormwater that enters the Spokane River by increasing stormwater infiltration and stormwater detention.

Project Long Description:
The Spokane River flows for approximately 111 miles from Lake Coeur d'Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake and flows through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported large populations of salmon and currently, it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 (303(d) list) impaired waterbody for pH, polychlorinated biphenyls (PCBs), metals, and dissolved oxygen (DO).

There are also two Total Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO, which are impacted by pollutants known to be transported into surface waters by untreated stormwater.

This project will treat and manage stormwater from approximately 130 acres of the 496 acres of pollution generating impervious surface (PGIS) from the Cochran Basin (5,328 acres), the largest basin in the RECIPIENT's municipal separate storm sewer system (MS4). Land use in the basin is primarily commercial and residential. Stormwater from Cochran Basin currently discharges directly to the Spokane River without treatment via outfall pipes. The project site is approximately 1.4 acres and is located on a relatively flat, natural area on the northwest corner of the TJ Meenach Bridge adjacent to the Spokane River.

The RECIPIENT will install a bioretention swale followed by storage and infiltration. Treated stormwater will be discharged subsurface, through either a gravel gallery or shallow drywell. The RECIPIENT will register all underground injection control (UIC) facilities with Ecology in accordance with the UIC requirements.

The RECIPIENT chose this project because it provided the lowest cost per pound of pollutant removed of all the alternatives they considered. This project will treat stormwater for total suspended solids, and oils, and will reduce the volume of stormwater that enters the Spokane River by increasing stormwater infiltration and detention.

Overall Goal:
This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 115528189

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Billing Contact	Lauren Berry Accountant 808 W. Spokane Falls Blvd Spokane, Washington 99201 Email: lberry@spokanecity.org Phone: (509) 625-6042
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Brandy Reynecke 4601 N Monroe Street Spokane, Washington 99205-1295 Email: brey461@ecy.wa.gov Phone: (509) 329-3421
Financial Manager	Kyler Jacobo PO Box 47600 Olympia, Washington 98504-7600 Email: JKYL461@ecy.wa.gov Phone: (360) 407-6225
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Spokane

By: _____

David A Condon Date

Mayor

SCOPE OF WORK

Task Number: 1 **Task Cost:** $0.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $300,000.00

Task Title: Design Plans and Specs, Environmental Review

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

4. Submit paperwork to Ecology to register the UIC facilities constructed in this project

Task Goal Statement:
The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Mark Papich

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.13	Submit paperwork to Ecology to register the UIC facilities constructed in this project	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $500,000.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.

E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance for payment. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation. ECOLOGY must review all other change orders for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.

F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.

G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:

1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide

ECOLOGY with all requested project documentation.

Task Expected Outcome:
Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Mark Papich

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $4,746,153.33

Task Title: Construction

Task Description:
A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of biofiltration swales and StormTech infiltration chambers to mitigate runoff from 47 acres of pollution generating impervious surfaces.

B. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Combined Water Quality Financial Assistance Program Funding Guidelines or other ECOLOGY-accepted method.

Task Goal Statement:
Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:
Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), and oil (Total Petroleum Hydrocarbons), and will reduce the volume of stormwater that enters the Spokane River by increasing stormwater infiltration and stormwater detention

Recipient Task Coordinator: Mark Papich

Construction

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG190459

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP
Funding Type: Grant
Funding Effective Date: 07/01/2018
Funding Expiration Date: 04/30/2023

Funding Source:

Title: SFAP-SFY19

Type: State
Funding Source %: 100%
Description: Environmental Legacy Stewarship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	$ 0.00
Design Plans and Specs, Environmental Review	$ 300,000.00
Construction Management	$ 500,000.00
Construction	$ 4,746,153.33
	Total: $ 5,546,153.33

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	$ 1,386,538.33	$ 4,159,615.00	$ 5,546,153.33
Total		**$ 1,386,538.33**	**$ 4,159,615.00**	**$ 5,546,153.33**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS
Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:
“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.
“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.
“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.
“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.
“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
“Centennial Clean Water Program” means the state program funded from various state sources.
“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.
“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.
“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.
“Effective Date” means the earliest date on which eligible costs may be incurred.
“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.
“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.
“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.
“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.
“Expiration Date” means the latest date on which eligible costs may be incurred.
“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through

such time as the loan is officially closed out and a final loan repayment schedule is issued.
“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.
“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.
“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.
“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.
“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.
“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.
“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.
“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.
“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.
“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.
“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.
“Loan Term” means the repayment period of the loan.
“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.
“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.
“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.
“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.
“Project” means the project described in this agreement.
“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.
“Project Schedule” means that schedule for the project specified in the agreement.
“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.
“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.
"Scope of Work" means the tasks and activities constituting the project.
"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.
"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.
"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.
"Termination Date" means the effective date of ECOLOGY's termination of the agreement.
"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.
"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.
"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.
"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.
"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.
"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.
The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.
A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.
B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:
a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be

delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at: http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.
A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.
B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.
To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."
C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.
D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.
A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".
B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.
D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.
"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."
Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.
1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE
G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.
H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.
I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.
The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:
1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form
A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.
C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.
D. Equivalency Projects: (For designated equivalency projects only)
1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).
E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.
F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.
G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.
H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:
(i) the execution of this agreement; or
(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.
I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.
When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment

schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611
Olympia WA 98504-7611
In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.
No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.
2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.
K. Loan Security
Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.
Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.
Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.
Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.
Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.
Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.
L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.
M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.
N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the

Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from

the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment

of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a

person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT’s communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY’s review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY’s logo shall comply with ECOLOGY’s graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY’s logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY’s provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.
For more suggestions visit ECOLOGY's web page, Green Purchasing,
https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.
Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.
Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/19/2019
		Clerk's File #	OPR 2019-0691
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	MARK PAPICH 625-6310	Project #	2018111
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250 - ECOLOGY AGREEMENT NO. WQC-2019-SPOKAN-00154		

Agenda Wording

Grant Agreement No. WQC-2019-Spokan-00154 with the Washington State Department of Ecology for CSO Basin 22 and Adjacent MS4 Separation.

Summary (Background)

The DOE has awarded the City of Spokane a grant to improve water quality in the Spokane River through soil cells with bioretention soil media, and bioretention cells in the Peaceful Valley neighborhood. The City will have a 25% match on the grant. The revenue and expenses are budgeted and consistent with the 6-year Capital Program.

Fiscal Impact		Grant related? YES Public Works? YES	Budget Account
Revenue	$ 840,385.00		# 4250 98817 99999 33431 14420
Select	$		#
Select	$		#
Select	$		#

Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PW 9/25/17
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mpapich@spokanecity.org	
Additional Approvals		icmaccounting@spokanecity.org	
Purchasing		aduffey@spokanecity.org	
GRANTS &	BROWN, SKYLER	mdavis@spokanecity.org	
		sstopher@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
September 25, 2017

Subject:
Ecology grant applications for stormwater projects.

Project approval for Washington State Department of Ecology stormwater grant application; SMC chapter 7.19 requires that prior to submittal all applications need Council approval.

Background:

Integrated Capital Management has identified projects that meet the funding timeline, and will be both eligible and competitive for the grants. Stormwater Financial Assistance Program (SFAP) grants fund design and construction projects and are awarded based on the highest water quality benefit provided by the project. Each jurisdiction can be awarded up to $5 million. We are applying for more than $5 million to increase our odds of being awarded the maximum amount. The suggested projects listed below have been identified from the Six Year Stormwater Program.

Ecology FY2019 SFAP Grant Funding			
Project	**Funding Request**		**Construction Year**
Cochran Basin Disc Golf Ponds	$	3,250,000	2020-2023
Cochran Basin River Bioinfiltration Channel	$	2,000,000	2020
South Gorge Trail Stormwater Project	$	1,970,000	2019
TOTAL	**$**	**7,220,000**	

Impact:
There is a 25% match required for the Ecology grants. The maximum funding through this program is $5 Million per jurisdiction.

Action:
The purpose of this briefing is for information and discussion. No action is required.

Funding:
The Ecology grants are funded by State capital stormwater monies and depend upon legislative approval. The available funding and approved capital budget has been highly variable since the SFAP began in 2014.

For further information, please contact Scott Simmons, Director of Public Works 625-6584 or smsimmons@spokanecity.org.

DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. WQC-2019-Spokan-00154

WATER QUALITY COMBINED FINANCIAL ASSISTANCE 2019 AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	CSO Basin 22 and Adjacent MS4 Separation
Total Cost:	$1,120,513.33
Total Eligible Cost:	$1,120,513.33
Ecology Share:	$840,385.00
Recipient Share:	$280,128.33
The Effective Date of this Agreement is:	07/01/2018
The Expiration Date of this Agreement is no later than:	12/31/2022
Project Type:	Stormwater Facility

Project Short Description:
This project will improve water quality in the Spokane River through soil cells with bioretention soil media, and bioretention cells in the Peaceful Valley neighborhood in the City of Spokane. This project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), and dissolved copper and zinc, and will reduce the volume of stormwater that reaches the Spokane River by increasing stormwater infiltration.

Project Long Description:
The Spokane River flows for approximately 111 miles from Lake Coeur d'Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake and flows through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported large populations of salmon and currently, it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 (303(d) list) impaired waterbody for pH, PCBs, metals, and dissolved oxygen (DO). There are also two Total

Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO, which are impacted by pollutants known to be transported into
surface waters by untreated stormwater.

The RECIPIENT has an extensive combined storm and sanitary sewer (CSO) system that discharges combined sewer overflows directly to the Spokane River during large storm events. This project, located in the historic Peaceful Valley neighborhood, has three CSO basins and three MS4 basins. The neighborhood is adjacent to Spokane River on the south bank, and separated from the rest of the city by steep hills. Peaceful Valley is one of the oldest historic neighborhoods in Spokane; it has narrow streets and rights-of-way, variable subsurface geology, seasonal groundwater, drain tiles connected to the CSO systems, and single family homes with stacked rock (without mortar) basements that are prone to flooding.

The pollution generating impervious surfaces (PGIS) treated by this project will include 1.54 acres of the CSO 22 basin, and 1.38 acres from the adjacent MS4 basin. The total treatment area of the two basins is 2.92 acres. The RECIPIENT will use both Silva Cells with bioretention soil media, and bioretention swales to treat stormwater for TSS, oil, and dissolved copper and zinc. This project will also and reduce the volume of stormwater that enters the Spokane River by increasing infiltration.

Overall Goal:
This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 115528189

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Billing Contact	Lauren Berry Accountant 808 W. Spokane Falls Blvd Spokane, Washington 99201 Email: lberry@spokanecity.org Phone: (509) 625-6042
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Jill Scheffer 1250 W Alder St. Union Gap, Washington 98903-0009 Email: SCHE461@ecy.wa.gov Phone: (509) 454-7298
Financial Manager	Kyler Jacobo PO Box 47600 Olympia, Washington 98504-7600 Email: JKYL461@ecy.wa.gov Phone: (360) 407-6225
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Spokane

By: _____

David A Condon Date

Mayor

SCOPE OF WORK

Task Number: 1 **Task Cost:** $0.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $109,070.00

Task Title: Design Plans and Specs, Environmental Review

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:
The RECIPIENT will complete all design, environmental review, and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state, and local laws and regulations.

Recipient Task Coordinator: Mark Papich

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Submit ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $130,884.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed construction quality assurance plan to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit an updated project schedule with projected cash flow to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, The RECIPIENT must submit revised cash flow projections to ECOLOGY.

E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that are a significant deviation from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance for payment. ECOLOGY must review and accept all change orders that impact grant eligible activities prior to implementation. ECOLOGY must review all other change orders for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.

F. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance (O&M) plan for all Water Quality Best Management Practices to ECOLOGY for review. The O&M plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The O&M plan must also address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual.

G. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:

1. A Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

2. GIS compatible project area in Shapefile, Geodatabase file, or ECOLOGY-Approved Equivalent. The project area should include features for treatment facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide

ECOLOGY with all requested project documentation.

Task Expected Outcome:
Project will be constructed on schedule and in accordance with accepted plans.

Recipient Task Coordinator: Mark Papich

Construction Management

Deliverables

Number	Description	Due Date
3.1	Construction Quality Assurance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Project Schedule. Upload to EAGL using naming convention D3.3 SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.4	Revised cash flow estimates when changes in construction schedule occur. Upload to EAGL using naming convention D3.4 CASHFLOW MO-DA-YEAR and notify ECOLOGY when upload is complete.	
3.5	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Copy of Facility Operation and Maintenance Plan. Submit to ECOLOGY for review and acceptance. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Project Area Shapefile, Geodatabase file, or ECOLOGY-approved Equivalent. The project area should include features for treatment facilities and contributing areas. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $880,559.33

Task Title: Construction

Task Description:
The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of permeable pavement and Silva Cells with bioretention soil media to mitigate runoff from 2.92 acres of pollution generating impervious surfaces.

A. Calculate and submit an equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Combined Water Quality Financial Assistance Program Funding Guidelines or other ECOLOGY-accepted method.

Task Goal Statement:
Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:
Constructed project will provide water quality benefits including reductions in TSS, oil, and dissolved copper and zinc.

Recipient Task Coordinator: Mark Papich

Construction

Deliverables

Number	Description	Due Date
4.1	Copy of the contract documents (e.g. bid announcement, bid award and bid tabulations). Upload to EAGL and notify ECOLOGY when upload is complete.	
4.2	Copy of signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Construction progress reports and photos included in progress reports uploaded to EAGL.	
4.4	Completed equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG190511

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP
Funding Type: Grant
Funding Effective Date: 07/01/2018
Funding Expiration Date: 12/31/2022

Funding Source:

Title: SFAP-SFY19

Type: State
Funding Source %: 100%
Description: Environmental Legacy Stewarship Account (ELSA) - State

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Project Administration/Management	$ 0.00
Design Plans and Specs, Environmental Review	$ 109,070.00
Construction Management	$ 130,884.00
Construction	$ 880,559.33
	Total: $ 1,120,513.33

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	$ 280,128.33	$ 840,385.00	$ 1,120,513.33
Total		**$ 280,128.33**	**$ 840,385.00**	**$ 1,120,513.33**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS
Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:
“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.
“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.
“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.
“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.
“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
“Centennial Clean Water Program” means the state program funded from various state sources.
“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.
“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.
“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.
“Effective Date” means the earliest date on which eligible costs may be incurred.
“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.
“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.
“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.
“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.
“Expiration Date” means the latest date on which eligible costs may be incurred.
“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through

such time as the loan is officially closed out and a final loan repayment schedule is issued.
“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.
“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.
“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.
“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.
“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.
“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.
“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.
“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.
“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.
“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.
“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.
“Loan Term” means the repayment period of the loan.
“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.
“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.
“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.
“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.
“Project” means the project described in this agreement.
“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.
“Project Schedule” means that schedule for the project specified in the agreement.
“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.
“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.
"Scope of Work" means the tasks and activities constituting the project.
"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.
"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.
"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.
"Termination Date" means the effective date of ECOLOGY's termination of the agreement.
"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.
"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.
"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.
"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.
"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.
"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.
The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.
A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.
B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:
a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be

delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at: http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.
A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.
B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.
To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."
C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.
D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.
A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".
B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.
D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.
"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."
Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.
1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE
G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.
H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.
I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.
The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:
1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form
A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.
C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.
D. Equivalency Projects: (For designated equivalency projects only)
1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).
E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.
F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.
G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.
H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:
(i) the execution of this agreement; or
(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.
I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.
When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment

schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the

Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from

the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment

of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a

person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT’s communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY’s review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY’s logo shall comply with ECOLOGY’s graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY’s logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY’s provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.
For more suggestions visit ECOLOGY's web page, Green Purchasing,
https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.
Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.
Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/19/2019
		Clerk's File #	OPR 2019-0692
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	MARK PAPICH 625-6310	Project #	2018059
Contact E-Mail	MPAPICH@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250 - ECOLOGY GRANT AGREEMENT NO. WQSWPC-2016-SPOKAN-00010		

Agenda Wording

Grant Agreement No. WQSWPC-2016-Spokan-00010 with the Washington State Department of Ecology for TJ Meenach Stormwater Levy Project.

Summary (Background)

The Department of Ecology has awarded the City of Spokane a grant to improve water quality in the Spokane River through the design of Low Impace Development facilities at TJ Meenach Drive. The Revenue and expenses are budgeted and consistent with the 6-year Capital Program.

Fiscal Impact		Grant related? YES Public Works? YES	Budget Account
Revenue	$ 80,000		# 4250 98817 99999 33431 14400
Select	$		#
Select	$		#
Select	$		#

Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PW 9/25/17
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	PICCOLO, MIKE	eraea@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	mpapich@spokanecity.org	
Additional Approvals		icmaccounting@spokanecity.org	
Purchasing		mdavis@spokanecity.org	
GRANTS &	BROWN, SKYLER	aduffey@spokanecity.org	
		sstopher@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
September 25, 2017

Subject:
Ecology grant applications for stormwater projects.

Project approval for Washington State Department of Ecology stormwater grant application; SMC chapter 7.19 requires that prior to submittal all applications need Council approval.

Background:

Integrated Capital Management has identified projects that meet the funding timeline, and will be both eligible and competitive for the grants. Stormwater Financial Assistance Program (SFAP) grants fund design and construction projects and are awarded based on the highest water quality benefit provided by the project. Each jurisdiction can be awarded up to $5 million. We are applying for more than $5 million to increase our odds of being awarded the maximum amount. The suggested projects listed below have been identified from the Six Year Stormwater Program.

Ecology FY2019 SFAP Grant Funding			
Project	**Funding Request**		**Construction Year**
Cochran Basin Disc Golf Ponds	$	3,250,000	2020-2023
Cochran Basin River Bioinfiltration Channel	$	2,000,000	2020
South Gorge Trail Stormwater Project	$	1,970,000	2019
TOTAL	**$**	**7,220,000**	

Impact:
There is a 25% match required for the Ecology grants. The maximum funding through this program is $5 Million per jurisdiction.

Action:
The purpose of this briefing is for information and discussion. No action is required.

Funding:
The Ecology grants are funded by State capital stormwater monies and depend upon legislative approval. The available funding and approved capital budget has been highly variable since the SFAP began in 2014.

For further information, please contact Scott Simmons, Director of Public Works 625-6584 or smsimmons@spokanecity.org.

Agreement No. WQSWPC-2016-Spokan-00010

WATER QUALITY STORMWATER PRE-CONSTRUCTION GRANTS AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Spokane, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	TJ Meenach Stormwater with Levy Project
Total Cost:	$80,000.00
Total Eligible Cost:	$80,000.00
Ecology Share:	$80,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	01/01/2019
The Expiration Date of this Agreement is no later than:	12/31/2021
Project Type:	Stormwater Green Retrofit Pre-Construction Planning and Design

Project Short Description:
This project will improve water quality in the Spokane River through the design of Low Impact Development (LID) facilities at TJ Meenach Drive in the city of Spokane. This project will provide treatment for Total Suspended Solids (TSS), Dissolved Copper, and Dissolved Zinc, and will reduce Total Phosphorus loading and flows to the Spokane River by increasing stormwater infiltration

Project Long Description:
The Spokane River runs for approximately 111 miles from Lake Coeur d'Alene in Idaho to the Columbia River at Franklin D. Roosevelt Lake. The river flows through the cities of Post Falls, ID, Spokane Valley, WA, and the heart of downtown Spokane, WA. Historically, the Spokane River supported large populations of salmon and currently it supports salmonid spawning grounds; it is also heavily used for recreation and fishing. The Spokane River is a Category 5 impaired waterbody for pH, polychlorinated biphenyl (PCBs), metals, and dissolved oxygen (DO). There are also

two Total Maximum Daily Load (TMDL) plans, one each for dissolved metals and DO, which are impacted by pollutants known to be transported into surface waters by untreated stormwater.

This project is located in northwest Spokane along TJ Meenach Drive, immediately east of the Spokane River and the TJ Meenach Bridge, between Northwest Boulevard and Pettet Drive. TJ Meenach Drive is a highly trafficked road in a primarily residential area. Currently stormwater from the area drains to the Municipal Separated Storm Sewer System (MS4), which discharges directly to the Spokane River without treatment.

The RECIPIENT will use low impact development (LID) stormwater best management practices (BMPs) to treat and infiltrate stormwater from approximately 3.4 acres of pollution generating impervious surfaces. BMPs will be located on TJ Meenach Drive right-of-way and will treat for TSS, and oil.

Overall Goal:
This project will help protect and restore water quality in Washington by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Spokane

Federal Tax ID: 91-6001280
DUNS Number: 115528189

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org
Organization Fax: (509) 343-5760

Contacts

Project Manager	Mark Papich Senior Engineer 808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310
Billing Contact	Lauren Berry Accountant 808 W. Spokane Falls Blvd Spokane, Washington 99201 Email: lberry@spokanecity.org Phone: (509) 625-6042
Authorized Signatory	David A Condon Mayor 808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Jill Scheffer 1250 W Alder St. Union Gap, Washington 98903-0009 Email: SCHE461@ecy.wa.gov Phone: (509) 454-7298
Financial Manager	Kyler Jacobo PO Box 47600 Olympia, Washington 98504-7600 Email: JKYL461@ecy.wa.gov Phone: (360) 407-6225
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: DOHO461@ecy.wa.gov Phone: (360) 407-6444

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Spokane

By: _____

David A Condon Date

Mayor

SCOPE OF WORK

Task Number: 1 **Task Cost:** $0.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Mark Papich

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $80,000.00

Task Title: Design Plans and Specs, Environmental Review

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will coordinate the preparation and submittal of State Environmental Policy Act (SEPA) documentation.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will comply with Executive Order (05-05) cultural resources review requirements. To initiate cultural resources review the RECIPIENT will:

1. Submit an ECOLOGY 05-05/106 Form, or a cultural resources survey or assessment completed by a licensed archaeologist to ECOLOGY. All submitted materials must conform to the Washington State Standards for Cultural Resource Reporting (DAHP February 2014).

2. Develop and submit an Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. An IDP template may be found on the ECOLOGY website.

Ground disturbing work (including geotechnical investigations) completed prior to receiving written notice to proceed from ECOLOGY shall not be eligible for reimbursement.

D. The RECIPIENT will develop a project Design Report. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will submit one digital copy of the items listed below to ECOLOGY for review. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. For a complete list of required design report elements refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost which includes a schedule of eligible costs, and project construction schedule. For current bid inserts and specifications refer to the ECOLOGY website.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding Final Design.

Task Goal Statement:
The RECIPIENT will complete all design, environmental review and permitting tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the State Environmental Policy Act, cultural resource protection requirements, ECOLOGY water quality facility design standards, and all other applicable federal, state and local laws and regulations.

Recipient Task Coordinator: Mark Papich

Design Plans and Specs, Environmental Review

Deliverables

Number	Description	Due Date
2.1	Copy of SEPA determination documentation. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Complete ECOLOGY 05-05/106 Form and any supplemental cultural resources documentation including Cultural Resource surveys directly to the Ecology Project Manager. Upload the Final Determination Letter to EAGL.	
2.3	Inadvertent Discovery Plan. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Ecology Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.7	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY 90 Percent Design Plan comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	Ecology 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	List of permits acquired, and environmental review documents. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG190514

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP Green Retrofit Incentive
Funding Type: Grant
Funding Effective Date: 01/01/2019
Funding Expiration Date: 12/31/2021

Funding Source:

Title: SFAP-2018 (Pre-Construction Grants: 2018)

Type: State

Funding Source %: 100%

Description: Funds come from the Model Toxic Control Account and State Building Construction Account. It funds projects that reduce the environmental impact of Stormwater pollution

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP Green Retrofit Incentive	Task Total
Project Administration/Management	$ 0.00
Design Plans and Specs, Environmental Review	$ 80,000.00
	Total: $ 80,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP Green Retrofit Incentive	0.00 %	$ 0.00	$ 80,000.00	$ 80,000.00
Total		**$ 0.00**	**$ 80,000.00**	**$ 80,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS
Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:
“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.
“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.
“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.
“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.
“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
“Centennial Clean Water Program” means the state program funded from various state sources.
“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.
“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.
“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.
“Effective Date” means the earliest date on which eligible costs may be incurred.
“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.
“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.
“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.
“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.
“Expiration Date” means the latest date on which eligible costs may be incurred.
“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through

such time as the loan is officially closed out and a final loan repayment schedule is issued.
“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.
“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.
“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.
“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.
“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.
“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.
“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.
“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.
“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.
“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.
“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.
“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.
“Loan Term” means the repayment period of the loan.
“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.
“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.
“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.
“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.
“Project” means the project described in this agreement.
“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.
“Project Schedule” means that schedule for the project specified in the agreement.
“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.
“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"Risk-Based Determination" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.
"Scope of Work" means the tasks and activities constituting the project.
"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.
"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.
"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.
"Termination Date" means the effective date of ECOLOGY's termination of the agreement.
"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.
"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.
"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.
"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.
"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.
"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.
The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.
A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.
B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:
a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be

delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at: http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.
2. "Section 319 Initial Data Reporting" form in EAGL.
A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.
B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may sent a request to their Ecology Financial Manager.
To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."
C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.
D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.
A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".
B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://harvester.census.gov/fac/collect/ddeindex.html. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: http://harvester.census.gov/fac/.
D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.
"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."
Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.
1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE
G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.
H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.
I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.
The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:
1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form
A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.
C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.
D. Equivalency Projects: (For designated equivalency projects only)
1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).
E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.
F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: http://www.ecy.wa.gov/programs/wq/funding/FundPrgms/CWSRF/SignageGuidanceJune2015.pdf.
G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.
H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:
(i) the execution of this agreement; or
(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.
I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.
When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment

schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611
Olympia WA 98504-7611
In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.
No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.
2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.
3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.
4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.
K. Loan Security
Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.
Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.
Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.
Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.
Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.
Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.
L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.
M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.
N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the

Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from

the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment

of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a

person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT’s communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY’s review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY’s logo shall comply with ECOLOGY’s graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY’s logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY’s provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.
For more suggestions visit ECOLOGY's web page, Green Purchasing,
https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.
Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.
Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/26/2019
		Clerk's File #	OPR 2019-0693
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	Cross Ref #	
Contact Name/Phone	LOUIS MEULER 6096	Project #	
Contact E-Mail	LMEULER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4250 - WSDOT TRENT BRIDGE WATER LINE REPLACEMENT AGREEMENT		

Agenda Wording

Construction Agreement with WSDOT that provides for the construction of a replacement water line on the new Trent Avenue Bridge

Summary (Background)

The Trent Avenue Bridge is being replaced by WSDOT. This agreement details all costs to the WSDOT that are needed to complete a new replacement water line as a part of the Trent Avenue Bridge replacement project. Costs include estimated costs paid by WSDOT and the reimbursement to the City for its portion of water line construction, connection, and inspection expenses.

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Revenue	$ 255,680.74	# 4100-47110-34141-53201-99999
Expense	$ 255,680.74	# 4100-47110-99999-34389-99999
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 8/26/19
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	DALTON, PAT	lmeuler@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	jsakamoto@spokanecity.org	
Additional Approvals		aalbinmoore@spokanecity.org	
Purchasing		lsearl@spokanecity.org	
		jsaywers@spokanecity.org	
		smsimmons@spokanecity.org	
		kmiller@spokanecity.org	

Briefing Paper
Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Public Works Division, Water Department
Subject:	WSDOT Trent Bridge Replacement – Water Line Replacement Agreement
Date:	August 26, 2019
Contact (email & phone):	James Sakamoto, jsakamoto@spokanecity.org, 625-7854
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Infrastructure, Environment and Sustainability 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)	
Strategic Initiative:	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the Construction Agreement UTB 1370 with WSDOT, that provides for the construction of a replacement water line on the new Trent Avenue Bridge.

Background/History:

The Trent Avenue Bridge is being replaced by WSDOT. This agreement details all costs to the WSDOT that are needed to complete a new replacement water line as a part of the Trent Avenue Bridge replacement project. Costs include estimated costs paid by the WSDOT and the reimbursement to the City for its portion of water line construction, connection, and inspection expenses.

Trent Bridge Replacement project website:
https://www.wsdot.wa.gov/Projects/SR290/trentbridge/default.htm

Executive Summary:

- Agreement with WSDOT to be reimbursed for Construction, Connection, and water system inspection expenses.
- Estimated costs for City's portion of work = $255,680.74

Budget Impact:
Approved in current year budget? ☐ Yes ☒ No ☐ N/A
Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A
If new, specify funding source: WSDOT – Trent Bridge Replacement Project
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:

Utility Construction Agreement **Work by WSDOT– WSDOT Cost**		Utility Name & Address City of Spokane Public Works Department 808 W. Spokane Falls Blvd. Spokane, WA 99201
Agreement Number **UTB 1370**	Region **Eastern**	Project Title/Location SR 290 East Avenue Bridge Over Spokane River BR 290/5 Replacement
State Route **SR 290**	Mileposts **From .82 to .92**	
Estimated Agreement Amount **$852,200.00**		

This Utility Construction Agreement is made and entered into between the Washington State Department of Transportation (WSDOT) and the above named Utility (Utility); hereinafter referred to individually as the 'Party' and collectively as the 'Parties.'

Recitals

1. WSDOT is planning the construction or improvement of the State Route as shown above for the identified WSDOT Project, and in connection therewith, it is necessary to remove and/or relocate and/or construct certain Utility facilities (Work).

2. WSDOT is responsible for all Work under this Agreement because the Utility's facilities are located pursuant to a documented ownership of and/or interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by WSDOT Project.

3. The Work shall be defined as all materials, equipment, labor, contract administration and any other efforts required to perform the relocation, construction, and/or removal of the Utility's facilities.

4. It is deemed to be in the best public interest for WSDOT to include the Work in WSDOT's Project.

Now, Therefore, pursuant to chapter 47.44 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits A, B, and C which by this reference are incorporated and made a part hereof,

It Is Mutually Agreed As Follows:

1. Plans, Specifications and Bids

1.1 Program Guide*: Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments for this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.

1.2 WSDOT, acting on behalf of the Utility, agrees to perform the Utility facilities Work in accordance with Exhibit A, Special Provisions, and Exhibit C, Plans, where either: (1) Utility supplied the Work plans and special provisions to WSDOT, or (2) WSDOT developed the Work plans and special provisions from Utility-provided information. WSDOT will incorporate the Plans and Special Provisions into WSDOT Project in accordance with Utility requirements. The Utility agrees that it is solely responsible for insuring that all Special Provisions, Plans and Utility standards are met and that it has supplied WSDOT with all applicable standards, codes, regulations, or any other requirements the Utility is obligated to meet, unless otherwise noted.

1.3 The Utility has reviewed and approved the Work Special Provisions and Plans that will be incorporated into WSDOT Project. WSDOT will advertise the Work and Project for bids. WSDOT will be the Utility's representative during the Ad and award period. When requested by WSDOT, the Utility shall timely assist WSDOT in answering bid questions and resolving any design issues that may arise associated with the Work. All comments and clarifications must go through WSDOT. If the Utility supplied the Work plans and special provisions, the Utility agrees to provide WSDOT with any addenda required for the Work during the Ad period, to the Parties' mutual satisfaction.

2. Construction, Inspection, and Acceptance

2.1 WSDOT agrees to administer the Work on behalf of the Utility.

2.2 The Utility agrees to disconnect and/or reconnect its facilities as required by WSDOT when such disconnection or reconnection is required to be performed by the Utility. The Parties agree to define disconnect and/or reconnection requirements, including notification and response in Exhibit A.

2.3 Salvage: All materials removed by WSDOT shall be reclaimed or disposed of by WSDOT and shall become the property of WSDOT. If the Utility desires to retain such materials and WSDOT agrees, the value of salvaged materials will be paid to WSDOT in an amount not less than that required by the *Program Guide: Utility Relocation and Accommodation on Federal Aid Highway Projects.*

2.4 The Utility may furnish an inspector for the Work. WSDOT agrees that it is responsible for all such inspection costs. The Utility's inspector shall not directly contact WSDOT's contractor. All contact between the Utility's inspector and WSDOT's contractor shall be through WSDOT's representatives. WSDOT's Project Construction Engineer may require the removal and/or replacement of the Utility's inspector if the inspector interferes with WSDOT's Project, WSDOT's contractor and/or the Work.

2.5 WSDOT shall promptly notify the Utility in writing when the Work is completed.

2.6 The Utility shall, within Twenty (20) working days of being notified that the Work is completed: (a) deliver a letter of acceptance to WSDOT which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the Work and WSDOT's administration thereof, or (b) deliver to WSDOT written reasons why the Work does not comply with the previously approved Plans and Special Provisions. The Utility agrees to work diligently and in good faith with WSDOT to resolve any issues so as not to delay WSDOT's Project. If all issues are resolved, the Utility agrees to deliver to WSDOT a letter of acceptance as provided herein.

2.7 If the Utility does not respond within Twenty (20) working as provided in section 2.6, the Work and the administration thereof will be deemed accepted by the Utility, and WSDOT shall be released from all future claims and demands.

2.8 Upon completion and acceptance of the Work pursuant to Sections 2.6 or 2.7, the Utility agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of its facilities, without WSDOT liability or expense.

2.9 WSDOT will prepare the final construction documentation in general conformance with WSDOT's Construction Manual. WSDOT will maintain one set of plans as the official "as-built" set, then make notations in red of all plan revisions typically recorded per standard WSDOT practice, as directed by WSDOT's Construction Manual. Once the Utility has accepted the Work per Section 2.6 or 2.7, WSDOT upon request by the Utility will provide one reproducible set of contract as-builts to the Utility, and the Utility agrees to pay the cost of reproduction upon receipt of a WSDOT invoice.

3. Payment

3.1 WSDOT agrees that it shall be responsible for the actual direct and related indirect costs, including mobilization, construction engineering, contract administration, and overhead costs, associated with the Work. The cost of this Work is estimated to be Eight Hundred Fifty Two Thousand Two Hundred Dollars ($852,200). An itemized estimate of WSDOT-responsible costs for Work to be performed by WSDOT on behalf of the Utility is included in Exhibit B, Cost Estimate.

3.2 If the Utility chooses to have an inspector for the Work, the Utility will provide a detailed estimate of such costs to be included in Exhibit B. The Utility agrees to provide a detailed invoice to WSDOT for Utility inspector costs in accordance with the estimate included in Exhibit B, and WSDOT agrees to make payment within thirty (30) calendar days of receipt of the invoice.

3.3 Pursuant to Section 4, if additional Work or a change in the Work is required and Utility review is necessary, the Utility agrees to provide a detailed invoice to WSDOT, and WSDOT agrees to make payment for all reasonable costs within thirty (30) calendar days of receipt of the invoice.

4. Change in Work

4.1 If WSDOT determines that additional Work or a change in the Work is required, prior written approval must be secured from the Utility; however, where the change is required to mitigate a Project emergency or safety threat to the traveling public, WSDOT will direct the change without the Utility's prior approval. WSDOT will notify the Utility of such change as soon as possible thereafter. The Utility agrees to respond to all WSDOT change order requests in writing and within five (5) working days.

4.2 WSDOT will make available to the Utility all change order documentation related to the Work.

5. Right of Entry

5.1 The Utility hereby grants to WSDOT a right of entry onto all lands in which it has an interest for construction of the Work as defined in Exhibits A and C. Upon completion and acceptance of the Work, this right of entry shall terminate, except as otherwise provided in Section 5.

5.2 The Utility agrees to arrange for rights of entry upon all privately owned lands upon which the Utility has an easement or court finding of a prescriptive right which are necessary to perform the Work. The Utility also agrees to obtain all necessary permissions for WSDOT to perform the Work on such lands, which may include reasonable use restrictions on those lands. The Utility agrees to provide the rights of entry and applicable permissions under this section to WSDOT within twenty (20) calendar days of entering into this Agreement. Upon completion of the Work on such lands, the rights of entry and permissions shall terminate.

6. General Provisions

6.1 Indemnification: To the extent authorized by law, the Utility and WSDOT shall indemnify and hold harmless one another and their employees and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement, provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the Utility and (b) WSDOT, their respective employees and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Utility or WSDOT, and provided further, that nothing herein shall require the Utility or WSDOT to hold harmless or defend the other or its employees and/or officers from any claims arising from that Party's sole negligence or that of its employees and/or officers. The terms of this section shall survive the termination of this Agreement.

6.2 Disputes: If a dispute occurs between the Utility and WSDOT at any time during the prosecution of the Work, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution, the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share the cost of a mediator or arbiter.

6.3 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Spokane County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.

6.4 Termination: In the event funding for the Project or Work is withdrawn, reduced, or limited in any way after the execution date of this Agreement and prior to normal completion, WSDOT may terminate the Agreement upon Twenty (20) calendar day notice. In the event of such termination, WSDOT and Utility shall consult, if necessary, on how the Work shall be brought to a level that is safe for the Utility's operation and maintenance. In the event the Work is terminated, the provisions of Sections 2 and 5 shall apply to the Work completed.

6.5 Amendments: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.

6.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.

6.7 Audit and Records: During the progress of the Work and for a period of not less than six (6) years from the termination or completion of this Agreement, WSDOT shall maintain the records and accounts pertaining to the Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the Utility and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The Utility shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.

6.8 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

In Witness Whereof, the Parties hereto have executed this Agreement as of the day and year last written below.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	**UTILITY**
By:	By:
Printed:	Printed: Mike Gribner P.E.
Title:	Title Regional Administrator:
Date:	Date:

UTB 1370
Exhibit A
Special Provisions

Scope of Work

The Scope of Work is for the installation of approximately 1250 linear feet of 8-inch ductile iron mechanically restrained water main, approximately 72 linear feet of 12-inch ductile iron mechanically restrained water main, 35 linear feet of 4-inch ductile iron mechanically restrained water main, two (2) 8" pipe expansion joints, two (2) 2-inch air valves, four (4) 4-inch blow-off assemblies, two (2) City of Spokane Type 2 drywells and four (4) 8-inch MJ x MJ resilient seat valve assembles along with all requires bends, tees and appurtenances on the proposed Trent Bridge structure by pipe hangers, laying through the bridge abutment and under the approach slabs in accordance with the plans and specifications.

UTILITY RESPONSIBILITIES

1. The Utility will provide Inspection for the Utility owned water main and related appurtenance installation and will complete the physical connection to the existing water system to include any additional work outside of the project limits shown on the plans.

2. The Utility will provide all tools, labor, equipment, and materials necessary to perform any additional Utility owned water main work outside of the project limits shown on the plans necessary to maintain the integrity of the Utility owned Water main.

WSDOT RESPONSIBILITES

1. WSDOT and its Contractor will provide the tools, labor, equipment, and materials necessary to perform the installation of the water main and all related appurtenances in accordance with the Plans and Specifications within the project limits shown on the plans.

2. WSDOT and its Contractor will provide the materials, excavation and backfill for the physical connection of the Utility owned water main as shown on the plans and specifications.

3. WSDOT will provide a construction window for the Utility to complete any additional Utility owned water main work outside of the project limits within the project road closure.

City of Spokane Water Department

914 E. North Foothills Dr.
Spokane, WA 99207

Opinion of Probable Cost

Trent Street Bridge Replacement

25-Jul-19

	TOTAL ESTIMATE FOR MATERIAL COST
East and West Connections	$171,990.00
2-8" Water main on Bridge	$596,520.00
Inspection Services	$83,690.74
TOTAL	$852,200.74

Rounded to $852,200.00 in body of agreement. MB

EAST AND WEST CONNECTIONS OUTSIDE ABUTMENTS

Description	Qty	Unit	Unit Price	Total
4" DIMJ Pipe	35	LF	$ 35.00	$ 1,225.00
8" DIMJ pipe	200	LF	$ 50.00	$ 10,000.00
12" DIMJ pipe	72	LF	$ 75.00	$ 5,400.00
8" FIELD LOK GASKETS	44	EA	$ 100.00	$ 4,400.00
12" FIELD LOK GASKETS	18	EA	$ 150.00	$ 2,700.00
DRYWELL	2	EA	$ 2,500.00	$ 5,000.00
RESTRAINT	55	EA	$ 125.00	$ 6,875.00
8" RS VALVE MJ x MJ	4	EA	$ 850.00	$ 3,400.00
4" RS VALVE MJ xMJ	4	EA	$ 450.00	$ 1,800.00
12" TEE MJ x MJ	2	EA	$ 350.00	$ 700.00
12" 90 DEGREE ELBOW	2	EA	$ 150.00	$ 300.00
12"X8" REDUCER	4	EA	$ 175.00	$ 700.00
8"X4" TEE	4	EA	$ 75.00	$ 300.00
8" 22.5 DEGREE ELBOW	8	EA	$ 125.00	$ 1,000.00
4" TEE	2	EA	$ 75.00	$ 150.00
FOSTER ADAPTOR	2	EA	$ 150.00	$ 300.00
			Sub Total:	$ 43,025.00

LABOR

Description	Qty	Unit	Unit Price	Total
LABORER	160	HR	$ 100.00	$ 16,000.00
FORMAN	160	HR	$ 125.00	$ 20,000.00
EQUIPMENT OPERATOR	160	HR	$ 120.00	$ 19,200.00
			$ -	$ -
			Sub Total:	$ 55,200.00

EQUIPMENT

Description	Qty	Unit	Unit Price	Total
SERVICE TRUCK	160	HR	$ 60.00	$ 9,600.00
BACKHOE	160	HR	$ 75.00	$ 12,000.00
LOADER	40	HR	$ 75.00	$ 3,000.00
CHLORINATOR TRUCK	20	HR	$ 75.00	$ 1,500.00
DUMP TRUCK	40	HR	$ 75.00	$ 3,000.00
MISC EQUIP	160	HR	$ 100.00	$ 16,000.00
		HR	$ -	$ -
			Sub Total:	$ 45,100.00

SERVICES

Description	Qty	Unit	Unit Price	Total
INSPECTION (10%)	1	EST	10%	$76,851.00
Tax (est.)			8.90%	$ 6,839.74

Subtotal:		$ 143,325.00
20% CONTINGENCY	$ 28,665.00	$ 28,665.00
INSPECTION TOTAL	$83,690.74	
		$ -
	SUB-TOTAL:	**$171,990.00**
	TOTAL:	**$255,680.74**

2-8" WATER MAINS UNDER THE BRIDGE - MATERIALS AND LABOR COST

Description	Qty	Unit	Unit Price	Total	
8" DIMJ pipe	1050	LF	$ 75.00	$ 78,750.00	
8" FIELD LOK GASKETS	60	EA	$ 100.00	$ 6,000.00	
PIPE HANGERS	106	EA	$ 250.00	$ 26,500.00	
8" EXPANSION	2	EA	$ 16,000.00	$ 32,000.00	
2" AIR VALVE ASBLY	2	EA	$ 1,000.00	$ 2,000.00	
VALVE ACCESS	2	EA	$ 300.00	$ 600.00	
RESTRAINT	60	EA	$ 125.00	$ 7,500.00	
				Sub Total:	$ 153,350.00

LABOR

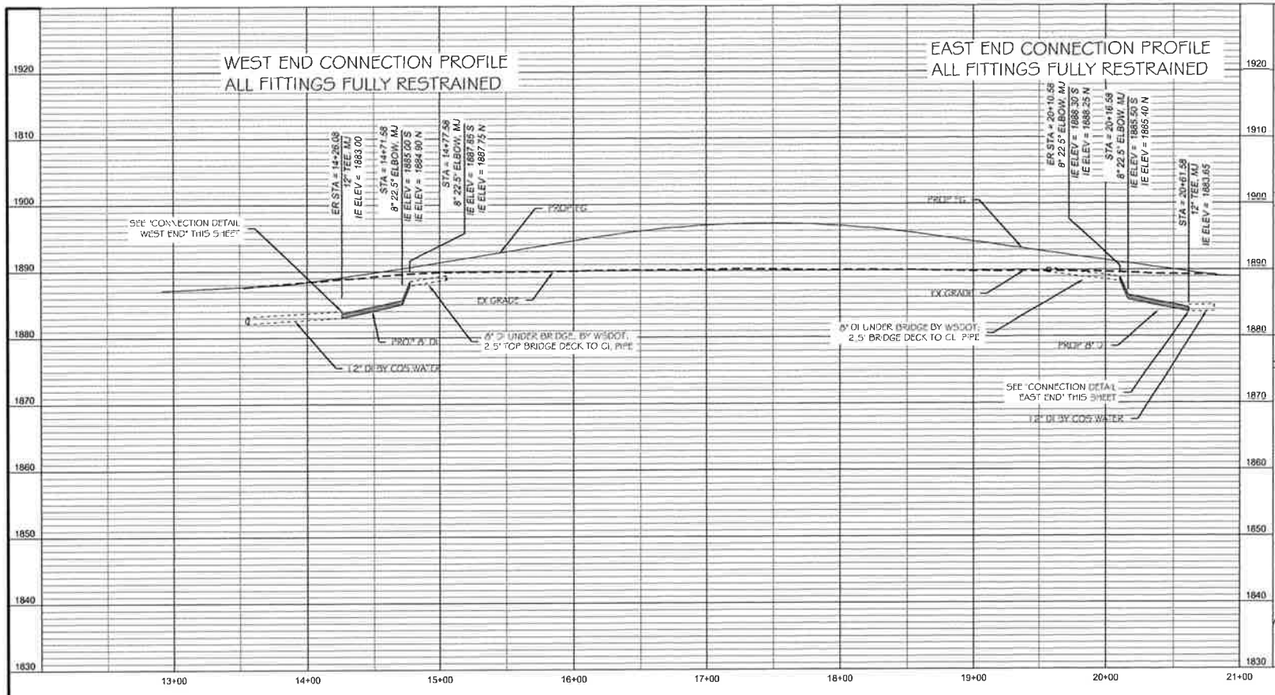
Description	Qty	Unit	Unit Price	Total	
LABORER	1000	HR	$ 100.00	$ 100,000.00	
PIPE HANGER	500	HR	$ 125.00	$ 62,500.00	
CRANE OPERATOR	250	HR	$ 125.00	$ 31,250.00	
FORMAN	250	HR	$ 150.00	$ 37,500.00	
				Sub Total:	$ 231,250.00

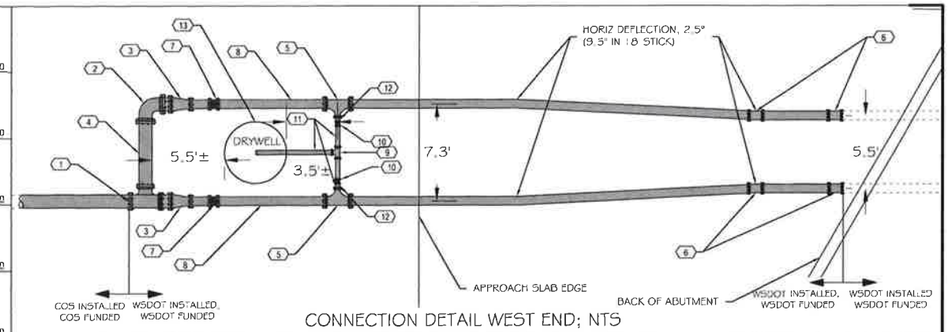
EQUIPMENT

Description	Qty	Unit	Unit Price	Total	
CRANE	250	HR	$ 250.00	$ 62,500.00	
MISC EQUIP	250	HR	$ 200.00	$ 50,000.00	
		HR	$ -	$ -	
		HR	$ -	$ -	
		HR	$ -	$ -	
		HR	$ -	$ -	
		HR	$ -	$ -	
				Sub Total:	$ 112,500.00

CONTRACTUAL SERVICES

Description	Qty	Unit	Unit Price	Total	
				$ -	
				$ -	
Tax (est.)			8.90%	$ -	
				Sub Total:	$ -
Subtotal:					$ 497,100.00
20% CONTINGENCY				$ 99,420.00	$ 99,420.00
					$ -
				TOTAL:	$596,520.00





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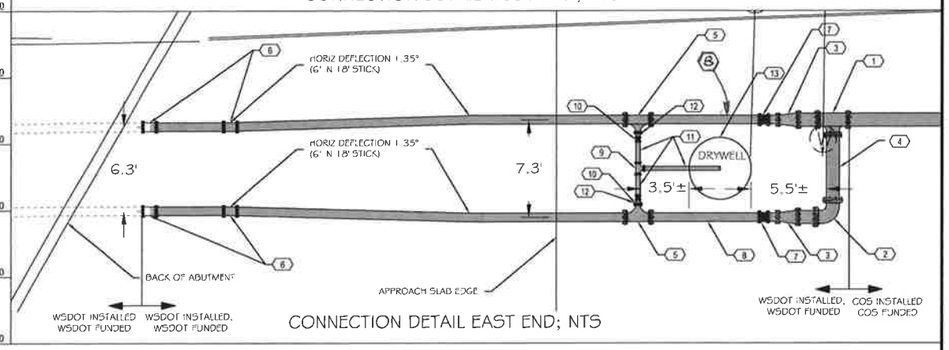

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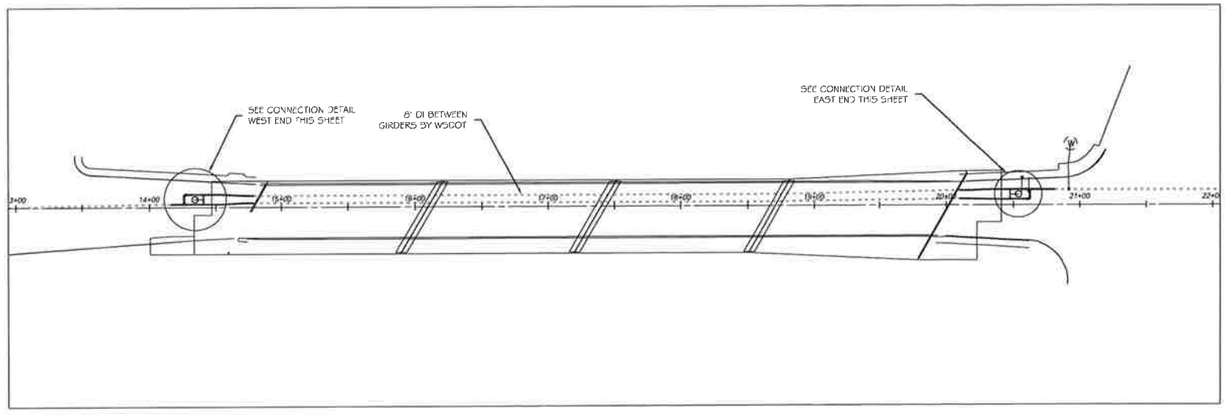


UTB 1370
Exhibit C Plans
Page 1 of 6

JOHN FRANK SAYWERS
STATE OF WASHINGTON
36212
REGISTERED
PROFESSIONAL ENGINEER
8/2/19

LEGEND

1. 12" TEE, MJ
2. 12" 90° ELBOW, MJ
3. 12"x8" REDUCER, MJ
4. 12" DI PIPE
5. 8"x4" TEE, MJ
6. 8" 22.5° ELBOW, MJ
7. 8" RS GATE VALVE
8. 8" DI PIPE
9. 4" TEE, MJ
10. 4" RS GATE VALVE
11. 4" DI PIPE
12. FOSTER ADAPTER
13. DRYWELL TYPE 2 PER COS STD PLAN B-102D

NOTES

1) MAINTAIN MIN 1' CLEARANCE BETWEEN DRYWELLS AND WATER MAINS

2) CONNECTIONS TO EXISTING MAINS BY CITY FORCES.

CONSTRUCTION DRAWING
NOT AS-BUILT

N

D1
1 OF 1

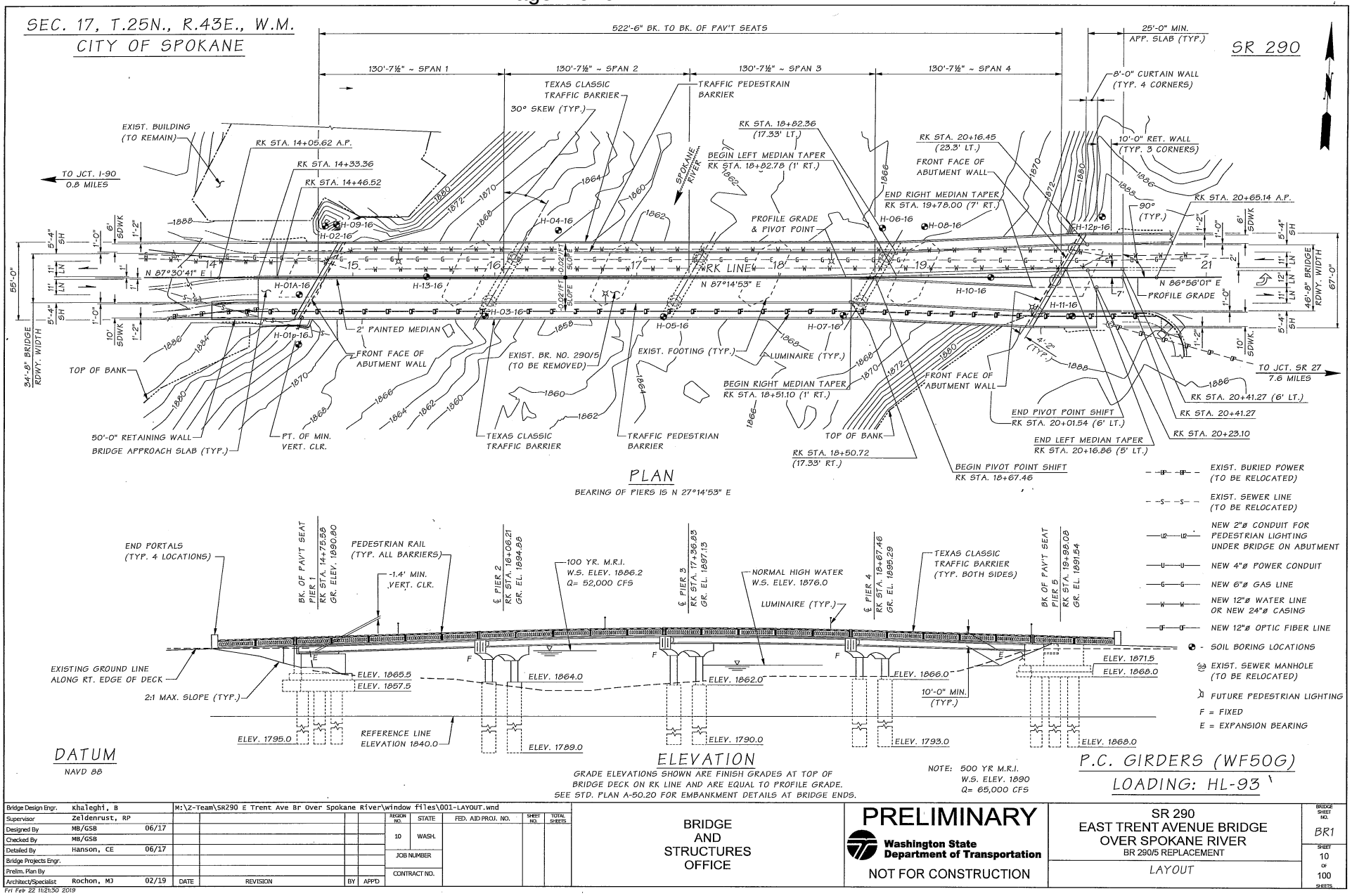
REVISIONS	AS BUILT	GRADE ORDINANCE LIST

VERT. DATUM: NAVD88 DATUM
HORIZ. DATUM: N/A
SCALE

CITY OF SPOKANE, WASHINGTON
DEPARTMENT OF ENGINEERING SERVICES
808 WEST SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3343
(509) 625-6700

PROJECT NAME: TRENT AVE BRIDGE REPLACEMENT
SHEET TITLE: WATER CONNETIONS
DETAIL
PROJECT #

CALL BEFORE YOU DIG 811



Bridge Design Engr.	Khaleghi, B	M:\Z-Team\SR290 E Trent Ave Br Over Spokane River\window files\001-LAYOUT.wnd	
Supervisor	Zeldenrust, RP		
Designed By	MB/GSB 06/17		
Checked By	MB/GSB		
Detailed By	Hanson, CE 06/17		
Bridge Projects Engr.			
Prelim. Plan By			
Architect/Specialist	Rochon, MJ 02/19		

DATE	REVISION	BY	APP'D

REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
10	WASH.			
JOB NUMBER				
CONTRACT NO.				

BRIDGE AND STRUCTURES OFFICE

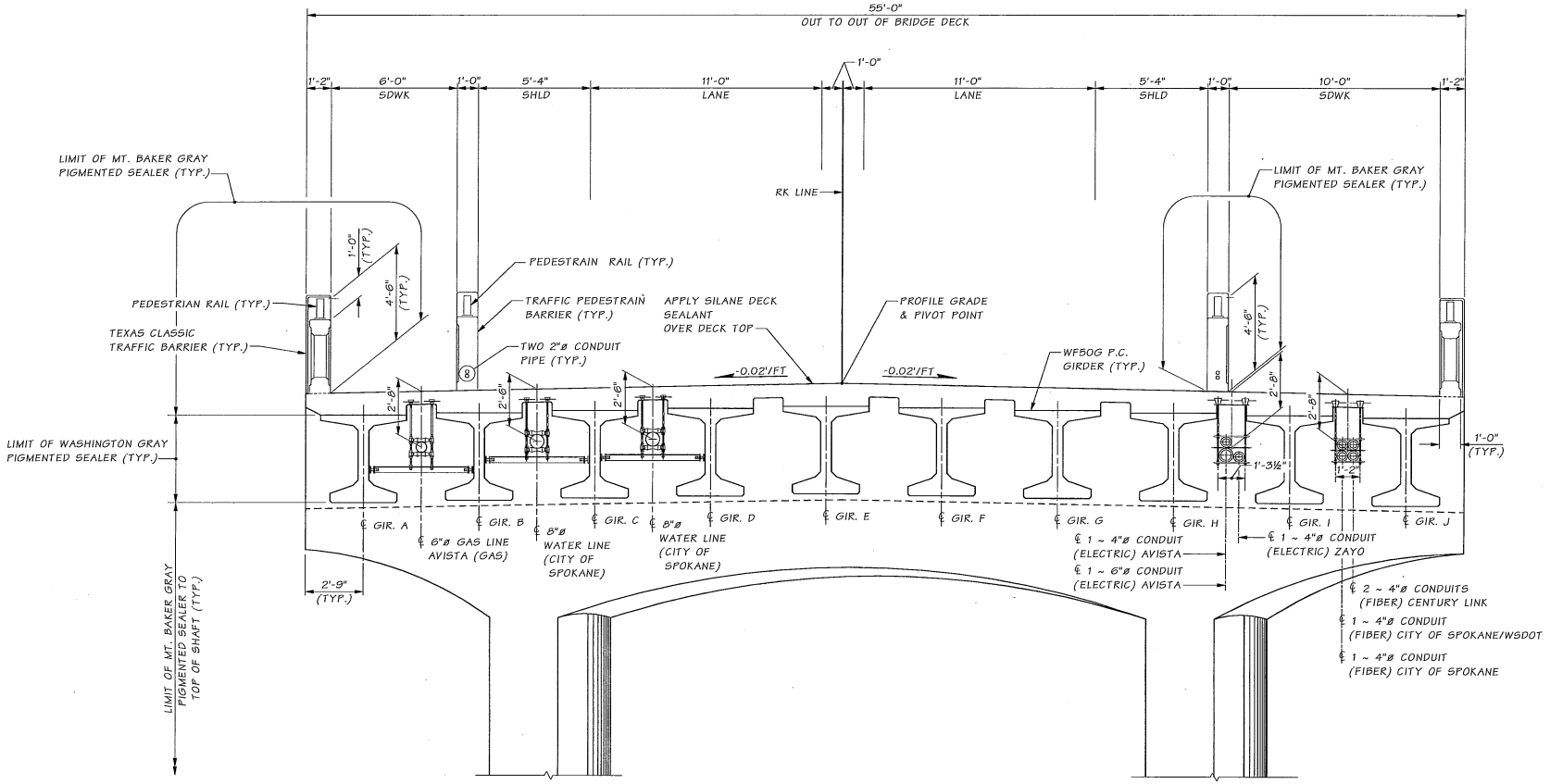
PRELIMINARY
Washington State Department of Transportation
NOT FOR CONSTRUCTION

SR 290
EAST TRENT AVENUE BRIDGE
OVER SPOKANE RIVER
BR 290/5 REPLACEMENT
LAYOUT

BRIDGE SHEET NO. BR1
SHEET 10 OF 100 SHEETS

SR 290 FILE NO. 3649 SHEET BR1

Fri Feb 22 11:21:30 2019



TYPICAL SECTION

SHOWN NEAR PIER 3.
SUBSTRUCTURE DIMENSIONS SHOWN ARE APPROXIMATE.

SR 290 FILE NO. 3649 SHEET BR44

Bridge Design Engr.	Khaleghi, B	M:\Z-Team\SR290 E Trent Ave Br Over Spokane River\window files\044-TYP SEC A.wnd	
Supervisor	Zeldenrust, RP		
Designed By	Bedi, G 06/17		
Checked By			
Detailed By	Davis, E 11/18		
Bridge Projects Engr.			
Prelim. Plan By			
Architect/Specialist			

DATE	REVISION	BY	APP'D

Fri Feb 22 11:22:01 2019

REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
10	WASH.			
JOB NUMBER				
CONTRACT NO.				

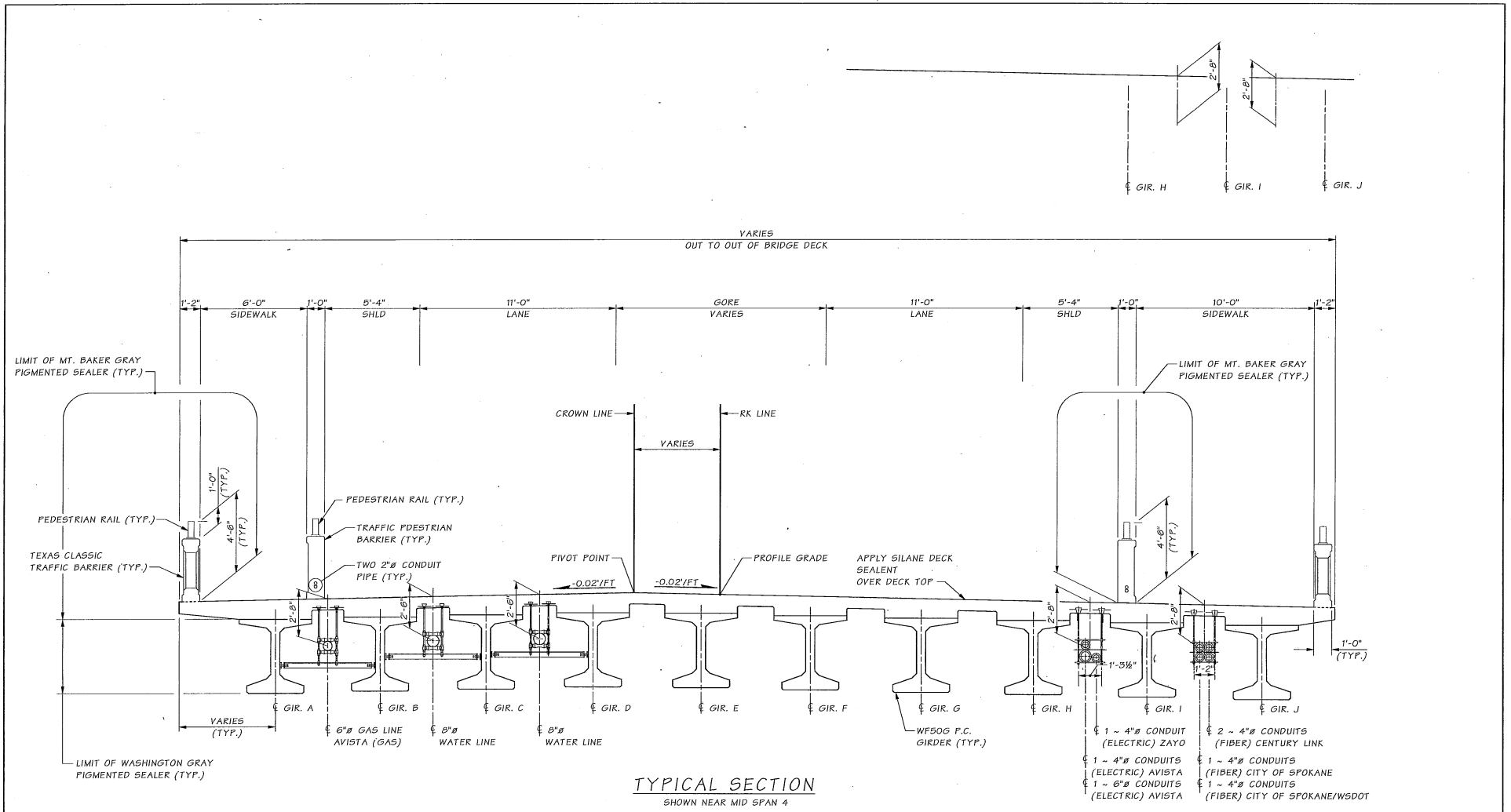
BRIDGE AND STRUCTURES OFFICE

PRELIMINARY
Washington State Department of Transportation
NOT FOR CONSTRUCTION

SR 290
EAST TRENT AVENUE BRIDGE
OVER SPOKANE RIVER
BR 290/5 REPLACEMENT

TYPICAL SECTION A

BRIDGE SHEET NO. BR44
SHEET
OF
SHEETS



TYPICAL SECTION
SHOWN NEAR MID SPAN 4

SR 290 FILE NO. 3649 SHEET BR45

Bridge Design Engr.	Khaleghi, B	M:\Z-Team\SR290 E Trent Ave Br Over Spokane River\window files\045-TYP SEC B.wnd				REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
Supervisor	Zeldenrust, RP					10	WASH.			
Designed By	Bedi, G 06/17					JOB NUMBER				
Checked By										
Detailed By	Davis, E 11/18					CONTRACT NO.				
Bridge Projects Engr.										
Prelim. Plan By										
Architect/Specialist		DATE	REVISION	BY	APP'D					

Fri Feb 22 11:22:02 2019

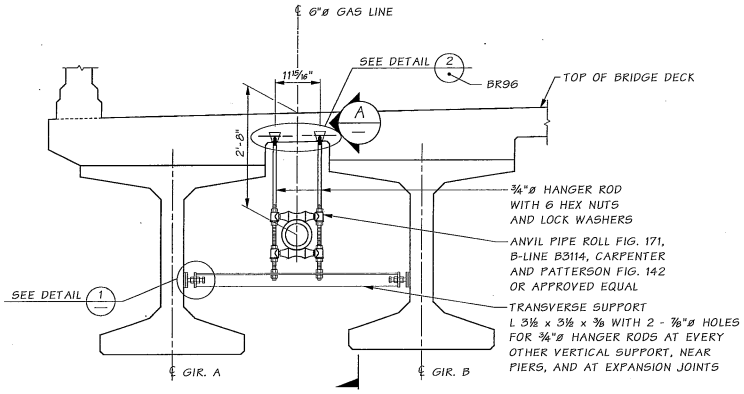
BRIDGE AND STRUCTURES OFFICE

PRELIMINARY
Washington State Department of Transportation
NOT FOR CONSTRUCTION

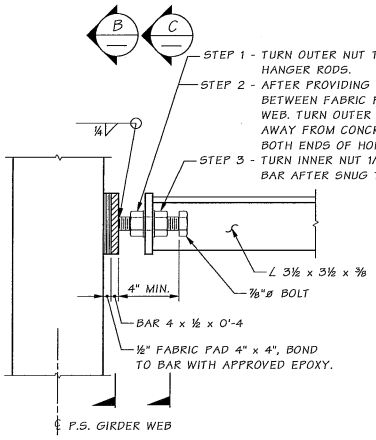
SR 290
EAST TRENT AVENUE BRIDGE
OVER SPOKANE RIVER
BR 290/5 REPLACEMENT

TYPICAL SECTION B

BRIDGE SHEET NO. BR45
SHEET
OF
SHEETS

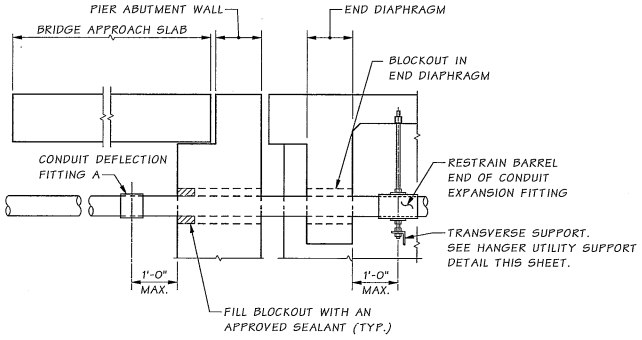


HANGER UTILITY SUPPORT



DETAIL 1

BR95

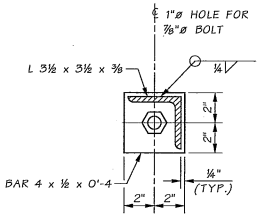


UTILITY CONDUIT PLACEMENT DETAIL

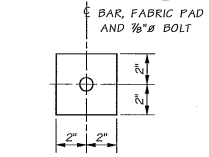
PIER 1 & 5

NOTES:

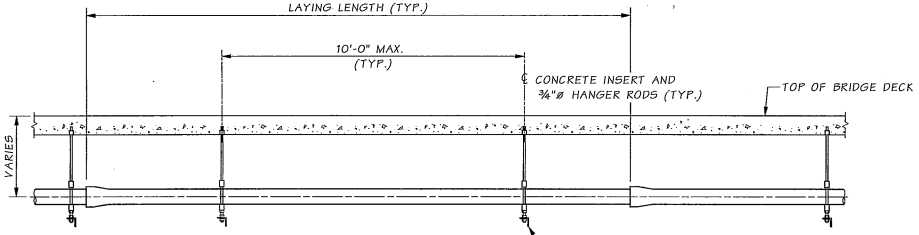
1. ALL STEEL SURFACES SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH AASHTO M 111. ALL BOLTS, RODS, AND RELATED HARDWARE SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM F2329.
2. PAINT ROLLERS WITH THREE COATS OF GALVANIZING REPAIR PAINT. SEE STD. SPEC. SECTION 9-08.1(2)B.



SECTION C



SECTION B



SECTION A

GIRDER NOT SHOWN FOR CLARITY

GENERAL NOTES:

1. ALL STEEL SURFACES SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH AASHTO M 111. ALL BOLTS, RODS, AND RELATED HARDWARE SHALL BE GALVANIZES AFTER FABRICATION IN ACCORDANCE WITH ASTM F2329, EXCEPT PIPE ROLL.
2. PAINT ROLLERS WITH THREE COATS OF GALVANIZING REPAIR PAINT, SEE STD. SPEC. 9-08.2.
3. HANGER LONGITUDINAL BRACING SHALL BE INSTALLED NEAR EXPANSION FITTINGS FOR THE WATER LINE.
4. FOR UTILITY PLAN, PROFILE, SECTION AND DETAILS REFER TO UTILITIES SHEETS.

SR 290 FILE NO. 3649 SHEET BR94

Bridge Design Engr.	Khaleghi, B	M:\Z-Team\SR290 E Trent Ave Br Over Spokane River\window files\094-UTIL HANG DET1.wnd									
Supervisor	Zeldenrust, RP										
Designed By	Bedi, G 10/17										
Checked By											
Detailed By	Davis, E 05/18										
Bridge Projects Engr.											
Prelim. Plan By											
Architect/Specialist		DATE	REVISION	BY	APP'D						

Fri Feb 22 11:22:34 2019

REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
10	WASH.			
JOB NUMBER				
CONTRACT NO.				

BRIDGE AND STRUCTURES OFFICE

PRELIMINARY

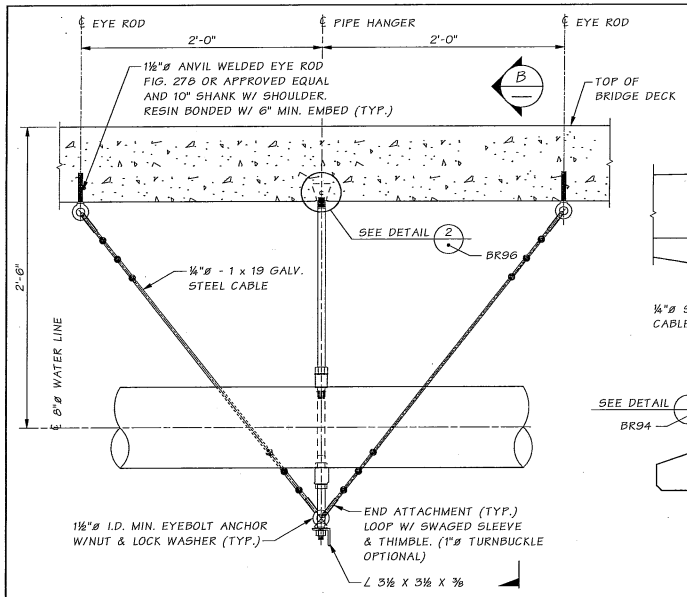
Washington State Department of Transportation

NOT FOR CONSTRUCTION

SR 290
EAST TRENT AVENUE BRIDGE
OVER SPOKANE RIVER
BR 290/5 REPLACEMENT

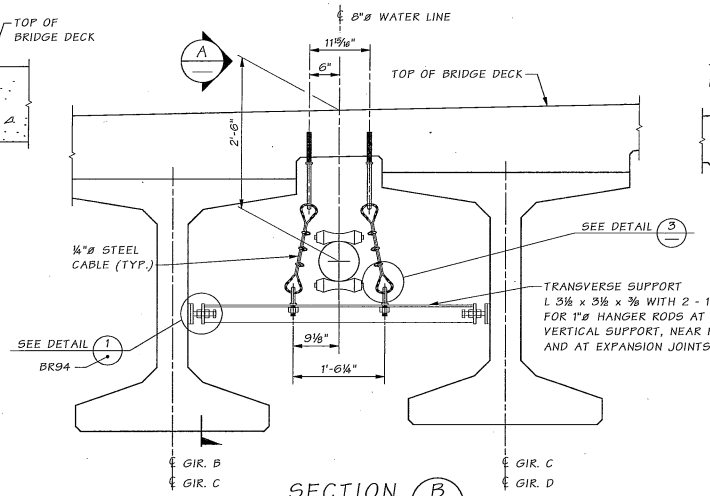
UTILITY HANGER DETAILS 1 OF 3

BRIDGE SHEET NO. BR94
SHEET
OF
SHEETS



HANGER UTILITY SUPPORT

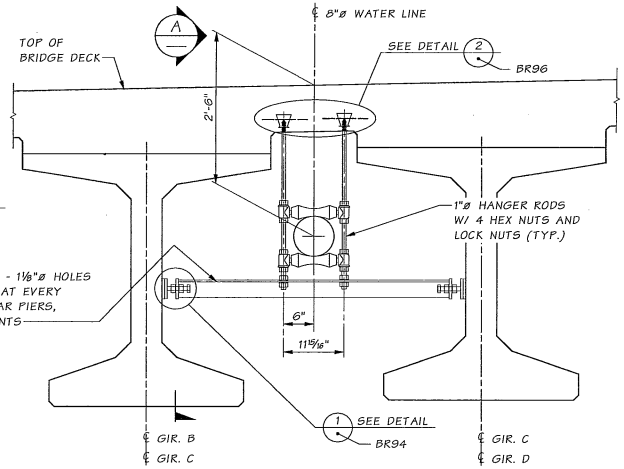
GIRDER NOT SHOWN FOR CLARITY



SECTION B

UTILITY HANGER SUPPORT

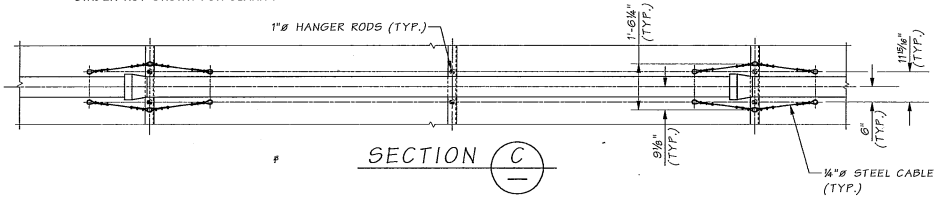
1"ø HANGER RODS NOT SHOWN FOR CLARITY



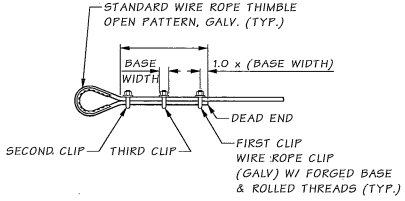
SECTION B

UTILITY HANGER SUPPORT

¼"ø STEEL CABLES NOT SHOWN FOR CLARITY

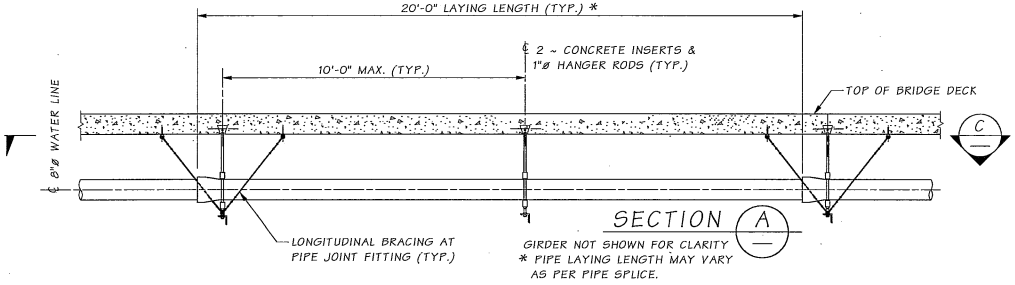


SECTION C



DETAIL 3

SEE CABLE ASSEMBLY NOTES 2 THRU 5 THIS SHEET



SECTION A

GIRDER NOT SHOWN FOR CLARITY

* PIPE LAYING LENGTH MAY VARY AS PER PIPE SPLICE.

NOTES FOR CABLE ASSEMBLY

1. ALL PARTS SHALL BE GALVANIZED.
2. WIRE ROPE SHALL BE STRETCHED TAUT TO MINIMIZE DEFLECTION.
3. ATTACH FIRST CLIP ONE BASE WIDTH FROM DEAD END OF ROPE.
4. ATTACH SECOND CLIP AS CLOSE TO THIMBLE AS POSSIBLE. TIGHTEN NUTS FIRMLY, BUT NOT COMPLETELY TIGHT.
5. ATTACH THIRD CLIP EQUALLY SPACED BETWEEN THE TWO CLIPS APPLIED PREVIOUSLY. TIGHTEN NUTS - TAKE UP ANY ROPE SLACK. UNIFORMLY TIGHTEN ALL NUTS TO 40 FOOT POUND TORQUE.

Bridge Design Engr.	khaleghi, B	M:\Z-Team\SR290 E Trent Ave Br Over Spokane River\window files\095-UTIL HANG DET2.wnd	
Supervisor	Zeldenrust, RP		
Designed By	Bedi, G 10/17		
Checked By			
Detailed By	Uhde, T 01/19		
Bridge Projects Engr.			
Prelim. Plan By			
Architect/Specialist			

DATE	REVISION	BY	APP'D

REGION NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
10	WASH.			
JOB NUMBER				
CONTRACT NO.				

Fri Feb 22 11:22:35 2019

BRIDGE AND STRUCTURES OFFICE

PRELIMINARY

Washington State Department of Transportation

NOT FOR CONSTRUCTION

SR 290
EAST TRENT AVENUE BRIDGE OVER SPOKANE RIVER
BR 290/5 REPLACEMENT

UTILITY HANGER DETAILS 2 OF 3

BRIDGE SHEET NO. BR95

SHEET OF SHEETS

SR 290 FILE NO. 3649 SHEET BR95

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/21/2019
		Clerk's File #	OPR 2019-0694
		Renews #	
Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact	CHRIS 625-4618	Project #	
Contact E-Mail	CPETERSCHMIDT@SPOKANECITY.ORG	Bid #	5134-19
Agenda Item Type	Contract Item	Requisition #	CR20876
Agenda Item Name	4320 - CONTRACT WITH HALME CONSTRUCTION, INC. FOR CLARKE LIFT STATION		

Agenda Wording

Council approval to award contract with Halme Construction, Inc. who is the sole responsive bidder for the Clark Lift Station Bypass and Maintenance of the lift station. Total amount, excluding taxes $675,941.46 + 10% contingency - total #743,535.61

Summary (Background)

The Clarke Avenue Lift Station was constructed more than twenty years ago and was not designed to be easily maintained. The station was built without provisions for a bypass. The wet wells fill up with debris that is very difficult to remove due to poor access and creates a safety hazard. The pumps can only be worked on and maintained when isolated from the intake and discharge headers.

Fiscal	Grant related? NO	Budget Account
	Public Works? YES	
Expense	$ 675,941.46	# 4320.43290.35148.54803
Expense	$ 67,594.15	# 4320.43290.35148.54803
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	DALTON, PAT	hbarnhart@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kkeck@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing	PRINCE, THEA	tprince@spokanecity.org	
		Tax & Licenses	
		cpeterschmidt@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The isolation valves in the lift station have all aged and worn to the point where they no longer will fully close, and therefor are unable to isolate equipment as needed. In order to perform necessary maintenance work, the station must be fully bypassed while the isolation valves are replaced. This project will construct bypass facilities, bypass pump the flows around that station, replace the failed valves, and clean the wet wells. Once completed, routine maintenance and operations will be possible again, and the bypass facilities (intake and discharge points for temporary pumps) will remain in case of future need or emergencies. •Clarke Avenue Lift Station valves have failed and the wet well is full of debris. •Replacement of the valves and cleaning can only occur during a station bypass. •This project will construct ports as needed.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
(Public Infrastructure, Environment, and Sustainability)

Division & Department:	Public Works / Riverside Park Water Reclamation Facility
Subject:	Contract for Clarke Avenue Lift Station Bypass and Maintenance.
Date:	8/26/19
Contact (email & phone):	Chris Peterschmidt, Principal Engineer 625-4618 cpeterschmidt@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment:	Strategic Plan
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Recommend approval to award contract with Halme for the bypass and maintenance of the lift station.

Background/History:

The Clarke Avenue Lift Station was constructed more than twenty years ago and was not designed to be easily maintained. The station was built without provisions for a bypass. The wet wells fill up with debris that is very difficult to remove due to poor access and creates a safety hazard. The pumps can only be worked on and maintained when isolated from the intake and discharge headers. The isolation valves in the lift station have all aged and worn to the point where they no longer will fully close, and therefor are unable to isolate equipment as needed.

In order to perform necessary maintenance work, the station must be fully bypassed while the isolation valves are replaced. This project will construct bypass facilities, bypass pump the flows around that station, replace the failed valves, and clean the wet wells. Once completed, routine maintenance and operations will be possible again, and the bypass facilities (intake and discharge points for temporary pumps) will remain in case of future need or emergencies.

Executive Summary:

- Bid was advertised July 31st and due August 19th
- Clarke Avenue Lift Station valves have failed and the wet well is full of debris.
- Replacement of the valves and cleaning can only occur during a station bypass.
- This project will construct ports as needed to facilitate a temporary bypass.
- Valves will be replaced and wet well cleaned during the bypass.
- The ports will remain for future and/or emergency bypass needs.
- Contract amount is for $675,941.46 Funding is from the Wastewater Management Capital Plan, revenue is from sewer rates.

Budget Impact:

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

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

If new, specify funding source: Department

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:

City Clerk's No. OPR 2019-0694

City of Spokane

PUBLIC WORKS CONTRACT

Title: **CLARKE AVENUE LIFT STATION BYPASS & MAINTENANCE**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HALME CONSTRUCTION, INC.**, whose address is 8727 West Highway 2, #100, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **CLARKE AVENUE LIFT STATION BYPASS & MAINTENANCE**, selected via RFB 5134-19.

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, the contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TERM OF CONTRACT. This Contract shall begin on August 26, 2019, and ends on December 31, 2019, unless amended by written agreement or terminated earlier under the provisions.

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

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

6. COMPENSATION. Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SIX HUNDRED SEVENTY FIVE THOUSAND NINE HUNDRED FORTY ONE AND 46/100 DOLLARS ($675,941.46),** not including applicable taxes,

unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

7. PAYMENT. The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, Administration Office, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

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

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

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

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

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

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

b. A Washington Employment Security Department number, as required in Title 50 RCW;

c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

d. An electrical contractor license, if required by Chapter 19.28 RCW;
e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars ($600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars ($100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).

2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.

3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

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

17. EXECUTIVE ORDER 11246.

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

forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

18. 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.

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

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

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

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

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

24. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a mi6imum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

25. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at 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.

26. 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.

27. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

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

29. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City,

Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a “Force Majeure Event”). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

HALME CONSTRUCTION, 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:

Payment Bond
Performance Bond
Certification Regarding Debarment

19-151

PAYMENT BOND

We, HALME CONSTRUCTION, INC., as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SIX HUNDRED SEVENTY FIVE THOUSAND NINE HUNDRED FORTY ONE AND 46/100 DOLLARS ($675,941.46)**, not including applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **CLARKE AVENUE LIFT STATION BYPASS & MAINTENANCE**. If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____.

HALME CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, **HALME CONSTRUCTION, INC.**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SIX HUNDRED SEVENTY FIVE THOUSAND NINE HUNDRED FORTY ONE AND 46/100 DOLLARS ($675,941.46),** not including applicable taxes, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **CLARKE AVENUE LIFT STATION BYPASS & MAINTENANCE**. If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____

HALME CONSTRUCTION, INC.,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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)

Clarke Ave Lift Station Bypass & Maintenance

Submit this page with your bid

Item	Quantity	Unit	Unit Cost	Total
Mobilization	1	LS	67,000.00	67,000.00
Gravity Line Reestablishment	1	LS	9,842.39	9,842.39
Special Manhole #3 Modifications	1	LS	88,000.00	88,000.00
Bypass Pumping System	1	LS	124,125.21	124,125.21
Bypass Pumping Operations	20	Day	5,516.68	110,333.60
Flow Diversion System/Plugs	1	LS	13,791.69	13,791.69
Valve Installation	1	LS	55,068.44	55,068.44
Wet Well Cleaning	230	CY	539.68	124,126.40
24-Inch Force Main Port	1	LS	83,653.73	83,653.73
Total (transfer this number to **Invitation to Bid**)				675,941.46

"Mobilization", lump sum; shall be full payment for qualifying expenses only, as defined in Section 1-09.7 and shall be paid in a single payment. Payment shall include any security measures needed to protect the contractor's equipment, materials, and the job site.

"Gravity Line Reestablishment", lump sum; shall be full payment for furnishing the tools, labor, equipment, and materials required to complete the work as specified, complete, and in accordance with City Standards.

"Special Manhole #3 Modifications", lump sum; shall be full payment for furnishing the tools, labor, equipment, and materials required to complete the work as specified, complete, and in accordance with City Standards.

"Bypass Pumping System", lump sum; shall be full payment for furnishing the tools, labor, equipment, and materials required to complete the work as specified, complete, and in accordance with City Standards.

"Bypass Pumping Operations", lump sum; shall be full payment for furnishing the tools, labor, equipment, and materials required to operate the system as specified, complete, and in accordance with City Standards.

"Flow Diversion System/Plugs", lump sum; shall be full payment for furnishing the tools, labor, equipment, and materials required to complete the work as specified, complete, and in accordance with City Standards.

"Valve Installation", lump sum; shall be full payment for furnishing the tools, labor, equipment, and materials required to complete the work as specified, complete, and in accordance with City Standards.

"Wet Well Cleaning", lump sum; shall be full payment for furnishing the tools, labor, equipment, and materials required to complete the work as specified, complete, and in accordance with City Standards.

"24-inch Force Main Port", lump sum; shall be full payment for furnishing the tools, labor, equipment, and materials required to complete the work as specified, complete, and in accordance with City Standards.

THESE NEXT THREE PAGES MUST BE COMPLETED AND UPLOADED INTO THE CITY OF SPOKANE'S ELECTRONIC BIDDING SYSTEM AND INFORMATION MUST BE SUBMITTED ONLINE PER INSTRUCTIONS TO BIDDERS PARAGRAPH #16.

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: #5134-19 Clarke Avenue Lift Station Bypass & Maintenance

BIDDER'S DECLARATION.
The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.
The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID:
(Total from Unit Price Bid form): $675,941.46

SALES TAX (8.9%) $60,158.79

TOTAL BASE PRICE: $736,100.25

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) 1 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work by November 1, 2019.

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. HALMECI061R7
(must be in effect at time of bid submittal) _____

U.B.I. Number 601 553 217

Washington Employment Security Department Number 806 628 001

Washington Excise Tax Registration Number 601 553 217

City of Spokane Business License Number T10056384BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

Name of Bidder: Halme Construction, Inc.

Scott Halme
Signature of Bidder's Authorized Representative

General Manager
Title

8727 W Hwy 2 #100 Spokane WA 99224
Address

509-725-4200
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 8/19/2019
date

(Seal Or Stamp)

DEANNA C. EK
My Commission Expires
NOTARY
PUBLIC
January 29, 2023
STATE OF WASHINGTON

Deanna Ek, Accounting Manager
Signature of Notary Public

My appointment expires 12/16/2020

Worksheet

Reference Number	Description	Type	UOM	Quantity	Extended Estimate
Bid Price Ratio					
Total					
Pricing Group					
#1	BASE BID (Total from Unit Price Bid form)	Base	ea	1	
#2	TRENCHING SYSTEM (When a trench excavation will exceed a depth of four feet)	Base	ea	1	
#3	SALES TAX 8.9%	Base	ea	1	

Halme Construction, Inc.

100%	
$736,100.25	
	$736,100.25
$675,941.46	
$0.00	
$60,158.79	

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/26/2019
		Clerk's File #	OPR 2019-0695
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ALI BRAST 625-6638	Project #	
Contact E-Mail	ABRAST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4700 - MFTE FOR 2001 W 7TH AVENUE		

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with D&G Holdings, LLC for 4 new multi-family housing units located at 2001 W 7th Ave, Parcel Number 25244.4809. Previously, there was a multi-family structure on this lot,

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

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

Approvals		Council Notifications	
Dept Head	WEST, JACQUE	**Study Session**	
Division Director	CORTRIGHT, CARLY	**Other**	Urban Experience 9/9/19
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	abrast@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kbecker@spokanecity.org	
Additional Approvals		ccortright@spokanecity.org	
Purchasing		dnorman@spokanecity.org	
		sbishop@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

but per the Building Official process, the property was condemned and ordered to be demolished. That demolition took place in 2016 and since then the site has been vacant.

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	September 9, 2019
Contact (email & phone):	Ali Brast (abrast@spokanecity.org, 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	Teresa Sanders
Committee(s) Impacted:	Urban Experience
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)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract

Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Executive Summary:

- *Applicant applying for a conditional contract for a new 4-plex at 2001 W 7th Ave.*
- *Property is zoned RMF, so use is allowed*

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

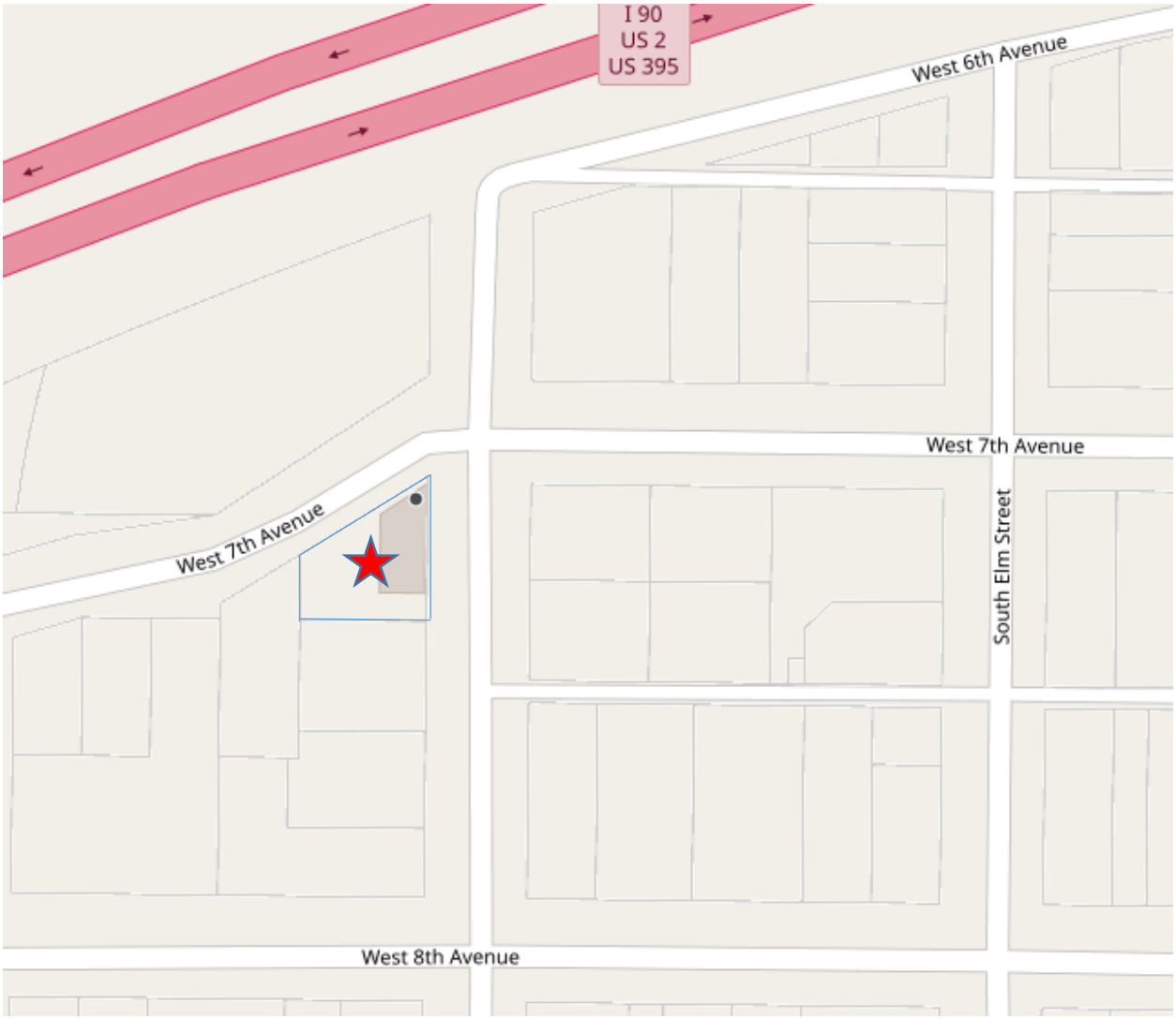
Specify changes required:

Known challenges/barriers:

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: 7th Ave 4-plex	
Number of units in the project	4
***Average Property Value Exempt per unit**	**$121,094**
Estimated City Property **Tax forgone annually per unit**	$208
Estimated Property Tax saved per project annually	$6,588
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	$79,050
Estimated City **Tax forgone during the term of exemption per unit**	$2,499
Estimated City **Tax forgone during the term of exemption all units**	$29,993
Once a project has met programmatic criteria the owner can expect to save approximately $1,600 on their tax bill for every $120,000 of Exempt Assessed Value on the housing portions of the property.	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and D&G Holdings, LLC, as "Owner" whose business address is 33631 Cedar Park Place, Cottage Grove, OR 97424.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

CONNONS ADDITION PTN BLK 50 & VAC ST DAF; BEG AT NE COR BLK 51 TH N ALG E LNBLK 51 EXTENDED TO INTR WITH S R/W LN 7TH AVE; TH SWLY ALGSD R/W TO A PT THAT IS 8FT ELY OF W LN LT 2 BLK 51 EXTENDEDNLY; TH S TO INTR WITH N LN BLK 51 TH E TO POB

Assessor's Parcel Number(s) 25244.4809, commonly known as 2001 W 7th Ave, Spokane, WA 99204.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall

fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 4 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be

given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this 19th day of July, 2019

CITY OF SPOKANE

By: _____
Mayor, David A. Condon

Attest:

_____
City Clerk

D&G Holdings, LLC

By: _____

Its: Member, Trustee

Approved as to form:

_____
Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2019.

_____

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF OREGON)
) ss.
County of Lane)

On this 19th day of July, 2019, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared George E Devine _____, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 19th day of July, 2019.

Barbara E Lane Munsell

Notary Public in and for the State
of Oregon, residing at Cottage Grove OR

My commission expires 01-18-2020

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/27/2019
		Clerk's File #	OPR 2019-0696
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ALI BRAST 625-6638	Project #	
Contact E-Mail	ABRAST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4700 - MFTE FOR 6030 N. ASTOR STREET		

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with Pence Properties North for seven new multi-family housing units located at 6030 N Astor, Parcel Number 36322.1417.

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

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

Approvals		Council Notifications	
Dept Head	WEST, JACQUE	**Study Session**	
Division Director	CORTRIGHT, CARLY	**Other**	PIES 7/22/19
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT	abrast@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kbecker@spokanecity.org	
Additional Approvals		ccortright@spokanecity.org	
Purchasing		dnorman@spokanecity.org	
		sbishop@spokanecity.org	
		rtrapp@spokanecity.org	

Briefing Paper
PIES Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	July 22, 2019
Contact (email & phone):	Ali Brast (abrast@spokanecity.org, 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	Teresa Sanders
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)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract

Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Executive Summary:

- *Applicant applying for a conditional contract for a new 7-unit apartment building on a vacant lot at 6030 N Astor*
- *Property is zoned CC4-EC, so use is allowed.*
- *One of the first projects to utilize the Centers and Corridors Parking Exemption for MFTE projects*

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.)

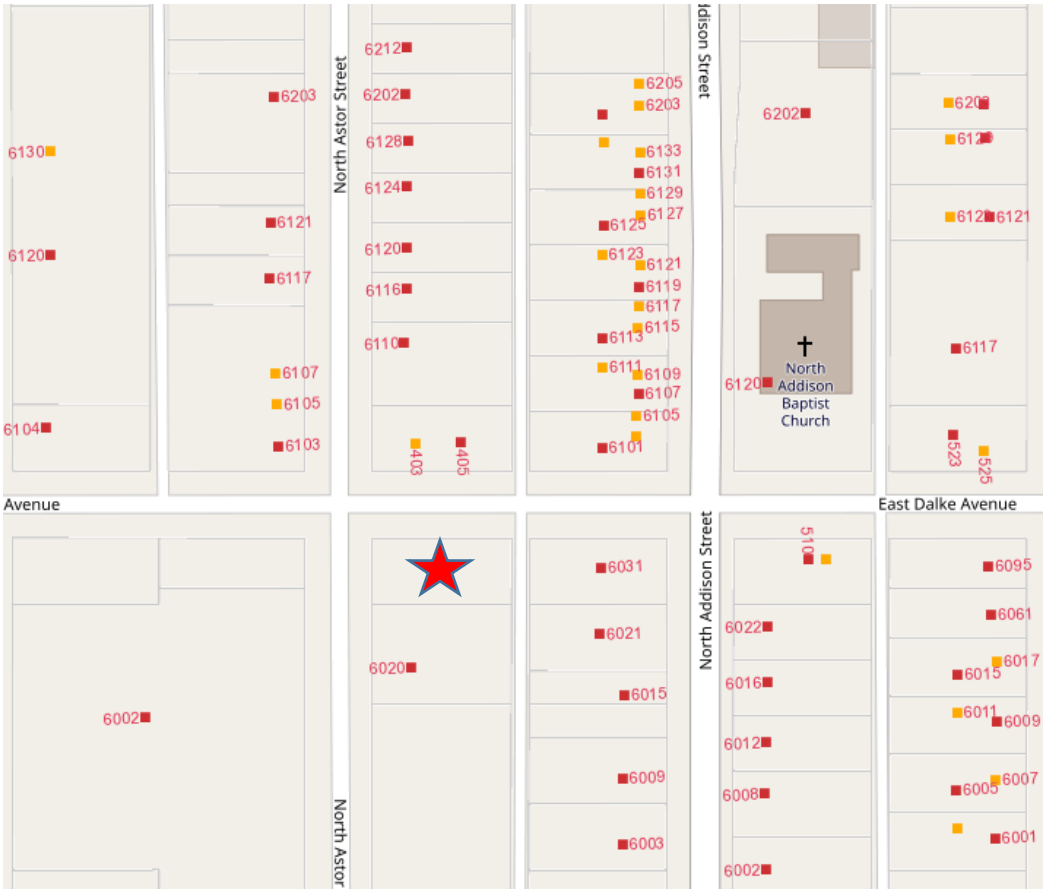
Operations Impact:

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:

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Astor Townhomes	
Number of units in the project	7
***Average Property Value Exempt per unit**	**$121,094**
Estimated City Property **Tax forgone annually per unit**	$364
Estimated Property Tax saved per project annually	$11,528
Enter the number of years of MFTE (8 or 12)	12
Estimated Property Tax saved during the term of exemption	$138,338
Estimated City **Tax forgone during the term of exemption per unit**	$4,374
Estimated City **Tax forgone during the term of exemption all units**	$52,487
Once a project has met programmatic criteria the owner can expect to save approximately $1,600 on their tax bill for every $120,000 of Exempt Assessed Value on the housing portions of the property.	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and Pence Properties North, as "Owner" whose business address is PO Box 10854, Spokane, WA 99209.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

SPOKANE TER L39-40 B43

Assessor's Parcel Number(s) 36322.1417, commonly known as 6030 N. Astor St, Spokane WA.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the

rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 6 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this 12TH day of AUGUST, 2019

CITY OF SPOKANE

By:_____

Mayor, David A. Condon

Attest:

_____

City Clerk

Pence Properties North

By: Joseph E Pence Sr.

Its: President

Approved as to form:

_____

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 12 day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12 day of August, 2019.

Trudy M Allred

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires 7/27/2021

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 12 day of August, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Joseph Pence, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 12 day of August, 2019.

Trudy M. Allred

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires 7/27/2021

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/27/2019
		Clerk's File #	OPR 2019-0697
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ALI BRAST 625-6638	Project #	
Contact E-Mail	ABRAST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	4700 - MFTE FOR 731 SOUTH GARFIELD STREET		

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with The Perry Group, LLC for 32 new multi-family housing units located at 731 S Garfield, Parcel Number 35204.0543.Tax exemption would not apply to existing units nor existing commercial space

Summary (Background)

RCW Chapter 84.14 authorized the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council Enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas.

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

Approvals		Council Notifications	
Dept Head	WEST, JACQUE	**Study Session**	
Division Director	CORTRIGHT, CARLY	**Other**	Urban Experience
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	DALTON, PAT	abrast@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kbecker@spokanecity.org	
Additional Approvals		ccortright@spokanecity.org	
Purchasing		dnorman@spokanecity.org	
		sbishop@spokanecity.org	
		rtrapp@spokanecity.org	

Briefing Paper
Urban Experience Committee

Division & Department:	Development Services Center
Subject:	MFTE Conditional Contract
Date:	September 9, 2019
Contact (email & phone):	Ali Brast (abrast@spokanecity.org, 625-6638)
City Council Sponsor:	TBD
Executive Sponsor:	Teresa Sanders
Committee(s) Impacted:	Urban Experience
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)	SMC 08.15 Multi- Family Housing Property Tax Exemption
Strategic Initiative:	
Deadline:	Will file for Council consideration following committee meeting
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of Conditional Multi-Family Tax Exemption contract

Background/History: Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. Pursuant to Ordinance No. C-35524, the regulations were revised, allowing for rental rates of up to 115% AMI. The State statute and the City ordinance require the City to approve the application regarding the tax exemption and the necessary construction requirements. This contract authorizes the appropriate city official to enter into the Multiple Family Housing Property Tax Exemption Agreement, which will ultimately result in the issuance of a final certificate of tax exemption to be filed with the Spokane County Assessor's Office.

Executive Summary:

- *Applicant applying for a conditional contract for 32 new units at 731 S Garfield in a cohousing development.*
- *Property is zoned RMF, so use is allowed*

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

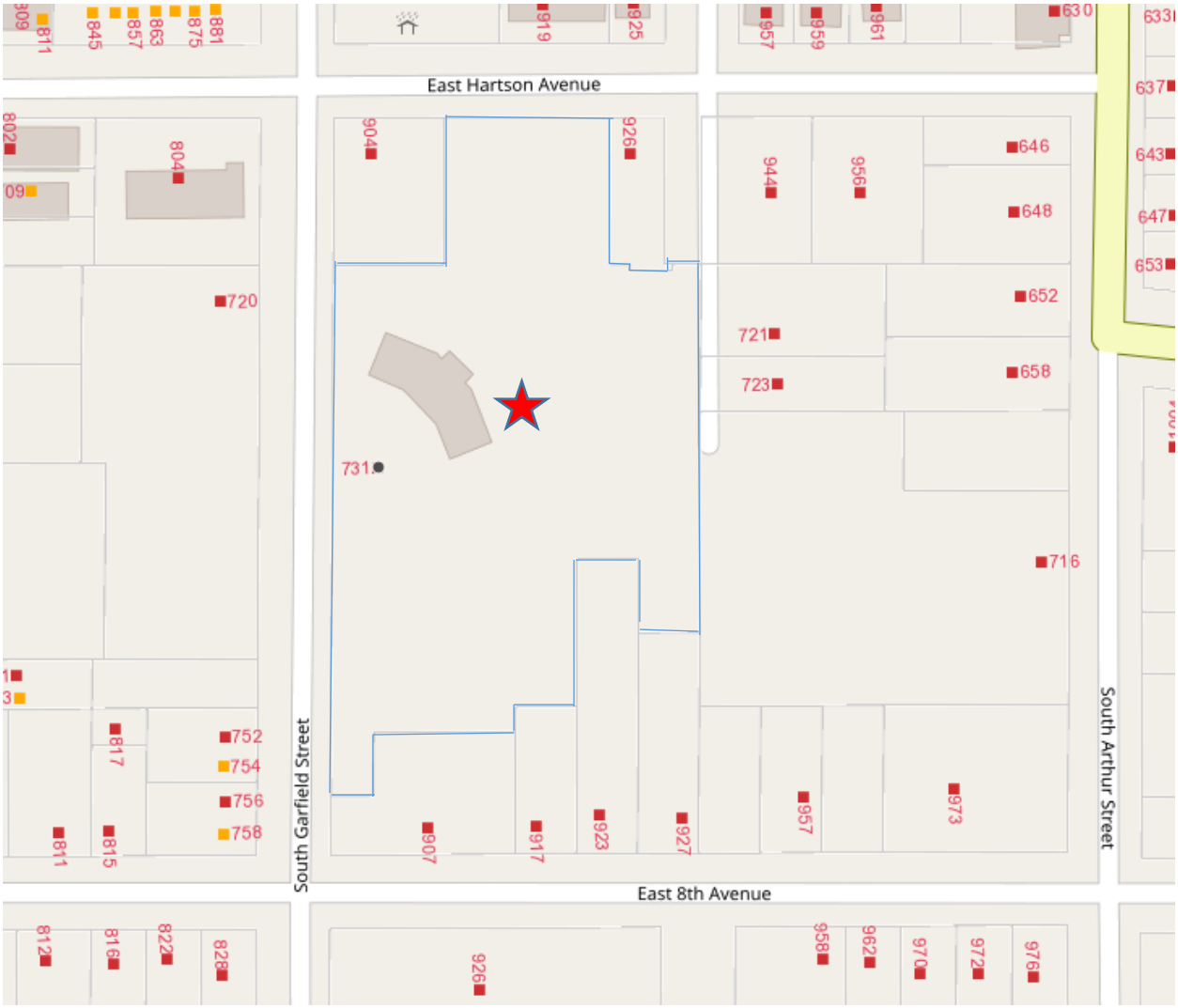
Specify changes required:

Known challenges/barriers:

Tax Abatement Information:

2019 Multi-Family Tax Exemption MFTE Property Tax Forgone & Savings Calculator	
Project Name: Haystack Heights	
Number of units in the project	32
***Average Property Value Exempt per unit**	**$121,094**
Estimated City Property **Tax forgone annually per unit**	$1,666
Estimated Property Tax saved per project annually	$52,700
Enter the number of years of MFTE (8 or 12)	8
Estimated Property Tax saved during the term of exemption	$421,602
Estimated City **Tax forgone during the term of exemption per unit**	$13,330
Estimated City **Tax forgone during the term of exemption all units**	$106,640
Once a project has met programmatic criteria the owner can expect to save approximately $1,600 on their tax bill for every $120,000 of Exempt Assessed Value on the housing portions of the property.	
*Average Property Value Exempt per unit is based upon the average of all properties currently in the MFTE Program and 2017 Property value assessments	

Site Map:



MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and The Perry Group LLC, as "Owner" whose business address is 924 E 9th Ave, Spokane, WA 99202.

W I T N E S S E T H:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

LOTS 3 & 5, BLK 6 OF HARTSON'S SUBDIVISION OF BLOCKS 3,4,5,6,7,8 OF HARTSON AND TOWNSEND'S HIGHLAND PARK ADDITION. EXC THAT PTN OF SD L3 DAF: BEG AT THE SE COR OF LOT A BLK 6 OF SD PLAT; THN89°47'04"E 7FT; TH S00°12'56"E 4.50FT; TH S89°47'04"W 35FT; TH N00°12'56"W 4.50FT; TH N89°47'04"E 28FT TO THE POB. TOG/W THE N60FT OF THE E50FT OF LOT 7 BLK 6, AND THE W200FT OF LOT 7 BLK 6 OF SDPLAT. TOG/W LOTS B, C, & D OF LOT 1, BLK 6 OF SD PLAT. TOG/W A PORTION OF LOTS D, E & F OF SUBDIVISION OF LOT 9, BLOCK 6, HARTSON AND TOWNSEND'S HIGHLAND PARK ADDITION DAF: THE N20FT OF THE SD LOTS D,E & F. ALSO TOG/W THE N72FT OF THE W35FT OF SD LOT F. (PARCEL A Z18-732BLA, AFN6754589)

Assessor's Parcel Number(s) 35204.0543, commonly known as 731 S Garfield St, Spokane, WA 99202.

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.

2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received. However, if the proposal includes rehabilitation or demolition in preparation for new construction, the residential portion of the building shall fail to comply with one or more standards of applicable building or housing codes, and the rehabilitation improvements shall achieve compliance with the applicable building and construction codes.

3. If the property proposed to be rehabilitated is not vacant, the Owner shall provide each existing tenant with housing of comparable size, quality and price and a reasonable opportunity to relocate.

4. The Owner intends to construct on the site, approximately 32 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the County's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of eight years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not

responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to approval by the City Council.

DATED this 6th day of August, 2019

CITY OF SPOKANE

By:_____

Mayor, David A. Condon

Attest:

_____

City Clerk

The Perry Group LLC

By:_____

Its: Authorized Signer

Approved as to form:

_____

Assistant City Attorney

State of Washington County of SPOKANE

Signed and sworn to (or affirmed) before me on 8/6/19 (date)
by JAMES DAWSON (name of person making statement).

Signature:_____
Title: NOTARY
My appointment expires: 10/29/19
MICHELLE L. FESSLER

MICHELLE L. FESSLER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 10-29-19

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/20/2019
		Clerk's File #	OPR 2019-0698
		Renews #	
Submitting Dept	FINANCE & ADMIN	Cross Ref #	
Contact Name/Phone	THEA PRINCE X6403	Project #	
Contact E-Mail	TPRINCE@SPOKANECITY.ORG	Bid #	RFP #5117-19
Agenda Item Type	Contract Item	Requisition #	MASTER
Agenda Item Name	5500 -CITY WIDE CONTRACT FOR OFFICE SUPPLY DELIVERY SERVICE		

Agenda Wording

Award contract to Kershaws Inc. (Spokane, WA) for an Office Supply Delivery Service for all City Departments through September, 2024. Estimated annual expenditure $250,000.00.

Summary (Background)

On 7/22/18 proposals were received to supply the City of Spokane with consumable office supplies. City departments will place office supply orders directly with the contractor, take next day delivery ad use the Purchasing Card as the primary payment tool. Proposals were received from one (1) vendor. An evaluation committee was formed and it is the recommendation of the committee to award this contract to Kershaws, Inc.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 250,000.00	# various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BROWN, SKYLER	**Study Session**	
Division Director	BROWN, SKYLER	**Other**	PIES 8/26/19
Finance	BUSTOS, KIM	Distribution List	
Legal	DALTON, PAT	tprince@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing	PRINCE, THEA		

Briefing Paper
Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Purchasing Department
Subject:	Approval of a 5 year contract with Kershaws Inc. (Spokane, WA) for an Office Supply Delivery Service for the City of Spokane Departments
Date:	8/26/19
Contact (email & phone):	Thea Prince (tprince@spokanecity.org x6403)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	

Background: The City of Spokane issued a Request for Proposals for an Office Supply Delivery Service for all City Departments. One response was received and evaluated by an evaluation committee consisting of four (4) city employees from various city departments and is unanimously recommending Kershaws Inc. for a contract.

Executive Summary:

- This contract facilitates the ordering and delivery of offices supplies for all City of Spokane departments.

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:

City Clerk's No. OPR 2019-0698

City of Spokane

CONTRACT

Title: OFFICE SUPPLY DELIVERY

THIS CONTRACT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as "City", and **KERSHAW'S INC**., whose address is 119 South Howard Street, Spokane, Washington 99201, as ("Kershaw's"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. Kershaw's shall provide the City with OFFICE SUPPLY DELIVERY SYSTEM, using the City's Purchasing Card and/or by purchase order, in accordance with the following:

A. City departments will be placing their own orders for office supplies using the City's Purchasing Card ("VISA") as the payment tool. Orders may also be placed by Purchase Order, which will require that the Vendor mail an invoice and allow Net 30 Days terms.

B. All purchases made with the City of Spokane Purchasing Card shall be charged at the prices offered by Kershaw's. All purchases made with a City of Spokane Visa shall be accompanied by an itemized receipt, which references the City of Spokane Visa transaction. Goods must not be charged to the credit card prior to actual shipment of goods to the City of Spokane.

C. All purchases made with a City of Spokane Purchase Order shall be invoiced to the ordering Department. All invoices must reference this Purchase Order Number. Each order is to be processed separately and not grouped with other City orders for shipping or invoicing purposes. There shall be no minimum order size and no minimum dollar amount for each order.

D. All returns and exchanges must be at no charge to the City within thirty (30) days of the original receipt. All deliveries shall be at no cost. All deliveries made to City Hall shall be made to the Receiving Room on the First Floor. A list of City ship-to addresses outside of City Hall is provided in Attachment A. Delivery of supplies from date of order shall not exceed TWENTY FOUR (24) hours for supplies in stock at Kershaw's warehouse and ten (10) working days for supplies that must be back-ordered. Kershaw's is required to keep an adequate inventory to meet the City's needs, especially on items listed in Attachment B. Back-orders must be kept to a minimum.

E. Each City of Spokane Department shall be issued a comprehensive office supply catalog

at no charge. Kershaw's shall have a minimum of 20,000 items of office supplies in its catalog. The City may order office supplies included in Kershaw's catalog, and office supplies not included in Kershaw's catalog. The term "office supplies" shall NOT include: computer equipment and peripherals; photocopiers; fax machines; office furniture; telephone and telecommunication equipment.

F. Attachment B represents a list of commonly used items. Kershaw's shall provide City Departments with a price listing/catalog of these common items.

2. CONTRACT DOCUMENTS. This written Contract, the specifications other than as expressly accepted to in the Kershaw's bid, the Kershaw's bid and the solicitation for bids comprise the contract documents, and are intended as a final expression of the Contract of the parties. In the event of conflict between the contract documents, the documents control in the order listed.

None of the terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of the City and delivered to Kershaw's, and any shipment received by the City will only be upon the terms and conditions contained in this Contract, notwithstanding the City's acts in accepting or paying for any shipment or any similar act of the City.

3. CONTRACT TERM. The Contract shall begin August 1, 2019 and run through July 31, 2024, unless terminated earlier.

4. COMPENSATION.

A. The City shall pay Kershaw's as follows:

1) Common use items are listed with a firm fixed price on Attachment B. City Departments will have access to this list via a printed list and it will also be available online.

2) Discounts from our catalog will be at least a 50% discount with a 10% floor.

3) Discounts for items not in Kershaw's catalog will be calculated at a cost plus rate.

B. Prices shall be firm for the initial term of the Contract. During the life of the Contract and any renewals, any price declines at the manufacturer's level shall be reflected in the immediate price reduction to the City.

5. PAYMENT. Kershaw's shall send its application for payment to the Accounting Department, Accounts Payable Division, Fourth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3304. All invoices must reference the Purchase Order Number. Payment will be made within thirty (30) days after receipt of Kershaw's' application. **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.

6. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

7. 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.

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

9. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

10. 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.

11. TERMINATION. Either party may terminate this Contract by sixty (60) days written notice to the other party. In the event of such termination, the City shall pay Kershaw's for all work previously authorized and performed prior to the termination date.

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

13. INSURANCE. During the term of the Contract, Kershaw's 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 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 agents, officers and employees are additional insureds but only with respect to Kershaw's services to be provided under this Contract.

C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than $1,000,000 each accident for bodily injury and property damage, including coverage owned, hired or 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 Kershaw's or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, Kershaw's 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 Kershaw'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. Kershaw's 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. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.

16. STANDARD OF PERFORMANCE. The silence or omission in the Contract regarding any detail required for the proper performance of the work, means that Kershaw's shall perform the best general practice.

17. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Kershaw's 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 Kershaw's.

18. 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. Kershaw's 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 Kershaw's 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.

19. AUDIT / RECORDS. Kershaw's and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. Kershaw's 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.

20. CONFIDENTIALITY/PUBLIC RECORDS. Notwithstanding anything to the contrary, City will maintain the confidentiality of Kershaw's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records

which are freely available upon request by anyone. In the event that City gets a valid public records request for Kershaw's materials or information, City will give Kershaw's notice and Kershaw's will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Kershaw's 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.

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

KERSHAW'S 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:
Attachment A: City ship-to addresses outside of City Hall
Attachment B: Kershaw's Pricing Sheet
Certificate Regarding Debarment

19-145

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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)

CITY OF SPOKANE
SHIP-TO ADDRESSES

**** ALL DELIVERIES TO CITY HALL WILL BE MADE TO THE RECEIVING AREA ON THE FIRST FLOOR *****

FIRE DEPARTMENT - STATION #1
CITY OF SPOKANE
W 44 RIVERSIDE AVENUE
SPOKANE WA 99201

FIRE TRAINING CENTER
CITY OF SPOKANE
1618 N REBECCA ST.
SPOKANE WA 99217

FIRE DEPT MAINTENANCE FACILITY
CITY OF SPOKANE
1610 N REBECCA
SPOKANE, WA 99217

FIRE DEPT DISPATCH CENTER
CITY OF SPOKANE
1620 NORTH REBECCA STREET
SPOKANE WA 99207

PROSECUTOR'S OFFICE
CITY OF SPOKANE
909 W MALLON AVENUE
SPOKANE WA 99201

MUNICIPAL COURT
CITY OF SPOKANE
1100 W MALLON AVENUE
SPOKANE WA 99260

MUNICIPAL PROBATION DEPARTMENT
CITY OF SPOKANE
1100 W MALLON
SPOKANE WA 99260

SPOKANE POLICE DEPARTMENT
CITY OF SPOKANE
1100 W MALLON AVENUE
SPOKANE WA 99260

SPOKANE POLICE ACADEMY
CITY OF SPOKANE
2302 N WATERWORKS STREET
SPOKANE WA 99212

SPOKANE POLICE PROPERTY EVIDENCE FACILITY
CITY OF SPOKANE
4010 E ALKI
SPOKANE WA 99202

SPOKANE POLICE DEPARTMENT
GARDNER BUILDING
1427 W GARDNER AVE
SPOKANE WA 99201

SPOKANE POLICE DEPARTMENT
DOWNTOWN PRECINCT
725 W RIVERSIDE AVE – STE 16
SPOKANE WA99201

SPOKANE POLICE DEPARTMENT
SOUTH PRECINCT
2116 E 1ST AVE
SPOKANE WA 99201

SPOKANE POLICE DEPARTMENT
NORTHEAST PRECINCT
3102 E DIAMOND AVE
SPOKANE WA 99217

PUBLIC DEFENDER'S OFFICE
CITY OF SPOKANE
N 824 MONROE STREET
SPOKANE WA 99201

STREET MAINTENANCE
CITY OF SPOKANE
901 N NELSON STREET
SPOKANE WA 99201

STREET DEPARTMENT
CITY OF SPOKANE
901 N NELSON STREET
SPOKANE WA 99202-3769

STREET DEPARTMENT - S & L
CITY OF SPOKANE
901 N. NELSON STREET
SPOKANE WA 99202-3769

STREET DEPARTMENT - S & M
CITY OF SPOKANE
901 N. NELSON STREET
SPOKANE WA 99202-3769

RIVERFRONT PARK
CITY OF SPOKANE
SPOKANE PARK & RECREATION
507 N HOWARD ST
SPOKANE WA 99201

PARK OPERATIONS
CITY OF SPOKANE
SPOKANE PARK & RECREATION
2304 E MALLON
SPOKANE WA 99202

WATER/HYDRO DEPARTMENT
CITY OF SPOKANE
E 914 NORTH FOOTHILLS DRIVE
SPOKANE WA 99207

WATER/HYDRO DEPT. - UPRIVER
CITY OF SPOKANE
N 2701 WATERWORKS STREET
SPOKANE WA 99212

WATER DEPARTMENT - WELD SHOP
CITY OF SPOKANE
E 914 NORTH FOOTHILLS DRIVE
SPOKANE WA 99205

WASTEWATER MAINTENANCE DEPT.
CITY OF SPOKANE
E 909 SPRAGUE AVENUE
SPOKANE WA 99202

RIVERSIDE PARK WATER RECLAMATION FAC
CITY OF SPOKANE
N 4401 A.L. WHITE PARKWAY
SPOKANE WA 99205

SOLID WASTE MANAGEMENT DEPT.
WASTE TO ENERGY FACILITY
2900 S. GEIGER BLVD
SPOKANE WA 99224-5400

SOLID WASTE MANAGEMENT DEPT.
CITY OF SPOKANE
910 N NELSON STREET
SPOKANE WA 99202

FLEET SERVICES
CITY OF SPOKANE
910 N NELSON
SPOKANE WA 99202

CITY OF SPOKANE

Report: Bid Summary Report

Date Run: 8/20/2019 9:05 AM

Group By: Group Label

Then By: Name

REPORT CRITERIA

Bid = RFP 5117-19

PRICING LINE ITEM RESPONSES (90 records)

COMPANY NAM	GROUP LABEL	CATEGORY NAME	REFERENCE NUMBER	DESCRIPTION	TYPE	UNIT OF MEASURE	UNIT PRICE	QUANTITY	EXT PRICE	AWARD DATE	BID NUMBER	BID TITLE	BID STATUS
PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS													
Kershaw's Inc													
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS		#5	BSN09953 BINDER, VIEW RR, 1" WHITE	Base	EA	$1.36	68.00	$92.48		RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS		#6	BSN09955 BINDER, VIEW RR, 1.5" WHITE	Base	EA	$1.89	82.00	$154.98		RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS		#8	BSN26741 BOOK, STN 6X9 GREG RULED 70SH GREEN	Base	EA	$0.94	93.00	$87.42		RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS		#1	RIT15-165 2 1/4 X 165 THERMAL 3 PK	Base	CS OF 50	$36.13	2.00	$72.26		RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS		#2	RIT15-303 2 1/4 X 42 THERMAL ROLL	Base	CS OF 48	$15.36	45.00	$691.20		RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS		#3	RIT54-230 3 1/8 X 273 THERMAL RECEIPT	Base	CS OF 50	$55.90	68.00	$3,801.20		RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval

Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#4	KERAT214 ADD TAPE, 2/14	Base	EA	$0.36	12.00	$4.32	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#7	BSN09957 BINDER, VIEW RR 2" WHITE	Base	EA	$2.05	23.00	$47.15	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#9	BSN36552 CLIP, BINDER LG BLACK	Base	BX	$1.32	87.00	$114.84	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#10	BSN36651 CLIP, BINDER MEDIUM BLACK	Base	DZ	$0.53	174.00	$92.22	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#11	BSN65364 CLIP, BINDER MINI BLACK	Base	DZ	$0.20	171.00	$34.20	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#12	BSN36550 CLIP, BINDER SMALL BLACK	Base	DZ	$0.21	233.00	$48.93	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#13	BSN65639 CLIP, GEM JUMBO	Base	BX	$0.44	299.00	$131.56	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#14	BSN65638 CLIP, PAPER #1 REGULAR	Base	BX	$0.15	305.00	$45.75	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#15	BSN65637 CLIPBOARD, 7X12.5 BROWN	Base	EA	$0.89	80.00	$71.20	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#16	VER49062 DRIVE, PINSTRIPE, 8G BLACK	Base	EA	$6.91	38.00	$262.58	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval

Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#17	BSN24305 DUSTER, CANNED AIR	Base	EA	$2.99	42.00	$125.58	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#18	BSN42255 ENVELOPE, INTER-DEPT 10X13	Base	BX	$20.99	18.00	$377.82	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#19	BSN42100 ENVELOPE, CAT 9X12 KRAFT	Base	BX	$19.90	34.00	$676.60	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#20	MMM6834 FLAG, POST-IT, .47X1.7" 4-COLOR	Base	PK	$3.30	24.00	$79.20	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#21	BSN17525 FOLDER, FILE, LTR, 1/3 MLA	Base	BX	$5.37	67.00	$359.79	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#22	SMD25040 FOLDER, FSTNR, ET, LTR, 2B1/3 BLU **NO SUBSITITES**	Base	BX	$28.42	25.00	$710.50	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#23	SMD34115 FOLDER, FSTNR, ET, LTR, 2B1/3 MAN **NO SUBSITITES**	Base	BX	$25.72	90.00	$2,314.80	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#24	MIIMG6114 GLOVES, EXAM, NIT, PF, XL BLACK**NO SUBSTITUTES**	Base	BX	$10.80	52.00	$561.60	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#25	AXCGPNB48100 GLOVEPLUS, NIT, BLK XLR (10 BX OF 100 EA PER CASE) **NO SUBSTITUTES**	Base	CS	$57.00	34.00	$1,938.00	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#26	AVE11112 INDEX, 8 TAB, INSERT, BIG TAB - CLEAR **NO SUBSTITUTES**	Base	ST	$0.75	85.00	$63.75	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval

Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#27	DYM30252 LABEL, ADD, LABELWRITER, WHITE	Base	BX	$16.55	27.00	$446.85	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#28	AVE5160 LABEL, MAIL, LSR 1X2-5/8 WHITE	Base	BX	$25.78	14.00	$360.92	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#29	BSN20855 LAMINATE, 9X11.5, 5 MIL	Base	BX	$8.29	27.00	$223.83	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#30	PENC505HB LEAD, PCL, SUP, .5MM, HB **NO SUBSTITUTES**	Base	TB	$0.45	63.00	$28.35	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#31	SAN30001 MARKER, PERM, SHARPIE, FN BLACK**NO SUBSTITUTES**	Base	EA	$0.69	461.00	$318.09	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#32	SAN30002 MARKER, PERM, SHARPIE, FN, RED **NO SUBSTITUTES**	Base	EA	$0.69	73.00	$50.37	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#33	SAN37001 MARKER, PERM, SHARPIE UF BLACK	Base	DZ	$8.28	23.00	$190.44	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#33	ESS25400 NOTEBOOK, 1 SUB, 8X5, NR, RECY, GREEN **NO SUBSTITUTES**	Base	EA	$3.43	110.00	$377.30	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#34	RED3122- NOTEBOOK, MEMO 5X3, WB, NR 60SH**NO SUBSTITUTES**	Base	EA	$0.50	78.00	$39.00	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#35	RED31120 NOTEBOOK, MEMO, WBT, 3X5 NR 60SH**NO SUBSTITUTES**	Base	EA	$0.50	1,377.00	$688.50	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval

Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#36	BSN26741 NOTEBOOK, STENO 6X9 GREEN 60SH	Base	EA	$0.95	500.00	$475.00	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#37	CCS23617 PAD, MOUSE, ECON BLK	Base	EA	$1.84	18.00	$33.12	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#38	UNISPECTRUM30 PAPER, MULT, RECY, LTR 20#	Base	CT	$36.80	342.00	$12,585.60	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#39	BSN36610 PAPER, NOTES, ADH 1.5X2" YELLOW	Base	PK	$0.95	61.00	$57.95	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#40	BSN36612 PAPER, NOTES, ADH 3X3" YELLOW	Base	PK	$1.92	61.00	$117.12	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#41	BSN36613 PAPER, NOTES, ADH 3X5" YELLOW	Base	PK	$3.40	21.00	$71.40	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#42	BSN21459 PAPER, NOTES ADH RECYCLED 1X2.5"	Base	PK	$2.11	12.00	$25.32	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#43	MMM654YW PAPER, POST-IT NOTE 3X3" YELLOW	Base	PK	$10.71	23.00	$246.33	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#44	BSN63108 PAPER, LEGAL PAD, LTR, WE	Base	DZ	$6.95	71.00	$493.45	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#45	BSN63105 PAPER, LEGAL PAD, LTR, CAN	Base	DZ	$6.95	18.00	$125.10	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval

Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#46	BSN63110 PAPER, LEGAL PAD, JUNIOR WHITE	Base	DZ	$4.86	33.00	$160.38	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#47	BICGSM11BK PEN, BP, STK, RND STIC MED BLACK**NO SUBSTITUTES**	Base	DZ	$0.99	89.00	$88.11	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#48	BICGSM11BE PEN, BP, STK, RND STIC MED BLUE**NO SUBSTITUTES**	Base	DZ	$0.99	42.00	$41.58	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#49	BICCSM11BK PEN, RTR, CLIC STIC, MED BLU	Base	DZ	$4.16	20.00	$83.20	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#50	BICGSM609BK PEN, BP, STK, RND STIC MED BLU	Base	BX (36)	$4.45	19.00	$84.55	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#51	ITA36175 PEN, BP, RTR MED BLK	Base	DZ	$3.95	35.00	$138.25	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#52	ITA36176 PEN, BP, RTR MED BLU	Base	DZ	$3.95	18.00	$71.10	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#53	ZEB22210 PEN, BP, RTR, Z-GRP, MED BLACK C	Base	DZ	$4.74	44.00	$208.56	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#54	MMF28704 PEN, CNTR, CHN, SECRAPEN, RPL, BLK**NO SUBSTITUTES**	Base	EA	$1.57	34.00	$53.38	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#55	PENBLN77A PEN, GEL, RTR, ENERGL DLX, MED BLK **NO SUBSTITUTES**	Base	EA	$1.36	54.00	$73.44	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval

Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#56	PENBLN77C PEN, GEL, RTR, ENERGL DLX, MED BLU **NO SUBSTITUTES**	Base	EA	$1.36	84.00	$114.24	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#57	PIL31020 PEN, GEL, RTR, G2/G27, FN BLK *NO SUBSTITUTES**	Base	DZ	$11.96	27.00	$322.92	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#58	PIL31021 PEN, GEL, RTR, G2/G27, FN BLU *NO SUBSTITUTES**	Base	DZ	$11.96	19.00	$227.24	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#59	PIL31506 PEN, GEL, GKNOCK, GBK7, FN BLK **NO SUBSTITUTES**	Base	DZ	$11.96	93.00	$1,112.28	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#60	PIL77241 PEN, REFL, GEL, BG27R, FN. BLU **NO SUBSTITUTES**	Base	EA	$2.17	25.00	$54.25	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#61	ITA36181 PEN, HILIGHTER, FLYL	Base	DZ	$1.49	22.00	$32.78	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#62	ITA36185 PEN, HILIGHTER, FLGN	Base	DZ	$1.49	16.00	$23.84	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#63	ITA36182 PEN, HILIGHTER, FLOR	Base	DZ	$2.84	13.00	$36.92	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#64	ITA30004 PEN, HILIGHTER, DSK CHSL, FLYL	Base	DZ	$2.94	14.00	$41.16	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#65	PENP205A PENCIL, MECH, SHKARP .5MM BLACK **NO SUBSTITUTES**	Base	EA	$2.69	36.00	$96.84	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval

Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#66	BAU68844 REEL, ID CARD W/SPG CLIP, BLACK	Base	EA	$2.59	39.00	$101.01	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#67	ITKKOR80CBR RIBBON, PRINT, NYL, "C" WIND BLACK	Base	EA	$1.44	49.00	$70.56	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#68	BSN15743 RUBBERBAND, #33 1 LB	Base	BG	$1.99	11.00	$21.89	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#69	BSN15729 RUBBERBAND, #117B 1 LB	Base	BG	$1.99	13.00	$25.87	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#70	GOJ965212 SANITIZER, HAND BURELL, BTL	Base	EA	$3.29	35.00	$115.15	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#71	BSN65647 SCISSORS, 8", SS, BLK HANDLES	Base	EA	$0.75	16.00	$12.00	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#72	SWI40501 STAPLER, FULLSTP, BLK	Base	EA	$4.56	72.00	$328.32	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#73	BSN65648 STAPLER, FULLSTP, BLK	Base	EA	$2.44	12.00	$29.28	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#74	BSN65649 STAPLES, CHISEL PT, STD	Base	BX	$0.52	157.00	$81.64	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#75	SWI35450 STAPLES, STD, SPDPT, SF4	Base	BX	$2.18	21.00	$45.78	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval

Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#76	ITA60032 TAPE, COR	Base	EA	$0.76	85.00	$64.60	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#77	TOM68620 TAPE, COR, MONO 1 LN	Base	EA	$2.53	39.00	$98.67	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#78	BICWOTAP10 TAPE, COR, WITE-OUT	Base	PK	$13.69	26.00	$355.94	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#79	ITA60233 TAPE, COR, SD-APPLY	Base	EA	$7.26	15.00	$108.90	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#80	BSN32954 TAPE, DISPENSER, BLK	Base	EA	$1.36	25.00	$34.00	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#81	BSN32952 TAPE, INVISIBLE, 3/4 X 1296"	Base	RL	$0.56	242.00	$135.52	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#82	MRC2930BX TISSUE, FACIAL, FLUFF-OUT	Base	BX	$0.81	31.00	$25.11	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#83	KCC03076 TISSUE, FACIAL, KLEENEX WHITE	Base	CS (12 bx)	$17.92	20.00	$358.40	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#84	ELI75387 TONER, CART, BRT TN360 BLACK	Base	EA	$25.10	12.00	$301.20	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#85	GJO96850 TOWEL, ROLL, WOUND HARD	Base	CS (6 rls)	$37.73	16.00	$603.68	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval

Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#86	SPR02160 WASTEBASKET, RECT 28 QT, BLACK	Base	EA	$3.26	13.00	$42.38	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#87	CLO30208 WIPES, DISINF, FRSCNT/CIT	Base	PK	$14.38	12.00	$172.56	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#88	CLO01599 WIPES, CLOROX, WHITE 75 EA	Base	PK	$8.98	12.00	$107.76	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval
Kershaw's Inc	PRICING - QUANTITIES ARE ESTIMATED ANNUAL USAGE - THIS QUANTITY IS NOT GUARANTEED. MAY BE MORE.. MAY BE LESS	#36_Alt	SPRG69 NOTEBOOK, STENO 6X9 GREEN 60SH	Alternate	EA	$0.75	500.00	$375.00	RFP 5117-19	Office Supply Delivery System	Closed to Bidding - Award pending Council Approval

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/22/2019
		Clerk's File #	OPR 2019-0699
		Renews #	
Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	CURTIS HARRIS 6284	Project #	
Contact E-Mail	CHARRIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	20871
Agenda Item Name	5900 ADVANCED RADON INSTALLATION TECHNOLOGIES INC CONTRACT		

Agenda Wording

Contract with Advanced Radon Installation Technologies Inc for Installation of a Radon Mitigation System at City Hall.

Summary (Background)

Advance Radon Installation Technologies Inc will be installing a Radon Mitigation System at City Hall.

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ $64,225.00	# 0020-88100-18900-54201-99999 (excluding tax)
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	HARRIS, CURTIS	**Study Session**	
Division Director	BROWN, SKYLER	**Other**	08/19/19 Finance Committee
Finance	BUSTOS, KIM	Distribution List	
Legal	DALTON, PAT	charris@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	laga@spokanecity.org	
Additional Approvals		lwilliams@spokanecity.org	
Purchasing		kbustos@spokanecity.org	

City Clerk's No. OPR 2019-0699

City of Spokane

PUBLIC WORKS AGREEMENT
10% Retainage Option – NO BONDS

Title: **RADON MITIGATION SYSTEM INSTALLATION**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ADVANCED RADON INSTALLATION TECHNOLOGIES, INC.**, whose address is 631 North Hogan, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is for the INSTALLATION OF A RADON MITIGATION SYSTEM AT CITY HALL; and

WHEREAS, the Contractor was selected through a Request for Bids No. 4519-19 issued by the City;

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

1. TERM OF AGREEMENT.
The term of this Contract begins on or around August 15, 2019, and ends on December 31, 2019, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.
The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on or about 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 Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Agreement is described in Advanced Radon Technologies, Inc.'s Technical/Management Proposal, which is attached as Exhibit A to and made a part of this Agreement. In the event of a conflict or discrepancy in the Agreement documents, this City Public Works Agreement controls.

The Contractor shall provide the following Work for the City:

INSTALLATION OF A RADON MITIGATION SYSTEM AT CITY HALL

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

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **SIXTY FOUR THOUSAND TWO HUNDRED TWENTY FIVE AND NO/100 DOLLARS ($64,225.00)**, excluding applicable tax, 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 Company shall submit its applications for payment to Asset Management, 808 West Spokane Falls Blvd., Spokane, Washington 99201. Payment submission contacts shall be provided to the Contractor upon project kick-off. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application 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 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. RETAINAGE IN LIEU OF BOND.
The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. **In lieu of a one hundred percent (100%) payment/performance bond, in accord with RCW 39.08.010, the City shall retain ten percent (10%) of the contract sum** for thirty (30) days after date of final acceptance or until receipt of required releases and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

6. PUBLIC WORKS.
The following public works requirements apply to the work under this Agreement.

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

B. **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. PUBLIC WORKS REQUIREMENTS.
The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW

39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

8. TAXES, FEES AND LICENSES.

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

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

10. 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 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.

11. INDEMNIFICATION.

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

12. 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 total occurrence limit of not less than $1,000,000 for bodily injury and property damage. It shall include pesticide or herbicide applicator coverage, premises and operations, independent contractors, products and completed operations, personal injury liability, and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under the contract. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a minimum of $1,500,000, in order to meet the insurance coverages required under this Contract;

C. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of the improvement. Hazard or XCU (Explosion, Collapse, Underground) Insurance should be provided if any hazard exists; and

D. **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 thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. 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).

14. INDEPENDENT CONTRACTOR.
The Contractor is an independent Contractor. This Agreement 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 Agreement 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.

15. ASSIGNMENT AND SUBCONTRACTING.
The Contractor 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 Contractor shall incorporate by reference this Agreement, 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 Agreement, whether before or after City consent, assignment or subcontract.

16. 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 Contractor for all work previously authorized and performed prior to the termination date.

17. 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 Agreement are performed.

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. CONSTRUAL.
The Contractor acknowledges receipt of a copy of the Agreement documents and agrees to comply with them. The silence or omission in the Agreement 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.

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.

21. 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 Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for one (1) year craftsmanship and forty (40) years prorated factory warranty on material following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

22. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
C. This 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 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 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.

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

ADVANCED RADON INSTALLATION TECHNOLOGIES, 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:
_____	_____
	Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Company's Technical/Management Proposal
Exhibit B – Certification Regarding Debarment
Exhibit C – Certification of Compliance with Wage Payment Statutes

EXHIBIT A

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. 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 C

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

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (April 22, 2019), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

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

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

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐
State of Incorporation, or if not a corporation, State where business entity was formed:

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

_____

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

Briefing Paper
Sustainable Resources

Division & Department:	Asset Management Dept – Finance Division
Subject:	Radon Mitigation Contract – City Hall
Date:	8/19/2019
Contact (email & phone):	Curtis Harris, charris@spokanecity.org, 625-6284
City Council Sponsor:	
Executive Sponsor:	Theresa Sanders
Committee(s) Impacted:	Sustainable Resources 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)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	To mitigate the levels of Radon detected in the lower level of City Hall

Narrative: To bring forward the radon mitigation contract for approval

Executive Summary:

In October of 2018 the Asset Management Department began testing the lower level of City Hall for Radon based on an "at home" testing kit independently brought in by an employee found the presence of Radon. Asset Management tested 7 areas in the basement including the council chambers, maintenance shop, I.T. Helpdesk, reprographics, briefing center, gym, and mailroom. We found the presence of Radon in every location.

The EPA recommends remediation at 4 pCi/L for residential applications and the OSHA radon exposure limit for adult employees is 100 pCi/L averaged over a 40-hour workweek. The OSHA standard also requires employers to survey the workplace as necessary. Such evaluation includes a physical survey of the location of materials and equipment, and measurements of levels of radiation or concentrations of radioactive material present.

After the first round of testing in October of 2018 we changed the control strategy of the air handlers to bring in as much outside air as possible to see if it were possible to mitigate the radon levels without dedicated mechanical mitigation. We tested all areas again and found that for the most part the radon levels decrease with the addition of the increased outside air, however it is not feasible to bring in outside air all times of the year given our climate and fire season. Another obstacle to this strategy is the fact that the main air handlers must run 24/7 to fully mitigate the radon. Currently they run from 6:00 am – 6:00 pm M-F, and that would more than double with the additional weekday hours and weekends. This increases energy and maintenance costs for the equipment.

An RFP was issued in April of 2019 for the design and installation of a radon mitigation system for City Hall with Advance Radon Technologies proving the low bid of $69,941.03. Asset Management is requesting 10% more for contingencies of $6,994.10, bringing the total contract amount to $76,935.13. We are seeking council approval of the contract and scope of work.

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:

Advanced Radon Technologies
Radon Testing / Radon & VOC Mitigation
Servicing the Northwest Since 1991
Washington State Contractor's License #:ADVANRT06402

Web Site: Advancedradontech.net
E-Mail:advancedradontech@yahoo.com

631 N Hogan St • Spokane, WA 99202 • Telephone No: (509) 326-5127 • Fax No: (509) 328-2927

April 29, 2019

Honorable Mayor
Members of the City Council
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

Re: Project #4519-19 Radon Mitigation System Installation

Dear Honorable Mayor & Members of City Council,

Advanced Radon Technologies, Inc. (ART) is pleased to provide this proposal for the Radon Mitigation System Installation to the City of Spokane. To familiarize you with our company, ART has actively been working in the radon industry since 1988. With our unique combination of patented radon testing equipment and design experience, we offer capabilities not found in any other firm in the Western United States. As a licensed contractor, our staff have completed radon mitigation projects ranging from the 9-story U.S. Federal Courthouse/U.S. Post Office in Spokane to several school districts to thousands of single-family residences. The experience ART has with commercial radon testing and mitigation in new and existing structures, along with large commercial HVAC design, air balance, and building commissioning gives vast insight into the role of mechanical systems and controls and their impact on radon entry and mitigation system design.

We have a tremendous amount of experience performing work similar to the specs that the City of Spokane requires for this project having 31 years designing and installing radon mitigation systems for large commercial applications. We feel very confident that we can provide the best possible solution to the City of Spokane as this project opportunity fits squarely within our areas of core competence.

We look forward to working with you on this project. Should you have any questions concerning our proposal, please contact David Gerard at the contact number listed above.

Sincerely,

David M Gerard
President/Owner

Advanced Radon Technologies
Radon Testing / Radon & VOC Mitigation
Servicing the Northwest Since 1991
509-326-5127
Washington State Contractor's License #:ADVANRT06402

Web Site: Advancedradontech.net
E-Mail:advancedradontech@yahoo.com

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DAVID A. CONDON
MAYOR

CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

April 16, 2019

ADDENDUM NO. 1

BID #4519-19 RADON MITIGATION SYSTEM INSTALLATION

This Addendum is being issued to distribute the questions/answers presented at the mandatory pre-bid meeting held on April 12, 2019 and to extend the due date by one (1) week.

SUBMISSION OF BIDS.
Submit one (1) original copy of the bid by 1:00 p.m., Monday, April 29th, 2019 to:

DELIVERY BY MAIL:
City of Spokane – Purchasing
6th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

HAND DELIVERY:
City of Spokane – "My Spokane" Service Desk
1st Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

Deadline for further questions is Friday, April 19.

Q. Do you want the Radon rating to be below 4 during occupied hours or 24/7?
A. Occupied

Q. Are all walls Rated Assemblies?
A. Yes

Q. Can the risers be boxed in?
A. Yes

Q. Are there any unfinished spaces in the mailroom?
A. No. Additionally the storage room, Main Electric, Maintenance and Boiler room are all unfinished spaces with no dampers or air vents

Q. Is there any below grade electrical or plumbing?
A. No electrical, will provide plans to verify plumbing

Q. Regarding venting options – must it go up and out roof?
A. It may, other option is to vent on 2nd floor roof or in 1st floor Mechanical room (directly above chiller room)

Q. Is Council Chambers lowest elevation in the building?
A. Yes

Q. The Maintenance Shop tested highest of all locations, do they have a different heating/cooling system than rest of building?
A. No

Thea Prince

Thea Prince
Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Advanced Radon Technologies, Inc.

Company

Authorized Signature

DAVID A. CONDON
MAYOR

CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

April 22, 2019

ADDENDUM NO. 2

BID #4519-19 RADON MITIGATION SYSTEM INSTALLATION

This Addendum is being issued to distribute the questions/answers presented at the mandatory pre-bid meeting held on April 12, 2019.

Q. Can we please have the Mechanical, Plumbing, Structural drawings for the building?
A. We do not have these available in digital form, but paper drawings will be available upon contract award.

Q. Can we please have you put the room numbers on the map of the basement room layout that you provided?
A. Resources to provide that are not available.

Q. Determine the rated assemblies.
A. We do not have detail of all assemblies or locations. Bids should presume at least 2 hour rating on each assembly.

Q. Are both single and 3-phase power available to us (especially on roof)?
A. Yes

Q. Will we have dedicated parking close to the building for our vehicles to allow for easy access to tools and equipment?
A. On a limited basis, based on workflow.

Q. Should we get the bid, can we have after-hours access to the building? The construction will be loud and dirty
A. Yes, any portion of work that is disruptive can be scheduled after hours.

Q. What was in the room directly South of the restrooms on basement floor?
A. Miscellaneous storage

Q. What was in the room directly North of the City Council Briefing Center?
A. Electrical closet, 2 elevators and stairwell. If referring to North of Chambers – storage room.

Q. For clearance testing post mitigation, what methods or standards will we be held to?
A. One week of results showing consistent readings below 4 pciL

Q. Will a certified radon technician need to be on site full time during construction?
A. No

Q. Will the proposals be evaluated based on lowest price or based on a percentage of importance by categories for example: Experience in performing similar work, Technical approach, Understanding of the work required, Qualifications of key personnel?
A. All of the above are considered.

Q. Because the Radon Industry is not on the schedule of prevailing wages for technicians, we will need the city to designate what worker wage we are to follow. If it is left up to the bidder what designation they want to pay their employees then we do not have a level playing field for bidding the job. HVAC technician is probably the closest we could see would be appropriate, but of course it is up to you.

A. The prevailing wage rate would be based on scope of work performed. While there is not a specific Radon Technician Journeyman rate, it would be broken down based on scope… i.e. Plumbers, Pipefitters, Steamfitters WAC 296-127-01364 would be used for anyone performing work under this scope … plumbers, pipefitters and steamfitters assemble, install and maintain piping systems, fixtures and equipment for the transportation of water, steam, gas, air, sewage, oil, fuels, liquids, ***gases***, or similar substances. Same would go for other scopes… if cement is repaired, cement mason… electrical for fan hook up, an electrician… etc.

Q. Are there certified payroll requirements that we are to follow?

A. Certified payroll should be completed and maintained by the contractor and available by request by either LNI or the City of Spokane.

Q. How many rooms must be retested post mitigation?

A. All of the rooms need to be tested post mitigation

Q. And do they have to be done with Continuous Radon Monitors (CRMs)?

A. Yes

Thea Prince

Thea Prince
Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR PROPOSAL, OR THE PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Advanced Radon Technologies, Inc.

Company

Authorized Signature

DAVID A. CONDON
MAYOR

CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400

REQUEST FOR BIDS

City of Spokane, Washington

BID NUMBER: **4519-19**

DESCRIPTION: **Radon Mitigation System Installation**

DUE DATE: **Monday, April 22nd, 2019**
No later than 1:00 p.m.

DELIVERY BY MAIL:
City of Spokane – Purchasing
6th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

HAND DELIVERY:
City of Spokane – "My Spokane" Service Desk
1st Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

BID SUBMITTED BY:

COMPANY Advanced Radon Technologies, Inc.

MAILING ADDRESS 631 N Hogan
Spokane, WA 99202

PHYSICAL ADDRESS 631 N Hogan
Spokane, WA 99202

PHONE NUMBER (509) 326-5127

E-MAIL ADDRESS advancedradontech@gmail.com

Thea Prince

THEA PRINCE
Purchasing

BID PROPOSAL

To: Honorable Mayor
Members of the City Council
City of Spokane, Washington

PROJECT: #4519-19 Radon Mitigation System Installation

BIDDER'S DECLARATION.
The undersigned bidder certifies that it has examined the site, read and understands the specifications for the above project, and agrees to comply with all applicable federal, state and local laws and regulations. The bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein.

BID OFFER.
The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The bidder proposes to do the project at the following price:

BASE BID: $ 64,225.00

SALES TAX: (8.9 %) $ 5,716.03

TOTAL: $ 69,941.03

ADDENDA.
The undersigned acknowledges receipt of addenda number(s) 1 & 2 and agrees that their requirements have been included in this bid proposal.

CONTRACT COMPLETION TIME.
The bidder agrees to start the work under this contract within ten (10) days of the Notice to **proceed and to substantially complete the specified work by December 31, 2019.**

LIQUIDATED DAMAGES.
In the event the bidder is awarded the contract and fails to complete the work within the time limit or any agreed upon time extensions, liquidated damages shall be paid to the City of Spokane in the amount of ZERO DOLLARS ($0.00) per working day until the work is satisfactorily completed.

BIDDER RESPONSIBILITY.

Washington State Contractor's Registration No. ADVANRT064O2
(must be in effect at time of bid submittal)

U.B.I. Number 600 161 121

Washington Employment Security Department Number 386406-00-5

Washington Excise Tax Registration Number 600 161 121

City of Spokane Business License Number T12029535BUS
(The successful bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

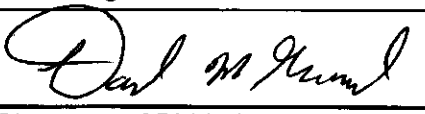
BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Name of Bidder: Advanced Radon Technologies, Inc. - David M Gerard



Signature of Bidder's Authorized Representative

President/Owner
Title

631 N Hogan, Spokane, WA 99202
Address

(509) 326-5127
Phone

IF INDIVIDUAL

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

IF PARTNERSHIP

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the partner(s) of the bidder, a partnership, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On _____
date

(Seal Or Stamp)

_____
Signature of Notary Public

My appointment expires _____

IF CORPORATION

I certify that I know or have satisfactory evidence that the above named person signed this bid proposal, on oath stated that he/she was authorized to sign it and acknowledged it as the representative of the bidder, a corporation, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

Signed and Sworn To (or Affirmed) Before Me On 4-29-19
date

(Seal Or Stamp)

ANGELA GRANTHAM
Notary Public
State of Washington
Commission No. 173978
My Comm. Expires Sept. 03, 2022

Angela Grantham
Signature of Notary Public

My appointment expires Sept 03, 2022

SUBCONTRACTOR LIST

PROJECT NAME: RADON MITIGATION SYSTEM INSTALLATION

IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST *(use additional pages if necessary):*

CONTRACTOR/SUPPLIER Patriot Electric, Inc.

TYPE OF WORK/BID ITEM Fan Wiring

AMOUNT $4,000

CONTRACTOR'S REGISTRATION NO. PATRIEI107D6

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION

The bidder has contacted minority and women's business enterprises (MBE/WBE) and, if the successful bidder on this project, it may award subcontracts to or enter into supply agreements with the following firms as indicated *(use additional sheets if necessary):*

NAME OF MBE/WBE* WA. STATE CERTIFICATION NO.	IDENTIFICATION & VALUE OF SUBCONTRACTS / SUPPLIES

MINORITY BUSINESS SUBCONTRACTING GOAL $_____ MBE TOTAL $_____

WOMEN'S BUSINESS SUBCONTRACTING GOAL $_____ WBE TOTAL $_____

COMBINATION GOAL: $_____ MBE/WBE TOTAL $_____

*Designate MBE or WBE

Mr./ Mrs./ Ms. _____ has been designated as the liaison officer for the administration of the dollar value of contract work to be performed by MBE/WBE firms.

BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of $ 3,497.05, which is equal to or more than five percent (5%) of the total bid.

Signature _____

Deposit returned on _____ by _____
(Date) (Name)

BID BOND

We, NA as Principal,
and NA as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the

RADON MITIGATION SYSTEM INSTALLATION

according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

SIGNED AND SEALED on _____

AS PRINCIPAL _____

By: _____

Title: _____

A valid POWER OF ATTORNEY must accompany this bond.

_____
AS SURETY

By: _____
Attorney in Fact

Advanced Radon Technologies
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509-326-5127
Washington State Contractor's License #:ADVANRT06402

Web Site: Advancedradontech.net
E-Mail:advancedradontech@yahoo.com

TECHNICAL/MANAGEMENT PROPOSAL

City of Spokane Project #4519-19
Radon Mitigation System Installation

1. Work Plan:

Advanced Radon Technologies, Inc. proposes a commercial system which involves radon mitigation by sub-slab depressurization of the structure as follows: Step 1: One 5" hole will be core drilled in the concrete floor. Step 2: A minimum of two 3/8" holes will be drilled around the perimeter of the affected area. Step 3: Approximately fifteen to 20+ gallons of earth will be removed from the 5" hole. Step 4: Our patented radon test fan will be centered over the 5" hole. (Please see the attached U.S. Patent in bid docs) Step 5: The soil gas pressures will be measured in each of the 3/8" holes using a micro-manometer. The test fan will then be started; the static pressure and the air exhaust volume will be gradually increased until the small test holes all read negative in pressure. The static pressure and exhaust volume will then be read from the radon test fan. Steps 1 through 5 will then be repeated in the other proposed sump locations until proper negative field pressure is extended to the perimeter of the entire concrete slab. Stepping up the CFM of the test fans during this phase of diagnostic testing for negative field pressure will ensure the most efficient air flow for mitigation and will provide information for the installation of proper duct size for the pressure loss of the entire system. ART anticipates 8-13 slab penetrations will need to be core drilled in order to mitigate the entire structure.

At this point the sump locations will be ducted with risers from their individual locations and will then be routed together and extended through the roof. In the Council Chambers area several penetrations will be made through the exterior wall along that side of the building and will be excavated under the slab and routed on the exterior of the structure near grade so as to keep the aesthetics of the chambers unaffected. During the routing phase, all fire rated assemblies will be fitted with the appropriately sized fire collars for the pipe diameter (Please see the attached fire collar assembly details in bid docs).

Through proper diagnostics and planning, ART can ensure appropriate sizing of the commercial fan that will be staged on the roof. The fan will be ordered and delivered, within 8 to 12 weeks, then installed on the roof utilizing a proper sized curb and spring isolation to minimize sound and vibration. A licensed electrical contractor will wire the fan. As the radon mitigation fan will run 24 hours/day, 7 days/week; for an additional cost, the approximately 3-5 HP commercial grade fan can be tied into the building's existing HVAC system with a controls package that can stage the fan appropriately as a conservation measure to reduce the energy consumption of the system and extend the service life of the radon fan.

Advanced Radon Technologies, Inc. guarantees the system will be installed with the highest quality craftsmanship that will meet or exceed industry standards and that the design and operation of the system will reduce radon levels in the building below the EPA recommended limit of 4pCi/L. ART will also perform post mitigation radon testing using ART owned Continuous Radon Monitors (CRM) that have been calibrated within the past 12 months. Safe working conditions for employees as well as the public will be maintained at all times as safety is of paramount importance to ART.

ART will provide a 5 year warranty on all labor and parts at the time of commissioning and will agree to adjust or modify the system to maintain safe radon levels for the life of the building provided there are no alterations or modifications to the building envelope, Mechanical/HVAC systems, or alterations to the installed radon mitigation system by others.

2. **Construction Schedule:**

If awarded this project, ART will work with City Hall on the construction schedule in order to move this project forward in an efficient manner and will arrange to work nights during the disruptive phases of construction. ART estimates that this project will take approximately 4-6 months to complete due to timeframe to acquire system components. Any pauses in construction between phases will be clearly communicated and approved by City Hall.

3. **Work Schedule:**

- 8 hours per day (8am – 5pm) for typical work day
- 8 hours per day (4pm – 12am) for core boring, hammer drilling, sumping, loud construction
- 5 days per week (Monday – Friday)
- No work on holidays
- Any changes in work schedule will be requested and pre-approved by our contact at City Hall prior to change

4. **Key Personnel:**

Please see the attached key personnel chart preceding the examples of past performance. Employee resumes and relevant work experience will be provided upon request.

5. **Past Performance:**

See attached company resume along with three detailed project summaries

6. **Credentials:**

David M Gerard

The National Radon Safety Board(NRSB)
Radon Measurement Specialist – 7SS0072 Exp. 07/30/2019
Radon Mitigation Specialist – GSS594 Exp. 07/30/2019
National Radon Proficiency Program(NRPP)
Residential Measurement Provider – 101006 RT Exp. 02/28/2020
Residential Mitigation Provider – 101005 RMT Exp. 02/28/2020
American Association of Radon Scientists and Technologists(AARST)
Member ID – A737 Exp. 09/30/2020

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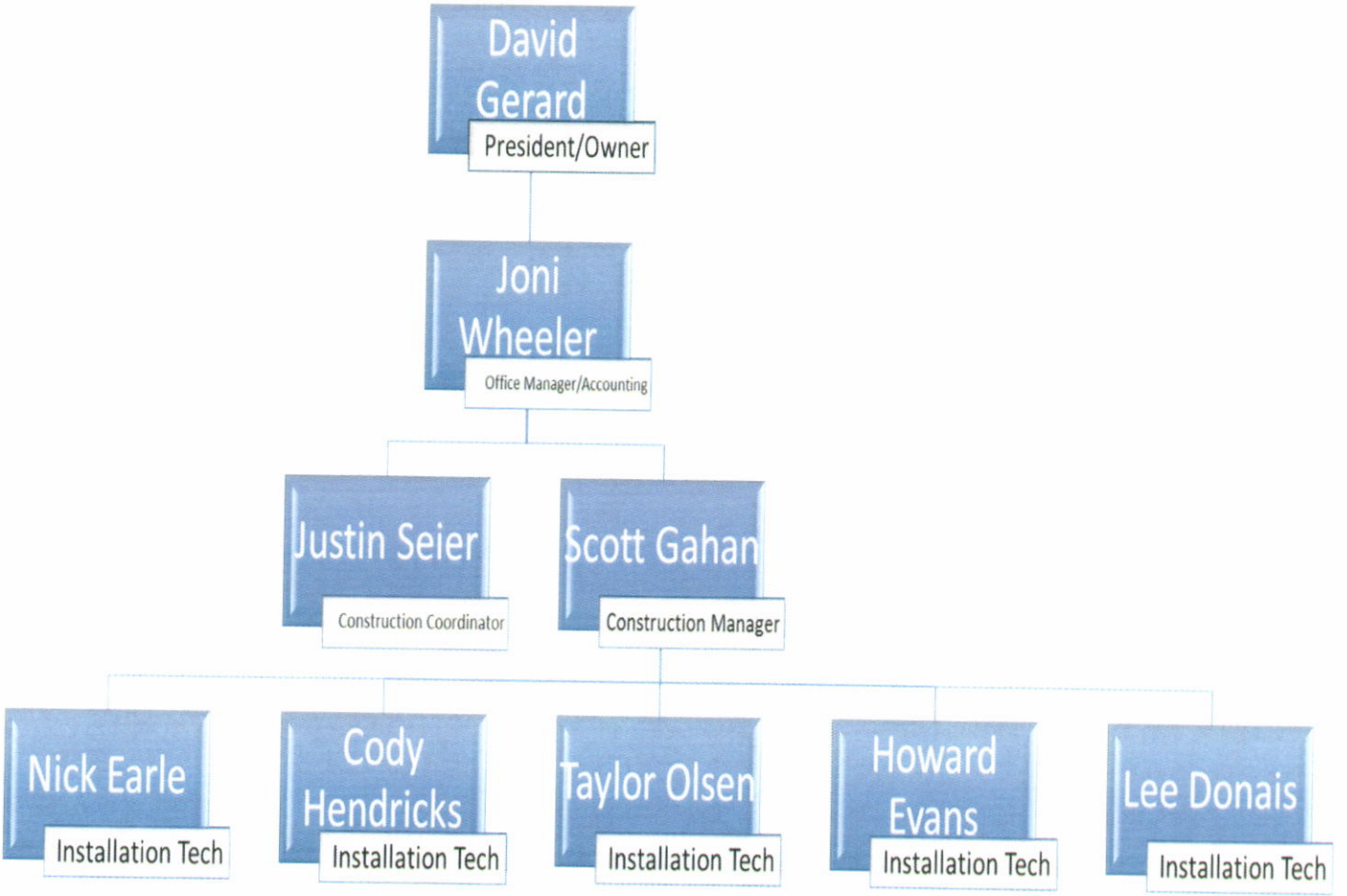
Key Personnel Chart
*Detailed Resumes & Relevant Experience Available Upon Request

City of Spokane Project #4519-19
Radon Mitigation System Installation



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HUMAN RESOURCE STATEMENTS

City of Spokane Project #4519-19
Radon Mitigation System Installation

Equal Opportunity Employer Statement

Advanced Radon Technologies, Inc. is an Equal Opportunity Employer and Prohibits Discrimination and Harassment of Any Kind: ART is committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of discrimination and harassment. All employment decisions at ART are based on business needs, job requirements and individual qualifications, without regard to race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental or sensory disability, HIV Status, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate. ART will not tolerate discrimination or harassment based on any of these characteristics. ART encourages applicants of all ages.

LNI/OSHA Compliance and Company Safety/Health Policy Statement

We are dedicated to providing a safe and healthful environment for employees and customers, protecting the public, and preserving ART's assets and property.
At ART, our most valuable resource are the people who work for us. Injuries can be prevented. To achieve this objective, ART will make all reasonable efforts to comply with all government regulations pertaining to safety and health issues. An effective Safety and Health Program will be carried out throughout our organization.
The Safety and Health Program will assist management and non-supervisory employees in controlling hazards and risks which will minimize employee and customer injuries, damage to customer's property and damage or destruction of ART's property.
All employees will follow this program. This program is designed to encourage all employees to promote the safety of their fellow employees and customers. To accomplish our safety and health goals, all members of management are responsible and accountable for implementing this policy, and to insure it is followed.
ART is sincerely interested in our employee's safety. The policy of ART is to provide safe equipment, adequate tools and training, and the necessary protective equipment. It is the employee's responsibility to follow the rules of safety as established for their protection and the protection of others, and to use the protective devices, which ART provides.

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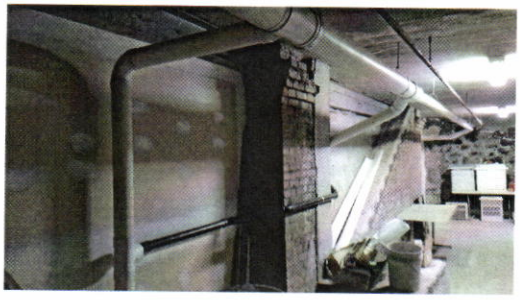
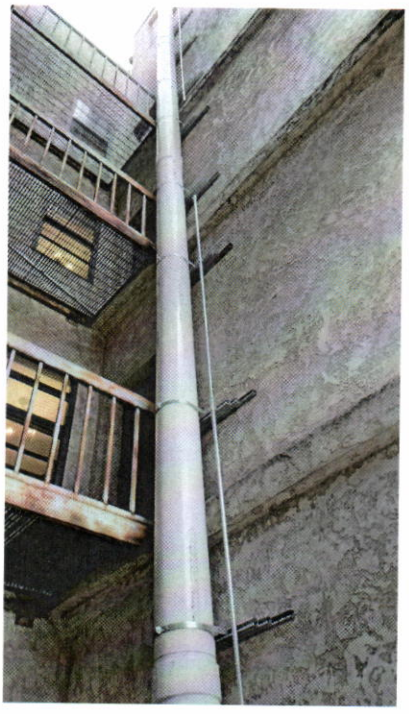
Project Summary

Parsons Building

This building had some of the highest radon levels found in the downtown city core where two separate locations in the basement tested over 125 pCi/L. The radon system consists of 7 floor penetrations and a long run of ducting that circles the perimeter of the building including a run through the 12" concrete stairwell walls. 12" PVC pipe was extended through the light well to the stairwell roof 7 stairs above the basement floor in one long continuous vertical run. A 3 HP belt drive radial blade blower is mounted on the roof to mitigate the radon in the building.

<u>Design & Installation</u>
48,000 sqft total
*8,000 sqft basement
5 stories + basement
7 concrete penetrations made
400+ ft of radon ducting installed
4 months to complete

Pre-Mitigation Radon Levels: 50 - 125 Pci/L
Post-Mitigation Radon Levels: 0.6 – 1.3 Pci/L

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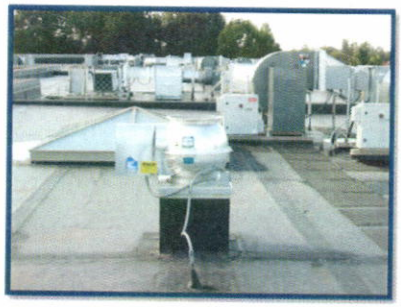
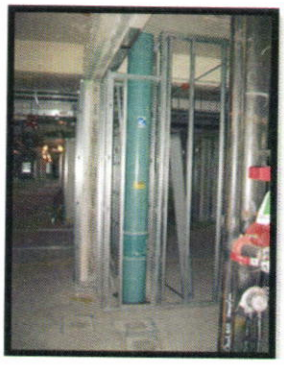
Project Summary

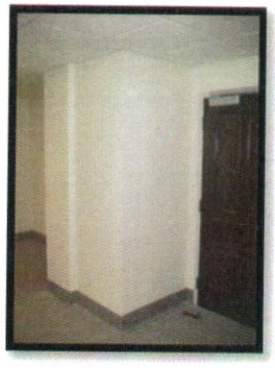
McChord Air Force Base – Mission Support Center

The McChord Air Force Mission Support Center building has 100,000 sqft of basement and crawlspace and is over 900 feet long. Portions of the basement slab were removed and repoured with seismic upgrades, while other portions remained intact. The drop ceiling throughout the entire building is being utilized as the cold air return. With the porous soil and high air volume, this would make for a large number of residential type systems. Our approach was to integrate one large commercial system along with the remodel work so ducting was almost completely hidden. Because of the extremely large footings divided the foundation into sections, each section had to be depressurized seperately. All below grade ducting & floor penetrations were combined into 1 of 4 10" & 12" risers that extended through 4 floors to one of 3 1800 CFM, 3 HP fan mounted on the roof. The 12" riser was then fitted with custom 12" fire collars and enclosed in a 2 hour fire wall chase from the basement floor to the 4th floor ceiling which conceiled the riser completely.

<u>Design & Installation</u>
360,000 sqft total
*50,000 sqft basement
*50,000 sqft crawlspace
3-4 stories + basement
50,000 sqft of 10 mil plastic laid in crawlspace
30 concrete penetrations made
500 ft of riser + 1250 ft of below grade ducting installed
9 months to complete







Pre-Mitigation Radon Levels: 16 - 25 Pci/L
Post-Mitigation Radon Levels: 0.3 – 2.5 Pci/L

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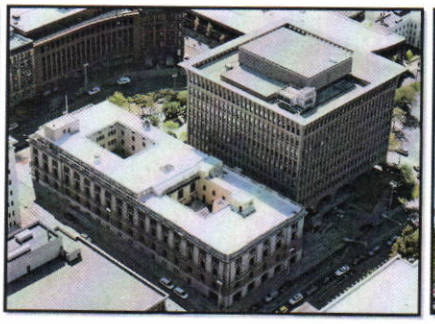
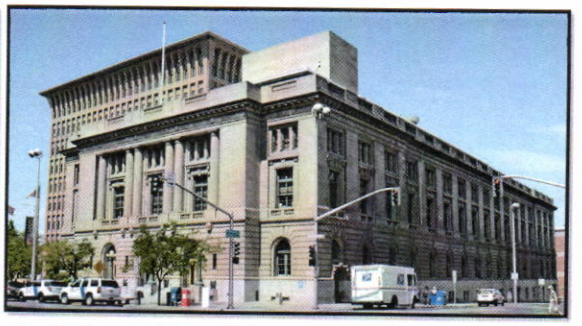
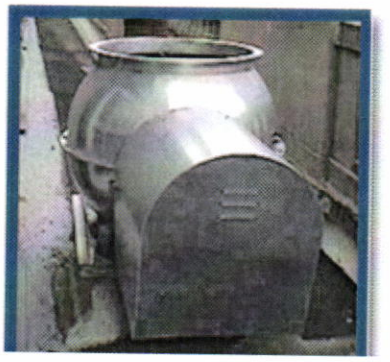
Project Summary

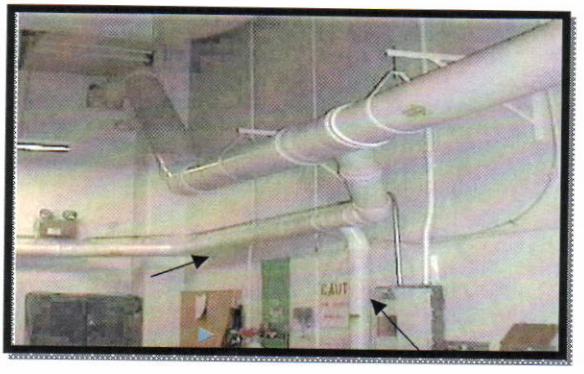
U.S. Federal Courthouse & Post Office

This building complex shares one radon system for the two buildings (4 and 9 stories). There are 48 floor penetrations, one fan, and over 75,000 square feet of slab area. Both Buildings, an entire city block, were mitigated with one system. Sub-Basement/Slab is 22' below grade under parking garage with 7 different slab elevations. With the parking garage directly over the sub-basement and the exhaust requirements of a parking facility, this situation created substantial negative pressure in the structure. Due to the complex nature of the structure, several methods for radon reduction were utilized. The numerous existing systems (HVAC, Steam, Plumbing, Electrical, etc.) made routing of the ducting a challenge. Our solution was to route the radon mitigation system through the steam tunnel into the U.S. Post Office instead of up through the nine stories of the Courthouse. Up to 18" steel coated PVC was utilized as ducting to vent the system to a 5 HP belt driven inline blower to mitigate nearly one Spokane city block of slab area. This is one of the largest radon mitigation systems in the United States.



<u>Design & Installation</u>
HVAC Corrections & Mitigation Installation
75,000 sqft of slab total in 7 different elevations
4 and 9 Stories + sub-basement
48 floor penetrations
1200+ ft of riser ducting installed
6 months to complete



Pre-Mitigation Radon Levels: 4 – 25 Pci/L
Post-Mitigation Radon Levels: 0.6 – 1.3 Pci/L

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1) O'Malley Retirement Center 3 stories, concrete/steel construction Spokane Wa
2) Army Reserve Center 2 stories concrete/steel construction Marysville Wa
3) Coventry Court Retirement Center 5 stories, concrete/steel construction Spokane Wa
4) St Andrews Retirement Center 5 stories, concrete/steel construction Spokane Wa
5) SFCC GYM Project 3 stories, concrete/steel construction Spokane Wa
6) Canterbury Retirement Center 6 stories, concrete/steel construction Spokane Wa
7) Finch Elementary School 1 story, concrete/brick construction Spokane Wa
8) Libby Dam Visitor Center 2 stories concrete/steel construction Libby Mt
9) Roosevelt Building 4 stories concrete/steel construction Spokane Wa
10) SFCC Math & Science Building 3 stories concrete/steel construction Spokane Wa
11) Itron Building 3 stories concrete/steel construction Liberty Lake Wa
12) SFCC Library 3 stories concrete/steel construction Spokane Wa
13) Academy Retirement Center 3 stories concrete/brick/rock Spokane Wa
14) Park Place Retirement Center 4 stories concrete/brick construction Spokane Valley Wa
15) Gregory Heights Middle School 3 stories concrete/steel construction Portland Or
16) Beaumont Middle School 3 stories concrete/steel construction Portland Or
17) Kelly Elementary School 1 story concrete/wood construction Portland Or
18) Rice Elementary School 1 story wood construction Portland Or
19) Foster Elementary School 1 story wood construction Portland Or
20) Fairwinds Retirement Center 3 stories wood construction Coeur d' Alene Id
21) Maplewood Gardens Retirement 3 stories concrete/steel construction Spokane Wa
22) WA Dept. of Ecology 3 stories concrete/steel construction Spokane Wa
23) Riverside High School 2 stories concrete/wood construction Riverside Wa
24) Riverside Middle School 2 stories concrete/wood construction Riverside Wa
25) Riverside Elementary School 1 stories concrete/wood construction Riverside Wa
26) Dept of Transportation Building 1 stories concrete/steel construction Spokane Wa
27) PG & E Building 1 stories concrete/steel construction Spokane Wa
27) Athol Elementary School 1 story wood construction Athol Id

US005388444A

United States Patent [19]

Gerard

[11] Patent Number: 5,388,444

[45] Date of Patent: Feb. 14, 1995

[54] **APPARATUS AND METHODS FOR DETERMINING REQUIRED VACUUM CHARACTERISTICS OF A RADON EVACUATION SYSTEM**

[76] Inventor: **Thomas J. Gerard**, N. 1322 Post St., Spokane, Wash. 99201

[21] Appl. No.: **132,761**

[22] Filed: **Oct. 6, 1993**

[51] **Int. Cl.**[6] **F24F 7/007**; G01N 15/08

[52] **U.S. Cl.** 73/37; 73/38; 454/341; 454/909

[58] **Field of Search** 73/37, 38; 454/341, 454/339, 344, 909

[56] **References Cited**

U.S. PATENT DOCUMENTS

4,747,311	5/1988	Hojoh	73/702
4,885,984	12/1989	Franceus	98/42.02
4,945,771	8/1990	Ogden	73/861.58
5,131,887	7/1992	Traudt	454/255
5,167,366	12/1992	Desmarais et al.	236/49.3

OTHER PUBLICATIONS

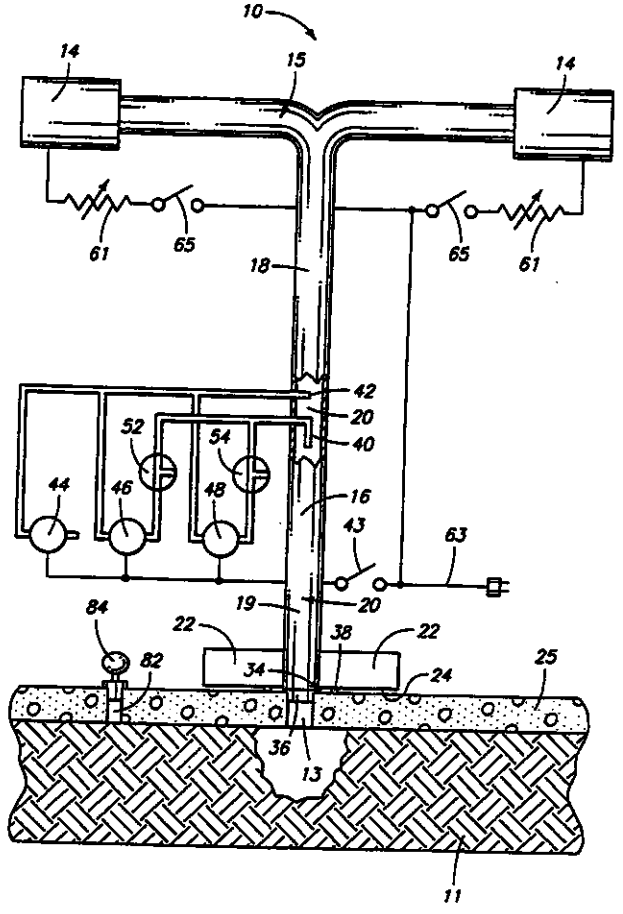
Mosley et al. "Application of Radon Reduction Methods", EPA/625/5-88/024, Aug. 1988, pp. 34-36,41-43,-49-51.

Primary Examiner—Hezron E. Williams
Assistant Examiner—Michael J. Brock
Attorney, Agent, or Firm—Wells, St. John, Roberts, Gregory & Matkin

[57] **ABSTRACT**

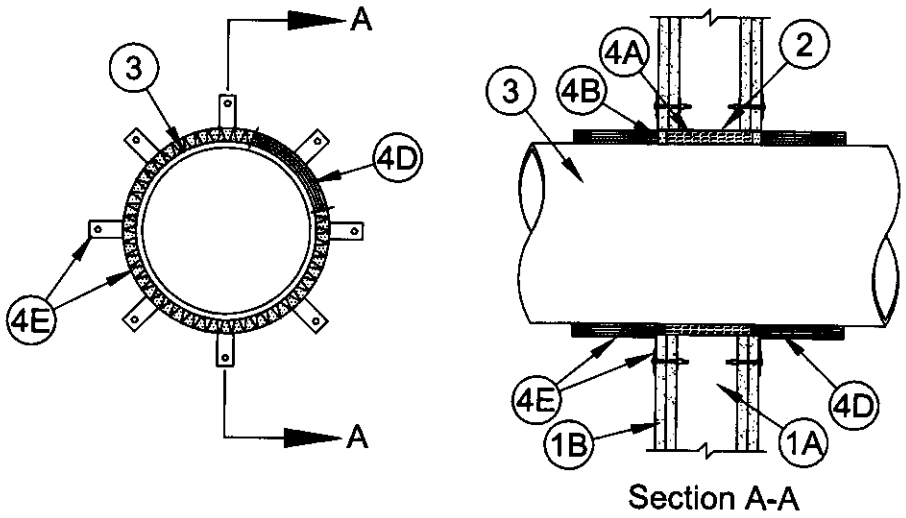
Testing apparatus and methods are described for determining required vacuum characteristics of a radon evacuation system, wherein the radon evacuation system is of a type which utilizes floor vent holes in a basement floor to evacuate radon from beneath the basement floor. The preferred embodiment comprises an elongated vacuum tube extending from a floor vent hole to a variable vacuum test source. Pressure and air velocity measurement devices are positioned to determine actual static pressure and air flow rate within the vacuum tube. To determine the minimum vacuum required at the floor vent hole, the vacuum test source is adjusted to produce the lowest vacuum which will maintain a negative pressure in nearby test holes. The corresponding static pressure and air flow rate are then noted from the measurement devices.

25 Claims, 7 Drawing Sheets



System No. W-L-2188

F Rating - 1 or 2 Hr
T Rating - 1 or 2 Hr
L Rating At Ambient - Less Than 1 CFM/sq ft
L Rating At 400 F - Less Than 1 CFM/sq ft



Section A-A

1. **Wall Assembly** - The 1 or 2 hr fire-rated gypsum wallboard/stud wall assembly shall be constructed of the materials and in the manner specified in the individual U300 or U400 Series Wall and Partition Designs in the UL Fire Resistance Directory and shall include the following construction features:

   A. **Studs** - Wall framing may consist of either wood or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced max 24 in. (610 mm) OC. Steel studs to be min 3-1/2 in. (89 mm) wide and spaced max 24 in. (610 mm) OC.

   B. **Gypsum Board*** - 5/8 in. (16 mm) thick, 4 ft (1219 mm) wide with square or tapered edges. The gypsum wallboard type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual U300 or U400 Series Design in the UL Fire Resistance Directory. Max diam of opening is 12 in. (305 mm).

   The hourly F and T Ratings of the firestop system are equal to the hourly fire rating of the wall assembly in which it is installed.

2. **Metallic Sleeve** - (Optional) -- Nom 12 in. (305 mm) diam (or smaller) cylindrical sleeve fabricated from min 0.016 in. (0.4 mm) thick (28 gauge) galvanized steel and having a min 2 in. (51 mm) lap at the longitudinal seam. Sleeve friction fitted into wall assembly, flush with wall surfaces.

3. **Through Penetrants** - One nonmetallic pipe to be installed within the opening. A nom annular space of 5/8 in. (16 mm) is required within the firestop system. Pipe to be rigidly supported on both sides of wall assembly. The following types and sizes of nonmetallic pipe may be used:

   A. **Polyvinyl Chloride (PVC) Pipe** - Nom 10 in. (254 mm) diam (or smaller) Schedule 40 PVC pipe for use in closed (process or supply) or vented (drain, waste or vent) piping systems.

   B. **Chlorinated Polyvinyl Chloride (CPVC) Pipe** - Nom 10 in. (254 mm) diam (or smaller) SDR 13.5 CPVC pipe for use in closed (process or supply) piping systems.

4. **Firestop System -** The firestop system shall consist of the following:

   A. **Packing Material -** Min 4 pcf (64 kg/m3) mineral wool insulation cut to size to fill the annulus within the opening and stud cavity. Mineral wool insulation wrapped around the outer circumferences of the through penetrant and secured together by means of No. 24 AWG steel tie wire when steel sleeve (Item 2) is not used. Mineral wool insulation slid into annulus of opening and recessed from both surfaces of wall to accommodate the required thickness of fill material.

   B. **Fill Void or Cavity Materials* - Sealant -** Min 1/2 in. (13 mm) thickness of fill material applied within the annulus, flush with both surfaces of wall assembly.

      SPECIFIED TECHNOLOGIES INC - SpecSeal Series SSS Sealant or SpecSeal LCI Sealant.

   C. **Aluminum Foil Tape -** (Not shown) - Nom 3 mil (0.08 mm) thick pressure sensitive aluminum foil tape wrapped around the outer circumference of the through penetrant with a 1 in. (25 mm)wide overlap along its perimeter joint. Foil tape shall abut against both surfaces of the wall and extend a min 6 in. (152 mm) from both surfaces of the wall.

   D. **Fill Void or Cavity Materials* - Wrap Strip -** Nom 1/8 or 3/16 in. (3.2 or 4.8 mm) thick intumescent material faced on both sides with a plastic film, supplied in 2 in. (51 mm) wide strips. Two and one-half stacks (5 in. or 127 mm height) of wrap strips are individually or continuously wrapped around the through penetrant. Each stack shall consist of four layers. When wrap strips are individually wrapped, ends of wrap strips shall be butted and held in place with tape, Butted ends in successive layers may be aligned or offset. The edge of the wrap strips shall abut the surface of the wall assembly. In wall assemblies, the two and one-half stacks of wrap strips are installed on each side of the gypsum wallboard wall.

      SPECIFIED TECHNOLOGIES INC - SpecSeal BLU Wrap Strip or SpecSeal BLU2 Wrap Strip

   E. **Steel Collar -** Collar fabricated from coils of precut 0.029 in. (0.7 mm) thick (No. 22 MSG) galv sheet steel available from wrap strip manufacturer. Collar shall be nom 5 in. (127 mm) deep with min six 1 in. (25 mm) wide by 2 in. (51 mm) long anchor tabs for securement to the wall. Retainer tabs, 3/4 in. (19 mm) wide tapering down to 1/4 in. (6 mm) wide and located opposite the anchor tabs, are folded 90 degrees toward through penetrant and to maintain the annular space around wrap strips and through penetrant and to retain the wrap strips. Steel collar wrapped around wrap strips and through penetrant with a 1 in. (25 mm) wide overlap along its perimeter joint. Steel collar tightened around wrap strips and through penetrant using min 1/2 in. (13 mm) wide by 0.028 in. (0.7 mm) thick stainless steel hose clamps located 1 in. (25 mm) from wall surface and spaced 2 in. (51 mm) OC. Collar secured to wall with 1/4 in. diam by min 1-3/4 in. (45 mm) long steel molly bolts in conjunction with min 1/4 in. (6 mm) by 1-1/4 in. (32 mm) diam steel fender washers.

   * Indicates such products shall bear the UL or cUL Certification Mark for jurisdictions employing the UL or cUL Certification (such as Canada), respectively.

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	4/11/2012
		Clerk's File #	CPR 2019-0002
		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-2019		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 8/30/19. Total: $27,501,973.12 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:$ $22,468,451.04

Summary (Background)

Pages 1-66 Check numbers: 563656 - 564029 ACH payment numbers: 67940 - 68457 On file for review in City Clerks Office: 66 Page listing of Claims NOTE: 2 week period 8/19 thru 8/30

Fiscal Impact	Grant related? Public Works? NO	Budget Account
Expense	$ 22,468,451.04	# Various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	HUGHES, MICHELLE	**Study Session**	
Division Director	STOPHER, SALLY	**Other**	
Finance	HUGHES, MICHELLE	Distribution List	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	724,853.85
1100	STREET FUND	148,170.18
1200	CODE ENFORCEMENT FUND	16,068.25
1300	LIBRARY FUND	46,560.51
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	340,292.33
1400	PARKS AND RECREATION FUND	143,707.17
1450	UNDER FREEWAY PARKING FUND	156.93
1460	PARKING METER REVENUE FUND	15,128.69
1510	SPOKANE REG EMERG COM SYS	772.09
1560	FORFEITURES & CONTRIBUTION FND	4,946.18
1620	PUBLIC SAFETY & JUDICIAL GRANT	4,065.23
1630	COMBINED COMMUNICATIONS CENTER	21,749.20
1680	CD/HS OPERATIONS	13,170.58
1940	CHANNEL FIVE EQUIPMENT RESERVE	2,004.34
1950	PARK CUMULATIVE RESERVE FUND	5,873.60
1970	FIRE/EMS FUND	457,516.84
1980	DEFINED CONTRIBUTION ADMIN FND	14,850.00
1990	TRANSPORTATION BENEFIT FUND	236,428.92
3200	ARTERIAL STREET FUND	875,278.63
4100	WATER DIVISION	855,661.42
4250	INTEGRATED CAPITAL MANAGEMENT	12,104,550.20
4300	SEWER FUND	501,318.57
4480	SOLID WASTE FUND	252,510.89
4490	SOLID WASTE DISPOSAL	810,419.56
4530	SOLID WASTE LANDFILLS	10,853.63
4600	GOLF FUND	22,815.62
4700	DEVELOPMENT SVCS CENTER	33,135.49
5100	FLEET SERVICES FUND	240,311.47
5200	PUBLIC WORKS AND UTILITIES	34,196.35
5300	IT FUND	105,421.03
5310	IT CAPITAL REPLACEMENT FUND	57,827.43
5400	REPROGRAPHICS FUND	7,626.43
5500	PURCHASING & STORES FUND	3,897.80
5600	ACCOUNTING SERVICES	17,791.82
5700	MY SPOKANE	5,517.82
5750	OFFICE OF PERFORMANCE MGMT	3,767.37
5800	RISK MANAGEMENT FUND	39,650.91
5810	WORKERS' COMPENSATION FUND	11,825.42
5820	UNEMPLOYMENT COMPENSATION FUND	78.11
5830	EMPLOYEES BENEFITS FUND	1,486,640.53
5900	ASSET MANAGEMENT FUND OPS	35,271.20
5901	ASSET MANAGEMENT FUND CAPITAL	597.14
5902	PROPERTY ACQUISITION POLICE	78,157.34
6060	EMPLOYEES' RETIREMENT FUND	33,818.52
6070	FIREFIGHTERS' PENSION FUND	187,780.91
6080	POLICE PENSION FUND	76,977.38
6920	CLAIMS CLEARING FUND	2,150.64
6960	SALARY CLEARING FUND NEW	2,376,286.52
	TOTAL:	22,468,451.04

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

ALL LINES INSURANCE LLC ATT FRANK WHITEHEAD	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00563981	147.00
CBRE/ESI OPERATIONAL TAX	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00563852	357.00
DCT TELECOM GROUP ATT ANTHONY ROMANO	B&O TAXES PRIV UTIL-TELEPHONE CHECK NO. - 00563849	14.90
GIRMA WEDESSA 3003 S PERRY ST APT 51	LICENSE/PERMIT-TAXI/HIRE OP CHECK NO. - 00563854	33.00
GIRMA WEDESSA 3003 S PERRY ST APT 51	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00563850	117.00
PAUL J CLEVELAND 5316 S WILLAMETTE ST	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00563853	10.00
SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80068431	49,877.33
SPOKANE TRANSIT AUTHORITY	CONTRACTUAL SERVICES ACH PMT NO. - 80068187	45,176.60
SPOKANE TREATMENT AND RECOVERY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80068185	43,193.70
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80068436	2,517.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00563779	35.57
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00563779	416.79-
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80068289	211.79
TOTAL FOR 0020 - NONDEPARTMENTAL		141,274.10

0030 - POLICE OMBUDSMAN

NATIONAL ASSN FOR CIVILIAN OVERSIGHT OF LAW ENFORCEMENT	PUBLICATIONS CHECK NO. - 00563820	125.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	647.47

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	54.36
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	20.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80068289	350.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	75.00
US BANK TRAVEL CARD	AIRFARE CHECK NO. - 00563827	582.82
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING CHECK NO. - 00563827	2,525.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	784.67
	TOTAL FOR 0030 - POLICE OMBUDSMAN	5,164.32

0100 - GENERAL FUND

ALTA SCIENCE & ENGINEERING INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80068162	24,157.20
GENERAL STORE 2424 N DIVISION	DEPOSIT - RESTITUTION CHECK NO. - 00563752	37.50
HEATHER A ACKER 3017 E JACKSON AVE	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00563848	52.00
JANNA L SCHROEDER 213 N WHITMAN AVE	DEPOSIT - RESTITUTION CHECK NO. - 00564009	25.00
JOSE SOLIS 8431 N GENERAL GRANT WAY	DEPOSIT-REFUNDS IN PROGRESS CHECK NO. - 00563755	10.00
MICHELLE THOMAS 6517 N HOWARD	DEPOSIT-CASH BAIL BONDS CHECK NO. - 00564012	2,000.00
NICK SANGIL 5203 W ALDERWOOD AVE	DEPOSIT - RESTITUTION CHECK NO. - 00564008	160.00
PAMALYNN BRAULT 3703 E 1ST AVE	DEPOSIT - RESTITUTION CHECK NO. - 00564003	20.00
PAMELA DANIELSON 5405 S WILLAMETTE ST	DEPOSIT - ESCHEAT PROPERTY CHECK NO. - 00563982	36.40
RICHARD G TERZIEFF	DEPOSIT - RESTITUTION	

3707 E 1ST AVE	CHECK NO. - 00564011	20.00
SERGEY A YERMOLA 2126 E 4TH AVE	DEPOSIT - RESTITUTION CHECK NO. - 00563756	25.00
SPOKANE COUNTY TREASURER	DEPOSIT-COUNTY ACH PMT NO. - 80068050	7,052.00
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80068289	136,929.86-

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	TRAVEL CARD ADVANCE PYMT CHECK NO. - 00563827	28,819.22-
TOTAL FOR 0100 - GENERAL FUND		132,153.98-

0230 - CIVIL SERVICE

KOFF & ASSOCIATES	PROFESSIONAL SERVICES ACH PMT NO. - 80068412	20,880.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	2,270.68
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80068289	176.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	101.72
US BANK TRAVEL CARD	AIRFARE CHECK NO. - 00563827	666.60
US BANK TRAVEL CARD	LODGING CHECK NO. - 00563827	842.95
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00563827	50.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	2,517.92
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	1.60
TOTAL FOR 0230 - CIVIL SERVICE		27,507.97

0260 - CITY CLERK

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80068390	379.86

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	1,253.54
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	439.49
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	320.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	1,518.77
TOTAL FOR 0260 - CITY CLERK		3,911.66

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0300 - HUMAN SERVICES

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00563779	49.37
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	829.46
TOTAL FOR 0300 - HUMAN SERVICES		878.83

0320 - COUNCIL

AMERICAN PLANNING ASSOCIATION INLAND EMPIRE SECTION	PROFESSIONAL SERVICES CHECK NO. - 00563714	2,000.00
CHANGEPOINT NW	OTHER MISC CHARGES CHECK NO. - 00563994	2,718.00
GATHERING AT THE FALLS	OTHER MISC CHARGES CHECK NO. - 00563998	3,000.00
LUKE ESSER	PROFESSIONAL SERVICES ACH PMT NO. - 80068318	2,500.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	2,672.83
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	209.64
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING CHECK NO. - 00563827	560.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	2,873.01
TOTAL FOR 0320 - COUNCIL		16,533.48

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80068213	1,096.74
DESAUTEL HEGE COMMUNICATIONS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068167	12,636.00
TREATMENT LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80068189	2,125.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	1,839.75
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80068289	678.71

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	84.37
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	37.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	1,863.54
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	3.29
	TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS	20,364.40

0350 - COMMUNITY CENTERS

NE COMMUNITY CENTER ASSN	CONTRACTUAL SERVICES ACH PMT NO. - 80068178	9,765.89
	TOTAL FOR 0350 - COMMUNITY CENTERS	9,765.89

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80068380	54.24
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068010	46.52
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80068010	14.98
MARSHALL TESTING PRODUCTS LLC	OPERATING SUPPLIES	

	ACH PMT NO. - 80068417	587.09
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80068357	103.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	16,570.84
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	392.92
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	791.09
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	608.69
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	99.95
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80068289	148.52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	904.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	17,180.00
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	79.66
	TOTAL FOR 0370 - ENGINEERING SERVICES	37,582.00

0410 - FINANCE

CONTRACT DESIGN ASSOCIATES INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80068017	985.33
DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80068019	2,253.71
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	966.02
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	444.17
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	23.93
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	910.32

TOTAL FOR 0410 - FINANCE		5,583.48

0430 - GRANTS MANAGEMENT

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	689.01
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	839.12
TOTAL FOR 0430 - GRANTS MANAGEMENT		1,528.13

0450 - COMM & NEIGHBHD SVCS DIVISION

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	408.85
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80068289	430.16
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	36.63

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	495.06
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068255	59.58
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION		1,430.28

0470 - HISTORIC PRESERVATION

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	459.25
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	18.03
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	246.65
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80068289	206.02
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	367.56
TOTAL FOR 0470 - HISTORIC PRESERVATION		1,297.51

0500 - LEGAL

AMANDA S BETTINSON 2319 N WALL ST	WITNESS FEES CHECK NO. - 00563857	11.62
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80068297	24.08
DAVID A KLING	LOCAL MILEAGE ACH PMT NO. - 80068084	11.95
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80068392	186.20
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80068108	22.40
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80068025	6.78
JENNY TUPPER MOOMAW DBA INTERPRETER SERVICES	INTERPRETER COSTS ACH PMT NO. - 80068330	203.13
JRM ENTERPRISES INC DBA PROFESSIONAL LANGUAGE	INTERPRETER COSTS ACH PMT NO. - 80068331	3,630.75
LYNDA A HEDQUIST 6811 N NORMANDIE	WITNESS FEES CHECK NO. - 00563856	15.57

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY BAR ASSN SPOKANE COUNTY COURTHOUSE	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00564017	1,260.00
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80068050	55.02
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80068440	4,623.22
THYSSENKRUPP ELEVATOR CORP THYSSEN SOUND ELEVATOR	PROFESSIONAL SERVICES ACH PMT NO. - 80068441	139.03
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00563779	22.29
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00563779	0.86-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	9,259.31
US BANK P CARD PAYMENTS	JUDGEMENTS/DAMAGES ACH PMT NO. - 80068289	12.50
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	

	ACH PMT NO. - 80068289	34.92
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	551.45
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	26.14
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068289	720.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	10,963.43
VANESSA SLOTHOUR 628 W KNOX AVE	WITNESS FEES CHECK NO. - 00563855	11.39
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068369	156.12
WA STATE ASSN OF MUNICIPAL ATTORNEYS	CLE TRAVEL CHECK NO. - 00563986	235.00
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	64.08
YWCA	PROFESSIONAL SERVICES ACH PMT NO. - 80068194	2,731.09
TOTAL FOR 0500 - LEGAL		34,976.61

0520 - MAYOR

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

K & L GATES LLP	PROFESSIONAL SERVICES ACH PMT NO. - 80068173	3,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	2,146.08
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80068289	150.38
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	41.37
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80068289	120.00
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00563827	185.47
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	1,977.72

TOTAL FOR 0520 - MAYOR		7,621.02

0550 - NEIGHBORHOOD SERVICES

EJ IANNELLI 1120 W MAINSFIELD AVE	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00563733	27.98
EJ IANNELLI 1120 W MAINSFIELD AVE	PER DIEM CHECK NO. - 00563733	146.00
NORTH INDIAN TRAIL NEIGHBORHOOD COUNCIL	PROFESSIONAL SERVICES CHECK NO. - 00563734	650.00
TAYLOR PHILLIPS 1828 W CHELAN AVE	PROMOTIONAL SUPPLIES CHECK NO. - 00563732	106.41
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	704.79
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	856.47
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		2,491.65

0560 - MUNICIPAL COURT

COMCAST	IT/DATA SERVICES ACH PMT NO. - 80068388	108.36
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068033	1,019.44
NANCY HARRIS 604 W 23RD AVE	CASH OVER/SHORT CHECK NO. - 00564007	40.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PPC SOLUTIONS INC	ALARM/SECURITY SERVICES ACH PMT NO. - 80068137	88.16
SPOKANE COUNTY TREASURER	JURY COSTS ACH PMT NO. - 80068358	615.19
SPOKANE COUNTY TREASURER	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80068358	96.00
TECHSMITH CORPORATION	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00564018	42.40
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00563779	253.15
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	8,568.78

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	2,186.64
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80068289	17.34
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80068289	124.62
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	497.82
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80068289	53.02
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	445.00
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068289	38.00
US BANK TRAVEL CARD	AIRFARE CHECK NO. - 00563827	1,092.51
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	10,480.46
VALLEY EMPIRE COLLECTIONS 8817 E MISSION STE 101	CASH OVER/SHORT CHECK NO. - 00564013	40.42
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	3.77
WORKSPACE DEVELOPMENT LLC dba OPENSQUARE	BUILDING IMPROVEMENTS ACH PMT NO. - 80068042	1,850.30
TOTAL FOR 0560 - MUNICIPAL COURT		27,661.38

0570 - OFFICE OF HEARING EXAMINER

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	470.09
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	69.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	573.72
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		1,113.31

0620 - HUMAN RESOURCES

OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80068039	332.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	2,232.83
US BANK P CARD PAYMENTS	MEDICAL SERVICES ACH PMT NO. - 80068289	179.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	222.66
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	2,567.32
TOTAL FOR 0620 - HUMAN RESOURCES		5,533.81

0650 - PLANNING SERVICES

SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80068357	324.50
TIFFANY PATTERSON	PROFESSIONAL SERVICES ACH PMT NO. - 80068058	350.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	3,195.99
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80068289	25.00
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80068289	256.23
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	428.84
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	955.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	3,048.36

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	0.87
TOTAL FOR 0650 - PLANNING SERVICES		8,584.79

0680 - POLICE

AA AUTO NORTHWEST LLC	TOWING EXPENSE CHECK NO. - 00563805	129.32
ABM JANITORIAL SERVICES SOUTH SOUTH CENTRAL INC dba	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80068086	3,055.41
ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80068003	112.00
ALL SERVICE WEST TOWING	TOWING EXPENSE ACH PMT NO. - 80068199	103.46
ALLIED ENVELOPE	OFFICE SUPPLIES ACH PMT NO. - 80068087	237.77
ALWAYS TOWING & ROAD SERVICE	TOWING EXPENSE ACH PMT NO. - 80068202	310.35
ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80068203	1,345.56
AT&T MOBILITY	MOBILE BROADBAND CHECK NO. - 00563807	172.92
AUDUBON VETERINARY CLINIC	VETERINARY SERVICES CHECK NO. - 00563715	149.82
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068010	8,442.08
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80068010	233.02
A-PRO AUTO BODY AND TOWING	TOWING EXPENSE ACH PMT NO. - 80068205	362.09
CDW GOVERNMENT INC	PERIPHERAL EQUIPMENT ACH PMT NO. - 80068012	420.34
CENTURYLINK	ALARM/SECURITY SERVICES CHECK NO. - 00563809	59.31
CHRISTOPHER BENESCH	TUITION REIMBURSEMENT ACH PMT NO. - 80068452	1,539.00
CI TECHNOLOGIES, INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80068013	2,311.32
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80068099	829.87

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80068018	3,772.53
COPY-RITE PRINTING	PRINTING/BINDING/REPRO CHECK NO. - 00563810	1,290.47

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80068020	163.50
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80068396	7,051.30
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80068219	122.13
GALLS LLC	CLOTHING ACH PMT NO. - 80068267	5,610.98
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80068222	3,939.82
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80068323	429.11
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80068224	536.34
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00563999	60,749.51
INLAND IMAGING LLC	MEDICAL SERVICES CHECK NO. - 00563846	90.00
JOHN YEN	AIRFARE ACH PMT NO. - 80068294	398.00
JOHN YEN	REGISTRATION/SCHOOLING ACH PMT NO. - 80068294	250.00
KELSEY WALKER	TUITION REIMBURSEMENT ACH PMT NO. - 80068456	1,539.00
KERSHAWS INC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80068333	1,365.93
LANGUAGE LINE SERVICES LANGUAGE LINE LLC	INTERPRETER COSTS ACH PMT NO. - 80068174	41.73
LAURI WEINMANN	CONTRACTUAL SERVICES ACH PMT NO. - 80068416	3,126.00
LISA HOLMES 6411 S CRESTLINE ST	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00563758	175.56
LOOMIS ARMORED US INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068033	509.72
NELSON'S TOWING AND REPAIR/ DIV OF NELCO SERVICES INC	TOWING EXPENSE ACH PMT NO. - 80068239	129.32

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NICHOLAS BRIGGS	TUITION REIMBURSEMENT	

	ACH PMT NO. - 80068453	3,078.00
POS SUPPLY SOLUTIONS INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80068136	1,567.88
QUEEN B RADIO INC dba	ADVERTISING	
KXLY BROADCAST GROUP	CHECK NO. - 00563793	46.20
REHN & ASSOCIATES	HRA-POST EMPLOYMENT	
SPOKANE CITY TREASURER	ACH PMT NO. - 80068427	5,000.00
ROBERT EARL ALFORD	TOWING EXPENSE	
dba ALL SERVICE EAST TOWING	ACH PMT NO. - 80068200	103.46
SENSKE PEST CONTROL	LANDSCAPE/GROUNDS MAINT	
SENSKE LAWN & TREE CARE	ACH PMT NO. - 80068142	98.01
SHI CORP	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80068429	394.59
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES	
	ACH PMT NO. - 80068050	13,588.15
SPOKANE COUNTY TREASURER	TELEPHONE	
	ACH PMT NO. - 80068050	27.51
SPOKANE POLICE DEPARTMENT	OPERATING SUPPLIES	
IMPREST FUND	CHECK NO. - 00563760	16.47
ST ANN PARISH	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80068188	475.00
STANLEY CONVERGENT SECURITY	ALARM/SECURITY SERVICES	
SOLUTIONS INC	ACH PMT NO. - 80068052	714.60
TEIGEN, TROY D	LODGING	
	CHECK NO. - 00563860	576.58
TRACIE MEIDL	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80068195	29.94
T-MOBILE USA INC	MISC SERVICES/CHARGES	
	CHECK NO. - 00563984	408.00
UNITED PARCEL SERVICE	POSTAGE	
	CHECK NO. - 00563985	53.87
US BANK	BANK FEES	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00563779	166.26
US BANK	EARNINGS CREDIT	
TREASURY MANAGEMENT SERVICES	CHECK NO. - 00563779	34.69-
US BANK	PER DIEM	
POLICE ADVANCE TRAVEL	ACH PMT NO. - 80068290	7,507.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00564019	37,211.56

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80068289	70.16
US BANK P CARD PAYMENTS	BACKGROUND CHECKS ACH PMT NO. - 80068289	184.26
US BANK P CARD PAYMENTS	CAMERAS AND PROJECTION EQUIPMT ACH PMT NO. - 80068289	435.47
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	54.45
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	4,036.12
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80068289	238.82
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80068289	141.57
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	317.93
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80068289	265.00
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	3,172.54
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	190.36
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80068289	48.54
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT ACH PMT NO. - 80068289	424.70
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES ACH PMT NO. - 80068289	22.00
US BANK P CARD PAYMENTS	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80068289	833.04
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80068289	184.60
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	4,023.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068289	114.35
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068289	424.95
US BANK P CARD PAYMENTS	TVS/AUDIO VISUAL EQUIPMENT ACH PMT NO. - 80068289	1,088.99

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	AIRFARE CHECK NO. - 00563827	1,915.65
US BANK TRAVEL CARD	IT/DATA SERVICES CHECK NO. - 00563827	153.36
US BANK TRAVEL CARD	LODGING CHECK NO. - 00563827	8,766.11
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00563827	1,985.39
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	21,537.75
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068055	13,870.88
VERIZON WIRELESS	MINOR EQUIPMENT ACH PMT NO. - 80068055	300.00-
VERIZON WIRELESS	MOBILE BROADBAND ACH PMT NO. - 80068055	14,945.79
WA STATE DEPT OF LABOR & INDUSTRIES	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00563739	50.00
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	12.46
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	18.58
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	37.82
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00564024	199,972.34
WEST CENTRAL COMMUNITY DEVELOPMENT ASSOCIATION INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80068191	441.81
WILDROSE LTD dba WILDROSE GRAPHICS	OPERATING SUPPLIES ACH PMT NO. - 80068375	13.07
YWCA	OPERATING RENTALS/LEASES ACH PMT NO. - 80068194	934.20
TOTAL FOR 0680 - POLICE		462,759.04

0690 - PROBATION SERVICES

US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00564019	2,627.67
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068289	720.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	3,189.84
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	64.08
TOTAL FOR 0690 - PROBATION SERVICES		6,601.59

0700 - PUBLIC DEFENDER

CHARLES R DELGADO DBA DELGADO INVESTIGATIONS LLC	LEGAL SERVICES ACH PMT NO. - 80068314	438.75
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80068019	2,063.73
DELL MARKETING LP %DELL USA LP	OFFICE SUPPLIES ACH PMT NO. - 80068107	459.97
LARRY TANGEN	LEGAL SERVICES ACH PMT NO. - 80068363	1,033.50
PROVOST PROFESSIONAL INVESTIGATIONS	LEGAL SERVICES ACH PMT NO. - 80068347	620.02
ROBIN R DEAN	LEGAL SERVICES CHECK NO. - 00563978	924.00
THOMSON WEST WEST PUBLISHING PAYMENT CTR	PUBLICATIONS ACH PMT NO. - 80068364	173.15
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	6,048.16
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	37.62
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80068289	90.00
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	957.50
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	24.37
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	305.00

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	6,985.43
	TOTAL FOR 0700 - PUBLIC DEFENDER	20,161.20

0750 - ECONOMIC DEVELOPMENT

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	251.46
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80068289	257.02
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	304.07
	TOTAL FOR 0750 - ECONOMIC DEVELOPMENT	812.55

0860 - TREASURY SERVICES

ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80068006	90.80
COMCAST	MOBILE BROADBAND ACH PMT NO. - 80068099	5.68
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00563779	3,031.34
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00563779	876.51-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	1,484.67
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	288.49
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	38.99
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	1,805.37
	TOTAL FOR 0860 - TREASURY SERVICES	5,868.83

1100 - STREET FUND

3M CO	OPERATING SUPPLIES ACH PMT NO. - 80068002	1,876.90

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80068380	21.45
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE	
	ACH PMT NO. - 80068010	29,011.81
AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80068010	120.01
ENNIS-FLINT TRADING INC	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00563844	9,385.27

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KING LUMINAIRE CO INC	REPAIR & MAINTENANCE SUPPLIES	
	CHECK NO. - 00563816	1,624.00
OCCUPATIONAL MEDICINE	MEDICAL SERVICES	
ASSOCIATES PS	ACH PMT NO. - 80068039	231.00
SHAMROCK MANUFACTURING INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80068428	46,037.38
SHI CORP	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80068248	181.58
STREET DEPT IMPREST FUND	OPERATING SUPPLIES	
	CHECK NO. - 00563737	34.28
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00564019	19,756.44
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80068289	18.60
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80068289	495.06
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80068289	4,079.41
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80068289	174.20
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80068289	925.29
US BANK P CARD PAYMENTS	POSTAGE	
	ACH PMT NO. - 80068289	153.47
US BANK P CARD PAYMENTS	POWER TOOLS/EQUIPMENT	
	ACH PMT NO. - 80068289	1,120.51
US BANK P CARD PAYMENTS	PROFESSIONAL SERVICES	
	ACH PMT NO. - 80068289	800.00
US BANK P CARD PAYMENTS	PUBLIC UTILITY SERVICE	

	ACH PMT NO. - 80068289	49.11
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068289	3,344.76
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80068289	1,604.85
US BANK P CARD PAYMENTS	TUITION REIMBURSEMENT ACH PMT NO. - 80068289	683.20
US BANK P CARD PAYMENTS	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068289	28.56
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	22,898.80

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	218.08
WESTERN STATES ASPHALT LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068160	3,234.33
XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80068056	61.83
TOTAL FOR 1100 - STREET FUND		148,170.18

1200 - CODE ENFORCEMENT FUND

AFFORDABLE ASBESTOS ABATEMENT OF SPOKANE LLC	CONTRACTUAL SERVICES CHECK NO. - 00563770	495.50
CRITTER CONTROL OF GREATER SPOKANE	CONTRACTUAL SERVICES ACH PMT NO. - 80068265	914.00
NORTH COUNTRY SERVICES LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80068276	357.08
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80068088	333.29
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80068039	486.25
SPECIALTY ENVIRONMENTAL GROUP	CONTRACTUAL SERVICES ACH PMT NO. - 80068147	2,972.97
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80068357	616.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	3,588.22

US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80068289	129.26
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	949.79
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	97.98
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80068289	228.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	3,520.35
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068255	119.16
WITHERSPOON BRAJCICH MCPHEE PLLC	CONTRACTUAL SERVICES ACH PMT NO. - 80068451	1,260.40

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1200 - CODE ENFORCEMENT FUND	16,068.25

1300 - LIBRARY FUND

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00563779	209.19
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00563779	18.25-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	14,444.85
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80068289	148.19
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80068289	373.93
US BANK P CARD PAYMENTS	LIBRARY BOOKS/OTHER MATERIALS ACH PMT NO. - 80068289	429.76
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	2,562.55
US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	540.45
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80068289	49.97
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	6,663.98

US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	282.00
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80068289	983.34
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	991.46
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068289	1,771.65
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80068289	217.79
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	16,771.22
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	109.61
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	5.20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES -	23.62
	TOTAL FOR 1300 - LIBRARY FUND	46,560.51

1360 - MISCELLANEOUS GRANTS FUND

ALTA SCIENCE & ENGINEERING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068162	24,157.20
ALTA SCIENCE & ENGINEERING INC	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80068162	24,157.20-
	TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND	0.00

1380 - TRAFFIC CALMING MEASURES

AVISTA CORPORATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068091	2,000.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068381	22.17
BACON CONCRETE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068060	332,689.72
CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS	

	ACH PMT NO. - 80068093	5,148.00
DW EXCAVATING INC	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80068109	432.44
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		340,292.33

1400 - PARKS AND RECREATION FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80068003	700.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068010	419.70
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80068099	478.17
COMPUNET INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068100	4,704.48
GRAPHIC ART PRODUCTIONS DBA FASTSIGNS	PRINTING/BINDING/REPRO ACH PMT NO. - 80068223	304.92
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80068039	942.50

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00563779	450.43
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	35,691.05
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80068289	2,171.63
US BANK P CARD PAYMENTS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	1,707.54
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80068289	613.55
US BANK P CARD PAYMENTS	CONTRACTUAL SERVICES ACH PMT NO. - 80068289	1,382.95
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	3,401.98
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80068289	3,957.75
US BANK P CARD PAYMENTS	INVENTORY HELD FOR RESALE ACH PMT NO. - 80068289	2,516.99

US BANK P CARD PAYMENTS	ITEMS PURCHASED FOR INVENTORY ACH PMT NO. - 80068289	11,261.36
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	5,981.69
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	2,970.41
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	29,693.84
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	1,063.44
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80068289	4.02
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80068289	60.00
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80068289	877.57
US BANK P CARD PAYMENTS	RECREATIONAL SUPPLIES ACH PMT NO. - 80068289	1,958.31
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	1,056.60
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	7,482.66

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80068289	578.56
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	20,760.43
WA STATE DEPT OF REVENUE	ADVERTISING -	63.42
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	37.18
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	49.62
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	278.61
WA STATE DEPT OF REVENUE	RECREATIONAL SUPPLIES -	30.55
WA STATE DEPT OF REVENUE	REGISTRATION/SCHOOLING -	59.18

WA STATE DEPT OF REVENUE	REPAIRS/MAINTENANCE -	3.92-
	TOTAL FOR 1400 - PARKS AND RECREATION FUND	143,707.17

1450 - UNDER FREEWAY PARKING FUND

US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	156.93
	TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND	156.93

1460 - PARKING METER REVENUE FUND

GALLS LLC	OPERATING SUPPLIES ACH PMT NO. - 80068116	87.12
PROFESSIONAL ACCOUNT MANAGEMENT LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80068425	6,777.45
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068429	512.16
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00563779	928.69
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	2,890.03
US BANK P CARD PAYMENTS	LEGAL SERVICES ACH PMT NO. - 80068289	204.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	51.43
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	229.28
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	3,388.08
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068255	59.58
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	0.87
	TOTAL FOR 1460 - PARKING METER REVENUE FUND	15,128.69

1510 - SPOKANE REG EMERG COM SYS

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	296.75
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068289	59.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	365.93
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068055	50.41
TOTAL FOR 1510 - SPOKANE REG EMERG COM SYS		772.09

1560 - FORFEITURES & CONTRIBUTION FND

PORTER LEE CORPORATION	SOFTWARE MAINTENANCE ACH PMT NO. - 80068044	170.00
SOUTHWEST SOLUTIONS GROUP INC	MINOR EQUIPMENT ACH PMT NO. - 80068249	4,257.99
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	518.19
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		4,946.18

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00563999	682.41
INTOXIMETERS	PERIPHERAL EQUIPMENT ACH PMT NO. - 80068410	983.91

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

QUEEN B RADIO INC dba KXLY BROADCAST GROUP	ADVERTISING CHECK NO. - 00563793	261.80
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	194.06
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00564024	1,943.05
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		4,065.23

1630 - COMBINED COMMUNICATIONS CENTER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00563999	382.26
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00564000	556.01
LOCUTION SYSTEMS INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80068415	15,870.54
SPOKANE COUNTY TREASURER	IT/DATA SERVICES ACH PMT NO. - 80068431	77.96
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80068433	1,000.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	1,896.28
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80068289	416.02-
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	2,228.26
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00564024	153.91
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		21,749.20

1680 - CD/HS OPERATIONS

FIRST IMPRESSIONS CREATIVE PRINTING INC	PRINTING/BINDING/REPRO CHECK NO. - 00563813	273.34
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068146	60.98
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	4,109.70
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	183.66

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	665.00
US BANK TRAVEL CARD	AIRFARE CHECK NO. - 00563827	1,635.63
US BANK TRAVEL CARD	LODGING CHECK NO. - 00563827	656.40
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00563827	204.96

US BANK TRAVEL CARD	REGISTRATION/SCHOOLING CHECK NO. - 00563827	567.50
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	4,813.41
TOTAL FOR 1680 - CD/HS OPERATIONS		13,170.58

1940 - CHANNEL FIVE EQUIPMENT RESERVE

US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	885.99
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80068289	178.95
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068289	852.36
WA STATE DEPT OF REVENUE	PRINTING/BINDING/REPRO -	15.93
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	71.11
TOTAL FOR 1940 - CHANNEL FIVE EQUIPMENT RESERVE		2,004.34

1950 - PARK CUMULATIVE RESERVE FUND

DELL MARKETING LP %DELL USA LP	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80068392	4,812.70
SHI CORP	CAPITALIZED SOFTWARE ACH PMT NO. - 80068048	1,060.90
TOTAL FOR 1950 - PARK CUMULATIVE RESERVE FUND		5,873.60

1970 - FIRE/EMS FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80068003	77.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80068006	87.53
ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80068201	99.69
AT&T MOBILITY	CELL PHONE	

	CHECK NO. - 00563807	8.24
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES	
	CHECK NO. - 00563772	3,159.59
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00563977	251.09
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80068387	4,847.78
CLC NORTHWEST INC	PUBLIC SAFETY LICENSE/PERM	
TACO BELL #17959	CHECK NO. - 00563797	19.00
COMCAST	IT/DATA SERVICES	
	ACH PMT NO. - 80068099	89.22
CONNELL OIL INC	VEHICLE REPAIR & MAINT SUPPLY	
DBA CO-ENERGY	ACH PMT NO. - 80068308	1,743.23
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80068311	387.96
CONTROL SOLUTIONS NW INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80068311	24.00
CW NIELSEN MFG CORP	CLOTHING	
	ACH PMT NO. - 80068391	1,381.29
DAVID CLARK COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80068105	341.25
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80068215	8.96
DONALD D WALLER	AIRFARE	
	ACH PMT NO. - 80068197	80.00
DONALD D WALLER	LODGING	
	ACH PMT NO. - 80068197	256.48
DONALD D WALLER	OTHER TRANSPORTATION EXPENSES	
	ACH PMT NO. - 80068197	8.70
DONALD D WALLER	PER DIEM	
	ACH PMT NO. - 80068197	432.00
ESO SOLUTIONS INC	SOFTWARE MAINTENANCE	
	ACH PMT NO. - 80068395	76,110.22
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80068397	2,488.33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80068397	154.25

FASTENAL CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068397	273.28
FIKES NORTHWEST INC/DIV OF VIKING LOGIC INC	OPERATING SUPPLIES ACH PMT NO. - 80068320	43.37
FRANKLIN PARK VISION JAMES C WAVRA OD	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80068399	150.00
FROILAN VALDEZ	RECRUITMENT TRAVEL EXPENSE CHECK NO. - 00564021	1,017.63
GALLS LLC	CLOTHING ACH PMT NO. - 80068400	536.64
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068118	342.86
HRA VEBA TRUST HRA VEBA TRUST CONTRIBUTIONS	VEBA POST EMPLOYMENT ACH PMT NO. - 80068405	500.00
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068228	539.24
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00563999	8,553.59
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00564000	43,968.45
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068231	73.91
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068233	208.04
L N CURTIS & SONS	CLOTHING ACH PMT NO. - 80068335	56.69
L N CURTIS & SONS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80068413	1,197.42
LAKEYLAND INC DBA NORTHWEST SAFETY CLEAN	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068340	4,935.13
MATTHEW J BAILEY	REGISTRATION/SCHOOLING CHECK NO. - 00563842	295.00
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80068237	96.00
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80068131	165.40-
NAPA AUTO PARTS GENUINE PARTS CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068131	21.69

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068131	2,641.47
NATIONSERVE OVERHEAD DOOR CORPORATION	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00563987	299.48
NATIONSERVE OVERHEAD DOOR CORPORATION	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00563987	157.91
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80068241	123.73
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80068039	35.00
PACIFIC POWER GROUP LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068242	368.33
PLUMB LOCO INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80068135	805.86
PLUMB LOCO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068135	59.90
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80068345	405.92
RACOM CORPORATION	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068244	38.12
SIGNS FOR SUCCESS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068144	513.99
SIX ROBBLEES INC	OPERATING SUPPLIES CHECK NO. - 00563824	25.66
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068432	7,428.83
SPOKANE FIRE DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00563801	88.90
SPOKANE FIRE FIGHTERS BENEFIT TRUST	VEBA POST EMPLOYMENT ACH PMT NO. - 80068433	15,000.00
STUART CONSULTING GROUP INC	CONTRACTUAL SERVICES CHECK NO. - 00563661	9,600.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00563779	175.01
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00563779	31.91-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	24,141.06
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80068289	70.15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	CAMERAS AND PROJECTION EQUIPMT ACH PMT NO. - 80068289	544.49
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	43.55
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	1,185.25
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80068289	270.34
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	884.83
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	3,301.85
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	358.33
US BANK P CARD PAYMENTS	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80068289	87.93
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80068289	82.11
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	1,272.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068289	317.99
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068289	2,529.94
US BANK P CARD PAYMENTS	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80068289	174.24
US BANK TRAVEL CARD	LODGING CHECK NO. - 00563827	113.89
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	4,698.68
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068055	42.72
WA STATE DEPT OF NATURAL RESOURCES	PERSONAL PROTECTIVE EQUIPMENT CHECK NO. - 00563829	509.96
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	30.37
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	19.23

WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	78.85

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE DEPT OF REVENUE	PERSONAL PROTECTIVE EQUIPMENT -	45.39
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	PENSION LEOFF II CHECK NO. - 00564024	224,278.14
TOTAL FOR 1970 - FIRE/EMS FUND		457,516.84

1980 - DEFINED CONTRIBUTION ADMIN FND

HYAS GROUP LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80068171	14,250.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	600.00
TOTAL FOR 1980 - DEFINED CONTRIBUTION ADMIN FND		14,850.00

1990 - TRANSPORTATION BENEFIT FUND

CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068093	400.00
DW EXCAVATING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068109	8,109.71
DW EXCAVATING INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068109	5,062.17
SHAMROCK PAVING CO/DIV OF MURPHY BROS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80067981	222,857.04
TOTAL FOR 1990 - TRANSPORTATION BENEFIT FUND		236,428.92

3200 - ARTERIAL STREET FUND

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00563992	392.26
AVISTA CORPORATION	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80067941	625.60
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068383	1,841.08
CPM DEVELOPMENT CORP DBA INLAND ASPHALT COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068327	665,904.25

DCI ENGINEERS	RIGHT OF WAY	
D'AMATO CONVERSANO INC	ACH PMT NO. - 80068106	9,114.33
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS	
	ACH PMT NO. - 80068334	2,499.71

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SIGNS NOW	CONSTRUCTION OF FIXED ASSETS	
DIV OF IN PROCESS INC	CHECK NO. - 00564016	1,511.28
T LARIVIERE EQUIPMENT &	CONSTRUCTION OF FIXED ASSETS	
EXCAVATION INC	ACH PMT NO. - 80068077	193,390.12
	TOTAL FOR 3200 - ARTERIAL STREET FUND	875,278.63

4100 - WATER DIVISION

ANATEK LABS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80068261	100.00
CARRIE WURZBURG	REFUNDS	
PO BOX 30881	CHECK NO. - 00563796	341.27
CONSOLIDATED SUPPLY CO	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80068103	17,408.31
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80068122	4,829.05
COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80068390	527.52
DELL MARKETING LP	MINOR EQUIPMENT	
%DELL USA LP	ACH PMT NO. - 80068392	490.83
DOUGHBOYS TOOLS & EQUIPMENT	MINOR EQUIPMENT	
	ACH PMT NO. - 80068021	1,306.78
EDGE CONSTRUCTION SUPPLY	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80068316	2,054.61
HACH COMPANY	CHEMICAL/LAB SUPPLIES	
AMERICAN SIGMA	ACH PMT NO. - 80068225	1,731.48
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80068404	4,534.45
HDR ENGINEERING INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80068170	25,898.49
HYDRO CONSULTING & MAINTENANCE	CONSTRUCTION OF FIXED ASSETS	
SERVICES INC	ACH PMT NO. - 80068229	192,249.28
INNER TITE CORP	MINOR EQUIPMENT	

	ACH PMT NO. - 80068125	1,015.05
INNOVYZE INC	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80068328	11,674.08
ITRON INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80068126	137,508.03
KELLER SUPPLY COMPANY	INVENTORY PURCHASES FOR WATER	
	CHECK NO. - 00563776	20,641.83

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

KEN ZINKGRAF 3311 E CARLISLE AVE	REFUNDS CHECK NO. - 00563757	600.00
LLUMIN INC	SOFTWARE (NONCAPITALIZED)	
	ACH PMT NO. - 80068032	3,780.00
MICHAEL CUNNINGHAM 639 N RIVERPOINT BLVD APT 5E	REFUNDS CHECK NO. - 00563817	20,635.56
MR PATRICK L KELSEY 816 W FRANCIS AVE	REFUNDS CHECK NO. - 00563754	566.06
MRS. LEONA DATER 2316 S FOREST ESTATES DR	REFUNDS CHECK NO. - 00563750	244.40
NAOMI DEVINY 3907 W ROCKWELL AVE	REFUNDS CHECK NO. - 00563751	62.94
NEPTUNE TECHNOLOGY GROUP INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80068132	231.41
NEPTUNE TECHNOLOGY GROUP INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80068132	70,909.41
NORCO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80068037	18.73
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80068039	427.00
OLYMPIC FOUNDRY INC	INVENTORY PURCHASES FOR WATER	
	ACH PMT NO. - 80068041	7,051.28
OXARC INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80068043	638.08
PADAM KARKI 96 COTTERREW DR	REFUNDS CHECK NO. - 00563795	44.18
PLACE LANDSCAPE ARCHITECTURE	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80068181	9,141.00
QLT CONSUMER LEASE SERVICES INC	TELEPHONE CHECK NO. - 00563777	14.94

RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068138	37.03
RHIANNON NILSON 2608 S THIERMAN LN	REFUNDS CHECK NO. - 00563718	154.86
ROGUE HEART MEDIA INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068184	15,320.00
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068429	60.98
SITEONE LANDSCAPE SUPPLY LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068145	669.28

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00563859	1,763.72
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00563736	94.43
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00563736	191,645.40
T LARIVIERE EQUIPMENT 17564 N DYLAN CT	REFUNDS CHECK NO. - 00563753	1,080.14
TRUE SEALS LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068154	2,646.27
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00563779	39.02
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00563779	39.02-
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	32,939.21
US BANK P CARD PAYMENTS	ADVERTISING ACH PMT NO. - 80068289	249.00
US BANK P CARD PAYMENTS	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80068289	179.71
US BANK P CARD PAYMENTS	COMPL MAINTENANCE EXPENSE WO ACH PMT NO. - 80068289	1,711.07
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	449.71
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	6,273.09
US BANK P CARD PAYMENTS	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80068289	141.23

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	1,556.45
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80068289	465.82
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	878.79
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80068289	5.01
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068289	14,811.05
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	438.53

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	AIRFARE CHECK NO. - 00563827	186.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	37,875.83
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	32.95
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	2.61
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	64.41
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	336.42
WHITE BLOCK COMPANY INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00563988	785.82
XC2 SOFTWARE	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068258	5,598.52
ZIEGLER LUMBER COMPANY	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00563780	531.43
	TOTAL FOR 4100 - WATER DIVISION	855,661.42

4250 - INTEGRATED CAPITAL MANAGEMENT

BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068383	36,952.67
CARRIE WURZBURG	REFUNDS	

PO BOX 30881	CHECK NO. - 00563796	1.97
COFFMAN ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068306	1,241.50
CONTROL FREEK INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068389	3,100.00
CORE & MAIN LP	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068403	31,590.84
DW EXCAVATING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068109	32,280.52
ESCALADE PROPERTIES LLC 701 E FRONT AVE	REFUNDS CHECK NO. - 00564004	29.53
GARCO CONSTRUCTION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068169	4,493,516.94
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068117	310.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068401	6,224.02
H D FOWLER COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068121	974.11
HISTORICAL RESEARCH ASSOCIATES	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068123	8,109.39
KATHERINE E MILLER	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00563819	116.00
L & L CARGILE INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068274	128,387.02
LSB CONSULTING ENGINEERS PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068127	4,991.25
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80067964	529,315.35
MWH CONSTRUCTORS INC & SLAYDEN CONSTRUCTION GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068238	6,653,101.11
NAOMI DEVINY 3907 W ROCKWELL AVE	REFUNDS CHECK NO. - 00563751	59.06
PADAM KARKI 96 COTTERREW DR	REFUNDS CHECK NO. - 00563795	29.53
RHIANNON NILSON 2608 S THIERMAN LN	REFUNDS CHECK NO. - 00563718	29.53

SCHOOLYARD BILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068351	12,000.00
SIGNS NOW DIV OF IN PROCESS INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00564016	955.11
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00563798	73.81
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00563736	50,377.22
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80068357	107.50
SPOKANE COUNTY TREASURER	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068431	226.22
T LARIVIERE EQUIPMENT & EXCAVATION INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068077	93,747.87
TRINDERA ENGINEERING	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068443	642.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	3,640.36

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	659.39
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	948.00
US BANK TRAVEL CARD	AIRFARE CHECK NO. - 00563827	206.60
US BANK TRAVEL CARD	LODGING CHECK NO. - 00563827	1,549.90
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00563827	31.77
US BANK TRAVEL CARD	PER DIEM CHECK NO. - 00563827	34.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	4,309.29
WA STATE DEPT OF ECOLOGY CASHERING UNIT	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80068448	2,683.00
WA STATE DEPT/TRANSPORTATION	CAPITALIZED RENTS/LEASES ACH PMT NO. - 80068447	1,997.32

TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT 12,104,550.20

4300 - SEWER FUND

CARRIE WURZBURG PO BOX 30881	REFUNDS CHECK NO. - 00563796	2.39
ESCALADE PROPERTIES LLC 701 E FRONT AVE	REFUNDS CHECK NO. - 00564004	50.52
NAOMI DEVINY 3907 W ROCKWELL AVE	REFUNDS CHECK NO. - 00563751	71.76
PADAM KARKI 96 COTTERREW DR	REFUNDS CHECK NO. - 00563795	35.88
RHIANNON NILSON 2608 S THIERMAN LN	REFUNDS CHECK NO. - 00563718	35.88
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00563798	199.45
TOTAL FOR 4300 - SEWER FUND		395.88

4310 - SEWER MAINTENANCE DIVISION

ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068198	1,119.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ADVANCED INFRASTRUCTURE TECHNOLOGIES LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068005	5,330.18
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068010	1,403.96
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80068010	96.69
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80068014	1,735.40
COFFMAN ENGINEERS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068098	576.92
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068026	70.78
NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80068008	195.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80068039	232.00
RAY TURF FARMS INC	REPAIR & MAINTENANCE SUPPLIES	

	ACH PMT NO. - 80068046	7.41
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00563736	62,897.69
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	8,488.45
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	467.18
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	32.55
US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	128.46
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	880.42
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	6,510.62
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80068289	91.41
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	770.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068289	1,088.05
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80068289	793.87

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80068289	745.97
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	10,046.13
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068055	2,118.17
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	76.89
WILLIAM R PEACOCK	LODGING ACH PMT NO. - 80068293	110.68
WILLIAM R PEACOCK	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80068293	368.88
WILLIAM R PEACOCK	PER DIEM ACH PMT NO. - 80068293	73.00

TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		106,456.46

4320 - RIVERSIDE PARK RECLAMATION FAC

ALS LABORATORY GROUP	TESTING SERVICES ACH PMT NO. - 80068379	4,192.73
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068381	94,617.19
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80068381	12.20
BRADLEY JOHNSON	SAFETY SUPPLIES CHECK NO. - 00563792	180.00
CAMTEK INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068208	259.87
CDW GOVERNMENT INC	MINOR EQUIPMENT ACH PMT NO. - 80068095	164.57
CENTURYLINK	TELEPHONE CHECK NO. - 00563993	63.10
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80068097	3,406.05
CLEAN HARBORS ENVIRONMENTAL SERVICES INC	HAZARDOUS WASTE DISPOSAL CHECK NO. - 00563996	11,975.06
ENDRESS+HAUSER INC C/O FIELD INSTRUMENTS & CONTRO	OPERATING SUPPLIES ACH PMT NO. - 80068394	5,070.44
EYEMART EXPRESS LLC	SAFETY SUPPLIES ACH PMT NO. - 80068111	644.70

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80068398	324.36
FELIX HAYNES	SAFETY SUPPLIES CHECK NO. - 00563791	180.00
FIELD INSTRUMENTS & CONTROLS INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80068113	2,457.86
FISHER SCIENTIFIC	OPERATING SUPPLIES ACH PMT NO. - 80068115	1,325.64
FLEXIM AMERICAS CORPORATION	MINOR EQUIPMENT ACH PMT NO. - 80068221	11,974.54
HACH COMPANY AMERICAN SIGMA	OPERATING SUPPLIES ACH PMT NO. - 80068225	3,042.86

INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80068408	18,117.15
INLAND POWER & LIGHT CO	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068124	103.00
JEFF PUGH	PROTECTIVE GEAR/CLOTHING CHECK NO. - 00564015	180.00
K & L GATES LLP	LEGAL SERVICES ACH PMT NO. - 80068273	2,368.80
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80068411	10,806.54
LARS H HENDRON	LOCAL MILEAGE ACH PMT NO. - 80068057	41.76
MOTION INDUSTRIES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068420	2,888.49
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80068130	1,906.10
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80068039	254.25
OLIN CORPORATION CHLOR ALKALI	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80068040	6,294.72
PHENOVA INC	OPERATING SUPPLIES ACH PMT NO. - 80068422	336.00
SME SOLUTIONS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068246	502.77
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00563736	77,737.25
STELLAR INDUSTRIAL SUPPLY INC	SAFETY SUPPLIES ACH PMT NO. - 80068434	577.23

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SVL ANALYTICAL INC	TESTING SERVICES ACH PMT NO. - 80068149	126.00
TESTAMERICA LABORATORIES INC DBA EUROFINS TESTAMERICA	TESTING SERVICES ACH PMT NO. - 80068439	1,294.50
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80068253	4,207.47
UNITED TECHNOLOGY CORP dba OTIS ELEVATOR CO	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80068367	4,393.69
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00564019	24,737.75
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	305.29
US BANK P CARD PAYMENTS	MINOR SAFETY EQUIPMENT ACH PMT NO. - 80068289	350.00
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80068289	309.50
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80068289	272.25
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	247.90
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80068289	54.45
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	29,163.42
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	20.00
US BANK P CARD PAYMENTS	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80068289	25.95
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80068289	6.25
US BANK P CARD PAYMENTS	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80068289	11,350.04
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	760.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068289	1,275.32
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80068289	1,220.84
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068289	75.56

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	29,974.81
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	1,065.73
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	668.66

WHITNEY EQUIPMENT COMPANY INC	OPERATING SUPPLIES ACH PMT NO. - 80068450	722.95
	TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC	374,633.56

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068010	1,192.73
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80068010	27.27
DESIGNER DECAL INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80068214	317.07
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80068039	101.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	5,003.08
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068289	3,060.87
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	6,095.46
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068055	420.92
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	17.35
	TOTAL FOR 4330 - STORMWATER	16,235.75

4360 - ENVIRONMENTAL PROGRAMS

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	471.13
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	945.00
US BANK TRAVEL CARD	AIRFARE CHECK NO. - 00563827	184.60

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRAVEL CARD	LODGING CHECK NO. - 00563827	1,426.53
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	569.66

TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS		3,596.92

4480 - SOLID WASTE FUND

CARRIE WURZBURG PO BOX 30881	REFUNDS CHECK NO. - 00563796	2.12
ESCALADE PROPERTIES LLC 701 E FRONT AVE	REFUNDS CHECK NO. - 00564004	1,112.63
NAOMI DEVINY 3907 W ROCKWELL AVE	REFUNDS CHECK NO. - 00563751	63.72
PADAM KARKI 96 COTTERREW DR	REFUNDS CHECK NO. - 00563795	34.40
RHIANNON NILSON 2608 S THIERMAN LN	REFUNDS CHECK NO. - 00563718	48.66
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00563799	1,836.06
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	DEPOSIT-SALES TAX CHECK NO. - 00563736	2,143.28
TOTAL FOR 4480 - SOLID WASTE FUND		5,240.87

4490 - SOLID WASTE DISPOSAL

BIG SKY INDUSTRIAL/DIV OF WWSS ASSOCIATES INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80067944	2,027.17
BROADWAY TRUCK STOP/DIV OF ALSAKER CORP	MOTOR FUEL-OUTSIDE VENDOR CHECK NO. - 00563808	200.26
CENTURYLINK	TELEPHONE CHECK NO. - 00563773	60.08
DIVCO INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80067951	948.67
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80068216	853.18
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80068112	208.16
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80068112	710.59

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES

	ACH PMT NO. - 80068112	722.51
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80068112	33.12
GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80068119	16,881.25
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80068271	996.40
KNIGHT CONSTRUCTION & SUPPLY INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80068234	651,924.31
NORCO INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80068133	481.05
NORTHSTAR CHEMICAL INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80068038	6,589.76
PRIME PEST CONTROL	PROFESSIONAL SERVICES	
	CHECK NO. - 00563821	154.64
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT	
	CHECK NO. - 00563736	21,061.63
SPOKANE COUNTY TREASURER	SPOKANE COUNTY MISC SERVICES	
	ACH PMT NO. - 80068050	1,551.60
THE BABCOCK & WILCOX COMPANY	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80068152	1,206.79
UNITEC DORSH LLC C/O UNITEC CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80068254	19,220.85
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES	
	CHECK NO. - 00563861	7,775.13
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES	
	CHECK NO. - 00563779	283.19
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY	
	CHECK NO. - 00564019	20,253.21
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80068289	758.00
US BANK P CARD PAYMENTS	MINOR EQUIPMENT	
	ACH PMT NO. - 80068289	1,021.12
US BANK P CARD PAYMENTS	OFFICE SUPPLIES	
	ACH PMT NO. - 80068289	645.11
US BANK P CARD PAYMENTS	OPERATING SUPPLIES	
	ACH PMT NO. - 80068289	676.59
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP	
	ACH PMT NO. - 80068289	1,184.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80068289	7.50
US BANK P CARD PAYMENTS	POSTAGE ACH PMT NO. - 80068289	574.39
US BANK P CARD PAYMENTS	PRINTING/BINDING/REPRO ACH PMT NO. - 80068289	22.22
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	117.00
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068289	26,302.35
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80068289	926.68
US BANK TRAVEL CARD	LODGING CHECK NO. - 00563827	442.60
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	23,350.58
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	67.46
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	39.86
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	140.55
TOTAL FOR 4490 - SOLID WASTE DISPOSAL		810,419.56

4500 - SOLID WASTE COLLECTION

CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80068096	8,011.59
HEARN BROS PRINTING INC	PRINTING/BINDING/REPRO ACH PMT NO. - 80068227	1,717.35
JAMES H TIEKEN	AIRFARE ACH PMT NO. - 80068457	25.00
JAMES H TIEKEN	PER DIEM ACH PMT NO. - 80068457	90.00
JEFFREY KAMPHAUS	PERMITS/OTHER FEES CHECK NO. - 00563716	234.00
OCCUPATIONAL MEDICINE ASSOCIATES PS	MEDICAL SERVICES ACH PMT NO. - 80068039	262.00
RYAN J FLETCHER	OTHER MISC CHARGES CHECK NO. - 00563997	208.95

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068048	60.98
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00563736	67,953.37
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	20,935.84
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	1,119.46
US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	125.24
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	232.38
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	2,392.77
US BANK P CARD PAYMENTS	SAFETY SUPPLIES ACH PMT NO. - 80068289	968.76
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	25,229.83
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	13.41
WA STATE DEPT OF REVENUE	OPERATING SUPPLIES -	85.57
WM RECYCLE AMERICA LLC	CONTRACTUAL SERVICES CHECK NO. - 00563862	136,971.21
WM RECYCLE AMERICA LLC	SALE OF RECYCLING MATERIALS CHECK NO. - 00563862	19,367.69-
TOTAL FOR 4500 - SOLID WASTE COLLECTION		247,270.02

4530 - SOLID WASTE LANDFILLS

ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068261	323.00
BRILES FENCING CORPORATION	OTHER IMPROVEMENTS ACH PMT NO. - 80068207	6,710.38
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80068099	97.70
US BANK OR CITY TREASURER	SOCIAL SECURITY	

EMP BENEFITS (CITY)	CHECK NO. - 00564019	232.96
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	261.20

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068289	2,916.63
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	286.31
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	25.45
	TOTAL FOR 4530 - SOLID WASTE LANDFILLS	10,853.63

4600 - GOLF FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80068003	44.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068010	34.59
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00563779	348.09
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	3,836.11
US BANK P CARD PAYMENTS	CLOTHING ACH PMT NO. - 80068289	650.62
US BANK P CARD PAYMENTS	GENERAL REPAIRS/MAINT ACH PMT NO. - 80068289	1,405.79
US BANK P CARD PAYMENTS	MISC REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	692.00
US BANK P CARD PAYMENTS	OPERATING RENTALS/LEASES ACH PMT NO. - 80068289	54.40
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	7,860.56
US BANK P CARD PAYMENTS	OTHER REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	1,940.82
US BANK P CARD PAYMENTS	REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	3,111.45
US BANK P CARD PAYMENTS	SMALL TOOLS ACH PMT NO. - 80068289	767.62

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	2,007.98
WA STATE DEPT OF REVENUE	MISC REPAIRS/MAINTENANCE -	61.59
TOTAL FOR 4600 - GOLF FUND		22,815.62

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

4700 - DEVELOPMENT SVCS CENTER

ADT LLC ATTN KRITSTY PEREZ	PERMIT REFUNDS PAYABLE CHECK NO. - 00563729	55.00
ADT LLC 16810 E EUCLID AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00564002	45.00
ARCHBRIGHT INC	PUBLICATIONS ACH PMT NO. - 80068090	212.36
BULLDOG CONTRACTORS, INC ATT JEFF NEWCOMB	PERMIT REFUNDS PAYABLE CHECK NO. - 00563723	512.00
DANNY SULLIVAN CONST LLC PO BOX 48038	PERMIT REFUNDS PAYABLE CHECK NO. - 00564010	625.00
FAUCETTS N' STUFF LLC PO BOX 813	PERMIT REFUNDS PAYABLE CHECK NO. - 00564005	135.00
HANDYMAN ELECTRIC LLC 12128 N DIVISION ST PMB#129	PERMIT REFUNDS PAYABLE CHECK NO. - 00564006	15.00
MACKIN & LITTLE INC 2627 E TRENT AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00563725	305.00
MCVAY BROTHERS ATTN MIKE MCVAY	PERMIT REFUNDS PAYABLE CHECK NO. - 00563720	235.50
POWER CITY ELECTRIC 3327 E OLIVE AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00563794	25.00
STANDARD DIGITAL PRINT CO INC DBA STANDARD PRINTWORKS	PRINTING/BINDING/REPRO ACH PMT NO. - 80068148	29.78
TRACY BRENEMAN 112 S MONROE	PERMIT REFUNDS PAYABLE CHECK NO. - 00563722	24.00
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00563779	156.85
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	10,651.55
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	370.75

US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES ACH PMT NO. - 80068289	108.55
US BANK P CARD PAYMENTS	NON-TRAVEL MEALS/LGHT RFRSHMT ACH PMT NO. - 80068289	46.79
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	382.12
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	250.15

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80068289	797.72
US BANK P CARD PAYMENTS	PUBLICATIONS ACH PMT NO. - 80068289	58.81
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	500.01
US BANK TRAVEL CARD	AIRFARE CHECK NO. - 00563827	1,626.80
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	12,894.49
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068255	1,357.34
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80068255	240.06
WA STATE DEPT OF ECOLOGY CASHERING SECTION	REGISTRATION/SCHOOLING ACH PMT NO. - 80068291	1,470.00
WA STATE DEPT OF REVENUE	OFFICE SUPPLIES -	4.86
	TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER	33,135.49

5100 - FLEET SERVICES FUND

ADVANCE AUTO PARTS	LUBRICANTS CHECK NO. - 00563748	202.71
ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00563975	1,111.26
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068298	39.48
BERGKAMP INC	VEHICLE REPAIR & MAINT SUPPLY	

	ACH PMT NO. - 80068300	265.28
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068361	2,312.54
BRAD L WHITE dba SUPERIOR FLUID POWER	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80067988	235.22
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068301	11,309.86
BUCK'S TIRE & AUTOMOTIVE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068302	87.07
C & B UPHOLSTERY INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00563976	1,067.22

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80068304	1,738.76
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80068065	329.78
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80068305	37,202.94
COEUR D'ALENE SERVICE STATION EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80067949	129.55
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80068068	2,105.51
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068313	562.07
CUMMINS NORTHWEST LLC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068313	1,677.06
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068313	5,369.06
DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80068392	6,695.95
DENNIS RANEY	REGISTRATION/SCHOOLING ACH PMT NO. - 80068196	132.86
DIRECT AUTOMOTIVE DISTRIBUTING DIV OF GEM INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00563979	1,804.49
DIVINES TOWING/DIV OF DIVINE CORP	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068315	103.46
DOBBS HEAVY DUTY HOLDINGS LLC DBA WESTERN TRUCK CENTER	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068372	9,804.96

EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068319	827.64
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068322	6,139.20
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068322	4,585.61
GRAINGER INC	MINOR EQUIPMENT ACH PMT NO. - 80068070	29.58
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80067955	187.70
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00563980	1,670.80
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80067959	81.25

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

INSTANT SIGN FACTORY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068329	6,098.40
KENWORTH SALES COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068332	3,839.67
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068332	6,636.52
LITHIA MOTORS PAYMENT PROCESSING	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80067947	394.82
MARK HENDERSON DBA ONSITE DASH REPAIR	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068342	609.83
MCCOLLUM FORD SALES INC GUS JOHNSON FORD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068324	975.68
MCGUIRE BEARING CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80067965	135.99
MIDWEST MOTOR SUPPLY CO KIMBALL MIDWEST	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068337	33.67
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068338	1,843.23
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80068339	128.80
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068339	723.84
NORTHWEST RADIATOR	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00563658	1,257.52

NOVUS AUTO GLASS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068341	938.63
OWEN EQUIPMENT CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80067973	1,168.41
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00563983	387.84
PACWEST MACHINERY LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068180	1,945.19
PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068344	4,621.15
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80067975	59.42
POHL SPRING WORKS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80067976	1,865.13
RAY-PAC INC dba RAY'S TRUCK SERVICE & RV	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80067978	3,019.48

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SHAMROCK AUTOMOTIVE DBA ZIEBART OF SPOKANE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068377	79.23
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068048	1,591.88
SIX ROBBLEES INC	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00563759	2,237.32
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068354	9,677.61
SPECIAL ASPHALT PRODUCTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068355	152.46
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068359	163.80
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80067990	393.57
THERMO KING NORTHWEST	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80067991	3,006.07
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068365	1,768.27
TOBY'S BODY & FENDER INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068442	6,078.27
ULRICK'S AUTOMATIC	EQUIPMENT REPAIRS/MAINTENANCE	

TRANSMISSION SERVICE INC	CHECK NO. - 00563802	2,176.15
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	6,238.26
US BANK P CARD PAYMENTS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068289	936.29
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	950.55
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	444.23
US BANK P CARD PAYMENTS	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80068289	3.75
US BANK P CARD PAYMENTS	PERMITS/OTHER FEES ACH PMT NO. - 80068289	1,091.43
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	144.00-
US BANK P CARD PAYMENTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068289	19,265.17
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	7,473.27

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068190	357.91
WA STATE DEPT OF REVENUE	MINOR EQUIPMENT -	22.80
WA STATE DEPT OF REVENUE	VEHICLE REPAIR & MAINT SUPPLY -	483.92
WALTER E NELSON CO	OPERATING SUPPLIES CHECK NO. - 00563662	184.63
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068371	2,055.85
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068371	230.43
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068373	14,633.32
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80068376	5,695.40
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80068376	18,571.54

TOTAL FOR 5100 - FLEET SERVICES FUND		240,311.47

5200 - PUBLIC WORKS AND UTILITIES

CARRIE WURZBURG PO BOX 30881	REFUNDS CHECK NO. - 00563796	10.00
CDW GOVERNMENT INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068209	560.66
ESCALADE PROPERTIES LLC 701 E FRONT AVE	REFUNDS CHECK NO. - 00564004	10.00
RHIANNON NILSON 2608 S THIERMAN LN	REFUNDS CHECK NO. - 00563718	1.50
SPOKANE CITY TREASURER	REFUNDS CHECK NO. - 00563798	1.08
SPOKANE CITY TREASURER OR WASH STATE DEPT OF REVENUE	EXTERNAL TAXES/OPER ASSESSMT CHECK NO. - 00563736	5,281.11
UNIVERSITY DISTRCT DEVELOPMENT ASSOCIATION	ADVERTISING ACH PMT NO. - 80068053	1,013.37
US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00563779	17,697.28
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	3,519.78

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	225.93
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	27.21
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	1,658.00
US BANK TRAVEL CARD	AIRFARE CHECK NO. - 00563827	293.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	3,897.25
TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		34,196.35

5300 - IT FUND

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80068009	1.52

AT&T MOBILITY	CELL PHONE CHECK NO. - 00563771	49.93
CIRESON LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80068165	1,575.00
COMCAST	IT/DATA SERVICES ACH PMT NO. - 80068099	161.96
COMPUNET INC	MINOR EQUIPMENT ACH PMT NO. - 80068016	6,587.91
INFO-TECH RESEARCH GROUP INC	CONTRACTUAL SERVICES ACH PMT NO. - 80068406	26,893.08
NUVODIA LLC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80068179	475.00
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80068352	24,277.86
SPOKANE COUNTY TREASURER	SOFTWARE MAINTENANCE ACH PMT NO. - 80068186	13,267.29
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	12,462.58
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	40.28
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	243.15
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	2,595.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK P CARD PAYMENTS	SOFTWARE MAINTENANCE ACH PMT NO. - 80068289	1,271.67
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068289	360.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	14,074.90
WA STATE DEPT OF REVENUE	SOFTWARE MAINTENANCE -	102.92
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	32.04
XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80068193	948.94

TOTAL FOR 5300 - IT FUND		105,421.03

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP	COMPUTERS	
%DELL USA LP	ACH PMT NO. - 80068392	12,977.43
INCAPSULATE LLC	CAPITALIZED SOFTWARE	
	ACH PMT NO. - 80068172	44,850.00
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		57,827.43

5400 - REPROGRAPHICS FUND

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80068089	28.34
FIRST IMPRESSIONS CREATIVE	OPERATING SUPPLIES	
PRINTING INC	CHECK NO. - 00563813	594.62
GREAT WESTERN INK INC	OPERATING SUPPLIES	
	CHECK NO. - 00563774	241.81
MARK ANDY INC	OPERATING SUPPLIES	
DBA MARK ANDY PRINT PRODUCTS	ACH PMT NO. - 80068236	1,961.20
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00564019	663.65
US BANK P CARD PAYMENTS	MISC SERVICES/CHARGES	
	ACH PMT NO. - 80068289	206.02
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80068445	802.46
WCP SOLUTIONS	OPERATING SUPPLIES	
	ACH PMT NO. - 80068256	3,128.33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5400 - REPROGRAPHICS FUND	7,626.43

5500 - PURCHASING & STORES FUND

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00564019	1,446.39
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80068289	735.00
US BANK TRUST NA	RETIREMENT	
OR CITY OF SPOKANE	ACH PMT NO. - 80068445	1,716.41

TOTAL FOR 5500 - PURCHASING & STORES FUND		3,897.80

5600 - ACCOUNTING SERVICES

SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068048	60.98
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	7,707.21
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	64.25
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	305.00
US BANK P CARD PAYMENTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80068289	250.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	9,404.38
TOTAL FOR 5600 - ACCOUNTING SERVICES		17,791.82

5700 - MY SPOKANE

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80068003	90.00
SPOKANE INT'L TRANSLATION/DIV OF PERCIBA INC	INTERPRETER COSTS ACH PMT NO. - 80068051	60.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	2,123.10
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	125.18
US BANK P CARD PAYMENTS	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80068289	520.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	2,599.54
TOTAL FOR 5700 - MY SPOKANE		5,517.82

5750 - OFFICE OF PERFORMANCE MGMT

ERICA ANN JACOBO	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00564001	155.07

TECHSMITH CORPORATION	SOFTWARE (NONCAPITALIZED) CHECK NO. - 00564018	107.38
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	1,497.18
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	1,572.65
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80068156	425.53
WA STATE DEPT OF REVENUE	SOFTWARE (NONCAPITALIZED) -	9.56
TOTAL FOR 5750 - OFFICE OF PERFORMANCE MGMT		3,767.37

5800 - RISK MANAGEMENT FUND

US BANK TREASURY MANAGEMENT SERVICES	BANK FEES CHECK NO. - 00563779	209.80
US BANK TREASURY MANAGEMENT SERVICES	EARNINGS CREDIT CHECK NO. - 00563779	209.80-
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80068288	39,650.91
TOTAL FOR 5800 - RISK MANAGEMENT FUND		39,650.91

5810 - WORKERS' COMPENSATION FUND

EQUIAN LLC	INSURANCE ADMINISTRATION ACH PMT NO. - 80068317	8,298.21
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	1,397.64
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	215.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	1,414.57

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VICTOR J GIAMPIETRI II DBA WA STATE FIRST AID	CONTRACTUAL SERVICES ACH PMT NO. - 80068370	500.00
TOTAL FOR 5810 - WORKERS' COMPENSATION FUND		11,825.42

5820 - UNEMPLOYMENT COMPENSATION FUND

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	35.37
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	42.74
TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND		78.11

5830 - EMPLOYEES BENEFITS FUND

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE ADMINISTRATION ACH PMT NO. - 80068402	49,159.71
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80068402	618,050.27
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE PREMIUMS ACH PMT NO. - 80068402	24,478.08
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80068423	48,766.92
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80068278	666,187.22
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	852.54
US BANK P CARD PAYMENTS	PROMOTIONAL SUPPLIES ACH PMT NO. - 80068289	20.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	891.76
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80068449	13,237.50
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80068449	64,996.53
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		1,486,640.53

5900 - ASSET MANAGEMENT FUND OPS

ARAMARK UNIFORM SERVICES AUS WEST LOCKBOX	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80068009	131.12

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80068204	42.42

CAMTEK INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80068094	6,619.17
COEUR D'ALENE SERVICE STATION EQUIPMENT	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80068210	1,080.29
COEUR D'ALENE SERVICE STATION EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068210	21.78
FIRE PROTECTION SPECIALISTS LLC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80068114	620.00
INLAND EMPIRE FIRE PROTECTION COMPANY	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00563775	220.00
INTERSTATE RESTORATION LLC	OTHER IMPROVEMENTS ACH PMT NO. - 80068409	4,645.59
MAINTENANCE SOLUTIONS INC	OPERATING SUPPLIES ACH PMT NO. - 80068035	282.33
MATERIALS TESTING & INSPECTION LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80068418	3,668.12
PROFESSIONAL CRANE INSPECTIONS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80068424	1,436.44
RESOURCE SYNERGY LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80068183	1,227.72
ROTO-ROOTER/DIV OF RAM PLUMBING INC	BUILDING REPAIRS/MAINTENANCE CHECK NO. - 00563778	269.53
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	1,945.61
US BANK P CARD PAYMENTS	MINOR EQUIPMENT ACH PMT NO. - 80068289	441.90
US BANK P CARD PAYMENTS	OPERATING SUPPLIES ACH PMT NO. - 80068289	1,885.31
US BANK P CARD PAYMENTS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80068289	8,078.39
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	2,275.95
WA STATE DEPT OF REVENUE	REPAIR & MAINTENANCE SUPPLIES -	379.53
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		35,271.20

5901 - ASSET MANAGEMENT FUND CAPITAL

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

FASTENAL CO	VEHICLES ACH PMT NO. - 80068397	62.48
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLES ACH PMT NO. - 80068131	44.61
RACOM CORPORATION	VEHICLES ACH PMT NO. - 80068244	490.05
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		597.14

5902 - PROPERTY ACQUISITION POLICE

COLUMBIA FORD INC	VEHICLES ACH PMT NO. - 80068211	77,956.94
US BANK POLICE ADVANCE TRAVEL	VEHICLES ACH PMT NO. - 80068290	177.50
US BANK TRAVEL CARD	VEHICLES CHECK NO. - 00563827	22.90
TOTAL FOR 5902 - PROPERTY ACQUISITION POLICE		78,157.34

6100 - RETIREMENT

HYAS GROUP LLC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80068171	31,250.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00564019	810.66
US BANK P CARD PAYMENTS	OFFICE SUPPLIES ACH PMT NO. - 80068289	38.10
US BANK P CARD PAYMENTS	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80068289	421.00
US BANK TRAVEL CARD	AIRFARE CHECK NO. - 00563827	309.00
US BANK TRUST NA OR CITY OF SPOKANE	RETIREMENT ACH PMT NO. - 80068445	989.76
TOTAL FOR 6100 - RETIREMENT		33,818.52

6200 - FIREFIGHTERS' PENSION FUND

FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00563812	29,943.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSMENT CHECK NO. - 00563812	7,458.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HYAS GROUP LLC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80068171	4,950.00
INTERIM HEALTHCARE OF SPOKANE	SERVICE REIMBURSMENT CHECK NO. - 00563815	450.00
LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80068368	175.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80068423	8,197.17
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80068278	77,809.69
RIVERVIEW CARE CENTER	SERVICE REIMBURSEMENT CHECK NO. - 00563822	16,051.00
RIVERVIEW CARE CENTER	SERVICE REIMBURSMENT CHECK NO. - 00563822	2,340.00
ROYAL PARK CARE CENTER, LLC	SERVICE REIMBURSEMENT CHECK NO. - 00563823	9,300.00
ROYAL PARK CARE CENTER, LLC	SERVICE REIMBURSMENT CHECK NO. - 00563823	162.75
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00563825	10,525.00
SNOW PEAK 1 LIBERTY LAKE REAL ESTATE LLC	SERVICE REIMBURSMENT CHECK NO. - 00563825	5,950.00
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80068449	1,359.30
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	SERVICE REIMBURSEMENT ACH PMT NO. - 80068449	13,110.00
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		187,780.91

6300 - POLICE PENSION

ANDY'S HOME CARE, INC DBA LOVE IN HOME SENIOR CARE	SERVICE REIMBURSEMENT CHECK NO. - 00563806	2,426.97
CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00563811	4,755.00
CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSMENT CHECK NO. - 00563811	450.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00563812	8,605.00

FAIRWINDS SPOKANE LLC	SERVICE REIMBURSMENT CHECK NO. - 00563812	2,593.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HOME CARE ASSISTANCE OF WASHINGTON LLC	SERVICE REIMBURSEMENT CHECK NO. - 00563814	1,408.00
JAMES MANSON	SERVICE REIMBURSMENT CHECK NO. - 00563818	2,394.71
LEONARD J VANDERBOSCH MD	OTHER CONTRACTUAL SERVICES ACH PMT NO. - 80068368	175.00
LOUIS VELA	SERVICE REIMBURSMENT CHECK NO. - 00563828	399.00
MANITO CAPITAL LLC DBA FAMILY HOME CARE	SERVICE REIMBURSEMENT ACH PMT NO. - 80068218	1,860.00
PREMERA BLUE CROSS	INSURANCE ADMINISTRATION ACH PMT NO. - 80068423	6,449.55
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80068278	33,051.07
ROBERT WALKER	SERVICE REIMBURSMENT ACH PMT NO. - 80068260	46.58
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80068449	1,069.50
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	SERVICE REIMBURSEMENT ACH PMT NO. - 80068449	11,294.00
	TOTAL FOR 6300 - POLICE PENSION	76,977.38

6920 - CLAIMS CLEARING FUND

FABTEC INC	WARRANTS PAYABLE CHECK NO. - 00563845	1,575.00
LIVEA DENNISON 2121 W 4TH AVE APT 206	ACCOUNTS PAYABLE CHECK NO. - 00563731	570.85
MORGAN N DAVIS 4928 N WHITEHOUSE ST	ACCOUNTS PAYABLE CHECK NO. - 00563730	4.79
	TOTAL FOR 6920 - CLAIMS CLEARING FUND	2,150.64

6960 - SALARY CLEARING FUND NEW

AFLAC/AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	AFLAC ACH PMT NO. - 80068378	34,490.94

CHAPMAN FINANCIAL SERVICES	CHAPMAN FINANCIAL SERV OF WA CHECK NO. - 00563843	1,716.03
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00563995	40.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DIGNITARY PROTECTION TEAM FUND % SPOKANE LAW ENFORCEMENT C U	DIGNITARY PROTECTION TEAM FUND ACH PMT NO. - 80068393	110.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00563999	92,691.91
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00563999	2,191.18
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00564000	67,979.45
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00564023	938.18
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00564014	15.35
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80068427	6,058.91
REHN & ASSOCIATES SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80068427	15,758.93
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80068430	75.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80068437	410.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80068438	240.00
UNITED WAY	UNITED WAY ACH PMT NO. - 80068444	814.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00564019	277,077.72
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00564019	711,598.68
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00564019	103,799.97
US BANK TRUST NA OR CITY OF SPOKANE	CITY RETIREMENT SYSTEM ACH PMT NO. - 80068445	372,881.08
US DEPARTMENT OF EDUCATION AWG	US DEPT. OF EDUCATION AWG	

	CHECK NO. - 00564020	281.58
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00564022	2.00
WASHINGTON LEOFF DEPT OF RETIREMENT SYSTEMS	DEPT OF RET SYS-LEOFF 2 CHECK NO. - 00564024	687,115.61
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		2,376,286.52

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL CLAIMS	22,468,451.04

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	5,153.65	4,085.92	
00563656	ADVANCE AUTO PARTS	24.10		
00563657	C & B UPHOLSTERY INC	130.68		
00563658	NORTHWEST RADIATOR	1,257.52		
00563659	O'REILLY AUTOMOTIVE STORES I	249.53		
00563660	SIX ROBBLEES INC	1,866.45		
00563661	STUART CONSULTING GROUP INC	4,200.00		
00563662	WALTER E NELSON CO	184.63		
00563663	CENTER POINT PUBLISHING INC		270.24	
00563664	CENTURYLINK		428.13	
00563665	CHENEY FREE PRESS		30.00	
00563666	TODD DAVID MILNE		2,025.00	
00563667	RACHAEL ROSSBACH		100.00	
00563668	JOAN NOLAN		50.00	
00563669	SPOKANE CITY TREASURER		65.00	
00563670	US POSTAL SERVICE		6,000.00	
00563671	WASHINGTON STATE UNIVERSITY		50.00	
00563672	BAKER COMMODITIES INC/			50.00
00563673	CENTURYLINK			136.26
00563674	FRIENDCHIPS			18.50
00563675	JACKSON PACIFIC INC			1,790.83
00563676	THE ODOM CORPORATION			327.95
00563677	KELLY CHADWICK			27,377.46
00563678	TCF NATIONAL BANK dba			23,346.12
00563679	WA STATE DEPT OF REVENUE			128,801.05
00563680	PATRICIA SIMPSON WARD			232.00
00563714	AMERICAN PLANNING ASSOCIATIO	2,000.00		
00563715	AUDUBON VETERINARY CLINIC	149.82		
00563716	JEFFREY KAMPHAUS	234.00		
00563717	KELLER SUPPLY COMPANY	9,811.16		
00563718	RHIANNON NILSON	270.43		
00563719	MACKIN & LITTLE INC	150.00		
00563720	MCVAY BROTHERS	235.50		
00563721	ADT LLC	15.00		
00563722	TRACY BRENEMAN	24.00		
00563723	BULLDOG CONTRACTORS, INC	512.00		
00563724	MACKIN & LITTLE INC	75.00		
00563725	MACKIN & LITTLE INC	80.00		
00563726	ADT LLC	15.00		
00563727	ADT LLC	20.00		
00563728	ADT LLC	20.00		
00563729	ADT LLC	15.00		
00563730	MORGAN N DAVIS	4.79		
00563731	LIVEA DENNISON	570.85		
00563732	TAYLOR PHILLIPS	106.41		
00563733	EJ IANNELLI	173.98		
00563734	NORTH INDIAN TRAIL	650.00		
00563735	SPOKANE CITY TREASURER	2,145.00		
00563736	SPOKANE CITY TREASURER OR	479,191.38		
00563737	STREET DEPT IMPREST FUND	34.28		
00563738	UNITED PARCEL SERVICE	34.15		
00563739	WA STATE DEPT OF LABOR &	50.00		
00563748	ADVANCE AUTO PARTS	1,166.17		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00563749	DIRECT AUTOMOTIVE DISTRIBUTI	47.48		
00563750	MRS. LEONA DATER	244.40		
00563751	NAOMI DEVINY	257.48		
00563752	GENERAL STORE	37.50		
00563753	T LARIVIERE EQUIPMENT	1,080.14		
00563754	MR PATRICK L KELSEY	566.06		
00563755	JOSE SOLIS	10.00		
00563756	SERGEY A YERMOLA	25.00		
00563757	KEN ZINKGRAF	600.00		
00563758	LISA HOLMES	175.56		
00563759	SIX ROBBLEES INC	370.87		
00563760	SPOKANE POLICE DEPARTMENT	16.47		
00563761	JENSEN DISTRIBUTION SERVICES			493.21
00563762	DOUG MEYER			162.50
00563763	SODEXO			430.00
00563764	SPOKANE HISTORIC CONCERTS			500.00
00563765	VICKY WESSLEN			37.00
00563766	HUGS AND NOSES			200.00
00563767	PARK DEPT IMPREST FUND			29.16
00563768	PARK DEPT IMPREST FUND			208.96
00563769	STAGELINE MOBILE STAGE INC			37,740.01
00563770	AFFORDABLE ASBESTOS ABATEMEN	495.50		
00563771	AT&T MOBILITY	49.93		
00563772	BOUND TREE MEDICAL LLC	3,159.59		
00563773	CENTURYLINK	60.08		
00563774	GREAT WESTERN INK INC	241.81		
00563775	INLAND EMPIRE FIRE PROTECTIO	220.00		
00563776	KELLER SUPPLY COMPANY	10,830.67		
00563777	QLT CONSUMER LEASE SERVICES	14.94		
00563778	ROTO-ROOTER/DIV OF	269.53		
00563779	US BANK	22,427.70		
00563780	ZIEGLER LUMBER COMPANY	531.43		
00563781	CENTURYLINK		67.31	
00563782	DIAMOND PARKING INC		20.69	
00563783	JENNY ANN EDGREN		750.00	
00563784	GRACE JUNE IMAGERY		50.00	
00563785	MATTHEW SUTTON		75.00	
00563786	MOBIUS SPOKANE		1,550.00	
00563787	GREGORY W NAKER		1,050.00	
00563788	THE HANOVER INSURANCE GRP IN		6,451.20	
00563789	ADVANCE AUTO PARTS	7.57		
00563790	DIRECT AUTOMOTIVE DISTRIBUTI	75.85		
00563791	FELIX HAYNES	180.00		
00563792	BRADLEY JOHNSON	180.00		
00563793	QUEEN B RADIO INC dba	308.00		
00563794	POWER CITY ELECTRIC	25.00		
00563795	PADAM KARKI	143.99		
00563796	CARRIE WURZBURG	357.75		
00563797	CLC NORTHWEST INC	19.00		
00563798	SPOKANE CITY TREASURER	200.00		
00563799	SPOKANE CITY TREASURER	792.12		

00563800	SPOKANE CITY TREASURER	237.00		
00563801	SPOKANE FIRE DEPARTMENT	88.90		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00563802	ULRICK'S AUTOMATIC	2,176.15		
00563805	AA AUTO NORTHWEST LLC	129.32		
00563806	ANDY'S HOME CARE, INC	2,426.97		
00563807	AT&T MOBILITY	181.16		
00563808	BROADWAY TRUCK STOP/DIV OF	200.26		
00563809	CENTURYLINK	59.31		
00563810	COPY-RITE PRINTING	1,290.47		
00563811	CRISTA SENIOR COMMUNITY	5,205.00		
00563812	FAIRWINDS SPOKANE LLC	48,599.00		
00563813	FIRST IMPRESSIONS CREATIVE	867.96		
00563814	HOME CARE ASSISTANCE OF	1,408.00		
00563815	INTERIM HEALTHCARE OF SPOKAN	450.00		
00563816	KING LUMINAIRE CO INC	1,624.00		
00563817	MICHAEL CUNNINGHAM	20,635.56		
00563818	JAMES MANSON	2,394.71		
00563819	KATHERINE E MILLER	116.00		
00563820	NATIONAL ASSN FOR CIVILIAN	125.00		
00563821	PRIME PEST CONTROL	154.64		
00563822	RIVERVIEW CARE CENTER	18,391.00		
00563823	ROYAL PARK CARE CENTER, LLC	9,462.75		
00563824	SIX ROBBLEES INC	25.66		
00563825	SNOW PEAK 1 LIBERTY LAKE REA	16,475.00		
00563826	UNITED RENTALS NW INC	3,502.06		
00563827	US BANK TRAVEL CARD			
00563828	LOUIS VELA	399.00		
00563829	WA STATE DEPT OF NATURAL	509.96		
00563830	US BANK TRAVEL CARD			
00563831	A TO Z RENTALS			674.56
00563832	ABADAN REPROGRAPHICS			75.14
00563833	ACHIEVE CENTER			385.00
00563834	CAROLYN STREIGHT			70.50
00563835	HEATHER VANDERPOOL			400.00
00563836	KELLY QUINN			52.00
00563837	KRISTEN ANDERS			120.00
00563838	KRISTEN LOBDELL			263.00
00563839	MOLLY VALLIANT			37.00
00563840	TRISTEN PEBBLES			52.00
00563841	US BANK TRAVEL CARD			
00563842	MATTHEW J BAILEY	295.00		
00563843	CHAPMAN FINANCIAL SERVICES	1,716.03		
00563844	ENNIS-FLINT TRADING INC	9,385.27		
00563845	FABTEC INC	1,575.00		
00563846	INLAND IMAGING LLC	90.00		
00563848	HEATHER A ACKER	52.00		
00563849	DCT TELECOM GROUP	14.90		
00563850	GIRMA WEDESSA	117.00		
00563852	CBRE/ESI	357.00		

00563853	PAUL J CLEVELAND	10.00
00563854	GIRMA WEDESSA	33.00
00563855	VANESSA SLOTHOUR	11.39
00563856	LYNDA A HEDQUIST	15.57
00563857	AMANDA S BETTINSON	11.62
00563859	SPOKANE CITY TREASURER	500.00

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00563860	TEIGEN, TROY D	576.58		
00563861	UNITED RENTALS NW INC	4,273.07		
00563862	WM RECYCLE AMERICA LLC	117,603.52		
00563863	KATHLEEN J PEAKE			244.00
00563864	CENTURYLINK			139.04
00563865	ENCORE EVENTS & PRESENTATION			3,000.00
00563866	BRADLEY KEELER			250.00
00563867	WM RECYCLE AMERICA LLC			122.44
00563975	ADVANCE AUTO PARTS	116.13		
00563976	C & B UPHOLSTERY INC	936.54		
00563977	CENTURYLINK	251.09		
00563978	ROBIN R DEAN	924.00		
00563979	DIRECT AUTOMOTIVE DISTRIBUTI	1,681.16		
00563980	INDUSTRIAL WELDING CO INC	1,670.80		
00563981	ALL LINES INSURANCE LLC	147.00		
00563982	PAMELA DANIELSON	36.40		
00563983	O'REILLY AUTOMOTIVE STORES I	138.31		
00563984	T-MOBILE USA INC	408.00		
00563985	UNITED PARCEL SERVICE	19.72		
00563986	WA STATE ASSN OF MUNICIPAL	235.00		
00563987	NATIONSERVE	457.39		
00563988	WHITE BLOCK COMPANY INC	785.82		
00563989	ATLAS SAND AND ROCK INC			2,900.02
00563992	ABADAN REPROGRAPHICS	392.26		
00563993	CENTURYLINK	63.10		
00563994	CHANGEPOINT NW	2,718.00		
00563995	CHILD SUPPORT SERVICES	40.00		
00563996	CLEAN HARBORS ENVIRONMENTAL	11,975.06		
00563997	RYAN J FLETCHER	208.95		
00563998	GATHERING AT THE FALLS	3,000.00		
00563999	ICMA RETIREMENT TRUST 457	165,250.86		
00564000	ING LIFE INSURANCE & ANNUITY	112,503.91		
00564001	ERICA ANN JACOBO	155.07		
00564002	ADT LLC	15.00		
00564003	PAMALYNN BRAULT	20.00		
00564004	ESCALADE PROPERTIES LLC	1,202.68		
00564005	FAUCETTS N' STUFF LLC	135.00		
00564006	HANDYMAN ELECTRIC LLC	15.00		
00564007	NANCY HARRIS	40.00		
00564008	NICK SANGIL	160.00		
00564009	JANNA L SCHROEDER	25.00		
00564010	DANNY SULLIVAN CONST LLC	625.00		
00564011	RICHARD G TERZIEFF	20.00		

00564012	MICHELLE THOMAS	2,000.00
00564013	VALLEY EMPIRE COLLECTIONS	40.42
00564014	PEOPLE QUALIFIED COMMITTEE	15.35
00564015	JEFF PUGH	180.00
00564016	SIGNS NOW	2,466.39
00564017	SPOKANE COUNTY BAR ASSN	1,260.00
00564018	TECHSMITH CORPORATION	149.78
00564019	US BANK OR CITY TREASURER	1,473,354.06
00564020	US DEPARTMENT OF EDUCATION A	281.58
00564021	FROILAN VALDEZ	1,017.63

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00564022	WA STATE SUPPORT REGISTRY OR	2.00		
00564023	JUNE WALLACE	938.18		
00564024	WASHINGTON LEOFF	1,113,463.05		
00564025	CENTURYLINK		449.52	
00564026	RICKY WEBSTER		75.00	
00564027	ZAINAB ABD		50.00	
00564028	NEOPOST USA INC		165.53	
00564029	THE PEPSI BOTTLING GROUP			3,614.11
80067940	AURORA WORLD INC			868.31
80067941	AVISTA CORPORATION	625.60		
80067942	AVISTA UTILITIES		786.86	
80067943	BAKER & TAYLOR BOOKS		50,623.40	
80067944	BIG SKY INDUSTRIAL/DIV OF	2,027.17		
80067945	BLUEBIRD TREE CARE INC			1,071.68
80067946	BRIDGESTONE AMERICAS INC	2,949.41		
80067947	LITHIA MOTORS PAYMENT	394.82		
80067948	CENGAGE LEARNING INC		564.99	
80067949	COEUR D'ALENE SERVICE STATIO	129.55		
80067950	CUMMINS NORTHWEST LLC	1,038.27		
80067951	DIVCO INC	948.67		
80067952	FROSTY ICE/DIV OF R PLUM COR			888.00
80067953	GALLS LLC	1,814.35		
80067954	GORDON TRUCK CENTERS INC DBA	4,162.11		
80067955	GRAINGER INC	187.70		
80067956	GREENLEAF LANDSCAPING INC		239.58	
80067957	MCCOLLUM FORD SALES INC	925.06		
80067958	INGRAM LIBRARY SERVICES LLC		301.21	
80067959	INLAND PACIFIC HOSE & FITTIN	81.25		
80067960	INLAND POWER & LIGHT CO			115.22
80067961	KANOPY INC		1,810.00	
80067962	KENWORTH SALES COMPANY	7,523.45		
80067963	ELIZABETH A PIKE			437.50
80067964	MAX J KUNEY COMPANY	529,315.35		
80067965	MCGUIRE BEARING CO	135.99		
80067966	MIDWEST TAPE		17,348.56	
80067967	MONTANA HUCKLEBERRY TREASURE			504.04
80067968	MOTION AUTO SUPPLY	946.57		
80067969	NAPA AUTO PARTS	345.46		
80067970	NOVUS AUTO GLASS	353.88		

80067971	OCLC INC		3,575.16	
80067972	OVERDRIVE INC		3,635.68	
80067973	OWEN EQUIPMENT CO	1,168.41		
80067974	PACWEST MACHINERY LLC	4,148.03		
80067975	PAPE MACHINERY INC	59.42		
80067976	POHL SPRING WORKS INC	1,865.13		
80067977	R & R HEATING & AIR			9,890.00
80067978	RAY-PAC INC	3,019.48		
80067979	RECORDED BOOKS INC		1,044.55	
80067980	JOSEPH J ROISE		64.38	
80067981	SHAMROCK PAVING CO/DIV OF	222,857.04		
80067982	SIMPLOT PARTNERS			1,633.22
80067983	SITEONE LANDSCAPE SUPPLY LLC			163.35
80067984	SMITH WESTERN CO			434.59

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80067985	SOLID WASTE SYSTEMS INC	5,456.22		
80067986	SPOKANE HOUSE OF HOSE INC	35.79		
80067987	STARPLEX CORP		4,337.46	
80067988	BRAD L WHITE	235.22		
80067989	SYSCO FOOD SERVICES INC			2,332.26
80067990	TACOMA SCREW PRODUCTS INC	393.57		
80067991	THERMO KING NORTHWEST	3,006.07		
80067992	TITAN TRUCK EQUIPMENT	668.04		
80067993	TRUMBA CORPORATION		809.85	
80067994	CHESTER JOHN CASKEY			570.00
80067995	WENDLE FORD NISSAN ISUZU	127.13		
80067996	DOBBS HEAVY DUTY HOLDINGS LL	4,428.26		
80067997	WHEELER MANUFACTURING CO, IN			175.26
80067998	WILBUR ELLIS COMPANY			4,685.40
80067999	WINGFOOT COMMERCIAL TIRE	13,876.40		
80068000	XO COMMUNICATIONS INC		1,064.26	71.01
80068001	STUART CONSULTING GROUP INC	3,800.00		
80068002	3M CO	1,876.90		
80068003	ACRANET CBS BRANCH/DIV OF	1,023.00		
80068004	ACTION MATERIALS	466.08		
80068005	ADVANCED INFRASTRUCTURE	5,330.18		
80068006	ALLIED ENVELOPE	178.33		
80068007	ALSCO DIVISION OF ALSCO INC	17.70		
80068008	NORTHWEST INDUSTRIAL SERVICE	195.00		
80068009	ARAMARK UNIFORM SERVICES	522.66		
80068010	AVISTA UTILITIES	41,043.36		
80068011	BUDINGER & ASSOCIATES INC	1,506.64		
80068012	CDW GOVERNMENT INC	420.34		
80068013	CI TECHNOLOGIES, INC	2,311.32		
80068014	CITY SERVICE VALCON LLC	1,735.40		
80068015	COLUMBIA FORD INC	38,978.47		
80068016	COMPUNET INC	6,587.91		
80068017	CONTRACT DESIGN ASSOCIATES I	985.33		
80068018	COPIERS NORTHWEST INC	3,772.53		
80068019	DELL MARKETING LP	10,104.72		

80068020	DEVRIES INFORMATION MANAGEME	163.50
80068021	DOUGHBOYS TOOLS & EQUIPMENT	1,306.78
80068022	EDGE CONSTRUCTION SUPPLY	410.92
80068023	ELJAY OIL CO INC	462.12
80068025	FIKES NORTHWEST INC/DIV OF	74.63
80068026	FROSTY ICE/DIV OF R PLUM COR	70.78
80068027	GALLS LLC	3,497.64
80068028	GRAINGER INC	209.57
80068029	GUNARAMA WHOLESALE INC	124.35
80068030	HASKINS STEEL CO INC	713.77
80068031	JRM ENTERPRISES INC	1,669.25
80068032	LLUMIN INC	3,780.00
80068033	LOOMIS ARMORED US INC	1,529.16
80068034	LSB CONSULTING ENGINEERS PLL	1,180.00
80068035	MAINTENANCE SOLUTIONS INC	282.33
80068036	NEPTUNE TECHNOLOGY GROUP INC	58,125.90
80068037	NORCO INC	268.31
80068038	NORTHSTAR CHEMICAL INC	6,589.76

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80068039	OCCUPATIONAL MEDICINE	3,303.00		
80068040	OLIN CORPORATION	6,294.72		
80068041	OLYMPIC FOUNDRY INC	7,051.28		
80068042	WORKSPACE DEVELOPMENT LLC	1,850.30		
80068043	OXARC INC	638.08		
80068044	PORTER LEE CORPORATION	170.00		
80068045	PREMERA BLUE CROSS OR	508,153.36		
80068046	RAY TURF FARMS INC	7.41		
80068047	SITEONE LANDSCAPE SUPPLY LLC	301.19		
80068048	SHI CORP	2,774.74		
80068049	SOUTHERN ALUMINUM MANUFATCTU			10,942.27
80068050	SPOKANE COUNTY TREASURER	22,274.28		
80068051	SPOKANE INT'L TRANSLATION/DI	60.00		
80068052	STANLEY CONVERGENT SECURITY	714.60		
80068053	UNIVERSITY DISTRCT	1,013.37		
80068054	US BANK OR CITY TREASURER	19,612.30		
80068055	VERIZON WIRELESS	31,148.89		
80068056	XO COMMUNICATIONS INC	61.83		
80068057	LARS H HENDRON	41.76		
80068058	TIFFANY PATTERSON	350.00		
80068059	ALPINE BISTRO & BAKERY CO			1,077.92
80068060	BACON CONCRETE INC	332,689.72		
80068061	BARR-TECH LLC			284.49
80068062	BRIDGESTONE AMERICAS INC	433.50		
80068063	CAFFE D'ARTE LLC			235.92
80068064	CARDIO PARTNERS			1,714.10
80068065	CINTAS CORPORATION NO 3	329.78		
80068066	CITY SERVICE VALCON LLC			2,701.23
80068067	CKC FOOD SERVICES LLC			55.50
80068068	CONNELL OIL INC	2,105.51		
80068069	GORDON TRUCK CENTERS INC DBA	364.53		

80068070	GRAINGER INC	29.58		
80068071	GUNARAMA WHOLESALE INC			37.66
80068072	KENWORTH SALES COMPANY	1,252.95		
80068073	NAPA AUTO PARTS	24.16		
80068074	OXARC INC			14,291.80
80068075	SOLID WASTE SYSTEMS INC	2,575.01		
80068076	SYSCO FOOD SERVICES INC			5,057.14
80068077	T LARIVIERE EQUIPMENT &	287,137.99		
80068078	THE CAMPUS BOULDERING GYM LL			235.22
80068079	TITAN TRUCK EQUIPMENT	618.98		
80068080	DOBBS HEAVY DUTY HOLDINGS LL	1,408.95		
80068081	WILBUR ELLIS COMPANY			4,710.03
80068082	WILDROSE LTD dba			3,303.81
80068083	WINGFOOT COMMERCIAL TIRE	3,123.99		
80068084	DAVID A KLING	11.95		
80068085	CARL D STRONG			248.19
80068086	ABM JANITORIAL SERVICES SOUT	3,055.41		
80068087	ALLIED ENVELOPE	237.77		
80068088	NORTHWEST INDUSTRIAL SERVICE	333.29		
80068089	ARAMARK UNIFORM SERVICES	55.46		
80068090	ARCHBRIGHT INC	212.36		
80068091	AVISTA CORPORATION	2,000.00		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80068092	AVISTA UTILITIES	94,440.61	9,139.06	
80068093	CAMERON-REILLY LLC	5,548.00		
80068094	CAMTEK INC	6,619.17		
80068095	CDW GOVERNMENT INC	164.57		
80068096	CINTAS CORPORATION NO 3	8,011.59		
80068097	CITY SERVICE VALCON LLC	7,222.46		
80068098	COFFMAN ENGINEERS INC	576.92	4,675.00	
80068099	COMCAST	1,662.60		
80068100	COMPUNET INC	4,704.48		
80068101	CONNELL OIL INC	1,060.71		
80068102	STEVE CONNER			7,477.13
80068103	CONSOLIDATED SUPPLY CO	17,408.31		
80068104	CREEK AT QUALCHAN GOLF COURS			10,772.52
80068105	DAVID CLARK COMPANY INC	341.25		
80068106	DCI ENGINEERS	9,114.33		
80068107	DELL MARKETING LP	459.97		
80068108	DEVRIES INFORMATION MANAGEME	22.40		
80068109	DW EXCAVATING INC	45,884.84		
80068110	ENVISIONWARE INC		7,928.40	
80068111	EYEMART EXPRESS LLC	644.70		
80068112	FASTENAL CO	1,905.95		
80068113	FIELD INSTRUMENTS & CONTROLS	2,457.86		
80068114	FIRE PROTECTION SPECIALISTS	620.00		
80068115	FISHER SCIENTIFIC	1,325.64		
80068116	GALLS LLC	87.12		
80068117	GEO ENGINEERS INC	310.00		
80068118	GORDON TRUCK CENTERS INC DBA	342.86		

80068119	GRAYMONT CAPITAL INC.	16,881.25			
80068120	KAISER FOUNDATION HEALTH PLA	115,745.90			
80068121	H D FOWLER COMPANY	974.11			
80068122	CORE & MAIN LP	30,375.94			
80068123	HISTORICAL RESEARCH ASSOCIAT	8,109.39			
80068124	INLAND POWER & LIGHT CO	103.00			
80068125	INNER TITE CORP	1,015.05			
80068126	ITRON INC	137,508.03			
80068127	LSB CONSULTING ENGINEERS PLL	3,811.25			
80068128	LUCAS HOLDING LLC		2,615.49		
80068129	MCKINSTRY CO LLC		2,101.72		
80068130	NALCO CO	1,906.10			
80068131	NAPA AUTO PARTS	2,542.37			
80068132	NEPTUNE TECHNOLOGY GROUP INC	13,014.92			
80068133	NORCO INC	231.47			
80068134	PACIFIC POWER GROUP LLC	86.27			
80068135	PLUMB LOCO INC	865.76			
80068136	POS SUPPLY SOLUTIONS INC	1,567.88			
80068137	PPC SOLUTIONS INC	88.16			
80068138	RAY TURF FARMS INC	37.03			
80068139	SANDBAGGERS CLUB LLC				7,844.60
80068140	SAVEMORE BUILDING SUPPLY/DIV		58.74		
80068141	SCHOLASTIC INC		1,379.51		
80068142	SENSKE PEST CONTROL	98.01			
80068143	SHAMROCK MANUFACTURING INC	8,231.83			
80068144	SIGNS FOR SUCCESS INC	513.99			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80068145	SITEONE LANDSCAPE SUPPLY LLC	368.09		
80068146	SHI CORP	60.98		
80068147	SPECIALTY ENVIRONMENTAL GROU	2,972.97		
80068148	STANDARD DIGITAL PRINT CO IN	29.78		
80068149	SVL ANALYTICAL INC	126.00		
80068150	T & T GOLF MANAGEMENT INC			17,016.10
80068151	TESTAMERICA LABORATORIES INC	456.00		
80068152	THE BABCOCK & WILCOX COMPANY	1,206.79		
80068153	TITLE OF LIBERTY LLC		7,405.20	
80068154	TRUE SEALS LLC	2,646.27		
80068155	US BANK P CARD PAYMENTS	163,766.73		
80068156	VERIZON WIRELESS	425.53	475.78	
80068157	VIRTUAL GRAFFITI INC		3,295.00	
80068158	WASHINGTON DENTAL SERVICE OR	28,409.37		
80068159	WCP SOLUTIONS	2,966.70		
80068160	WESTERN STATES ASPHALT LLC	3,234.33		
80068161	EVA SILVERSTONE		26.75	
80068162	ALTA SCIENCE & ENGINEERING I	24,157.20		
80068163	ANATEK LABS INC	40.00		
80068164	CINTAS CORPORATION NO 3	916.35		
80068165	CIRESON LLC	1,575.00		
80068166	CONTRACT DESIGN ASSOCIATES I			12,087.42
80068167	DESAUTEL HEGE COMMUNICATIONS	12,636.00		

80068168	GALLS LLC	479.78
80068169	GARCO CONSTRUCTION INC	4,493,516.94
80068170	HDR ENGINEERING INC	25,898.49
80068171	HYAS GROUP LLC	50,450.00
80068172	INCAPSULATE LLC	44,850.00
80068173	K & L GATES LLP	3,000.00
80068174	LANGUAGE LINE SERVICES	41.73
80068175	MATERIALS TESTING & INSPECTI	2,023.33
80068176	MOTION AUTO SUPPLY	186.40
80068177	NAPA AUTO PARTS	404.70
80068178	NE COMMUNITY CENTER ASSN	9,765.89
80068179	NUVODIA LLC	475.00
80068180	PACWEST MACHINERY LLC	1,945.19
80068181	PLACE LANDSCAPE ARCHITECTURE	9,141.00
80068182	PROVOST PROFESSIONAL	463.33
80068183	RESOURCE SYNERGY LLC	1,227.72
80068184	ROGUE HEART MEDIA INC	15,320.00
80068185	SPOKANE TREATMENT AND	43,193.70
80068186	SPOKANE COUNTY TREASURER	13,267.29
80068187	SPOKANE TRANSIT AUTHORITY	45,176.60
80068188	ST ANN PARISH	475.00
80068189	TREATMENT LLC	2,125.00
80068190	VERIZON WIRELESS	357.91
80068191	WEST CENTRAL COMMUNITY	441.81
80068192	DOBBS HEAVY DUTY HOLDINGS LL	527.63
80068193	XO COMMUNICATIONS INC	948.94
80068194	YWCA	3,665.29
80068195	TRACIE MEIDL	29.94
80068196	DENNIS RANEY	132.86
80068197	DONALD D WALLER	777.18

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80068198	ACTION MATERIALS	653.62		
80068199	ALL SERVICE WEST TOWING	103.46		
80068200	ROBERT EARL ALFORD	103.46		
80068201	ALSCO DIVISION OF ALSCO INC	81.99		
80068202	ALWAYS TOWING & ROAD SERVICE	310.35		
80068203	ARAMARK UNIFORM SERVICES	967.58		
80068204	AVISTA CORPORATION	42.42		
80068205	A-PRO AUTO BODY AND TOWING	362.09		
80068206	BJ CARD COMPANY			73.50
80068207	BRILES FENCING CORPORATION	6,710.38		
80068208	CAMTEK INC	259.87		
80068209	CDW GOVERNMENT INC	560.66		
80068210	COEUR D'ALENE SERVICE STATIO	1,102.07		
80068211	COLUMBIA FORD INC	38,978.47		
80068212	COMCAST			354.12
80068213	CONTRACT DESIGN ASSOCIATES I	1,096.74		
80068214	DESIGNER DECAL INC	317.07		
80068215	DEVRIES INFORMATION MANAGEME	8.96		
80068216	ELJAY OIL CO INC	391.06		

80068217	EVERGREEN STATE TOWING LLC	517.30			
80068218	MANITO CAPITAL LLC	1,860.00			
80068219	FIKES NORTHWEST INC/DIV OF	54.28			
80068220	FIRE CONTROL SPRINKLER SYSTE				626.92
80068221	FLEXIM AMERICAS CORPORATION	11,974.54			
80068222	GALLS LLC	1,323.52			
80068223	GRAPHIC ART PRODUCTIONS DBA	304.92			
80068224	GUNARAMA WHOLESALE INC	411.99			
80068225	HACH COMPANY	4,774.34			
80068226	HASKINS STEEL CO INC	1,444.85			
80068227	HEARN BROS PRINTING INC	1,717.35			
80068228	HUGHES FIRE EQUIPMENT INC	539.24			
80068229	HYDRO CONSULTING & MAINTENAN	192,249.28			
80068230	INLAND ENVIRONMENTAL RESOURC	12,295.36			
80068231	INLAND PACIFIC HOSE & FITTIN	73.91			
80068232	JACKHAMMER PROMOTIONS INC				283.94
80068233	KENWORTH SALES COMPANY	208.04			
80068234	KNIGHT CONSTRUCTION &	651,924.31			
80068235	L N CURTIS & SONS	23.11			
80068236	MARK ANDY INC	1,961.20			
80068237	MR CAR WASH	96.00			
80068238	MWH CONSTRUCTORS INC &	6,653,101.11			
80068239	NELSON'S TOWING AND REPAIR/	129.32			
80068240	CHARLES H NEU				672.75
80068241	NORCO INC	123.73			
80068242	PACIFIC POWER GROUP LLC	282.06			
80068243	PRO MECHANICAL SERVICES INC	205.27			
80068244	RACOM CORPORATION	528.17			
80068245	SANDBAGGERS CLUB LLC				1,765.00
80068246	SME SOLUTIONS	502.77			
80068247	SMITH WESTERN CO				488.11
80068248	SHI CORP	181.58			
80068249	SOUTHWEST SOLUTIONS GROUP IN	4,257.99			
80068250	STELLAR INDUSTRIAL SUPPLY IN	373.50			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80068251	SWANK MOTION PICTURES INC			300.00
80068252	SYSCO FOOD SERVICES INC			126.35
80068253	TWO RIVERS TERMINAL LLC	4,207.47		
80068254	UNITEC DORSH LLC	19,220.85		
80068255	VERIZON WIRELESS	1,835.72		
80068256	WCP SOLUTIONS	161.63		
80068257	WHEELER MANUFACTURING CO, IN			398.95
80068258	XC2 SOFTWARE	5,598.52		
80068259	KACIE DIETZ			139.20
80068260	ROBERT WALKER	46.58		
80068261	ANATEK LABS INC	383.00		
80068262	AVISTA UTILITIES			67,478.92
80068263	BERGER PARTNERSHIP PS			2,215.67
80068264	COMCAST			67.39
80068265	CRITTER CONTROL OF GREATER	914.00		

80068266	DESAUTEL HEGE COMMUNICATIONS				1,232.50
80068267	GALLS LLC	2,566.40			
80068268	GARCO CONSTRUCTION INC				1,706,041.32
80068269	HELENA AGRI-ENTERPRISES				1,187.01
80068270	HILL INTERNATIONAL INC				17,457.33
80068271	HYDRAULICS PLUS INC	996.40			
80068272	IRRIGATION TECHNOLOGIES INC				14,395.07
80068273	K & L GATES LLP	2,368.80			
80068274	L & L CARGILE INC	128,387.02			
80068275	NORTH CREEK NURSERIES				1,459.29
80068276	NORTH COUNTRY SERVICES LLC	357.08			
80068277	OVERDRIVE INC		14,919.78		
80068278	PREMERA BLUE CROSS OR	268,894.62			
80068279	RECORDED BOOKS INC		2,100.10		
80068280	SIMPLOT PARTNERS				985.55
80068281	SITEONE LANDSCAPE SUPPLY LLC				68.08
80068282	SPECIALTY CONTRACTORS INC				107,342.98
80068283	SPOKANE GYMNASTICS INC				1,059.75
80068284	SPOKANE PARK FOUNDATION				2,327.72
80068285	SPOKANE RESTAURANT EQUIPMENT				2,003.76
80068286	TC SHERRY & ASSOCIATES PS db				9,631.00
80068287	SPOKANE SOFTBALL UMPIRE ASSO				2,219.32
80068288	US BANK OR CITY TREASURER	20,038.61			
80068289	US BANK P CARD PAYMENTS	48,558.11			
80068290	US BANK	7,684.50			
80068291	WA STATE DEPT OF ECOLOGY	1,470.00			
80068292	WILBUR ELLIS COMPANY				696.99
80068293	WILLIAM R PEACOCK	552.56			
80068294	JOHN YEN	648.00			
80068295	ALSCO DIVISION OF ALSCO INC				221.90
80068296	NORTHWEST INDUSTRIAL SERVICE				60.00
80068297	ARAMARK UNIFORM SERVICES	12.04			
80068298	AVISTA UTILITIES	39.48			
80068299	PATRICIA BARTELL				1,252.50
80068300	BERGKAMP INC	265.28			
80068301	BRIDGESTONE AMERICAS INC	7,926.95			
80068302	BUCK'S TIRE & AUTOMOTIVE	87.07			
80068303	CATHOLIC CHARITIES				

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80068304	CINTAS CORPORATION NO 3	822.41		
80068305	CITY SERVICE VALCON LLC	37,202.94		6,767.66
80068306	COFFMAN ENGINEERS INC	1,241.50		3,684.08
80068307	COMCAST			5,520.72
80068308	CONNELL OIL INC	682.52		
80068309	STEVE CONNER			10,011.40
80068310	CONTINENTAL DOOR COMPANY LLC			189.18
80068311	CONTROL SOLUTIONS NW INC	411.96		
80068312	CREEK AT QUALCHAN GOLF COURS			6,026.24
80068313	CUMMINS NORTHWEST LLC	6,569.92		
80068314	CHARLES R DELGADO	438.75		

80068315	DIVINES TOWING/DIV OF	103.46		
80068316	EDGE CONSTRUCTION SUPPLY	1,643.69		
80068317	EQUIAN LLC	8,298.21		
80068318	LUKE ESSER	2,500.00		
80068319	EVERGREEN STATE TOWING LLC	827.64		
80068320	FIKES NORTHWEST INC/DIV OF	43.37		33.92
80068321	GARCO CONSTRUCTION INC			2,202,230.12
80068322	GORDON TRUCK CENTERS INC DBA	6,198.17		
80068323	GRAINGER INC	219.54		
80068324	MCCOLLUM FORD SALES INC	50.62		
80068325	HELENA AGRI-ENTERPRISES			2,722.50
80068326	HORIZON DISTRIBUTION INC			1,892.33
80068327	CPM DEVELOPMENT CORP DBA	665,904.25		
80068328	INNOVYZE INC	11,674.08		
80068329	INSTANT SIGN FACTORY	6,098.40		
80068330	JENNY TUPPER MOOMAW	203.13		
80068331	JRM ENTERPRISES INC	1,961.50		
80068332	KENWORTH SALES COMPANY	1,699.79		
80068333	KERSHAWS INC	1,365.93		7,367.67
80068334	KPFF CONSULTING ENGINEERS	2,499.71		
80068335	L N CURTIS & SONS	688.31		
80068336	LOOMIS ARMORED US INC			1,717.55
80068337	MIDWEST MOTOR SUPPLY CO	33.67		
80068338	MOTION AUTO SUPPLY	710.26		
80068339	NAPA AUTO PARTS	78.32		
80068340	LAKEYLAND INC DBA	4,935.13		
80068341	NOVUS AUTO GLASS	584.75		
80068342	MARK HENDERSON	609.83		
80068343	OXARC INC			4,311.07
80068344	PACWEST MACHINERY LLC	473.12		
80068345	PRO MECHANICAL SERVICES INC	200.65		
80068346	PROVIDENCE HEALTH CARE			
80068347	PROVOST PROFESSIONAL	156.69		
80068348	RELATIONAL RIDING ACADEMY			3,140.00
80068349	SAFETY KLEEN CORPORATION			155.45
80068350	SANDBAGGERS CLUB LLC			4,172.88
80068351	SCHOOLYARD BILLY LLC	12,000.00		
80068352	SHI CORP	24,277.86		
80068353	SOIL TECHNOLOGIES CORP			614.15
80068354	SOLID WASTE SYSTEMS INC	1,646.38		
80068355	SPECIAL ASPHALT PRODUCTS	152.46		
80068356	SPOKANE AREA WORKFORCE			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80068357	SPOKANE COUNTY AUDITOR	1,151.50		
80068358	SPOKANE COUNTY TREASURER	711.19		
80068359	SPOKANE HOUSE OF HOSE INC	128.01		
80068360	STANLEY CONVERGENT SECURITY			97.63
80068361	BRAD L WHITE	2,312.54		
80068362	T & T GOLF MANAGEMENT INC			12,501.90
80068363	LARRY TANGEN	1,033.50		

80068364	THOMSON WEST	173.15			
80068365	TITAN TRUCK EQUIPMENT	481.25			
80068366	TRINDERA ENGINEERING	260.00			
80068367	UNITED TECHNOLOGY CORP	4,393.69			
80068368	LEONARD J VANDERBOSCH MD	350.00			
80068369	VERIZON WIRELESS	156.12			
80068370	VICTOR J GIAMPIETRI II	500.00			
80068371	WENDLE FORD NISSAN ISUZU	2,159.15			
80068372	DOBBS HEAVY DUTY HOLDINGS LL	3,440.12			
80068373	WESTERN STATES EQUIPMENT CO	14,633.32			
80068374	WILBUR ELLIS COMPANY				7,353.04
80068375	WILDROSE LTD dba	13.07			1,240.97
80068376	WINGFOOT COMMERCIAL TIRE	7,266.55			
80068377	SHAMROCK AUTOMOTIVE	79.23			
80068378	AFLAC/AMERICAN FAMILY LIFE	34,490.94			
80068379	ALS LABORATORY GROUP	4,192.73			
80068380	ARAMARK UNIFORM SERVICES	48.57			
80068381	AVISTA UTILITIES	210.95	19,159.24		
80068382	BAKER & TAYLOR BOOKS		6,961.48		
80068383	BUDINGER & ASSOCIATES INC	37,287.11			
80068384	CENGAGE LEARNING INC		191.05		
80068385	CHEMSEARCH FE DIVISION		284.62		
80068386	CINTAS CORPORATION NO 3		38.12		
80068387	CITY SERVICE VALCON LLC	1,031.37			
80068388	COMCAST	108.36			
80068389	CONTROL FREEK INC	3,100.00			
80068390	COWLES PUBLISHING COMPANY	907.38			
80068391	CW NIELSEN MFG CORP	1,381.29			
80068392	DELL MARKETING LP	19,375.83	2,781.70		
80068393	DIGNITARY PROTECTION TEAM FU	110.00			
80068394	ENDRESS+HAUSER INC	5,070.44			
80068395	ESO SOLUTIONS INC	76,110.22			
80068396	EVERGREEN STATE TOWING LLC	6,534.00			
80068397	FASTENAL CO	2,746.77			
80068398	FEDERAL EXPRESS CORP/DBA FED	324.36			
80068399	FRANKLIN PARK VISION	150.00			
80068400	GALLS LLC	405.75			
80068401	GROUNDWATER SOLUTIONS INC	6,224.02			
80068402	KAISER FOUNDATION HEALTH PLA	575,942.16			
80068403	CORE & MAIN LP	6,043.95			
80068404	HASKINS STEEL CO INC	2,375.83			
80068405	HRA VEBA TRUST	500.00			
80068406	INFO-TECH RESEARCH GROUP INC	26,893.08			
80068407	INGRAM LIBRARY SERVICES LLC		290.77		
80068408	INLAND ENVIRONMENTAL RESOURC	5,821.79			
80068409	INTERSTATE RESTORATION LLC	4,645.59			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80068410	INTOXIMETERS	983.91		
80068411	KEMIRA WATER SOLUTIONS INC	10,806.54		
80068412	KOFF & ASSOCIATES	20,880.00		

80068413	L N CURTIS & SONS	542.69		
80068414	MATTHEW BENDER & CO INC		288.69	
80068415	LOCUTION SYSTEMS INC	15,870.54		
80068416	LAURI WEINMANN	3,126.00		
80068417	MARSHALL TESTING PRODUCTS LL	587.09		
80068418	MATERIALS TESTING & INSPECTI	1,644.79		
80068419	MIDWEST TAPE		183.47	
80068420	MOTION INDUSTRIES INC	2,888.49		
80068421	OVERDRIVE INC		3,902.01	
80068422	PHENOVA INC	336.00		
80068423	PREMERA BLUE CROSS	63,413.64		
80068424	PROFESSIONAL CRANE INSPECTIO	1,436.44		
80068425	PROFESSIONAL ACCOUNT	6,777.45		
80068426	RECORDED BOOKS INC		45.30	
80068427	REHN & ASSOCIATES	26,817.84		
80068428	SHAMROCK MANUFACTURING INC	37,805.55		
80068429	SHI CORP	967.73		
80068430	SPOKANE POLICE K-9 MEMBERSHI	75.00		
80068431	SPOKANE COUNTY TREASURER	50,181.51		
80068432	SPOKANE EMERGENCY PHYSICIANS	7,428.83		
80068433	SPOKANE FIRE FIGHTERS BENEFI	16,000.00		
80068434	STELLAR INDUSTRIAL SUPPLY IN	203.73		
80068435	STUART CONSULTING GROUP INC	1,600.00		
80068436	SUMMIT LAW GROUP PLLC	2,517.00		
80068437	SPOKANE POLICE SWAT TEAM	410.00		
80068438	SPOKANE POLICE TACTICAL TEAM	240.00		
80068439	TESTAMERICA LABORATORIES INC	838.50		
80068440	THOMSON WEST	4,623.22		
80068441	THYSSENKRUPP ELEVATOR CORP	139.03		
80068442	TOBY'S BODY & FENDER INC	6,078.27		
80068443	TRINDERA ENGINEERING	382.50		
80068444	UNITED WAY	814.00		
80068445	US BANK TRUST NA	745,762.16		
80068446	VIP PRODUCTION NORTHWEST INC			6,082.07
80068447	WA STATE DEPT/TRANSPORTATION	1,997.32		
80068448	WA STATE DEPT OF ECOLOGY	2,683.00		
80068449	WASHINGTON DENTAL SERVICE OR	76,657.46		
80068450	WHITNEY EQUIPMENT COMPANY IN	722.95		
80068451	WITHERSPOON BRAJCICH	1,260.40		
80068452	CHRISTOPHER BENESCH	1,539.00		
80068453	NICHOLAS BRIGGS	3,078.00		
80068454	LARRY B HUGHES		31.32	
80068455	JAMILA M LEONE		10.81	
80068456	KELSEY WALKER	1,539.00		
80068457	JAMES H TIEKEN	115.00		
		22,468,451.04	200,353.59	4,590,678.13
	CITYWIDE TOTAL:			27,501,973.12

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/28/2019
		Clerk's File #	CPR 2019-0003
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	MICHELLE HUGHES 6320	Project #	
Contact E-Mail	MHUGHES@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: August 24, 2019. Payroll check #554489 through check #554692 $7,171,805.02

Summary (Background)

N/A

Fiscal Impact	Grant related? NO / Public Works? NO	Budget Account
Expense	$ 7,171,805.02	# N/A
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	HUGHES, MICHELLE	**Study Session**	
Division Director	HUGHES, MICHELLE	**Other**	
Finance	HUGHES, MICHELLE	Distribution List	
Legal	DALTON, PAT		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

PAYROLL RECAP BY FUND
PAY PERIOD ENDING AUGUST 24, 2019

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	8,482.88
0230	CIVIL SERVICE	29,797.60
0260	CITY CLERK	16,419.19
0320	COUNCIL	35,096.35
0330	PUBLIC AFFAIRS / COMMUNICATIONS	24,342.70
0370	ENGINEERING SERVICES	217,773.13
0410	FINANCE	12,673.87
0430	GRANTS MNGMT & FINANCIAL ASSIST	10,944.80
0450	CD/HS DIVISION	5,352.00
0470	HISTORIC PRESERVATION	6,003.20
0500	LEGAL	122,235.71
0520	MAYOR	28,118.73
0550	NEIGHBORHOOD SERVICES	9,259.20
05601	MUNICIPAL COURT	113,302.18
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,202.40
0620	HUMAN RESOURCES	30,692.00
0650	PLANNING SERVICES	42,766.00
0680	POLICE	1,495,477.73
0690	PROBATION SERVICES	34,484.82
0700	PUBLIC DEFENDERS	79,262.97
0750	ECONOMIC DEVELOPMENT	3,287.20
0860	TREASURER	19,517.60
	TOTAL GENERAL FUND	2,351,492.26

FUND	FUND NAME	TOTAL
1100	STREET	259,417.43
1200	CODE ENFORCEMENT	46,938.80
1300	LIBRARY	190,601.67
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	471,193.13
1460	PARKING METER	38,042.89
1510	LAW ENFORCEMENT INFO SYSTEM FUND	3,956.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	26,484.80
1630	COMBINED COMMUNICATIONS CENTER	19,681.40
1680	CD/HS	54,290.98
1970	EMS FUND	1,419,106.98
4100	WATER	432,165.76
4250	INTEGRATED CAPITAL FUND	48,261.37
4300	SEWER	508,985.79
4480	REFUSE	278,049.18
4490	SOLID WASTE	265,161.87
4530	LANDFILLS	3,095.20
4600	GOLF	49,269.66
4700	GENERAL SERVICES FUND	139,416.32
5100	FLEET SERVICE	83,082.53
5200	PUBLIC WORKS & UTILITY FUND	46,225.07
5300	MIS	163,850.00
5400	REPROGRAPHICS	8,675.20
5500	PURCHASING	17,232.44
5600	ACCOUNTING SERVICES	101,668.72
5700	MY SPOKANE	28,103.09
5750	PROJECT MANAGEMENT OFFICE	19,734.41
5810	WORKER'S COMPENSATION	17,753.60
5830	SELF-FUNDED MEDICAL/DENTAL	11,528.00
5900	ASSET MANAGEMENT	25,452.44
6060	CITY RETIREMENT	10,700.00
6750	REGIONAL PLAN	32,188.03
	TOTAL	7,171,805.02

MINUTES OF SPOKANE CITY COUNCIL

Monday, August 19, 2019

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, Council Members Beggs, Burke, Fagan, Kinnear, and Stratton were present. Council Member Mumm entered the meeting at 3:31 p.m.

City Attorney Mike Ormsby, City Council 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 August 26, 2019, Advance Agenda items.

Action to Approve August 26, 2019, Advance Agenda

Following staff reports and Council inquiry and discussion regarding the August 26, 2019, 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 Beggs, **to approve** the Advance Agenda for Monday, August 26, 2019; **carried unanimously.**

ADMINISTRATIVE SESSION

Current Agenda Review

The City Council reviewed changes to the August 19, 2019, Current Agenda items.

Suspension of Council Rules

Motion by Council Member Fagan, seconded by Council Member Mumm, **to suspend** the Council Rules; **carried unanimously.**

Contract with Willis of Seattle (OPR 2019-0643)

Motion by Council Member Fagan, seconded by Council Member Mumm, **to add** OPR 2019-0643 (Contract with Willis of Seattle for property, casualty and cyber insurance for various departments within the City) to today's (August 19) Consent Agenda; **carried unanimously.**

Letter of Intent to Negotiate Purchase and Sale Agreement (Gonzaga Haven Project) (OPR 2019-0619)

Motion by Council Member Fagan, seconded by Council Member Mumm, **to add** substitute letter (Letter of intent to negotiate purchase and sale agreement for five parcels of city-owned property in the Logan Neighborhood) to today's (August 19) Legislative Agenda; **carried unanimously.**

Reaffirmation of Council Vote on Resolution 2019-0067

Motion by Council Member Fagan, seconded by Council Member Mumm, **to add** Resolution 2019-0067 for reaffirming the vote on today's (August 19) Consent Agenda; **carried unanimously.**

CONSENT AGENDA

Upon motion by Council Member Fagan, and seconded by Council Member Mumm, the City Council unanimously approved Staff Recommendations for the following items:

Special Counsel Contract Amendment with Craig Trueblood and K & L Gates (Seattle, WA) for to provide legal advice and counsel regarding environmental matters for the Wastewater Management Department—$50,000. Total Contract Amount: $103,100. (OPR 2018-0252)

Contract with Black & Veatch Corporation (Overland Park, KS) to assist the Water and Hydroelectric Services Department with development and implementation of water loss reduction strategies —$74,500 (incl. tax). (OPR 2019-0614)

Low Bid of Cameron-Reilly, LLC (Spokane, WA) for Maple Street Gateway-4th Avenue Living Wall—$366,594 (plus tax). An administrative reserve of $36,659.40, which is 10% of the contract price, will be set aside. (Riverside Neighborhood) (OPR 2019-0615 / ENG 2018161)

Multiple Family Housing Property Tax Exemption Agreement with Centennial Homes, LLC for nine new multi-family housing units located at 465 N. Nettleton, Parcel Number 25133.3409. (OPR 2019-0616)

Multiple Family Housing Property Tax Exemption Agreement with Dan Garabedian for six new multi-family housing units on a lot that already contains a separate, occupied apartment building located at 3018 E. Everett, Parcel Number 36343.1103. Tax exemption will only apply to new units. (OPR 2019-0617)

Contract Amendment with Evergreen State Towing, LLC (Spokane, WA) for the amount of an additional $101,000 (additional $50,500 each year) to the current $99,000 contract for removal and disposal of abandoned recreational vehicles for the Police Department. Total two-year

contract amount not to exceed $200,000 ($100,000 per year). Contract expires December 31, 2020. (OPR 2019-0203)

Agreement with Spokane County Sheriff's Office to accept funding for the Edward Byrne Memorial Justice Assistant Grant Program 2018-DJ-BX-0193 award from October 1, 2017, through September 20, 2021. Grant award─139,093, with Spokane Police Department's share of the funding─$62,591.85. (OPR 2019-0618)

Report of the Mayor of pending:

a. Claims and payments of previously approved obligations, including those of Parks and Library, through August 9, 2019, total $4,330,780.63, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $3,788,571.85. ACH Payment Nos (Check Nos. 563227-563368) (CPR 2019-0002)

b. Payroll claims of previously approved obligations through August 10, 2019: $7,463,751.06. (Check Nos. 554266-554487) (CPR 2019-0003)

Contract with Willis of Seattle for property, casualty, and cyber insurance for various departments within the City of Spokane for the period of September 1, 2019, through August 31, 2020—$1,936,340.

Reaffirmation of Council Vote on Resolution 2019-0067 (taken separately)
Upon Unanimous Voice Vote (in the affirmative), the City Council **reaffirmed** its (August 12, 2019) vote on Resolution 2019-0067 approving a development agreement between the City and Spokane Riverside Partners, LLC relating to certain public infrastructure costs. (Note: This action was taken to clarify the record as the incorrect resolution appeared in the City Council's August 12, 2019, agenda packet material.)

Council Recess/Executive Session
The City Council adjourned at 3:50 p.m. The City Council reconvened at 6:00 p.m. for the Legislative Session.

LEGISLATIVE SESSION

Pledge of Allegiance
The Pledge of Allegiance was led by Council President Stuckart.

There was no **Poetry at the Podium** presentation.

Roll Call
Council President Stuckart, Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Council Policy Advisor Brian McClatchey and City Clerk Terri Pfister were also present on the dais.

MAYORAL PROCLAMATION

August 23-25, 2019 *Gathering at the Falls Powwow*

Council Member Stratton read the proclamation and presented it to Shane Garcia. The Gathering at the Falls Powwow held each year in August honors our City's rich history by celebrating the sacred traditions of many Inland Northwest tribes who have gathered at the river for many generations to signify life, love, hope, and a sense of revitalization. The Gathering at the Falls Powwow is proudly organized by various groups and volunteers serving as a renewed tradition for people of all nations to gather and celebrate those gifts the river provides and to create and renew friendship. The 2019 Gathering at the Falls Powwow celebrates the 28th Year in Riverfront Park where it has shared its cultural heritage and history with citizens and visitors of our City by inviting all people from around the region to join the tribes in attendance.

FIVE-YEAR PIN PRESENTATION

Council President Stuckart presented Council Member Stratton with her five-year pin – five years on the City Council.

There was no **Administrative Report.**

There were no **Boards and Commission Appointments.**

COUNCIL COMMITTEE REPORTS

Finance, Administration & Sustainable Resources Committee

Council Member Mumm reported on the Finance, Administration, and Sustainable Resources Committee meeting held earlier today (August 19, 2019). Minutes of the Finance, Administration, and Sustainable Resources Committee meetings are filed with the City Clerk's Office and are available for review following approval by the Finance, Administration, and Sustainable Resources Committee.

OPEN FORUM

Aaron Miller inquired why public improvement money couldn't be split into different sectors such as the Spokane Resource Center. He stated he is hoping that money will be spent towards those that are the most in need in our society and community and feels there is a need for a drug rehabilitation center in Spokane.

George McGrath remarked on a meeting held at the South Hill Library on South Perry Street where there were three police cars. He also remarked on Representative Matt Shea.

Tom Sanderson remarked on a proposed shelter to be located at the corner of Sprague and Havana.

Alexander E remarked that his current landlord is evicting him at the end of the month without reason and commented on housing discrimination.

Nicolette Ogletree referred to George McGrath's comments and indicated the reason why there were police officers at the meeting at the library was because some of the groups attending that meeting were parts of groups of people who had made death threats against members of our LGTBQ community and she stated she was proud of the police for being there. She also remarked on Matt Shea.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINACES

Special Budget Ordinance C35804

Subsequent to an overview of Special Budget Ordinance C35804 by Council President Stuckart, public testimony from one individual, and Council commentary, the following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **passed Special Budget Ordinance C35804** amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:
>
> Property Acquisition Fund

FROM: Loan Proceeds, $2,500,000;
TO: Capital Expenditures, same amount.

(This action re-establishes budget authority for Parks to spend $2.5 million of their authorized SIP loan amount to upgrade four City Golf course irrigation systems and other on-course and off-course improvements.)

Special Budget Ordinance C35805

Subsequent to an overview of Special Budget Ordinance C35805 by Council President Stuckart, public testimony from one individual, and Council commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Special Budget Ordinance C35805** amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund
FROM: City Council—Other Miscellaneous Charges, $1,000;
TO: Library Fund, same amount.

and

Library Fund
FROM: Library General Fund, $1,000;
TO: Library Books, same amount.

(This action is needed to support the purchase of books for a newly purchased 24/7 library kiosk in order to increase literacy be eliminating check out barriers.)

There were no **Emergency Ordinances.**

RESOLUTIONS

For reaffirmation vote on Resolution 2019-0067, see section of minutes under 3:30 p.m. Briefing Session.

There were no **Final Reading Ordinances.**

FIRST READING ORDINANCES
First Reading Ordinance C35806
The following ordinance was read for the first time with further action deferred:

ORD C35806 Relating to the Northeast Public Development Authority adopting a new section 7.14.020 to Chapter 7.14 of the Spokane Municipal code.

SPECIAL CONSIDERATIONS

Letter of Intent (OPR 2019-0619)
Council President Stuckart requested a motion, on the first bullet point in the letter of intent, to take out "by September 1, 2019." The following action was taken:

> **Motion** by Council Member Fagan, seconded by Council Member Mumm, **to remove** "by September 1, 2019," from the first bullet point in the letter of intent; **carried unanimously.**

Subsequent to an opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

> **Upon Unanimous Vote (in the affirmative),** the City Council **approved l**etter of intent to negotiate purchase and sale agreement for five parcels (2809, 2811, 2817 and 2821 N. Nevada Street and 920 E. Wolverton Court) of city-owned property in the Logan Neighborhood (Gonzaga Haven project).

SECOND OPEN FORUM

Cherrie Barnett presented remarks in support of Matt Shea and stated he is not the hate monger that he is put out to be.

ADJOURNMENT

There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 6:27 p.m.

Minutes prepared and submitted for publication in the August 28, 2019, issue of the *Official Gazette*.

_____
Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on _____, 2019.

_____
Ben Stuckart
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, August 22, 2019

A regularly scheduled study session meeting of the Spokane City Council was held on the above date at 3:28 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart, Council Members Fagan and Kinnear were present. Council Members Beggs, Burke, Mumm, and Stratton were absent.

The following topics were discussed:

- 2020 Capital Improvement Plan Overview
- Autonomous Vehicle Grant Opportunity

The meeting was open to the public.

The meeting adjourned at 3:44 p.m.

Minutes prepared and submitted for publication in the September 4, 2019, issue of the Official Gazette:

_____
Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2019.

_____
Ben Stuckart
City Council President

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/26/2019
		Clerk's File #	RES 2019-0069
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	OPR 2019-0700
Contact Name/Phone	TAMI 625-6157	Project #	
Contact E-Mail	TPALMQUIST@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700 - APPROVING DEV. AGREEMENT BETWEEN CITY & GREENSTONE - 29/SE		

Agenda Wording

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY of Spokane and Greenstone Corporation for payment for Public Improvements made during development of the area of 29th Avenue & Southeast Blvd.

Summary (Background)

The City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow construction of 236 residential units and 38,000 square feet of office, retail, and other commercial uses on approximately 24.59 acres of land, as set forth in the Findings, Conclusions, and Decision dated January 15, 2019, File No. Z18-598PPUD.

Fiscal Impact		Grant related? NO Public Works? NO	Budget Account
Expense	$ $200,000		# 1380 24106 95100 56501 21010
Select	$		#
Select	$		#
Select	$		#

Approvals		Council Notifications	
Dept Head	WEST, JACQUE	**Study Session**	
Division Director	CORTRIGHT, CARLY	**Other**	Urban Experience
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	tpalmquist@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kbecker@spokanecity.org	
Additional Approvals		ccortright@spokanecity.org	
Purchasing		sbishop@spokanecity.org	
		dnorman@spokanecity.org	
		nzollinger@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Following an appeal of the Preliminary Approval to the Spokane City Council, the City Council approved certain modifications of the Preliminary Approval, as set forth in the Modification of the Hearing Examiner's Findings of Fact, Conclusions of Law and Decision, dated May 20, 2019.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
Urban Experience Committee

Division & Department:	DSC, Business & Development
Subject:	Garden District PUD Development Agreement
Date:	August 12, 2019
Author (email & phone):	Tami Palmquist, Planner, 625-6157, tpalmquist@spokanecity.org
City Council Sponsor:	Council President Stuckart
Executive Sponsor:	Follow up to Resolution
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	**X** Consent ☐ Discussion ☐ Strategic Initiative
Alignment:	Strategic Plan: Planning for Growth; Available Housing Comprehensive Plan: Housing Chapter
Strategic Initiative:	Urban Experience: Increase housing availability and diversity
Deadline:	Agreement should be in place prior to accepting Final PUD application
Outcome: (deliverables, delivery duties, milestones to meet)	Developer and the City acknowledge that construction of the Public Improvements and the right-of-way dedications will: (i) support development of the Project that will provide additional housing in Spokane, (ii) promote economic development as contemplated by RCW 35.21.703, (iii) encourage further private development to include increasing the fair market value of real property within the area, and (iv) is consistent with and carries out the purposes of RCW 36.70B.170.

Background/History: The City of Spokane Hearing Examiner granted preliminary approval of a plat and planned unit development (PUD) in order to allow construction of 236 residential units and 38,000 square feet of office, retail, and other commercial uses on approximately 24.59 acres of land, as set forth in the Findings, Conclusions, and Decision dated January 15, 2019, File No. Z18-598PPUD. Following an appeal of the Preliminary Approval to the Spokane City Council, the City Council approved certain modifications of the Preliminary Approval, as set forth in the Modification of the Hearing Examiner's Findings of Fact, Conclusions of Law and Decision, dated May 20, 2019. The modifications included Greenstone's commitment to complete certain improvements to Crestline Street between 34th and 37th, an area that is outside the boundaries of project. These improvements generally include narrowing Crestline Street between 34th and 37th to a 27-foot road section with a six foot planting strip and a six foot sidewalk on the west side of the street, and installation of a bump-out on Crestline Street at 34th as a traffic calming measure which will narrow the crossing to 24 feet. In return for Greenstone's commitment to complete these improvements to Crestline Street, the City has agreed to reimburse Greenstone for its costs in completing those improvements, not to exceed $200,000.00, out of funds dedicated in Resolution 2019-0013 for Spokane Public Schools: Hamblen Elementary – Install sidewalks on one side of Crestline – 34th – 37th, $200,000.

Executive Summary:

The Development Agreement includes the terms of public improvements that will be constructed in the public ROW:

- The Developer will narrow Crestline between 34th and 37th to a 27-foot road section with a six foot planting strip and a six foot sidewalk on the west side of the street
- The Developer will install a bump-out on Crestline at 34th as a traffic calming measure
- The Developer will repair private irrigation systems and fences effected by the Public Improvements, and trees in the right of way will be addressed in accordance with Spokane's Urban Forestry program, and extend private irrigation systems as appropriate to irrigate the planting strip.

- The City will reimburse Developer for its costs in completing these improvements to Crestline in an amount not to exceed $200,000.00.

Budget Impact:

Approved in current year budget? ☐ Yes **X** 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? ☐ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:

RESOLUTION NO. 2019-0069

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND GREENSTONE CORPORATION

A. Developer owns property located near the corner of Southeast Blvd and E 29th Avenue, in Spokane, Washington (the "Property"). A legal description of the Property is set forth in Exhibit A.

B. The City of Spokane Hearing Examiner Pro Tem granted preliminary approval of a plat and planned unit development (PUD) in order to allow construction of 236 residential units and 38,000 square feet of office, retail, and other commercial uses on approximately 24.59 acres of land, as set forth in the Findings, Conclusions, and Decision dated January 15, 2019, File No. Z18-598PPUD (the "**Project**" or "**Preliminary Approval**").

C. Following an appeal of the Preliminary Approval to the Spokane City Council, the City Council approved certain modifications of the Preliminary Approval, as set forth in the Modification of the Hearing Examiner's Findings of Fact, Conclusions of Law and Decision, dated May 20, 2019 ("**Modified Approval**").

D. Condition No. 8 of the Modified Approval requires the Developer to make certain improvements and dedications for the public benefit (the "**Public Improvements**"). The Public Improvements generally include narrowing Crestline Street between 34th and 37th to a 27-foot road section with a six foot planting strip and a six foot sidewalk on the west side of the street, and the installation of a bump-out on Crestline Street at 34th Avenue as a traffic calming measure, which will narrow the crossing to 24 feet. Developer will also dedicate right-of-way for future improvements to E 29th Avenue.

E. Developer and the City acknowledge that construction of the Public Improvements and the right-of-way dedications will: (i) support development of the Project that will provide additional housing in Spokane, (ii) promote economic development as contemplated by RCW 35.21.703, (iii) encourage further private development to include increasing the fair market value of real property within the area, and (iv) is consistent with and carries out the purposes of RCW 36.70B.170. The City has further determined that the Public Improvements are compatible and consistent with countywide planning policies, the City's Comprehensive Plan, development regulations adopted pursuant to Chapter 36.70A RCW, and Title 17 of the Spokane Municipal Code.

F. Pursuant to other provisions of state law, including Chapter 39.89 RCW relating to community revitalization financing, and RCW 82.02.050-.090 relating to certain development impact fees, Washington cities are authorized to participate in the cost of financing public improvements where the cities' participation will encourage private investment in the surrounding area and are further authorized, pursuant to

Chapter 36.70B RCW, to enter into development agreements that obligate a party to fund or provide infrastructure.

G. Development Agreements are specifically authorized by RCW 36.70B.170-.210 as a proper exercise of the City's police power.

H. Pursuant to RCW 36.70B.200, the City held a public hearing with respect to consideration and approval of this Development Agreement.

NOW, THEREFORE - - it is hereby resolved by the Spokane City Council;

1. The foregoing recitals and the contents of the attached Development Agreement are hereby adopted as the Council's findings in support of this Resolution.
2. The Development Agreement is hereby approved and the Mayor is hereby authorized to execute it on behalf of the City.

ADOPTED by the Spokane City Council this _____ day of _____, 20____.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Exhibit 1

Development Agreement

City Clerk's No. OPR 2019-0700

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and GREENSTONE CORPORATION, a Washington corporation, as "Developer", collectively referred to as the "Parties".

Recitals

A. Developer owns property located near the corner of Southeast Blvd and E 29th Avenue, in Spokane, Washington (the "Property"). A legal description of the Property is set forth in Exhibit A.

B. The City of Spokane Hearing Examiner Pro Tem granted preliminary approval of a plat and planned unit development (PUD) in order to allow construction of 236 residential units and 38,000 square feet of office, retail, and other commercial uses on approximately 24.59 acres of land, as set forth in the Findings, Conclusions, and Decision dated January 15, 2019, File No. Z18-598PPUD (the "**Project**" or "**Preliminary Approval**").

C. Following an appeal of the Preliminary Approval to the Spokane City Council, the City Council approved certain modifications of the Preliminary Approval, as set forth in the Modification of the Hearing Examiner's Findings of Fact, Conclusions of Law and Decision, dated May 20, 2019 ("**Modified Approval**").

D. Condition No. 8 of the Modified Approval requires the Developer to make certain improvements and dedications for the public benefit (the "**Public Improvements**"). The Public Improvements generally include narrowing Crestline Street between 34th and 37th to a 27-foot road section with a six foot planting strip and a six foot sidewalk on the west side of the street, and the installation of a bump-out on Crestline Street at 34th Avenue as a traffic calming measure, which will narrow the crossing to 24 feet. Developer will also dedicate right-of-way for future improvements to E 29th Avenue.

E. Developer and the City acknowledge that construction of the Public Improvements and the right-of-way dedications will: (i) support development of the Project that will provide additional housing in Spokane, (ii) promote economic development as contemplated by RCW 35.21.703, (iii) encourage further private development to include increasing the fair market value of real property within the area, and (iv) is consistent with and carries out the purposes of RCW 36.70B.170. The City has further determined that the Public Improvements are compatible and consistent with countywide planning policies, the City's Comprehensive Plan, development regulations adopted pursuant to Chapter 36.70A RCW, and Title 17 of the Spokane Municipal Code.

F. Pursuant to other provisions of state law, including Chapter 39.89 RCW relating to community revitalization financing, and RCW 82.02.050-.090 relating to certain development impact fees, Washington cities are authorized to participate in the cost of financing public improvements where the cities' participation will encourage private investment in the surrounding area and are further authorized, pursuant to Chapter 36.70B RCW, to enter into development agreements that obligate a party to fund or provide infrastructure.

G. Development Agreements are specifically authorized by RCW 36.70B.170-.210 as a proper exercise of the City's police power.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, and for other good and valuable consideration, including the significant public benefits that are anticipated as a result of Developer's construction of the Public Improvements, the parties agree:

1. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise required:

(a) "Applicable Rules" means those provisions set forth in the City of Spokane Comprehensive Plan and Title 17 of the Spokane Municipal Code. Applicable Rules shall not include any requirements set forth in any of the following: the Americans With Disabilities Act, Chapter 19.27 RCW – the State Building Code, and building, fire, plumbing or electrical codes explicitly adopted by the City, and fees (to include utility connection fees) associated with the development of land.

(b) "Subsequent Project Approvals" means all approvals required by law or City policy after approval of this Agreement to construct the Public Improvements including, but not limited to, clearing and grading permits, building permits and occupancy permits (as applicable), as defined by state law and local ordinance.

2. Construction of Public Improvements.

(a) Developer Covenants. Developer shall diligently perform and fully complete development and construction of the Public Improvements according to the Modified Approval and approved plans and permits, and in compliance with the Applicable Rules, and any Subsequent Project Approvals required to complete the Public Improvements. Subsequent Project Approvals shall be made pursuant to the Applicable Rules and this Agreement. Developer shall obtain all required permits prior to commencing construction of the Public Improvements. Except as expressly set forth herein, this Agreement shall not be construed as a waiver of any of the conditions of development or use of the Property set forth in the Preliminary or Modified Approval, nor shall this Agreement relieve Developer from Developer's obligations to comply with rules and regulations applicable to the Property and Developer's development of the Project, and to secure such authorizations and permits as may be imposed as a condition of any work being performed on the Property. Provided, further, the parties agree, as provided for in RCW

36.70B.170(4), that the City reserves the authority, regardless of the definition of Applicable Rules in this Agreement, to impose new or different regulations during the term of this Agreement to the extent required by a serious threat to the public health and safety.

(b) Public Benefits. As provided in the Modified Approval, Developer will make significant public dedications and investment in public infrastructure to include the Public Improvements, as well as utilities and other improvements, all of which will provide a public benefit to the City's residents and visitors.

(c) Reservations of Authority. Notwithstanding any other provision of this Agreement, the following shall apply to the development of the Public Improvements, provided however, that nothing in this Agreement shall diminish Developer's rights for vesting by submission of a complete building permit application pursuant to RCW 19.27.095.

(i) Procedural regulations which are not substantive relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(ii) Regulations governing construction standards and specifications as follows: the Washington State Building Code, Uniform Plumbing Code, National Electrical Code, and International Fire Code as may be amended except as they relate to standards modified by the City in the Approval.

(iii) Taxes, fees or assessments (including mitigation fees) which apply uniformly throughout the City or within a defined area of benefit which includes the Property.

3. Term. This Agreement shall commence on the date it is fully executed by the Developer and the City and shall be deemed terminated and of no further effect upon the earlier of (i) mutual agreement of the parties, or (ii) December 31, 2021.

4. Public Improvements. In addition to improvements within the boundary of the Project, the Project will include the following Public Improvements within the public right-of-way, which Developer hereby covenants and agrees to complete:

4.1 Developer shall narrow Crestline Street between 34th Avenue and 37th Avenue to a 27-foot road section with a six foot planting strip and a six foot sidewalk on the west side of the street. The east curb line shall be maintained and the street shall be narrowed on the west side of the right of way. All per City of Spokane standards and plans and specifications approved by the City.

4.2 Developer shall install a bumpout on Crestline Street at 34th Avenue as a traffic calming measure, which will narrow the Crestline crossing to 24 feet.

4.3 In connection with completing the Public Improvements to Crestline, the Developer will repair private irrigation systems and fences effected by the Public Improvements, and trees in the right of way will be addressed in accordance with Spokane's Urban Forestry program. The Developer will extend private irrigation systems as appropriate to irrigate the planting strip. The Developer shall also provide notice to homeowners two weeks prior to start of construction to remove any flowerbeds, gardens, landscaping, plantings or perennial shrubs that could be negatively impacted by construction of the Public Improvements, but Developer shall not be responsible to pay for removal or replacement of these items.

5. Construction of the Public Improvements. Developer shall cause the Public Improvements to be completed, in their entirety. The costs of the Public Improvements include but are not limited to costs of design, construction, permitting (which includes inspection and review fees from the City), insurance, bonds, professional fees (including attorney fees) and other reasonable costs incurred in the performance of this Agreement. The City shall not be responsible for design, construction, permitting and any other costs with respect to the Public Improvements in excess of the NTE Amount set forth in Section 6 below.

(a) Developer shall engage engineers or other professionals to design the Public Improvements in a manner consistent with the procedures and requirements set forth in Exhibit B.

(b) All subcontractors (or a general contractor in lieu of multiple subcontractors) awarded a contract for work performed on the Public Improvements shall be selected by Developer or by a project manager on Developer's behalf as provided in Exhibit B.

(c) As a condition of the City's liability for or payment of any amounts to Developer pursuant to this Agreement, payment for all labor in connection with the Public Improvements shall be on the basis of the State Prevailing Wage for each appropriate job classification. Developer shall pay or cause to be paid to all workers, laborers and mechanics employed to perform the construction of the Improvements not less than the prevailing rates of wages, as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic area. All payments for labor will be based on approved Affidavit of Wages Paid. Developer and any of its contractors/subcontractors involved in constructing the Public Improvements shall, as a condition of the City's payment to Developer of any amounts under this Agreement, comply with the following: Developer and all contractors and 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 and each voucher claim submitted by a contractor or subcontractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Upon completion of the Public Improvements, the contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

(d) In all contracts for the Public Improvements, Developer shall require contractors, or the general contractor and its subcontractors, to maintain all project information, records, and documents for a period of not less than six years from the date of Developer's final acceptance of the work, and the City shall have a right to direct audit of such information, records, and documents.

(e) Developer shall obtain payment and performance bonds to, respectively, guarantee payment of laborers, suppliers, materialmen, taxes and penalties and performance of the Public Improvements as generally set forth in RCW Chapter 39.08 (the "**Bonds**"). The Bonds shall be issued in an amount equal to the agreed amount to be paid for the Public Improvements and list the City of Spokane as obligee. In the event of a default (defined herein) by the Developer (including its contractor retained to construct the Improvements), Obligee may execute on the Bonds for the purpose of paying amounts due pursuant to RCW 39.08.010 and causing the Public Improvements to be completed using the bond proceeds and any other funds available to the City pursuant to this Agreement.

(f) Upon completion of the Public Improvements, Developer shall provide the City an accounting of the actual costs associated with the Public Improvements in a form determined by Developer consistent with its cost accounting practices and approved by the City as compatible with the requirements of the Washington State Auditor for audit purposes. The City shall within thirty (30) calendar days after receipt of the cost accounting, notify Developer in writing whether the City accepts, denies or requests modification of the accounting; providing, however, that in the event Developer does not receive a timely written response from the City within such time, then the actual costs associated with the Public Improvements shall be conclusively deemed accepted and approved. In the event the City refuses to accept any portion of the Public Improvements or denies or requests modification to the accounting, the City shall specify the basis for the decision and the City and Developer shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously. In the event that on the date designated for payment and reimbursement there is not resolved and if within ninety (90) calendar days of City receipt of notification there remain unresolved any issues relating to actual costs, then the City shall pay to Developer the actual costs requested by Developer for the Public Improvements less the amounts unresolved, which shall be placed in an interest bearing escrow set aside account designated by Developer. The amount in dispute shall then be submitted to binding arbitration, using the services and subject to the rules of the Judicial Arbitration and Mediation Service. If an arbitrator determines that Developer prevails in the accounting dispute, Developer shall be entitled to immediate disbursement of the escrow set aside and interest accrued therein, in the amount determined by the arbitrator. Notwithstanding the foregoing, in no case shall the City's payment obligation to the Developer exceed the NTE Amount.

6. City Payment to Developer. In consideration of the significant public benefits anticipated to result from Developer's construction of the Public Improvements, subject to the terms and conditions of this agreement, and following Developer's completion of the Public Improvements, the City shall pay Developer an amount not to exceed TWO HUNDRED THOUSAND DOLLARS ($200,000.00) (the "NTE Amount") out

of funds dedicated by the City in Resolution 2019-0013 towards the following: Spokane Public Schools: Hamblen Elementary – Install sidewalks on one side of Crestline – 34th – 37th, $200,000. The actual payment amount will be based upon the costs shown in Developer's accounting for the Public Improvements submitted to the City, but shall not exceed the NTE Amount. The City will make payments to Developer, within sixty (60) days after the receipt of Developer's accounting, subject to the City's approval of the completed Public Improvements as substantially in accord with City standards, and subject to compliance with the terms of this agreement. Without limiting any of the foregoing, Developer's accounting shall be subject to review by the City's Engineering Services Department for the purpose of confirming reasonable prices for materials, equipment rentals and labor.

7. Inspection of Cost Records. Developer and its contractors and subcontractors shall keep available for inspection by City representatives the cost records and accounts pertaining to this agreement.

8. Actual Material Costs. The City's payment for any/all materials or equipment rentals under this agreement shall be on the basis of the actual cost incurred by Developer, its contractors and subcontractors, without any mark up. All payments for materials will be based on approved quantities as verified by City inspectors, and receipt of actual and verified material payment by Developer, its contractors and subcontractors, as the case may be.

9. Indemnity & Hold Harmless. Developer shall indemnify, defend, and hold the City, its officers, agents, and employees harmless from all loss and liability for any claim by any person, or for any injury or property damage resulting from, or by reason of, this Agreement and/or the construction of the Public Improvements, unless caused directly or indirectly by any condition that preexisted this agreement, or the City's negligence or intentional misconduct.

To the extent necessary to enforce Developer's indemnification obligations hereunder, Developer hereby agrees to waive immunity under Title 51 RCW. This provision has been specifically negotiated.

_____ _____

Developer's Initials City's Initials

10. Insurance. At all times prior to City's approval of the completed Public Improvements, Developer shall cause to be maintained in force at Developer's own expense, each insurance noted below.

(a) Commercial general liability insurance with a combined single liability limit of not less than $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury and Property Damage. It shall include, at least, Independent Contractors, Products and

Completed Operations, Contractual Liability and Personal Injury Liability for the indemnity provided under this agreement. It shall provide that the City, its officers, employees, contractors, agents, and such other persons or entities as the City may designate are additional insureds, but only with respect to the construction of the Public Improvements.

(b) There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from Developer or its insurer(s) to the City.

(c) Developer shall require any contractor working on the Public Improvements pursuant to this agreement to carry and maintain, at no expense to City: (a) comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage, to afford protection, with respect to personal injury, death or property damage of not less than $1,000,000 per occurrence, combined single limit/$2,000,000 aggregate; (b) comprehensive automobile liability insurance with limits for each occurrence of not less than $1,000,000 with respect to personal injury or death and $500,000 with respect to property damage; and (c) Worker's Compensation or similar insurance in form and amounts required by law.

(d) All the insurance required under this agreement shall be written as primary policies, not contributing with and not supplemental to the coverage that City may carry.

(e) Developer shall furnish its insurance carriers with a copy of this agreement to insure proper coverage. As evidence of the insurance coverages required by this agreement, Developer shall furnish acceptable insurance certificates to the City at the time this agreement is executed. The certificates shall specify all of the parties who are additional insured, will include applicable policy endorsements, and will include the 30-day cancellation clause. If Developer fails to perform any of its obligations under this Section 10, the City may perform the same and may deduct such expenditures from its reimbursements to Developer under this agreement. The City makes no representations that the types or amounts of coverage required to be carried by Developer pursuant to this Section are adequate to protect Developer. If Developer believes that any of such insurance coverage is inadequate, Developer will obtain, at Developer's sole cost and expense, such additional insurance coverage as Developer deems appropriate.

11. Additional Terms.

(a) Waiver. No officer, employee, agent or otherwise of either party has the power, right or authority to waive any of the conditions or provisions of this agreement. No waiver of any breach of this agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this agreement or a law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this agreement or to require at any time performance by the other of any provision hereof, shall in no way

be construed to be a waiver of such provisions, nor in any way affect the validity of this agreement or any part hereof, or the right of the party entitled to performance to hereafter enforce each and every such provision. Either party's failure to insist upon the strict performance of any provision of this agreement or to exercise any right based upon breach hereof or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this agreement.

(b) Modification. No modification or amendment to this agreement shall be valid until the same is reduced to writing, in the form of an amendment, and executed with the same formalities as this present agreement.

(c) Assignment. Neither party may assign or transfer in whole or in part, its interest in this agreement without the express written consent of the other party.

(d) Compliance with Laws. The Parties hereto specifically agree to observe federal, state and local laws, ordinances and regulations, to the extent that they may have any bearing on either providing any money under the terms of this agreement or the services actually provided under the terms of this agreement. This agreement shall not be construed or interpreted as a waiver of any conditions or requirements applicable to the Project. The City reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

(e) 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 agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, 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.

(f) Anti-Kickback. No officer or employee of the Parties, 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 or to any person involved in this agreement.

(g) Notices. All notices called for or provided for in this agreement shall be in writing and must be served on any of the Parties either personally, by certified mail, or email (with written confirmation of successful transmission and the time and date thereof) to, either the respective parties or their attorneys at the addresses stated below. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

To the Developer:

Greenstone Corporation
Attn: Jim Frank
1421 N. Meadowwood Lane, #200
Liberty Lake, WA 99019
jfrank@greenstonehomes.com

To the City:

City of Spokane
Attn:
808 W. Spokane Falls Boulevard
Spokane, WA 99201

(h) Venue Stipulation. This agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement of this agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

(i) Headings. The article headings in this agreement have been inserted solely for purposes of convenience and ready reference. In no way do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

(j) All Writings Contained Herein. This agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the Parties hereto. The Parties have read and understand all of this agreement, and now state that no representation, promise, or agreement not expressed in this document has been made to induce the Parties to execute the same.

(k) Relationship of the Parties. The Parties intend that an independent contractor relationship will be created by this agreement. The City is interested only in the results that could be achieved and the conduct and control of all work and services provided by Developer will be solely with Developer. No agent, employee, servant or otherwise of Developer hereto shall be deemed to be an employee, agent, servant, or otherwise of the City for any purpose, and the employees of Developer are not entitled to any of the benefits that the City provides for City employees. Developer will solely and entirely be responsible for its acts and the acts of its agents, employees, servants, subcontractors, or otherwise, during the performance of this agreement. Nothing herein shall create a contractual relationship or privity between the City and any contractors engaged by Developer.

[*Signature Page Follows*]

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

_____
City Clerk

_____
Assistant City Attorney

Dated: _____

GREENSTONE CORPORATION

By: _____

Its: _____

Exhibit A

Legal Description of Property

Exhibit B

PROCUREMENT PROCESS SUMMARY

1. Selection of Engineering Team.

(a) Developer shall obtain engineering services from persons and firms through a written request that describes the general scope and nature of the Improvement. The request shall seek Statement of Qualifications/Proposals ("**Proposals**") for the engineering services. The Developer shall evaluate the Proposals submitted by firms, conduct discussions with one or more firms regarding the required services, and select the most highly qualified firm.

(b) Developer shall retain the selected firm to prepare design documents for the Improvements.

2. Construction Services.

Following completion of the design documents, the developer shall solicit bids from contractors/subcontractors to construct the Improvements. Contractors/subcontractors who submit the lowest responsible bids, based upon the reasonable discretion of the Developer, shall be selected for the work. The Developer may self-perform work provided the Developer provides the work at costs equal to or below bid amounts received from contractors/subcontractors.

3. Prevailing Wages and Retainage.

Prevailing wages shall be paid to laborers, and a 5% retainage shall be withheld from the NTE Amount according to state law.

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/16/2019
		Clerk's File #	RES 2019-0070
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN X6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700- VACATION OF A PORTION OF UNUSED AREAS SE OF CEDAR & CHENEY-		

Agenda Wording

Resolution setting hearing before the City Council for October 7, 2019 for the vacation of a portion of unused right-of-ways southeast of the intersection of Cedar Rd. and Cheney-Spokane Rd., as requested by Molly Kingston.

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	Budget Account
	Public Works? NO	
Neutral $		#
Select $		#
Select $		#
Select $		#

Approvals		Council Notifications	
Dept Head	WEST, JACQUE	**Study Session**	Urban Experience
Division Director	CORTRIGHT, CARLY	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	ebrown@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	edjohnson@spokanecity.org	
Additional Approvals		kbecker@spokanecity.org	
Purchasing		ccortright@spokanecity.org	
		dnorman@spokanecity.org	
		korlob@spokanecity.org	

R E S O L U T I O N 2019-0070

WHEREAS, on April 6, 2019, the Spokane City Council received a petition for the vacation of a portion of un-used right-of-ways south of the intersection of Cedar Rd and Cheney-Spokane, 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 un-used right-of-ways south of the intersection of Cedar Rd and Cheney-Spokane, 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 un-used right-of-ways south of the intersection of Cedar Rd and Cheney-Spokane, 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 **October 7, 2019**, 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 _____, 2019.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE
DEVELOPMENT SERVICES
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
August 14, 2019

LOCATION: Portions of unused RW SE of the intersection of Cedar and Cheney-Spokane.

PROPONENT: Holly Kingston

PURPOSE: To expand property lines and because her house currently sits partially in the RW.

HEARING: October 7, 2019

REPORTS:

AVISTA UTILITIES – I've reviewed the requested vacation and Avista has no concerns or further comment.

COMCAST – We have no objection to the vacation.

INLAND POWER & LIGHT – Inland Power & Light does not have any facilities within the proposed vacation area.

CENTURYLINK – CenturyLink has no objections to this City Vacation.

ZAYO – Thanks for the review – Zayo has no comment or objection to the vacation.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

FIRE DEPARTMENT – Fire does not support vacating this street. The right of way is about 35', so it could be used for fire access to the rear of the properties. There is also no water in S. Cedar Road.

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – No concern

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – Street Department has no concerns.

WASTEWATER MANAGEMENT – Wastewater Mgmt. has no assets in the area. We have no objections to the vacation provided on site runoff is maintained and treated 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. A previous version of a non-user statute (Laws of 1889, Chapter 19, Section 32, p. 603, adopted by the legislature in 1889) provided:

   Any county road, or part thereof, which has heretofore been or may hereafter be authorized, which remains unopened for public use for the space of five years after the order is made or authority granted for opening the same, shall be and the same is hereby vacated, and the authority for building the same barred by lapse of time.

   This statute was in place until amended in 1909 that it no longer applied to platted streets and alleys.

   These right-of-ways were dedicated in 1892 as part of the plat of Cascade Park Addition to Spokane, Washington, which the plat was located in the unincorporated Spokane County.

   To the best of the City's knowledge and understanding, these right-of-ways have never been improved as public streets and opened for public use between 1892 and 1897.

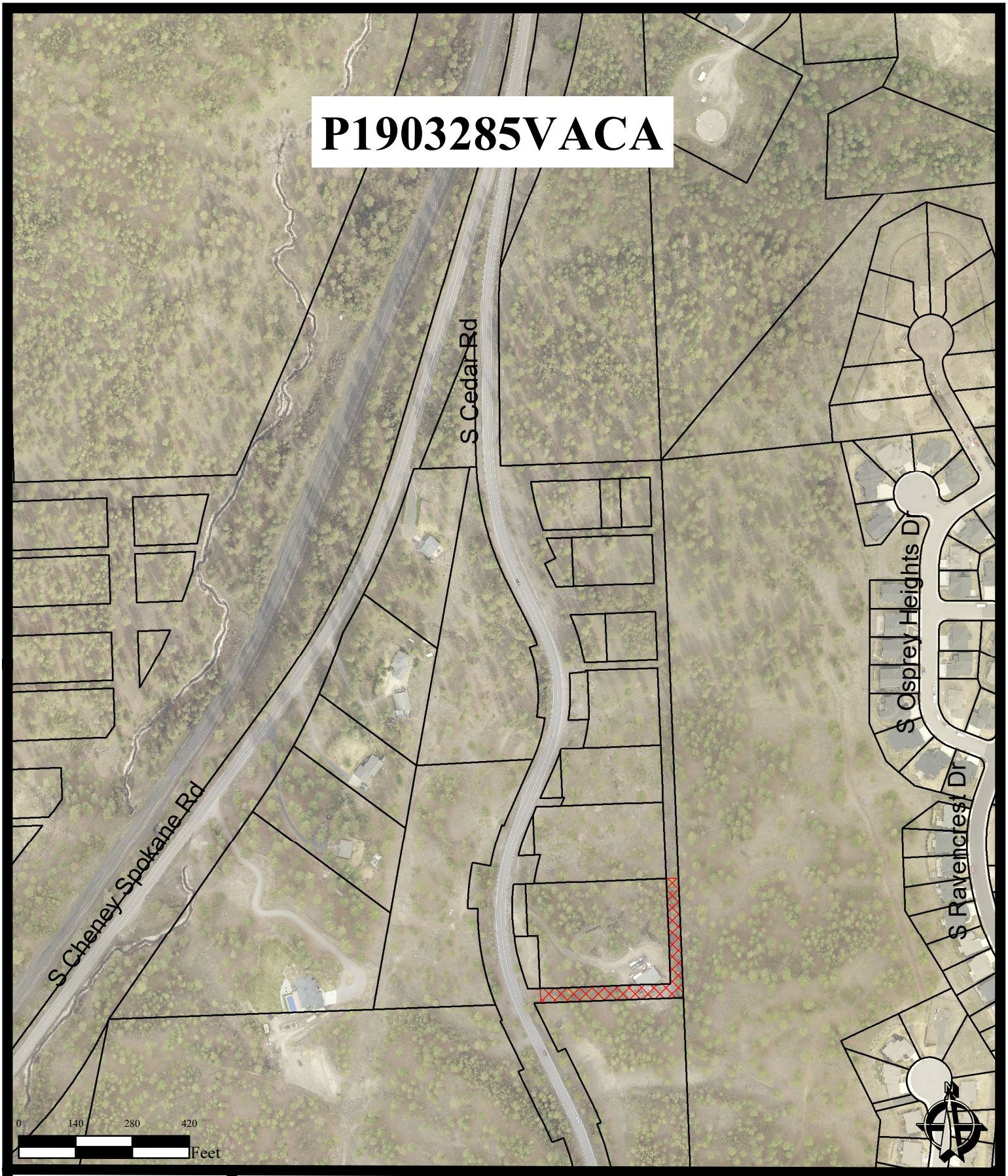
   These right-of-ways and the areas surrounding it were annexed into the City of Spokane in 1981.

   Based on this, the City Staff's recommendation is as follows:

   That no compensation, for the assessed value of the right-of-ways vacated, be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated these right-of-ways by operation of law many years ago.

Eldon Brown, P.E.
Principal Engineer – Planning & Development

P1903285VACA



CITY OF SPOKANE

Right-of-way Description:
Those portions of un-named right-of-ways as shown. (Full legal description will be included in vacation ordinance)

Legend

vacation

THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Geographic Information System

Printed by: edjohnson Print date: 6/5/2019

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/16/2019
		Clerk's File #	RES 2019-0071
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN X6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700- VACATION OF ALAMEDA CT EAST OF CENTER CT		

Agenda Wording

Resolution setting hearing before the City Council for October 7, 2019 for the vacation of Alameda Ct. east of Center Ct. except the west 100 feet, as requested by Community Frameworks.

Summary (Background)

A petition was submitted representing 68.75% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

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

Approvals		Council Notifications	
Dept Head	WEST, JACQUE	**Study Session**	Urban Experience
Division Director	CORTRIGHT, CARLY	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	ebrown@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	edjohnson@spokanecity.org	
Additional Approvals		kbecker@spokanecity.org	
Purchasing		ccortright@spokanecity.org	
		dnorman@spokanecity.org	
		korlob@spokanecity.org	

R E S O L U T I O N 2019-0071

WHEREAS, on May 28, 2019, the Spokane City Council received a petition for the vacation of Alameda Ct. east of Central Ct., Except the west 100 feet, 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 Alameda Ct. east of Central Ct., Except the west 100 feet, 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 Alameda Ct. east of Central Ct., Except the west 100 feet, 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 **October 7, 2019,** 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 _____, 2019.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE
DEVELOPMENT SERVICES
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
August 13, 2019

LOCATION: Alameda Ct. east of Center Ct. except the west 100'

PROPONENT: Community Frameworks

PURPOSE: To accommodate an affordable housing project

HEARING: October 7, 2019

REPORTS:

AVISTA UTILITIES – Avista does have electric facilities in the portion of the street to be vacated and therefore requests an easement to be reserved for those facilities.

COMCAST – We have no objections to the vacation as long as we can maintain an easement to allow for our existing aerial path.

ZAYO COMMUNICATIONS – Zayo has no objection and or comment to the vacation of Alameda Ct.

CENTURYLINK – CenturyLink has cable facilities in the right-of-way and would like to retain utility easement rights. These rights should provide for maintenance, construction and reconstruction as needed.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

INLAND POWER & LIGHT – Inland Power & Light has no facilities within the proposed vacation area.

FIRE DEPARTMENT - No comments

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – No issues

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – The Street Department has no objection to the vacation.

WASTEWATER MANAGEMENT - There is a sewer line in the proposed vacation area. I have attached a map showing the approximate location of that sewer line. Access to that line for our inspection and service trucks is already extremely limited. The line is also an older vitrified clay line. We discourage approving this vacation.

That said, in order to approve this vacation we would require at a minimum that the city retain a 30' no build easement centered on the line in the vacation area. Such an easement would need to provide 24/7 access for both our inspection and service trucks to all manholes and the main as well as construction equipment in the event we need to dig up the line for repair or replacement. Any damage to that line during construction in the area would need to be repaired at the expense of the new property owners.

As usual any on site runoff would need to be maintained and treated on site.

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 by Century Link, Avista Utilities, Comcast 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. Access must be maintained to the City of Spokane Sewer main that is in the alley. If vacated, access to maintain this sewer must be at least equivalent to the access prior to the vacation.

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

$26,349.79 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 1, 2020.

Eldon Brown, P.E.
Principal Engineer – Planning & Development

CITY OF SPOKANE

Right-of-way Description:
Alameda Court, east of Center Court, EXCEPT the west 100'

Legend

vacation

THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Geographic Information System

Printed by: edjohnson Print date: 7/15/2019

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/23/2019
		Clerk's File #	RES 2019-0072
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	4700- VACATION OF CATALDO AND PORTION OF DEAN		

Agenda Wording

Resolution setting hearing before the City Council for October 7, 2019 for the vacation of Cataldo Ave and a portion of Dean Ave between Washington and Howard, as requested by Spokane Public Facilities District

Summary (Background)

A petition was submitted representing 90% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition.

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

Approvals		Council Notifications	
Dept Head	WEST, JACQUE	**Study Session**	PIES 1/28/19
Division Director	CORTRIGHT, CARLY	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	RICHMAN, JAMES	ebrown@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	edjohnson@spokanecity.org	
Additional Approvals		kbecker@spokanecity.org	
Purchasing		ccortright@spokanecity.org	
		dnorman@spokanecity.org	
		korlob@spokanecity.org	

R E S O L U T I O N 2019-0072

WHEREAS, on February 11, 2019 the Spokane City Council received a petition for the vacation of Cataldo Avenue and a portion of Dean Avenue, between Washington Street and Howard Street, 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 the vacation of Cataldo Avenue and a portion of Dean Avenue, between Washington Street and Howard Street,, 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:

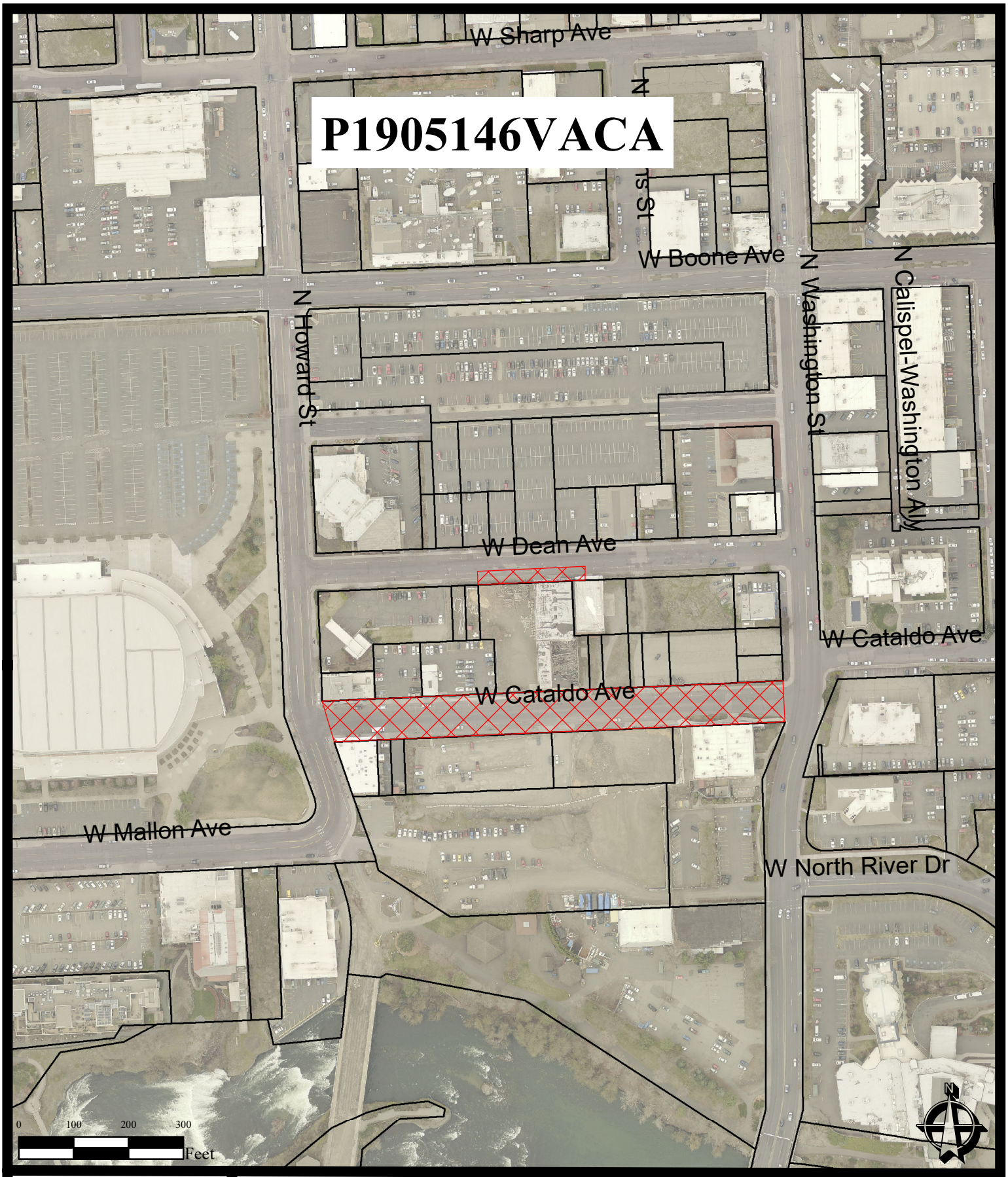
That hearing on the petition to vacate the vacation of Cataldo Avenue and a portion of Dean Avenue, between Washington Street and Howard Street,, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **October 7, 2019**, and the City Clerk 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 _____, 2019.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney



CITY OF SPOKANE

Right-of-way Description:
Cataldo Ave and a portion of Dean Ave between Howard & Washington

Legend

vacation

THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Geographic Information System

Printed by: edjohnson Print date: 8/23/2019

CITY OF SPOKANE
DEVELOPMENT SERVICES
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
8/23/2019

LOCATION: Portions of Cataldo Ave and Dean Ave between Washington and Howard

PROPONENT: Spokane Public Facilities District

PURPOSE: Sportsplex

HEARING: October 7, 2019

REPORTS:

AVISTA UTILITIES – Avista has overhead electric and natural gas facilities in the portion of Cataldo being vacated and gas facilities in the portion of Dean being vacated; requesting easements be reserved for those facilities.

Avista understands that the need for these easements may change as plans move ahead for the construction of the Sportsplex.

COMCAST – Comcast has reviewed the vacation request. Enclosed is our system map showing Coax/Fiber on the South side of Cataldo. Prior to any approval of this vacation. We would request a meeting to discuss options for the utilities that exist in this right-of-way.

CENTURYLINK – CenturyLink doesn't have any objections to the new vacation.

ZAYO COMMUNICATIONS – Zayo has no comment and or objection to the ROW vacation of W Cataldo as designated.

INLAND POWER & LIGHT – Inland Power & Light does not have any utility facilities in the proposed vacation areas.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

FIRE DEPARTMENT – There is a small stretch of 26' wide street to the north, but that meets our 20' minimum for apparatus access. My only suggestion would be that they provide "No Parking – Fire Lane" signage on both sides of the curb bumpout.

DRAFT

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – Erik,
Here are my comments on the Cataldo ROW vacation. I don't know if Condition #1 is needed since it may be July before this gets to Council.

Recommended Condition #1 - The vacation and any associated construction should be delayed until after the July 2019 Hoopfest event.
Support for Condition #1: Hoopfest is planning to use much of Dean Avenue for courts.

Recommended Condition #2 – A public route for bicycle, pedestrian and scooter use must be provided from the intersection of Howard/Cataldo to Washington/Cataldo, around the south side of the Sportsplex, connecting to the walkways on the west side of the building.

Support for Condition #2:

- Although the main entrance to the Sportsplex is oriented to Dean Avenue, many pedestrians will be walking to and from the Sportsplex from the southeast and southwest. They need a safe and direct route to the entrances, and also through the site if the Sportsplex is not their destination. Foot traffic, bicycle and scooter trips are also generated by the Spokane Arena, Riverfront Park, the Howard Street Promenade, the North Bank Playground, offices and restaurants in the Flour Mill, the Centennial Hotel via the controlled crosswalk at Washington/North River Drive, the Wonder Building, and the proposed restaurants and hotel in the Falls Towers.
- While the pathway through the park will work for some trips, it will feel less safe at night due to low lighting, more confined spaces and fewer people. A route around the Sportsplex designed with CPTED principles would be a more comfortable and safer alternative.
- Provision of a well-designed and safe bicycle and pedestrian route will minimize interference with the loading area on the west side of the building.
- The following Comprehensive Plan Policies support maintaining a public bicycle and pedestrian route between Howard/Cataldo and Washington/Cataldo, around the south side of the Sportsplex.

TR 2 Transportation Supporting Land Use

DRAFT

Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.

LU4.4 Connections
Form a well-connected network which provides safe, direct and convenient access for all users, including pedestrians, bicycles, and automobiles, through site design for new development and redevelopment.

LU4.5 Block Length
Create a network of streets that is generally laid out in a grid pattern that features more street intersections and shorter block lengths in order to increase street connectivity and access. The text goes on to say that "block lengths of approximately 250 to 350 feet on average are preferable, but should not exceed 600 feet in length (per Spokane Municipal Code).

- Cataldo is often used for non-motorized travel between Howard and Washington. The Strava map shows aggregated bicycle and pedestrian use over the past two years from users of their app. Cataldo is marked with an arrow.

Recommended Condition #3 – The PFD shall work with City staff to re-establish a street grid system if any of the surface parking lots are redeveloped. One option could be re-opening Boy Scout Way (formerly Gardner Avenue) to through traffic between Howard and Washington.

Support for Condition #3:

- Drivers on the north side of the river often use the Mallon-Howard-Cataldo-Washington route to circle back into downtown as it is less congested than the Monroe Street Bridge. Traffic counts collected by the City show that Cataldo carries 1700-2200 vehicles per day during the week and 1500 on weekend days with events. This is "collector arterial" level traffic. With the vacation of Cataldo this

traffic will be added to Dean Avenue, which carries approximately 500 vehicles per day, not counting additional traffic generated by the Sportsplex events or the three new mixed-use towers planned for the corner of Broadway/Lincoln. This traffic will add conflict with the proposed passenger loading zone on Dean Avenue and the pedestrian movements between the PFD parking lots and the Sportsplex.

- Removal of the street grid network is not supported by city development code. The applicable sections are below. Per SMC 17H.010.010 the Street Development Standards are applicable to street construction projects that "involve major redesign of the street itself".

  Chapter 17H.010 Street Development Standards, Section 17H.010.030 Street Layout Design

  M. A grid pattern featuring more street intersections and shorter block lengths should be implemented wherever possible.
  P. Block lengths should not exceed six hundred sixty feet.

  Chapter 17H.010 Street Development Standards, Section 17H.010.080 Dead-end and Cul-de-sac Streets

  A. New, permanent dead-end or cul-de-sac streets require the approval of the director of engineering services. Dead-end and cul-de-sac streets are only allowed when street connectivity is unachievable, such as property that is isolated by topography or the configuration of existing lots and streets.

- The following Comprehensive Plan Policies support establishing a better street grid around the Spokane Arena and Sportsplex sites.

  TR 2 Transportation Supporting Land Use
  Maintain an interconnected system of facilities that allows travel on multiple routes by multiple modes, balancing access, mobility and place-making functions with consideration and alignment with the existing and planned land use context of each corridor and major street segment.

  LU4.4 Connections
  Form a well-connected network which provides safe, direct and convenient access for all users, including pedestrians, bicycles, and automobiles, through site design for new development and redevelopment.

  LU4.5 Block Length
  Create a network of streets that is generally laid out in a grid pattern that features more street intersections and shorter block lengths in order to increase street connectivity and access. The text goes on to say that "Excessively long blocks and long local access residential streets result in fewer alternative routes for pedestrian and vehicle travel and generally result in increased vehicle speeds. Block lengths of approximately 250 to 350 feet on average are preferable, but should not exceed 600 feet in length (per Spokane Municipal Code).

DRAFT

PLANNING & DEVELOPMENT – PLANNING –

Good morning. We've reviewed the proposed vacations in comparison to the Comprehensive Plan, Downtown Plan, and related documents. We have the following comments:

Comprehensive Plan

Grid Pattern Streets-Land Use Policy LU 4.5 calls for a layout of grid streets in the City in order to provide for increased street connectivity and access. It goes on to say that block lengths should be between 250 to 350 feet long, and should not exceed 600 feet in length. Because the redevelopment of Riverfront Park has not incorporated an extension of North River Drive west of Washington Street, the loss of Cataldo Avenue would make the block 630 feet long on the east side. Furthermore, because Gardner Ave. is disconnected north of Dean Ave, the northern block is already more than 500 feet long.

Avoid Cul-de-Sacs-Transportation Policy TR 4.6 calls for well-connected internal transportation. The discussion goes on to call for avoiding cul-de-sacs and vacating streets. This proposal would result in two new cul-de-sacs in addition to a vacated street, both in apparent contravention of this policy.

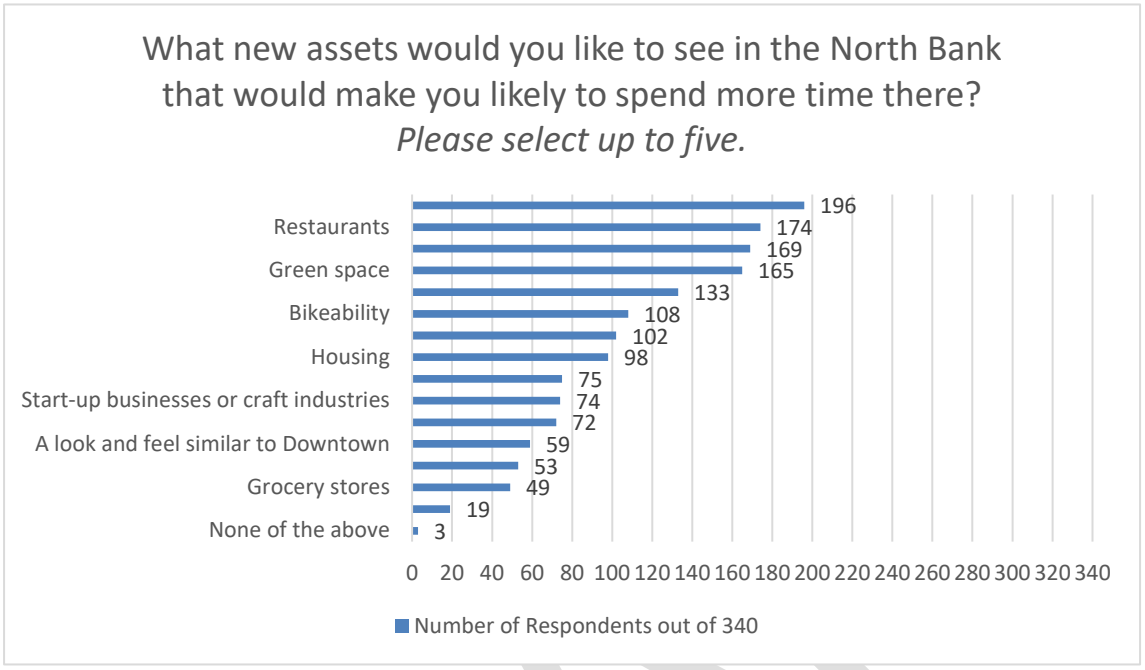
Downtown Plan (Update Process)

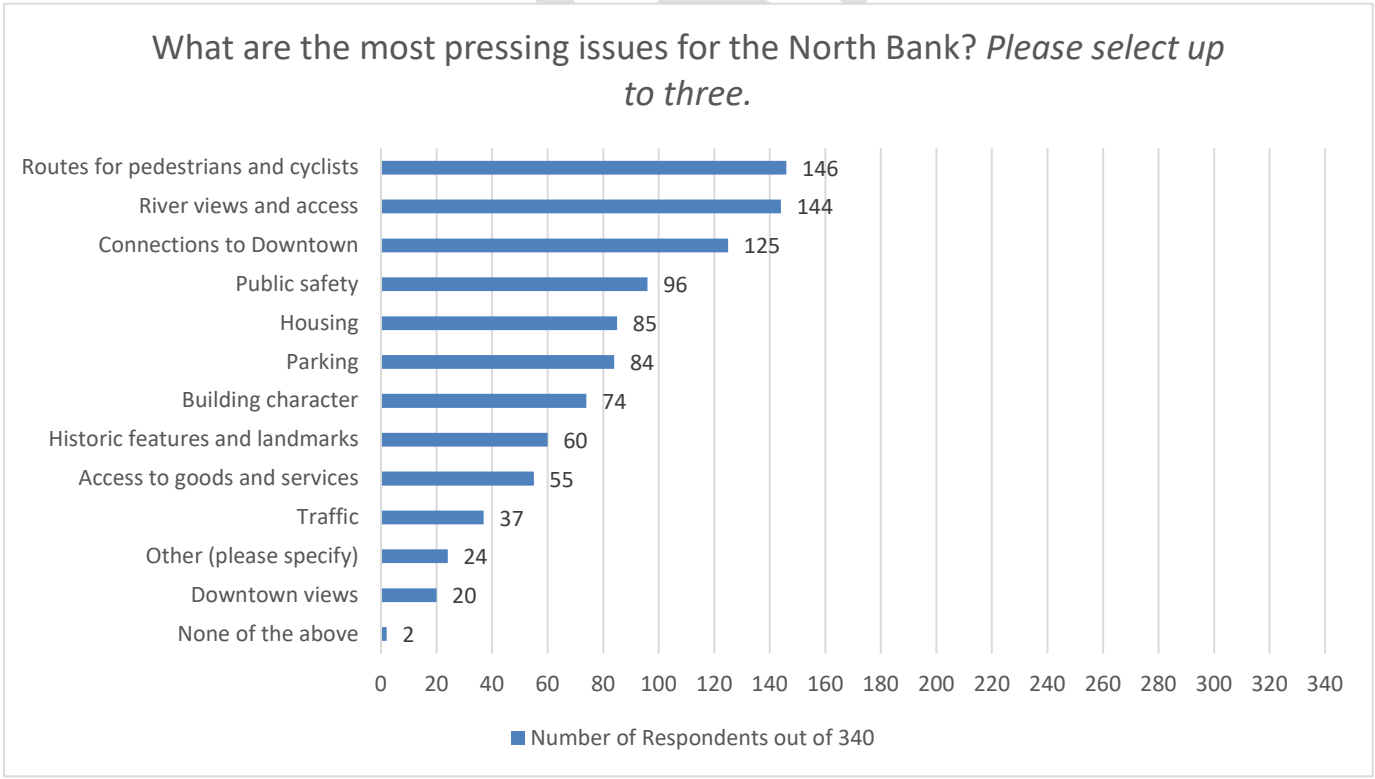
This last summer we held a short series of technical committee meetings to explore technical and operational issues downtown that could affect the Downtown Plan Update. During our discussion of the North Bank, including representatives of several major departments, local agencies such as STA and the Public Facilities District, many of the representatives expressed concern about the limited east-west connectivity in this part of the North Bank area. The proposed narrowing of Dean could result in incentive for eventual vacation of the full street, leaving no contiguous east-west routes through the North Bank between Boone Ave and the River.

DRAFT

Based on a community survey conducted by our office in regards to Spokane's North Bank, Spokane's residents overwhelmingly wish to see better connections

through this area. Questions 5 and 6 of the survey (noted in the graphs below) show that multimodal access and connections through downtown are vital concerns to residents. To view the full survey results, visit the webpage here: https://static.spokanecity.org/documents/blog/2019/04/05/north-bank-vision-survey-we-asked-you-told/north-bank-vision-survey-results.pdf.





Design Review Board Recommendations

Should Cataldo Avenue need to be vacated, the Design Review Board has the following recommendation in regards to connectivity:

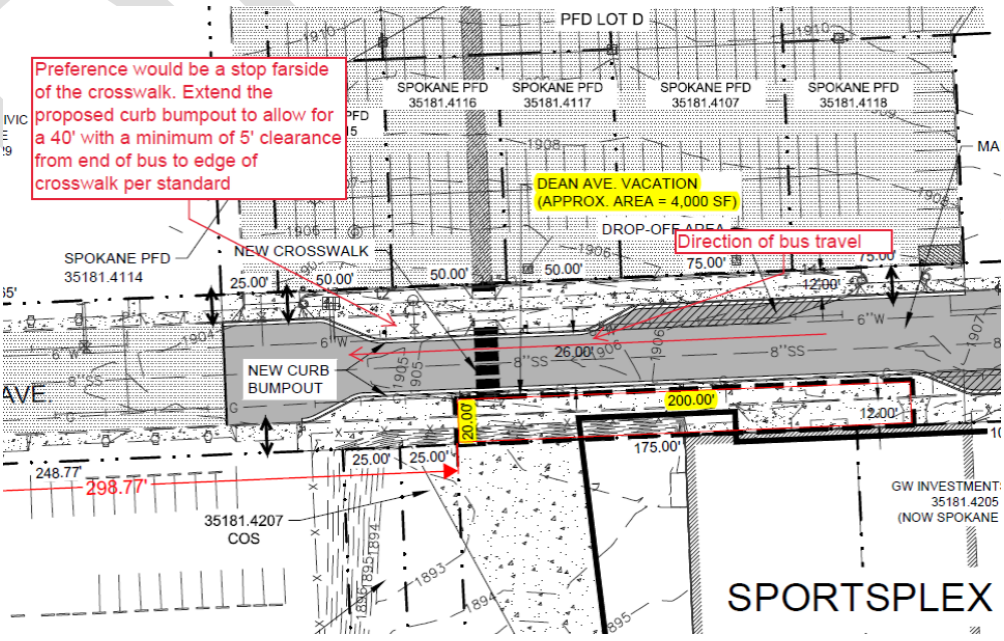
At the proposed bulb-outs, the design should allow for a large volume of people to simultaneously and safely cross Dean Avenue. We understand that the construction of the Sportsplex will likely require the vacation of Cataldo Avenue. However, we recommend that any vacation of Dean be postponed until designs for the Sportsplex are available for review and/or alternatives have been developed for narrowing the street while maintaining full connectivity.

POLICE DEPARTMENT – No comments

SPOKANE TRANSIT AUTHORITY - The parking lot to the north of the project serves as a park-and-ride for those who participate in the City Ticket program. City Ticket is a longstanding program (40+ years) to mitigate traffic congestion in the central business district. On an average weekday 274 parking spots are occupied.

The Route 11 Plaza Arena Shuttle operates in the westbound direction on Dean Ave. The travel way shown in the submitted plan is sufficient to continue operation on Dean Ave. However, congestion could be a concern. The left turn onto Dean Ave from Washington St may become problematic due to use by patrons of the Sportsplex. The Route 11 could be modified to operate on W Gardner Ave/Boy Scout Way should the PFD modify the street to accommodate buses.

STA requests that a bus stop serving the Sportsplex facility be installed as part of the development. Design standards for bus stops may be found at https://www.spokanetransit.com/projects-plans/bus-stop-design-standards. Should the Route 11 remain on Dean Ave the preferred location would be as shown below:



Designated pedestrian connections from the parking lots north of the Sportsplex to the Sportsplex and bus stop are requested.

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – We have reviewed the proposal for Cataldo Sportsplex RW Vacation and the Street Department has a concern about the vehicles entering Cataldo Ave. From Howard St. being able to turn around to exit Cataldo Ave at Howard St. May require a Cul de Sac or Hammerhead.

WASTEWATER MANAGEMENT - The previous request had a new start MH being added in Cataldo west of the new building in what was supposed to be a cul-de-sac, that doesn't appear in this request. The cul-de-sac is gone and there is no mention of the new sanitary MH. We need that new manhole added with access for our large inspection and service trucks which means enough turn radius to get a truck in and out of there without backing into traffic on Howard.

The sanitary line in Dean is approximately 10-12' deep in the area next to the new building. As usual we would request that nothing be built within what would ordinarily be a 30' easement centered on the main. The request appears to account for that (26' of travel lane centered on the main with 12' sidewalks on each side) but we should stress that this is a requirement. If we ever had to dig that line up, structures close to it could be threatened. To that end the building footing should be an appropriate depth that it would not be undermined if digging up the sanitary line was necessary.

There are no apparent storm drainage structures like swales of drywells in the drawing provided with the request. Any impervious areas (parking, sidewalks, roof drains, etc) must have some sort of retention and treatment provided. We always state that the on site drainage be maintained and treated on site. Considering the size of the project and amount of impervious surface this is critical. Draining to city stormwater or sanitary assets is not permitted. The retention and treatment areas must meet Washington Dept of Ecology requirements. This likely means that geotech tests will be required and any UIC (Underground Injection Control) measures like drywells and tree boxes will need to be registered with DOE.

Provided all of these concerns are addressed, we have no objections to the vacation.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

DRAFT

RECOMMENDATION: TBD

Eldon Brown, P.E.
Principal Engineer – Planning & Development

DRAFT

SPOKANE
PUBLIC FACILITIES
DISTRICT

August 21, 2019

Ben Stuckart, Council President
Members of the City Council
7th Floor, Spokane City Hall
808 W. Spokane Falls Boulevard
Spokane, WA 99201

Re: Vacation of a Portion of Cataldo Avenue

Dear Council President Stuckart and Members of the City Council:

This letter supports the Spokane Public Facilities District's ("**SPFD**") May 15, 2019 application(as amended) to vacate Cataldo Avenue from approximately the east right-of-way line of Howard Street to the west right-of-way line at Washington Street.[1] This letter requests that the City Council determine that the public benefit from the street vacation exceeds (or equals) the value of the vacated area. Thus, the SPFD and adjoining property owners[2] will not be required to pay compensation to the City. State law provides that the City has discretion to determine whether compensation for a street vacation will be paid the City. RCW 35.79.030.

A. Public Benefit. The Cataldo street vacation supports the development of the Sportsplex project, a $53 million project designed to host local, regional, and national athletic and recreational events such as indoor track, volleyball, basketball, wrestling, and other sporting events. The Sportsplex will occupy 5.3 acres, have a building footprint of 160,000 square feet and provide economic stimulus to Spokane and the surrounding region. Use of the Sportsplex will be promoted by the Spokane Public Facilities District and the Spokane Sports Commission, a nonprofit entity. The Sportsplex is estimated to generate between $19 and $33 million annually.

The City of Spokane is a partner in the development of the Sportsplex. On January 15, 2019, the Spokane Public Facilities District, City of Spokane, and the Spokane Park Board entered into the "Interlocal Cooperation Agreement for Development of the Sportsplex." This agreement forms a

[1] On August 8, 2019, the SPFD joined in the street vacation application submitted on June 21, 2019, by VJB, LLC, AZ Sprague, LLC, Future Vision Properties, LLC and Spokane Federal Credit Union to vacate the area east of Howard Street. The SPFD and VJB, LLC, AZ Sprague, LLC, Future Vision Properties, LLC and Spokane Federal Credit Union have negotiated a Memorandum of Understanding and Declaration of Reciprocal Easements relating to the use, maintenance and improvement of vacated Cataldo.

[2] The "adjoining property owners" are: the entities listed in footnote 1, the SPFD, the City Parks Board, and the owners of the Broadview Dairy.

WEST 720 MALLON AVENUE SPOKANE WASHINGTON 99201 P 509.279.7000 F 509.279.7050 spokanepfd.org

cooperative arrangement between the District and the City to include the District leasing a substantial portion of the "Sportsplex Property" from the City Park Board for a thirty (30) year term with the right to renew for an additional thirty (30) years. The design and development of the Sportsplex includes input from the Park Board and conditions establishing the Park Department's use of the Sportsplex for park and recreation activities that will provide public benefit. The SPFD and the City have also participated in acquiring additional Sportsplex property (the "Dance Studio Property") to aide in the development of the Sportsplex. Through the Interlocal Agreement, the City of Spokane has pledged $5,000,000 to assist about financing the Sportsplex project.

B. Future Use and Development. The vacation of Cataldo Avenue is supported by adjoining property owners because the development of the Sportsplex will enhance the recreational and economic activity in this area. There will likely be further private development in and around vacated Cataldo to include improvements that provide linkage from the Sportsplex to the SPFD's Spokane Arena campus, the adjacent Riverfront Park (some of which will be occupied by the Sportsplex building) and adjacent private properties. Pedestrian access through the Sportsplex property and the Arena campus will benefit the public, especially with respect to the enjoyment of Riverfront Park and the Spokane River.

Through an agreement with the City and surrounding property owners, the vacation of West Cataldo Avenue will ultimately become a forty-six (46) foot wide "private street," for public vehicle and pedestrian access, sidewalks and landscaping maintained by the adjoining properties. The City will be retaining a thirty (30) foot wide easement for underground sewer and water facilities. In essence, this portion of Cataldo will still function for street purposes. For the vacation of East Cataldo Avenue, this area will contain similar improvements from Washington to the Sportsplex to access adjacent properties and provide public access to Riverfront Park and Dean Street.

C. Conclusion. To further the interests of the City, its residents and visitors, in conjunction with development of the Sportsplex, the SPFD respectfully requests that Cataldo Avenue be vacated as set forth in the application and that no compensation be paid to the City based upon the anticipated public benefit.

Thank you for your courtesies.

Very Truly Yours,

Stephanie Curran

Stephanie Curran
CEO, Spokane Public Facilities District

cc: District Board of Directors
Stanley M. Schwartz, Witherspoon Kelley
Elizabeth Tellessen, Winston Cashatt

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/26/2019
		Clerk's File #	RES 2019-0073
		Renews #	
Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	LORI KINNEAR 625-6261	Project #	
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 - RESOLUTION SUPPORTING STA'S TRAFFIC SIGNAL PRIORITIZATION PLANNING		

Agenda Wording

A Resolution supporting traffic signal prioritization for Spokane Transit Authority buses on high-performance transit routes.

Summary (Background)

On April 18, 2019, the STA board passed a motion requesting that STA and City staff work together to create a system for traffic signal priority in conjunction with transit bus operations on East Sprague Avenue. The City of Spokane supports and endorses the creation of traffic signal priority for high-performance transit lines at key/critical intersections in centers and corridors, as it implements goals of the transportation chapter of the Comprehensive Plan.

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

Approvals		Council Notifications	
Dept Head	MCCLATCHEY, BRIAN	**Study Session**	
Division Director		**Other**	FA Comm., 6/17/2019
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE		
For the Mayor	ORMSBY, MICHAEL		
Additional Approvals			
Purchasing			

RESOLUTION NO. 2019-0073

A Resolution supporting traffic signal prioritization for Spokane Transit Authority buses on high-performance transit routes.

WHEREAS, at its April 18, 2019 meeting, the Spokane Transit Authority ("STA") board passed a motion which requested that STA and City staff work together to create a system for traffic signal priority in conjunction with transit bus operations on East Sprague Avenue; and

WHEREAS, this East Sprague Avenue portion of STA's bus routes is within both a targeted investment area for the City's infrastructure investments which support and incentivize further business investment in the area, and a High Performance Transit ("HPT") line planned and to be built by STA; and

WHEREAS, this proposal furthers the City's Comprehensive Plan, specifically goal TR 11, by which the City commits to "[s]upport[ing] efficient transit operations through street and transit stop designs on transit priority streets that comply with standards and include transit supportive elements, such as shelters, lighting, and schedule information. [The City also commits to] [a]ssist[ing] in implementing the STA Comprehensive Plan"; and

WHEREAS, the City's Comprehensive Plan states repeatedly the City's desire and goal to create livable, walkable, vibrant streets and commercial districts, providing transportation choices, committing to efficient transit service, and noting the strong linkages between land use decisions and our transportation network; and

WHEREAS, the City has also invested in enhanced bus loading platforms to enable faster and more efficient loading through this corridor, with similar investments planned for construction on other HPT lines within the City, including the future Central City Line.

NOW THEREFORE, BE IT RESOLVED that the City of Spokane supports and endorses the concept contained in the motion adopted by the Spokane Transit Authority board to create traffic signal priority for high-performance transit lines at key/critical intersections in centers and corridors, starting with the East Sprague Avenue corridor, defined for the purpose of this resolution as Sprague Avenue, from Division Street to Altamont Street.

BE IT ALSO RESOLVED that City staff should coordinate with STA's planning staff, if so requested, to determine the locations, timing, costs, and process for implementing such signal prioritization.

Passed by the City Council this ____ day of _____, 2019.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

RECEIVED
AUG 2 3 2019
CITY CLERK'S OFFICE

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: July 2, 2019

Clerk's File No.
ORD C35791

TO: Eldon Brown
Engineering Services

FROM: Laurie Farnsworth, Acting City Clerk

RE: Vacation of the alley between 3rd and I-90

Attached is a copy of Ordinance C35791 for the vacation of:

the alley between 3rd and I-90, from Cedar to Adams and the west 20 feet of Adams between 3rd and I-90

This ordinance was read for the first time on July 1, 2019, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.

Acting City Clerk — July 5, 2019 — Date

Precedent conditions have been met and Ordinance C35791 is hereby returned for Final Reading.

Eldon Brown
Principal Engineer – Developer Services

Dated: 8/22/19

OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

July 5, 2019

City Clerk File No.
ORD C35791

COUNCIL ACTION MEMORANDUM

RE: HEARING ON THE VACATION OF THE ALLEY BETWEEN 3RD AND I-90, FROM CEDAR TO ADAMS AND THE WEST 20 FEET of ADAMS BETWEEN 3RD AND I-90 AS REQUESTED BY OWNERS HAVING AN INTEREST IN REAL ESTATE ABUTTING THE ABOVE-RIGHT OF WAY

During its 6:00 p.m. Legislative Session held Monday, July 1, 2019, the Spokane City Council held a hearing on the above-described vacation. Subsequent to the opportunity for public testimony and Council discussion and commentary, the following actions were taken:

Motion by Council Member Fagan to defer action for two weeks based on his uncertainty and his hope that a better understanding of the equity involved in both parties getting their vacation could be achieved; **motion died for lack of second.**

Motion by Council Member Mumm, seconded by Council Member Kinnear, to approve the vacation based on the inclusion of the following as part of the conditions: (1) a rolled curb, where practical, and (2) the removal of the current parking space; **carried unanimously (Council Member Burke absent).**

Upon Roll Call Vote 5-1 (Council Member Fagan voting "no" and Council Member Burke absent), the City Council **approved, subject to conditions,** the vacation of the alley between 3rd and I-90, from Cedar to Adams and the West 20 feet of Adams between 3rd and I-90, as requested by owners having an interest in real estate abutting the above right-of-way.

Laurie Farnsworth
Spokane Deputy City Clerk

Agenda Sheet for City Council Meeting of: 07/01/2019		**Date Rec'd**	6/20/2019
		Clerk's File #	ORD C35791
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	**Cross Ref #**	RES 2019-0038
Contact Name/Phone	ELDON BROWN 6305	**Project #**	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Hearings	**Requisition #**	
Agenda Item Name	4700- VACATION OF ALLEY BETWEEN 3RD & I-90, FROM CEDAR TO ADAMS		

Agenda Wording

Vacation of the vacation of the alley between 3rd and I-90, from Cedar to Adams and the west 20 feet of Adams between 3rd and I-90 as requested by Volunteers of America of Eastern Washington and Northern Idaho.

Summary (Background)

At its legislative session held on June 3, 2019, the City Council set a hearing on the above vacation for July 1, 2019. Staff has solicited responses from all concerned parties.

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

Approvals		**Council Notifications**	
Dept Head	WEST, JACQUE	**Study Session**	Urban Experience 5/13/19
Division Director	CORTRIGHT, CARLY	**Other**	
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	RICHMAN, JAMES	ebrown@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	edjohnson@spokanecity.org	
Additional Approvals		kbecker@spokanecity.org	
Purchasing		ccortright@spokanecity.org	
		dnorman@spokanecity.org	
		korlob@spokanecity.org	

SPOKANE CITY COUNCIL HELD FIRST READING OF PROPOSED STREET/ALLEY VACATION ORDINANCE NO. C35791 ON July 1, 2019 FINAL READING WILL BE HELD AFTER ALL CONDITIONS HAVE BEEN MET.

Adams CITY CLERK

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35791

An ordinance vacating the alley between 3rd Avenue and I-90, from Cedar St. to Adams Street along with the west 20 feet of Adams Street from 3rd Avenue to I-90

WHEREAS, a petition for the vacation of the alley between 3rd Avenue and I-90, from Cedar St. to Adams Street along with the west 20 feet of Adams Street from 3rd Avenue to I-90 (Washington State Department of Transportation Right-of-Way) has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley between 3rd Avenue and I-90, from the east line of Cedar St. to the west line of Adams Street along with the west 20 feet of Adams Street from the south line of 3rd Avenue to I-90 (Washington State Department of Transportation Right-of-Way) is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista Utilities, Qwest, Comcast and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

_____
Council President

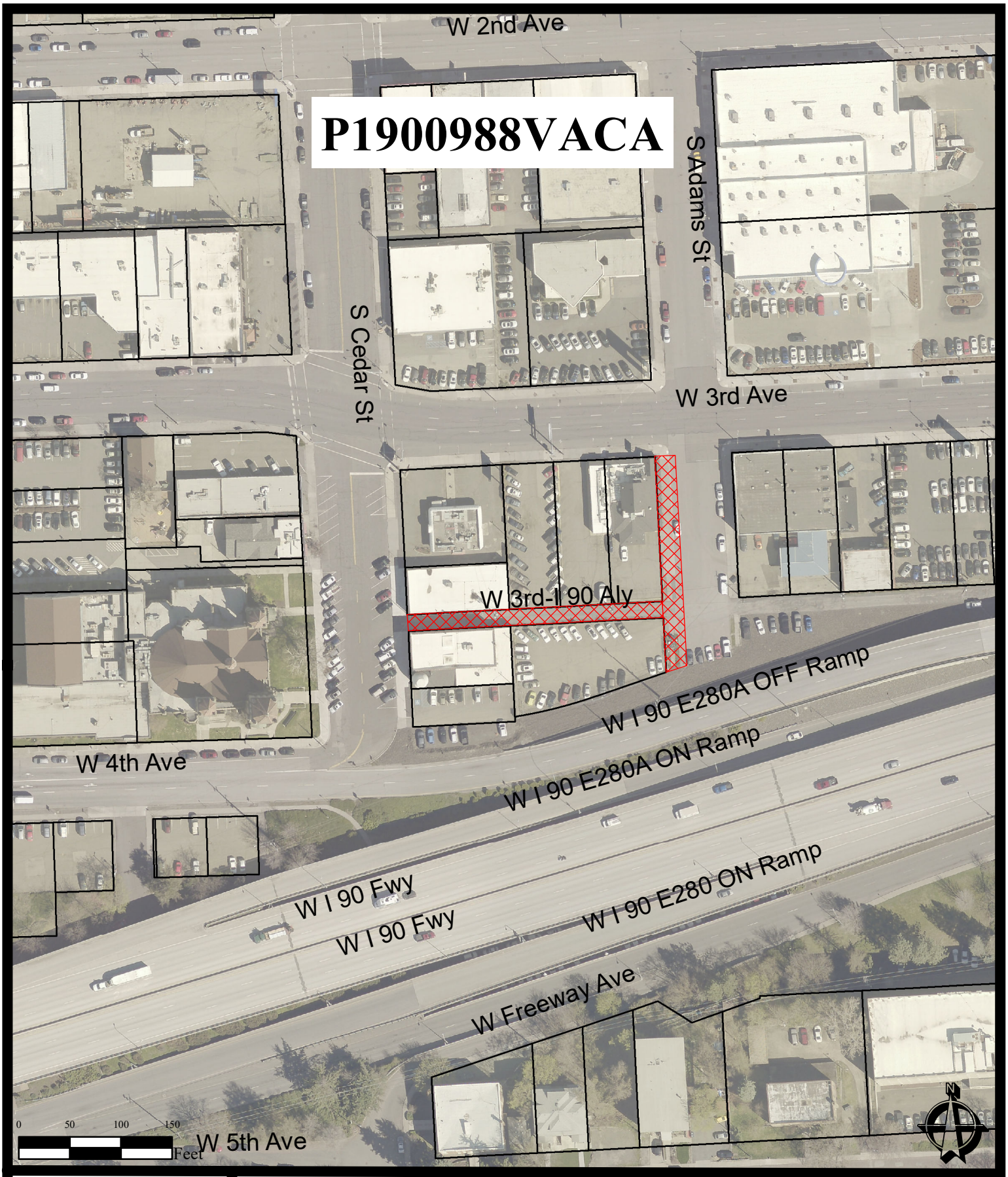
Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____



CITY OF SPOKANE

Right-of-way Description:
The west 20 feet of Adams St. between 3rd and the freeway along with the alley between 3rd and the freeway, from Cedar to Adams

Legend

vacation

THIS IS NOT A LEGAL DOCUMENT: The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Geographic Information System

Printed by: edjohnson Print date: 3/4/2019

South Adams west 20' + alley south of 3rd Ave. Vacation
"NO COST" Justification

Background:
On the corner of 3rd and Adams in downtown Spokane, Volunteers of American (VOA) and their partners are proposing a unique development meeting the needs of two separate and distinct populations. The proposed 42,000+ square foot project will provide 60 units of new, permanent, supportive housing for extremely low income, homeless men and women who are struggling with multiple special needs. The main floor of the structure will provide a 100+ bed women's shelter meeting the needs of some of our community's most vulnerable members.

Because of the two distinct populations served and the need to design the space to accommodate unique needs, the footprint of the building needs to be optimized.

Security/Safety:
Neighbors around the subject property have voiced concerns about the current lack of neighborhood security and the issues of trash, graffiti, loitering, and crime. The existing alley south of Third Avenue and the area adjacent to the freeway, provide a well-traveled path, away from the more frequently traveled streets. This is a problem for the community. While not a unique situation, the developers and planners on the VOA project are seeking broad community support as they consider final design features. As a result, the neighborhood safety factors are paramount. Because the main floor hosts a shelter for vulnerable women often preyed upon by others, the security of the surrounding area is critical to the safe operation of this facility.

The neighborhood has come together with a plan to help address security concerns, which relies on site control. This is achieved by vacation of the alley, a thorough fencing plan including maintenance access gates, the provision of security staff at the VOA facility and coordination to help address these issues. All of these items come with a significant cost. VOA has taken on the role of overall security management and leadership because of the link to their mission and the needs of the shelter users.

The proposed building is designed with the neighborhood in mind and provides a proposed shelter entrance and courtyard to the rear of the building on the Interstate-90 side of the block. This design feature helps keep those most vulnerable more secure. The plan pushes foot and vehicular traffic to 3rd avenue where it can be more effectively monitored and accommodated.

Collaboration:
The Larry H. Miller Group (and their real estate holding company) has stepped forward in a positive way and agreements have been reached between Miller Group and VOA that will result in land trades to make for a better project for the VOA property and help with the security

concerns. Miller is "giving up" much more land than they are getting back albeit they are getting slightly more surface parking because of the improved land configuration.

Through ongoing conversations with adjacent property owners, one item of note has continued to surface: No adjacent property owner who might be a party to the vacation of either the alley or Adams is interested in participating in purchasing vacated lands if it costs them any money. They uniformly believe the lands in question, encumbered as they are, with severely restricted uses, structure limitations, utility locations, easement requirements, etc. have no value and in some cases have more liability associated with them. They also realize that taking on the additional lands will increase their property tax bill.

We have a neighborhood of adjacent property owners who will support the requested vacations and would agree to take over ownership of their respective lands but not if it costs them money to purchase (see attached email from property owner to the West of our site). Some see the requirement to participate in fencing as a burden that takes them to their limit of participation.

Value proposition:
Here is a look at the value considerations for different segments of the proposed vacations.

1) Alley vacation area on the west end of the block with properties fronting on Cedar.
    a. The vacated area here is between two existing structures. The distance between the two structures is approximately 16' leaving only the alley between the two buildings.
    b. The alley along its entire length has a 12" wastewater in the center and other utilities are present.
    c. If the alley is vacated it will be done with a "no build" easement, prohibiting future structures or encroachments into the 16' former alley area. Also, access must be maintained for utility maintenance.
    d. Each property owner in this area would receive the 8' of alley on "their" side. Because of the deed restrictions, easements, access rights, etc. this land is of little use to the property owners, but the vacation make sense as a way to deal with security issues allowing the fencing plan to move forward.
    e. As stated previously, the property owners in this area will be required to fence and gate the western end of the alley at their expense and will take on additional responsibility to keep in clean and safe.
2) The alley vacation area near the center of the block bordered on the north and south by lands owned by Miller Family Real Estate.
    a. Many of the same issues above apply to this center piece except the existence of the two existing buildings referenced in 1a.
    b. As a part of this overall transaction the Miller group has agreed to provide additional fencing along the western edge of their ownership.

c. The Miller Family Real Estate has agreed to an exchange of lands with VOA resulting in VOA receiving a larger ownership area and Miller a smaller ownership.

3) Alley vacation area south of the proposed VOA building.
    a. Same issues as above.
    b. This area is proposed to be used as a courtyard and queuing area for Shelter customers. This is critical to the effective operation of the facility and addresses neighborhood concerns about activity that could otherwise occur on 3rd Ave.
    c. As a part of the overall solutions VOA is proposing to expand the easement staging area for City access to the wastewater line. This additional area would be approximately 776 square feet and would expand the width of the wastewater easement area from the current 16' to 24' giving the City better access to its facilities.
4) The western 20' of S. Adams adjacent to the VOA ownership
    a. This area is encumbered by a storm sewer which will need to be accommodated via VOA's development plan at VOA cost.
    b. This land is not encumbered by the sort of other utilities that encumber the alley and hence it can be built upon with proper accommodations.
    c. Arguably, this easement area has some value but the proposed transfer to a non-profit whose mission is meeting important needs for the most disadvantaged in our society.
    d. The expanded building footprint accommodated by the 20' of S. Adams vacation allows the development to accomplish its purpose of serving the two distinct needs of a women's shelter and permanent, supportive housing for the chronically homeless.
    e. The economics of the larger building allow more of those in need to be served AND allow the operator to cover the cost of on-site security.
    f. As a part of the overall neighborhood plan, VOA is taking on the lead in security AND fence and gate maintenance to assure the security measure remain successful well into the future.
5) A separate vacation request will be made for the alley extending east from Adams to Jefferson.
    a. The land restrictions noted under 1 above apply here as well.
    b. This area is also critical to the fencing and security plan.

In summary, we are requesting that the City vacate the requested portions of city right-of-way at no cost to the applicants because the neighborhood worked together to help create a better project that meets an important community need and that the project will be hindered without the no-cost vacations. Charging for any of these vacated lands, will push the burden directly on VOA and thereby impact an important non-profit service provider. We hope City Council will treat the second vacation request in a similar manner because it is tied to these same issues.

Thank you for your time, your consideration and your service to our community. By working together, we can solve many of our communities most pressing issues.

Letter from Property Owners on West end of Block

Carlos Herrera <carlos@sdsrealty.com>
Wed 3/27/2019 4:39 PM
You

John,

We are willing to accept ownership of the southern 8' of the alley adjacent to our property provided there is **no cost** to accepting said ownership. The property has very little value to me as a property owner and it has been a liability. The city does not clean or patrol the alley. We constantly must clean it and remove needles and garbage. Our building is constantly vandalized from the alley as it is easy for people to hide.

I have spoken with the owners of the building on the north side of the alley (311 S Cedar) and they agree that the only way we will accept responsibility and ownership for the alley is if there is no purchase price cost.

Thanks for your consideration,

Carlos Herrera
General Manager
Brokerage & Property Management
SDS Realty Inc.
108 N Washington Suite 600
Spokane WA 99201
Cell: (509) 714-2593
Fax: (509) 624-1711
Email: carlos@sdsrealty.com

CITY OF SPOKANE
DEVELOPMENT SERVICES
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
5/3/19

LOCATION: The west 20' of Adams between 3rd and I-90 along with the alley between 3rd and I-90, between Cedar and Adams.

PROPONENT: Volunteers of America Eastern Washington and Northern Idaho

PURPOSE: Low income housing and women's homeless shelter

HEARING: July 1, 2019

REPORTS:

AVISTA UTILITIES – Avista has both gas and electric distribution facilities in or crossing the requested vacated areas and will reserve an easement over the entire requested vacated area.

Additionally, I have preciously communicated the following to John Pilcher, a co-developer, based on the proposed site plan dated 11.29.18 Plan dated 3.19.19 has some slight design changes, conditions below are still applicable.

Avista is agreeable to the fencing and locked gated access as designed in the contextual proposed site plan dated 11.29.18 Plan dated 3.19.19 has some slight design changes, conditions below are still applicable.

- Gates must be a minimum of 12' wide in order for adequate equipment (think line trucks) access to distribution, transmission and gas facilities that lie within the forthcoming easement area.
- Gates must have a double lock, one being an Avista lock and area must be accessible at all times. Avista will provide the Avista locks, and has an attachment that allows a two lock tandem.
- Accessing our transmission line that lies in WSDOT ORW of I-90 is critical through the area you wish to fence and gate.

As previously mentioned, I will submit my formal comments to the City of Spokane based on the final submitted site plan for the Hope House that is routed to Avista, in addition to any vacation requests as presented by the same.

COMCAST – Comcast has reviewed the vacation request. Enclosed is a map showing our plant in the alley between 3rd and the Freeway from Cedar to Adams. We can't approve this vacation because we need access to our plant. If the alley was vacated, we would like to retain the easement.

CENTURYLINK – CenturyLink has cable facilities in the W 3rd-I-90 Alley and we would like to retain utility easement rights within the vacating ordinance. These rights should provide for maintenance, construction and reconstruction as needed. We have no issues with Adams St.

INLAND POWER & LIGHT – Inland Power & Light Co. has no facilities in the proposed vacation areas.

INTEGRATED CAPITAL PROGRAMS – There is a sewer line in the alley and a storm line that may be within the vacation area. These will need easement that can be accessed.

FIRE DEPARTMENT – No comments

NEIGHBORHOOD SERVICES - No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – No additional comments. I've discussed this vacation with Andy and the 9 foot setback from the new curb line will work for us.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – We have reviewed the street vacation proposal P1900988VACAm the west 20 feet of Adams St. between 3rd and the freeway along with the alley between 3rd and freeway, from Cedar to Adams and the Street Department has no objections to the proposed vacations.

WASTEWATER MANAGEMENT - This is modified from a previous vacation request we received that incorporated all of Adams from 3rd to 4th and the entire alley from Cedar to Jefferson. We received the previous request on Nov 6th, 2018 and response was sent on Nov 8th, 2018.

Almost all of our concerns from the previous request still apply. **We still recommend denying the vacation request**.

The south end of Adams is very close to both a state (WSDOT) owned storm line as well as a city storm line. The city line takes

drainage from Lincoln and Monroe south as far as 17th and is an overflow for the pond at Monroe and 4th. The WSDOT main handles the majority of storm runoff from I-90 west of Division. As I stated before these would have to have a minimum 30' no build easement centered on the mains. WSDOT would have to be consulted as well to see if their requirements are met as far as easements for their line.

Additionally, the storm drains and main in Adams would be affected by this vacation and modifications would need to be made at the expense of the property owner vacating the property. This typically involves eliminating the storm structures in the vacated area and requiring the property owner to maintain and treat on site runoff on site. In this case, since only the west half of Adams is being proposed for vacation, the west inlet and the entire storm main would have to be relocated. The new main should be located at the city standard location of 6' off center of the modified right of way. A new inlet on the west side to handle right of way drainage would need to be installed and connected to the new main and the east storm inlet would need to be reconnected to the new main as well to continue handling drainage on the east half of Adams. On site runoff for the vacation area would still have to be treated and maintained on site by the property owner.

As for the alley, the sewer main is 12" diameter 12'-13' deep. We would typically require a minimum 30' easement around this as well, but the alley is only 16' wide and we already have buildings and footings uncomfortably close to that main (at 311 S. Cedar, 319 S. Cedar and 1217 W. 3rd). Complicating matters are the fact that there are a number of other utilities, including electricity and power poles and a gas main (possibly others) in that same alley. All of that means a big problem if any repair is ever required for that sanitary main.

Ideally the 4 story building being proposed north of the alley would not be built as close to the alley as indicated to maintain a distance from the sewer main. Should the vacation and construction go ahead, we would require at a minimum that the foundation of the building extend to a depth at least equal to that of the adjacent sewer line. Based on the information I have, that means a minimum of 13' deep but could be more. This depth should be verified and taken into account for the building design. In the event we ever have to dig the main up for repair, that would insure we weren't undermining the building in the process.

We would also require any construction around that main to include replacement of the entire main to minimize (bot not eliminate) the chances of us having to dig in that area in the future.

When all of that is done we would still require a full width, full access easement for the alley from Cedar to Adams which means no

construction or structures in the alley and no fences or gates blocking access to the easement. The easement would need to extend to the typical 30', centered on sanitary main, in the portion of Adams that is proposed to be vacated.

Any and all new storm and sanitary construction, including but not limited to storm inlets and mains, sanitary mains and any service connections, should be done by the property owner and would all have to be subject to inspection and acceptance by Wastewater Management Dept

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. Adequate emergency vehicle access shall be maintained to existing and future buildings.

2. An easement as requested by CenturyLink, Avista, Comcast, and the City of Spokane shall be retained across the alley and the extension of the alley through the west 20 feet of Adams St.

3. The existing storm facilities in the west side of Adams St. would need to be addressed. This would mean that the west inlet and the entire storm main would have to be relocated. The new main should be located at the city standard location of 6' off center of the modified right of way. A new inlet on the west side to handle right of way drainage would need to be installed and connected to the new main and the east storm inlet would need to be reconnected to the new main as well to continue handling drainage on the east half of Adams. On site runoff for the vacation area would still have to be treated and maintained on site by the property owner.

4. Plans for the termination and closure of the alley must be submitted and approved and the closure work must be completed or bonded for.

5. Plans indicating how adequate access for solid waste collection must be submitted and approved by the City of Spokane.

6. 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 $121,141.66 and is to be deposited to Budget Account #3200

49199 99999 39510. The applicant has requested that City Council grant the vacation at no cost.

7. 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 2020.

Eldon Brown, P.E.
Principal Engineer – Planning & Development

Agenda Sheet for City Council Meeting of: 08/26/2019		Date Rec'd	8/13/2019
		Clerk's File #	ORD C35807
		Renews #	
Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0470 - HISTORIC PRESERVATION ORDINANCE UPDATE/HOUSEKEEPING		

Agenda Wording

Proposed updates to the Historic Preservation Ordinance,SMC 17D.100

Summary (Background)

Council Member Kinnear underwent an extensive revision and public process of the Historic Preservation ordinance in 2017-18. Now that the Historic Preservation Department has worked with the Browne's Addition Neighborhood Council to create a large historic district, we discovered (working alongside Legal and Planning) that there were a few areas of the revised SMC 17D.100 that needed additional measures in order to align with other areas of the SMC.

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

Approvals		Council Notifications	
Dept Head	DUVALL, MEGAN	**Study Session**	
Division Director	CORTRIGHT, CARLY	**Other**	Urban Experience
Finance	HUGHES, MICHELLE	Distribution List	
Legal	PICCOLO, MIKE	mduvall@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals			
Purchasing			

Briefing Paper
Urban Experience Committee

Division & Department:	NBS, Historic Preservation
Subject:	Historic Preservation Ordinance Update/Housekeeping
Date:	7/29/19
Author (email & phone):	Megan Duvall, mduvall@spokanecity.org 625-6543
City Council Sponsor:	CM Kinnear
Executive Sponsor:	NBS Division
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)	Spokane Municipal Code 17D.100
Strategic Initiative:	
Deadline:	Would like to have the update done as soon as possible.
Outcome: (deliverables, delivery duties, milestones to meet)	Updated SMC that better aligns with other parts of the code.

Background/History:

Councilmember Kinnear underwent an extensive revision and public process of the Historic Preservation ordinance in 2017-18. Now that the Historic Preservation Department has worked with the Browne's Addition Neighborhood Council to create a large historic district, we discovered (working alongside Legal and Planning) that there were a few areas of the revised SMC 17D.100 that needed additional measures in order to align with other areas of the SMC:

The following changes to SMC 17D.100 are proposed (full track changes document included):

• Housekeeping changes to noticing requirements throughout the chapter for alignment with existing noticing requirements within the City.

• The Secretary of the Interior's Standards for Rehabilitation were codified in 17D.100.100 E and listed out in 17D.100.280 D 1-10.

• A table (17D.100-1) was added to provide guidance for when a Certificate of Appropriateness application and approval is needed, and what level of review is necessary (administrative or full Spokane Historic Landmarks Commission).

• 17D.100.210 Certificates of Appropriateness – Procedure:

- Added notification of the neighborhood council in which the property is located.
- Added a 14-day Administrative Review Decision of an application.
- Changed the order of the commission review procedure to make more sense chronologically.
- Revised notice and open public comment period to 14 days to be closed at the end of the public hearing.

• Added 17D.100.215 for vesting of project permits.

• 17D.100.330 Project Permit Exclusion – this allows the City Council to find that the certificates of appropriateness required under chapter 17D.100 warrant a review process different from that provided in state law which requires all permit activity to be reviewed under one action.

These ordinance changes have gone through the Plan Commission hearing process as well as review by the Spokane Historic Landmarks Commission. The Plan Commission process included three separate workshops and a final hearing on June 12, 2019 as well as submittal to the Commerce

Department and a SEPA document. The P.C. voted 8-0 to accept these amendments to the SMC 17D.100. *(Plan Commission deliberations also included the creation of an historic district overlay zone in Browne's Addition which is dependent of the vote of property owners within the proposed district. That will be taken up separately from this ordinance revision after the voting period has concluded and the SHLC will make a final recommendation to City Council).*

Executive Summary:

This revision mainly deals with housekeeping measures to better align the Historic Preservation portion of the Spokane Municipal Code to other parts of the SMC. Depending upon the vote of property owners within the Browne's Addition Historic District Overlay Zone proposal, we will bring that portion of the ordinance to the City Council in a separate action in late August/early September.

Budget Impact:

Approved in current year budget? ☐ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☐ No

If new, specify funding source: This is an ordinance revision only and does not have budget impacts.

Operations Impact:

Consistent with current operations/policy? x Yes ☐ No

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

Specify changes required: Ordinance revision as shown in attached document.

Known challenges/barriers:

ORDINANCE NO. C - 35807

An ordinance relating to historic preservation procedures; amending SMC sections 17D.100.040, 17D.100.080, 17D.100.100, 17D.100.200, 17D.100.210, 17G.050.310 and 17G.060.070, adopting new SMC sections 17D.100.025, 17D.100.215, and 17D.100.330 and repealing SMC 11.19.270.

WHEREAS, the City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity; and

WHEREAS, the City Council adopted Ordinance No. C-35580 on February 12, 2018 whereby the City Council recodified the City's Historic Preservation Ordinance, part of which included the process for the formation of local historic districts; and

WHEREAS, in processing the recent application for the adoption of the Browne's Addition Local Historic District, staff from the Historic Preservation Office, the Planning and Development Services and the Legal Department compiled proposed amendments to the procedures relating to historic preservation contained in Title 17D and Title 17G, which are contained in this ordinance;

Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 17D.100.025 to Chapter 17D.100 SMC to read as follows:

17D.100.025 Compatibility of Historic Standards with Title 17 Development Standards

A. All property designated by the City as a historic landmark or that is located within a historic district that has been designated by the City pursuant to this chapter, shall be subject to all of the controls, standards, and procedures set forth in Title 17 SMC, including those contained in this chapter, applicable to the area in which it is presently located, and the owners of the property shall comply with the mandates of this Title 17 SMC in addition to all other applicable Spokane

Municipal Code requirements for the area in which such property is located. In the event of a conflict between the application of this chapter and other codes and ordinances of the City, the more restrictive shall govern, except where otherwise indicated.

B. Coordination with Underlying Zoning. In certain cases, application of the development standards, including those for height, bulk, scale, and setbacks, may conflict with historic preservation standards or criteria and result in adverse effects to historic landmarks or properties located in historic districts. In such cases, properties subject to design review and approval by the Landmarks Commission shall be exempted from the standards that conflict with the Landmarks Commission's application of the historic preservation standards adopted in this chapter. The issuance of a certificate of appropriateness for final design by the Landmarks Commission shall include specific references to any conflicts between the historic standards and those in Title 17 SMC generally, and specifically request the appropriate exemptions.

Section 2. That SMC 17D.100.040 is amended to read as follows:

17D.100.040 Procedure - Preliminary Designation

A. Public hearings of the commission are publicly advertised. Staff causes notice, containing the time, place and date of the hearing and a description of the location of the property in nonlegal language, to be mailed to all property owners of record, and in the case of a proposed historic district, to the owners of property within the proposed historic district, by publication in a newspaper of general circulation, and to be advertised in the legal newspaper of the board or council, as appropriate, at least thirty (30) days prior to the hearing. For proposed historic districts, ((~~No~~)) no later than thirty (30) days prior to the hearing, staff shall cause the posting of a sign containing the notice provisions of this section to be posted ((~~at the property, or in the case of district,~~)) at a central location within the proposed district.

B. At a publicly advertised hearing, the commission takes testimony concerning the nomination and formulates a recommendation as to the designation. The commission may decide to:
   1. recommend approval of designation of the property or district to the council or board as appropriate; or
   2. recommend denial of designation of the property or district to the council or board as appropriate; or
   3. defer the consideration of the nomination to a continued public hearing, if necessary.

Section 3. That SMC 17D.100.080 is amended to read as follows:

17D.100.080 Procedure - Appeal of Preliminary Designation

A. The commission's recommendation may be appealed to the Hearing Examiner pursuant to SMC 17G.050.310 by filing with an appeal with the Hearing Examiner's office with a copy to the HPO.
B. An appeal may only be filed (i) by an owner of record whose property is the subject of the preliminary designation decision or, (ii) in the case of historic district designations, on petition of at least 25% of the owners of property located within the proposed historic district.
C. An appeal filed under this section may only be accepted if it is filed within ((~~thirty (30)~~)) fourteen (14) days of the execution of the findings of fact set forth in SMC 17D.100.050.
D. An appeal filed under this section must state the grounds upon which the appeal is based, such as procedural irregularities or a clear error of law.
E. Appeals filed pursuant to this section are reviewed by the Hearing Examiner on a closed record; that is, in rendering a decision, the Hearing Examiner may only take into consideration the written record of the commission's deliberations, factual findings, and preliminary designation. No additional evidence shall be considered by the Hearing Examiner on appeal.
F. The Hearing Examiner may either affirm the preliminary designation or remand the matter to the commission for further proceedings.

Section 4. That SMC 17D100.100 is amended to read as follows:

17D.100.100 Property Management and Design Standards - Agreement

A. In the case of individual properties, in order for the preliminary designation to become final and the property to be designated as an historic landmark, the owner(s) must enter into appropriate management standards as recommended by the commission for the property under consideration. If the owner does not enter into a management agreement, the preliminary designation does not become final and the property is not listed on the Spokane historic register.
B. In the case of a historic district, ((The)) the proposed ((~~management and~~)) design standards and guidelines shall only be effective if a majority of the owners of properties located within the boundaries of the proposed historic district sign a petition, on a form prescribed by the HPO, seeking the formation of the proposed historic district, under the management standards applicable to the district as a whole, within the sixty (60) day consideration period. Following the expiration of the sixty (60) day consideration period, the HPO shall report to the commission concerning the number of properties within the proposed district and the number of signatures contained on the petition. If the HPO determines that the petition contains the requisite number of signatures, the commission shall set the property management and design standards for the district. For purposes of this requirement, "owners of property" includes owners of units within a condominium association.

C. If the commission finds that both the requisite number of signatures are present on the petition and that the ((~~property management and~~)) design standards and guidelines should be set for the district, the historic district shall be designated as such on the official City zoning map by the use of an historic district overlay zone. The Commission shall, pursuant to SMC 17D.100.050, forward its findings to the City Council for adoption of the appropriate legislation to adopt the historic district overlay zone as part of the official zoning map. Non-contributing resources within the overlay zone are subject to administrative ((~~and/~~)) or commission review for significant alterations and demolition, including the resulting replacement structures, consistent with the requirements of the design standards and guidelines. No less than every five (5) years, the commission shall review and consider amendments to the design standards and guidelines for each district established under this section and forward its findings and recommendations to the City Council for adoption.

D. The property management agreement for individual properties and the design standards and guidelines for historic districts are not applicable to the public right of way.

E. Local historic district design standards and guidelines are intended to provide guidance for decision making by both the property owner when undertaking work within a local historic district and the historic preservation officer and commission when issuing certificates of appropriateness in the district. Local historic district design standards and guidelines are not development regulations but are instead used to assist the HPO and commission making decisions in accordance with the Secretary of Interior's Standards for Rehabilitation. Final decisions of the HPO or the commission are based on the Secretary of Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67). The Standards for Rehabilitation pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards for Rehabilitation are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

Section 5. That SMC 17D.100.200 is amended to read as follows:

17D.100.200 Certificates of Appropriateness - When Required

A. A certificate of appropriateness is required prior to the issuance of any permit for the following activities:
   1. Demolition of a Spokane Register historic landmark or a contributing resource located within an historic district (National or Spokane Register);
   2. Relocation of an historic landmark or a contributing resource located within an historic district;
   3. any work that affects the exterior appearance of an historic landmark;

4. any work that significantly affects the street-facing façade of a building located within an historic district; and
5. development or new construction located within the designated boundaries of an historic district.
6. The HPO may administratively approve certificate of appropriateness applications for non-contributing resources within historic districts in consultation with the Design Review Committee of the Commission.

B. ((~~The HPO may exempt ordinary repairs and maintenance from the permit requirements of this section if the work does not involve a change in design, material or exterior treatment or otherwise affect the exterior appearance.~~))

Exemptions. The following activities do not require a certificate of appropriateness or review by the HPO or the Commission.

1. Ordinary repair and maintenance activities, including emergency measures, which do not affect significant historic features.
2. Ordinary repairs and maintenance which do not alter the appearance of a significant feature and do not utilize substitute materials.
3. Repairs to or replacement of utility systems if such work does not alter a significant feature.

C. Table 17D.100-1 sets forth the list of the types of work that are reviewed by the full commission, types of work that can be approved administratively and types of work that are exempt from the requirement of a certificate of appropriateness.

Section 6. That SMC 17D.100.210 is amended to read as follows:

17D.100.210 Certificates of Appropriateness - Procedure

A. Any application for an action which requires a certificate of appropriateness under this chapter or which may be within the scope of agreed management standards under this chapter must meet minimum submittal requirements established by the HPO. Prior to taking action on the application, the official responsible for processing the application shall request review of the action by the commission. For non-contributing resources within a local register historic district, an administrative approval may be considered.

B. The requests for review and issuance of a certificate of appropriateness and any supplemental information shall be transmitted by the HPO to the commission, the property owner or applicant, the neighborhood council where the property is located and interested parties of record at least fourteen (14) days prior to the next scheduled meeting of the commission. The review of requests for certificate of appropriateness which may be approved by the HPO are deemed to be ministerial permits. The HPO shall issue the administrative decision within fourteen (14) days after receipt of the application. The review of requests for certificates of appropriateness which are approved by the landmarks commission are subject to the timeline and procedures contained in this section.

C. At its next scheduled meeting, the commission reviews the request and decides whether to issue a certificate of appropriateness. The commission transmits its findings to the property owner or applicant, the neighborhood council and interested parties of record. If the commission is unable to process the request, the commission may extend the time for its determination.

D. The commission reviews the request for certificates of appropriateness under the following procedure:

1. The applicant for a certificate of appropriateness must provide to the commission drawings of the proposed work, photographs of the existing building or structure and adjacent properties, information about the building materials to be used, and any other information requested by the HPO or commission.

2. In making a decision on an application, the commission uses the Secretary of the Interior's Standards for Rehabilitation, historic district design standards and other general guidelines established and adopted by the commission. In adopting and using standards, the commission does not limit new construction to any one architectural style but seeks to preserve the character and integrity of the landmark or the historic district through contemporary compatible designs.

((~~1~~))3. The HPO reviews each application, certifies it complete and, within seven (7) days of certification, causes notice of application to be provided to the property owner or applicant, the neighborhood council and interested parties of record. The notice of application shall be provided electronically to the e-mail on record or by mail if there is no e-mail address. After the notice of application has been given, a public comment period is provided until the commission closes the public comment period upon completion of the public hearing. The purpose of the public comment period is to provide the opportunity for public review and comment on the application. Comments on the application will be accepted at or any time prior to the closing of the record of the open-record public hearing.

((~~2~~))4.((~~At the close of the public comment period, the HPO consults with the commission regarding a date and time for public hearing.~~)) At least ((~~fifteen (15)~~)) fourteen (14) days prior to the public hearing, the officer causes notice of hearing to be provided, which shall consist of notification to the property owner or applicant and interested parties of record of the date and time of the public hearing before the commission.

((~~3~~))5. Commission review.

a. The HPO makes a written report regarding the application to the commission, ensures that the application is sent to appropriate other City departments, coordinates their review of the application

and assembles their comments and remarks for inclusion in the report to the commission as appropriate. The report of the HPO contains a description of the proposal, a summary of the pertinent Secretary of the Interior's Standards for Rehabilitation, findings and conclusions relating to those standards and a recommendation. If the recommendation is for approval with conditions, the report also identifies appropriate conditions of approval. At least ten (10) days prior to the scheduled public hearing, the report is filed with the commission as appropriate and copies are mailed to the applicant and the applicant's representative. Copies of the report are also made available to any interested person for the cost of reproduction. If a report is not made available as provided in this subsection, commission may reschedule or continue the hearing, or make a decision without regard to any report.

b. The commission makes a decision regarding the application within ten (10) days of the date the record regarding the application is closed. The time for decision may be extended if the applicant agrees. In making the decision, the commission may approve, approve with conditions, or deny the permit application. The decision is in writing.

((4))6. Within seven (7) days of making the decision, the permit authority causes a notice of decision to be provided to the property owner or applicant, the neighborhood council and interested parties of record.

((~~5. The applicant for a certificate of appropriateness must provide to the commission drawings of the proposed work, photographs of the existing building or structure and adjacent properties, information about the building materials to be used, and any other information requested by the HPO or commission.~~

~~6. In making a decision on an application, the commission uses the Secretary of the Interior's Standards for Rehabilitation, historic district design standards and other general guidelines established and adopted by the commission. In adopting and using standards, the commission does not limit new construction to any one architectural style but seeks to preserve the character and integrity of the landmark or the historic district through contemporary compatible designs.~~))

Section 7. That there is adopted a new section 17D.100.215 to Chapter 17D.100 SMC to read as follows:

17D.100.215 Vesting Project Permits

A complete application for a project permit that is entitled to vesting under Washington law and that is subject to a certificate of appropriateness shall be considered under the

land use codes and other land use control ordinances in effect on the date a complete application for a certificate of appropriateness as set forth in chapter 17D.100 SMC is submitted to the HPO, provided that a complete project permit application is filed within one hundred eighty days of the landmark commission's final decision.

Section 8. That there is adopted a new section 17D.100.330 to Chapter 17D.100 SMC to read as follows:

17D.100.330 Project Permit Exclusion

Pursuant to RCW 36.70B.140, and subject to SMC 17D.100.025, the City Council finds that the certificates of appropriateness required under this chapter warrant a review process different from that provided in RCW 36.70B.060 through 36.70B.080 and 36.70B.110 through 36.70B.130 and Chapter 17G.060 SMC, and hereby excludes such certificates of appropriateness from the review processes provided for therein.

Section 9. That SMC 17G.050.310 is amended to read as follows:

17G.050.310 Right of Appeal

A. The applicant or a person with standing as defined in chapter 17A.020 SMC may appeal to the hearing examiner a decision of the director of planning services, engineering services, the building official, the responsible official under SEPA as provided in SMC 17G.060.210 and the landmarks commission related to applications for certificate of appropriateness and determination of eligibility under Chapter 17D.100 SMC ((~~17D.040.230~~)) by filing with the permit application department a written appeal within fourteen days of the date of the written decision. For purposes of this section, the neighborhood council in which the property to which the decision being appealed is located shall have standing, subject to the neighborhood council demonstrating that it adhered to established bylaws in making the decision to bring the appeal.

B. The applicant, a person with standing, or a City department may appeal decisions of the hearing examiner as provided in SMC 17G.060.210.

Section 10. That SMC 17G.060.070 is amended to read as follows:

17G.060.070 Application Requirements

A. Application requirements for Type I, II, and III project permit applications shall contain the following:

1. Predevelopment meeting summary as provided in SMC 17G.060.050(B), if required in Table 17G.060-3.
2. Application documents provided by the department specifically including:
    a. General application;
    b. Supplemental application;
    c. Environmental checklist, if required under chapter 17E.050 SMC;
    d. Filing fees as required under chapter 8.02 SMC;
    e. A site plan drawn to scale showing:
        i. property dimensions;
        ii. location and dimensions of all existing and proposed physical improvements;
        iii. location and type of landscaping;
        iv. walkways and pedestrian areas;
        v. off-street parking areas and access drives;
        vi. refuse facilities; and
        vii. significant natural features, such as slopes, trees, rock outcrops including critical areas.
    f. Required number of documents, plans, or maps (as set forth in the application checklist);
    g. Written narrative identifying consistency with the applicable policies, regulations, and criteria for approval of the permit requested;
    h. Other plans, such as building elevations, landscaping plans, or sign plans, which are determined by the permitting department to be necessary to support the application; and
    i. Additional application information may be requested by the permitting department and may include, but is not limited to, the following:
        i. geotechnical studies,
        ii. hydrologic studies,
        iii. critical area studies,
        iv. noise studies,
        v. air quality studies,
        vi. visual analysis, and
        vii. transportation impact studies.
3. A certificate of appropriateness if required by chapter 17D.100 SMC.

B. The following Type II and III applications shall meet the requirements in this subsection in addition to the provisions of subsection (A) of this section:
1. Shoreline – Substantial Development Permit, Conditional Use Permit and Variance.
    a. Name, address, and phone number of the applicant.
    The applicant should be the owner of the property or the primary proponent of the project and not the representative of the owner or primary proponent.

b. Name, address, and phone number of the applicant's representative if other than the applicant.
c. Name, address, and phone number of the property owner, if other than the applicant.
d. Location of the property.
This shall, at a minimum, include the property address and identification of the section, township and range to the nearest quarter, quarter section or latitude and longitude to the nearest minute.
e. Identification of the name of the shoreline (water body) with which the site of the proposal is associated.
f. General description of the proposed project that includes the proposed use or uses and the activities necessary to accomplish the project.
g. General description of the property as it now exists, including its physical characteristics and improvements and structures.
h. General description of the vicinity of the proposed project, including identification of the adjacent uses, structures and improvements, intensity of development and physical characteristics.
i. A site development plan consisting of maps and elevation drawings, drawn to an appropriate scale to depict clearly all required information, photographs and text which shall include:
    i. the boundary of the parcels(s) of land upon which the development is proposed;
    ii. the ordinary high-water mark of all water bodies located adjacent to or within the boundary of the project. This may be an approximate location, provided that for any development where a determination of consistency with the applicable regulations requires a precise location of the ordinary high-water mark, the mark shall be located precisely and the biological and hydrological basis for the location as indicated on the plans shall be included in the development plan. Where the ordinary high-water mark is neither adjacent to or within the boundary of the project, the plan shall indicate the distance and direction to the nearest ordinary high-water mark of a shoreline;
    iii. existing and proposed land contours. The contours shall be at intervals sufficient to accurately determine the existing character of the property and the extent of proposed change to the land that is necessary for the development. Areas within the boundary that will not be altered by the development may be indicated as such and contours approximated for that area;
    iv. a delineation of all wetland areas that will be altered or used as a part of the development;

v. the dimensions and locations of all existing and proposed structures and improvements, including but not limited to: buildings, paved or graveled areas, roads, utilities, material stockpiles or surcharge, and stormwater management facilities;

vi. an inventory of the existing vegetation on the proposed project site, including the location, type, size, and condition, pursuant to SMC 17E.060.240, Shoreline Vegetation Inventory;

vii. a landscape plan prepared and stamped by a licensed landscape architect, registered in the state of Washington;

viii. where applicable, plans for development of areas on or off the site as mitigation for impacts associated with the proposed project shall be included;

ix. quality, source and composition of any fill material that is placed on the site, whether temporary or permanent;

x. quantity, composition and destination of any excavated or dredged material;

xi. vicinity map showing the relationship of the property and proposed development or use to roads, utilities, existing developments, and uses on adjacent properties;

xii. where applicable, a depiction of the impacts to views from existing residential uses;

xiii. on all variance applications, the plans shall clearly indicate where development could occur without the approval of a variance, the physical features and circumstances of the property that provide a basis for the request, and the location of adjacent structures and uses.

2. Certificate of Compliance.
   a. Site plan is to be prepared by a licensed surveyor; and
   b. Copies of building permits or other data necessary to demonstrate the building was erected in good faith and all reasonable efforts comply with the code.
3. Plans-in-lieu of Compliance.
   a. Alternative development plan designed in conformance with the applicable development regulations; and
   b. A written narrative of how the proposed development plan is superior, or more innovative, or provides greater public benefit.
4. Preliminary Plat, Short Plat, and Binding Site Plan.
   As provided in chapter 17G.080 SMC.
5. PUD.
   a. Profiles of any structures more than one story, shown in relation to finished grade.
   b. Location, dimension, and boundary of proposed open space.

c. Site plan demonstrating compliance with chapter 11.19 SMC including signs, off-street parking, structure height, building coverage, yards, density, screening, buffering, and lighting.

6. Skywalk.
   a. A legal description of airspace to be occupied.
   b. Architectural and engineering plans.
   c. Artist's rendering of the proposed skywalk; and
   d. Written narrative of the access for the public from the street, other buildings, and other skywalks.
7. Floodplain – Floodplain Development Permit and Variance. As provided in chapter 17E.030 SMC.

Section 11. That SMC 11.19.270 is repealed.

PASSED BY THE CITY COUNCIL ON _____, 2019.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

ORDINANCE NO. C - _____

An ordinance relating to historic preservation procedures; amending SMC sections 17D.100.040, 17D.100.080, 17D.100.100, 17D.100.200, 17D.100.210, 17G.050.310 and 17G.060.070, adopting new SMC sections 17D.100.025, 17D.100.215, and 17D.100.330 and repealing SMC 11.19.270.

WHEREAS, the City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity; and

WHEREAS, the City Council adopted Ordinance No. C-35580 on February 12, 2018 whereby the City Council recodified the City's Historic Preservation Ordinance, part of which included the process for the formation of local historic districts; and

WHEREAS, in processing the recent application for the adoption of the Browne's Addition Local Historic District, staff from the Historic Preservation Office, the Planning and Development Services and the Legal Department compiled proposed amendments to the procedures relating to historic preservation contained in Title 17D and Title 17G, which are contained in this ordinance;

Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 17D.100.025 to Chapter 17D.100 SMC to read as follows:

17D.100.025 Compatibility of Historic Standards with Title 17 Development Standards

A. All property designated by the City as a historic landmark or that is located within a historic district that has been designated by the City pursuant to this chapter, shall be subject to all of the controls, standards, and procedures set forth in Title 17 SMC, including those contained in this chapter, applicable to the area in which it is presently located, and the owners of the property shall comply with the mandates of this Title 17 SMC in addition to all other applicable Spokane

Municipal Code requirements for the area in which such property is located. In the event of a conflict between the application of this chapter and other codes and ordinances of the City, the more restrictive shall govern, except where otherwise indicated.

B. Coordination with Underlying Zoning. In certain cases, application of the development standards, including those for height, bulk, scale, and setbacks, may conflict with historic preservation standards or criteria and result in adverse effects to historic landmarks or properties located in historic districts. In such cases, properties subject to design review and approval by the Landmarks Commission shall be exempted from the standards that conflict with the Landmarks Commission's application of the historic preservation standards adopted in this chapter. The issuance of a certificate of appropriateness for final design by the Landmarks Commission shall include specific references to any conflicts between the historic standards and those in Title 17 SMC generally, and specifically request the appropriate exemptions.

Section 2. That SMC 17D.100.040 is amended to read as follows:

17D.100.040 Procedure - Preliminary Designation

A. Public hearings of the commission are publicly advertised. Staff causes notice, containing the time, place and date of the hearing and a description of the location of the property in nonlegal language, to be mailed to all property owners of record, and in the case of a proposed historic district, to the owners of property within the proposed historic district, by publication in a newspaper of general circulation, and to be advertised in the legal newspaper of the board or council, as appropriate, at least thirty (30) days prior to the hearing. For proposed historic districts, ((~~No~~)) no later than thirty (30) days prior to the hearing, staff shall cause the posting of a sign containing the notice provisions of this section to be posted ((~~at the property, or in the case of district,~~)) at a central location within the proposed district.

B. At a publicly advertised hearing, the commission takes testimony concerning the nomination and formulates a recommendation as to the designation. The commission may decide to:
   1. recommend approval of designation of the property or district to the council or board as appropriate; or
   2. recommend denial of designation of the property or district to the council or board as appropriate; or
   3. defer the consideration of the nomination to a continued public hearing, if necessary.

Section 3. That SMC 17D.100.080 is amended to read as follows:

17D.100.080 Procedure - Appeal of Preliminary Designation

A. The commission's recommendation may be appealed to the Hearing Examiner pursuant to SMC 17G.050.310 by filing with an appeal with the Hearing Examiner's office with a copy to the HPO.
B. An appeal may only be filed (i) by an owner of record whose property is the subject of the preliminary designation decision or, (ii) in the case of historic district designations, on petition of at least 25% of the owners of property located within the proposed historic district.
C. An appeal filed under this section may only be accepted if it is filed within ((~~thirty (30)~~)) fourteen (14) days of the execution of the findings of fact set forth in SMC 17D.100.050.
D. An appeal filed under this section must state the grounds upon which the appeal is based, such as procedural irregularities or a clear error of law.
E. Appeals filed pursuant to this section are reviewed by the Hearing Examiner on a closed record; that is, in rendering a decision, the Hearing Examiner may only take into consideration the written record of the commission's deliberations, factual findings, and preliminary designation. No additional evidence shall be considered by the Hearing Examiner on appeal.
F. The Hearing Examiner may either affirm the preliminary designation or remand the matter to the commission for further proceedings.

Section 4. That SMC 17D100.100 is amended to read as follows:

17D.100.100 Property Management and Design Standards - Agreement

A. In the case of individual properties, in order for the preliminary designation to become final and the property to be designated as an historic landmark, the owner(s) must enter into appropriate management standards as recommended by the commission for the property under consideration. If the owner does not enter into a management agreement, the preliminary designation does not become final and the property is not listed on the Spokane historic register.
B. In the case of a historic district, ((The)) the proposed ((~~management and~~)) design standards and guidelines shall only be effective if a majority of the owners of properties located within the boundaries of the proposed historic district sign a petition, on a form prescribed by the HPO, seeking the formation of the proposed historic district, under the management standards applicable to the district as a whole, within the sixty (60) day consideration period. Following the expiration of the sixty (60) day consideration period, the HPO shall report to the commission concerning the number of properties within the proposed district and the number of signatures contained on the petition. If the HPO determines that the petition contains the requisite number of signatures, the commission shall set the property management and design standards for the district. For purposes of this requirement, "owners of property" includes owners of units within a condominium association.

C. If the commission finds that both the requisite number of signatures are present on the petition and that the ((~~property management and~~)) design standards and guidelines should be set for the district, the historic district shall be designated as such on the official City zoning map by the use of an historic district overlay zone. The Commission shall, pursuant to SMC 17D.100.050, forward its findings to the City Council for adoption of the appropriate legislation to adopt the historic district overlay zone as part of the official zoning map. Non-contributing resources within the overlay zone are subject to administrative ((~~and/~~)) or commission review for significant alterations and demolition, including the resulting replacement structures, consistent with the requirements of the design standards and guidelines. No less than every five (5) years, the commission shall review and consider amendments to the design standards and guidelines for each district established under this section and forward its findings and recommendations to the City Council for adoption.

D. The property management agreement for individual properties and the design standards and guidelines for historic districts are not applicable to the public right of way.

E. Local historic district design standards and guidelines are intended to provide guidance for decision making by both the property owner when undertaking work within a local historic district and the historic preservation officer and commission when issuing certificates of appropriateness in the district. Local historic district design standards and guidelines are not development regulations but are instead used to assist the HPO and commission making decisions in accordance with the Secretary of Interior's Standards for Rehabilitation. Final decisions of the HPO or the commission are based on the Secretary of Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67). The Standards for Rehabilitation pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior, related landscape features and the building's site and environment as well as attached, adjacent, or related new construction. The Standards for Rehabilitation are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

Section 5. That SMC 17D.100.200 is amended to read as follows:

17D.100.200 Certificates of Appropriateness - When Required

A. A certificate of appropriateness is required prior to the issuance of any permit for the following activities:
   1. Demolition of a Spokane Register historic landmark or a contributing resource located within an historic district (National or Spokane Register);
   2. Relocation of an historic landmark or a contributing resource located within an historic district;
   3. any work that affects the exterior appearance of an historic landmark;

4. any work that significantly affects the street-facing façade of a building located within an historic district; and
5. development or new construction located within the designated boundaries of an historic district.
6. The HPO may administratively approve certificate of appropriateness applications for non-contributing resources within historic districts in consultation with the Design Review Committee of the Commission.

B. ((~~The HPO may exempt ordinary repairs and maintenance from the permit requirements of this section if the work does not involve a change in design, material or exterior treatment or otherwise affect the exterior appearance.~~))

Exemptions. The following activities do not require a certificate of appropriateness or review by the HPO or the Commission.

1. Ordinary repair and maintenance activities, including emergency measures, which do not affect significant historic features.
2. Ordinary repairs and maintenance which do not alter the appearance of a significant feature and do not utilize substitute materials.
3. Repairs to or replacement of utility systems if such work does not alter a significant feature.

C. Table 17D.100-1 sets forth the list of the types of work that are reviewed by the full commission, types of work that can be approved administratively and types of work that are exempt from the requirement of a certificate of appropriateness.

Section 6. That SMC 17D.100.210 is amended to read as follows:

17D.100.210 Certificates of Appropriateness - Procedure

A. Any application for an action which requires a certificate of appropriateness under this chapter or which may be within the scope of agreed management standards under this chapter must meet minimum submittal requirements established by the HPO. Prior to taking action on the application, the official responsible for processing the application shall request review of the action by the commission. For non-contributing resources within a local register historic district, an administrative approval may be considered.

B. The requests for review and issuance of a certificate of appropriateness and any supplemental information shall be transmitted by the HPO to the commission, the property owner or applicant, the neighborhood council where the property is located and interested parties of record at least fourteen (14) days prior to the next scheduled meeting of the commission. The review of requests for certificate of appropriateness which may be approved by the HPO are deemed to be ministerial permits. The HPO shall issue the administrative decision within fourteen (14) days after receipt of the application. The review of requests for certificates of appropriateness which are approved by the landmarks commission are subject to the timeline and procedures contained in this section.

C. At its next scheduled meeting, the commission reviews the request and decides whether to issue a certificate of appropriateness. The commission transmits its findings to the property owner or applicant, the neighborhood council and interested parties of record. If the commission is unable to process the request, the commission may extend the time for its determination.

D. The commission reviews the request for certificates of appropriateness under the following procedure:

1. The applicant for a certificate of appropriateness must provide to the commission drawings of the proposed work, photographs of the existing building or structure and adjacent properties, information about the building materials to be used, and any other information requested by the HPO or commission.

2. In making a decision on an application, the commission uses the Secretary of the Interior's Standards for Rehabilitation, historic district design standards and other general guidelines established and adopted by the commission. In adopting and using standards, the commission does not limit new construction to any one architectural style but seeks to preserve the character and integrity of the landmark or the historic district through contemporary compatible designs.

((~~1~~))3. The HPO reviews each application, certifies it complete and, within seven (7) days of certification, causes notice of application to be provided to the property owner or applicant, the neighborhood council and interested parties of record. The notice of application shall be provided electronically to the e-mail on record or by mail if there is no e-mail address. After the notice of application has been given, a public comment period is provided until the commission closes the public comment period upon completion of the public hearing. The purpose of the public comment period is to provide the opportunity for public review and comment on the application. Comments on the application will be accepted at or any time prior to the closing of the record of the open-record public hearing.

((~~2~~))4.((~~At the close of the public comment period, the HPO consults with the commission regarding a date and time for public hearing.~~)) At least ((~~fifteen (15)~~)) fourteen (14) days prior to the public hearing, the officer causes notice of hearing to be provided, which shall consist of notification to the property owner or applicant and interested parties of record of the date and time of the public hearing before the commission.

((~~3~~))5. Commission review.

a. The HPO makes a written report regarding the application to the commission, ensures that the application is sent to appropriate other City departments, coordinates their review of the application

and assembles their comments and remarks for inclusion in the report to the commission as appropriate. The report of the HPO contains a description of the proposal, a summary of the pertinent Secretary of the Interior's Standards for Rehabilitation, findings and conclusions relating to those standards and a recommendation. If the recommendation is for approval with conditions, the report also identifies appropriate conditions of approval. At least ten (10) days prior to the scheduled public hearing, the report is filed with the commission as appropriate and copies are mailed to the applicant and the applicant's representative. Copies of the report are also made available to any interested person for the cost of reproduction. If a report is not made available as provided in this subsection, commission may reschedule or continue the hearing, or make a decision without regard to any report.

b. The commission makes a decision regarding the application within ten (10) days of the date the record regarding the application is closed. The time for decision may be extended if the applicant agrees. In making the decision, the commission may approve, approve with conditions, or deny the permit application. The decision is in writing.

((4))6. Within seven (7) days of making the decision, the permit authority causes a notice of decision to be provided to the property owner or applicant, the neighborhood council and interested parties of record.

((~~5. The applicant for a certificate of appropriateness must provide to the commission drawings of the proposed work, photographs of the existing building or structure and adjacent properties, information about the building materials to be used, and any other information requested by the HPO or commission.~~

~~6. In making a decision on an application, the commission uses the Secretary of the Interior's Standards for Rehabilitation, historic district design standards and other general guidelines established and adopted by the commission. In adopting and using standards, the commission does not limit new construction to any one architectural style but seeks to preserve the character and integrity of the landmark or the historic district through contemporary compatible designs.~~))

Section 7. That there is adopted a new section 17D.100.215 to Chapter 17D.100 SMC to read as follows:

17D.100.215 Vesting Project Permits

A complete application for a project permit that is entitled to vesting under Washington law and that is subject to a certificate of appropriateness shall be considered under the

land use codes and other land use control ordinances in effect on the date a complete application for a certificate of appropriateness as set forth in chapter 17D.100 SMC is submitted to the HPO, provided that a complete project permit application is filed within one hundred eighty days of the landmark commission's final decision.

Section 8. That there is adopted a new section 17D.100.330 to Chapter 17D.100 SMC to read as follows:

17D.100.330 Project Permit Exclusion

Pursuant to RCW 36.70B.140, and subject to SMC 17D.100.025, the City Council finds that the certificates of appropriateness required under this chapter warrant a review process different from that provided in RCW 36.70B.060 through 36.70B.080 and 36.70B.110 through 36.70B.130 and Chapter 17G.060 SMC, and hereby excludes such certificates of appropriateness from the review processes provided for therein.

Section 9. That SMC 17G.050.310 is amended to read as follows:

17G.050.310 Right of Appeal

A. The applicant or a person with standing as defined in chapter 17A.020 SMC may appeal to the hearing examiner a decision of the director of planning services, engineering services, the building official, the responsible official under SEPA as provided in SMC 17G.060.210 and the landmarks commission related to applications for certificate of appropriateness and determination of eligibility under Chapter 17D.100 SMC ((~~17D.040.230~~)) by filing with the permit application department a written appeal within fourteen days of the date of the written decision. For purposes of this section, the neighborhood council in which the property to which the decision being appealed is located shall have standing, subject to the neighborhood council demonstrating that it adhered to established bylaws in making the decision to bring the appeal.

B. The applicant, a person with standing, or a City department may appeal decisions of the hearing examiner as provided in SMC 17G.060.210.

Section 10. That SMC 17G.060.070 is amended to read as follows:

17G.060.070 Application Requirements

A. Application requirements for Type I, II, and III project permit applications shall contain the following:

1. Predevelopment meeting summary as provided in SMC 17G.060.050(B), if required in Table 17G.060-3.
2. Application documents provided by the department specifically including:
    a. General application;
    b. Supplemental application;
    c. Environmental checklist, if required under chapter 17E.050 SMC;
    d. Filing fees as required under chapter 8.02 SMC;
    e. A site plan drawn to scale showing:
        i. property dimensions;
        ii. location and dimensions of all existing and proposed physical improvements;
        iii. location and type of landscaping;
        iv. walkways and pedestrian areas;
        v. off-street parking areas and access drives;
        vi. refuse facilities; and
        vii. significant natural features, such as slopes, trees, rock outcrops including critical areas.
    f. Required number of documents, plans, or maps (as set forth in the application checklist);
    g. Written narrative identifying consistency with the applicable policies, regulations, and criteria for approval of the permit requested;
    h. Other plans, such as building elevations, landscaping plans, or sign plans, which are determined by the permitting department to be necessary to support the application; and
    i. Additional application information may be requested by the permitting department and may include, but is not limited to, the following:
        i. geotechnical studies,
        ii. hydrologic studies,
        iii. critical area studies,
        iv. noise studies,
        v. air quality studies,
        vi. visual analysis, and
        vii. transportation impact studies.
3. A certificate of appropriateness if required by chapter 17D.100 SMC.

B. The following Type II and III applications shall meet the requirements in this subsection in addition to the provisions of subsection (A) of this section:
1. Shoreline – Substantial Development Permit, Conditional Use Permit and Variance.
    a. Name, address, and phone number of the applicant.
    The applicant should be the owner of the property or the primary proponent of the project and not the representative of the owner or primary proponent.

b. Name, address, and phone number of the applicant's representative if other than the applicant.
c. Name, address, and phone number of the property owner, if other than the applicant.
d. Location of the property.
This shall, at a minimum, include the property address and identification of the section, township and range to the nearest quarter, quarter section or latitude and longitude to the nearest minute.
e. Identification of the name of the shoreline (water body) with which the site of the proposal is associated.
f. General description of the proposed project that includes the proposed use or uses and the activities necessary to accomplish the project.
g. General description of the property as it now exists, including its physical characteristics and improvements and structures.
h. General description of the vicinity of the proposed project, including identification of the adjacent uses, structures and improvements, intensity of development and physical characteristics.
i. A site development plan consisting of maps and elevation drawings, drawn to an appropriate scale to depict clearly all required information, photographs and text which shall include:
    i. the boundary of the parcels(s) of land upon which the development is proposed;
    ii. the ordinary high-water mark of all water bodies located adjacent to or within the boundary of the project. This may be an approximate location, provided that for any development where a determination of consistency with the applicable regulations requires a precise location of the ordinary high-water mark, the mark shall be located precisely and the biological and hydrological basis for the location as indicated on the plans shall be included in the development plan. Where the ordinary high-water mark is neither adjacent to or within the boundary of the project, the plan shall indicate the distance and direction to the nearest ordinary high-water mark of a shoreline;
    iii. existing and proposed land contours. The contours shall be at intervals sufficient to accurately determine the existing character of the property and the extent of proposed change to the land that is necessary for the development. Areas within the boundary that will not be altered by the development may be indicated as such and contours approximated for that area;
    iv. a delineation of all wetland areas that will be altered or used as a part of the development;

v. the dimensions and locations of all existing and proposed structures and improvements, including but not limited to: buildings, paved or graveled areas, roads, utilities, material stockpiles or surcharge, and stormwater management facilities;

vi. an inventory of the existing vegetation on the proposed project site, including the location, type, size, and condition, pursuant to SMC 17E.060.240, Shoreline Vegetation Inventory;

vii. a landscape plan prepared and stamped by a licensed landscape architect, registered in the state of Washington;

viii. where applicable, plans for development of areas on or off the site as mitigation for impacts associated with the proposed project shall be included;

ix. quality, source and composition of any fill material that is placed on the site, whether temporary or permanent;

x. quantity, composition and destination of any excavated or dredged material;

xi. vicinity map showing the relationship of the property and proposed development or use to roads, utilities, existing developments, and uses on adjacent properties;

xii. where applicable, a depiction of the impacts to views from existing residential uses;

xiii. on all variance applications, the plans shall clearly indicate where development could occur without the approval of a variance, the physical features and circumstances of the property that provide a basis for the request, and the location of adjacent structures and uses.

2. Certificate of Compliance.
   a. Site plan is to be prepared by a licensed surveyor; and
   b. Copies of building permits or other data necessary to demonstrate the building was erected in good faith and all reasonable efforts comply with the code.
3. Plans-in-lieu of Compliance.
   a. Alternative development plan designed in conformance with the applicable development regulations; and
   b. A written narrative of how the proposed development plan is superior, or more innovative, or provides greater public benefit.
4. Preliminary Plat, Short Plat, and Binding Site Plan.
   As provided in chapter 17G.080 SMC.
5. PUD.
   a. Profiles of any structures more than one story, shown in relation to finished grade.
   b. Location, dimension, and boundary of proposed open space.

c. Site plan demonstrating compliance with chapter 11.19 SMC including signs, off-street parking, structure height, building coverage, yards, density, screening, buffering, and lighting.

6. Skywalk.
   a. A legal description of airspace to be occupied.
   b. Architectural and engineering plans.
   c. Artist's rendering of the proposed skywalk; and
   d. Written narrative of the access for the public from the street, other buildings, and other skywalks.
7. Floodplain – Floodplain Development Permit and Variance. As provided in chapter 17E.030 SMC.

Section 11. That SMC 11.19.270 is repealed.

PASSED BY THE CITY COUNCIL ON _____, 2019.

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/27/2019
		Clerk's File #	ORD C35810
		Renews #	
Submitting Dept	HISTORIC PRESERVATION	Cross Ref #	
Contact Name/Phone	MEGAN 625-6543	Project #	
Contact E-Mail	MDUVALL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0470 - BROWNE'S ADDITION LOCAL HISTORIC DISTRICT OVERLAY ZONE		

Agenda Wording

An ordinance creating an historic overlay zone on the official zoning map for Browne's Addition.

Summary (Background)

The ordinance (SMC 17D.100.280) creating the Browne's Addition Historic District Overlay Zone has gone through the Plan Commission hearing process as well as review by the Spokane Historic Landmarks Commission. The Plan Commission process included three separate workshops and a final hearing on June 12, 2019 as well as submittal to the Commerce Department and a SEPA document.

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

Approvals		Council Notifications	
Dept Head	DUVALL, MEGAN	**Study Session**	
Division Director	CORTRIGHT, CARLY	**Other**	Urban Experience -
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	PICCOLO, MIKE	mduvall@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	sbishop@spokanecity.org	
Additional Approvals		lcamp@spokanecity.org	
Purchasing		mpiccolo@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The P.C. voted 7-1 to recommend approval of SMC 17D.100.280 for the creation of the overlay zone upon approval of the owners within the district boundaries. The Spokane Historic Landmarks Commission voted unanimously to recommend passage of the overlay zone on August 28, 2019. A ballot/petition process in order to determine owner support for the district was mailed to all owners of developable parcels on June 20, 2019 and held open for 60 days. 279 ballots were mailed to owners representing 371 total parcels. A sufficient number of "yes" votes were received to move forward with designation of the Browne's Addition Local Historic District.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
Urban Experience Committee

Division & Department:	NBS, Historic Preservation
Subject:	Browne's Addition Historic District Overlay Zone Ordinance (SMC17D.100.280)
Date:	8/29/19
Author (email & phone):	Megan Duvall, mduvall@spokanecity.org 625-6543
City Council Sponsor:	CM Kinnear
Executive Sponsor:	NBS Division
Committee(s) Impacted:	Urban Experience
Type of Agenda item:	☐ Consent x Discussion x Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	• Spokane Municipal Code 17D.100 – Historic Preservation • This proposal is directly in line with the City of Spokane Comprehensive Plan Chapter 8: Urban Design and Historic Preservation. Pertinent sections include: o **DP 1.1: Landmark Structures, Buildings, and Sites** Recognize and preserve unique or outstanding landmark structures, buildings, and sites. o **DP 1.2: New Development in Established Neighborhood** Encourage new development that is of a type, scale, orientation, and design that maintains or improves the character, aesthetic quality, and livability of the neighborhood o **DP 2.7: Historic District and Sub-Area Design Guidelines** Utilize design guidelines and criteria for sub-areas and historic districts that are based on local community participation and the particular character and development issues of each sub-area or historic district. o **DP 3.10 Zoning Provisions and Building Regulations** Utilize zoning provisions, building regulations, and design standards that are appropriate for historic districts, sites, and structures. o **DP 3.13 Historic Districts and Neighborhoods** Assist neighborhoods and other potential historic districts to identify, recognize, and highlight their social and economic origins and promote the preservation of their historic heritage, cultural resources, and built environment.
Strategic Initiative:	Urban Experience: Promote significant growth that connects people to place and builds upon cultural, historic, and natural resource assets
Deadline:	September 23, 2019 Final Reading Ordinance
Outcome: (deliverables, delivery duties, milestones to meet)	Creation of the historic district overlay zone on the official zoning map for Browne's Addition.

Background/History:

In 2015, the Browne's Addition Neighborhood Council (BANC) started a conversation with the City's Historic Preservation Office (HPO) to create a means to better protect the historic character of the neighborhood. While Browne's Addition has been a National Register Historic District since 1976, that designation does not offer the protection against demolition and general character features that a local listing would. In response to the BANC concerns, CM Kinnear instituted a short-term demolition

moratorium within the neighborhood to give the HPO time to strategize a plan for Browne's Addition. Ultimately, the BANC decided that they wanted to pursue a Spokane Register of Historic Places historic district to both offer protection of historic resources through design review, while at the same time, provide incentives to property owners who significantly improve historic properties.

In order to create a large historic district, the SMC 17D.040 (Historic Preservation Ordinance) needed to be revised to allow for district creation through a vote of property owners within the proposed district. The ordinance revision passed City Council in February of 2018 and a new Historic Preservation chapter (SMC 17D.100) has been implemented.

The neighborhood driven creation of the historic district will allow for:

- Regulation of changes to the exteriors of existing properties when a building permit is sought through the Certificate of Appropriateness (CoA) application process by the HPO and/or the Spokane Historic Landmarks Commission
- Most decisions can be made at the staff level based on the design standards and guidelines, but larger projects with more extensive changes would be heard at a public hearing by the SHLC allowing for public participation through the hearing process
- Regulation of demolitions of "contributing" structures within the district through a CoA application - requires a public hearing of the SHLC
- Design review of new construction within the district based on a framework created for compatibility in the district

The ordinance (SMC 17D.100.280) creating the Browne's Addition Historic District Overlay Zone has gone through the Plan Commission hearing process as well as review by the Spokane Historic Landmarks Commission. The Plan Commission process included three separate workshops and a final hearing on June 12, 2019 as well as submittal to the Commerce Department and a SEPA document. The P.C. voted 7-1 to recommend approval of SMC 17D.100.280 for the creation of the overlay zone upon approval of the owners within the district boundaries. The Spokane Historic Landmarks Commission voted unanimously to recommend passage of the overlay zone on August 28, 2019.

A ballot/petition process in order to determine owner support for the district was mailed to all owners of developable parcels on June 20, 2019 and held open for 60 days. 279 ballots were mailed to owners representing 371 total parcels. Owners of multiple parcels received one vote for each parcel. Balloting closed on August 22, 2019. We received 246 votes back (66% return). Of those returned, we received 201 "YES" votes for the creation of the district and 45 "NO" votes. 82% of those who returned ballots were in favor of the creation of the district overlay zone. However, due to the rules set forth in 17D.100.100, all non-retuned ballots are essentially counted as "no" votes. Therefore, the final percentage of "yes" votes is 54% (201 of 371). 186 "yes" votes were required in order to form the district. A sufficient number of "yes" votes were received to move forward with designation of the Browne's Addition Local Historic District.

Executive Summary:

This ordinance creates a Browne's Addition Historic District Overlay Zone as indicated by the map. The district creation allows property owners of historic resources to take advantage of incentives as well as offers protection of the district as a whole through design review of existing as well as new construction within the boundaries. A vote of property owners agreed to the creation of the historic district overlay zone.

Budget Impact:

Approved in current year budget? x Yes ☐ No (current budget includes a project employee)
Annual/Reoccurring expenditure? x Yes ☐ No

The creation of the historic district overlay zone will impact the capacity of staff in the Historic Preservation Office which currently consists of one full-time Historic Preservation Officer and one full-time project employee. The potential for significantly more review at the administrative level is a consideration for future staffing of the HP office – especially as more local historic districts come on board.

Operations Impact:

Consistent with current operations/policy? x Yes ☐ No

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

Specify changes required: Ordinance revision as shown in attached document.

Known challenges/barriers:

ORDINANCE NO. C - 35810

An ordinance relating to the adoption of the Browne's Addition Local Historic District Overlay Zone and Design Standards and Guidelines; adopting a new SMC sections 17D.100.280.

WHEREAS, the City and Spokane County find that the establishment of a landmarks commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County is a public necessity; and

WHEREAS, the City of Spokane Comprehensive Plan requires that the city utilize zoning provisions, building regulations, and design standards that are appropriate for historic districts, sites, and structures; and

WHEREAS, the Browne's Addition Neighborhood Council contacted the Spokane Historic Preservation Office requesting that a local historic district be formed in the neighborhood; and

WHEREAS, the Browne's Addition Neighborhood Council and the Spokane City/ County Historic Preservation Office conducted outreach efforts including multiple presentations, three workshops, a survey, and direct feedback from property owners; and

WHEREAS, after conducting extensive historic research and engaging the community for input and feedback, a Browne's Addition Local Historic District Nomination form, Browne's Addition Local Historic District Inventory Resource Forms, and Browne's Addition Design Standards and Guidelines have been developed for adoption of the district to the Spokane Register of Historic Places and for the formation of the Browne's Addition Historic District Overlay Zone; and

WHEREAS, formation of a historic district provides numerous property owners with the financial benefit associated with historic preservation tax incentives when they invest substantially in their property without the requirement of having to individually list their home or building; and

WHEREAS, 54 percent of the owners of developable parcels within the district boundaries have voted in favor of forming the Browne's Addition Local Historic District Overlay Zone; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 17D.100.280 to Chapter 17D.100 SMC to read as follows:

17D.100.280 Browne's Addition Local Historic District Overlay Zone

A. Purpose.
This special overlay zone establishes a local historic district in Browne's Addition under section 17D.100.020. This overlay zone sets forth standards and guidelines that will maintain the historic character of the district through a design review process.

B. Designation of Districts.
Along with individual properties, contiguous groups of properties can be designated as local historic districts on the Spokane Register of Historic Places.
1. The process for designation of local historic districts is detailed in Chapter 17D.100.
2. Local historic districts are displayed as an overlay zone on the official zoning map and its title and purpose are adopted as an ordinance under Title 17C. See the Browne's Addition Local Historic District Overlay Zone Map 17D.100.280-M1.

C. Certificate of Appropriateness Review.
The certificate of appropriateness review process for the Browne's Addition Local Historic District helps insure any alterations to a building do not adversely affect that building's historic character and appearance, or that of the historic district. The process is conducted by the Spokane Historic Landmarks Commission as detailed in "Browne's Addition Historic District Design Standards and Guidelines."
1. The District Design Standards and Guidelines assist property owners through the design review process by providing the following:
   a. District-wide design standards and guidelines,
   b. Specific design standards and guidelines for single-family contributing structures,
   c. Specific design standards and guidelines for multi-family contributing structures,
   d. Specific design standards and guidelines for non-contributing structures,
   e. Design standards and guidelines for new construction, and
   f. Demolition review criteria for properties within the district
2. The Browne's Addition Design Standards and Guidelines require property owners to apply for and receive a Certificate of Appropriateness for

proposed exterior changes to properties within the district as outlined in the Browne's Addition Historic District Design Standards and Guidelines and under sections 17D.100.200-220.

D. The Browne's Addition Design Standards and Guidelines are intended to provide guidance for decision making by both the property owner when undertaking work within the Browne's Addition Local Historic District and the historic preservation officer and commission when issuing certificates of appropriateness in the district. The Browne's Addition Design Standards and Guidelines are not development regulations but are instead used to assist the historic preservation officer and commission making decisions in accordance with the Secretary of Interior's Standards Rehabilitation. Final decisions of the HPO or the commission are based on the Secretary of Interior Standards for Rehabilitation (Department of Interior regulations, 36 CFR 67). The following Standards for Rehabilitation are the criteria used to determine if a rehabilitation project qualifies for a certificate of appropriateness. The intent of the Standards is to assist the long-term preservation of a property's significance through the preservation of historic materials and features. The following Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

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

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

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

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

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

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

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

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

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

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

E. The Browne's Addition Historic District Design Standards and Guidelines, which are incorporated by reference and included as Appendix A are adopted.

PASSED BY THE CITY COUNCIL ON _____, 2019.

_____
Council President

Attest:

_____
City Clerk

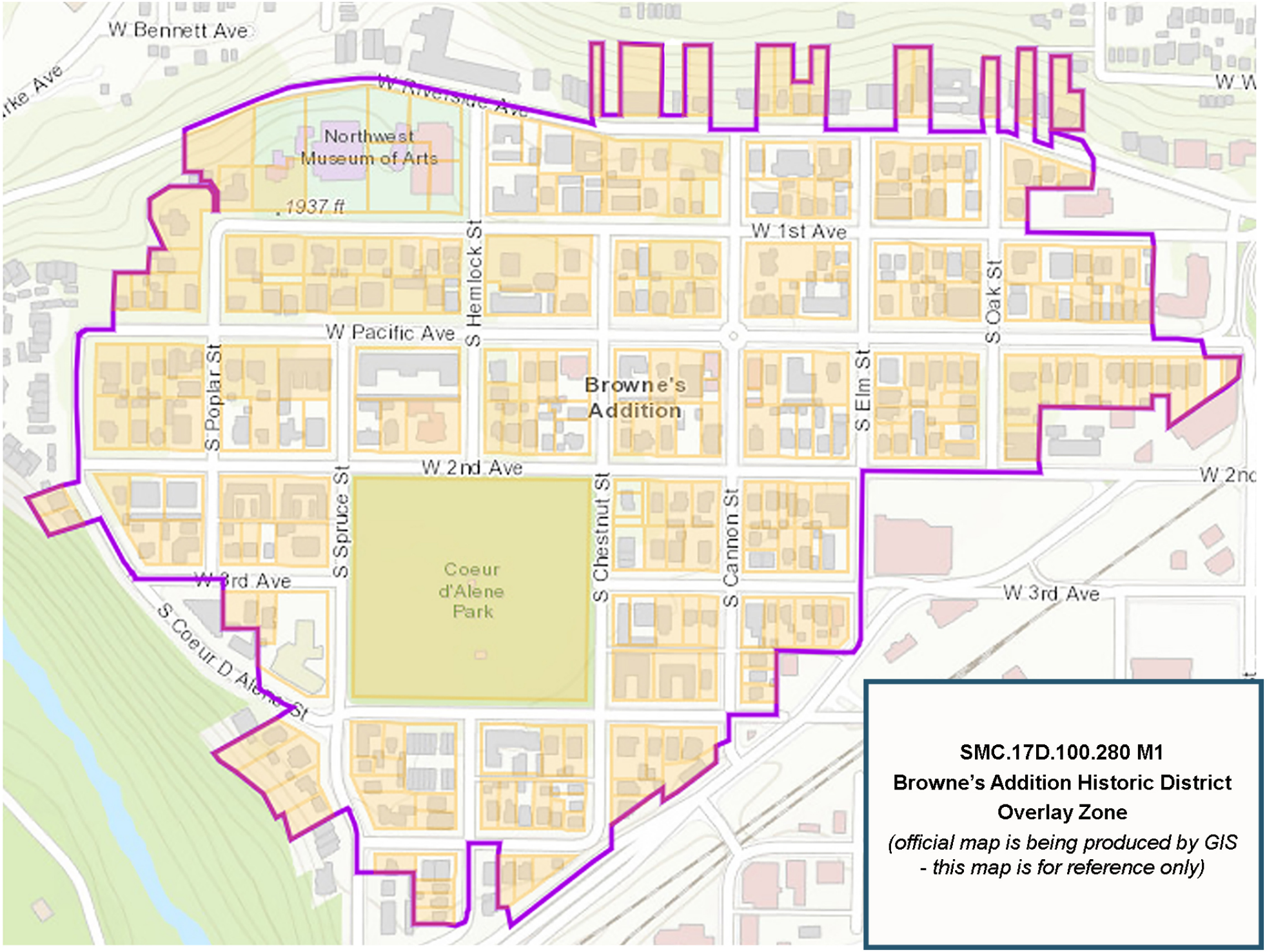
_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date


W Bennett Ave
W Riverside Ave
Northwest Museum of Arts
1937 ft
W 1st Ave
S Hemlock St
S Oak St
W Pacific Ave
S Poplar St
Browne's Addition
S Elm St
W 2nd Ave
S Spruce St
S Chestnut St
S Cannon St
Coeur d'Alene Park
W 3rd Ave
S Coeur D Alene St
SMC.17D.100.280 M1
Browne's Addition Historic District Overlay Zone
(official map is being produced by GIS - this map is for reference only)

Browne's Addition Historic District

Design Standards & Guidelines

BROWNE'S ADDITION HISTORIC DISTRICT DESIGN STANDARDS AND GUIDELINES

ADOPTED BY THE CITY OF SPOKANE

ADD DATE

Authored by Borth Preservation Consultant, LLC and Betsy H. Bradley

ACKNOWLEDGMENTS

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CHAPTER 1
INTRODUCTION

The Spokane Historic Preservation Program: Purposes and Incentives

The City of Spokane (City) recognizes that the maintenance and preservation of historic landmarks and historic districts benefits all people in Spokane by preserving our City's history and unique culture. The City recognizes, protects, enhances and preserves those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the City and County as a public necessity.

The intent of these efforts is – particularly in the Browne's Addition Historic District – to keep historic buildings in use and the historic character of the district intact through listing on the Spokane Register of Historic Places; incentivize rehabilitation; and review changes to historic properties, as well as demolition and new construction.

Spokane Register of Historic Places

The Spokane Register of Historic Places is our local government's official list of properties that have been designated as significant contributors to the historical development of Spokane. The Register was established by ordinance in both the City and County of Spokane in 1981 and 1982, respectively. These ordinances make the City/County Historic Landmarks Commission (SHLC) responsible for the stewardship of historically and architecturally significant properties.

Eligibility for the Spokane Register is determined by at least one of the following categories:

- **Category A:** Those structures that are associated with events that have made a significant contribution to the broad patterns of our local history; or
- **Category B:** That are associated with the lives of persons significant in our past; or
- **Category C:** That embody the distinctive characteristics of a type, period, or method of construction, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- **Category D:** That have yielded, or may be likely to yield, information important to prehistory or history; or
- **Category E:** That represent the culture and heritage of the City of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

An additional eligibility requirement is that the property is 50 years of age or older or have "exceptionally significant" qualities despite their age.

1905 W Pacific Ave: the Dwight House

Nominations to the Spokane Register must be accompanied by owner consent. All property types listed in/on the Spokane Register are subject to design review.

Spokane Register Historic Districts

Historic Districts are one of the property types that can be listed on the Spokane Register. Historic districts are generally areas of the city that residents clearly see represent a time and place of the past due to a concentration of buildings of the same type or from the same time period. Most districts have similar buildings forming consistent streetscapes and commercial buildings or houses built during period of time recognized as a "period of significance" or heyday period. This time period can vary in length from a few years to decades. The nomination of the Browne's Addition Local Historic District explains its history and period of significance.

The properties in Spokane Register Historic Districts are categorized as contributing or non-contributing to the significance established for the district in the nomination document.

Contributing properties within these districts shall follow all the required procedures [for an individually listed property on the Spokane Register]. Proposed work on these properties is covered in Chapters 4 and 5 of this document.

In the case of non-contributing properties, classified as such because of loss of historic integrity, the guidance in Chapters 3, 4 and 5 can be used to reverse the loss of historic design elements of the building. If enough work is completed to restore the historic character of the building, it could move into the contributing category. A property owner should consider this possibility and the benefits of that change in status before planning major changes to a non-contributing property with loss of historic integrity.

In the case of non-contributing properties, classified as such because of age as they were built in the district after the end of the period of significance, 1950 – the Historic Preservation Office (HPO) will review work that occurs on the street facing façade of the non-contributing building. Part 6 provides guidance for such work.

All new construction within a Spokane Register Historic District will be reviewed by the SHLC, based on the standards presented in Chapter 7: New Construction.

The SHLC has the role of recommending these standards and guidelines to the City Council for adoption and then interpreting and applying them in a fair and consistent manner. The SHLC is committed to use them with flexibility, when warranted, and to make defensible judgments when reviewing applications in order to arrive at solutions that are appropriate for each individual instance. The SHLC has the opportunity, and responsibility, to consider exceptions to the standards. The SHLC has long held to the position that an approval of a proposal is building-specific only and that it is not establishing precedent when it approves an alternative solution for meeting the intent of rehabilitation.

Under the provisions of the Spokane Municipal Code 17D.100, the SHLC, through the HPO, is directed to issue Certificates of Appropriateness, or "COAs." Design Review is the process through which the SHLC and HPO staff review proposed changes to Spokane's listed historic resources and use standards and guidelines adopted by ordinance.

Under the same section of the Municipal Code, the SHLC and HPO staff are directed to review the proposed demolition of properties within the boundaries of Spokane Register Historic Districts. The code provides some criteria for consideration and Chapter 8 provides some additional factors to be considered in demolition review in Browne's Addition.

Certificates of Appropriates (COAs) are required for:

- Any work that affects the exterior of a historic, contributing property; or the street-facing side of a non-contributing property;
- New construction, alterations or additions; and
- Demolition.

This document constitutes the standards for the Browne's Addition Spokane Register Historic District. It is based on the approaches used to review any work done on the exterior of the property within a Spokane Historic District although Standards may vary somewhat from district to district.

Incentives

The City has available several incentives to recognize that investing in privately-owned historic buildings for heritage reasons has benefits for residents and visitors. These incentives are tied to a property being listed on the Spokane, or local, Register and available to owners of contributing properties in Browne's Addition Local Historic District.

Special Valuation Program

The Special Valuation Program is an important benefit of owning and rehabilitating a contributing property in the Browne's Addition Local Historic District. The program provides a means to reduce property taxes for 10 years after rehabilitation work has been completed. The program has several requirements but can be successfully used through planning and communication with the HPO.

Carefully review the information at http://www.historicspokane.org/incentives and contact the Spokane Historic Preservation Office if you are interested in using this program.

Program Basics

- The program includes a revision of the assessed value of a contributing property in the Spokane Register District that deducts, for ten years, approved rehabilitation costs.
- The reduction in property taxes appears two years after the approval of the application.
- Rehabilitation costs must total 25% or more of the assessed valued of the structure (not the land) prior to rehabilitation.
- The issuance of a Certificate of Appropriateness (COA) means that the work meets the standards of review for the program.
- Work must be completed within the 24-month period prior to application to the County Assessor's Office.

1631 W First Ave: showing decorative shingles, brackets and moldings.

Other Historic District Benefits

More information on these programs can be found at: http://www.historicspokane.org/incentives.

- The HPO administers a grant program to provide matching funds for the improvement of the street-facing façades of contributing properties in historic districts.
- The HPO administers a Pilot Sidewalk Improvement Grant program to mitigate the cost of improvements or repairs to sidewalks adjacent to contributing resources in the historic district, made in conjunction a historic rehabilitation project.
- Income-producing contributing properties in the district are eligible for use of the 20% Federal Historic Rehabilitation Tax Credit program.
- A permit allowing a non-conforming use may be granted to an historic property – a contributing property in a historic district – by the Hearing Examiner.
- Relief from building code requirements that affect historic features of a building may be granted to historic properties – contributing properties in a historic district – by local code enforcement officers.

Consult the HPO website historicspokane.org/incentives for up-to-date information on incentives for historic preservation.

When work is reviewed

The property owner, and/or agent, is the only person that proposes work on buildings in the historic district. District designation is not a basis for the City or Spokane, Historic Preservation Office, Building Inspector, or neighborhood residents to ask or demand that an owner undertake work on a historic property.

The owner proposes work and the Historic Preservation Office and Landmarks Commission reviews and approves it through a Certificate of Appropriateness.

CHAPTER 2

USING THESE STANDARDS & GUIDELINES

The SHLC is mandated to use standards in its judgement in reviewing proposed work for COAs in accordance with the Secretary of Interior's Standards (SMC 17D.100.210.D-6). In summary, the Secretary of the Interior's Standards for Rehabilitation constitute the "standards" in this document, while the additional guidance represents the "guidelines" for decision making both by property owners when undertaking work within the district and the HPO and SHLC when issuing COAs in the district.

The Secretary of the Interior's Standards for Rehabilitation define what are considered to be "appropriate rehabilitation projects." The Browne's Addition Historic District Standards & Guidelines document expands and customizes these more general standards. The guidelines are the basis for evaluating applications for COAs, and assist applicants in understanding the Commission's decision-making process. All Certificate of Appropriateness decisions will reference both the corresponding Secretary's Standard(s) as well as the guidance under which the decision was made.

THE STANDARDS FOR REHABILITATION

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

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

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

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

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

8. Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

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

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

What is Design Review?

Design Review is the process that helps ensure any alterations to a building do not adversely affect that building's historic character and appearance, or that of an historic district. When property owners in Browne's Addition propose exterior work and apply for a building permit they also apply for a Certificate of Appropriateness (COA). Review for a COA is done in terms of this document, the Browne's Addition Historic District Standards & Guidelines by the HPO and possibly the SHLC. A chart showing most types of work and the requirement for review is included as Appendix V: Design Review Chart.

When is Design Review Required?

As for all properties listed in the Spokane Register, design review is required for all exterior changes to properties within the historic district. This includes properties in both categories:

- **Contributing:** all exterior changes in terms of historic character
- **Non-Contributing:** all exterior changes on the street facing façade(s) in terms of avoiding intrusive changes

Basics

- Exterior changes may include some work that does not require a building permit, but still needs a COA.
- Exterior changes may include mostly interior work that has some exterior components.
- Work undertaken without a permit will be a violation.
- Violations must be cleared through review and receipt of a Certificate of Appropriateness, or COA.
- Work defined as maintenance does not require a COA.

Changes to the interiors of both contributing and non-contributing buildings will not be reviewed.

Understanding the Guidelines

The guidelines use a series of statements that indicate what is likely and not likely to be approved in a COA application.

- **Recognize** conveys approaches to understanding and keeping historic character.
- **Plan, Locate, Position, Design** mean use this guidance for work that is likely to be approved.
- **Keep, Retain, and Maintain** mean do not remove historic character features and materials.
- **Repair, Replicate and Replace** imply – if necessary – take such action.
- **Consider and Discuss** indicate that there is a range of solutions to give thought to and consult with the HPO.
- **Avoid** means that what is detailed is unlikely to be approved.

Certificate of Appropriateness (COA)

The Certificate of Appropriateness (COA) permit is used to both document the application for and approval of proposed work on properties. The name of this permit refers to compliance with historic district standards and guidelines or property management agreements by summarizing the nature of the work as appropriate.

- A COA must be received before a building permit can be issued.
- A COA must be issued before work is started.
- A COA must cover all proposed work.
- A COA approves specific materials and work, which will be documented on the permit and through associated plans and documents.

Spokane Register Only Permits

Some work that affects the historic character does not require a building permit in the City but may need a Certificate of Appropriateness.

This type of work includes (amongst others):

- Installing a front door
- Installing new porch railings
- Replacing historic features with replicas in composite materials

TIPS FOR RECEIVING A COA

- **Review the entire set of Browne's Addition Historic District Standards & Guidelines**
- **Understand the intent to maintain historic character and to avoid remodeling**
- **Plan a project with reference to the standards and guidelines**
- **Consult with the HPO about any clarity needed for the work to meet the standards**
- **Supply materials samples when needed**
- **Start work only after receipt of a COA**
- **Post the COA with other permits**
- **If project must be modified, consult with the HPO to see if a revised COA is needed**

Preliminary Review Process: New Construction Only

The HPO and SHLC offer the opportunity for a preliminary review of proposed new construction at a very early stage in project planning. A preliminary review approval indicates support for the project at the time it was presented. It is an introductory, or exploratory, review and approval of the parameters of the project, not its specific details. Even so, circumstances change that may alter the project and its context, or setting, that make that initial decision void. A preliminary review is a good-faith review and approval or denial of proposed new construction but does not ensure final project approval.

Preliminary review may be conducted when the proposed design is sufficiently developed so that the Commission has a specific proposal to review. Preliminary review should not be considered as part of a design-build process.

Preliminary review shall be based on:

- Site plans and elevations, showing setbacks, height of buildings of the setting or context;
- Proposed site plan for parcel, showing building footprint, access points, vehicle parking;
- Schematic elevations indicating number of stories;
- Schematic floor plans; and
- Material sample board only if final selection is proposed for review

If preliminary approval is withheld, the project must be revised sufficiently, as determined by the HPO, so that the SHLC could come to a different conclusion about its appropriateness as compatible new construction. Preliminary review for new construction is valid for two (2) years from the time that the SHLC grants preliminary approval. Preliminary review does not eliminate the need for further review that includes final plans and samples of all materials to be used on the exterior.

Maintenance

Property owners are encouraged to maintain buildings in good condition and can do such work without applying for a COA, but some work may require a City building permit:

- Tuck-pointing masonry,
- Repair or replacement of gutters or downspouts
- Painting of wood or metal elements and previously painted masonry,
- Repair, but not total replacement, of existing retaining walls, fences, steps, stoops, porches, decks or awnings, and
- Repair or replacement of a flat roof that cannot be seen from the street.

The following work is NOT considered to be maintenance and would require a COA:

- Installing new materials to conceal damage, such as using coil stock to cover deteriorated trim elements
- Extending or constructing new elements.

SUMMARY OF NEED FOR A CERTIFICATE OF APPROPRIATENESS (COA)

Permit Needed:	See Chapter:
Changes affecting exterior of contributing buildings	Single Family, Chapter 3 (Pg. 22); Multi-Family, Chapter 4 (Pg. 39)
Changes affecting façade of non-contributing buildings	Chapter 6 (Pg. 60)
Paint non-painted exterior materials	District-wide Standards (Pg. 51)
Replace front door	Single Family, Chapter 3 (Pg. 33); Multi-Family, Chapter 4 (Pg. 46)
Replace windows	Single Family, Chapter 3 (Pg. 34); Multi-Family, Chapter 4 (Pg. 47)
Replace roof	Single Family, Chapter 3 (Pg. 26); Multi-Family, Chapter 4 (Pg. 43)
Replace siding	Single Family, Chapter 3 (Pg. 24); Multi-Family, Chapter 4 (Pg. 41)
Install fence in front yard	Chapter 5 (Pg. 53)
Construct garage	Chapter 5 (Pg. 57)
Construct addition	Chapter 5 (Pg. 56)
Construct or replace porch	Single Family, Chapter 3 (Pg. 29); Multi-Family, Chapter 4 (Pg. 45)
Remove any features, including historic landscape ones (stone retaining walls)	Chapter 8 (Pg. 78)

NO PERMIT NEEDED

Work considered to be maintenance	**Install vegetation**
Paint already painted exterior materials	**Install new sidewalk**
Install sculpture, fountain, small artistic elements	**Install porch lighting and fans**
Install exterior lighting fixtures	

**See Appendix V for the Design Review Chart which shows typical work on buildings in historic districts and type of review required.

Enforcement and Violations

These standards and guidelines have been adopted as part of a City Ordinance. The Secretary of the Interior Standards for Rehabilitation have long been the SHLC's standards used for reviewing projects and issuing COAs. The guidelines in this document are intended to help expand and further articulate how the SHLC will use the standards when reviewing properties for COAs in Browne's Addition.

The Historic Preservation Office will issue a Stop Work Order when it becomes aware of (major) work being undertaken without a Certificate of Appropriateness. At that time, the property owner must submit an application for a COA. The HPO will issue a Violation Notice when it becomes aware of (major) work completed without a COA – even if the work meets the standards and guidelines. At that time, the property owner must submit an application for a COA.

Goals Lists

The Historic District Standards & Guidelines for the Browne's Addition Historic District are intended to provide a framework for making decisions that can be approved with COA. Overall, the Historic District Standards & Guidelines have the goal of maintaining the historic character features of the district and of the buildings that contribute to its historical and architectural significance.

Goals lists are included throughout the guidelines chapters to remind users of the most important factors to consider when planning and reviewing proposed changes, as not every type of project can be anticipated and covered in the standards and guidelines.

In particular, the standards and guidelines should be used to:

- Make design decisions that reinforce, rather than diminish, the vibrant and varied character of the neighborhood that relies on the existence of historic buildings erected during the period 1881-1950;
- Plan work that includes rehabilitation and perhaps the restoration of missing components of historic buildings in order to maintain historic materials and design elements, yet affords a range of possibilities;
- Plan maintenance and repair work that prolongs the life of historic components of buildings;
- Plan re-investment in buildings built after 1950 so that they remain compatible elements in the district;
- Consider the design of new buildings that are compatible within the historic streetscapes of the district; and
- Consider the continued use, rehabilitation of, or demolition of a building in the district.

Key Terms and Definitions

Historic Character Features

This term is used to refer to the district as an entity, as well as each property within it, as they contribute to the historic character of the Browne's Addition Historic District. This character is established by numerous small elements that convey authenticity, use of materials, building designs and adaptation to changing residential patterns. Together they establish a sense of place – a place different from nearby neighborhoods in the city and neighborhoods in other cities. As specific elements of a building's design convey its architectural and historical design, so too do the buildings convey the district's architectural and historical design as a neighborhood.

Rehabilitation

Rehabilitation is a broad type of work that prepares a building for future use while maintaining its historic character. Work often incorporates updating of some interior components, correction of deferred maintenance conditions, and making small changes that increase the functionality and amenities of the property. Rehabilitation is a flexible and functional approach to work on contributing buildings in Browne's Addition and provides the framework for these standards, which address the portions of a project on the exterior of a building.

Restoration

Restoration means undoing changes, adding lost elements, and stabilizing a building to a former, historic appearance and condition. Some property owners combine quite a bit of restoration into a rehabilitation project. Other times restoration is more limited. There is no requirement to restore lost components of properties.

Recreation

When porches or entrance components have been removed from a property, the owner may wish to recreate such elements. Recreation of the element does not require the exact replication of the historic design, which may not be known. Recreation can be based on a similar example in the district or be a simplified version of the element with typical components. When an element is well-documented and the new work will replicate the original, it is often referred to as reconstruction.

Remodeling and Renovating

These approaches may be appropriate for only non-contributing buildings in the district as these interventions change the historic character features of buildings. Remodeling includes intentional changes of design and materials. Renovating is similar and may involve more changes to interior spaces and mechanical elements. When these approaches are proposed for non-contributing buildings, they must be undertaken so that the renovation is complete in visible areas in order to avoid introducing visually distracting and incompatible buildings. For instance, if new siding materials are applied, the project must include all visible areas, even those minimally visible.

Residential Amenities

This term refers to a range of visible, permanent components of residential properties that are not the house or apartment building and include: fences, paving, outdoor spaces such as decks, secondary structures from garden sheds to chicken coops, and even solar energy panels. These amenities keep properties occupied and up-to-date and almost always can be placed on a property in a historic district.

Visibility

Visibility is considered carefully in historic districts in terms of the effect and extent of what is visible.

Minimally Visible: Elements that are technically visible – but seen from oblique angles or at a distance from the sidewalk – are minimally visible and do not affect the historic character of a property or the district. Often one cannot determine the material or details of a design of minimally visible elements. For these reasons, replacement materials and minor changes are appropriate at these locations.

Highly Visible: Elements that are visible and easily seen from the sidewalk are highly visible. Highly visible elements establish character and distinguish one building from another. They are on street-facing façades and the front portion of side facades when there is a generous side yard.

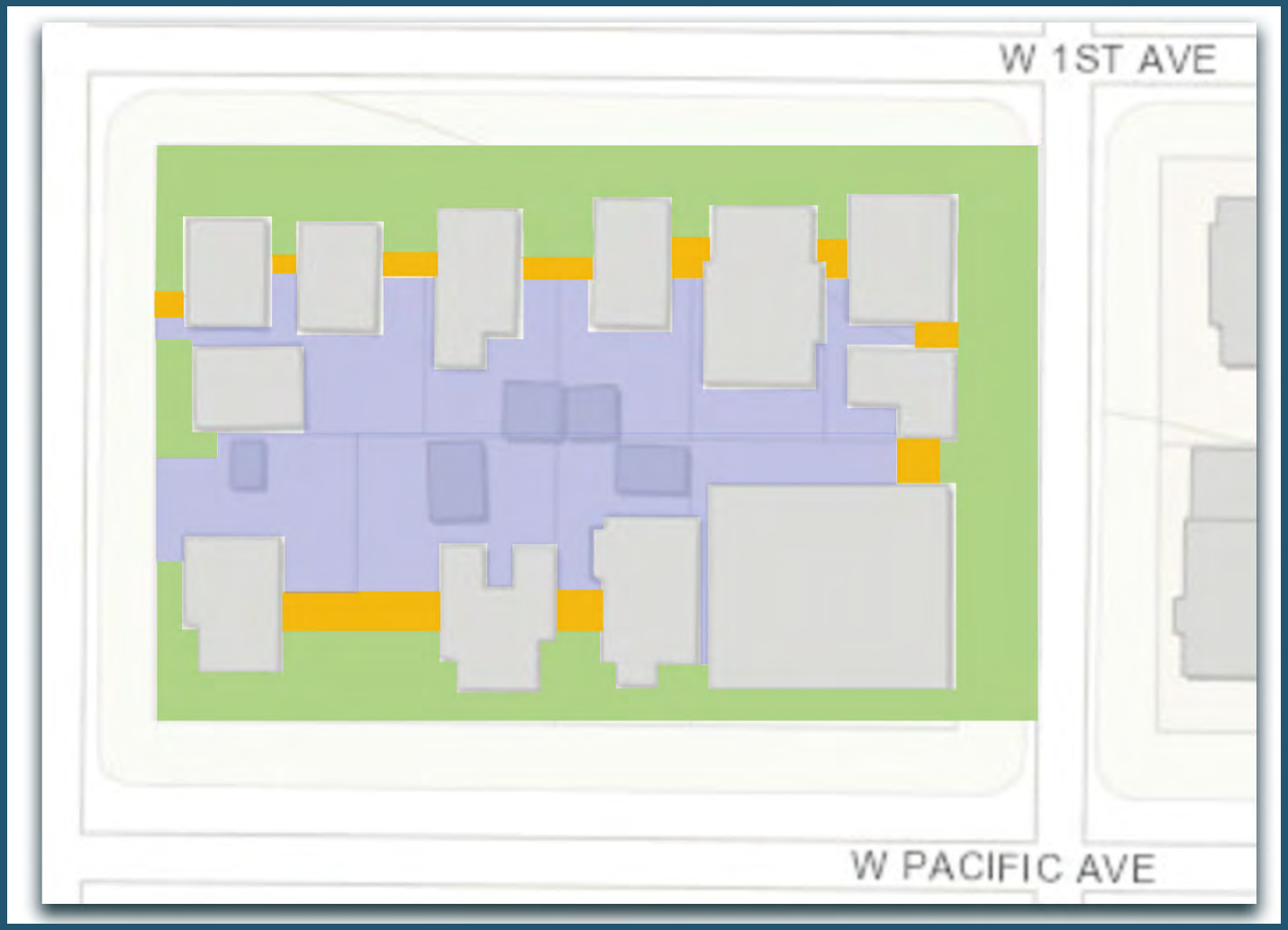
Visually Intrusive: Some elements are visually intrusive because they call undue attention to themselves, seem obviously added to a property, shift the emphasis of the visible character, or dominate views of buildings and streetscapes. One of the goals of these standards is to avoid the addition of visually intrusive elements in the district.

Using Visibility in These Standards

Visible areas of properties are addressed in two main ways. These diagrams show three common situations in Browne's Addition and the visible areas of the properties that are addressed in the guidelines:

- Buildings close together with only the façades as highly visible.
- Building set far back from the street so side views are distant – façade and first third or so of elevations highly visible and visible.
- Corner building – two street facing sides are highly visible and the rear façade is visible.

The following figure provides a visual example of the three levels of visibility to be used to determine appropriate materials and options.



KEY:

PUBLIC

SEMI-PUBLIC

PRIVATE

Corner and adjacent properties showing public, semi-public, and private areas of each property.

Public and Private Areas in the District

Properties in historic districts have public and private areas as well. Street-facing highly-visible portions of properties in historic districts contribute to the public perception of the district as a historic place and are thought of as "public." Highly visible areas are seen from the streets and sidewalks (not alleys) and hence are available to the public. These areas contribute to the historic character of the district.

Thinking in these terms helps property owners plan for additions and changes to be in the less-visible and private portions of their property. These private areas form a U-shape around the building as the rear yard and some of the side yard.

For corner properties, there is usually one obviously "rear" side of the building. Even though it is visible from the street, this portion of the building and its yard would be a private portion of the property. The side yard not adjacent to the street may also be a private area.

Historic Character Features of Browne's Addition Historic District

Browne's Addition is an accumulation of various historic single- and multi-family residential building types from the 1880s through 1950; more multi-family residential buildings from 1950s and 1960s; and a small number of later ones.

Streetscapes in the district display an historic urban residential pattern with the positioning of buildings set back from the public sidewalk with front lawns and often relatively narrow side yards. The historic urban residential pattern incorporates a mature tree canopy and other plantings that provide variety in the vegetation and shade for people, and enhance the experience of walking in the neighborhood.

The main goal of historic district standards and guidelines is maintaining the historic character of the buildings and the district.

The Browne's Addition nomination describes the historic character of the buildings and district as a whole.

The character is summarized here.

Browne's Addition District Historic Character

- Historic single-family dwellings of various sizes are oriented to the street with visible entrances and generous amounts of windows, and very often with front porches.
- Some historic single-family dwellings convey that they have been converted into multiple units and in that way, are clear signals of the change of residential patterns over time.

• Historic apartment buildings have single entrances and access to the outdoors via balconies or individual entrances to each unit

• The largest scale pre-1950 apartment buildings maintain the setbacks and sense of spatial organization dominant in the district. Many later apartment buildings do this also.

• Non-contributing multi-family buildings display various plans, entrance arrangements, and access to the outdoors.

• Properties provide for automobiles with curb cuts and garages on single-family properties and small on-site parking areas, often covered with carports, for apartment buildings and converted residences.

- There are no originally historic mixed-use buildings and residential use predominates.
- Commercial buildings are limited to the south side of West Pacific Avenue, flanking Cannon Street.

Basics for Compatibility: Contributing Buildings

Proposed changes to historic buildings are compatible if they do not reduce the historic character of the buildings. Such changes include undoing non-historic changes to buildings, replacing building parts that are not repairable with "in-kind" replacements, such as deteriorated wood windows with contemporary wood windows of the same size, configuration and operation, and providing residential amenities such as decks and additions in the least visible areas.

Basics for Compatibility: Non-Contributing Buildings

Proposed changes to non-contributing historic buildings are compatible if they do not result in incompletely remodeled building façades, introduce elements that are visually intrusive, and provide residential amenities, such as decks and additions.

Basics for Compatibility: New Construction

Many types of residential buildings have been built in the historic district, and consequently a variety of residential building types are compatible in the historic district, depending on a site's setting. New construction should maintain the street-orientation of residential units and continue the pattern of lawns and vegetation. The introduction of property types, including buildings set at the sidewalk as in central urban residential areas of a different type, have no precedence in the district.

Use of Buildings in Historic Districts

Design review in historic districts assesses physical changes made to buildings and – in general – does not address use. Design review may limit changes to public, character-defining areas of properties due to new uses.

The long-term preservation of buildings in historic districts requires that they be in use.

In recognition of this need, these standards and guidelines – and the Spokane Historic Preservation Program in general – supports the notion of adaptive re-use of historic buildings. The goal of historic districts – to maintain the historic character of an area – is not meant to control or limit the use of those buildings. As a matter of fact, historic designation in Spokane can be a way for property owners to petition for a conditional use of a building that may otherwise not be an allowed use in the neighborhood if it helps to keep the building viable and in use.

Adaptive Re-Use Basics

- Retain historic use or adapt for a new use that is a good fit.
- Recognize that buildings adapted for a new use do not need all expected features of that property type. For instance, a small church building re-used as a store usually does not have a storefront.
- Design adaptive use projects so that they maintain historic character features and; add and alter areas that are at the minimally visible, private areas of properties.

Adaptive Re-Use: Updating a building for new uses through rehabilitation

Examples:

- **Garage buildings adapted for breweries and retail spaces**
- **Churches adapted for restaurants or dance studios**
- **Historic residences adapted for offices and restaurants**

CHAPTER 3: EXISTING SINGLE FAMILY RESIDENTIAL

EXTERIOR WALLS: FOUNDATIONS, WALLS, SMALLER ELEMENTS

Goals

- Maintain historic character through exposed, well-maintained materials in highly-visible locations.
- Avoid coating of foundation materials rather than repairing and maintaining them.
- Repair and replace only damaged areas of exterior siding materials.
- Choose appropriate replacement materials and avoid imitative modern substitutes.
- Retain historic character of exterior elements, including chimneys.
- Avoid installation of intrusive elements.

Historic Character Features

- Above-grade foundation materials – basalt, granite or concrete – that convey times of construction and styles of buildings.
- Exterior wall materials that convey architectural style.
- Stone and brick masonry.
- Exterior portions of chimneys form and material.

Refer to Preservation Brief 8: Aluminum and Vinyl Siding on Historic Buildings: The Appropriateness of Substitute Materials for Resurfacing Historic Wood Frame Buildings

Exterior Basics

- Retain historic materials, when present, particularly those in highly visible locations.
- Repair and replace only damaged or deteriorated elements, as their condition is often varied due to location and exposure.
- Keep protective coatings – paint and stain – intact and use caulking to keep water out.
- Avoid applying "technical fixes" or waterproofing coatings and masonry paint due to problems they can introduce; instead repair and maintain using traditional techniques.
- Avoid remodeling a building by replacing exterior wall materials with other kinds of materials and incompatible finishes.
- Consult the Paint and Color Section in Part 5 when planning to paint or stain exterior materials.

Foundations

- Maintain mortar to protect stone foundations.
- Repoint foundations as needed with mortar appropriate for that location and replicating the style, texture and color of the historic mortar.
- Avoid applying parging coats or swaths of mortar over masonry rather than repairing brick and stone.

- Maintain concrete foundations in their original conditions and unpainted.
- Address problems before applying a parging coat, if necessary, to a concrete foundation, and maintain the natural concrete color and texture to replicate its original character.
- Avoid introducing non-traditional stone and brick colors to foundations through parging and painting.

Raised foundation/basement features

- Maintain window openings and sash in raised basements.
- If desired, block windows from the interior of the basement.
- Avoid use of glass block in basement windows on public, highly-visible facades.
- Add egress windows at minimally visible locations.
- Design basement access stairs to be unobtrusive.
- Avoid re-grading to create a walk-out basement a visible location.

Exterior Wall Materials

Non-Masonry

- Maintain exterior wall materials as historic character features, including trim elements: corner boards, fascia boards, trim pieces.
- Repair damaged sections of materials in-kind by replicating the dimensions, materials, and finish of the historic material.
- Consider in-kind replacement materials, if necessary.
- Replicate the dimensions, design and finish of materials.

1827 W Riverside Ave: This home is adorned with pediments and projecting eaves accentuated by scrolled brackets. Exterior cladding materials include wood clapboard and different styles of decorative shingles.

- Avoid changing the reveal – how much you can see – of wood siding and shingles.
- Consider replicating the material, particularly at highly-visible and eye-level locations, where it is easy to see what the material is.
- Consider non-historic materials if they replicate dimensions and finish of the historic materials and, for wood alternatives, they can be painted.
- Select materials that do not attempt to imitate wood grain, as wood grain is usually concealed with finishes when applied to the exterior of buildings.
- Install replacement materials to maintain the same relationship to window frames and other trim elements to avoid non-historic appearing flat facades. This may require the removal of existing materials.

Masonry

- Plan repointing projects to replicate the mortar in kind and not change character of the masonry.
- Use recommended mortar type for type of material and exposure.
- Avoid eye-catching repointing using poorly matched mortar.
- Employ experienced masons who can prepare joints, match and mix mortar, and replicate style of mortar placement.

MASONRY

- **Masonry consists of solid units – brick, stone, or terra cotta – and mortar that joins the units.**
- **Mortar is both a technical and design element of a masonry wall.**
- **Mortar is the weaker, more porous component and allows moisture to move out of the building.**
- **The color, texture, and placement, the style of the mortar, are part of the historic character of masonry.**
- **Portland cement mortar is not appropriate for historic masonry elements because it is too hard and may damage the structure over time.**

Refer to Preservation Brief 2: Repointing Mortar Joints in Historic Masonry Buildings for technical guidance

Chimneys

- Recognize that exterior chimneys are historic character features of exterior walls.
- Maintain materials of exterior chimneys as other masonry elements, exposed and in good condition.

Half-Timbering

- Recognize half-timbered walls as assemblies of wood boards embedded into stucco areas that may require frequent maintenance.
- Maintain the historic pattern and dimensions of wood elements and perhaps uneven surface.
- Maintain historic texture and color of stucco.
- Replicate in-kind if necessary, in materials, design, dimensions, color and finish.

Non-Historic and Replacement Materials

- Avoid installation of non-historic materials that would be considered remodeling.
- Maintain authenticity by avoiding installation of other historic materials that might have been used when the house was built – but were not.
- Avoid using replacement materials that attempt to imitate traditional ones and that have non-traditional textures.
- Use materials that can be sized to replicate historic materials dimensions and that can be painted.
- Select materials for the public, highly-visible façade and all visible and minimally-visible facades that are not vinyl or applied in the manner that vinyl siding is applied with moldings that keep the siding in place.

Wall Elements

- Recognize that small elements attached to walls, such as lighting fixtures, may not be historic character features but can be intrusive if not traditional in design and materials.
- Mount lighting fixtures in ways that limits damage to exterior wall material.
- Use traditional gutters and downspouts to convey water from the roof.
- Locate downspouts in their original locations or around the corner from the street-facing façade on the side wall.

EXTERIOR ASBESTOS SHINGLES

- **Asbestos is a material that must be handled with care.**
- **The standard advice for asbestos shingles on the exterior of buildings is to leave them in place.**
- **Asbestos shingles can be painted.**
- **Fiber-cement shingles have a very similar appearance to asbestos shingles and are an appropriate replacement material.**

CHAPTER 3: EXISTING SINGLE FAMILY RESIDENTIAL

ROOFS

Goals

- Maintain of historic character features of the original roof forms and materials.
- Avoid remodeling buildings with the use of roof materials different than those of the original.
- Preserve historic character chimneys.
- Provide framework for recreation of missing tower roofs.
- Retain historic character of smaller roof elements, including exposed rafters and purlins, braces, cornices, and treatment of overhanging eaves.
- Avoid installation of intrusive roof elements such as skylights, on other than flat roofs in highly visible areas.

Historic Character Features

- Roof shape, pitch and materials reflect the building type, time of construction and style of a residence.
- Complex roof forms generally are covered with one consistent roof material.
- Tower roofs with conical or dome shapes are often covered with a different material from the rest of the roof.
- Chimneys often have design features: corbeling, panels and decorative "chimney pots."
- Parapets edging flat roofs often have elements conveying the style of the building.

1725 W First Ave: The Glover House has probably the most distinctive corbeled exterior brick chimney in the district.

Roof Basics

- When present, retain the historic materials, particularly those on highly visible locations.
- Repair and replace only damaged elements of unusual roofing materials, including clay tile, metal, and slate.
- Avoid remodeling residences with the installation of novelty or brightly colored roof coverings.
- Plan to use Architectural Shingles with more depth and texture similar to historic wood and slate shingles on roofs with large expanses of roof that are part of the character of the house if those materials were used historically.
- Plan to use conventional asphalt shingles in a neutral color on roofs whose surfaces are not important design elements.
- Maintain and repair roof edging and eave elements and replace any missing elements in- kind.

Refer to Preservation Brief 4: Roofing for Historic Buildings

Roof Chimneys

- Recognize that some chimneys that rise from the roof are historic character features.
- Maintain materials of chimneys as other masonry elements, exposed and in good condition.
- When repair and limited reconstruction is necessary, re-create the form, height, corbeling, paneling and other character features of roof chimneys.
- Treat standard chimneys in minimally visible locations as important functional elements and maintain in good condition.

Recreation of tower roofs

- Consider the design and cost of any recreation of a tower roof project carefully.
- Use historic photographs of the house or similar houses in the district to plan the design of the tower and select traditional exterior materials.
- Avoid planning a "reinterpretation" of a tower roof as a remodeling of a historic character feature rather than base the new design on historic evidence found in the district.

Lowenberg-Roberts House, 1923 W. First Avenue: the house is capped with a complex roof composed of a hip roof with cross-gables on the north façade and west elevation, and a bellcast roof over the west elevation turret

Eaves of Sloped Roofs

- Retain all combined functional and ornamental elements of the eaves area: the underside of overhanging roofs, exposed rafter tails and purlin ends, brackets, assembly of trim boards called an entablature, and projecting elements as components of architectural style and historic character features.
- Avoid concealing deteriorated elements with thin sheet metal called "panning" or aluminum stock coil material. Instead, address deteriorated material and the cause of deterioration.

• Use existing elements as the sources for replacing missing ones in design, dimensions, and likely in material, although cast composite elements might be appropriate to use at the second story and above.

• Avoid redesigning architectural elements in these areas with the use of mass-produced elements that are not near replicas to historic elements.

Cornices

• Retain projecting cornices and all of their elements as important components of architectural style.

• Use existing elements as the sources for replacing missing ones in design, dimensions, and likely in material, although cast composite elements might be appropriate to use at the second story and above.

Dormers

Existing Dormers

- Retain visible components of dormers: walls, windows, small architectural elements and roofing as historic character.
- Retain contrasting wall material for dormer walls, if present in the historic building, and avoid applying roofing materials to dormer walls.
- Retain dormer roof shape and eave design.
- Retain any special windows in dormers.
- Follow guidance for windows replacement standards (see below) for dormer windows.
- Discuss whether dormer windows above the second story may be classified as not highly visible, depending on the distance from the street.
- Consider dormer windows in non-street-facing facades as minimally-visible or not-visible.
- Select dormer windows for conversion to egress points in least visible areas of the building and make minimal changes needed for egress.

New Dormers

- Plan to add new dormers to the uppermost story in non-visible and minimally-visible areas.
- Avoid planning new dormers for street-facing, highly visible roof slopes.
- Position new dormers towards the rear of the house on side-slopes of roofs.
- Select dormer siding and roofing materials to allow them to blend in with the historic elements of the house.
- Select window shapes and configurations that are traditionally used in dormers and that fill most of the dormer outward-facing.

Top: 2218-2222 W. Fifth Ave: Dormer on a polygonal bay roof
Left: 2301 W. Pacific Ave: building is capped with a cross-gable roof with narrow projecting eaves with bargeboards from which several cross gables and dormers

CHAPTER 3: EXISTING SINGLE FAMILY RESIDENTIAL

PORCHES AND ENTRANCES

Goals

- Maintain all intact historic porches and entrances as they are historic character features.
- Consider recreating as open porches those that have been removed or enclosed, as open porches were quite common in the district.
- Maintain historic materials at this highly-visible portion of houses.
- Avoid the remodeling of entrances and porches by removing them, enclosing them, or adding them where they did not historically exist.

Porches have a standard set of features that determine their character and should not be altered:

- **Depth, width and height of the covered area**
- **Location of steps**
- **Foundation material supporting the floor**
- **Elements between the floor and the roof: posts and railings**
- **Porch roof shape and materials**

Historic Character Features

The entrance to a residential property is always a historic character feature. It establishes or reinforces the style of the building and often uses high-quality materials that are experienced at and near eye level.

The entrance sequence for single-family houses in the Browne's Addition Historic District often includes a porch and an entrance.

- The porch, like a stoop, provides physical access to the entrance. **Porch** features include the design and materials of: steps, foundation, floor, balustrades, posts or columns; frieze below porch roof edge; and porch roof shape and materials.
- The entrance is where one enters the house. **Entrance** features include: surround (framing) design and materials; side and upper windows design and materials, and door design and materials.

Porch Basics

- Retain the historic components and materials of a porch, when present, if at all possible.
- Repair and replace only very deteriorated and damaged elements, retaining historic material when possible as condition is often varied due to location and exposure.
- Keep porch elements protective coatings – paint and stain – intact and use caulking to keep water out.
- Avoid the permanent installation of vinyl panels – solid or with clear panels – to enclose a porch unless the panels can be rolled and stored in a not-visible position

Refer to Preservation Brief 45: Preserving Historic Wooden Porches

Reopening an enclosed porch

- Reopening an enclosed porch can be a rewarding way to restore the historic character of the property.
- Consider carefully how much of the porch to reopen and, if possible, return it to its historic configuration.
- For completely enclosed porches, determine if historic posts and other elements were left in place when the porch was enclosed and look for elements that may remain on the property. Reuse any remaining elements or use them as guides for replacement elements.
- For partially enclosed porches, use posts, brackets, railings and other elements in the open porch area as basis for the design of replacement elements.

1819 W 1st Avenue: porch reconstruction

PORCH RAILINGS

- **Porch railings were common in some porch designs and were omitted in others. Historic porch railings were lower than modern, pre-fabricated ones that are often 36" in height.**
- **Substitute materials may be acceptable in porch railings if the dimensions and design are appropriate for the building**
- **Porch Railing Building Code Requirements:**
- **When the porch floor is less than 30" above grade, there is no requirement for a handrail or a handrail of a specific height.**
- **If a handrail is required, consider how to maintain historic handrail height and add an additional, little-noticed railing above it to meet code requirements or contact the SHPO to see if code relief may be obtained.**

Recreating a Porch

When there is no evidence of an historic porch design, use one of these approaches:

1. Copy a porch design from a nearby house that has the same style and size of porch.
2. Use available millwork components or brick masonry to complete a simplified version of a porch appropriate for, and of the same size as, the historic porch.
3. Create a porch space of the historic size with neutral, unobtrusive components with the emphasis on recreating the porch, rather than its design.
4. Recreate a porch floor at its original height, if it has been removed, by using evidence on the building
5. Use tongue-and-groove flooring to help a recreated porch to complement the historic house.

Porch Floor and Steps

- Maintain traditional material in place for porch steps: stone, brick and concrete.
- Replace irreparable stone steps in kind or with neutral concrete steps.
- Maintain the historic configuration of steps.
- Maintain the handrail location or add handrails at the sides of steps.
- Maintain slight slope of porch floors for water runoff.
- Replace partial or entire individual pieces of tongue-and-groove porch flooring as needed and maintain as much historic material as possible.
- Keep wood floor and steps painted and use sand in paint or non-slip material on steps.
- Keep concrete flooring uncoated to avoid trapping moisture under waterproof coatings.

Porch posts

Wood porch elements are often original character-defining features but are also exposed to the elements. When maintenance has been intermittent, changes throughout Browne's Addition have included replacement with masonry, other wood elements, boxed-in square columns, or columns of composite materials.

- Repair wood porch posts or columns with small wood Dutchmen repairs and use epoxy to strengthen wood material, as appropriate, and keep painted.
- Select replacement posts or columns to replicate height, use of bases and caps, as well as form and style of original posts, if possible.

Masonry posts and post bases

- Keep original materials in place and repoint as needed.
- Maintain original aesthetic and technical components of mortar.
- Keep masonry unpainted to maintain and expose historic character materials in highly visible areas.

Porch Railings

- Porch railings historically were wood, stone or cast stone, and porch walls at railing height were brick or stone.

1728 W. First Ave: Three-quarter width front porch with round columns resting on wood paneled bases supporting a hip roof with decorative gable peak.

- Maintain the original design of porch railings as they were integral to the porch design.
- Consider using cast stone porch balusters to replace deteriorated stone balusters of similar design and the same dimensions.
- Consider using composite materials to replace wood porch railings if they will receive paint.
- Avoid taller porch railings as they alter the proportions of the design.
- Delay purchasing mass-produced railings and columns until after the issuance of a Certificate of Appropriateness.

Porch Ceiling

- Keep wood ceilings, often tongue-and-groove, painted or varnished.
- Maintain moldings and decorative trim elements at ceiling and entablature areas to keep historic materials exposed near eye level.
- Avoid installing overlay materials (metal or vinyl) that conceal historic materials and trap moisture.

Porch Amenities

Porch lighting and fans do not require review or issuance of a Certificate of Appropriateness.

2425 W Pacific Avenue: porch with Ionic columns and masonry foundation

Tips for planning a porch re-creation:

- **Historic Sanborn fire insurance maps show the size of historic porches.**
- **Be restrained with the use of millwork on a new porch as it will all have to be painted.**

2208 W Pacific: The porch is constructed with cut-and-coursed basalt columns and railings supporting the shed roof with projecting exposed eaves.

Sun Porches and Second-Story Sleeping Porches

- Consider retaining portions of porches enclosed with windows as sun porches as an historic alteration.
- Select replacement windows for sun and sleeping porches that are appropriate for the style of the house and nature of the porch, using the Windows section of this document.
- Retain the traditional design of sun porches that have windows that are entire or partial window walls: use sash of one size; use a combination of operable and fixed units if desired; and avoid calling undue attention to the area.
- Retain the traditional design of sleeping porches on second stories that usually have consistent windows filling the upper walls above a low solid wall.

Entrance Basics

- Retain all historic elements of an entrance – framing and decorative components, windows if any, and door – as historic character features.
- Select a replacement door, if needed, in the appropriate style and with the appropriate extent of glazing for the age and style of the building.
- Retain historic doors, refinished if necessary, and re-glazed with clear glass if necessary.
- Retain decorative narrow side windows and transom or fan windows above doors as the framing, size, and decorative glazing are difficult to replicate.
- Keep all entrance elements rather than remove some, or add some, for a door of a different size.
- Select storm and screen doors to be appropriate for the style and age of the house and door.
- Avoid use of glass blocks in an entrance assembly to replace window sash.

ENTRANCE PITFALLS:

- **Doors of different style than the building.**
- **Purchase of mass-produced door or pre-hung door that cannot be used in historic opening.**
- **Removal of decorative wood framing elements and side windows.**
- **Not refinishing historic door for continued use.**
- **Failure to receive a building permit for replacing a front door and jamb.**

This home at 1915 W. Second was remodeled in 1936 and the original full-width front porch was removed and the entry portico was added.

CHAPTER 3: EXISTING SINGLE FAMILY RESIDENTIAL

WINDOWS

Goals

- Recognize that windows are one of the most important architectural features of a building and are a character element.
- Maintain the historic character of all windows in historic contributing buildings, particularly those in the special window category due to their distinct historic design and materials.
- Avoid replacing windows for energy conservation, as that is not necessary to control heat loss and there are other, more effective means to control heat loss.
- Avoid diminishing historic character and authenticity through the use of non-traditional window materials and windows of the wrong size for the opening.
- Maintain building fenestration, pattern of windows, with no additions or subtractions, except in minimally-visible and private locations.

Historic Character Features

Windows have several characteristics:

- Windows are openings of particular size and orientation vertically or horizontally.
- Window openings have frames that hold the sash in position and moldings that conceal the joints between sash and siding.
    - Frames have dimensions relating to the size of the opening and operation of the sash.
    - Moldings, including wood "brick molding," have profiles that add shadows, depth, and interest to historic façades.
- Window sash has various characteristics:
    - Material
    - Dimensions and amount of glazing
    - Configuration (number of sash in an opening and divisions in the glass)
    - Operation: hung, casement, fixed, awning

Original wood windows at the home at 1722 W Riverside Ave.

Refer to Preservation Brief 9:
The Repair of Historic Wood Windows

Window Basics

- Retain historic wood sash windows as a high-quality, well-performing material that cannot be replaced in kind as new wood is not as strong and durable.
- Repair damaged sections of window sash and framing elements.
- Consider the use of storm windows for heat retention.
- Avoid remodeling by changing major characteristics of windows.
- Plan to replicate any special window through custom fabrication.
- Avoid converting a door to a window or a window to a door in highly visible locations as this alters historic character.

TRUE DIVIDED LIGHTS

- Windows are divided into small sections of panes – lights – by wood or metal muntins.
- Specific patterns of muntins are closely aligned with some architectural styles and are hence design elements.
- Windows with decorative muntin designs are "special windows" and should be retained as they are difficult and expensive to replicate.
- Muntins provide depth of profiles and shadow lines: historic character.
- Simulated divided lights with snap-in or sandwiched grids do not replicate the character of historic sash and do NOT look the same.
- Sash with simulated divided lights is not appropriate in historic buildings in highly visible locations.

Ways to reduce heat loss at windows:

- **Use storm windows on the outside**
- **Seal all cracks around window frames that allow air and heat to leak out with caulking and weather-stripping**
- **Use interior curtains or install interior storm windows**
- **Explore whether double-glazed standard sash could be installed in existing window frames**

Other ways to reduce heat loss

- **Install insulation above ceilings in attic spaces and below floors in basements to provide barriers between heated and unheated spaces. Be sure to install insulation in the correct locations.**
- **Insulate exterior walls**
- **Improve efficiency of the heating system**

WINDOW TERMINOLOGY

- Special window: units that have decorative muntin patterns; leaded glass; etched, opaque and colored glass; curved glass.
- Standard window: units that are common, basic glass held in a simple wood frame.
- Muntins: narrow strips of wood that hold small panes of glass that may be decorative or simple.
- Mullions: wider divisions, usually wood, that separate each sash in a grouped sash assembly.
- Light: the pane of glass held by muntins that are often counted do describe windows, as in one-over-one (lights) or six-over-one (lights)
- Operation: refers to various ways to open windows, as in sliding up a hung sash, pushing casement sash out to the side, and pushing out a lever to open awning sash.

Planning a window replacement project:

- Consider sash replacement only and retain and reuse window frames and any brick molding.
- Select replacement windows as you would any expensive item: compare companies, windows and prices.
- Retain and replicate the historic character features of the entire window and its sash.
  - Retain historic size and shape of the opening.
  - Select windows that fill the opening without making it smaller.
  - Select windows that do not require a second set of framing elements as this reduces glazed area.
  - Retain window moldings as significant historic character features that can be repaired.
- Replicate any wood brick molding that covers the joint between the window and wall with millwork that replicates the historic molding on the building or is a reasonably close alternative design suitable for the style of the building.
- Select window sash that replicate the characteristics of the historic:
  - Very similar size of the overall window as well as components: top rail, bottom rail, side rails and muntins so that glazed area is very close to what it was historically.
  - Select sash that has the frame dimension patterns of historic sash, such as taller bottom rails for hung windows and casement sash.
  - Select sash with the same configuration: number of sash in a group and number of lights in a sash.
  - Select sash that has the same operation – how a window is opened – or, if fixed, appears to have the same operation.

VISIBILITY MATTERS:

- **Windows are important building elements positioned at and near eye-level.**
- **When windows are highly visible, as on a public street-facing façade, the material of the windows can be perceived: replicate the material of the historic sash as well as other design elements.**
- **When windows are visible on side elevations and are standard sash, alternative materials can be used if desired if all other aspects of the sash replicate the historic sash.**
- **When windows are minimally visible and standard in design, replicate the size, operation and configuration of historic sash; alternative materials can be used, and dimensions do not have to be as close to the original.**

Use Visibility and Location to Determine Materials

At ***highly visible*** and ***visible locations***, plan to replicate material or its character:

For wood windows use:

- Wood
- Metal clad wood
- Composite materials that replicate historic sash and can be painted

For metal windows use:

- Iron or aluminum

Replicate any special window that must be replaced with custom millwork so that it matches the historic window in design, size, operation, configuration, materials, and dimensions.

At ***minimally visible*** and ***not visible*** locations of the building:

For wood windows use:

- Wood
- Metal clad wood
- Composite materials that can be painted
- Vinyl

At ***private, not visible*** locations:

- Windows can be of any material, configuration, and operation.
- Windows can be replaced and are not reviewed for appropriateness.
- Openings may be enlarged; openings may be blocked.
- Doors may be converted to windows and windows to doors.

KEEP IN MIND: Historic houses were built with one type of window sash and therefore materials were consistent from room to room. While these standards allow for the use of sash of replacement materials in minimally visible areas, seeing different kinds of window materials on the interior may not be visually pleasing.

Storm Windows

New and replacement storm windows:

- Consider retaining existing storm sash.
- Select wood or metal storm windows.
- Select configurations of storm sash that replicate that of the window sash – with a framing element in the location of a meeting rail or mullion of casement sash.
- Consider using removable interior storm sash for casement windows.

New Windows in Highly-Visible and Visible Locations

- Avoid disrupting historic fenestration with the addition of new windows.
- In some cases, a new window can be added to appear to be part of the historic arrangement of openings on a side elevation.

Blocking and Changing Window Openings

- Plan to maintain all window openings and sash in highly visible and visible areas.
- Windows in visible areas may be shortened in height from the bottom to accommodate a kitchen layout.
- Plan blocking window openings and changing the size of windows carefully in minimally visible areas

Skylights

- Avoid adding skylight openings in street-facing sloped roofs, both main and secondary roofs.
- Position skylights in minimally visible or not visible portions of the main roof.

Highly visible locations: avoid the selection of vinyl windows.

The limitations of vinyl windows in meeting historic district standards:

- **Vinyl sash may not be available in historic dimensions and reducing the size of an opening to hold narrower or shorter sash is not appropriate.**
- **Vinyl sash does not replicate the dimensions of the taller bottom rail, has a flat appearance, often has meeting rails that do not meet, and true divided light designs are not available.**
- **Simulated muntins placed on the interior of the glass are not appropriate as they do not have the same appearance.**

This home at 1901 W First Ave has had significant window replacement work on the primary facade. Due to the new openings, vinyl replacements and siding changes, the property is no longer considered contributing to the district.

CHAPTER 4: EXISTING MULTI-FAMILY RESIDENTIAL

EXTERIOR WALLS: FOUNDATIONS, WALLS, SMALLER ELEMENTS

Goals

- Maintain the historic character through exposed, well-maintained materials that are historic character features in highly-visible locations.
- Avoid coating of foundation materials rather than repair and maintenance.
- Repair and replace damaged areas of exterior siding materials.
- Guide selection of replacement materials and avoid use of non-appropriate imitative materials.

Historic Character Features

- Above-grade foundation materials related to time of construction and style of buildings.
- Exterior wall materials related to architectural style.
- Relationship between stone and brick masonry and mortar.

Exterior Basics

- Retain the historic materials, when present, particularly those on highly visible locations.
- Repair and replace only very deteriorated and damaged elements, as condition is often varied due to location and exposure.
- Avoid applying "technical fixes" or waterproofing coatings and masonry paint due to problems they can introduce; instead repair and maintain masonry using traditional techniques.
- Avoid remodeling a building by replacing exterior wall materials with other kinds of materials and characteristics.

Foundations

- Maintain mortar in good condition to protect stone foundations.
- Repoint foundations as needed with appropriate mortar that replicates the style, texture and color of historic mortar.
- Avoid applying parging coats or swaths of mortar rather than repairing or replacing brick and stone.
- Maintain concrete foundations in their original conditions and unpainted.
- Address problems before applying a parging coat if necessary, to a concrete foundation, maintaining the natural concrete color and texture to replicate its original character.
- Avoid introducing non-traditional stone and brick colors to foundations through parging and painting.

Raised foundation/basement features

- Maintain window openings and sash in raised basements.
- Avoid use of glass block in basement windows on public, highly-visible facades.
- Avoid re-grading to create a walkout basement in a visible location.

Refer to Preservation Brief 8: Aluminum and Vinyl Siding on Historic Buildings: The Appropriateness of Substitute Materials for Resurfacing Historic Wood Frame Buildings

Exterior Wall Materials

Non-Masonry

- Maintain exterior wall materials as historic character features, including trim elements: corner boards, fascia boards and trim pieces.
- Repair damaged sections of materials in-kind – replicating the dimensions, materials, and finish of the historic material.
- Consider in-kind replacement materials, if necessary.
    - Replicate the dimensions, design and finish of materials.
    - Avoid changing the reveal – how much you can see – of wood siding and shingles.
    - Consider replicating the material, particularly at highly-visible and eye-level locations, where it is easy to see what the material is.

The Kellner's Flats apartment building at 1617 W Pacific Ave retains wood clapboard siding and sits on a raised basalt foundation.

EXTERIOR ASBESTOS SHINGLES

- **Asbestos is a material that must be handled with care.**
- **The standard advice for asbestos shingles on the exterior of buildings is to leave them in place.**
- **Asbestos shingles can be painted.**
- **Fiber-cement shingles have a very similar appearance to asbestos shingles and are an appropriate replacement material.**

- Consider non-historic materials if they replicate dimensions and finish of the historic materials. Finish means materials that accept paint for wood alternatives.
- Select materials that do not attempt to imitate wood grain, as wood grain is usually concealed with finishes when applied to the exterior of buildings.
- Apply replacement materials to maintain the same relationship to window frames and other trim elements to avoid non-historic appearing flat facades. This may require the removal of existing materials.

Masonry

- Plan repointing projects to replicate mortar in-kind and not change character of the masonry.
- Use recommended mortar for type of material and exposure.
- Avoid eye-catching repointing using poorly matched mortar.
- Employ experienced masons who can prepare joints, match and mix mortar, and replicate style of mortar placement.

Chimneys

- Recognize that exterior chimneys are historic character features of exterior walls.
- Maintain materials of exterior chimneys as other masonry elements, exposed and in good condition.
- Recognize that some chimneys that project through the roof convey architectural style and maintain as historic character features.
- Treat standard chimneys in minimally visible locations as important functional elements and maintain in good condition

Half-Timbering

- Recognize half-timbered walls as assemblies of wood boards embedded into stucco areas that may require frequent maintenance.
- Maintain historic pattern and dimensions of wood elements, and perhaps uneven surface.
- Maintain historic texture and color of stucco.
- Replicate in-kind if necessary, in materials, design, dimensions, color and finish.

Non-Historic and Replacement Materials

- Avoid installation of non-historic materials that would be considered remodeling.
- Maintain authenticity of the historic design by avoiding installation of other historic materials that might have been used when the house was built – but were not.
- Avoid using replacement materials that imitate traditional ones and that have non-traditional textures.
- Use materials that can be sized to replicate historic materials dimensions and that can be painted.
- Select materials for the public, highly-visible façade and all visible and minimally-visible facades that are not vinyl or applied in the manner that vinyl siding is applied with moldings that keep the siding in place.

This multi-family apartment building at 1714 W Pacific is clad with stucco that has been applied over the original brick; that, combined with complete window replacement, has resulted in its non-contributing status.

Wall Elements

- Recognize that small elements attached to walls such as lighting fixtures may not be historic character features but can be intrusive if now traditional in design and materials.
- Use traditional gutters and downspouts to convey water from the roof.
- Locate downspouts in their original locations or adjacent to the street-facing façade on the side wall.
- Mount lighting fixtures in ways that limit damage to exterior wall material.

MASONRY

- **Masonry consists of solid units – brick, stone, or terra cotta – and mortar that joins the units.**
- **Mortar is both a technical and design element of a masonry wall.**
- **Mortar is the weaker, more porous component and allows moisture to move out of the building.**
- **The color, texture, and placement, the style of the mortar, are part of the historic character of masonry.**
- **Portland cement mortar is not appropriate for historic masonry elements because it is too hard and may damage the structure over time.**

Refer to Preservation Brief 2: Repointing Mortar Joints in Historic Masonry Buildings for technical guidance

The Marlboro Apartments at 180 S. Cannon Street is an elegant masonry building accentuated with arched window lintels with key-stones, raised frieze trim, and a projecting terra cotta belt course.

CHAPTER 4: EXISTING MULTI-FAMILY RESIDENTIAL

ROOFS

Goals

- Maintain the historic character of original roof forms and materials.
- Avoid remodeling buildings with the use of roof materials different than those of the original.
- Retain parapets surrounding flat roofs in original dimensions, configuration and materials.
- Retain smaller roof elements on pitched roofs.
- Avoid installation of intrusive roof elements such as skylights, decks on other than flat roofs.

Historic Character Features

- Roof shape, pitch and materials reflect the building type, time of construction and style of a residence.
- Parapets edging flat and low-pitched roofs serve as visual terminations of the façade and protect flat roofs.

Roof Basics

- When present, retain the historic materials, particularly those on highly visible locations.
- Repair and replace only damaged elements of unusual roofing materials, including clay time and slates.
- Plan to use conventional asphalt shingles in a neutral color on roofs whose surfaces are not important design elements.
- Maintain and repair roof edging elements and replace any missing elements.
- Recognize that parapets are both wall and roof elements, as they are the termination of the walls that edge flat roofs.

The Italian Renaissance style apartment building at 2306 W Pacific Avenue stands three stories tall in a rectangular plan that is capped with a flat roof edged with parapets exhibiting a dentilated cornice

- Retain historic configuration of parapets as they have important functional and aesthetic functions.

Eaves of Sloped Roofs

- Retain all combined functional and ornamental elements of the eaves area: the underside of overhanging roofs, exposed rafter tails and purlin ends, brackets, assembly of trim boards called an entablature, and projecting cornice elements as components of architectural style and historic character features.
- Avoid concealing deteriorated elements with “panning” or aluminum stock coil material rather than addressing deteriorated material and the cause of deterioration.

- Use existing elements to replace missing ones in design, dimensions, and likely in material, although cast composite elements might be appropriate to use at the third-story and above
- Avoid redesigning architectural elements in these areas with the use of mass-produced elements that are not near replicas to historic elements.

Parapets

- Retain all parapets, the low walls rising above flat or nearly flat areas of roofs as architectural features.
- Rebuild any missing areas of parapets to the original height using in-kind materials.
- Maintain a water-shedding terminating element at the top edge – a coping – and replace in-kind with masonry or other material.
- Avoid replacing parapet coping with sheet-metal bent to fit the wall.
- Avoid redesigning parapets with the use of additional materials, decorative elements, or change in height.

Cornices

- Retain projecting cornices and all of their elements as important components of architectural style.
- Use existing elements to replace missing ones in design, dimensions, and likely in material, although cast composite elements might be available and appropriate to use at the third-story and above.

Flat Roof Elements

- Retain roofline with no upward projecting elements if possible as many apartment buildings do not have elevators and shaft enclosures rising above flat roofs.
- Position any new equipment or shaft enclosures in not-visible or minimally-visible locations.
- Plan any roof amenities, as decks with lighting, to be minimally-visible or not-visible from adjacent sidewalks.
- See Additions (Chapter 5) for standards for adding usable space on the roof.

Dormers

See Single-Family Residence (Chapter 3) Roof Section for Standards for Dormers

The Renaissance Revival style Elm Apartments at 1905 W Second Avenue stands three stories tall and is capped with a flat roof with projecting eaves and a prominent stone cornice.

CHAPTER 4: EXISTING MULTI-FAMILY RESIDENTIAL

ENTRANCES

Goals

- Maintain the historic character of all entrances.
- Maintain historic materials at this highly-visible portion of buildings.
- Avoid the remodeling of entrances.
- Provide guidance for designing increasing accessibility at an entrance.

Historic Character Features

The entrance to an apartment building is always a historic character feature. It establishes or reinforces the style of the building and often uses high-quality materials that are experienced at and near eye level.

- Apartment building entrances are often recessed with an exterior vestibule rather than a porch to shelter the entrance and may have steps and a handrail.
- Often, entrances exhibit high-quality materials for wall materials, doors, hardware, signs and mailboxes.
- The entrance likely consists of a surround (framing) with character-defining design and materials, including side and upper windows and doors.
- When there are steps to the entrance, their design and material are historic character-defining features.

Entrance Basics

- When present, retain the historic components of the entrance if at all possible.
- Repair and replace only deteriorated or damaged elements, retaining historic material when possible, as condition is often varied due to location and exposure.
- Retain exposed exterior vestibule walls and maintain them as exterior materials.
- Retain exterior vestibule flooring, which likely is historic masonry material.
- Retain exterior vestibule ceiling as historic material and without lowering its height.
- Retain historic lighting fixtures, signs, mailboxes, even if not in use.

The entryway of the Avenida Apartments at 2009 W Pacific remains unaltered.

Entrances and Doors

- Retain all elements of the entrance – framing and decorative components, windows if any, and doors – as historic character features.
- Retain doors and replace in kind – materials, extent of glazing, configuration – if necessary.
- Retain historic doors, refinished if necessary, and re-glazed with clear glass if necessary.
- Retain decorative narrow side windows and transom or fan windows above doors as the framing, size, and decorative glazing are difficult to replicate.
- Keep all entrance elements rather than remove some, or add some, for a door of a different size.
- Select storm and screen doors appropriate for the style of the building and door.
- Install awnings appropriate in scale, made of canvas, and traditional in design with a front slope and avoid newer forms and materials and designs that are overly conspicuous.
- Install entrance canopies of traditional design and materials, in a pleasing scale for the entrance.

Guidance for Creating Accessibility

- Plan accessibility projects with a professional knowledge about the range of solutions so that the design of the project considers alternatives.
- Consider changing grade of pavement to eliminate one step.
- Design any ramp to be as integrated into the design of the entrance and its landscaping as possible.
- Select ramp railings to coordinate with the style of the building and materials of the entrance.
- Redesign entrance configuration to provide a wider opening, while retaining as much of the historic configuration as possible.

The entryway of the apartment building at 2230 W Pacific has a mix of historic and modern elements.

Left: The Buckman Apartment building at 1824 W First Ave features a distinctive entryway with multi-colored patterned brick and original door and windows.

CHAPTER 4: EXISTING MULTI-FAMILY RESIDENTIAL

WINDOWS

Goals

- Recognize that windows are one of the most important architectural features of a building and are a defining element of historic buildings.
- Recognize that in some styles of apartment buildings, including Minimal Traditional, windows contribute significantly to historic character as there are few other architectural elements.
- Maintain the historic character of all windows in historic contributing buildings, particularly those in the special window category due to their distinct historic design and materials.
- Avoid replacing windows for energy conservation, as there are other, more effective means to control heat loss.
- Avoid diminishing historic character and authenticity through the use of non-traditional window materials and windows of the wrong size for the opening.
- Maintain building fenestration with no additions or subtractions, except in minimally-visible and private locations.

Historic Character Features

- Apartment buildings are more likely to have fenestration patterns related to the interior layout of units and perhaps a special, larger stair-hall window.
- Windows are likely to be uniform throughout the building in material, design, and operation, per location in the unit and hence uniformity is a historic character feature.
- Windows have several characteristics:
  - Windows are openings of particular size and orientation vertically/horizontally.
  - Window openings have frames that hold the sash in position and moldings that conceal the joints between sash and siding.
  - Frames have dimensions relating to the size of the opening and operation of the sash.
  - Moldings have profiles that add shadows, depth, and interest to the historic façade.

The duplex at 142-144 S. Poplar Street retain original wood 1:1 double hung windows.

- Window sash has various characteristics:
  - Material
  - Dimensions and amount of glazing
  - Configuration (number of sash in an opening and divisions in the glass)
  - Operation: hung, casement, fixed, awning

See Chapter 3: Single Family Residential Windows for more information on windows.

Window Basics

- Retain historic wood sash windows as a high-quality, well-performing material that cannot be replaces in kind as new wood is not as strong and durable.
- Repair damaged sections of window sash and assemblies.
- Consider the use of storm windows for heat retention.
- Avoid remodeling by changing major characteristics of windows.
- Plan to replicate any special window through custom fabrication.
- Avoid converting a door to a window or a window to a door as this alters the historic character.

Planning a window replacement project:

- Consider sash replacement only and retaining and re-using window frames and brick molding.
- Consider more than one vendor for the specific characteristics necessary in replacement windows.
- Retain and replicate the historic character features of the entire window and its sash.
  - Retain historic size and shape of the opening.
  - Select windows that fill the opening without any blocking down at the top, bottom or sides.
  - Select windows that do not require a second set of framing as this reduces the glazed area.

Windows at the small apartment building at 1908 W Second Avenue have been changed to internal grid vinyl sash. The impact of these inappropriate windows is heightened on such a small building.

Use Visibility and Location to Determine Materials

At highly visible and visible locations, plan to replicate material or its character:

For wood windows use:

- Wood
- Metal clad wood
- Composite materials that replicate historic sash and can be painted

For metal windows use:

- Iron and aluminum

Replicate any special window that must be replaced with custom millwork so that it replicates the historic window in design, size, operation, configuration, materials, and dimensions.

At **minimally visible** and **not visible** locations of the building:

For wood windows use:

- Wood
- Metal clad wood
- Composite materials that can be painted
- Vinyl

The apartment building at 2325 W. Second Avenue retains original aluminum sliding windows.

At **private, not visible** locations:

- Windows can be of any material, configuration, and operation.
- Windows can be replaced and are not reviewed for appropriateness.
- Openings may be enlarged; openings may be blocked.
- Doors may be converted to windows and windows to doors.
- Select window sash that replicate the characteristics of the historic:
    - Very similar size of the overall window as well as components: top rail, bottom rail, side rails and muntins so that percent glazing is very close to the historic amount.
    - Select sash that has the frame dimension patterns of historic sash, such as taller bottom rails for hung windows and casement sash.
    - Select sash with the same configuration: number of sash in a group and number of lights in a sash.
    - Select sash that has the same operation or – if fixed – appears to have the same operation.

Fenestration in **private, not visible** facades:

- Windows can be replaced and are not reviewed for appropriateness.
- Openings may be enlarged; openings may be blocked.
- Doors may be converted to windows and windows to doors.

Storm Windows

New and replacement storm windows:

- Select wood or metal storm windows.
- Select configurations that replicate that of the window sash – with a framing element in the location of a meeting rail or mullion of casement sash.
- Consider using interior storm sash for casement windows.

Consider Balcony Doors as Windows

- Recognize that multiple doors and door and window combination that provide access to private balconies are historic character features similar to windows on public street-facing facades.
- Consider the visibility of balcony doors on other visible facades in terms of consistency.
- Retain design, materials and configuration of doors, if replaced, at public-street-facing façades.
- Maintain uniformity of balcony doors at all visible locations.

This small apartment building at 6 S. Oak Street retains original wood casement windows.

Window plans for condominiums or large apartment buildings

- Plan a major window replacement project with pre-approval of identical sash and balcony doors, if present, for each unit to maintain uniformity in apartment building sash, particularly on public, street-facing façades.
- Obtain approval for the window replacement project and make sure the replacement plan is followed.

New Windows in Highly-Visible and Visible Locations

- Avoid disrupting historic fenestration with the addition of new windows.
- In some cases, a new window can be added to appear to be part of the historic arrangement of openings.
- In some cases, new windows can be added on an elevation to light a stair hall or similar area.

Blocking Window Openings

- Plan to maintain all window openings in highly visible and visible areas.
- Windows in visible areas may be shortened in height from the bottom to accommodate a kitchen layout.
- Plan blocking window openings and changing the size of windows carefully in minimally visible areas.

Skylights

- Avoid installing skylight openings in street-facing sloped roofs: main or secondary roofs.
- Position skylights in minimally visible or not visible portions of the main roof.

CHAPTER 5: DISTRICT-WIDE GUIDELINES

PAINT AND USE OF COLOR

Goals

- Allow property owners to paint traditionally-painted materials in colors they select.
- Avoid visually disruptive use of color by providing some guidelines.
- Retain the inherent original color in all masonry materials.
- Avoid the painting of masonry materials – brick, stone, terra cotta, cast stone – that should not be painted for both technical and historic character reasons.

Paint and Color Basics

- Historically, paint color was derived from mineral pigments and these natural, earth-toned colors remained in common use in the built environment.
- Many cities do not review and approve paint colors used for painted portions of buildings. The HPO is adopting this practice for the Browne's Addition Historic District, although individually listed properties on the Spokane Register do go through paint color review.
- The fact that paint is a relatively short-term presence in the historic district supports this approach to not approve the color of paint.
- Retaining the inherent color of masonry materials exposed and unpainted is critical as they are historic character features and can be harmed by the application of paint and other coatings.
- Use the correct type of exterior paint for the material to be painted.

USING TRADITIONAL PAINT COLORS

- **Traditional paint colors are derived from mineral pigments, natural materials.**
- **These same colors appear in the various shades of brick.**
- **Historic paint catalogs present small samples of these colors and are good references. The Northwest Museum of Arts and Culture archives has a set of historic paint color samples in a Dutch Boy Paint publication (ca. 1929).**
- **The Sherwin Williams Company's Exterior Historic Colors are appropriate for many buildings, particularly those built in the 1910s-1930s.**

Paint, Stain and Coating Review

- Apply for a COA for the application of paint if a property owner desires to paint an unpainted surface.
- Select and apply paint or stain without applying for a COA on traditionally coated materials:
  - wood;
  - substitute materials that receive paint;
  - stucco;
  - some metal elements, such as porch railings.

- Consider using consolidating materials such as epoxy and water-proofing coatings only on material that is in active deterioration, and then, with caution, as such coatings can trap moisture and create laminated sections of materials and cause more damage.
- Plan to repair cracks and apply paint on stucco rather than an additional layer of plaster or mortar, called parging.

USING PAINT TO HIGHLIGHT THE DETAILS ON QUEEN ANNE HOUSES

- **After a period when many Queen Anne Houses were painted white or one color, the use of several colors to accentuate ornamental details began in San Francisco during the 1960s, popularized by the term "Painted Ladies."**
- **Some property owners have used paint to highlight architectural details in Browne's Addition and these standards support the freedom to select paint colors and design color schemes.**

Paint color selection tips:

- **Traditional paint colors are derived from mineral pigments, natural materials.**
- **These same colors appear in the various shades of brick.**
- **Historic paint catalogs present small samples of these colors and are good references. The Northwest Museum of Arts and Culture archives has a set of historic paint color samples in a Dutch Boy Paint publication (ca. 1929).**
- **The Sherwin Williams Company's Exterior Historic Colors are appropriate for many buildings, particularly those built in the 1910s-1930s.**

Colors to avoid on the exterior:

- **Black as it absorbs heat and will fade.**
- **Bright tropical colors that don't seem to fit in Spokane.**
- **Pastel colors that don't fit with the medium to dark values and saturated colors of traditional masonry colors.**
- **Colors that are inharmonious with existing masonry colors.**

CHAPTER 5: DISTRICT-WIDE GUIDELINES

SITE AND LANDSCAPING

Goals

- Maintain the historic character of the district with traditional landscape elements and do not introduce intrusive elements.
- Maintain the historic pattern of curb cuts and driveways as secondary elements of residential properties and streetscapes.
- Maintain traditional ratios of vegetation and buildings and paved areas.

Historic Character Features

- The historic urban residential pattern incorporates a mature tree canopy and other plantings that provide variety in the vegetation and shade for people and enhance the experience of walking in the neighborhood.
- Concrete on-premises walks connect public sidewalks and entrances of both houses and apartment buildings.
- Buildings built as single-family houses provide for automobiles with curb cuts, narrow driveways and garages.
- Apartments provide for automobiles with curb cuts and parking lots, carports, and garages.
- Few fences divide the front and side lawns of properties in the district.
- The remaining brick streets in the district document the appearance of historic streets.

Fences

- Recognize the historic pattern of few fences separating front yards in the historic district.
- Plan fence projects in compliance with the City of Spokane's Fences Residential Zoning guide.
- Plan open fencing at the 42" height in front of the building.
- Plan for 6-foot privacy fencing at lot perimeter behind the public façade of the house.
- Avoid using fencing to recast the character of the property, as in adding a grand masonry pier-framed front gate.
- Consider traditional materials for walls and fencing in the historic district: masonry walls; masonry pier and metal panel fences; metal fences; and wood privacy fencing.
- Avoid use of imitative materials such as shiny vinyl as inauthentic components of the historic district in highly-visible, public areas and limit their use to minimally visible and not visible locations.
- Avoid use of chain-link fencing as open fencing in front yards it was not used historically in that location.

Hardscape

- Keep and maintain historic hardscape features in highly-visible areas, in particular stone retaining walls
- Keep and maintain the traditional ratio of paved on-premises paths and building to lawn and vegetated areas.

- Use traditional materials for on-premises sidewalks and hardscape. Use concrete unless there is evidence of brick or stone paving.
- Plan new exterior hardscape amenities, such as patios, water features, pergolas, and gazebos in minimally visible, private locations of the property.
- Avoid using hardscape design to suggest an inauthentic historic feature or changing the character of the historic setting.

Small Lawn Features

- Install sculpture, fountains, and other artistic elements without review for a Certificate of Appropriateness.

Vegetation

- Maintain approximately 70-80 percent of the area of the property not covered by the building as vegetation to approximate traditional patterns.
- Carefully select areas for Xeriscaping that mostly maintains historic district lawn patterns.
- Install all vegetation without review for a Certificate of Appropriateness.
- Consider maintaining the historic urban canopy of Browne's Addition by maintaining trees on each property and planting new ones.

Left: The home at 2128 W. Second Avenue has some lawn ornamentation such as a front yard fountain.

Bottom: The Patsy Clark Mansion at 2208 W. Second Avenue has hardscape in planter edging and paths; as well as vegetation in the form of lawn and flower gardens.

CHAPTER 5: DISTRICT-WIDE GUIDELINES

NEW ELEMENTS: ENERGY GENERATION, COMMUNICATIONS EQUIPMENT, TRANSPORTATION ACCESS

Goals

- Afford possibilities for incorporating elements necessary and desired for urban life into the district.
- Recognize that features such as solar panels communication and utility elements can be technically visible in historic districts without altering its overall historic character but cannot be visually intrusive.
- As a historic transit-oriented neighborhood, allow for the presence of public transportation and access facilities in the district without design review by the HPO.
- Balance competing goals of retaining historic character with the presence of features that represent other environmental interests.

New Element Basics

- Consider the degree of visibility and placement when planning to install new elements in historic districts.
- New types of installations shall not be considered to be intrusive in the historic district unless they constitute a dominant pattern of conspicuous elements.

Solar Panels

- Plan a solar panel installation that minimizes visibility of the panels by:
- Using rear-sloping roofs and garage roofs if possible;
- Using the rear portion of side-facing roofs;
- Avoiding street-sloping roofs;
- Avoiding placement on porch and dormer roofs;
- Placing panels on flat roofs.

Plan a solar panel installation that minimizes visual intrusion by:

- Using regular rectangular forms for grouped panels;
- Installing panels as close to and parallel to a roof slope;
- Avoid considering new properties devoted to solar generation, such as a lot-sized solar panel installation.

An example of solar panel placement on an historic house in San Francisco.

CHAPTER 5: DISTRICT-WIDE GUIDELINES

ADDITIONS

Goals

- Maintain the historic character of the building by ensuring that its original plan and massing are evident.
- Maintain the historic portion of the building as dominant in perceptions of the property through the use of secondary additions.
- Provide guidance for the design of additions that balance both compatibility and differentiation.
- Provide guidance for the design of replacement or new exterior access staircases.
- Provide guidance for the siting and design of new garages.

Additions Basics

- Plan additions to be not highly-visible changes to a contributing property.
- Consider the most important determinations of appropriateness for new additions to be location and scale.
- Design and materials can increase or decrease the appropriateness of an addition.

Location and Scale for Additions

- Plan an addition to be located adjacent to a rear, private elevation or the rear of a visible side elevation and to be minimally visible in the district.
- Locate an addition on a side elevation at the rear of the building, leaving the front third of the original wall exposed.
- Design an addition at a scale that is secondary to the historic building so it would be slightly lower in height and smaller in footprint.

This house at 1721 W. Riverside Avenue had a large addition added at some point in the past.

- Plan an addition's massing to avoid significant contrast.
- Avoid introducing non-traditional materials in visible areas of the addition.
- Consider common traditional extensions of historic residences, such as sun porches and sleeping porches on the second story, as the inspiration for the design of additions.

Materials and Design for Additions

- Design an addition that is more compatible than differentiated in design if most of it is visible in the historic district.
- Design an addition in materials that replicate, or are quite similar to, those of the historic building, considering slight differences, such as in the exposure of lapped siding or brick color or texture.

- Consider using a simplified version of the style of the historic building for an addition.
- Consider varying the grouping of windows of similar scale to provide compatibility but not introducing significantly different fenestration in visible areas.
- Avoid introducing non-traditional materials in visible areas of the addition.

Exterior space additions

- Plan for new decks, porches, balconies, pools, and other amenities to be located in private and the least visible portion of the property.
- Plan for these types of additions to be not visible in the district to avoid the need for design and materials review.

This garage at 2425 W. Pacific Avenue appears to have been added in 1954 according to building permits.

- Plan for the review of exterior additions that are minimally visible in terms of scale, location and materials.

Exterior Stairs

- Maintain existing exterior access stairs to upper floor rental units if needed; remove stairs if no longer used.
- Plan to replace access stairs in ways that minimize their visual presence through location, scale and materials.
- Place stairs in locations that minimize their visibility.
- Design stairs to be steps and landings only and do not incorporate any exterior amenity space, if not located on a private, rear facade.
- Use materials and color to help the stairs not stand out against the building to which they are adjacent.

Garages

- Maintain historic garages that contribute to the historic character of the property.
- Site new free-standing garages at the rear of the property or at least behind the residence.
- Site attached garages to the rear, non-visible portion of the historic building. Garages that are attached to a contributing historic building will be treated as an addition.
- Site a garage so that no more than two garage bays are visible from the street.
- Design a garage as a traditional, one-story non-intrusive building with a gable roof, single siding material, garage doors, people door, and windows.

- Design a garage with occupiable space on the upper level to be in scale with lot, sited as other garages, and compatible with the primary residential building on the property.
- Use one of these approaches:
    - Maintain height and scale of an historic two-story carriage house but avoid replicating aspects of the main building
    - Design the building to be perceived as a contemporary garage with apartment above.
- Consider using a simplified treatment of the historic style of the main house using roof type, materials and color to minimize intrusiveness.
- Garage construction shall be treated as new construction and requires a COA.

Storage Sheds, Chicken Coops and Other Sheds

Select a location in a place that is not visible or minimally visible.

Secondary Living Units

- Site new building at the least visible portion of the property to not significantly impact the historic building or streetscape.
- Design the building to be in scale with the lot and compatible with, yet secondary to, the primary residential building on the property.
- Design the building within the framework for evaluating new construction in the historic district, Chapter 7.

The carriage house at 2003 W. Riverside is an early example of an accessory dwelling.

CHAPTER 5: DISTRICT-WIDE GUIDELINES

USE OF COMPOSITE BUILDING MATERIALS

Basics

- Composite building material are those that are engineered for performance in exterior applications and often comprised of several materials.
- The composite building materials field is dynamic and will offer new products over time that property owners will want to consider as appropriate for use in historic districts.
- Composite materials have many attributes as exterior building materials – lightweight and durable, for instance. While those attributes may be good, they do not outweigh other considerations for use on historic buildings.

For many years, the use of molded fiberglass or other polymer materials for small elements of – and even sections of – cornices have been acceptable as the design and dimensions of the pieces are "in-kind."

When considered for use on historic buildings, composite materials of various types must be evaluated in terms of:

- Ability to be cast, extruded, and stamped to replicate historic elements in design and dimensions
- Ability to have a finish that does not have a shine, false grain or other texture, or other characteristics that readily identify it as a non-traditional material
    - Historically all exterior wood elements were finished with an opaque stain or paint.
    - Both finishes conceal the presence of wood graining and have a smooth, not-textured finish.
    - Any original sheen on exterior paint and opaque stain quickly weathers to a less shiny state.

Avoid the use of composite materials used for elements of porches that must be installed with visible brackets, rather than by the traditional inset joints of wood elements.

Consider composite materials only if they can be painted with exterior house paint and installed without visible joints, are of appropriate design and dimensions, and in consultation with HPO staff.

Refer to Preservation Brief 16:
The Use of Substitute Materials on Historic Building Exteriors

Notice what some composite siding materials look like (above). The false graining is not historically appropriate. The house below has wood clapboard siding which would have originally been sanded smooth and painted, concealing the grain.

CHAPTER 6: NON-CONTRIBUTING BUILDINGS

Goals

- Keep non-contributing buildings as compatible elements in the historic district.
- Provide owners of non-contributing buildings a range of options for building management without increasing the visual presence of such buildings in the district.
- Avoid the partial remodeling of non-contributing buildings.

The townhouse style condominiums on Fourth Avenue were constructed in 2007 and are therefore outside of the period of significance for the district.

Compatibility Basics: Non-Contributing Buildings Built after 1950

- Proposed changes to non-contributing buildings will be compatible if they do not result in incompletely remodeled buildings or introduce elements that are visually intrusive.
- Non-contributing buildings in the Browne's Addition Historic District in 2019 tend to be in their original conditions in terms of design and materials, although some buildings have replacement siding and windows.
- These buildings are coherent designs representing residential preferences, primarily of the 1950s through the 1970s.
- These buildings tend to be compatible with the historic, contributing buildings in the district due to their siting, scale and materials.
- Owners can choose to retain these buildings as designed, update them, or replace them as they do not contribute to the historic significance of the district.

That said, they should not be altered in ways that make them less compatible and more intrusive in the district.

Project Planning

- Consider retaining the original design intact as it is likely compatible with its surrounding environment in the district.
- Consider a renovation:
    - Complete repainting or residing of the exterior walls for a new exterior appearance
    - Updating amenities: i.e., new balcony railings and access doors; or

- Replacing all window sash.

- Consider a featured update:
  - New enhanced shelter or updated design for the main entrance.
  - Better shelter between parking and rear entrances.
  - Landscaping.

- Review the Standards for New Construction so that renovating and updating projects maintain the goals of visual compatibility and contemporary design.

Compatibility Basics: Non-Contributing Historic Buildings Due to Loss of Integrity

- Proposed changes to non-contributing historic buildings due to loss of historic character should not further their incompatibility in the historic district. On the other hand, changes that reverse loss of historic character elements are welcome to enhance the sense of compatibility.

- Proposed changes are compatible if they are grounded in the architectural vocabulary of the historic district and do not introduce a false sense of history through redesign.

Project Planning

- Use the guidance in Chapters 3 and 4 to design elements and select materials that are appropriate for the building type and district.

- Plan on working within the original building type and style of the building and avoid remodeling the building.

2318 W Third Avenue does not contribute to the Browne's Addition Historic District due to extensive modifications over time, such as replacement siding and windows, and front porch modifications.

- Use well-planned exterior changes to correct loss of historic character to the building plan, exterior materials and windows.

- If desired, improve exterior historic integrity to the point where a building can be categorized as contributing and use incentives programs.

CHAPTER 7: NEW CONSTRUCTION

Design review of new construction in historic districts has a particular goal: new buildings designed to fit into – or are compatible with – the historic streetscapes of the district. Because the "sense of place" is a characteristic of an historic district, how that environment changes with new construction matters because it is a permanent change in the district.

Compatibility Basics: Context Sensitive Design

The field of historic preservation has long used the concept of "context sensitive design" but uses the term "compatible." Designing for a specific site within the historic district allows for compatible new construction in one spot that may not be suitable for another site within the district. Architects will need to think carefully about how the new building fits in with the immediate surroundings as well as the neighborhood as a whole.

This concept of compatibility is spelled out in the National Park Service's Secretary of Interior's Standards for the Treatment of Historic Properties. That set of standards includes The Standards for Rehabilitation that are the basis for the Browne's Addition Historic District Design Standards and Guidelines. This guidance uses the term "compatible" in both the technical sense – as in not introducing incompatible materials – as well as in the visual terms like massing, scale and set back. The guidance notes that compatibility can be achieved with various design solutions.

It is important to note that "compatibility" is not "comparability." Compatibility can be defined in terms of the absence of conflict; in more casual and visual terms, it can mean being a good neighbor in that a building "fits in." Comparability is a very close state of compatibility, in that the two things have enough in common that they can be compared meaningfully. The common phrase "don't compare apples to oranges" refers to real differences.

Apples are not oranges, but they are compatible in the fruit bowl. Compatibility may incorporate comparability – which in the built environment can include some form of replication.

Approximately twenty-five percent of the properties within the Browne's Addition Historic District are non-contributing and these properties could be redeveloped. The built environment in the historic district will change over time, but the historic, contributing buildings will continue to provide the underlying historic character for the residential area.

CITY ZONING FOR BROWNE'S ADDITION

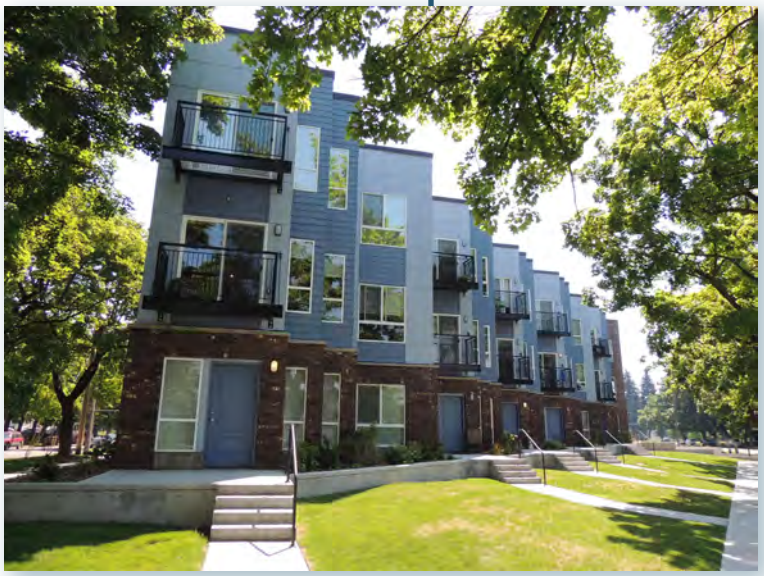
Design review in historic districts does not address land use. Most of Browne's Addition Historic District is in the City's RHD (Residential High Density) Zoning category, one that reflects its historic development and continuing use.

In order to encourage creative design solutions within Browne's Addition, a design framework and compatibility scoresheet were created. This approach is open ended rather than prescriptive. In a nutshell, we are not going to tell you how to design a building for the district. There are no requirements for flat roofs or pitched roofs – but if the surrounding buildings all have pitched roofs, the new building will score higher if a pitched roof is incorporated into the design. The framework for context-sensitive new construction is firmly grounded in compatible contemporary design: design that is clearly of the 21st century and doesn't try to fool the viewer into thinking that it might be historic, but at the same time, it still fits into the historic district as compatible design.

This is how it will work: architects propose new designs. The Design Review Committee of the Spokane Historic Landmarks Commission will use the compatible design framework and scoresheet to determine how compatible the project is. That will then shape the conversations about the appropriateness of that design for a specific site in the historic district. The framework is intended to not favor any particular era or style of design – but it does rely on long-held principles of building design.

The overarching goal of this framework for new construction is that new buildings in the district will not diminish the historic character of the neighborhood, or district, as a whole. Compatible, context-sensitive design avoids that effect. In this way, the changing residential patterns of Spokane's residents will continue to be met.

This framework – which constitutes the standards for **new** construction – has a different format and way of use than traditional historic district standards and guidelines.



This new construction apartment building in Browne's replaced two historic homes that had been converted to multi-family use.

Important tips for success:

- Be sure to read the introductory material to understand the open-ended nature of this framework and the various opportunities to achieve compatible new design.
- Note that some aspects of new designs are incentivized with additional points in the scoring of compatible design.
- Be prepared to discuss your project with the Historic Preservation Officer and Landmarks Commission members in terms of this framework.

New Construction Design Review Basics

This section of the Browne's Addition Historic District Standards and Guidelines introduces this type of design review, the concepts that it was based on, as well as the approach the residents of the district decided to take.

The consideration of compatible new construction is based on these concepts:

- The streetscapes of the historic district are the main resource that will be considered, and no building will be approved that is visually intrusive.
- Contemporary design can be compatible within a historic district.
- While energy conservation and durability attributes are important to consider for materials used for new construction, these reasons alone will not likely be reasons for finding materials compatible.

The importance of insuring new construction in a historic district is compatible means that the SHLC will review and approve proposals at a monthly commission meeting with a public hearing where members of the public will be able to comment on proposals.

Individual Review and No Standard Solutions

The very nature of context-sensitive, compatible design in Browne's Addition where streetscapes and residential building types are varied, means that a proposal approved for one location would not automatically be compatible and appropriate in another location.

Each proposal will be considered for its specific location only. There should be no expectation that a proposal approved for one location will be approved for another site in the district.

Design Strategies

There are several broad strategies for the design of infill buildings, or new construction, in historic districts:

1. ***Replication*** of historic buildings in design and materials is one approach. This strategy has been popular because people enjoy, for instance, Queen Anne houses and Craftsman bungalows. And using replica design avoids the discussion of contemporary designs as compatible. Criticism of replication, or copying, include creating a false sense of historic with replica buildings, keeping costs reasonable and appearance of the replicas in the streetscape. With the use of modern construction methods and the high cost of construction, property owners often select a simple example to copy. Decisions based on cost and simplification diminish the ability of a new building to appear "historic" in design. Even so, there are instances where a replica design strategy is appropriate, perhaps in an intact historic streetscape with only one location available for new construction.

A newer, Craftsman-style bungalow in the Inman Park Historic District in Atlanta. This would fall into the "replication" strategy for designing new buildings within the district.

2. The strategy of making an ***abstract reference*** to historic examples, or context, in the design of a new building can result in a range of solutions. A new building could have an abstract, yet obvious visual reference to buildings in the setting. Sometimes the reference is so abstract that it must be explained and visually, it seems like a design with no contextual references. Buildings with abstract references to a historic context may be appropriate in a streetscape with several non-contributing buildings or for a relatively small building.

A house at Shoshone Place, 1998, is an example of abstract reference and invention within a form on a block of varied Early-20th Century houses

3. Juxtaposition as a design strategy results in buildings that are intended to have little relationship with their historic context and stand out noticeably in a streetscape. This is the most difficult strategy to be successful with in historic districts because it is difficult to see the new building as visually compatible with historic buildings. Even so, a small building in a location that has buildings of various ages and sizes may be an appropriate place to use design juxtaposition.

4. A fourth design strategy is recommended for most new buildings in the Browne's Addition Historic District. This is an "***invention within***" approach – one that clearly references common building types and/or building types in the district without replicating them. Instead, these designs incorporate historic forms and details and "reinvents" them to seem more contemporary. Another way to think about this type of design is "traditional with a twist," to be "of its time" rather than a replica or standard design. An example is a porch on a new building that had a slightly different form than was common historically and perhaps modern posts and railing designs. Another type of reinvention would be to use the massing of a large single-family home for a duplex or triplex and reinvent porch and entrance location and detailing to indicate the number of units within. Criticisms of this design approach come from some district residents who favor replica design.

(Left) The house at 1909 S Stevens (1985) is an example of juxtaposition in form, materials, and fenestration on a block of varied Early-20th Century houses.

(Below) The East 500 block of 7th Avenue is an example of the juxtaposition in scale and materials in a neighborhood of small single-family houses.

The condominium complex at 2205-13 W. Fourth Avenue would fall into the category of "invention within" - they are not copies of historic buildings, but the general form is compatible with nearby historic homes.

For more information on these design strategies, see:

Sense of Place: Design Guidelines for Historic Districts (2007) Philadelphia. http://www.preservationalliance.com/publications/SenseofPlace_final.pdf

Steven W. Semes, *The Future of the Past: A Conservation Ethic for Architecture, Urbanism and Historic Preservation*. 2009.

Recommended Design Strategy: Invention within a building type or style

The "***invention within***" approach is recommended for new buildings in historic districts for several reasons. "Invention within" can and should be a coherent approach to design, not a jumble of various elements from building types and styles. Reinvention allows for various building forms and styles in the district to be used as inspiration and will result in buildings that would come under the broad umbrella of compatible contemporary construction.

The house at 2108 Cherrytree Lane is an example of invention within the bungalow form and detailing with the garage forward, no porch, roof over the walkway to a recessed entrance, and large-scale details.

Other approaches to design are possible even though the result must be considered compatible design per these standards.

The encouragement of the "invention within" approach to design and the open-endedness of the framework and compatibility scoresheet allow the architect to decide where to make strong references to the underlying type or style – and where to include more contemporary expression. The results of this approach have the visual references necessary for compatibility but avoid attempts to copy the past and the urge to draw from several styles.

Utilizing abstract reference and juxtaposition as a component of a compatible design – rather than the design strategy itself –incorporates more opportunities for variety into the framework for design and achieves compatibility.

The house at 1826 E Pinecrest is an example of replication of a traditional Early-20th Century house with a porch.

The house at 1925 S. Stevens is a 2018 remodel of 1940 house (above is the before). It is an example of invention within a side-gabled house with addition of a larger porch and second-story deck and additions to the rear.

Browne's Addition Historic Overlay

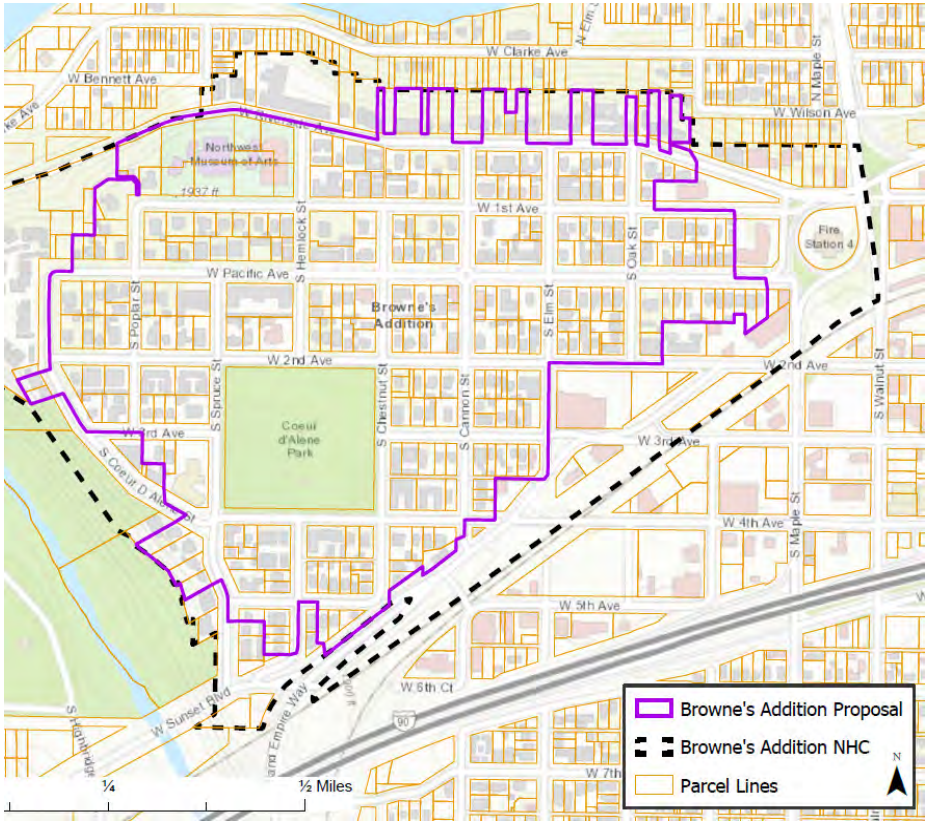
The City has identified a need for more housing and increased density of development in areas zoned RHD, which is the zoning of the Browne's Addition neighborhood (smaller areas are zoned office retail and neighborhood retail). Through the creation of the historic district and by providing these standards and guidelines, Browne's Addition is positioned to allow development to occur within its boundaries with the understanding that new construction must be compatible with the neighborhood's existing resources. Infill developments will be reviewed through a public process of the SHLC. The creation of an overlay zone does not change the underlying zoning.

In Browne's Addition, the Local Historic District Overlay Zone provides the standards and guidelines for new construction in that portion of the RHD zone. Because these guidelines state expectation for compatibility, rather than include dimensions and requirements, and require site-specific design, they do not include a maximum height for new construction defined in number of feet because each site will be reviewed for compatibility of surrounding buildings.

However, the City of Spokane general development standards cap building height at 35 feet for the RHD zone, but may be modified up to 50 feet if certain conditions are met (SMC 17C.110.215 Height). The standards for new construction in this document work in conjunction with the general development standards adopted for multi-family buildings.

Precedent and Patterns in Browne's Addition

Browne's Addition Historic District has some of the most varied streetscapes found in areas protected as historic districts. While this variety allows for a somewhat wide range of compatible new construction, there are strong patterns in scale, siting, design, and use of materials that provide context for the design of new buildings. This variety does mean that several types of multi-family buildings are appropriate in Browne's Addition, including duplexes, tri-plexes, buildings appearing as attached rowhouses and apartment buildings of various sizes.



This map of the Browne's Addition Historic District shows the proposed boundaries of the district

CHAPTER 7: NEW CONSTRUCTION

FRAMEWORK FOR COMPATIBLE DESIGN

Using the Framework

The following sets of directives under each section of the Framework for Compatible Design correspond directly with the Compatibility of Design Scoresheet that Commission members and others will use to assess the compatibility of the proposed design.

Rather than be stated requirements, these directives suggest ways that compatible, context-sensitive design can be achieved. The directives are not a checklist or prescriptive set of standards to be met with each project. The architect is free to choose from among the elements that will ensure compatibility while introducing some differentiation.

Hence, the directives about compatibility are not requirements for each design. Instead, they should be understood as part of a set of framework and assessment tools, rather than requirements.

Using the Scoresheet

Values signifying the importance of the factor in achieving a compatible design have been assigned.

Scorers should enter a low value, zero or one, if the goal is not met and one of the higher values to indicate that the designer has used this factor successfully in the design.

The right column is a place to indicate the total points the scorer gave to a section of the scoresheet in contrast to the total amount possible. For instance, in the Context Compatibility section, one could score a 3 for the Character Area, 2 for Facing Blockfronts and 2 for Adjacent Buildings to indicate that the building does not have the strongest sense of compatibility for its location. A total of 7 out of 15 possible points indicates that this aspect of context sensitive design has not been a focus for the designer.

Once all the sections are scored, totals for Parts I and II can be compared. One proposal may score higher in context and urban form than in design components, and vice versa. Each total can be categorized as highly compatible, compatible, or incompatible.

Finally, the overall score assigned by the scorer is compared with the three categories of overall compatibility. A careful review of the score will indicate areas where a design could be altered to be more compatible.

A Process: Using the Framework and Scoresheet to Consider New Construction

Several, if not all, members of the commission and the HPO staff will score proposed buildings and the scores will be compared. The HPO will use this feedback in conversations about the project with applicants, who will alter the design to increase its compatibility score as they see fit. A subsequent design will then be scored and discussed.

The HPO and the applicant will determine when a project is ready to be presented to the Commission for a public hearing and approval. The HPO's report on the proposed building will include information on how it was scored. Members of the public will be expected to make comments about the appropriateness of the project in its location in terms of the Framework for Compatible Design.

The goals of this process include:

- Keeping the design of the project on the desk of the designer and avoiding design by committee;
- Providing broad categories of urban design and design factors for comment and review; and
- Providing a transparent evaluation process for applicants and residents of the district as projects are considered.

TIPS FOR SUCCESS

- **Do not disregard any aspect of this framework, as such an approach may delay your project or introduce expectations for approval of new construction that cannot be realized.**
- **Do not search for uncommon elements to justify what is proposed.**
- **Use the request for compatible design as one that spurs creativity rather than one with limitations.**
- **Propose new construction that you can discuss in terms of this framework and compatibility.**
- **Respect the efforts of the residents of Browne's Addition who worked to establish the historic district and the design review it includes.**

Browne's Addition Framework for Compatible Design

District Basics

The district is the resource and all new buildings must not have a negative effect on the historic character of the district. The streetscape is the experienced historic character and the basis of compatibility. For this reason, emphasis will be placed on the public, visible portions of new buildings.

Compatibility in design is a visual characteristic. Compatible design is an achievable design challenge that requires some comparability. Height, color, materials, and use of materials all matter and shall be carefully considered.

The Historic Character Features of Browne's Addition Historic District are shown on the map on the following page. The analysis of the context includes the blockfront in which the building site is located and the one across the street. One experiences the district while moving through the facing blockfronts and they provide both the variety and continuity of the historic district.

For the purposes of planning for context-sensitive new construction, the district has five character areas:

Northwest (1):

- Larger residential buildings are located on east-west avenues and more modest buildings on the on smaller lots on north-south streets and areas with more consistent placement of less substantial houses.
- Some areas have very deep setbacks for buildings that further a park-like setting.

Northeast (2):

- Substantial residences are closely spaced on narrow, deep lots.
- There is a lively mix of apartment buildings and single-family buildings.
- Setback depths vary by blockfront.

Park East (3):

- This area has distinct sub-areas of smaller residences and large apartment buildings.
- Setback depths vary by blockfront.

Park West (4):

- This area historically had large properties.
- Setback depths are generous for single-family houses, less deep for apartment buildings.

Park South (5):

- There are subareas of substantial residences, modest houses and apartment areas.
- Setback depths vary by blockfront.

HISTORIC CHARACTER AREAS OF BROWNE'S ADDITION

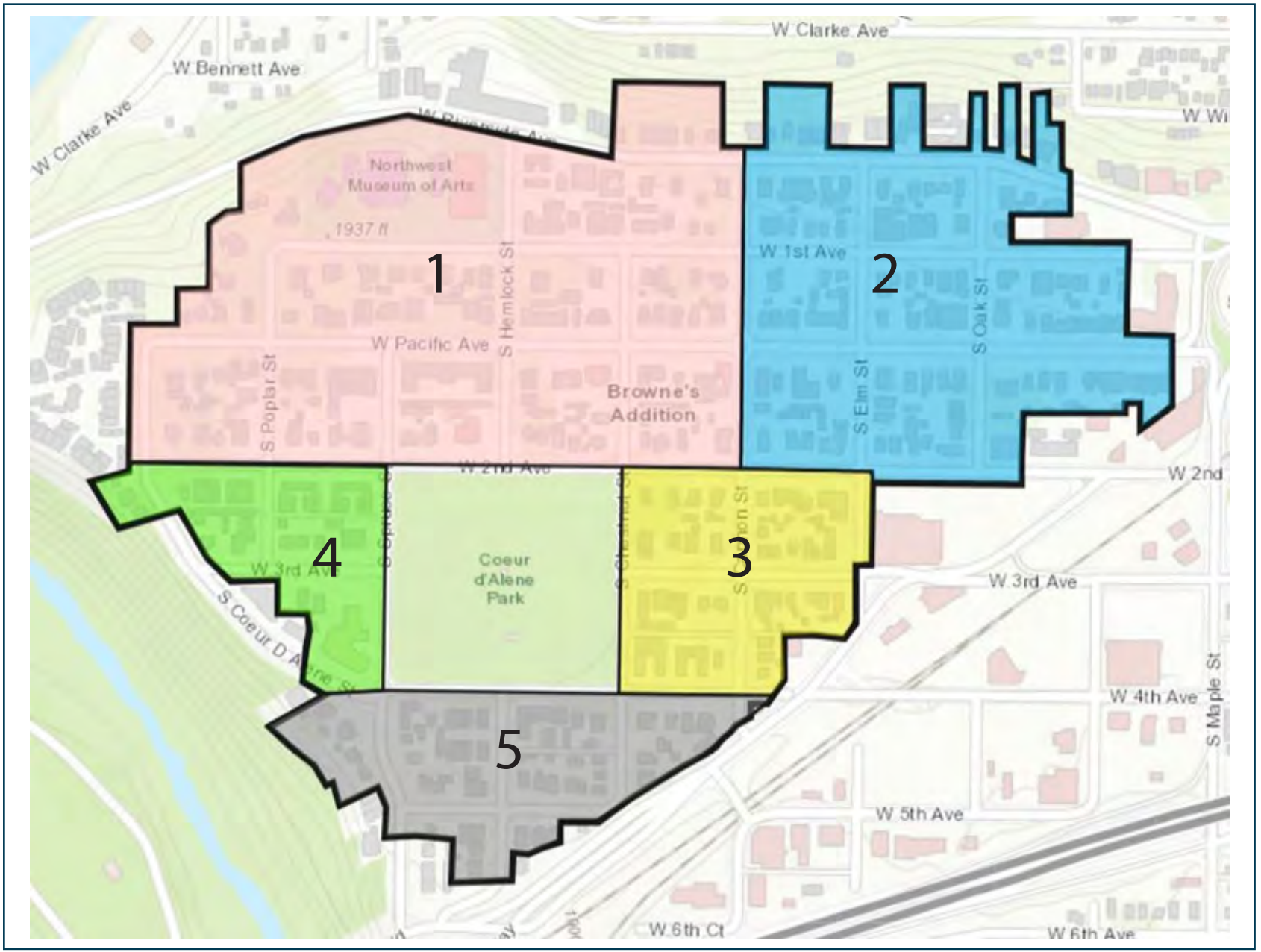


Figure 1. The five character areas of the Browne's Addition Historic District, coded by color.

SCORESHEET

COMPATIBILITY OF DESIGN RATING

New Construction in a Historic District Setting

This rating scoresheet provides the framework for evaluating the visual compatibility of a proposed construction project for a specific site in the Browne's Addition Local Historic District, which is listed in the Spokane Register of Historic Places. The rating allows for variety in meeting the stated goal of visual compatibility without requiring specific materials or elements.

Scoring	Urban Form	Design	Overall
Highly Compatible (80%)	42+	70+	112+
Compatible (60%)	31+	53+	84+
Incompatible (50%)	<26	<44	<70

Section1: Context Sensitive Design and Urban Form

Context compatibility with:		
Historic Character Area	0-4	
Facing block fronts	0-5	
Adjacent buildings	0-6	__/15
Streetscape factors		
Maintains common setback on block front	0-4	
Maintains lot coverage patterns	0-3	
Maintains rhythm, spacing	0-4	
Maintains ground story at common position	0-4	__/15
Scale, massing, height		
Scale		
Maintains scale of district and to humans	0-4	
Massing		
Relates to historic patterns of massing of dominant and secondary	0-2	
Large forms modulated with horizontal/vertical breaks	0-2	
Roof forms related to building type; cover occupiable space	0-2	
Height		
Avoids difference in height of more than two stories	0-4	
Uses floor heights to further height compatibility	0-4	__/18
Provision for automobiles: Maintains patterns	0-4	__/4
Urban Design total		**__/52**

Section 2. Design Components

General: Compatible Orientation, Design Quality, Presence		
Entrance oriented to street	0-3	
Evidence of traditional design principles	0-3	
Compatible, well-designed presence	0-3	
360-degree design	0-3	__/12
Use of façade material		
Uses material(s) found in district	0-5	
Uses primary façade material	0-4	
Respects "rule of five" for total number of materials	0-3	
Uses materials in traditional manner	0-3	__/15
Use of secondary façade and accent materials		
Uses materials in district	0-3	
Materials changed at vertical plane, story breaks, bays	0-3	__/6
Use of Color		
One color dominant	0-5	
Dominant color traditional mineral-based color	0-5	
Color similar in value and saturation as context	0-3	
Secondary colors compatible contrast with dominant	0-2	__/15
Façade design		
Has elements of similar scale as context	0-5	
Avoids mixing disparate elements	0-5	
Has degree of articulation similar to context	0-5	
Has logical and compatible fenestration	0-5	
Clear evidence of architectural design principles	0-5	__/25
Incentivized aspect of the design		
Response to context	5	
Comparability/differentiation ratio	5	
Uses metal or wood windows and doors	5	__/15
Design Component Total:		__/88

Urban Form Score: _____/52
Design Score: _____/88
Compatibility ranking: _____/140 (___%)

FRAMEWORK FOR COMPATIBLE DESIGN

Section 1: Context and Urban Form Analysis

Project Location Analysis

Use three tiers for the context analysis for new construction:

- The historic district Character Area:
  - Analyze patterns and unifying aspects
  - Note how diversity is present and absent
- Facing blockfronts of building site:
  - Analyze building types and patterns of location on both blockfronts
  - Diagram setbacks and spacing to insure compatibility
  - Depict streetscapes as elevations and in plan to note height, materials, and site access for vehicles
- Adjacent buildings:
  - Establish compatible setback and height
  - With elevations indicate floor heights and entrances and window placement

Urban Form Analysis

Compatibility in the urban form and design of a new building within the Browne's Addition Historic District relies primarily on the following factors. Design choices to provide compatibility are listed for each factor.

Streetscape factors: siting and setback

- Site buildings to hold common set-backs from the public sidewalks to maintain the historic urban form of the district.
- Avoid encroachment on the public sidewalk with a shallow front lawn or no lawn.

This Minimal Traditional style apartment building at 2227 W. Fourth constructed in 1950 has a similar setback to neighboring properties along Coeur d'Alene Street, but is much closer to the sidewalk on Fourth Avenue.

- Use similar relationships between a building and a lot size, known as lot coverage
- Keep a common rhythm of building placement and distance between buildings, at least on one side
- Place the ground story at an elevation common for the blockfront
- Do not use unnecessary terraces to raise the lawn above adjacent ones or excavation to create walk-out basements
- Minimize the visibility of underground and interior parking access points and other modern elements of multi-family buildings, such as an outdoor deck for recreation above ground level
- Orient buildings and human access to the street while providing provision for automobiles at the rear of the property.

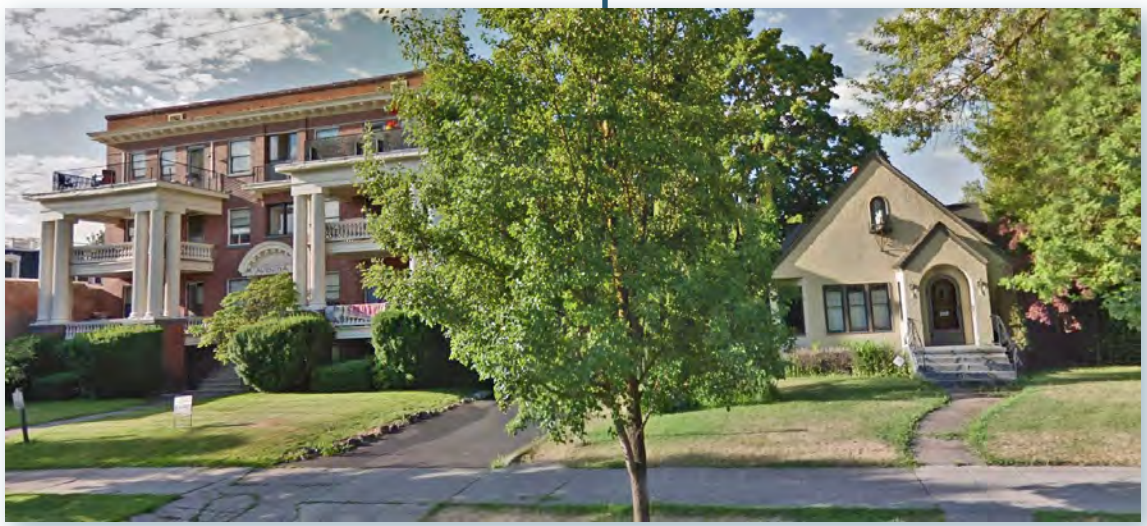
Scale, Massing and Height

Scale

- Design to maintain compatibility in scale – the combined effects of footprint and height, as compared to buildings in the facing blockfronts.
- Both the height and the footprint of new buildings are important for compatibility in scale.
- Design for comfortable scale with the human body.

Massing

- Refer to the massing of historic apartment buildings and multi-family buildings that are relatively simple arrangements of volumes with rectangular footprints for new multi-family buildings.
- Recognize that the complexity of massing and use of materials for historic Queen Anne style residences is particular to that building type.
- Incorporate vertical and horizontal plane breaks in massing as the means for subtle modulation of form, minimize scale and as the point for a change in materials.
- Use inset and projecting balconies and porches to provide semi-private exterior space.
- Use massing that finds a balance between an unmodulated box and too much variation.



The 1906 Avenida Apartments are much larger than the small Period Revival house next door. The smaller building was constructed in 1927 and the large expanse of yard and setbacks on both buildings allow them to co-exist in harmony.

- Use pitched roofs over usable space, not only as false fronts or accent points.
- Use flat roofs to minimize scale and massing.

Height

- Recent changes to RHD zones have allowed for higher structures within those zones, however, new construction heights in Browne's Addition will be reviewed for compatibility at a specific site.
- Avoid significant difference in height of closely positioned buildings by proposing no more than a two-story difference.
- Use some stepping up to the maximum height to limit the visual and privacy effects of a two-story height difference.
- Avoid proposing large, one-story buildings.
- Consider the effects of hillside locations and height on down-hill sites.
- Use comparable floor heights so that windows and other horizontal elements on all stories have some visual consistency in the streetscape.

Provision for automobiles

- On street parking is a consistent issue in Browne's Addition and projects that incorporate parking on-site will be scored higher based on the impacts to the neighborhood.
- Provide access via minimal curb access and narrow driveways to parking at the rear or side of the lot.
- Incorporate parking into the rear lower story of a building.
- Limit paved areas to minimum required for access and parking.
- Limit interaction between vehicles and pedestrians in a walkable neighborhood.

This 1939 apartment building was constructed with onsite parking underneath the structure. New construction projects which incorporate parking will be scored higher on the Urban Design section of the framework scoresheet.

The 1967 Frank Toribara designed apartment building at 1717 W. First Avenue does not contribute to the historic district due to the year of construction, but it does show parking integrated into the overall design of the building.

General: Orientation, Design Quality, Presence

- Orient the building to the street with visible human entrances and windows facing the street or near the façade if it is a side entrance.
- Consider the overall presence of the building in the streetscape and its balance of compatibility and differentiation.
- Design a building based on intended use to avoid a false sense of history, i.e. new residential buildings should appear as such and not new converted industrial lofts on the exterior.
- Ensure a building does not use differentiation or overly complex design to call undue attention to itself and create a lack of visual harmony in the streetscape.
- Use a level of detail in massing, façade design, and use of color comparable to nearby historic buildings.
- Pay sufficient attention to 360-degree design beyond the façade by continuing use of materials or introducing complementing materials, continuing some design element, and avoiding blank or barely developed highly-visible walls.

Use of façade materials:

- Use the same materials as the historic buildings in the district.
- Use material of similar perceived quality as historic materials and avoid low-cost imitative materials that lack quality and endurance.

TRADITIONAL BUILDING MATERIALS:

- **Brick veneer**
- **Lapped siding**
- **Stucco**

TRADITIONAL ACCENT MATERIALS:

- **Limestone, basalt, granite**
- **Brick**
- **Textured and colored stucco**
- **Architectural metals**

- Use materials in the same manner as used on historic buildings, i.e. place wood siding in a traditional horizontal position rather than on the diagonal.
- Maintain a hierarchy of primary and secondary materials with primary material consisting of 70% of the façade.
- Use constructional logic in use of materials with lighter materials above heavier ones.
- Change materials only at vertical plane breaks or horizontal story breaks, or for projecting bays.
- Use materials with small variations, such as siding width.
- Use primary materials on all facades of a building or follow the historic pattern of brick buildings that have less expensive brick on the elevations and rear facades than the face brick on the façade.
- Avoid materials traditionally not used on residential buildings, such as those considered to be appropriate for industrial or commercial building use.

Use of secondary façade materials and accent materials:

- Use the "rule of five" to avoid too many materials and visual clutter.
- Start with three materials found in walls, windows and roof.
- Use no more than two additional ones: a second wall material or accent material in railings or porch elements.
- Use the same materials as the historic buildings in the district

- Limit total number of materials to no more than five.
- Use vertical plane and story breaks as locations for material changes.
- Use high-quality accent materials.
- Use traditional window materials: wood and metal.

Use of Color

- Use primary materials with traditional mineral-based colors.
- Use color in the manner used in historic buildings:
    - with non-traditional colors used primarily as accents
    - with one dominant color, or with carefully selected colors as seen in some brick buildings
- Use color of similar value and saturation of permanent materials (brick and stone)

Façade design

- Use elements of similar scale as buildings in facing blockfronts context.
- Use level of detail similar to buildings in facing blockfronts context.
- Avoid copying historic styles.
- Avoid combining elements from different styles and creating a collage effect.
- Use constructional logic in dimensions of elements.
- Using fenestration logic based on the interior plan.
- Avoid eccentricity in fenestration.
- Use traditional approach to entrance design:
    - Place individual entrances in multi-family buildings oriented to the street and clearly evident as the main entrance to each unit.

PLANE BREAKS

This term refers to shifts in the planes of wall surfaces.

A vertical plane break occurs when a vertical element is introduced. Examples include a bay window projecting from the main wall and vertical elements used to break up a long facade.

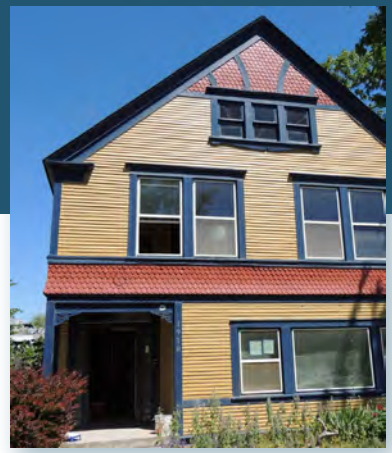
A horizontal plane break occurs when the plane is broken parallel to the ground. An example is when a second story overhangs the lower one slightly.

District patterns:

Several Queen Anne houses have a plane break just above the second story line with a flared wall clad with shingles.

The long facades of apartment buildings are visually broken up with changes in materials and vertical plane breaks.

Vertical Plane Breaks



Horizontal Plane Breaks

- Place entrances into a building with multiple units oriented to the street and be clearly evident as the main entrance for residents and visitors.
- Use design principles to keep entrances in scale with the human body and the building.

Basics: Architectural Design

- Incorporate traditional architectural design principles.
- Design with order and unity in visual aspects of the design.
  - Use proportion and rhythm to establish pleasing relationships.
  - Design with visual hierarchy in massing and fenestration.
  - Use symmetry or asymmetry to establish balance
- Consider proportions
  - Design with consideration to relationships of the parts to each other and to the whole.
  - Design so the visual relationship between all parts is harmonious and in scale.
- Consider proximity
  - Design so that building elements that are close together complement each other rather than compete for attention.
- Strive for Coherence
  - Design to avoid too many textures, shapes, colors and other characteristics that are perceived as non-similar and introduce jarring visual clutter or "busy-ness."

Recognizing the Effort to Provide Compatibility

The Compatibility of Design Scoresheet includes opportunities to score additional points for compatibility:

- Some designs convey extra attention to the immediate context yet are contemporary in design.
- Sometimes a design does not meet all expectations, but feels "right" for the location. It is very difficult to articulate all of the possible ways a proposed design may be appropriate for the district - so the option is left open for something that had not been considered at the time these guidelines were created to meet compatibility.
- Use of historic window materials – wood and metal – to increase compatibility.

The apartment building constructed in 2006 on Fifth Avenue appears to have taken some design cues from it's across-the-street neighbors. Note the entryway canopy, vertical plane break in a similar position as the chimney on the historic home, and the similar setback. Across Hemlock, a 1956 two-story apartment also has stacked balconies which the newer condo unit compliments (see above).

CHAPTER 8: DEMOLITION REVIEW CRITERIA

DEMOLITION OF ENTIRE BUILDINGS OR SIGNIFICANT FEATURES

City of Spokane SMC 17D.100.220 requires the SHLC to consider the following factors when reviewing an application for demolition. This section expands on the criteria in terms of the historic character and significance of the Browne's Addition Historic District.

1. The historic importance of the property

The Browne's Addition Historic District nomination states that the district is eligible under Criteria A, History, and C, Architecture. The nomination categorizes properties as contributing and non-contributing in terms of their ability to convey one or both of these aspects of significance. The broad categories of Contributing and Non-Contributing are the starting points for the consideration of the importance of each property.

Contributing properties should be protected, in general, from demolition as they are part of the district's historic character and importance.

Non-Contributing properties are not protected from demolition because they are not part of the district's historic character and importance.

An individual contributing property was built during the period of significance and has the historic integrity to convey historic and/or architectural significance. While architectural significance – particularly when related to impressive buildings with high-style design – is easier to see and perhaps understand, historical significance allows the more everyday buildings belonging to less influential persons in the neighborhood to contribute due to how they illustrate the changes in living in Browne's Addition over time.

It is difficult to develop a credible argument that any of the contributing buildings in the historic district are not important to the historic resource. Any statements in support of additional significance or against the importance of the property will be considered in written form. Authenticity and historic character in the district is in danger of being lost, one building at a time as a result of demolition. The point of the historic district designation is to limit this type of loss.

2. The nature of the redevelopment which is planned for the property

While each contributing building has comparable historic significance in terms of demolition, this criterion requires the consideration of the subsequent use of the property if a contributing building would be demolished. The changing nature of residential buildings and occupancy in Browne's Addition suggests that replacement residential buildings will need to be considered, sometimes at the expense of a contributing one.

If redevelopment of the site is proposed, that development project should be presented prior to or at the same time as approval of dem-

olition is requested. The replacement building must be in the highly-compatible category (as determined by consensus through the Compatibility in Design Scorecard in Chapter 7, in order to minimize the loss of historic character in the district as a whole. When a project is rated only as compatible, the redevelopment project may not be as likely to be supported and justify approval of demolition.

The 2018 historic preservation ordinance revision removed the provision that allowed for demolition of a contributing building for a parking lot. The proposal of a temporary parking lot will not be considered in the spirit of meeting that intent of the ordinance.

3. The condition of the existing structure

The difference between deferred exterior maintenance and structural soundness that will be considered. While the City identifies several conditions for Substandard Buildings, that code enforcement program notes conditions to be addressed but is not evidence that a contributing building must be demolished. There is always the option to rehabilitate a substandard building.

Historic integrity – authenticity – was assessed in 2018 and 2019 when the district was established, but neither the condition nor the structural soundness of buildings was formally assessed. While many buildings have deferred maintenance, the measure of the continued existence of the building in the district should be soundness, rather than minor damage or deterioration.

As many historic buildings with deferred maintenance exhibit mold and have asbestos components, these conditions, in themselves, do not justify demolition. On the other hand, loss of soundness – structural stability – is grounded in years of water damage, settlement, and other conditions that threaten the structural soundness of the building, not just its finishes.

Conditions that merit serious consideration for the demolition of contributing buildings in Browne's Addition include damage by fire, damage due to storm and tree damage, ground shifting and collapse, and similar unexpected circumstances.

When a building is determined to be a threat to life and safety, the Building Official or Fire Marshall will order demolition, no matter the status of the building in the historic district.

4. The effect on the surrounding neighborhood of the planned replacement use

Some contributing buildings are highly-visible, iconic, well-known "landmark-like" properties that, if demolished, would introduce a sense of loss that cannot adequately be replaced by the new development. The demolition of such buildings would have a significant adverse effect on the historic character and identity of the Browne's Addition Historic District.

Some historic buildings do not have such qualities that bring them to the attention of the community. Their loss would be mainly noticed by those who frequent the facing blockfronts. They may be replaced with highly compatible new construction without the overall effect of loss.

5. The overall effect of the proposed redevelopment on the neighborhood character and the elements of the neighborhood's urban design

As previously noted, redevelopment that is not highly compatible with the district at all levels of analysis, would not contribute or maintain the historic character of the historic district.

Other aspects of redevelopment would also affect the larger patterns of the district and should be avoided. These include street vacations, the assembly of significantly larger parcels than found within the district, any type of variance in terms of Residential High Density zoning.

6. Any proposed mitigation measures under which the owner would salvage significant architectural features of the structure after properly documenting the building before demolition

The SHLC will take into consideration any mitigation measures proposed by the applicant.

PARTIAL DEMOLITION

Goals

- Avoid the demolition of historic character features of contributing buildings.
- Avoid changing the historic footprint and mass of contributing buildings.

Basics

- Avoid demolishing any portion of a contributing building in the highly-visible, public area.
- Avoid planning for partial demolition in order to upgrade or improve secondary areas of a building unless they are not visible.
- Limit partial demolition to small, non-historic character elements, such as non-historic additions.
- Limit partial demolition to the minimum area necessary when planning an addition per Chapter 5.

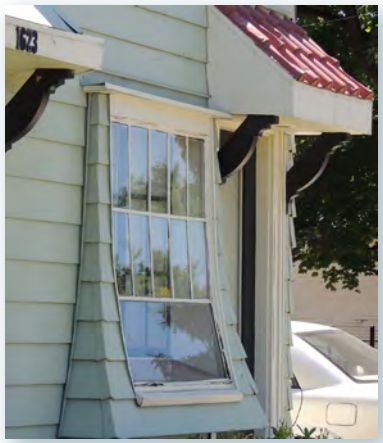
APPENDIX I
GLOSSARY OF TERMS

Balustrade: a railing supported by balusters, especially an ornamental parapet on a balcony, bridge, or terrace.

Band Board: a set of boards (in wood frame houses), or blocks (in a brick house) that sit on top of the foundation wall and run in a band around the building.

Barge Board: a board fastened to the projecting gables of a roof to give them strength, protection, and to conceal the otherwise exposed end of the horizontal timbers or purlins of the roof to which they were attached.

Belt Course: also called a string course or sill course, is a continuous row or layer of stones or brick set in a wall.



Brackets on the building at 1623 W. First

Brackets: structural or decorative members that project from a wall to support or decorate the roofline.

Casement Window: a window that is attached to its frame by one or more hinges at the side. They are used singly or in pairs within a common frame, in which case they are hinged on the outside

Clapboard: one of a series of boards used for siding. It is usually installed horizontally and the board is most often tapered in cross-section.

Column: used to support beams or arches on which the upper parts of walls or ceilings rest.

Cornice: the projecting moldings that form the top band of an entablature or wall.

Dentil: a small, square bracket, typical in Colonial architectural styles

Eave: the projecting overhang at the lower edge of a roof.

Façade: the exterior faces of a building, often used to refer to the wall in which the building entry is located.

This rowhomes at 2018 W. Riverside shows several architectural features: pediments, overhanging eaves, clapboard siding, and soffit.

Fascia Board: mounted at the point where the roof meets the outer walls of the house.

Fenestration: the arrangement of windows and doors on the elevations of a building.

Frieze Board: the flat, middle portion of an entablature (sometimes decorated).

Gable: the wall that encloses the end of a gable roof; triangular gable end below a roof overhand.

Gambrel: a roof shape characterized by a pair of shallow pitch slopes above a steeply pitched slope on each side of a center ridge.

Hip: a roof that slopes inward from all four exterior walls.

Lintel: a horizontal support of timber, stone, concrete, or steel across the top of a door or window.

Maintenance: the process of keeping a building in good condition by regularly checking and repairing it when necessary.

Modillion: a projecting bracket under the corona of a cornice in the Corinthian and other orders.

Mullion: a vertical member separating window sash.

Muntin: a bar or rigid supporting strip between adjacent panes of glass.

Parging: cover (a part of a building, especially an external brick wall) with plaster or mortar that typically bears an ornamental pattern.

Pilaster: a rectangular column, especially one projecting from a wall.

Pediment: the triangular gable end of a classical building, or the same form used elsewhere in the building.

Portico: a structure consisting of a roof supported by columns at regular intervals, typically attached as a porch to a building.

Quoin: a large rectangular block of stone or brick (sometimes wood) used to accentuate an outside corner of a building; typically in a toothed form with alternate quoins projecting and receding from the corner.

Sash: the part of a window frame that holds the glazing, usually movable or fixed.

Shed roof: a roof with a single slope and rafters spanning from one wall to the other.

Sidelight: narrow windows flanking an entry door.

Sill: a shelf or slab of stone, wood, or metal at the foot of a window or doorway.

Soffit: the underside of an architectural structure such as an arch, a balcony, or overhanging eaves.

Transom: a small window placed above a door or window.

Turret: a small tower at the corner of a building.

Veneer: a thin decorative finish typically made of brick, stone or stucco.

The house at 2036 W. Riverside Ave has a transom, clapboard siding, and a portico.

The house at 2114 W. First Avenue has a gambrel style roof.

A barge board hides the eaves of this home at 2003 W. Third. Also note the string course that acts as a lintel above the windows and visually separates floors.

The house at 1920 W. Riverside has a balustrade and a decorative portico with a frieze.

The house at 2328 W. Pacific Avenue shows a hip roof, boxed eaves, clapboard siding, dentil molding and the soffit under the front porch roof.

APPENDIX II

SECRETARY OF THE INTERIOR'S STANDARDS

The Secretary of the Interior's Standards are common sense historic preservation principles in non-technical language. They promote historic preservation best practices that will help to protect our nation's irreplaceable cultural resources.

The Standards for Rehabilitation are used during the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural and cultural values.

The **Standards** are a series of concepts about maintaining, repairing, and replacing historic materials, as well as designing new additions or making alterations. The **Guidelines** offer general design and technical recommendations to assist in applying the Standards to a specific property. Together, they provide a framework and guidance for decision-making about work or changes to a historic property.

The Standards and Guidelines can be applied to historic properties of all types, materials, construction, sizes, and use. They include both the exterior and the interior and extend to a property's landscape features, site, environment, as well as related new construction.

Federal agencies use the Standards and Guidelines in carrying out their historic preservation responsibilities. State and local officials use them in reviewing both Federal and nonfederal rehabilitation proposals. Historic district and planning commissions across the country use the Standards and Guidelines to guide their design review processes.

The Standards offer four distinct approaches to the treatment of historic properties—preservation, rehabilitation, restoration, and reconstruction with Guidelines for each. The Standards for the Treatment of Historic Properties are regulatory for all grant-in-aid projects assisted through the national Historic Preservation Fund. The Standards for Rehabilitation, codified in 36 CFR 67, are regulatory for the review of rehabilitation work in the Historic Preservation Tax Incentives program.

THE STANDARDS FOR REHABILITATION

1. *A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.*

2. *The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.*

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

4. *Changes to a property that have acquired historic significance in their own right will be retained and preserved.*

5. *Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.*

6. *Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.*

7. *Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.*

8. *Archaeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.*

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

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

APPENDIX III
PRESERVATION BRIEFS

Preservation Briefs provide guidance on preserving, rehabilitating, and restoring historic buildings. These NPS Publications help historic building owners recognize and resolve common problems prior to work. The briefs are especially useful to Historic Preservation Tax Incentives Program applicants because they recommend methods and approaches for rehabilitating historic buildings that are consistent with their historic character.

Some of the web versions of the Preservation Briefs differ somewhat from the printed versions. Many illustrations are new and in color rather than black and white; captions are simplified and some complex charts are omitted.

1. Cleaning and Water-Repellent Treatments for Historic Masonry Buildings
2. Repointing Mortar Joints in Historic Masonry Buildings
3. Improving Energy Efficiency in Historic Buildings
4. Roofing for Historic Buildings
5. The Preservation of Historic Adobe Buildings
6. Dangers of Abrasive Cleaning to Historic Buildings
7. The Preservation of Historic Glazed Architectural Terra-Cotta
8. Aluminum and Vinyl Siding on Historic Buildings: The Appropriateness of Substitute Materials for Resurfacing Historic Wood Frame Buildings
9. The Repair of Historic Wooden Windows
10. Exterior Paint Problems on Historic Woodwork
11. Rehabilitating Historic Storefronts
12. The Preservation of Historic Pigmented Structural Glass (Vitrolite and Carrara Glass)
13. The Repair and Thermal Upgrading of Historic Steel Windows
14. New Exterior Additions to Historic Buildings: Preservation Concerns
15. Preservation of Historic Concrete
16. The Use of Substitute Materials on Historic Building Exteriors
17. Architectural Character—Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving their Character
18. Rehabilitating Interiors in Historic Buildings—Identifying Character-Defining Elements
19. The Repair and Replacement of Historic Wooden Shingle Roofs
20. The Preservation of Historic Barns
21. Repairing Historic Flat Plaster—Walls and Ceilings
22. The Preservation and Repair of Historic Stucco
23. Preserving Historic Ornamental Plaster
24. Heating, Ventilating, and Cooling Historic Buildings: Problems and Recommended Approaches
25. The Preservation of Historic Signs
26. The Preservation and Repair of Historic Log Buildings

PRESERVATION BRIEFS

27. The Maintenance and Repair of Architectural Cast Iron
28. Painting Historic Interiors
29. The Repair, Replacement, and Maintenance of Historic Slate Roofs
30. The Preservation and Repair of Historic Clay Tile Roofs
31. Mothballing Historic Buildings
32. Making Historic Properties Accessible
33. The Preservation and Repair of Historic Stained and Leaded Glass
34. Applied Decoration for Historic Interiors: Preserving Historic Composition Ornament
35. Understanding Old Buildings: The Process of Architectural Investigation
36. Protecting Cultural Landscapes: Planning, Treatment and Management of Historic Landscapes
37. Appropriate Methods of Reducing Lead-Paint Hazards in Historic Housing
38. Removing Graffiti from Historic Masonry
39. Holding the Line: Controlling Unwanted Moisture in Historic Buildings
40. Preserving Historic Ceramic Tile Floors
41. The Seismic Rehabilitation of Historic Buildings
42. The Maintenance, Repair and Replacement of Historic Cast Stone
43. The Preparation and Use of Historic Structure Reports
44. The Use of Awnings on Historic Buildings: Repair, Replacement and New Design
45. Preserving Historic Wooden Porches
46. The Preservation and Reuse of Historic Gas Stations
47. Maintaining the Exterior of Small and Medium Size Historic Buildings
48. Preserving Grave Markers in Historic Cemeteries
49. Historic Decorative Metal Ceilings and Walls: Use, Repair, and Replacement
50. Lightning Protection for Historic Buildings

APPENDIX IV

HISTORIC PRESERVATION INFORMATION AND CONTACTS

Megan Duvall, Historic Preservation Officer
City Hall, Third Floor
808 W Spokane Falls Boulevard
Spokane, Washington 99201
Phone: (509) 625-6543
Fax: (509) 625-6013
Email: mduvall@spokanecity.org

Logan Camporeale, Historic Preservation Specialist
City/County of Spokane
808 W Spokane Falls Boulevard
Phone: (509) 625-6634
Spokane, WA 99201-3329
Email: lcamporeale@spokanecity.org

Stephanie Bishop, Clerk III
City Hall, Sixth Floor
808 W Spokane Falls Boulevard
Spokane, Washington 99201
Phone: (509) 625-6244
Fax: (509) 625-6013
Email: sbishop@spokanecity.org

Local Resources:

- City of Spokane Official Website
- Northwest Museum of Arts & Culture (MAC)
- Spokane Valley Heritage Museum
- Spokane County Official Website
- Spokane Preservation Advocates
- Spokane Public Library – Northwest Room

Statewide and National Historic Preservation Organizations:

- National Trust for Historic Preservation
- Washington State Department of Archaeology and Historic Preservation (DAHP)
- Washington Trust for Historic Preservation
- National Main Street Program
- Washington Trust Consultant Directory
- Washington State Digital Archives

National Park Service Links

- National Park Service
- National Register of Historic Places
- Secretary of the Interior's Standards for Rehabilitation
- Preservation Briefs
- Technical Preservation Services
- Federal Tax Credit Incentives
- CLG Program

APPENDIX V

DESIGN REVIEW CHART: TYPES OF WORK AND REVIEW REQUIRED

Type of Work	No Review	Staff Review	Commission Review
Awnings			
Awning - change of color		X	
Awning - change of style		X	
Awning - new			X
Paint			
Paint with same color	X		
Paint unpainted masonry, including murals			X
Paint with non-historic color			X
Paint with new historic color		X	
Remove paint from masonry		X	
Browne's Addition HD: Paint previously painted surface	X		
Landscaping			
Install garden or landscaping structures	X		
Remove historic landscape features such as rock walls or structure noted in nomination			X
Install new fence (except in Corbin Park)	X		
Install paved walkway	X		
Corbin Park HD: tree removal 6" or larger		X	
Corbin Park HD: install new fence		X	
Windows and Doors			
Replace windows			X
Replace doors - street-facing façade			X
Replace doors - secondary elevation		X	
Changing window openings - primary façade			X
Changing window openings - secondary elevation		X	X
Create new opening for window/door - primary façade			X
Create new opening for window/door - secondary elevation/rear		X	

DESIGN REVIEW CHART: TYPES OF WORK AND REVIEW REQUIRED

Type of Work	No Review	Staff Review	Commission Review
Porch			
Repair porch	X		
Replace porch in kind		X	
Enclose porch - street-facing façade			X
Enclose porch - secondary elevation		X	
Build new porch			X
Siding			
Repair siding	X		
Install new siding			X
Garage			
Demolish historic garage			X
Demolish non-historic garage	X		
Browne's Addition HD: Construct detatched garage			X
Construct detatched garage	X		
Construct attached garage			X
Roof			
New roofing with like materials		X	
New roofing with new materials			X
Replace/remove sheet-metal cornice on commercial building			X
Remove or alter prominent chimney			X
Change roofline			X
Other Exterior Renovations			
Install mechanical and utility equipment - if NOT visible from street	X		
Install mechanical and utility equipment - if visible from street		X	
Install fire exits			X
ADA accessibility - street-facing façade			X
ADA accessibility - secondary elevation		X	
New Construction			
Build new addition			X
Build new deck		X	
Move a building			X
Minor construction not seen from street		X	

Agenda Sheet for City Council Meeting of: 09/09/2019		Date Rec'd	8/22/2019
		Clerk's File #	ORD C35811
		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 TRANSPORTATION IMPACT FEES ORDINANCE		

Agenda Wording

An ordinance relating to transportation impact fees and amending SMC 17D.075.020 Definitions, 17D.075.040 Assessment of Impact Fees, 17D.075.070 Credits, 17D.075.100 Establishment of Impact Fee Account, 17D.075.110 Refunds, 17D.075.140 Review

Summary (Background)

See attached briefing paper and legislative findings.

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**	PIES 8/26
Finance	BUSTOS, KIM	Distribution List	
Legal	PICCOLO, MIKE	inote@spokanecity.org	
For the Mayor	ORMSBY, MICHAEL	kemiller@spokanecity.org	
Additional Approvals		jrichman@spokanecity.org	
Purchasing			

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

17D.075.180 Impact Fee Schedule, 17D.075.190 Service Area Map, 17D.075.200 Trip Rates, Pass-By Trips, and Trip Length Adjustment Factors, and 17D.075.210 Impact Fee Project list.

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

ORDINANCE NO. C35811

An ordinance relating to transportation impact fees and amending SMC 17D.075.020 Definitions, 17D.075.040 Assessment of Impact Fees, 17D.075.070 Credits, 17D.075.100 Establishment of Impact Fee Account, 17D.075.110 Refunds, 17D.075.140 Review, 17D.075.180 Impact Fee Schedule, 17D.075.190 Service Area Map, 17D.075.200 Trip Rates, Pass-By Trips, and Trip Length Adjustment Factors, and 17D.075.210 Impact Fee Project list.

WHEREAS, the City Council previously adopted Ordinance No. C34673, implementing the transportation impact fees authorized by Chapter 82.02 RCW, establishing transportation impact fee service areas, project lists, and adopting transportation impact fee schedules, all of which is codified in Chapter 17D.075 of the Spokane Municipal Code (SMC); and

WHEREAS, since the adoption of Ordinance No. C34673, the City has annexed a large portion of an area commonly referred to as the West Plains; and

WHEREAS, a large portion of the West Plains annexation area is comprised of land that is owned jointly by the City and County of Spokane, but under the management and control of the Spokane Airport Board pursuant to interlocal agreement and Chapter 14.08 RCW;

WHEREAS Chapter 14.08 RCW anticipates that jointly controlled and operated airports will be under the exclusive jurisdiction and control of the municipalities operating the airports and will enjoy a certain level of autonomy, and for this reason the City Council finds that land under the management and control of the Spokane Airport Board shall not be included within West Plains Service Area as established by this Ordinance;

WHEREAS, the West Plains (minus land that is under the control of the Spokane Airport Board) is a geographic are defined by the City on the basis of sound planning and engineering principles in which a defined set of public facilities are needed to provide service to development within the area; and

WHEREAS, annexation of the West Plains created the need to establish a new West Plains impact fee service area to ensure that the impact fees assessed on new growth and development in that area are proportionate to and reasonably related to the service area-wide need for new transportation improvements created by the development; and

WHEREAS, SMC 17D.075.140 anticipates periodic review and updates to the project lists and fee schedules, and further anticipates the formation of an impact fee advisory board consisting of various community representatives; and

WHEREAS, consistent with SMC 17D.075.140, the City established an impact fee advisory board consisting of various community representatives; and

WHEREAS, the impact fee advisory board informally agreed on a set of recommended updates to Chapter 17D.075 SMC relating particularly to the addition of the West Plains impact fee service area, and updated project lists and fee schedules; and

WHEREAS, the updated impact fee schedules have been prepared to reflect the estimated cost of the projects included in the updated Impact Fee Project List (the "Updated Impact Fee Rate Schedule"); and

WHEREAS, on or about February 14, 2018, following a public process involving a number of public workshops and a public hearing, a majority of the City of Spokane Plan Commission voted to recommend approval of an ordinance amending Chapter 17D.075 SMC (Transportation Impact Fees) with the amendments relating to (i) the updated Impact Fee Project List; (ii) the Updated Impact Fee Rate Schedule; and (iii) adding the West Plains service district; and

WHEREAS, in making its recommendation, the Plan Commission found that, pursuant to the Amended Transportation Impact Fee Ordinance, the impact fee(s) assessed a specific development will be proportionate to and reasonably related to the service area-wide need for new transportation improvements created by the development; and

WHEREAS, the Plan Commission further found that every land use benefits from a smoothly functioning transportation system with adequate capacity; and

WHEREAS, in connection with the original Impact Fee Ordinance, the responsible official issued a Determination of Nonsignificance, dated March 27, 2008 ("DNS"); and

WHEREAS, pursuant to WAC 197-11-800, this update to Chapter 17D.075 SMC is categorically exempt from the threshold determination and environmental impact statement requirements under Chapter 43.21C RCW (SEPA); and

WHEREAS, Chapter 17D.075 SMC, as amended by this Ordinance, is consistent with the City's Comprehensive Plan which, in CFU 2.4, recognizes impact fees as a possible mechanism to fund capital improvements so new growth and development activity that has an impact upon public facilities pays a proportionate share of the cost of facilities that reasonably benefit the development; and

WHEREAS, the Comprehensive Plan and the entire record relative to the adoption of Chapter 17D.075 SMC and this update are incorporated into this Ordinance by reference; and

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

WHEREAS, the City Council adopts the foregoing as its findings of fact justifying its adoption of this Ordinance;

NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That SMC Section 17D.075.020 is amended to read as follows:

17D.075.020 Definitions

As used in this chapter, the following words and terms shall have the following meanings unless the context clearly requires otherwise. Terms otherwise not defined herein shall be defined pursuant to RCW 82.02.090, or given their usual and customary meaning.

A. "Accessory dwelling unit" means a dwelling unit that has been added onto, created within, or separated from a single-family detached dwelling for use as a complete independent living unit with provisions for cooking, eating, sanitation, and sleeping.

B. "Act" means the Growth Management Act, as codified in chapter 36.70A RCW, as now in existence or as hereafter amended.

C. "Applicant" means the owner of real property according to the records of the Spokane County, or the applicant's authorized agent.

D. "Baseline study" means the 2008 transportation baseline study that has been developed by HDR Engineering and Planning, City Project No. 2005155.

E. "Building permit" means the official document or certification that is issued by the building department and that authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, tenant improvement, demolition, moving or repair of a building or structure.

F. "Capital facilities" means the facilities or improvements included in the capital facilities plan.

G. "Capital facilities plan" means the capital facilities plan element of the City's comprehensive plan adopted pursuant to chapter 36.70A RCW, as amended from time to time.

H. "Certificate of occupancy" means the term as defined in the International Building Code. In the case of a change in use or occupancy of an existing building or structure which may not require a building permit, the term shall specifically include certificate of occupancy and for residential development the final inspection, as those permits are defined or required by this code.

I. "City" means the City of Spokane.

J. “City council” means the city council of the City of Spokane.

K. “Comprehensive plan” means the City of Spokane comprehensive plan adopted pursuant to chapter 46.70A RCW, as amended from time to time.

L. “Complete street” means a landscaped, tree-lined street corridor designed for multiple modes of transportation, consistent with SMC 17C.124.035. Complete streets balance the various needs of pedestrian and vehicular use. Some include bicycle and transit improvements as well. Pedestrian amenities on Complete streets may include street furniture, decorative lighting, wide sidewalks with curb extensions (bulb-outs) at street corners, decorative crosswalks, public art, outdoor restaurants, plazas, and improved sidewalk-building interfaces (e.g., awnings, street-oriented retail activity).

M. “Concurrent” or “concurrency” means that the public facilities are in place at the time the impacts of development occur, or that the necessary financial commitments are in place, which shall include the impacts fees anticipated to be generated by the development, to complete the public facilities necessary to meet the specified standards of service defined in the comprehensive plan within six years of the time the impacts of development occur.

N. “Department” means the department of engineering services.

O. "Development activity" means any construction or expansion of a building, structure, or use, or any change in use of a building or structure, or any changes in the use of land, that creates additional demand and need for public facilities.

P. “Development approval” means any written authorization from the City that authorizes the commencement of development activity.

Q. “Director” means the director of engineering services, or the director’s designee.

R. “Dwelling unit” means a single unit providing complete and independent living facilities for one or more persons, including permanent facilities for living, sleeping, eating, cooking, and sanitation needs.

S. “Encumbered” means to have reserved, set aside or otherwise earmarked the impact fees in order to pay for commitments, contractual obligations, or other liabilities incurred for public facilities.

T. “Feepayer” is a person, corporation, partnership, an incorporated association, or any other similar entity, or department or bureau of any governmental entity or municipal corporation commencing a land development activity that creates the demand for additional public facilities, and which requires the issuance of a building permit. “Feepayer” includes an applicant for an impact fee credit.

U. “Gross floor area” is the total square footage of all floors in a structure as defined in chapter 17A.020 SMC.

V. “Hearing examiner” means the person who exercises the authority of chapter 17G.050 SMC.

W. ”Impact fee” means a payment of money imposed upon development as a condition of development approval to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates additional demand and need for public facilities, that is a proportionate share of the cost of the public facilities, and that is used for facilities that reasonably benefit the new development. “Impact fee” does not include a reasonable permit fee, an application fee, or the cost for reviewing independent fee calculations.

X. “Impact fee account” or “account” means the account(s) established for each service area for the system improvements for which impact fees are collected. The accounts shall be established pursuant to this chapter, and shall comply with the requirements of RCW 82.02.070.

Y. “Independent fee calculation” means the impact fee calculation and or economic documentation prepared by a feepayer to support the assessment of an impact fee other than by the use of schedule set forth in SMC 17D.075.180, or the calculations prepared by the Director where none of the fee categories or fee amounts in the schedules in this chapter accurately describe or capture the impacts of the new development on public facilities.

Z. “Interest” means the interest rate earned by local jurisdictions in the State of Washington local government investment pool, if not otherwise defined.

AA. “Interlocal agreement” or “agreement” means a transportation interlocal agreement, authorized in this chapter, by and between the City and other government agencies concerning the collection and expenditure of impact fees, or any other interlocal agreement entered by and between the City and another municipality, public agency or governmental body to implement the provisions of this chapter.

AB. “ITE manual” means Institute of Transportation Engineers (ITE) Trip Generation Manual (7th Edition), as amended from time to time.

AC. “Owner” means the owner of real property according to the records of the Spokane County department of records and elections, provided that if the real property is being purchased under a recorded real estate contract, the purchaser shall be considered the owner of the real property.

AD. “Pass-by trip rates” means those rate study pass-by rates set forth in SMC 17D.075.200.

AE. “Proportionate share” means that portion of the cost of public facility improvements that are reasonably related to the service demands and needs of new development.

AF. “Project improvements” means site improvements and facilities that are planned and designed to provide service for a particular development and that are necessary for the use and convenience of the occupants or users of the project, and are not system improvements. No improvement or facility included in the City’s capital facilities plan shall be considered a project improvement.

AG. "Public facilities" means publicly owned streets and roads, including related sidewalk and streetscape improvements required by the City’s comprehensive plan and related development regulations.

AH. “Rate study” means the 2007 transportation impact fee rate study, dated October 26, 2007, as updated and amended from time to time.

AI. “Residential” means housing, such as single-family dwellings, accessory dwelling units, apartments, condominiums, mobile homes, and/or manufactured homes, intended for occupancy by one or more persons and not offering other services.

AJ. “Square footage” means the square footage of the gross floor area of the development as defined chapter 17A.020 SMC.

AK. “Service area” means one of the ((~~four~~)) five geographic areas defined by the City in which a defined set of public facilities provide service to development within each of the identified areas. The City has identified the service areas, based on sound planning and engineering principles. These service areas are generally referred to as the downtown service area, the northwest service area, the northeast service area, and the south service area. Maps depicting the service areas are set forth in SMC 17D.075.190 and shall also be maintained by the director in the offices of the engineering services department and shall be available for public inspection during regular business hours.

AL. “System improvements” means public facilities included in the capital facilities plan and are designed to provide service to service areas within the community at large, in contrast to project improvements.

AM. “Trip length adjustment factor” means the trip length adjustment factors identified in SMC 17D.075.200.

Section 2. That SMC Section 17D.075.040 is amended to read as follows:

17D.075.040 Assessment of Impact Fees

A. The City shall collect impact fees, based on the schedules in SMC 17D.075.180, or an independent fee calculation as provided for in SMC 17D.075.050, from any applicant seeking development approval from the City. The impact fees in SMC 17D.075.180 are generated from the formula for calculating impact fees set forth in the rate study, one copy of which shall be kept on file with the office of the city clerk and which is adopted and incorporated herein by reference. Except as otherwise provided in this chapter, all new development approval in the City will be charged the transportation impact fees in SMC 17D.075.180. Subject to the review provisions set forth in SMC 17D.075.140 below, the transportation impact fees in SMC 17D.075.180 will ((~~be adjusted~~)) increase annually in the amount of 1.96% starting January 1st , 2019. ((~~in accordance with the Washington State department of transportation construction cost index ("CCI"), with the first such increase taking effect within two years of adoption of this chapter and with subsequent increases to coincide with the City's annual adoption of its six-year street plan, provided the impact fees shall never be reduced solely because of a decline in the CCI~~)) This annual increase is based on the average of the Federal Highway Administration's National Highway Construction Cost Index for the years 2012 through 2016, and shall remain in effect until the transportation impact fee advisory board meets again. Provided further, for purposes of this chapter only, the following shall not constitute development activity:

1. Replacement of a commercial structure with a new structure of the same size and use or a residential structure with the same number of residential units, both at the same site or lot, where demolition of the prior commercial or residential structure occurred after May 2001. Replacement of a commercial structure with a new commercial structure of the same size shall be interpreted to include any structure for which the gross square footage of the building will not be increased by more than one hundred twenty square feet. It shall be the feepayer's responsibility to establish the existence of a qualifying prior use to the director's reasonable satisfaction.
2. Expansions of existing residential structures that do not add residential dwelling units.
3. Alteration of an existing nonresidential structure that does not expand the usable space, add any residential units, or result in a change in use.
4. Miscellaneous improvements that do not create additional demand and need for public facilities, including, but not limited to, fences, walls, swimming pools, and signs.
5. Demolition or moving of a structure.
6. Re-use or change in use of existing structure.
    a. Re-use or change in use of an existing structure that does not create additional demand and need for public facilities (*i.e.,* where the trip generation

of the re-use is equal to or less than trip generation of prior use) shall not constitute development activity for purposes of this chapter.

b. It shall be the feepayer's responsibility to establish the existence of a qualifying prior use to the Director's reasonable satisfaction.

c. For a change in use of an existing structure that does create additional demand and need for public facilities (*i.e.,* where the trip generation of the re-use is greater than the trip generation of the prior use), the City shall collect impact fees for the new use based on the schedules in SMC 17D.075.180, less the fees that would have been payable as a result of the prior use.

B. The director shall be authorized to determine whether a particular development activity constitutes development activity subject to the payment of impact fees under this chapter. Determinations of the Director shall be in writing issued within fourteen days of submitting a complete application and shall be subject to the appeals procedures set forth in SMC 17D.075.090.

C. Impact fees shall be assessed prior to the issuance of a building permit for each unit in a development, using either the impact fee schedules then in effect or an independent fee calculation, at the election of the applicant and pursuant to the requirements set forth in SMC 17D.075.050. The impact fees shall be paid at the issuance of a building permit or at the completion of construction. To defer the payment of the impact fee to the end of construction, the developer shall provide prior to issuance of a building permit a recorded "certificate of title notice" evidencing an encumbrance on the title for each parcel of land, on forms provided by the city attorney's office, recorded with the Spokane County auditor's office which requires that the impact fee be paid as part of the closing of the construction financing, transfer of title to another party or issuance of a certificate of occupancy, whichever shall first occur. For commercial development involving multiple users, impact fees shall be assessed and collected prior to issuance of building permits that authorize completion of tenant improvements for each use. Furthermore, the City shall not accept an application for a building permit unless, prior to submittal or concurrent with submittal, the feepayer submits complete applications for all other discretionary reviews needed, including, but not limited to, design review, the environmental determination, and the accompanying checklist.

D. Applicants that have been awarded credits prior to the submittal of the complete building permit application pursuant to SMC 17D.075.070, shall submit, along with the complete building permit application, a copy of the letter or certificate prepared by the director pursuant to SMC 17D.075.070 setting forth the dollar amount of the credit awarded. Impact fees, as determined after the application of appropriate credits, shall be collected from the feepayer at the time the building permit is issued for each unit in the development.

E. For mixed use buildings or development, impact fees shall be imposed for the proportionate share of each land use based on the applicable unit of measurement found on the schedule in SMC 17D.075.180.

F. The department shall place a hold on permits for development approval unless and until the impact fees required by this chapter, less any permitted exemptions, credits or deductions, have been paid.

Section 3. That SMC Section 17D.075.060 is amended to read as follows:

17D.075.060 Exemptions ((~~[RESERVED]~~))

A. The City Council finds that development of (i) manufacturing and production facilities (see SMC 17C.190.320), (ii) industrial service (see SMC 17C.190.310), (iii) warehouse and freight movement (see SMC 17C.190.340), (iv) hotels and motels, (v) office uses (see SMC 17C.190.250), and (vi) residential household living uses (see SMC 17C.190.110) within the boundaries of the Northeast Public Development Authority and the West Plains/Airport Area Public Development Authority has broad public purposes and may be exempted from the payment of impact fees.

B. Requests for the exemptions set forth in subsection A of this Section 17D.075.060 shall be submitted to the Department on such forms as the Director may provide. The Director is authorized to determine whether a particular development activity falls within the exemption identified in this Section and funds are available. In addition, the Director shall notify the City Council when such applications are granted or denied. The Director's determination shall be in writing and shall be subject to the appeals procedures set forth in Section 17D.075.090.

C. The impact fee for an exempt development shall be calculated as provided for in this Chapter and paid with public funds other than the impact fee account. Such payment may be made by including such amount(s) in the public share of system improvements undertaken within the applicable service area.

D. On an annual basis, simultaneous with the report required under Section 17D.075.100, the Director shall provide a report to the council regarding the exemptions approved under this Section and the status of public funds available to pay the impact fees that would have otherwise been paid by the exempted development activity.

Section 4. That SMC Section 17D.075.070 is amended to read as follows:

17D.075.070 Credits

A. A feepayer can request a credit for the total value of dedicated land or public facilities provided by the feepayer if the land and public facilities are identified as system improvements or in cases where the director, in the director's discretion, determines that such dedication of land or public facilities would serve the goals and objectives of the capital facilities plan.

B. The city council finds that certain types of development activity ((~~(including development with the City's center and corridor zones) is~~)) are likely to generate fewer p.m. peak hour vehicle trips than other development activity. Consistent with this finding, a feepayer may request a partial credit for the following:

1. Development within center and corridor zones shall qualify for a partial credit of ten percent of the impact fees otherwise payable as a result of the development activity.

2. Mixed use development incorporating an "active" first floor (e.g. office, retail) and residential shall qualify for a partial credit of ten percent of the impact fees otherwise payable as a result of the development activity.

3. Development of ((~~complete streets that provide~~)) bicycle and pedestrian connections through their site to ((~~surrounding neighborhoods and districts~~)) a public park or school, or that expand the connectivity of the trail network shall entitle a feepayer to a partial credit of ten percent of the impact fees otherwise payable as a result of the development activity. ((~~The credit provided for in this section shall only apply to the extent a feepayer is developing a complete street on the entire length of the block on which the development activity is occurring.~~)) The credit provided for in this section shall be limited to the cost incurred by the feepayer in developing the ((~~complete street~~)) connection.

4. Development projects that incorporate covered and lockable bicycle storage for at least fifty percent of their required bicycle parking shall qualify for a credit of $1,000 per bike space, subject to the limitation in subsection (B)(6) below. The bicycle storage area must be dedicated for that use only. See SMC 17C.230.200 for space requirements.

5. Development projects located on a transit corridor may make improvements in coordination with Spokane Transit Authority (STA) and will qualify for a partial credit of up to ten percent of the impact fees otherwise payable as a result of the development activity. The credit provided for in this section shall be limited to the cost incurred by the feepayer in developing the improvements. Eligible improvements include the installation of weather cover, lighting, HPTN stop infrastructure or the dedication of right-of-way for transit stop improvements, as warranted by current or reasonably anticipated future usage of a transit stop, consistent with STA's established policies and design standards. The credit provided for in this section shall be limited to the cost of the right-of-way or the expense incurred by the feepayer in developing the transit stop.

((4)) 6. The cumulative credits granted in subsections (B)(1) through (B)(~~3~~5) above ((~~for center and corridor development, mixed use development incorporating active first floors, and development of complete streets,~~)) shall not exceed ((~~twenty~~)) thirty percent of the impact fees otherwise payable as a result of the development activity.

((~~5~~)) 7. The director shall be authorized to determine whether a particular development activity falls within a credit identified in this Section B, in any other section, or under other applicable law. Determinations of the director shall be in

writing issued within fourteen days of a complete application and shall be subject to the appeals procedures set forth in SMC 17D.075.090.

C. For each request for a credit, under subsection (A) above, if appropriate, the director shall select an appraiser or the feepayer may select an independent appraiser acceptable to the director. The appraiser must be a Washington State certified appraiser or must possess other equivalent certification and shall not have a fiduciary or personal interest in the property being appraised. A description of the appraiser's certification shall be included with the appraisal, and the appraiser shall certify that he/she does not have a fiduciary or personal interest in the property being appraised.

D. The appraiser shall be directed to determine the total value of the dedicated land and/or public facilities provided by the feepayer on a case-by-case basis.

E. The feepayer shall pay for the cost of the appraisal. The feepayer may request that the cost of the appraisal be deducted from the credit which the director may be providing to the feepayer, in the event that a credit is awarded.

F. After receiving the appraisal, and where consistent with the requirements of this section, the director shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, the legal description of the site donated where applicable, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate, and return such signed document to the director before the impact fee credit will be awarded. The failure of the applicant to sign, date, and return such document within sixty calendar days shall nullify the credit. The credit must be used within seventy-two months of the award of the credit.

G. Any claim for credit must be made prior to issuance of a building permit, provided any claim for credit submitted later than twenty calendar days after the submission of an application for a building permit shall constitute a waiver and suspension of timelines established by state and/or local law for processing of permit applications.

H. In no event shall the credit exceed the amount of the impact fees that would have been due for the proposed development activity.

I. No credit shall be given for project improvements.

J. Determinations made by the director pursuant to this section shall be subject to the appeals procedures set forth in SMC 17D.075.090.

Section 5. That SMC Section 17D.075.100 is amended to read as follows:

17D.075.100 Establishment of Impact Fee Account

A. Impact fee receipts shall be earmarked specifically and deposited in special interest-bearing accounts for each service area. The fees received shall be prudently invested in a manner consistent with the investment policies of the City.

B. There is hereby established an impact fee account for the fees collected pursuant to this chapter known as the transportation impact account. Except as provided in SMC 17D.075.080, funds withdrawn from this account must be used in accordance with the provisions of SMC 17D.075.120. Interest earned on the fees shall be retained in each of the accounts and expended for the purposes for which the impact fees were collected.

C. On an annual basis, the chief financial officer and director shall provide a report to the council on the account showing the source and amount of all moneys collected, earned, or received, and system improvements that were financed in whole or in part by impact fees and contributions towards meeting concurrency goals and requirements.

D. Impact fees shall be expended or encumbered within ((~~six~~)) ten years of receipt, unless the council identifies in written findings an extraordinary and compelling reason or reasons for the City to hold the fees beyond the ((~~six-year~~)) ten-year period. Under such circumstances, the council shall establish the period of time within which the impact fees shall be expended or encumbered.

Section 6. That SMC Section 17D.075.110 is amended to read as follows:

17D.075.110 Refunds

A. If the City fails to expend or encumber the impact fees within ((~~six~~)) ten years of when the fees were paid, the current owner of the property for which impact fees have been paid may receive a refund of such fees, provided a refund is not required where extraordinary or compelling reasons exist for holding the fees longer than ((~~six~~)) ten years, as identified in written findings by the city council. In determining whether impact fees have been expended or encumbered, impact fees shall be considered expended or encumbered on a first in, first out basis.

B. The City shall notify potential claimants by first class mail deposited with the United States postal service at the last known address of the claimants.

C. Property owners seeking a refund of impact fees must submit a written request for a refund of the fees to the director within one year of the date the right to claim the refund arises or the date that notice is given, whichever is later.

D. Any impact fees for which no application for a refund has been made within the one-year period shall be retained by the City and expended on the appropriate public facilities.

E. Refunds of impact fees under this chapter shall include any interest earned on the impact fees by the City.

F. A feepayer may request and shall receive a refund, including interest earned on the impact fees, when the feepayer and/or the feepayer's successors and assigns do not proceed with the development activity and there has been no impact to the City's transportation system. A request for a refund pursuant to this section must be accompanied by an acknowledgement that the feepayer's underlying development approval, including any associated permits, has expired and that any application to reinstate the development approval shall be subject to the payment of impact fees pursuant to this chapter.

Section 7. That SMC Section 17D.075.140 is amended to read as follows:

17D.075.140 Review

A. The fee schedules set forth in this chapter shall be reviewed by the city council as it may deem necessary and appropriate ((~~every two years in conjunction with the annual update of the capital facilities plan element of the City's comprehensive plan~~)), typically every four to six years, considering significant changes to the regional travel demand model, the impact fee projects in the City's comprehensive plan, and area growth.

B. A transportation impact fee advisory board consisting of individuals representing the building, real estate, and property development industries, the broader business community, community leaders, community assembly, and citizens shall be appointed by the mayor to review proposed changes to the fee schedules set forth in this chapter prior to their review and adoption by the city council. This review shall occur ((~~when the city council may deem it necessary and appropriate every two years in conjunction with the annual update of the capital facilities plan element of the City's comprehensive plan~~)) in accordance with 17D.075.140(A). Provided, this section shall not be interpreted as requiring review by an advisory board or city council prior to the automatic fee adjustments contemplated in SMC 17D.075.040(A).

Section 8. That SMC Section 17D.075.180 is amended as follows:

17D.075.180 Appendix A – Impact Fee Schedule

Section 9. That SMC Section 17D.075.190 is amended as follows:

17D.075.190 Appendix B – Service Area Map

Section 10. That SMC Section 17D.075.200 is amended as follows:

17D.075.200 Appendix C – Trip Rates, Pass-By Trips, and Trip Length Adjustment Factors

Section 11. That SMC Section 17D.075.210 is amended as follows:

17D.075.210 Appendix D – Impact Fee Project List

ADOPTED BY THE CITY COUNCIL ON _____

(Delivered to the Mayor on the _____ day of _____

_____
Council President

Attest: Approved as to form:

_____ _____
City Clerk Assistant City Attorney

_____ _____
Mayor Date

_____
Effective Date

Briefing Paper
Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Integrated Capital Management
Subject:	Transportation Impact Fees
Date:	8/26/2019
Contact (email & phone):	Inga Note, inote@spokanecity.org, 625-6331
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	PIES
Type of Agenda item:	☐ Consent ☒ Discussion ☐ Strategic Initiative
Alignment:	Comprehensive Plan
Strategic Initiative:	Innovative Infrastructure, Sustainable Resources
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Adoption of update to transportation impact fee code and project list

Background/History: The City adopted the impact fee ordinance in 2011. The annexation of the West Plains was not included in the initial impact fee ordinance due to the annexation occurring after the impact fee adoption. Staff began working on this update in 2017. An advisory committee was created with citizens, property developers, engineers, real estate professionals and council representatives to oversee the update.

The Plan Commission approved the proposed changes at their meeting on 8/14/19.

Executive Summary:

West Plains District – The code will be updated to add a new West Plains District for transportation impact fee collection. The boundary will follow the city limits and will include all the area that was annexed since 2011, with the exception of property owned by the airport.

Credits in SMC 17D.075.070 – The update will include revisions to the credits that reduce developer's impact fee obligation. Examples include developing in Centers and Corridors zones, providing covered bicycle parking, providing certain transit stop improvements, and building better bicycle and pedestrian connectivity through the site. Because these improvements will encourage multi-modal transportation to and from the site, they will receive a small reduction in fees.

Land Use Tables – City staff recommended several changes to the land use table that were agreed to by the committee. These include adding mini-storage, veterinary clinic, fast casual restaurant and low-income housing land uses and adjusting the school fees calculation. Based on feedback received during the Plan Commission workshop, staff added a rate specific for Accessory Dwelling Units.

Inflation Adjustment – The impact fee ordinance includes a provision to make annual rate adjustments for inflation. The impact fee ordinance ties the adjustment to WSDOT's Construction Cost Index, however WSDOT stopped updating this index in 2016. After evaluating several options the committee recommends using the similar National Highway Construction Cost Index published by FHWA. The committee recommends using a fixed 1.96% annual adjustment until the next fee update, which will provide predictability for the development community. The adjustment is based on the rolling 5-year average of the NHCCI.

Frequency to review fee schedule – SMC 17D.075.140 states that the fee schedules "shall be reviewed by the City Council as it may deem necessary and appropriate every two years". The City has not followed this schedule as the impact fee rates have remained unchanged since implementation in 2011. The new recommended language is "*shall be reviewed by the city council as it may deem necessary and appropriate, typically every four to six years, considering significant changes to the regional travel demand model, the impact fee projects in the City's Comprehensive Plan, and area growth*".

Time frame for use of collected fees – When the impact fees were adopted in 2011 state law required expenditure of impact fees within 6 years. The language in the city code matches the 6 year limit. The state law has since changed to allow a 10 year timeframe to spend impact fee funds (RCW.82.02.070(3)(a). The committee recommends updating the city code to match the state law.

Developer share in projects – The base fee for each district is calculated using the equation below.

$$Base\ Fee\ per\ District\ (\$) = \frac{District\ Project\ Costs}{20\ year\ PM\ peak\ trip\ growth} * Developer\ \%$$

The current impact fees were calculated using the goal that 40% of the project cost would be developer funded. The committee recognized that the impact fees are an important source of matching funds for grant applications. They recommend increasing the developer share to 50%, which will result in higher fee collection and should allow for more projects to be completed within the 20 year planning horizon.

Impact Fee Exemption for Industrial/Manufacturing/Hotels/ in PDAs – City Council set aside $1,000,000 last year to pay the impact fees for certain developments in the West Plains/Airport Area and Northeast Public Development Authorities. That money is available on a first-come, first-serve basis. The draft ordinance states that it would be available to manufacturing and production facilities, industrial service, warehouse and freight movement, hotels and motels, office uses and residential house living uses within the boundaries of the two PDAs.

Improvement project list and resulting base fee – The Transportation Impact Fee Project List has gone through a significant update. The intent of these projects is to maintain acceptable levels of service at intersections within the city. Staff evaluates traffic forecasts for 2040 and looks for locations where level-of-service is expected to deteriorate. As a result the projects are focused on adding capacity through intersection improvements, new roadway connections, and multi-modal improvements. Staff has also updated the cost estimates for these projects. The cost estimates are used in the base fee calculation (shown above) to determine the fees for each district. It is intended that project additions or deletions to the Impact Fee list will be made with each update of the 6-year Transportation plan.

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:

Section 17D.075.210

Appendix A

Impact Fee Schedule

8/7/2019

Downtown District
Transportation Impact Fee Schedule

BASE RATE PER PM TRIP **$85**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	$99.45
Multi-Family 1-2 level	220	dwelling	$70.05
Multi-Family 3-10 level	221	dwelling	$46.00
ADU	-	dwelling	$46.00
Multi Family Low-Income	-	dwelling	$41.82
Nursing Home	254	bed	$22.92
Continuing Care Retirement Comm	255	dwelling	$12.65
Assisted Living	620	bed	$17.39
Commercial - Services			
Hotel (3 Levels or More)	310	room	$66.70
Hotel/Motel	320	room	$53.13
Movie Theater	444	sq ft/GFA	$0.19
Health Club	492	sq ft/GFA	$0.23
Day Care	565	sq ft/GFA	$0.47
Bank	912	sq ft/GFA	$0.52
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$0.05
Middle School	522	sq ft/GFA	$0.04
High School	530	sq ft/GFA	$0.04
University/College	550	ASF	$0.06
Religious Institute	560	sq ft/GFA	$0.05
Library	590	sq ft/GFA	$0.31
Hospital	610	sq ft/GFA	$0.11
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$0.43
General Office	710	sq ft/GFA	$0.15
Medical Office / Clinic	720	sq ft/GFA	$0.33
Office Park	750	sq ft/GFA	$0.15

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$0.16
Specialty Retail Center	826	sq ft/GLA	$0.09
Hardware/Paint Store	816	sq ft/GFA	$0.16
Nursery/Garden Center	817	sq ft/GFA	$0.29
Shopping Center	820	sq ft/GLA	$0.13
Car Sales - New/Used	841	sq ft/GFA	$0.20
Tire Store	848	Service bay	$173.32
Supermarket	850	sq ft/GFA	$0.34
Convenience Market	851	sq ft/GFA	$0.77
Pharmacy	881	sq ft/GFA	$0.24
Furniture Store	890	sq ft/GFA	$0.01
Quick Lubrication Vehicle Shop	941	Service Bay	$282.34
Auto Parts & Service Center	943	sq ft/GFA	$0.21
Service Station/Minimart/Carwash	853	VFP	$291.77
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$0.12
Heavy Industrial	120	sq ft/GFA	$0.09
Industrial Park	132	sq ft/GFA	$0.11
Manufacturing	140	sq ft/GFA	$0.09
Warehousing	150	sq ft/GFA	$0.04
Mini-Storage	151	sq ft/GFA	$0.02
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$0.39
Quality Restaurant	931	sq ft/GFA	$0.37
High Turnover Restaurant	932	sq ft/GFA	$0.38
Fast Casual	-	sq ft/GFA	$0.63
Fast Food Restaurant	934	sq ft/GFA	$0.93
Coffee Shop with Drive-Thru	937	sq ft/GFA	$0.36

Notes:

Updated Dec 2016 using the ITE Trip Generation Manual, 9th Edition

Fees are reduced, where applicable, to account for "pass-by" trips

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

GFA= Gross Floor Area

ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined as building service, circulation, mechanical and structural should not be included.

ITE = Institute of Transportation Engineers

Multi-Family = 3 or more dwelling units with a common wall (SMC 17A.020.130). Cottage housing (SMC 17C.110.350) may also be treated as multi-family 1-2 level.

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Milford's, Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Fast Food Restaurant = with drive-thru and indoor seating, open breakfast-lunch-dinner, order at register and pay before eating (Ex. McDonalds, Zips, Taco Bell)

8/7/2019

Northwest District
Transportation Impact Fee Schedule

BASE RATE PER PM TRIP **$699**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	$817.83
Multi-Family 1-2 level	220	dwelling	$576.05
Multi-Family 3-10 level	221	dwelling	$378.30
ADU	-	dwelling	$378.30
Multi Family Low-Income	-	dwelling	$343.91
Nursing Home	254	bed	$188.52
Continuing Care Retirement Comm	255	dwelling	$104.01
Assisted Living	620	bed	$143.02
Commercial - Services			
Hotel (3 Levels or More)	310	room	$548.51
Hotel/Motel	320	room	$436.94
Movie Theater	444	sq ft/GFA	$1.58
Health Club	492	sq ft/GFA	$1.91
Day Care	565	sq ft/GFA	$3.88
Bank	912	sq ft/GFA	$4.25
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$0.43
Middle School	522	sq ft/GFA	$0.30
High School	530	sq ft/GFA	$0.35
University/College	550	ASF	$0.47
Religious Institute	560	sq ft/GFA	$0.38
Library	590	sq ft/GFA	$2.56
Hospital	610	sq ft/GFA	$0.87
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$3.56
General Office	710	sq ft/GFA	$1.22
Medical Office / Clinic	720	sq ft/GFA	$2.70
Office Park	750	sq ft/GFA	$1.21

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$1.28
Specialty Retail Center	826	sq ft/GLA	$0.73
Hardware/Paint Store	816	sq ft/GFA	$1.30
Nursery/Garden Center	817	sq ft/GFA	$2.38
Shopping Center	820	sq ft/GLA	$1.09
Car Sales - New/Used	841	sq ft/GFA	$1.61
Tire Store	848	Service bay	$1,425.29
Supermarket	850	sq ft/GFA	$2.78
Convenience Market	851	sq ft/GFA	$6.30
Pharmacy	881	sq ft/GFA	$1.97
Furniture Store	890	sq ft/GFA	$0.11
Quick Lubrication Vehicle Shop	941	Service Bay	$2,321.80
Auto Parts & Service Center	943	sq ft/GFA	$1.75
Service Station/Minimart/Carwash	853	VFP	$2,399.39
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$1.02
Heavy Industrial	120	sq ft/GFA	$0.71
Industrial Park	132	sq ft/GFA	$0.89
Manufacturing	140	sq ft/GFA	$0.77
Warehousing	150	sq ft/GFA	$0.34
Mini-Storage	151	sq ft/GFA	$0.17
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$3.19
Quality Restaurant	931	sq ft/GFA	$3.06
High Turnover Restaurant	932	sq ft/GFA	$3.10
Fast Casual	-	sq ft/GFA	$5.16
Fast Food Restaurant	934	sq ft/GFA	$7.65
Coffee Shop with Drive-Thru	937	sq ft/GFA	$2.99

Notes:

Updated Dec 2016 using the ITE Trip Generation Manual, 9th Edition

Fees are reduced, where applicable, to account for "pass-by" trips

Definitions:

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Multi-Family = 3 or more dwelling units with a common wall (SMC 17A.020.130). Cottage housing (SMC 17C.110.350) may also be treated as multi-family 1-2 level.

Drinking Establishment = contains a bar, serves alcohol and food, may have TV screens, pool tables, and other entertainment. Restaurants that specialize in food but also have a bar are considered High-Turnover Restaurants.

Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Milford's, Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Fast Food Restaurant = with drive-thru and indoor seating, open breakfast-lunch-dinner, order at register and pay before eating (Ex. McDonalds, Zips, Taco Bell)

8/7/2019

South District
Transportation Impact Fee Schedule

BASE RATE PER PM TRIP **$992**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	$1,160.64
Multi-Family 1-2 level	220	dwelling	$817.51
Multi-Family 3-10 level	221	dwelling	$536.87
ADU	-	dwelling	$536.87
Multi Family Low-Income	-	dwelling	$488.06
Nursing Home	254	bed	$267.54
Continuing Care Retirement Comm	255	dwelling	$147.61
Assisted Living	620	bed	$202.96
Commercial - Services			
Hotel (3 Levels or More)	310	room	$778.42
Hotel/Motel	320	room	$620.10
Movie Theater	444	sq ft/GFA	$2.25
Health Club	492	sq ft/GFA	$2.71
Day Care	565	sq ft/GFA	$5.51
Bank	912	sq ft/GFA	$6.03
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$0.60
Middle School	522	sq ft/GFA	$0.42
High School	530	sq ft/GFA	$0.50
University/College	550	ASF	$0.66
Religious Institute	560	sq ft/GFA	$0.55
Library	590	sq ft/GFA	$3.64
Hospital	610	sq ft/GFA	$1.23
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$5.06
General Office	710	sq ft/GFA	$1.73
Medical Office / Clinic	720	sq ft/GFA	$3.82
Office Park	750	sq ft/GFA	$1.72

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$1.81
Specialty Retail Center	826	sq ft/GLA	$1.04
Hardware/Paint Store	816	sq ft/GFA	$1.85
Nursery/Garden Center	817	sq ft/GFA	$3.37
Shopping Center	820	sq ft/GLA	$1.55
Car Sales - New/Used	841	sq ft/GFA	$2.29
Tire Store	848	Service bay	$2,022.73
Supermarket	850	sq ft/GFA	$3.95
Convenience Market	851	sq ft/GFA	$8.94
Pharmacy	881	sq ft/GFA	$2.80
Furniture Store	890	sq ft/GFA	$0.15
Quick Lubrication Vehicle Shop	941	Service Bay	$3,295.03
Auto Parts & Service Center	943	sq ft/GFA	$2.48
Service Station/Minimart/Carwash	853	VFP	$3,405.14
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$1.44
Heavy Industrial	120	sq ft/GFA	$1.01
Industrial Park	132	sq ft/GFA	$1.26
Manufacturing	140	sq ft/GFA	$1.09
Warehousing	150	sq ft/GFA	$0.48
Mini-Storage	151	sq ft/GFA	$0.25
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$4.52
Quality Restaurant	931	sq ft/GFA	$4.35
High Turnover Restaurant	932	sq ft/GFA	$4.40
Fast Casual	-	sq ft/GFA	$7.32
Fast Food Restaurant	934	sq ft/GFA	$10.85
Coffee Shop with Drive-Thru	937	sq ft/GFA	$4.25

Notes:

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Fees are reduced, where applicable, to account for "pass-by" trips

Definitions:

VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

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ASF= Assignable Square Feet (aka Net Assignable Area): the sum of all areas on all floors of a building assigned to, or available for assignment to, an occupant or specific use. It can be subdivided into Classroom, labs, offices, study facilities, special use, general use, support, health care, residential and unclassified. Areas defined

ITE = Institute of Transportation Engineers

Multi-Family = 3 or more dwelling units with a common wall (SMC 17A.020.130). Cottage housing (SMC 17C.110.350) may also be treated as multi-family 1-2 level.

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Quality Restaurant = duration of stay > 1 hour, not a chain, serves dinner and sometimes lunch, patrons wait to be seated, order from menu, pay after (Ex. Milford's, Clinkerdagger, Anthony's, Luna)

High-Turnover Restaurant = duration of stay approx. 1 hour, often a chain restaurant, may be open 24 hours, patrons wait to be seated, order from menu (Ex. Applebee's, Denny's, Buffalo Wild Wings, The Onion, Twigs)

Fast Casual Restaurant = duration of stay < 1 hour, patrons order at counter and eat in the restaurant. Food is typically made to order. Most do not have a drive-through. (Ex. Chipotle, Panera Bread, Five Guys, Qdoba, Mod Pizza).

Fast Food Restaurant = with drive-thru and indoor seating, open breakfast-lunch-dinner, order at register and pay before eating (Ex. McDonalds, Zips, Taco Bell)

8/7/2019

Northeast District
Transportation Impact Fee Schedule

BASE RATE PER PM TRIP **$584**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	$683.28
Multi-Family 1-2 level	220	dwelling	$481.27
Multi-Family 3-10 level	221	dwelling	$316.06
ADU	-	dwelling	$316.06
Multi Family Low-Income	-	dwelling	$287.33
Nursing Home	254	bed	$157.50
Continuing Care Retirement Comm	255	dwelling	$86.90
Assisted Living	620	bed	$119.49
Commercial - Services			
Hotel (3 Levels or More)	310	room	$458.26
Hotel/Motel	320	room	$365.06
Movie Theater	444	sq ft/GFA	$1.32
Health Club	492	sq ft/GFA	$1.59
Day Care	565	sq ft/GFA	$3.24
Bank	912	sq ft/GFA	$3.55
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$0.36
Middle School	522	sq ft/GFA	$0.25
High School	530	sq ft/GFA	$0.29
University/College	550	ASF	$0.39
Religious Institute	560	sq ft/GFA	$0.32
Library	590	sq ft/GFA	$2.14
Hospital	610	sq ft/GFA	$0.73
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$2.98
General Office	710	sq ft/GFA	$1.02
Medical Office / Clinic	720	sq ft/GFA	$2.25
Office Park	750	sq ft/GFA	$1.01

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$1.07
Specialty Retail Center	826	sq ft/GLA	$0.61
Hardware/Paint Store	816	sq ft/GFA	$1.09
Nursery/Garden Center	817	sq ft/GFA	$1.99
Shopping Center	820	sq ft/GLA	$0.91
Car Sales - New/Used	841	sq ft/GFA	$1.35
Tire Store	848	Service bay	$1,190.80
Supermarket	850	sq ft/GFA	$2.33
Convenience Market	851	sq ft/GFA	$5.26
Pharmacy	881	sq ft/GFA	$1.65
Furniture Store	890	sq ft/GFA	$0.09
Quick Lubrication Vehicle Shop	941	Service Bay	$1,939.81
Auto Parts & Service Center	943	sq ft/GFA	$1.46
Service Station/Minimart/Carwash	853	VFP	$2,004.64
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$0.85
Heavy Industrial	120	sq ft/GFA	$0.60
Industrial Park	132	sq ft/GFA	$0.74
Manufacturing	140	sq ft/GFA	$0.64
Warehousing	150	sq ft/GFA	$0.28
Mini-Storage	151	sq ft/GFA	$0.14
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$2.66
Quality Restaurant	931	sq ft/GFA	$2.56
High Turnover Restaurant	932	sq ft/GFA	$2.59
Fast Casual	-	sq ft/GFA	$4.31
Fast Food Restaurant	934	sq ft/GFA	$6.39
Coffee Shop with Drive-Thru	937	sq ft/GFA	$2.50

Notes:
Updated Dec 2016 using the ITE Trip Generation Manual, 9th Edition
Fees are reduced, where applicable, to account for "pass-by" trips

Definitions:
VFP- Vehicle Fueling Positions (Maximum number of vehicles that can be fueled simultaneously)

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8/7/2019

West Plains District
Transportation Impact Fee Schedule

BASE RATE PER PM TRIP **$1,076**

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Residential			
Single Family & Duplex	210	dwelling	$1,258.92
Multi-Family 1-2 level	220	dwelling	$886.73
Multi-Family 3-10 level	221	dwelling	$582.33
ADU	-	dwelling	$582.33
Multi Family Low-Income	-	dwelling	$529.39
Nursing Home	254	bed	$290.20
Continuing Care Retirement Comm	255	dwelling	$160.11
Assisted Living	620	bed	$220.15
Commercial - Services			
Hotel (3 Levels or More)	310	room	$844.34
Hotel/Motel	320	room	$672.61
Movie Theater	444	sq ft/GFA	$2.44
Health Club	492	sq ft/GFA	$2.93
Day Care	565	sq ft/GFA	$5.98
Bank	912	sq ft/GFA	$6.54
Commercial - Institutional			
Elementary School	520	sq ft/GFA	$0.66
Middle School	522	sq ft/GFA	$0.45
High School	530	sq ft/GFA	$0.54
University/College	550	ASF	$0.72
Religious Institute	560	sq ft/GFA	$0.59
Library	590	sq ft/GFA	$3.95
Hospital	610	sq ft/GFA	$1.34
Commercial - Administrative Office			
Veterinary Clinic	640	sq ft/GFA	$5.49
General Office	710	sq ft/GFA	$1.88
Medical Office / Clinic	720	sq ft/GFA	$4.15
Office Park	750	sq ft/GFA	$1.86

Land Use	ITE Land Use Code	Unit of Measure	Fee per Unit
COST PER TRIP			
Commercial - Retail			
Free-Standing Discount Superstore	813	sq ft/GFA	$1.97
Specialty Retail Center	826	sq ft/GLA	$1.12
Hardware/Paint Store	816	sq ft/GFA	$2.01
Nursery/Garden Center	817	sq ft/GFA	$3.66
Shopping Center	820	sq ft/GLA	$1.68
Car Sales - New/Used	841	sq ft/GFA	$2.48
Tire Store	848	Service bay	$2,194.01
Supermarket	850	sq ft/GFA	$4.28
Convenience Market	851	sq ft/GFA	$9.70
Pharmacy	881	sq ft/GFA	$3.04
Furniture Store	890	sq ft/GFA	$0.17
Quick Lubrication Vehicle Shop	941	Service Bay	$3,574.04
Auto Parts & Service Center	943	sq ft/GFA	$2.69
Service Station/Minimart/Carwash	853	VFP	$3,693.48
Industrial			
Light Industry/High Technology	110	sq ft/GFA	$1.57
Heavy Industrial	120	sq ft/GFA	$1.10
Industrial Park	132	sq ft/GFA	$1.37
Manufacturing	140	sq ft/GFA	$1.18
Warehousing	150	sq ft/GFA	$0.52
Mini-Storage	151	sq ft/GFA	$0.27
Commercial - Restaurant			
Drinking Establishment	925	sq ft/GFA	$4.91
Quality Restaurant	931	sq ft/GFA	$4.71
High Turnover Restaurant	932	sq ft/GFA	$4.77
Fast Casual	-	sq ft/GFA	$7.94
Fast Food Restaurant	934	sq ft/GFA	$11.77
Coffee Shop with Drive-Thru	937	sq ft/GFA	$4.61

Notes:

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Section 17D.075.210

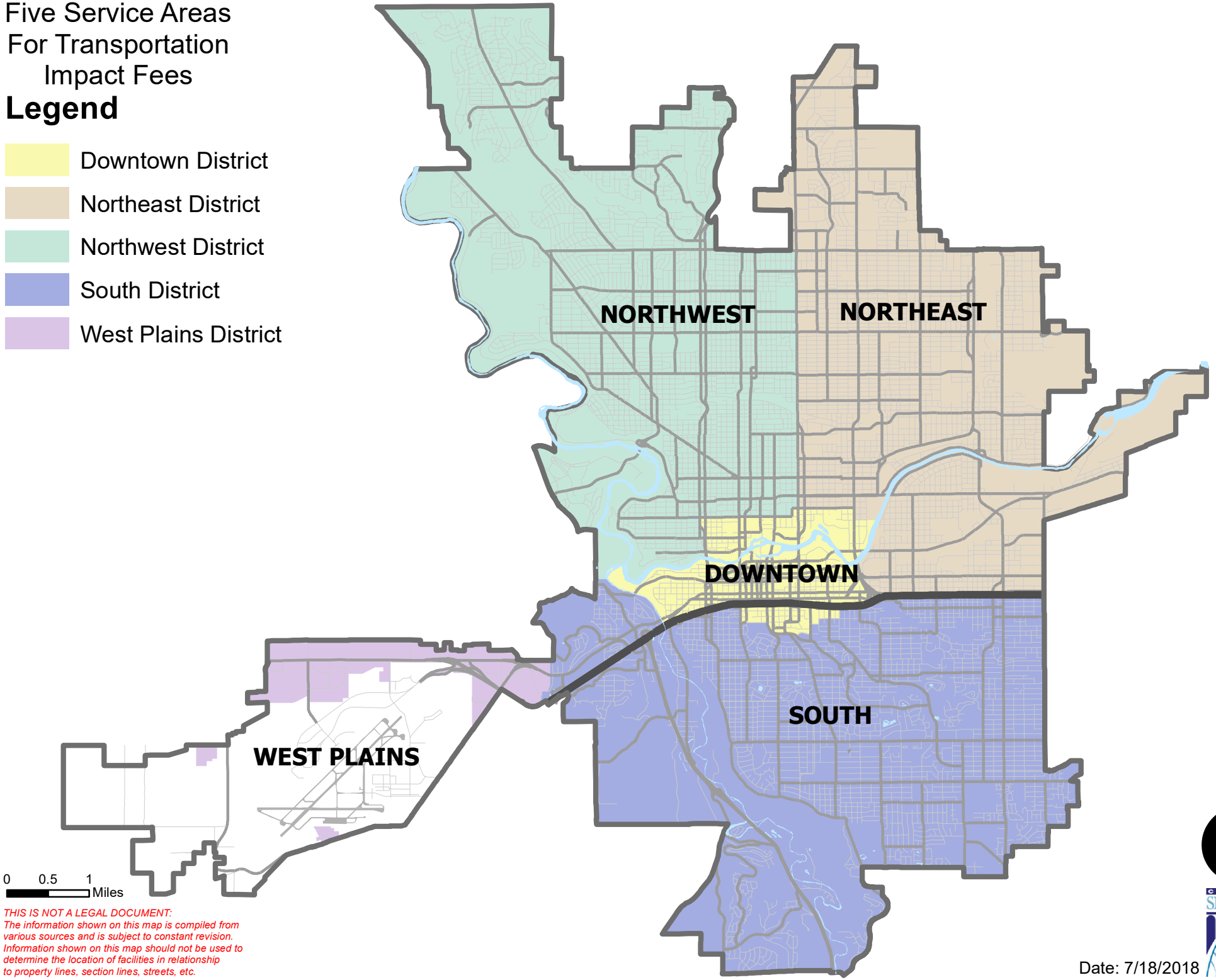
Appendix B

Service Area Map

Five Service Areas For Transportation Impact Fees

Legend

- Downtown District
- Northeast District
- Northwest District
- South District
- West Plains District



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.

CITY OF SPOKANE

Date: 7/18/2018

Section 17D.075.210

Appendix C

rmulas, Trip Rates, Pass-By, Trip Length Adjustment Factors used in Rate Schedule

17D.075.200 Appendix C
Trip Rates, Pass-By, Trip Length Adjustment Factors used in Rate Schedule

Land Use Category	Land Use Code	Unit	ITE Avg. Trip Rate	Pass-by Rate	Trip Length Adj. Factor*
Residential					
Single Family & Duplex	210	dwelling	1	0%	1.17
Multi-Family 1-2 level	220	dwelling	0.67	0%	1.23
Multi-Family 3-10 level	221	dwelling	0.44	0%	1.23
ADU	-	dwelling	0.44	0%	1.23
Multi Family Low-Income	-	dwelling	0.4	0%	1.23
Assisted Living	254	bed	0.29	0%	0.93
Continuing Care Retirement Communit	255	dwelling	0.16	0%	0.93
Nursing Home	620	beds	0.22	0%	0.93
Commercial Services					
Hotel (3 Levels or More)	310	room	0.59	0%	1.33
Hotel/Motel	320	room	0.47	0%	1.33
Multiplex Movie Theater	445	sq ft/GFA	0.00294	0%	0.77
Health Club	492	sq ft/GFA	0.00353	25%	1.03
Day Care	565	sq ft/GFA	0.01234	25%	0.60
Bank	912	sq ft/GFA	0.0243	50%	0.50
Commercial Institutional					
Elementary School	520	sq ft/GFA	0.0013	30%	0.67
Middle School	522	sq ft/GFA	0.0009	30%	0.67
High School	530	sq ft/GFA	0.0007	20%	0.90
University/College	550	ASF *	0.000445	0%	1.50
Religious Institute	560	sq ft/GFA	0.00055	0%	1.00
Library	590	sq ft/GFA	0.0073	25%	0.67
Hospital	610	sq ft/GFA	0.00093	20%	1.67
Commercial - Restaurant					
Drinking Establishment	925	sq ft/GFA	0.01134	40%	0.67
Quality Restaurant	931	sq ft/GFA	0.00749	35%	0.90
High Turnover Restaurant	932	sq ft/GFA	0.00985	40%	0.75
Fast Casual Restaurant	-	sq ft/GFA	0.01835	40%	0.67
Fast Food Restaurant (with drive-thru)	934	sq ft/GFA	0.03265	50%	0.67
Coffee Shop with Drive-Thru	937	sq ft/GFA	0.0428	80%	0.50
Commercial - Retail					
Free-Standing Discount Superstore	813	sq ft/GLA	0.00435	40%	0.70
Specialty Retail Center	826	sq ft/GLA	0.00271	45%	0.70
Hardware/Paint Store	816	sq ft/GFA	0.00484	45%	0.70
Nursery/Garden Center	817	sq ft/GFA	0.00694	30%	0.70
Shopping Center	820	sq ft/GLA	0.00371	40%	0.70
Automobile Sales - Used/New	841	sq ft/GFA	0.00262	20%	1.10
Tire Store	848	Service bay	3.54	28%	0.80
Supermarket	850	sq ft/GFA	0.00948	40%	0.70
Convenience Market	851	sq ft/GFA	0.05241	60%	0.43
Pharmacy	881	sq ft/GFA	0.00991	50%	0.57
Furniture Store	890	sq ft/GFA	0.00045	40%	0.57
Quick Lubrication Vehicle Shop	941	Service Bay	5.19	20%	0.80
Auto Parts & Service Center	943	sq ft/GFA	0.00446	30%	0.80
Service Station/Minimart/Carwash	853	VFP	19.07	70%	0.60
Industrial					
Light Industry/High Technology	110	sq ft/GFA	0.00097	0%	1.50
Heavy Industrial	120	sq ft/GFA	0.00068	0%	1.50
Industrial Park	130	sq ft/GFA	0.00085	0%	1.50
Manufacturing	140	sq ft/GFA	0.00073	0%	1.50
Warehousing	150	sq ft/GFA	0.00032	0%	1.50
Mini-Storage	151	sq ft/GFA	0.00019	0%	1.30
Commercial - Administrative Office					
Veterinary Clinic	640	sq ft/GFA	0.00472	10%	1.20
General Office	710	sq ft/GFA	0.00149	10%	1.30
Medical Office / Clinic	720	sq ft/GFA	0.00357	10%	1.20
Office Park	750	sq ft/GFA	0.00148	10%	1.30

17D.075.200 Appendix C

Formula for Base Fee by District

Base Fee = (Project Costs) / (Trip Ends) * Developer %

Project Costs = Total cost of capacity improvement projects for each district
Trip Ends = growth in PM peak trips over 20 years from SRTC travel demand model.
Developer % = Share of costs assigned to developers vs. city or grant funds. (currently 50%)

Formula for Land Use Rates

Rate = [(Base Fee * ITE Trip Rate) - (Base Fee * ITE Trip Rate * Pass-by %)] * Trip Length Factor

ITE Trip Rate = Trip generation rate from ITE Manual, varies by land use

Pass-by % = Trips that are already using the adjacent arterial and stop at the land use. Does not add new trips to the network.

Trip Length Factor = adjusts the rate to account for trip length. People drive farther to unique destinations such as Costco or the hospital, but often go to the closest grocery store or gas station.

Section 17D.075.210

Appendix D

Impact Fee Project List

7/11/2019

Appendix D - Impact Fee Project List

Project	Description	Need for Project	Estimated Cost (in 2019 dollars)	District	Approx. Build Timeline 6-yr	20-yr
5th Ave / Sherman St	Intersection - Install new traffic signal	LOS F, expected to meet signal warrants	**$670,000**	D		X
Ash Street 2-way from Broadway to Dean	Convert Ash Street to a 2-way street to allow access to Maple Street Bridge SB.	better traffic dispersion through network	**$216,000**	D	X	
Washington / North River Drive	Add NB left turn lane, rebuild signal to add west approach	North Bank redevelopment, improves capacity by adding left turn pocket	**$238,000**	D	X	
D Bicycle Improvements	stripe bike facilities on arterials, bike share parking, crossing improvements	reduce vehicle trips	**$200,000**	D		X
D Pedestrian Improvements	install pedestrian facilities on arterials	reduce vehicle trips, transit access	**$200,000**	D		X
Assembly St / Francis Ave (SR291)	Intersection - Construct Roundabout	LOS F in future	**$3,090,000**	NW		X
Indian Trail Rd - Kathleen to Barnes	Widening - Construct to 5-lane section	LOS F at Indian Trail / Pacific Park, lanes must continue southward	**$4,100,000**	NW	X *	X
Wellesley / Driscoll	WB right turn lane	LOS F in future	**$31,000**	NW		X
Wellesley / Assembly	signal	arterial intersection expected to meet signal warrants (with school development)	**$1,030,000**	NW	X	
Wellesley / Maple	WB thru pocket, NB right turn lane	LOS F in future	**$1,145,000**	NW		X
Francis/Alberta	modify NB and SB lanes to allow protected phasing	LOS F in future	**$824,000**	NW		X
Francis/Maple	add WBR lane	LOS F in future	**$824,000**	NW		X
NW Bicycle Improvements	stripe bike facilities on arterials	reduce vehicle trips	**$100,000**	NW		X
NW Pedestrian Improvements	install pedestrian facilities on arterials	reduce vehicle trips, transit access	**$100,000**	NW		X
29th Ave / Freya St	Stripe EBL and WBL turn lanes, and widen for NB and SB left turn lane. Keep 4-way stop.	LOS F in future	**$244,000**	S	X	
29th/ Regal	intersection improvements - EBR turn lane, possibly others	STA HPTN route	**$515,000**	S	X	
Ray-Freya Alternative	Placeholder for after analysis is complete. May include improvements at 37th/Freya and 37th/Ray	preserve Regal capacity, better traffic dispersion through network	**$4,120,000**	S		X
57th/Hatch	Intersection capacity improvements - needs further analysis	Long queues on Hatch, LOS F	**$750,000**	S		X
44th Ave from Crestline to Altamont	new collector road section	better traffic dispersion through network	**$1,007,000**	S		X
44th/Regal	Widen northbound approach to 2 lanes	better utilization of existing infrastructure, shorter queues, minor capacity increase	**$484,000**	S		X
Freya / Palouse Hwy	roundabout (or turn lanes)	LOS F in future	**$1,545,000**	S	X	
Sunset Highway/Assembly	signal	growth on Assembly	**$515,000**	S	X	
US 195 Frontage from 16th to Thorpe	2-3 lane frontage road, with bridge for trail	LOS F in future at Thorpe, 16th	**$7,210,000**	S		X
US 195 / Meadowlane Intersection	interim improvements to expand capacity	LOS F in future	**$2,060,000**	S		X
S Bicycle Improvements	stripe bike facilities on arterials	reduce vehicle trips	**$100,000**	S		X
S Pedestrian Improvements	install pedestrian facilities on arterials	reduce vehicle trips, transit access	**$100,000**	S		X
Lincoln Rd / Nevada St	Intersection Improvements - Construct separate eastbound and westbound left-turn lanes; include west leg widening and construction of 5-lane east of Nevada 1000'	LOS F in future	**$1,545,000**	NE		X
Hamilton St Corridor - Desmet Ave to Foothills Ave	Segment Improvements - Construct traffic signal modifications to accommodate protected or protected/permitted signal phasing. New signal at Desmet.	LOS F in future	**$4,580,000**	NE	X	
Haven/Wellesley improvements	Add WBL turn lane, rebuild signal to allow protected lefts on Wellesley	LOS E-F in future and to improve interchange access	**$500,000**	NE		X
Mission/Havana	signal	arterial intersection expected to meet signal warrants	**$824,000**	NE		X
Crestline / Magnesium	add EBR turn lane, two lanes for NB, all-way stop.	LOS F in future	**$670,000**	NE		X
Nevada / Magnesium	left turn protected-permitted phasing, restripe for WBL and EBL turn lanes, add WBR, one through lane east-west, maybe ROW on NE corner	LOS E-F in future	**$1,030,000**	NE		X
Sprague/Freya	Add NBR turn lane	LOS E-F in future	**$503,000**	NE		X
NE Bicycle Improvements	stripe bike facilities on arterials	reduce vehicle trips	**$100,000**	NE		X
NE Pedestrian Improvements	install pedestrian facilities on arterials	reduce vehicle trips, transit access	**$100,000**	NE		X
21st Avenue: Deer Heights to Flint/Granite & Deer Heights: extend to 21st	segment - construct new 3-lane arterial	better traffic dispersion through network, preserve Highway 2 capacity	**$2,472,000**	WP		X
12th Avenue: Deer Heights to Flint	segment - construct new 2-lane arterial	better traffic dispersion through network, preserve Highway 2 capacity	**$1,921,000**	WP	X	
W Bicycle Improvements	stripe bike facilities on arterials or US 2 Bike Path	reduce vehicle trips	**$50,000**	WP		X
W Pedestrian Improvements	install pedestrian facilities on arterials	reduce vehicle trips, transit access	**$50,000**	WP		X

Total Downtown =	$1,524,000
Total Northwest =	$11,244,000
Total South =	$18,650,000
Total Northeast =	$9,852,000
Total West Plains =	$4,493,000
Grand Total =	***$45,763,000***

Return to Agenda